Court File No.: CV-21-00665194-00CP

ONTARIO
SUPERIOR COURT OF JUSTICE

B E T W E E N:

MARKO STAJIC,
MORDECAI BOBROWSKY, and KYLE YAMAMURA

Plaintiffs

– and –

WAYLAND GROUP CORP., and BENJAMIN ALLAN WARD

Defendants

Proceeding under the *Class Proceedings Act, 1992*

Court File No.: CV-22-00687490-00CP

ONTARIO
SUPERIOR COURT OF JUSTICE

B E T W E E N:

MARKO STAJIC

Plaintiffs

– and –

SCOTT LANGILLE, GERHARD MÜLLER,
PAUL PATHAK, ERIC SILVER, MICHAEL STEIN, and JOHN DOES 1-3

Defendants

Proceeding under the *Class Proceedings Act, 1992*

Court File No.: CV-23-00693650-00CP

ONTARIO
SUPERIOR COURT OF JUSTICE

B E T W E E N:

MICHAËL BORDELEAU-TASSILE

Plaintiff

– and –

CANACCORD GENUITY CORP. ~~.,~~ <u>and</u> GMP SECURITIES L.P.~~,~~
~~and VIII CAPITAL CORPORATION~~

Defendants

Proceeding under the *Class Proceedings Act, 1992*

SECOND AMENDED PLAN OF ALLOCATION AND DISTRIBUTION PROTOCOL

THE DEFINED TERMS

1. The definitions set out in the settlement agreement reached between the Plaintiffs and the Settling Defendants made as of January 22, 2026 (the "**Settlement Agreement**"), except as modified or defined herein, apply to and are incorporated into this Plan of Allocation:

(a) "**Actions**" means, collectively, the Wayland Action, the Stajic Action and the Bordeleau-Tassile Action;

(b) "**Administrator**" means Berger Montague (Canada) PC;

(c) "**Administration Expenses**" means all fees, disbursements, expenses, costs, taxes and any other amounts incurred or payable relating to the approval, implementation and administration of the Settlement Agreement, including the costs of translating, publishing and delivering notices and the fees, disbursements and taxes paid to the Administrator, the Referee, and any other expenses approved by the Court which shall all be paid from the Settlement Amount;

(d) "**Authorized Claimant**" means a Class Member who: (i) submitted a properly completed Claim Form identifying his/her/its total Qualified Securities, and all required Supporting Documentation to the Administrator on or before the Claims Bar Deadline; and (ii) is eligible to receive a Distribution from the Compensation Fund based on the number of Shares accepted as Qualified Securities by the Administrator;

(e) "***Bordeleau-Tassile Action***" means the action commenced by Michael Bordeleau-Tassile against Canaccord Genuity and GMP Securities L.P., bearing Court File No. CV-23-00693650-00CP;

(f) "**Claim**" and "**Claims**" means any and all manner of claims, demands, actions, suits, causes of action, whether class, individual or otherwise in nature, whether personal or subrogated, damages whenever incurred, liabilities of any nature whatsoever, including interest, costs, expenses, class administration expenses (including Administration Expenses), penalties, and lawyers' fees (including Class Counsel Fees), known or unknown, suspected or unsuspected, foreseen or unforeseen, actual or contingent, and liquidated or unliquidated, in law, under statute or in equity, in this or any other Canadian or foreign jurisdiction;

(g) "**Claim Form**" means the online form or forms to be approved by the Court, which, when completed and submitted in a timely manner to the Administrator ~~by email or~~ through the Website, enables a Class Member to apply for compensation pursuant to the Settlement Agreement and this Plan of Allocation;

(h) "**Claimant**" means a Class Member who submits a properly completed Claim Form and all required Supporting Documentation to the Administrator on or before the Claims Bar Deadline;

(i) "**Claims Bar Deadline**" means one hundred twenty (120) days after Class Counsel disseminate notice of the anticipated order approving the Settlement Agreement, and the Claim Form is functional on the Website;

(j) "**Class Counsel**" means Berger Montague (Canada) PC (formerly Morganti & Co., P.C.);

(k) "**Class Counsel Fees**" means an amount equal to 30% of the Settlement Amount plus the relevant H.S.T. and reimbursement of Class Counsel's disbursements associated with prosecuting these Actions;

(l) "**Class Member**" means all Persons, other than Excluded Persons, who acquired the Securities on or after December 13, 2017, and held some or all of said Securities as of the close of trading on August 2, 2019 and who does not make an election to Opt-Out;

(m) "**Class Period**" means the period from December 13, 2017 to and including August 2, 2019;

(n) "**Compensation Fund**" means the Escrow Settlement Amount less Class Counsel Fees, Administration Expenses and the Honorarium;

(o) "**Court**" means the Ontario Superior Court of Justice, the Honourable Justice E.~~D~~M. Morgan;

(p) "***Cy-près***" means Osgood<u>e</u> Hall Law School's Investor Protection Clinic;

(q) **"Damages Per Qualified Securities"** means the result of dividing the Compensation Fund by the aggregate amount of all Authorized Claimants' Qualified Securities (the goal being that each Authorized Claimant is to receive a *pro rata* share of the Compensation Fund based on the number of Qualified Securities they held);

(r) "**Database**" means the web-based database in which the Administrator stores information received from the Claimants and/or acquired through the Claims process;

(s) "**Distribution**" means payment to Authorized Claimants in accordance with this Plan of Allocation, the Settlement Agreement and any order of the Court;

(t) "**Distribution List**" means a list containing the name and address of each Authorized Claimant, and the calculation of each Authorized Claimant's *pro rata* share of the Compensation Fund;

(u) "**Escrow Account**" means an interest-bearing account established at a Canadian Schedule 1 bank in which the Settlement Amount will be transferred and held under the control of the Administrator, following its appointment;

(v) "**Escrow Settlement Amount**" means the Settlement Amount plus any interest accruing thereon;

(w) "**Excluded Persons**" means each Settling Defendant, their respective family members, and any businesses in which they have a financial interest, and any investor who falls within the certified Class definition but who validly opts-out of the Action;

(x) **"FIFO**" means "first in, first out", whereby a Claimant's sales of Securities are matched against that Claimant's purchases of Securities in chronological order, such that each sale is deemed to be a sale of the earliest Securities then held by the Claimant, beginning with the Securities held by the Claimant as at the commencement of the Class Period;

~~(x)~~(y) "**Final Report**" means the report to be filed with the Court containing the information required under section 27.1(16) of the *Class Proceedings Act*., 1992, S.O. 1992, c.6;

~~(y)~~(z) "**First Notice**" means the notice advising Class Members that a settlement of the Actions has been reached with the Settling Defendants, subject to the Court

approval, in a form approved by the Court and in accordance with the relevant Notice Plan, substantially in the form attached as Schedule "A" to the Settlement Agreement;

~~(z)~~(aa) "**Honorarium**" means a one-time payment of $5,000 from the Compensation Fund to each of the representative plaintiffs Marko Stajic, Kyle Yamamura, Michael Bordeleau-Tassile, and Mordecai Bobrowsky, subject to the approval of the Court;

~~(aa)~~(bb) "**Individual Settling Defendants**" means Scott Langille, Gerhard Muller, Paul Pathak, Eric Silver, and Michael Stein;

~~(bb)~~(cc) "**Maximum Recovery**" means the maximum ~~amount of~~ Damages Per Qualified Securities that could be recovered from the Compensation Fund, those numbers being:

(i) Shares purchased between December 13, 2017 and February 22, 2019, and sold after February 22, 2019 but before April 23, 2019, will be assigned a maximum recovery of $0.19 per S~~s~~hare;

(ii) Shares purchased between December 13, 2017 and April 23, 2019, and sold after April 23, 2019 but before May 6, 2019,~~between April 24 and May 6~~, will be assigned a maximum recovery of $0.17 per Share;

(iii) Shares purchased between December 13, 2017 and May 6, 2019, and held after May 6, 2019, will be assigned a maximum recovery of $0.74 per Share; and

(iv~~ii~~) Shares purchased between May 7, 2019~~6~~ and August 2, 2019, and held after August 2, 2019, will be assigned ~~a maximum recovery of $0.74; and August 2,~~

~~2019, with~~ a maximum recovery of $0.03 per Share (i.e., the amount the price dropped as listed on the U.S. OTC Pink Sheets);[1]

~~(cc)~~(dd) "**Notice Plan**" means the reasonable notice programs for distributing each of the Settlement Class Notices (First Notice and Second Notice), as approved by the Court;

~~(dd)~~(ee) "***Pro Rata* Distribution"** means the Distribution to each Authorized Claimant in respect of their Qualified Securities;

~~(ee)~~(ff) "**Public Correction Dates**" means (i) February 21-22, 2019; (ii) April 23, 2019; (iii) May 6, 2019; and (iv) August 2, 2019;

~~(ff)~~(gg) "**Qualified Securities**" means Securities purchased or acquired during the Class Period and held until after the close of trading on February 22, 2019; April 23, 2019; ~~after April 23, 2019~~May 6, 2019; ~~and held until after the close of trading on~~ or August 2, 2019;

~~(gg)~~(hh) "**Referee**" means Eliezer Karp, a third-party licensee-lawyer;

~~(hh)~~(ii) "**Reference**" means the procedure by which a Claimant who disagrees with the Administrator's decision relating to their eligibility for compensation, the determination of the number of Qualified Securities, may appeal the Administrator's decision and have it reviewed by the Referee;

~~(ii)~~(jj) "**Second Notice**" means the notice to the Settlement Class in a form to be approved by the Court, substantially in accordance with the notice at Schedule "F" to the Settlement Agreement;

[1] The maximum recovery for warrants may, ultimately, be reduced by the same percentage discount compared to Wayland's common shares on each of the Public Correction Dates.

~~(jj)~~(kk) "**Second Order**" means an order of the Court approving the Settlement Agreement substantially in the form attached as Schedule "E" to the Settlement Agreement;

~~(kk)~~(ll) "**Securities**" means common shares, units and warrants of Wayland and Maricann, as applicable;

~~(ll)~~(mm) "**Settlement Amount**" means the sum of eight million dollars (CAD$8,000,000.00), inclusive of all interest, fees, taxes and disbursements claimed by the Class, including all legal fees and disbursements paid to, incurred by and to be incurred from July 4, 2025 forward by Class Counsel to complete the settlement, to be paid by or on behalf of the Settling Defendants to resolve the Actions;

~~(mm)~~(nn) "**Settlement Class Notices**" means the First Notice and the Second Notice.

~~(nn)~~(oo) "**Settling Defendants**" means Wayland, the Individual Settling Defendants, John Does 1-3, and the Underwriters (but, for greater certainty, does not include Ward);

~~(oo)~~(pp) "***Stajic Action***" means the action commenced by Marko Stajic against Scott Langille, Gerhard Muller, Paul Pathak, Eric Silver, Michael Stein and John Does 1-3, bearing Court File No. CV-22-00687490-00CP;

~~(pp)~~(qq) "**Supporting Documentation**" means copies of any bank or brokerage statement(s), or any other proof acceptable to the Administrator, that reflects (i) how many of the Securities were purchased during the Class Period and (ii) how many of the Securities were held after the close of trading on February 22, 2019; April 23, 2019; May 6, 2019; or August 2, 2019~~until after the release of the February 7, 2019 News Release~~;

~~"**Trustee**" means Andrew Morganti, the licensee that represents the Plaintiffs, who will be designed as the final decision maker prior to having to return to the Referee or the Court for directions;~~

~~(qq)~~(rr)"**Underwriters**" means Canaccord Genuity Corp. and GMP Securities L.P.;

~~(rr)~~(ss) "**Ward**" means Benjamin Allan Ward;

~~(ss)~~(tt) "**Wayland**" means Wayland Group Corp., formerly known as Maricann Group Corp;

~~(tt)~~(uu)"***Wayland Action***" means the fresh as amended action originally advanced by Jonathan Lubus, Marco Stajic, Mordecai Bobrowsky and Kyle Yamamura against Wayland, Ward, and the Underwriters bearing Court File No. CV-21-00665194-00CP; and

~~(uu)~~(vv) "**Website**" means https://bergermontague.com/cases/wayland-group-corp/.

THE OVERVIEW

2. This Plan of Allocation sets out the: (i) role of the Administrator ~~and Trustee~~; (ii) procedure for Class Members to apply for a Distribution from the Compensation Fund; (iii) guidelines for determination of a Class Member's eligibility to become an Authorized Claimant; and ~~–~~(iv) if appropriate, the manner of allocation and Distribution to each Authorized Claimant of their proportionate and allocable share of the Compensation Fund calculated on the basis of the calculations set forth herein.

CALCULATION OF THE *PRO RATA* DISTRIBUTION

3. The ~~first stage of the~~ *Pro Rata* Distribution for each Authorized Claimant will be calculated by the Administrator after the Claims Bar Deadline by multiplying each Authorized Claimant's Qualified Securities by the Damages Per Qualified Securities. ~~The second stage will be to ascertain~~

whether the Damages Per Qualified Securities exceeds the value assigned to buckets below and, if so, paragraph 4 shall apply.

3.4. The Administrator shall apply FIFO to determine the acquisition that corresponds to the disposition of a particular Qualified Security, including in the calculation of a Claimant's Damages Per Qualified Securities.

4.5. Authorized Claimant's Qualified Securities will be allocated into one (1) of three four (43) buckets:

(i) Shares purchased between December 13, 2017 and February 22, 2019, and sold after February 22, 2019 but before April 23, 2019, the maximum recovery is $0.19 per share;

(ii) Shares purchased between December 13, 2017 and April 23, 2019, and sold after April 23, 2019 but before May 6, 2019, the maximum recovery is $0.17 per share;

(iii) Shares purchased between December 13, 2017 and May 6, 2019, and held after May 6, 2019, the maximum recovery is $0.74 per share; and

(iviii) Shares purchased on the U.S. markets between May 7, 2019 and August 2, 2019, and the Qualified Security is held past after August 2, 2019, the maximum recovery is $0.03 per share.

An Authorized Claimant may have Qualified Securities in multiple buckets with corresponding different values. However, under no circumstances can the value of buckets (i), (ii) and (iviii) recover a greater *Pro Rata* Distribution than bucket (iii).

For example, all Qualified Securities will receive a minimum of $0.03 per Damage Per Qualified Security; all of the Qualified Securities purchased between December 13, 2017 and April 23, 2019, could receive up to $0.17 per Damage Per Qualified Security; however, only Qualified Securities purchased between December 13, 2017 and May 6, 2019, and

~~held after May 6, 2019, can recover greater than $0.17 Damage Per Qualified Security and capped at $0.74~~ for Qualified Securities that were sold after February 22, 2019 or April 23, 2019, but before May 6, 2019, the Damages Per Qualified Security are capped at $0.19 and $0.17 respectively. Only Qualified Securities that were held after May 6, 2019 are eligible for Damages Per Qualified Security capped at $0.74.

GENERAL PRINCIPLES OF THE ADMINISTRATION OF THE SETTLEMENT

~~5.~~6. The administration process to be established shall:

(a) implement and conform to this Plan of Allocation;

(b) employ secure, paperless, web-based systems with electronic registration and record keeping, wherever practical, for Claimants to submit their Claim Form and to upload their Supporting Documentation;

(c) allow Claim Forms to be submitted in English and French; and

(d) make available a website with multilingual functionality for Class Members to download Claim Forms and to receive updates and information in regard to notice, Claims procedure, definitions, Court documents and contact information.

THE ADMINISTRATOR

~~6.~~7. The Administrator ~~, providing services through the Trustee,~~ shall have such powers and rights reasonably necessary to discharge its duties and obligations to implement and administer the Escrow Account and the Plan of Allocation in accordance with their terms, subject to the direction of the Court, including:

(a) the power to contact Claimants or their representatives to obtain more information about a Claim or Claim Form and/or to audit Claims;

(b) if a Claimant fails to provide the Administrator the Supporting Documentation in an organized manner to allow the Administrator to readily discern the amount of

the Claim and the adjudication of the Claim Form, the Administrator may exercise the right to reject the Claim Form in its entirety and said Claimant may seek guidance from the Referee; and

(c) where a Claim Form contains minor omissions or errors, the Administrator may correct such omissions or errors if the information necessary to correct the omission or error is readily available to the Administrator.

THE ADMINISTRATOR'S DUTIES AND RESPONSIBILITIES

~~7.~~8. The Administrator~~, and specifically the Trustee,~~ shall administer the Plan of Allocation pursuant to the guidelines set out herein under the oversight and direction of the Court and shall act as trustee in respect of the monies, being the net amount between the Escrow Settlement Amount minus Class Counsel Fees, held within the Escrow Account upon receipt.

~~8.~~9. The Administrator shall, wherever practical, develop, implement and operate an administration system utilizing web-based technology and other electronic systems for the following:

(a) Class notification;

(b) Claim filing and document collection (Claimants must submit their Claims Forms and Supporting Documentation to the Administrator by email, direct mail, or uploading into the Website);

(c) Claim evaluation, analysis, and Reference procedures;

(d) distribution analysis and making Distributions;

(e) *cy-près* award distribution, if any, and reporting to Class Counsel and the Court;

(f) Administration Expense payments; and

(g) cash management, audit control and reporting thereon.

~~9.~~10. The Administrator's duties and responsibilities shall include the following:

(a) investing the monies in the Escrow Account in accordance with the Settlement Agreement;

(b) preparing any protocols required for submission to and approval of the Court;

(c) providing the software solutions and other resources necessary for a Claims processing system to function in a commercially reasonable manner;

(d) administering the Claims administration process, which shall require Claimants to provide all applicable information and Supporting Documentation as required alongside their Claim Forms, in accordance with this Plan of Allocation;

(e) developing, implementing and operating procedures for receiving, processing, evaluating, and decision-making in respect of the Claims of Claimants, including making all necessary inquiries to determine the validity of such Claims;

(f) if practicable, providing any Claimant whose Claim Form is not properly completed or does not include some of the required Supporting Documentation, an opportunity to remedy such deficiency within thirty (30) days of written notice of the deficiency;

(g) in order to remedy any deficiency in the completion of a Claim Form, the Administrator may request and require that additional information be submitted by a Claimant who submits a Claim Form. Such Claimant shall have until the later of thirty (30) days from the date of the request from the Administrator or the Claims Bar Deadline to rectify the deficiency. Any Claimant who does not respond to such a request for information within such period shall be forever barred from receiving any payments pursuant to the Settlement, subject to any order of the Court, but will in all other respects be subject to, and bound by, the provisions of the Settlement Agreement and the releases contained therein;

(h) refusing to accept or process any Claim Form that is not accompanied by the required Supporting Documentation;

(i) making timely assessments of eligibility for ~~compensation~~ participation in the Distribution and providing prompt notice thereof;

(j) paying all taxes accruing on the interest earned in the Escrow Account and adding that interest (net of taxes) to the Compensation Fund;

(k) making Distributions from the Compensation Fund in a timely fashion;

(l) using its best efforts to ensure that its personnel provide timely, helpful and supportive assistance to Claimants in completing the Claims application process and in responding to inquiries respecting Claims;

(m) preparing for, attending and defending its decisions at all References;

(n) distributing and reporting on any *cy-près* awards;

(o) making payments of Administration Expenses;

(p) maintaining a Database with all information necessary to permit the Court to evaluate the progress of the administration, as may, from time to time, be required;

(q) reporting to the Court respecting Claims received and administered, and Administration Expenses; and

(r) preparing such financial statements, reports and records as directed by the Court.

~~10.~~11. The Administrator shall disseminate the Court-approved Second Notice substantially in conformity with the Court-approved Notice Plan to provide notice of the outcome of the Second Motion.

~~11.~~12. The Administrator shall cause the information in the Database to be secured and inaccessible to unauthorized Persons.

~~12.~~13. Once a Claim Form and required Supporting Documentation is received by the Administrator, the ~~Trustee~~ Administrator shall:

(a) investigate each ~~Qualified~~ Claimant and provide notice, if necessary, to any ~~Qualified~~ Claimant that he/she/it appears to be an Excluded Persons and invited to have the Referee resolve any dispute;

(b) verify the number of Qualified Securities;

(c) decide whether the Claimant is eligible to participate in the Distribution;

(d) calculate the Damages Per Qualified Security; and

(e) calculate each Authorized Claimant's *Pro Rata* Distribution.

14. As a condition of a valid Claim and of any Distribution, the Administrator may require a Claimant to complete identity verification through the means designated by the Administrator, including verification of a government-issued identity document and confirmation that the Claimant is the individual identified on it. The Administrator may use a third-party provider for this purpose. Identity verification data shall be handled in accordance with applicable privacy law and retained only as long as necessary to administer the Settlement, after which it shall be deleted.

~~13.~~15. Once the Administrator determines that a Claimant is an Authorized Claimant, the respective number of his, her or its Qualified Securities, and the *Pro Rata* Distribution from the Compensation Fund, the Administrator shall advise the Claimant of the Administrator's decision.

~~14.~~16. The Administrator may deal with Claimants in a manner that is not through an electronic medium, as and when it determines that such a step is feasible and/or necessary. However, in all cases the information acquired concerning Claimants shall be entered into the Database.

~~15.~~17. A decision of the Administrator in respect of a Claim and any Claimant's entitlement to participate in or receive a share of the Distribution, subject to the Claimant's right to elect to refer

the decision to the Referee for review, will be final and binding upon the Claimant and the Administrator.

THE REFEREE

~~16.~~18. The Referee shall have such powers and rights as are reasonably necessary to discharge his or her duties and obligations.

~~17.~~19. The Referee shall establish and employ a summary procedure to review any disputes arising from a decision of the Administrator, and may enter into such mediation and arbitration proceedings as the Referee may deem necessary.

~~18.~~20. All decisions of the Referee shall be in writing and shall be final and conclusive and there shall be no appeal therefrom whatsoever.

THE PROCEDURE FOR REFERENCE

~~19.~~21. If a Claimant disagrees with the Administrator's decision relating to eligibility to share in the Distribution, or the determination of the number of Qualified Securities, a Claimant may elect a Reference by the Referee by delivering a written election for review to the Administrator within fifteen (15) days of receipt of the Administrator's decision.

~~20.~~22. The election for a Reference must set out the basis for the disagreement with the Administrator's decision and attach all documents relevant to the review which have not previously been delivered to the Administrator. This election for a Reference must be accompanied by a certified cheque or money order, payable to the Administrator, in the amount of $150.

~~21.~~23. Upon receipt of an election for a Reference, the Administrator shall provide the Referee with online access to a copy of:

(a) the election for a Reference and accompanying documents;

(b) the Administrator's decision on eligibility and the number of Qualified Securities; and

(c) the Claim Form and Supporting Documentation.

~~22.~~24. The Referee will carry out the Reference in an inexpensive, summary manner. The Referee will provide all necessary procedural directions and the review will be in writing unless the Referee provides otherwise.

~~23.~~25. The Administrator shall participate in the process established by the Referee to the extent directed by the Referee.

~~24.~~26. The Referee shall deliver a written decision to the Claimant and the Administrator. If the Referee disturbs the Administrator's decision relating to eligibility to share in the Distribution~~,~~ or the number of Qualified Securities, the Administrator shall return the $150 deposit to the Claimant. If the Referee does not disturb the Administrator's decision, the Administrator shall add the $150 to the Compensation Fund.

~~25.~~27. The Referee shall bill his fees from the Compensation Fund on an as-needed hourly basis not to exceed $10,000.

ADMINISTRATION EXPENSES

~~26.~~28. The ~~Trustee~~ Administrator shall pay the fees, disbursements, taxes, levies, and other costs of:

(a) the Administrator and the third-party vendors that are being relied upon in the ordinary course of administering a shareholder class action settlement;

(b) the Referee; and

(c) such other persons at the direction of the Court,

Firstly, from the Administration Expenses, and thereafter from the Escrow Settlement Amount in accordance with the provisions of this Plan of Allocation, the Second Order and any other orders

of the Court. At the conclusion of the Administration process and with the Final Report to the Court, pursuant to section 27.1(16) of the Ontario *Class Proceedings Act*, the ~~Trustee~~ Administrator will submit an invoice for ~~his~~ its services in accordance with prior shareholder class actions.

DISTRIBUTION TO AUTHORIZED CLAIMANTS

~~27.~~29. As soon as practicable after the completion of the Claims submission and election for review process, the Administrator will bring a motion to the Court for authorization to make Distributions from the Compensation Fund. In support of this motion, the Administrator will file the Distribution List with the Court in a manner that protects the privacy of persons on the Distribution List.

~~28.~~30. Distributions will be made in Canadian Dollars.

~~29.~~31. No Distribution shall be made by the Administrator until authorized by the Court.

~~30.~~32. No Distribution shall be made by the Administrator in respect of any amount under $100, and the name(s) of the Authorized Claimant(s) with Claims under this amount shall be excluded from the Distribution List in respect of such Claims.

~~31.~~33. The Administrator shall make payments to Authorized Claimants by either e-transfer, bank transfer or by cheque at the address provided by the Authorized Claimant or the last known postal address for the Authorized Claimant.

~~32.~~34. If for any reason an Authorized Claimant does not deposit the cheque or accept an e-transfer or bank transfer within forty-five (45) days after the date on which the cheque was sent to the Authorized Claimant, the Authorized Claimant shall forfeit the right to their ~~*Pro Rata*~~ Distribution and the funds shall be paid *cy-près* to a charity or non-profit organization selected by Class Counsel

and approved by the Court.~~become available for allocation to other Authorized Claimants on a *pro rata* basis in a subsequent Distribution~~. No cheques will be reissued.

~~33.~~35. The Administrator may make interim Distributions if authorized by the Court.

~~34.~~36. Each Authorized Claimant whose name appears on the Distribution List shall comply with any condition precedent to Distribution that the Court may impose. The Administrator shall make Distributions from the Compensation Fund forthwith after receipt of authorization from the Court to make Distributions to the Authorized Claimants whose names are on the Distribution List.

~~35.~~37. If the Escrow Account is in a positive balance (whether by reason of tax refunds, uncashed cheques or otherwise) after ~~one hundred eighty (180)~~ ninety (90) days from the date of Distributions of the Compensation Fund to the Authorized Claimants,~~ the Administrator shall allocate such balance among Authorized Claimants whose names are on the Distribution List in an equitable fashion up to the limit of each person's actual loss. The Administrator may wait until a CRA T-5 tax slip for investment income is issued by the Schedule One bank in respect of the Escrow Account before making this second distribution. If there is a balance in the Escrow Account after each Authorized Claimant is paid up to his/her/its actual loss,~~ the remaining funds shall be paid *cy-près* to a charity or non-profit organization selected by Class Counsel and approved by the Court.

RESTRICTION ON CLAIMS

~~36.~~38. Any Class Member who does not submit a Claim Form and required Supporting Documentation with the Administrator on or before the Claims Bar Deadline, will not be permitted to participate in the Distribution. However, Class Counsel and the Administrator may jointly agree to extend the Claims Bar Deadline if, in their opinion, doing so would not adversely affect the efficient administration of the Settlement and it is in the best interests of the Class to do so.

NO ASSIGNMENT

~~37.~~39. No amount payable under this Plan of Allocation may be assigned without the written consent of the Administrator.

~~TRUSTEE'S~~ ADMINISTRATOR'S FINAL REPORT TO THE COURT

~~38.~~40. Upon the conclusion of the administration, or at such other time as the Court directs, the ~~Trustee~~ Administrator shall submit the Final Report to the Court.