

SCHEDULE "A" – DISTRIBUTION PROTOCOL

Definitions

1. All defined terms in the Settlement Agreement are applicable to this Distribution Protocol. In addition, the following definitions apply in this Schedule:
 - (a) **"Claim Form"** means the Claim Form substantially in the form attached to the Settlement Agreement as **Schedule "G"** that, when completed and submitted to the Claims Administrator on or before the Claims Deadline, constitutes a Settlement Class Member's Claim for benefits under this Settlement Agreement;
 - (b) **"Claims Deadline"** means the date by which Settlement Class Members must submit a complete and valid Claim Form to the Claims Administrator, which, subject to Section 13.4 of the Settlement Agreement, shall be nine (9) months from the date on which the Notice of Settlement Approval is first disseminated;
 - (c) **"Excluded Claim"** means a Claim by a Person who has previously settled claims against the Defendant and has executed a release in favour of the Defendant in relation to matters that are the subject of the Action;
 - (d) **"Settlement Class List"** means the list described in Section 9.2(1) of the Settlement Agreement, prepared by the Defendant and provided to the Claims Administrator in electronic format, providing the names, addresses, and email addresses of Settlement Class Members; and
 - (e) **"Settlement Payment"** means the Settlement benefits sent via cheque by the Claims Administrator to a successful Claimant with an Approved Claim.

Claims Process and Distribution to Claimants with Approved Claims

2. Any Settlement Class Member who wishes to claim a Settlement Payment from the Settlement Agreement shall deliver to or otherwise provide the Claims Administrator with a completed and signed Claim Form on or before the Claims Deadline. If the Claims Administrator does not receive a completed Claim Form from a Settlement Class Member by the Claims Deadline, then the Settlement Class Member shall not be eligible for any Settlement Payment whatsoever.
3. The Claims Administrator shall review each Claim Form for completeness and shall advise a Claimant, no later than twenty (20) business days after receipt of the Claim Form, if his/her/their Claim Form is incomplete. The Claimant shall complete the Claim Form within the later of (i) thirty (30) days from the date that the Claims Administrator advises him/her/them that his/her/their Claim Form is incomplete; or (ii) the Claims Deadline.
4. The Claim Form requires the Claimant to provide the following identifying information:
 - (a) the Settlement Class Member's full name, current mailing address, telephone number, and email address (if available);
 - (b) the mailing address that was subject to the mortgage agreement; and

- (c) the mortgage number for the mortgage that was subject to the mortgage agreement and involuntarily and/or automatically renewed.

5. The Claim Form also requires the Claimant to provide a written confirmation by the Claimant acknowledging that the Claimant's mortgage agreement with the Defendant was involuntarily and/or automatically renewed and that the renewal resulted in incurred interests, fees, and costs to the Claimant.

6. If a Claim is being submitted on behalf of a Claimant by his/her/their estate or another Person designated to act on behalf of the Claimant, the person completing the Claim shall explain on the Claim Form why he/she/they has/have the authority to act on the Claimant's behalf, and shall attach a copy of any Certificate of Appointment of Estate Trustee, Continuing Power of Attorney for Property, or other document(s) establishing that authority.

7. If a Claimant submits more than one Claim Form, the Claims Administrator will treat them as one Claim Form.

8. The Settlement Class List will be provided to the Claims Administrator by the Defendant within forty-five (45) days of the Date of Execution. The Claims Administrator shall review each Claim Form and verify, within twenty (20) business days of receipt of the Claim, that the Claimant is eligible to claim for a Settlement Payment as follows:

- (a) for a Person claiming as a Settlement Class Member, the Claims Administrator shall be satisfied that (i) the Person is listed in the Settlement Class List; (ii) the Person did not opt out of the Action; and (iii) the Claim is not otherwise an Excluded Claim;
- (b) for a Person making a Claim on behalf of a Settlement Class Member or a Settlement Class Member's estate, the Claims Administrator shall be satisfied that (i) the Person has legal authority to act on behalf of the Settlement Class Member or the Settlement Class Member's estate in respect of financial affairs; (ii) the Person or estate on whose behalf the Claim is submitted is listed on the Settlement Class List; (iii) the Person or estate did not opt out of the Action; and (iv) the Claim is not otherwise an Excluded Claim;
- (c) if a Claim Form is submitted by or on behalf of a Person who is not on the Settlement Class List, the Claims Administrator shall deliver the Claim Form to counsel for the Defendant and the Defendant shall make best efforts to review the Claim Form and determine whether the Person was inadvertently excluded from the Settlement Class List and:
 - (i) if the Defendant determines that the Person should be included on the Settlement Class List, counsel for the Defendant shall advise the Claims Administrator and update the Settlement Class List to include the Claimant;
 - (ii) if the Person should not be included on the Settlement Class List, counsel for the Defendant shall notify the Claims Administrator, and the Person shall not be added to the Settlement Class List;
- (d) if a determination is made by the Claims Administrator that a Person who has submitted a Claim Form is not eligible for a Settlement Payment for the reasons

set out in paragraph (a) or (b) above, the Claims Administrator shall send out a notice, with a copy of the notice and Claim Form to counsel for the Defendant and Class Counsel, advising the Person who submitted the Claim Form of this determination, within ten (10) business days of the Claims Administrator's determination of ineligibility; and,

- (e) the Defendant shall make best efforts to assist the Claims Administrator in determining whether any Claims are Excluded Claims.

9. The quantum of the Settlement Payments to Claimants with Approved Claims shall not exceed CAD \$5,000 per Claimant. The quantum of the Settlement Payments to Claimants with Approved Claims will be determined as follows:

- (a) if, after satisfying the Class Counsel Fees in the amount approved by the Court, the Honourarium in the amount approved by the Court, Administration Expenses, interest and all applicable taxes, the amount remaining in the Trust Account is sufficient to pay each Claimant with an Approved Claim CAD \$5,000, each Claimant with an Approved Claim shall be paid a Settlement Payment in that amount; or
- (b) if, after satisfying the Class Counsel Fees in the amount approved by the Court, the Honourarium in the amount approved by the Court, Administration Expenses, interest and all applicable taxes, the amount remaining in the Trust Account is not sufficient to pay each Claimant with an Approved Claim CAD \$5,000, the quantum of the Settlement Payment to all Claimants with Approved Claims shall be reduced *pro rata* (i.e., adjusted downward such that each Claimant with an Approved Claim receives an equivalent share of the amount remaining in the Trust Account).

10. If a Settlement Class Member is unable to execute a Claim Form due to lack of legal capacity, a Claim Form may be executed by the Public Guardian and Trustee as authorized to act on behalf of the Settlement Class Member or by any other legally recognized guardian.

11. No documents submitted to the Claims Administrator by any Claimant will be returned to the Claimant.

12. The claims process is intended to be expeditious, cost effective, and user friendly, and to minimize the burden on Claimants. The Claims Administrator shall, in the absence of reasonable grounds to the contrary, assume the Claimants to be acting honestly and in good faith. The Claims Administrator shall nonetheless require that each Claimant meet the requirements set out in the Settlement Agreement and this Distribution Protocol in respect of each Claim.

13. Where a Claim Form contains minor omissions or errors, the Claims Administrator shall correct such omissions or errors if the information necessary to correct the error or omission is readily available to the Claims Administrator.

14. The claims process is also intended to prevent fraud and abuse. If, after reviewing any Claim Form, the Claims Administrator believes that the Claim is fraudulent, the Claims Administrator shall disallow the Claim in its entirety.

15. Where the Claims Administrator disallows a Claim in its entirety under paragraph 14, the Claims Administrator shall send to the Claimant, at the Claimant's mailing or email address as

indicated in the Claim Form, a notice advising the Claimant of the decision and that he/she/they may make a request for reconsideration to the Claims Administrator within twenty-one (21) days of the date of the notice advising of the disallowance of the Claim in its entirety (see "Reconsiderations" at paragraphs 21 to 27 below).

Settlement Payments by the Claims Administrator

16. As soon as possible after (i) all timely Claim Forms have been processed; (ii) the time to request a reconsideration has expired; and (iii) all requests for reconsideration have concluded, the Claims Administrator shall review its determinations and shall allocate amounts to successful Claimants from the amount remaining in the Trust Account subject to the following limitations:

- (a) there will be no Settlement Payment for an Excluded Claim;
- (b) Settlement Payments shall not exceed CAD \$5,000 per Claimant;
- (c) if, after satisfying the Class Counsel Fees in the amount approved by the Court, the Honourarium in the amount approved by the Court, Administration Expenses, interest and all applicable taxes, the amount remaining in the Trust Account is sufficient to pay each Claimant with an Approved Claim CAD \$5,000, each Claimant with an Approved Claim shall be paid a Settlement Payment in that amount; and
- (d) if, after satisfying the Class Counsel Fees in the amount approved by the Court, the Honourarium in the amount approved by the Court, Administration Expenses, interest and all applicable taxes, the amount remaining in the Trust Account is not sufficient to pay each Claimant with an Approved Claim CAD \$5,000, the quantum of the Settlement Payment to all Claimants with Approved Claims shall be reduced *pro rata*.

17. Upon completion of paragraph 16 above, the Claims Administrator shall prepare, and deliver to counsel for the Defendant and Class Counsel, a Successful Claims Report advising the Defendant and Class Counsel of the Approved Claims and the Settlement Payment amount to be paid to each successful Claimant.

18. Within sixty (60) days of completion of the Successful Claims Report, the Claims Administrator shall make, from the Trust Account, Settlement Payments on account of the Approved Claims by mailing the individual Settlement Payment cheques to the successful Claimants at the mailing addresses indicated in the Claim Forms.

19. If, for any valid reason, a cheque is not cashed by a Claimant six (6) months after the date of the cheque, the Claimant shall forfeit the right to the Settlement Payment and the funds shall be returned to the Trust Account in accordance with paragraph 30 of this Distribution Protocol.

20. Thirty (30) days prior to the expiry of the six- (6-) month period described in paragraph 19 above, the Claims Administrator shall:

- (a) provide counsel for the Defendant and Class Counsel with a list of the Claimants who have not cashed their Settlement Payment cheques; and

- (b) send the Claimant a further letter (copied to Class Counsel) and attempt to contact the Claimant by telephone advising him/her/them that he/she/they has/have thirty (30) days to cash the Settlement Payment cheque.

Reconsiderations

21. A Person who has submitted a Claim Form under the Settlement Agreement and Distribution Protocol is only entitled to notice of, and reconsideration, by the Claims Administrator, of, (i) a decision to disallow a Claim in its entirety under paragraph 14; and/or, (ii) a determination of ineligibility under paragraph 8. All other determinations of the Claims Administrator are final, and there is no further appeal or review of any decision of the Claims Administrator whatsoever to the Claims Administrator, Court, or any other court or tribunal.

22. For greater certainty, other than a decision to disallow a Claim in its entirety under paragraph 14, or a determination of ineligibility under paragraph 8, all decisions of the Claims Administrator, including those relating to, *inter alia*, any claims assessment, the quantum of the Settlement Payments awarded to each successful Claimant, the late delivery of any Claim, or any other matter relating to the claims process are final, and the Parties expressly agree that these decisions may not be appealed to or put before the Court or any other court or tribunal for any review or a determination.

23. The request for reconsideration shall identify that a request for reconsideration is being made (i) because the Claim was disallowed in its entirety under paragraph 14, or (ii) because a determination of ineligibility was made under paragraph 8, and shall concisely state, in no more than one (1) page, the basis for the request. The Person requesting the reconsideration shall provide any relevant evidence, documents, or materials with the request for reconsideration. Any request for reconsideration must be received by the Claims Administrator within twenty-one (21) days of the date of the notice advising of the disallowance of a Claim in its entirety or the determination that the Claim is ineligible. If no request for reconsideration is received by the Claims Administrator within this time period, the Person submitting the Claim Form shall be deemed to have accepted the determination of the Claims Administrator, and the determination shall be final and binding and not subject to further appeal or review by any court or other tribunal.

24. No materials submitted to the Claims Administrator by any Person making a request for reconsideration will be returned to that Person.

25. Where a timely request for reconsideration is filed with the Claims Administrator in accordance with paragraph 23 above, the Claims Administrator shall advise counsel for the Defendant and Class Counsel of the request and conduct a review of the request for reconsideration. The Claims Administrator must issue its decision on the reconsideration to the Person who submitted the Claim, counsel for the Defendant, and Class Counsel within fourteen (14) days of receipt of the request for reconsideration.

26. Following its determination on a request for reconsideration, the Claims Administrator shall advise the Person submitting the Claim of its determination of the request for reconsideration. In the event the Claims Administrator reverses or modifies its decision, the Claims Administrator shall send a notice specifying the revision to the disallowance or decision to the mailing or email address as indicated in the Claim Form.

27. The determination of the Claims Administrator in response to a request for reconsideration is final and binding and is not subject to further review by or appeal to any court or other tribunal.

Cy-Près Distribution

28. As stated above, the maximum Settlement Payment per successful Claimant is CAD \$5,000.

29. If the number of Approved Claims would result in a *pro-rata* distribution of greater than CAD \$5,000 per successful Claimant, the excess amount in the Trust Account shall be donated to a *cy-près* recipient to be jointly agreed to by the Parties and approved by the Court.

30. Any funds returned to the Trust Account from uncashed cheques, as described in paragraph 19 above, and any funds otherwise remaining in the Trust Account after satisfying all Approved Claims shall be donated to the *cy-près* recipient mentioned in paragraph 29 above.