VANCOUVER
DEC 11 2020
REGISTRY

District of British Columbia
Division No. 3 – Vancouver
Court No. VLC-S-B-200204
Estate No. 11-2634864

IN THE SUPREME COURT OF BRITISH COLUMBIA

AND

IN THE MATTER OF THE BANKRUPTCY OF ENCOREFX INC.

FOURTH REPORT of

ERNST & YOUNG INC.,

TRUSTEE OF ENCOREFX INC.

EFFECTIVE AS AT DECEMBER 11, 2020

TABLE OF CONTENTS
TO THE
FOURTH REPORT OF THE TRUSTEE

INTRODUCTION 1
TERMS OF REFERENCE 2
CONDENSED BACKGROUND INFORMATION 3
THE US SUBSIDIARY PURCHASE AND SALE 4
RECOMMENDATIONS 6

LISTING OF APPENDICES

April 28 Order APPENDIX A
US Subsidiary LOI APPENDIX B
US Subsidiary SPA APPENDIX C

FOURTH REPORT OF
ERNST & YOUNG INC.,
TRUSTEE OF ENCOREFX INC.

Effective as at December 11, 2020

INTRODUCTION

1. EncoreFX Inc. ("**EncoreFX**") is a Victoria, British Columbia based financial services company providing foreign exchange ("**FX**") risk management services and cross-border payment solutions to predominantly small and medium enterprises ("**SME**") including foreign exchange spot transactions, foreign exchange derivative contracts (including forward contracts and options), and payment processing services. A further description of the background of EncoreFX and reasons for its bankruptcy is described in further detail below.

2. On March 30, 2020 (the "**Bankruptcy Date**"), EncoreFX filed an assignment into bankruptcy. Ernst & Young Inc. consented to act as the licensed insolvency trustee in the estate (the "**Trustee**") of EncoreFX.

3. The Trustee has retained the services of MLT Aikins LLP ("**MLT Aikins**") to represent it in the within proceedings.

4. The Trustee has set up a website www.ey.com/ca/EncoreFX (the "**Website**"). The Trustee has posted copies of the certificate of filing, prescribed proof of claim forms and other relevant data to the Website and will continue to make timely updates to the Website to ensure that all stakeholders have access to the most current information relating to these insolvency proceedings.

23429984v1

5. The Trustee has filed three (3) prior reports in the within proceedings, the "**First Report**", the "**Second Report**" and the "**Third Report**".

6. On April 28, 2020, this Honourable Court pronounced an order (the "**April 28 Order**"), *inter alia*, approving the US Subsidiary LOI (as defined below) for the sale of EncoreFX Ltd. (the "**US Subsidiary**" and together with Encore, the "**Companies**"), a United States subsidiary of EncoreFX incorporated in Washington State in the United States . A copy of the April 28 Order is attached hereto as **Appendix "A"**

7. The purpose of this fourth report of the Trustee (the "**Fourth Report**") is to provide this Honourable Court an update with respect of the sale of the US Subsidiary and to seek an Approval and Vesting Order with respect to the sale of shares of the US Subsidiary.

TERMS OF REFERENCE

8. In preparing this Fourth Report, the Trustee has been provided with, and in making the comments herein relied upon, unaudited financial information, the Companies' books and records, financial information prepared by the Companies, and discussions with management of the Companies. The Trustee has not audited, reviewed or otherwise attempted to verify the accuracy or completeness of such information and, accordingly, the Trustee expresses no opinion or other form of assurance in respect of such information contained in this Fourth Report.

9. Certain information referred to in this Fourth Report consists of forecasts and projections. The Trustee has not audited, reviewed or otherwise attempted to verify the accuracy or completeness of the information in a manner that would wholly or partially comply with Generally Accepted Assurance Standards pursuant to the Chartered Professional Accountants Canada Handbook and, accordingly, the Trustee expresses no opinion or other form of assurance in respect of the information.

10. This Fourth Report has been prepared for the use of this Honourable Court and the Companies' stakeholders as general information relating to the Companies and their operations. Accordingly, the reader is cautioned that this Fourth Report may not be appropriate for any other purpose. The Trustee assumes no responsibility or liability for losses incurred by the reader as a result of the circulation, publication, reproduction or use of this Third Report contrary to the provisions of this paragraph.

11. Capitalized terms not defined in this Fourth Report are as defined in the First Report, the Second Report and the Third Report.

12. All references to dollars are in Canadian currency unless otherwise noted.

CONDENSED BACKGROUND INFORMATION

13. Detailed information regarding the background of EncoreFX is contained in the First Report. For ease of reference, condensed background information relevant to the discussions contained in this Fourth Report are summarized below.

14. EncoreFX is a Federal Corporation incorporated under the *Canada Business Corporations Act*. The US Subsidiary, EncoreFX (Australia) Pty Ltd., and EncoreFX (NZ) Limited are wholly owned foreign subsidiaries of EncoreFX. The Trustee attached a copy of a corporate organization chart provided by management in its First Report.

15. EncoreFX was incorporated on September 15, 2014, and began operating with its head office in Victoria, British Columbia. Over the next few years, EncoreFX opened branch offices in the cities of Vancouver, Calgary, Edmonton, Saskatoon, Regina, Winnipeg, Toronto, Ottawa, Kitchener, and Mississauga. EncoreFX employed a workforce of approximately 150 personnel as at the Bankruptcy Date.

16. EncoreFX also established subsidiaries in Australia and New Zealand due to those countries having similar economic conditions to Canada and it carried on significant operations in those Countries.

17. EncoreFX further established the US Subsidiary. In recent years, the US Subsidiary underwent a lengthy process to obtain licenses.

18. EncoreFX Inc. is in the business of providing FX risk management and cross-border payment services predominantly to small and medium enterprises ("**SME**") that import or export products from/to foreign markets and base their pricing on foreign currencies. The Company provided the following FX risk management services to its clients to mitigate their exposure to fluctuating FX rates: FX spot transactions and FX derivative contracts (including forward contracts and options) (the "**EncoreFX Derivatives**"). It should be noted that to the best of the knowledge of EncoreFX, its primary client base <u>were not</u> speculators.

19. The Australian and New Zealand subsidiaries were also placed into Voluntary Administration (formal insolvency proceedings in those Countries). Ernst & Young is acting as the Administrator in the insolvency proceedings of the Australia and New Zealand entities.

THE US SUBSIDIARY PURCHASE AND SALE

20. Paragraphs 75 to 84 of the First Report described the Trustee's efforts that resulted in the US Subsidiary LOI with INTL FC Stone Inc., which was subsequently renamed as StoneX Group Inc. (the "**Purchaser**"), to acquire 100% of the shares of the US Subsidiary (the "**US Subsidiary LOI**"). Key details of the US Subsidiary LOI were summarized as follows:

a. a purchase price of USD $200,000 in addition to net working capital estimated at approximately USD $1,000,000 based on the US Subsidiary's draft March 31, 2020 financial statements;

b. satisfactory completion of due diligence;

c. standard and customary closing conditions; and

d. a transition services agreement in which the Purchaser will reimburse the Trustee for any reasonable fees of the Trustee directly related to the US Subsidiary as well as reasonable expenses required to keep the US Subsidiary operational and in regulatory compliance.

21. As is noted above, on April 28, 2020, this Honourable Court authorized the Trustee to enter into the US Subsidiary LOI with the Purchaser. A copy of the US Subsidiary LOI is attached hereto as **Appendix "B"**.

22. The inspectors in the Estate of the bankruptcy approved the US Subsidiary LOI on May 15, 2020.

23. The Trustee and the Purchaser entered in a formal share purchase agreement (the "**US SPA**") on July 1, 2020 which reflected the terms of the US Subsidiary LOI. A copy of the US SPA is attached hereto as **Appendix "C"**.

24. The closing of the transaction is conditional upon the pronouncement of an Approval and Vesting Order substantially in the form as attached as Schedule 2 to the US SPA. The Purchaser has advised the Trustee that it requires the Approval and Vesting Order given the regulated environment of the FX services industry in the USA to assist it with registrations, compliance and other regulatory considerations.

25. For reasons noted in the First Report, the Trustee is of the view that the US SPA provides the only option available to maximize recovery for the benefit of the estate of EncoreFX. The likely alternative to the US SPA, would be for the US Subsidiary to "surrender" or

withdraw its licenses and to wind-down, which would generate $nil value for the benefit of the estate of EncoreFX respecting the US licenses.

RECOMMENDATIONS

26. Based on the foregoing, the Trustee recommends that this Honourable Court approve the US SPA and to grant the proposed Approval and Vesting Order.

All of which is respectfully submitted this 11th day of December, 2020.

Yours very truly,

ERNST & YOUNG INC.
In its capacity as Trustee
in the bankruptcy of EncoreFX Inc.
and not in its personal capacity

Per:

Mike Bell, CPA, CA, CIRP, LIT
Senior Vice President

23429984v1

APPENDIX A

District of British Columbia
Division No. 3 - Vancouver
Court No. VLC-S-B-200204
Estate No.11-2634864

IN THE SUPREME COURT OF BRITISH COLUMBIA
IN BANKRUPTCY AND INSOLVENCY

IN THE MATTER OF THE BANKRUPTCY OF ENCOREFX INC.

ORDER MADE AFTER APPLICATION

BEFORE	) })	The Honourable Madam Justice Fitzpatrick	) }April/28/2020)

ON THE APPLICATION of Ernst & Young Inc. (the "**Trustee**"), in its capacity as trustee in bankruptcy of EncoreFX Inc. ("**EncoreFX**"), coming on for hearing via teleconference with the the Law Courts, 800 Smithe Street, in the City of Vancouver, in the Province of British Columbia on April 28, 2020, and on hearing William E.J. Skelly, counsel for the Trustee, and those other counsel listed on **Schedule "A"** hereto;

THIS COURT ORDERS that:

1. The time for service of the Notice Motion for this Order is hereby abridged and validated so that this Notice of Motion is properly returnable today and further service is hereby dispensed.

2. The Trustee is at liberty to enter into the "Letter of Intent", in substantially the form as Exhibit "A" to Affidavit #1 of Peter Venetsanos, sworn April 23, 2020, and sealed in these proceedings.

3. The Trustee is at liberty to implement the "Protocol" for the first meeting of creditors of EncoreFX, in substantially the form as **Schedule "B"** hereto.

4. Endorsement of this Order by counsel appearing on this Notice of Motion, except for counsel for the Trustee, is hereby dispensed with.

THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER AND CONSENT TO EACH OF THE ORDERS, IF ANY, THAT ARE INDICATED ABOVE AS BEING BY CONSENT:

W J Skelly

Signature of lawyer for the Trustee
William E.J. Skelly

Digitally signed by
Fitzpatrick, J

BY THE COURT

Digitally signed by
Kristen Day

REGISTRAR *IN BANKRUPTCY*

21541369v1

SCHEDULE "A"

LIST OF COUNSEL

PARTY/FIRM	ROLE/ COUNSEL TO:
BORDEN LADNER GERVAIS LLP *LISA HIEBERT*	BANK OF MONTREAL
BOUGHTON LAW *GEORGE E.H. CADMAN, Q.C.*	LIGHTHOUSE COMMODITIES, LLC
BURNS FITZPATRICK LLP *DENNIS FITZPATRICK*	J. BOND AND SONS LTD.
DLA PIPER (CANADA) LLP *KAREN FELLOWES*	PURCHASER OF THE US SUB
JONES EMERY HARGREAVES SWAN LLP *PETER VAARTNOU*	COUNSEL TO GUSTAVSON CAPITAL CORPORATION, A SECURED CREDITOR
STIKEMAN ELLIOTT LLP *LEE NICHOLSON*	MR. ANDREAS WREDE

SCHEDULE "B"

ESTATE OF ENCOREFX INC.

First Meeting of Creditors

PROTOCOL

ESTATE OF ENCOREFX

First Meeting of Creditors

PROTOCOL

To facilitate a First Meeting of Creditors for the estate of EncoreFX during this period of COVID-19, and to promote and maintain social distancing, the following substantive protocol will be adopted by Ernst & Young Inc. in its capacity as Licensed Insolvency Trustee for the Estate of EncoreFX (the "**Trustee**") for purpose of the creditors' meetings.

All documents necessary to comply with the requirements and procedural matters addressed herein have been provided by the Trustee to the creditors under cover dated April 1, 2020 (mailed April 3, 2020).

Should there be any questions concerning the protocol, please contact Mr. Marko Gordic at 1 (604) 891 8280 or by email at marko.gordic@ca.ey.com; please allow 12 to 24 hours for return contact as a result of the volume of calls and emails to be received.

MEETING DETAILS

- Date – Thursday, May 7, 2020
- Time – Commencing at 10:00 am (Pacific Time) and each 120 minutes thereafter as necessary. Creditors will be notified of the meeting they have been assigned to attend based on a subsequent calendar invite that will be sent by the Trustee (as detailed below)
- Capacity – 150 participants per meeting (subject to change). While the Trustee's technology permits up to 240 participants per conference call meeting, we will attempt to cap meetings at 150 to permit an orderly dissemination of ideas and discussion

TECHNOLOGY

- For viewing of materials and accessing features during the meeting, download Microsoft Teams on your computer and/or mobile device:
    - Learn the software prior to attendance, unfortunately we will not have capacity to answer multiple questions on accessing the meeting and materials
- Good hygiene during meeting:
    - Leave your listening device on mute until recognized by the chair to prevent background noise
    - Turn your video feed off within the program, such uses unnecessary bandwidth

PRE-MEETING REQUIREMENTS

- Proof of claim recording cut-off for voting purpose (only) – May 6, 2020 at 12:00 pm (Pacific Time), subject to permitted exception detailed below:
    - Proof of claims received by the Trustee after the cut-off cannot be assured to be recorded for purpose of the meeting; however, will be entitled to participate in all future proceedings involving the aforenoted estate
    - The Trustee, on a best efforts basis, will seek to register such late filed proof of claim forms for purpose of the meetings
- Proxy cut-off for voting purpose - May 6, 2020 at 12:00 pm (Pacific Time)

- Based on email provided on the proof of claim, EY will provide:
    - A copy of the Trustee's preliminary report on the administration of the estate of EncoreFX (in draft)
    - Proposed agenda for meeting of creditors
    - Confirmation:
        - Creditor identifier number
        - Status of claim – admitted or contested for voting purpose
        - Defects in proof of claim, if any. Defects can be corrected either prior to or following the meeting of creditors. If after, vote will be marked as contested for purpose of the proceeding
    - Calendar invite for meeting, such invite will include:
        - Call in details
        - Time appointed for meeting that you are invited to attend
        - A two-hour meeting duration, which may be extended or truncated based on actual meeting requirements

CONDUCT AT MEETING

Registration

- Pre-meeting registration – the Trustee will open lines 45 minutes in advance of an appointed meeting time. We encourage creditors to call in early such that the registration process can be completed in a timely fashion and not delay commencement of the calling to order of the meeting
- Callers will be acknowledged on a "first come, first served" basis, the registration process will include:
    - Identify yourself by your unique creditor identifier number
    - Identify any additional individuals attending with you, including their capacity (legal counsel and firm as applicable)
    - Confirmation of your contact details and claim amount
    - Confirmation of the party to vote, by voice, as creditor for all motions called during the meeting
    - Confirmation of additional proxies held on behalf of creditors, if any
    - Whether you intend that your name stand as a potential Inspector to the estate (additional details will be provided prior to the vote for Inspectors, as detailed below)

Calling the Meeting to Order

- The Trustee will act as Chair of the First Meeting of Creditors
- The Chair will call the meeting to order and immediately adjourned, if necessary (based on a motion from a creditor to whom the Chair maintains a proxy) to permit completion of the registration process. The time of the adjournment will be estimated by the Chair at the time the meeting adjournment is declared
    - The creditors generally, by request of the Chair in the negative (seeking parties opposed to admission), will seek permission to register for purpose of the meeting late filed proof of claims that were delivered to the Trustee before the calling of the meeting to order; however, after the proof of claim submission deadline (and not previously registered by

the Trustee on a best efforts basis). For greater certainty, such proof of claim forms must be in the physical possession of the Trustee

Motions and Voting at Meetings

- The Chair will maintain a roster of all participants compiled during the registration process. When a motion is called for by the Trustee, either as a standard protocol motion for such meetings or based on a request for a motion from the creditors, generally, the Trustee will request from the general population of creditors attending the meeting for:
    - A second of the motion
    - Call for a vote on the motion – by ordinary or special resolution, as required
- Anticipated motions will include:
    - Approval of the agenda for the meeting, as presented or modified
    - Inclusion or exclusion of media, if appropriate
    - Affirmation of the appointment of the Trustee
    - Appointment of Inspectors
    - Adjournment of meeting
    - Such other motions as the creditors determine appropriate in the circumstances
- To participate in the meeting:
    - To second the motion please state your creditor identifier number and that you second the motion
    - For the vote on the motion, the Chair will undertake a general call of all attending creditors, in person or by proxy, and ask whether you wish to vote:
        - To dissent to the motion
        - To abstain from voting on the motion
    - On such call out from the Chair, if you desire to vote in that manner, please call out your identifier number and name. The Chair will verbally recognize your vote to confirm such recording of same on the tally sheet. For greater certainty, the Chair will record your vote in the affirmative unless your vote is recorded to dissent or abstain
- The Chair will not declare whether a motion passed or failed until the completion of all meetings of creditors (as reported on below)

Questions at Meeting

- Technology includes a chat feature that allows parties that are participating through their computers to register their interest to ask a question of the Trustee or a representative of EncoreFX – for purpose of asking a question, in the chat feature, please indicate your identifier number and your intent to ask a question, the Chair will log your interest
- The Chair will recognize parties to ask a question in the following priority:
    - Those that have submitted a request via a chat request and in the order of registration
    - Those that are unable to register on chat or prefer not too, via a general call out for questions
- Once recognized by the Chair and before asking a question, please state your identifier number, name, creditor you represent and your question. For clarity, you will not be permitted to speak until you are recognized by the Chair

Inspectors

- Inspectors will be appointed from the creditors group generally. To maintain equity amongst the anticipated multiple first meeting of creditors, we would anticipate the appointment of one or two Inspectors per meeting (subject to the number of meetings hosted) and across the creditor profile:
    - Out-of-the money (from creditor perspective) crystalized forward trade contracts
    - Swap contract participants
    - Other deposit service participants
    - Trade and supplier contracts, including employee claims
- Inspectors are appointed in their personal capacity and to act in the best interests of all creditors generally. Inspectors are expected to recuse themselves on voting on future motions that could create a conflict of interest – more details pertaining to the role of an Inspector will be emailed to the Inspectors appointed following the creditors meeting
- In furtherance of the appointment of Inspectors, the Chair will (sequentially):
    - Review relevant background details:
        - Number of creditor meetings to be hosted
        - Number of permitted Inspectors (not greater than 5 by statute)
        - Exclusions of persons to act as Inspectors
        - Filling of future vacancies on Inspectors
    - Review the duties of an Inspector, including:
        - Requirement for independence
        - Role for oversight of the activities and guidance to the Trustee
        - Remuneration (stipend)
        - Potential time commitments, including frequency and duration of meetings
        - Other relevant guidance based on information discussed during the creditors' meeting
    - Call for nominations, the Chair will:
        - Review the roster and call out the identifier number and name of those that indicated they would let their names stand for purpose of being appointed as an Inspector
        - Once the roster of candidates is fulfilled, the Chair will ask each person so desiring to participate as an Inspector to:
            - Introduce themselves
            - The creditor name (or if legal counsel, the creditor represented)
            - The amount of the claim
            - Other particulars that the creditors should be aware of generally to consider the nomination
        - Call for a motion to consider and vote on the appointment of the Inspectors – considering each nomination individually and by roll call. In such instance, the Chair will call a roll of the general creditors present, personally or by proxy, to tabulate the vote totals by nominee
            - The Trustee will tabulate the votes for each Inspector during the process and report out immediately thereafter

- The **First meeting of Inspectors** will take place on **Friday, May 8, 2020 at 10:00 am (Pacific Time)**. A calendar invite will be circulated to the appointed Inspectors as soon as possible following the conclusion of all meetings of creditors
    - Where more than five Inspectors have been appointed to the estate of EncoreFX, the Inspectors will determine at the First Meeting of the Inspectors a fair and equitable means of reducing the Inspector roster to the maximum permitted number of Inspectors (5) based on the statute

POST MEETING REPORTING

- On Monday, May 11, 2020, the Chair will send by email to each creditor that attended a First Meeting of the Creditors of EncoreFX, the following:
    - A copy of the Trustee's preliminary report on the administration of the estate of EncoreFX (Final)
    - A summary of all motions called at the meetings of the creditors
    - The result of the votes on each motion:
        - By creditor meeting and cumulative for all meetings:
            - Affirmative and by dissent
            - Admitted and contested
            - Requisite required for each motion (ordinary or special resolution)
        - A declaration by the Chair as to whether the motion passed or failed
    - A summary of the Inspectors appointed at each of the meetings, and cumulatively, and the final roster based on the First Meeting of the Inspectors
    - Such other information as is determined by the creditors at the meetings to be relevant and ancillary to the administration of the estate

District of British Columbia
Division No. 3 - Vancouver
Court No. VLC-S-B-200204
Estate No.11-2634864

IN THE SUPREME COURT OF
BRITISH COLUMBIA
IN BANKRUPTCY AND INSOLVENCY

IN THE MATTER OF THE
BANKRUPTCY OF ENCOREFX INC.

ORDER

MLT AIKINS LLP
Phone: 604-682-7737
Attention: William E.J. Skelly

File: 0007230.00036
D&D

21541369v1

APPENDIX B

155 E 44th Street,
Suite 900
New York, New York 10017

CONFIDENTIAL

04/08/2020

BINDING LETTER OF INTENT

Mike Bell

EY Orenda Corporate Finance Inc.

Pacific Centre, 700 West Georgia Street, Vancouver, BC V7Y 1C7, Canada

Dear Mike,

On behalf of INTL FCStone Inc. and related entities we are pleased to submit this Binding Letter of Intent ("LOI") for the acquisition of EncoreFX Ltd. from Ernst & Young Inc., in its capacity as Trustee in the Estate of Encore FX Inc. (the "Company") and not in its personal or corporate capacity (the "Seller").

About INTL FCStone Inc.

INTL FCStone Inc. ("INTL"), including its subsidiaries, is a leader in the development of specialised financial services in commodities, securities, global payments, foreign exchange and other markets. Our revenues are derived primarily from financial products and advisory services that fulfil our clients' real needs and provide bottom-line benefits to their businesses. We create added value for our clients by providing access to global financial markets using our industry and financial expertise, deep partner and network relationships, insight and guidance, integrity and transparency. Our client-first approach engenders trust and has enabled us to establish leadership positions in a number of complex fields in financial markets around the world.

The principal terms and conditions of our LOI are set out below:

A. Structure
We anticipate that the transaction will be implemented by acquisition of 100% of the issued shares of EncoreFX Ltd. (the "Transaction"). The transaction and its terms and conditions would be set out in mutually acceptable definitive transaction agreement containing customary terms and conditions (the "Definitive Agreements").

B. Due Diligence
We have conducted satisfactory due diligence on an expedited basis.

C. Consideration

155 E 44th Street,
Suite 900
New York, New York 10017

CONFIDENTIAL

04/08/2020

The consideration for 100% of the issued shares in EncoreFX Ltd will be a $200,000 over the current working capital.

D. Escrow
We shall deposit an amount equal to $200,000 United States Dollars into an escrow account which shall be released at closing of the Transaction ("Escrow Amount").

E. Financing
The entire cash portion of the Transaction will be funded from INTL's available cash on hand and other immediately accessible liquidity sources.

F. Transition Services Agreement
We will reimburse Seller for any reasonable expenses required to keep EncoreFX Ltd. operational and in regulatory compliance and additionally, we will reimburse the Trustee for any reasonable expenses directly related to EncoreFX Ltd. All such expenses shall be paid by INTL to Seller and/or Trustee, as applicable, within fifteen (15) calendar days of INTL receiving such invoices. Such expenses are projected to be approximately U.S.$250,000 for the first six (6) months post-execution of this LOI.

G. Exclusivity
Acceptance of this LOI will give us exclusivity through negotiation and execution of the Definitive Agreements necessary to complete the Transaction.

H. Required Approvals & Conditions
The INTL Executive management Team has approved the terms of this LOI.

The Transaction will be subject to customary closing conditions, including:

- Receipt of all necessary governmental, regulatory and material third party approvals and assignments necessary to consummate the Transaction.
- There are no material adverse changes to the business of EncoreFx Ltd.
- The seller obtaining either Court and/or Inspector approval and clear ownership of the shares.

I. Timelines
We are committed to conducting the due diligence, negotiating and executing the Definitive Agreement by May 1, 2020, and closing thereafter on an expedited basis.

J. Confidentiality

INTL FCStone
Commodities · Global Payments · Foreign Exchange · Securities
155 E 44th Street,
Suite 900
New York, New York 10017

CONFIDENTIAL

04/08/2020

Our proposal is being made on the understanding that neither the existence nor the details of the LOI will be disclosed publicly or to any third party (other than to professional advisors who need to know and then only on the basis that such person shall keep such information confidential). This LOI is not intended to create any disclosure obligations for INTL or EncoreFX. We believe that any premature public disclosure of our interest in working towards the Transaction would be harmful to INTL and EncoreFX and therefore our willingness to proceed is premised on absolute confidentiality and non-disclosure. Prior to the execution of the Definitive Agreements, any public announcement in respect of the Transaction shall only be made with INTL's prior written consent, except where and only to the extent required by law.

K. Other Matters
This letter shall be governed by and construed in accordance with laws of the State of New York. The parties irrevocably submit and accept generally and unconditionally the jurisdiction of the courts of the State of New York with respect to any legal action or proceeding that may be brought at any time relating to this letter.

We believe that our LOI represents an attractive proposition for Encore and would result in the creation of an even more dynamic global payments leader. We remain fully committed to moving to the expeditious completion of the Transaction and we hope that we can move forward together towards a successful outcome.

Will Dunaway

INTL FCStone Inc.

William Dunaway

CFO

INTL FCStone Inc

ERNST & YOUNG INC.
in its capacity as Trustee in the Bankruptcy
of EncoreFX Inc. and not in its personal capacity

Commodities · Global Payments · Foreign Exchange · Securities
155 E 44th Street,
Suite 900
New York, New York 10017

CONFIDENTIAL

04/08/2020

Per:

Mike Bell, CPA, CA, CIRP, LIT
Senior Vice President

APPENDIX C

Execution Version

SHARE PURCHASE AGREEMENT

THIS AGREEMENT dated as of July 1, 2020, 2020 is between:

ERNST & YOUNG INC., solely in its capacity as Trustee in Bankruptcy of EncoreFX Inc., with an address at Pacific Center, 700 West Georgia Street, Vancouver, BC, Canada V7Y 1C7

(the “**Seller**” or the “**Trustee**”)

AND

INTL FCSTONE INC., a company incorporated under the laws of the State of Delaware, with an address at 155 E 44th Street, Suite 900, New York, New York, USA 10017

(the “**Buyer**”)

BACKGROUND

A. On March 30, 2020, the Debtor Company (as defined below) filed an assignment into bankruptcy. The Seller consented to act as the licensed insolvency trustee in the estate of the Debtor Company.

B. On April 8, 2020 the Buyer sent a Binding Letter of Intent (the “**LOI**”) regarding the purchase of the Shares (as defined below) from the Seller.

C. On April 28, 2020, an order was made by the Supreme Court of British Columbia in Bankruptcy and Insolvency granting the Seller the authority to enter into the LOI.

D. The Seller has agreed to sell, and the Buyer has agreed to buy, the Shares on the terms set out in this Agreement.

AGREEMENTS

For good and valuable consideration, the receipt and sufficiency of which each Party acknowledges, the Parties agree as follows:

PART 2
INTERPRETATION

2.1 **Defined Terms**. In this Agreement:

(a) “**Action**” means the Supreme Court of British Columbia Action No. VLC-S-B-200204;

(b) “**Base Price**” has the meaning given in paragraph 3.2;

(c) “**BMO Debt**” means any indebtedness or other obligations and liabilities owing by the Subsidiary to the Bank of Montreal;

(d) “**Business Day**” means any day from Monday to Friday, inclusive, except for any day that is a statutory holiday in British Columbia;

(e) “**Certificate of Appointment**” means the certificate of appointment dated March 30, 2020 issued by the Office of the Superintendent of Bankruptcy Canada and appointing the Seller as licensed insolvency trustee in the matter of the bankruptcy of the Debtor Company;

(f) “**Closing Date**” has the meaning given in paragraph 9.1;

(g) “**Closing Working Capital**” has the meaning given in paragraph 3.3(a);

(h) “**Closing Working Capital Statement**” has the meaning given in paragraph 3.3(a);

(i) “**Court**” means the Supreme Court of British Columbia;

(j) "**Current Assets**" means all current assets of the Subsidiary to the extent any such item is a "current asset" in accordance with GAAP, including accounts receivable, inventory, prepaid expenses, customer deposits and other deposits, all calculated in accordance with the historic practices of the Subsidiary (provided that if historic practices are inconsistent with GAAP, then GAAP takes precedence) but exclusive of related party or intercompany balances, if any;

(k) "**Current Liabilities**" means all current liabilities of the Subsidiary to the extent any such item is a "current liability" in accordance with GAAP, including the accounts payable, accrued liabilities, bonuses payable, and advances from customers, all calculated in accordance with the historic practices of the Subsidiary (provided that if historic practices are inconsistent with GAAP, then GAAP takes precedence) but exclusive of related party or intercompany balances, if any;

(l) “**Debtor Company**” means Encore FX Inc., a corporation incorporated under the *Canada Business Corporations Act*;

(m) “**Deposit**” has the meaning given in paragraph 3.8;

(n) “**Dispute**” has the meaning given in paragraph 3.5(a);

(o) “**Estimated Working Capital**” has the meaning given in paragraph 3.3(a);

(p) “**Estimated Working Capital Statement**” has the meaning given in paragraph 3.3(a);

(q) “**Inspectors**” means the individuals appointed under the *Bankruptcy and Insolvency Act* (Canada) at the first meeting of the creditors of the Debtor Company;

(r) “**Legal Fees**” has the meaning given in paragraph 7.2;

(s) “**LOI**” has the meaning given in Recital B;

(t) “**Material Adverse Change**” means any transaction, event, condition, change, circumstance or effect that results in or may reasonably be expected to result in a material adverse change to:

    (i) the business or the financial condition, trading position or prospects of the Debtor Company; or

    (ii) the value of the Shares,

other than any changes in interest rates, exchange rates, commodity prices or other general economic conditions. For the avoidance of doubt, a Material Adverse Change includes the revocation of any of the state licenses that would materially impact the future revenue of Subsidiary;

(u) “**Parties**” means the Seller and the Buyer, and their respective successors and assigns, and "**Party**" means any one of the Parties;

(v) “**Person**” means an individual, a corporation, a society, a partnership, a government or any government department or agency, a trustee, any unincorporated organization, and includes the heirs and legal representatives of an individual;

(w) “**Purchase Price**” has the meaning given in paragraph 3.3(b);

(x) “**Shares**” means all the issued and outstanding shares of the Subsidiary set out in SCHEDULE 1;

(y) “**Subsidiary**” means EncoreFX Ltd., a subsidiary of the Debtor Company incorporated under the laws of the State of Washington;

(z) “**Transition Expenses**” has the meaning given in paragraph 7.1;

(aa) “**Transition Period**” is the period beginning April 8, 2020 and ending on the Closing Date;

(bb) “**Vesting Order**” means the order substantially in the form attached hereto as SCHEDULE 2; and

(cc) “**Working Capital**” means Current Assets less Current Liabilities.

2.2 Schedules. The following attached Schedules form part of this Agreement:

SCHEDULE 1 List of Shares
SCHEDULE 2 Vesting Order

PART 3
AGREEMENT TO SELL AND CONSIDERATION

3.1 **Agreement to Sell**. The Seller will sell, and the Buyer will buy, all of the right, title and interest of the Seller in and to the Shares on the terms set out in this Agreement.

3.2 **Base Price**. The base purchase price payable by the Buyer to the Seller for the Shares (the "**Base Price**") is $200,000.00.

3.3 **Purchase Price**.

(a) At least five Business Days, and no more than ten Business Days before the Closing Date, the Seller will prepare and deliver to the Buyer: (a) a written statement setting forth its good faith estimate of the Working Capital of the Subsidiary as at the Closing Date (the "**Estimated Working Capital**"); (b) an itemized balance of each component of Current Assets and Current Liabilities included within such estimate of Working Capital of the Subsidiary (the "**Estimated Working Capital Statement**"); and (c) a calculation of the Purchase Price (hereinafter defined), as of the Closing Date. The Estimated Working Capital Statement will be prepared based on best estimates of net realizable value; and where appropriate, in accordance with GAAP.

(b) At the Closing Date, the Buyer will pay to the Seller an amount equal in the aggregate to:

(i) the Base Price:

(ii) plus, the Estimated Working Capital;

(iii) less, the Deposit (hereinafter defined).

(The total amount calculated pursuant to this Section 3.3(b) will be referred to herein as the "**Purchase Price**".)

3.4 **True-Up**. Within 15 Business Days following the Closing Date, the Buyer shall deliver to the Seller a written statement containing the following: (a) a statement of Working Capital as at the Closing Date (the “**Closing Working Capital**”); and (b) an itemized balance of each component of Current Assets and Current Liabilities included within such Closing Working Capital of the Subsidiary (the “**Closing Working Capital Statement**”). The Closing Working Capital Statement will be prepared based on best estimates of net realizable value; and where appropriate, in accordance with GAAP.

3.5 **Acceptance of Statements; Dispute Procedures**.

(a) The Closing Working Capital Statement (and the computation of Closing Working Capital indicated thereon) delivered by the Buyer to the Seller shall be conclusive and binding upon the Parties unless the Seller, within 14 Business Days after delivery to the Seller of the Closing Working Capital Statement, notifies the Buyer in writing that the Seller disputes any of the amounts set forth therein (the “**Dispute**”), specifying the nature of the Dispute and the basis therefor. During the pendency of the Dispute, the Buyer and the Subsidiary will provide the Seller with reasonable access to any documents, schedules, work papers or other information used in the preparation of the Closing Working Capital Statement. The Parties shall in good faith attempt to resolve the Dispute and, if the Parties so resolve the Dispute, the Closing Working Capital Statement (and the computation of Closing Working Capital indicated thereon), as amended to the extent necessary to reflect the resolution of the Dispute and the agreement thereto of the Parties, shall be conclusive and binding on the Parties.

(b) If the Parties do not reach an agreement in resolving the Dispute within 30 Business Days after notice is given by the Seller to the Buyer pursuant to paragraph 3.5(a), the Parties shall solicit the advice of KPMG LLP (Canada), a neutral third party accounting firm, to independently determine the Closing Working Capital. In such case, the Closing Working Capital shall be equal to the average of the Closing Working Capital as calculated by each of the Buyer, the Seller and KPMG LLP (Canada).

3.6 **Payment of the Purchase Price**. On the Closing Date, the Buyer will pay the Purchase Price by wire transfer of immediately available funds to an account designated in writing by the Seller which will be provided to the Buyer at least two Business Days before the Closing Date.

3.7 **Post-Closing Adjustments to Purchase Price**. Upon final determination of Closing Working Capital, the Purchase Price shall be adjusted by the Parties, as follows:

(a) if the sum of the Closing Working Capital is greater than the sum of the Estimated Working Capital, the Buyer shall as promptly as reasonably practicable, but in no event later than five Business Days after such final determination, pay the amount of such difference to Seller; and

(b) if the sum of the Closing Working Capital is less than the sum of the Estimated Working Capital, the Seller shall as promptly as reasonably practicable, but in no event later than five Business Days after such final determination, pay to Buyer the amount of such difference.

In each case above in this paragraph 3.7, such payments will be made by wire transfer of immediately available funds to the account designated by the Party receiving such payment

3.8 **Deposit**. The Seller acknowledges receipt of the sum of $200,000.00 (the "**Deposit**"), paid by the Buyer to the Seller, on the terms set out in paragraph 3.9.

3.9 **Terms of Deposit**. The Seller will cause its lawyers to hold the Deposit in trust upon the following terms:

(a) if the sale is closed under the terms of this Agreement, to credit the Deposit, and any interest accrued on the Deposit, to the Purchase Price;

(b) if the sale is not closed by reason of a breach or default under this Agreement by the Seller, or because any condition precedent set out in Part 8 is not waived or satisfied by the Buyer on or before the Closing Date, the Deposit, together with any interest accrued on the Deposit, will be paid to the Buyer;

(c) if the sale is not closed by reason of a breach or default under this Agreement by the Buyer, or because any condition precedent set out in Part 8 is not waived or satisfied by the Seller on or before the Closing Date, the Deposit, together with any interest accrued on the Deposit,

(i) will first be applied towards any outstanding approved Transition Expenses and Legal Fees; and

(ii) the remainder of the Deposit will be refunded to the Buyer.

3.10 **Taxes**. The Buyer will pay all taxes payable upon purchase of the Shares.

PART 4
REPRESENTATIONS

4.1 **Representations of the Seller**. The Seller represents and warrants to the Buyer as follows:

(a) *Status of Seller*. The Seller has the power and capacity to dispose of the Shares and to enter into this Agreement and carry out its terms;

(b) *Sale Will Not Cause Default*. To the best of the Seller's knowledge, having made no independent inquiries or investigations, neither the execution and delivery of this Agreement, nor the completion of the purchase and sale contemplated in this Agreement will:

(i) violate any order, decree, statute, by law, regulation, covenant, or restriction, applicable to the Seller, or any of the Shares;

(ii) give any person any right to terminate, cancel, or remove any of the Shares;

(c) *Compliance*. To the best of the Seller's knowledge, having made no independent inquiries or investigations, the Subsidiary is in compliance with all applicable regulatory requirements.

(d) *Canadian Residency*. The Seller is a resident in Canada within the meaning of the *Income Tax Act* (Canada); and

(e) *Residency*. The Seller is not, and on the Closing Date will not be, a non-resident of Canada within the meaning of the *Income Tax Act* (Canada).

4.2 **Representations of the Buyer**. The Buyer represents and warrants to the Seller as follows:

(a) *Status of the Buyer*. The Buyer is a corporation, duly incorporated, validly existing, and in good standing under the laws of its jurisdiction of incorporation, has the power and capacity to enter into this Agreement, and to carry out its terms;

(b) *Authority to Purchase*. The execution and delivery of this Agreement, and the completion of the transactions contemplated by this Agreement, have been duly and validly authorized by all necessary corporate action on the part of the Buyer, and this Agreement constitutes a legal, valid, and binding obligation of the Buyer, enforceable against the Buyer in accordance with its terms, except as limited by laws of general application affecting the rights of creditors, and subject to the availability of any equitable remedy in any particular instance;

PART 5
TITLE TO THE SHARES

5.1 **Title to the Shares**. The Shares will be transferred to the Buyer by way of the Vesting Order in the Action vesting title to the Shares in the Buyer free and clear of any encumbrances.

5.2 **Acknowledgement**. The Buyer acknowledges that the Seller is selling the Shares strictly on an "as is, where is" basis as they exist at the Closing Date, and that the Buyer's consummation of the transaction constitutes the Buyer's acknowledgment that it has satisfied itself as to all matters relating to the Shares. The Buyer further acknowledges that it has entered into this Agreement on the basis that the Seller does not guarantee title to the Shares. No representation, warranty or condition by the Seller is expressed or implied as to title, encumbrances, environmental liabilities, description, fitness for purpose, merchantability, assignability, condition, quantity or quality or in any respect of any other matter or thing whatsoever concerning the Shares or the right of the Seller to sell the Shares. Without limiting the generality of the foregoing, any and all conditions, warranties or representations expressed or implied pursuant to any applicable statute, including without limitation, the *Sale of Goods Act* (British Columbia) or other similar legislation, do not apply hereto and are hereby waived by the Buyer. The description of the Shares set out herein is for the purpose of identification only and no representation, warranty or condition has or will be given by the Seller concerning the completeness or accuracy of such descriptions.

PART 6
COURT APPROVAL

6.1 The Buyer acknowledges and agrees that until this Agreement is approved by the Court in the Action, the Seller's obligation in connection with this Agreement is limited to considering it and, if accepted by the Seller, putting the Agreement before the Court for approval. Thereafter, the Buyer acknowledges that the Seller is subject to the jurisdiction and discretion of the Court to entertain other offers and any further orders the Court may make regarding the Shares. Given the Seller's position as Trustee in the Action, the Seller may be compelled to advocate that the Court consider other offers in order to obtain the highest price for the Shares. The Seller gives no assurance or undertaking to advocate the approval of this Agreement by the Court. The Buyer acknowledges that it must make its own arrangements to support the approval of this Agreement in Court.

PART 7
PRE-CLOSING TRANSITION SERVICES

7.1 **Transition Services**. During the Transition Period, the Seller agrees to provide the Services described below, and the Buyer will reimburse the Seller for all reasonable expenses that the Seller incurs in relation to:

(a) the management of the day-to-day operations of the Subsidiary;

(b) reasonable fees of the Trustee and its legal counsel; and

(c) compliance with regulatory matters and requirements related to the Subsidiary,

with such expenses not to exceed $250,000.00 (the "**Transition Expenses**") unless otherwise mutually agreed to in writing by the Parties.

7.2 **Cooperation**. Buyer and Seller shall cooperate with one another (i) in determining whether any action by or in respect of, or filing with, any regulatory authority with respect to the Subsidiary is required, or any actions, consents, approvals or waivers are required to be obtained from any party, including Debtor Company or its successor, to any material contracts, in connection with the consummation of the sale and (ii) in taking such actions or making any such filings, furnishing information required in connection therewith and acting in a timely manner to obtain any such actions, consents, approvals or waivers.

7.3 **Legal Fees**. The Buyer will reimburse the Seller for all reasonable legal fees incurred by the Seller in relation to preparation of court materials and court appearances regarding the Vesting Order and the Action (the "**Legal Fees**").

7.4 **Payment of Fees and Expenses**. The Seller will submit to the Buyer invoices upon incurring Transition Expenses and Legal Fees and the Buyer will make full payment of approved Transition Expenses and Legal Fees with fifteen calendar days of receipt of such invoices.

7.5 **Other Fees and Expenses**. Other than the Transition Expenses and the Legal Fees, and unless otherwise stated in this Agreement, the Seller will be responsible for all other fees and expenses relating to the Subsidiary, the Debtor Company and this Agreement and the transactions contemplated hereunder.

PART 8
CONDITIONS PRECEDENT

8.1 **Conditions Precedent to Buyer's Obligations**. The obligations of the Buyer under this Agreement are subject to the fulfilment, prior to or at the Closing Date, of the following conditions:

(a) the Seller's representations contained in this Agreement will be true at and as of the Closing Date as though those representations were made as of the Closing Date;

(b) the Seller obtaining and receiving from the Court the Vesting Order within 15 days of the date of the Agreement, or such longer period as may be mutually agreed by the Parties;

(c) all documents listed in paragraph 9.3 will have been received by the Buyer;

(d) approval of this Agreement and the transactions contemplated hereunder by the Inspectors;

(e) there will have been no Material Adverse Change between the date of this Agreement and the Closing Date; and

(f) the Seller will have provided the Buyer will sufficient evidence, by way of a no interest letter, release or other similar document that the Buyer deems to be sufficient in its sole discretion, showing that there are no amounts outstanding, nor are there any obligations or liabilities remaining, pursuant to the BMO Debt.

8.2 **Waiver of Conditions by the Buyer**. Each of the conditions set out in paragraph 8.1 is for the exclusive benefit of the Buyer, and any of those conditions may be waived, in whole or in part, by the Buyer at or prior to the Closing Date, by delivering to the Seller a written waiver to that effect signed by the Buyer.

8.3 **Conditions Precedent to Seller's Obligations**. The obligations of the Seller under this Agreement are subject to the fulfilment, prior to or at the Closing Date, of the following conditions:

(a) the Buyer's representations contained in this Agreement will be true at and as of the Closing Date as though those representations were made as of the Closing Date; and

(b) the Seller obtaining and receiving from the Court the Vesting Order within 15 days of the date of the Agreement, or such longer period as may be mutually agreed by the Parties;

(c) the Buyer having:

(i) replaced, or cause to be replaced, any and all surety bonds (the "**Bonds**") issued by Travelers Insurance Company of Canada ("**Travelers**") to the Debtor Company; and

(ii) indemnified and held harmless the Seller and the Debtor Company for any and all liabilities that may be incurred by the Seller or the Debtor Company in respect of the Bonds on or after the Closing Date.

8.4 **Waiver of Conditions by the Seller**. Each of the conditions set out in paragraph 8.3 is for the exclusive benefit of the Seller, and any of those conditions may be waived, in whole or in part, by the Seller at or prior to the Closing Date, by delivering to the Buyer a written waiver to that effect signed by the Seller.

8.5 **Binding Agreement**. The Seller and the Buyer acknowledge and agree that although the Buyer's obligation to complete the sale and purchase contemplated by this Agreement is subject to the satisfaction or waiver of the conditions precedent set forth in this Part 8:

(a) those conditions precedent are not conditions to there being a binding agreement between the Seller and the Buyer with respect to the Shares; and

(b) this Agreement is not void, voidable, revocable or, except for default, otherwise capable of being terminated by any of the Parties until the time limited for the satisfaction or waiver of such conditions precedent has expired.

PART 9
CLOSING

9.1 **Completion**: The sale will be completed on the first day of the month following satisfactory completion or waiver of the Seller's conditions precedent listed in paragraph 8.3, subject to any extension under paragraph 10.12 (the "**Closing Date**"). In the event the Closing Date does not occur prior to December 31, 2020 due to the fault of neither Party, this Agreement shall, unless the Parties mutually agree to extend the Closing Date, be deemed to be at an end and the Deposit shall be distributed in accordance with paragraph 3.9.

9.2 **Place of Closing**. The closing will take place at the offices of the Buyer's lawyers, DLA Piper (Canada) LLP, 2800 - 666 Burrard Street, Vancouver, BC.

9.3 **Documents and Shares to be Delivered by the Seller**. At the closing the Seller will deliver, or cause to be delivered, to the Buyer:

(a) the Vesting Order;

(b) cancelled share certificates of the Subsidiary;

(c) a new share certificate showing the Buyer as sole shareholder of the Subsidiary;

(d) an updated securities register of the Subsidiary;

(e) a certificate of good standing of the Subsidiary;

(f) the complete books and records of the Subsidiary; and

(g) all deeds of conveyance, bills of sale, transfers, and assignments reasonably required by the Buyer, and in form and content satisfactory to the Buyer's and Seller's lawyers, appropriate to effect the assignment, transfer and sale of the Shares as contemplated in this Agreement.

9.4 **Documents to be Delivered by the Buyer**. At the Closing Date the Buyer will deliver, or cause to be delivered, to the Seller:

(a) evidence of payment of the Purchase Price and the Transition Expenses;

(b) evidence of replacement of the Bonds provided by Travelers; and

(c) a release from the Subsidiary in favour of the Debtor Company with respect to any and all claims the Subsidiary has, or may have in the future, against the Debtor Company, in a form and substance satisfactory to the Seller and the Debtor Company.

9.5 **Terms of Closing**. Closing will not be completed, nor will the documents tabled for delivery at the Closing Date be delivered, until all conditions of closing (including the deliveries contemplated by this Part 9) have been fulfilled or waived.

9.6 **Transfer Fees and Taxes**. In addition to the Purchase Price, any taxes, fees or costs payable with respect to transfer of title to the Shares to the Buyer and to registration of such transfer will be for the account of the Buyer. All costs of clearing any charges or encumbrances affecting the Shares will be for the account of the Seller.

PART 10
GENERAL

10.1 **Further Assurances**. The Parties will execute and deliver all other appropriate supplemental agreements and other instruments, and take any other action necessary, to give full effect to this Agreement, and to make this Agreement legally effective, binding, and enforceable as between them, and as against third Parties.

10.2 **Binding Agreement**. This Agreement will bind and benefit each of the Parties including their respective successors and permitted assigns.

10.3 **Expenses**. Except as otherwise provided herein, each Party will pay any expense it incurs in authorizing, executing, and performing this Agreement and any transaction contemplated by it, whether or not that transaction is completed, including any fee and expense of its legal counsel, banker, investment banker, broker, accountant, or other consultant.

10.4 **Assignment**. The Buyer may assign this Agreement to any Affiliate (as such term is defined in the *Business Corporation Act* (British Columbia)) or subsidiary corporation of the Buyer without the consent of the Seller. The Seller may assign this Agreement without the prior consent of the Buyer.

10.5 **Counterparts**. This Agreement may be signed by original or electronically and executed in any number of counterparts, and each executed counterpart will be considered to be an original. All executed counterparts taken together will constitute one agreement.

10.6 **Entire Agreement**. This Agreement constitutes the entire agreement between the Parties and there are no representations or warranties, express or implied, statutory or otherwise and no agreements collateral to this Agreement other than as expressly set out or referred to in this Agreement.

10.7 **Gender and Number**. Words in one gender include all genders, and words in the singular include the plural and vice versa.

10.8 **Governing Law and Jurisdiction**. This Agreement will be governed by and construed in accordance with British Columbia law and applicable Canadian law and will be treated in all respects as a British Columbia contract. The Parties agree to the non-exclusive jurisdiction of the courts of the Province of British Columbia.

10.9 **No Personal Liability**. The Buyer acknowledges that the Seller is acting only in its representative capacity as the licensed insolvency trustee and that the Seller will have no liability under or as a result of entering into or carrying out the transaction under this Agreement except in that capacity.

10.10 **Time**. Time will be of the essence.

10.11 **Currency**: All dollar amounts in this Agreement, including the symbol “$”, refer to the currency of the United State of America.

10.12 **Expiry of Time Period**. In this Agreement, if any period ends on a day other than a Business Day, that period will be extended to the next following Business Day.

10.13 **Notices**. In this Agreement:

(a) any notice or communication required or permitted to be given under the Agreement will be in writing and will be considered to have been given if delivered by hand, transmitted by e-mail or mailed by prepaid registered post in Canada, to the address or e-mail address of each Party set out below:

(i) if to the Seller:

Ernst & Young Inc., solely in its capacity as Trustee in Bankruptcy of EncoreFX Inc.
Pacific Center, 700 West Georgia Street
Vancouver, BC, Canada
V7Y 1C7

Attention: Mike Bell
E-mail Address: mike.bell@ca.ey.com

with a copy to:

MLT Aikins LLP
2600 – 1066 West Hastings Street
Vancouver, BC V6E 3X1

Attention: William E.J Skelly
E-mail Address: wskelly@mltaikins.com

and

Attention: Mark Gill
E-mail Address: mgill@mltaikins.com

(ii) if to the Buyer:

INTL FCStone
1075 Jordan Creek Parkway – Suite 300
West Des Moines, IA 50266

Attention: David A. Bolte, Counsel and Corporate Secretary
E-mail Address: David.Bolte@intlfcstone.com

with a copy to:

DLA Piper (Canada) LLP
2800 - 666 Burrard Street
Vancouver, BC V6C 2Z7

Attention: Karen Fellowes
E-mail Address: karen.fellowes@dlapiper.com

or to such other address or e-mail address as any Party may designate in the manner set out above;

(b) any notice or communication will be considered to have been received:

(i) if delivered by hand during business hours on a Business Day, upon receipt by a responsible representative of the Seller, and if not delivered during business hours, upon the commencement of business on the next Business Day;

(ii) if sent by e-mail, upon the sender receiving confirmation receipt of the e-mail; and

(iii) if mailed by prepaid registered post in Canada, upon the fifth Business Day following posting; except that in the case of a disruption or an impending or threatened disruption in postal services every notice or communication will be delivered by hand or sent by facsimile transmission.

10.14 **Confidentiality**. Neither the Seller nor the Buyer will, without the prior written consent of the other, disclose the Purchase Price or any of the other terms and conditions of this Agreement to any other Person other than to its respective bankers, solicitors and financial advisors, or otherwise as required to carry out its obligations under this Agreement or by law.

[*Signature Page to Follow*.]

TO EVIDENCE THEIR AGREEMENT each of the Parties has executed this Agreement on the date first appearing above.

ERNST & YOUNG INC., solely in its capacity as Trustee
in Bankruptcy of EncoreFX Inc. and not in its personal capacity

By: DocuSigned by: Mike Bell
9172C0281481489...

Authorized Signatory

INTL FCSTONE INC.

By: DocuSigned by: Snezana Rajsic
E63CC42A808742A...

DocuSigned by: William Dunaway
8A3F956444C346F...

Authorized Signatory

SCHEDULE 1
LIST OF SHARES

100% of the issued and outstanding shares in Encore FX Ltd., a subsidiary of the Debtor Company incorporated under the laws of the State of Washington, as follows:

Class of Shares	**Number of Shares**	**Shareholder**
Common Capital Stock	815,100	EncoreFX Inc.

SCHEDULE 2
VESTING ORDER

District of British Columbia
Division No. 3 - Vancouver
Court Action No. VLC-S-B-200204
Estate No. 11-2634864_

IN THE SUPREME COURT OF BRITISH COLUMBIA
IN BANKRUPTCY AND INSOLVENCY

IN THE MATTER OF THE BANKRUPTCY OF

ENCOREFX INC.

ORDER MADE AFTER APPLICATION

APPROVAL AND VESTING ORDER

BEFORE THE HONOURABLE	)	
	)	dd/mm/yyyy
____________________________	)	

THE APPLICATION of Ernst and Young Inc. in its capacity as Trustee in bankruptcy (the "Trustee") of the assets, undertakings and properties of Encore FX Inc. coming on for hearing at Vancouver, British Columbia, on the _____ day of ___________, 2020; AND ON HEARING William Skelley, counsel for the Trustee, and those other counsel listed on Schedule "A" hereto, and no one appearing for __________, although duly served; AND UPON READING the material filed, including the Report of the Trustee dated ____________________ (the "Report");

THIS COURT ORDERS AND DECLARES THAT:

1. The sale transaction (the "Transaction") contemplated by the Share Purchase Agreement dated ____________, _____ (the "Sale Agreement") between the Trustee and INTL FCStone Inc. (the "Purchaser") is hereby approved, and the Sale Agreement is commercially reasonable The execution of the Sale Agreement by the Trustee is hereby authorized and approved, and the Trustee 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 to the Purchaser of the assets described in the Sale Agreement (the "Purchased Assets").

2. Upon delivery by the Trustee to the Purchaser of a certificate substantially in the form attached as Schedule "B" hereto (the "Trustee's Certificate"), all of the Debtor's right, title and interest in and to the Purchased Assets described in the Sale Agreement shall vest absolutely in the Purchaser in fee simple, 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 this Court dated [Date]; (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* of British Columbia or any other personal property registry system; and (iii) those Claims listed on Schedule "D" hereto (all of which are collectively referred to as the "Encumbrances", which term shall not include the permitted encumbrances, easements and restrictive covenants listed on Schedule "E" hereto), 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.

3. 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 from and after the delivery of the Trustee's Certificate all Claims 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 had possession or control immediately prior to the sale.

4. The Trustee is to file with the Court a copy of the Trustee's Certificate forthwith after delivery thereof.

5. The Trustee, with the consent of the Purchaser, shall be at liberty to extend the Closing Date to such later date as those parties may agree without the necessity of a further Order of this Court.

6. Notwithstanding:

   (a) these proceedings;

   (b) any applications for a bankruptcy order in respect of the Debtor now or hereafter made pursuant to the *Bankruptcy and Insolvency Act* and any bankruptcy order issued pursuant to any such applications; and

   (c) any assignment in bankruptcy made by or in respect of the Debtor,

   the vesting of the Purchased Assets in the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Debtor and shall not be void or voidable by creditors of the Debtor, nor shall it constitute or be deemed to be a transfer at undervalue, fraudulent preference, assignment, fraudulent conveyance or other reviewable transaction under the *Bankruptcy and Insolvency 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.

7. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body, wherever located, to give effect to this Order and to assist the Trustee 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 Trustee, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Trustee and its agents in carrying out the terms of this Order.

8. The Trustee or any other party have liberty to apply for such further or other directions or relief as may be necessary or desirable to give effect to this Order.

THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER AND CONSENT TO EACH OF THE ORDERS, IF ANY, THAT ARE INDICATED ABOVE AS BEING BY CONSENT:

____
Signature of
☐ Party ☑ Lawyer for the Petitioners

____
<Print Name>

____
Signature of
☐ Party ☐ Lawyer for <name of party(ies)>

____
<Print Name>

BY THE COURT

____
REGISTRAR