

COURT FILE NUMBER 1401-04522

COURT OF QUEEN'S BENCH OF ALBERTA  
JUDICIAL CENTRE CALGARY

PLAINTIFF PAUL CARTER

DEFENDANT MANNING ELLIOTT LLP

DOCUMENT ORDER

ADDRESS FOR SERVICE AND CONTACT  
INFORMATION OF PARTY FILING THIS  
DOCUMENT **JENSEN SHAWA SOLOMON DUGUID HAWKES LLP**  
Barristers  
800, 304 - 8 Avenue SW  
Calgary, Alberta T2P 1C2

Andrew Wilson  
Erin J. Baker  
Phone: 403-571-1058  
Fax: 403-571-1528  
File No. 11121-021

CLERK OF THE COURT  
**FILED**

**NOV 01 2018**

JUDICIAL CENTRE  
OF CALGARY

**DATE ON WHICH ORDER WAS PRONOUNCED:** November 1, 2018

**LOCATION OF HEARING OR TRIAL:** Calgary Courts Centre, Calgary

**NAME OF JUDGE WHO MADE THIS ORDER:** The Honourable Madam Justice G.A.  
Campbell, Case Management Judge

**UPON THE APPLICATION** of the Plaintiff for an Order, *inter alia*, partially certifying the within Action as against the Defendant for settlement purposes, and approving: (1) the Settlement Agreement; (2) the Distribution Plan; (3) the form and content of the Approval Notice; and authorizing its dissemination pursuant to the Plan of Notice as set out in the Pre-Approval Order; (4) the Opt-Out Form; (5) the Claim Form; and (6) Class Counsel Fees;

**AND UPON READING** the materials and briefs submitted, including the Settlement Agreement between the Plaintiffs and the Settling Defendants dated August 24, 2018 attached hereto as **Schedule "A"** (the **Settlement Agreement**);

**AND UPON HEARING** counsel for the Plaintiff, counsel for the Defendant, and noting the consent of counsel for the Defendant;

**IT IS HEREBY ORDERED THAT:**


1. Except as otherwise stated, this Order incorporates and adopts the definitions set out in the Settlement Agreement.
2. The Action is partially certified as a class proceeding as against the Settling Defendant pursuant to sections 4 and 5 of the *Class Proceedings Act*, SA 2003, c C-16.5 ("**CPA**").
3. The Certified Class is a settlement class, as defined in section 4 of the *CPA*, and is defined as:

All persons and entities, wherever they may reside or be domiciled, who purchased or otherwise acquired APX Securities, whether in a primary offering or in the secondary market, from and including April 26, 2011 to and including November 6, 2013, excluding Opt-Out Parties, a named Defendant in Court of Queen's Bench Action No. 1401-04522 (i.e., Asia Packaging Group Inc., Robert Wilson, Brian Birmingham, Jin Kuang, Michael E.D. Raymont, George Dorin, and Manning Elliott LLP), or an "Excluded Person" as defined in that action.

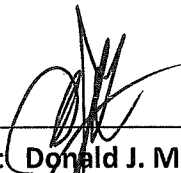
4. The Settlement Agreement is fair, reasonable and in the best interests of the Class.
5. The Settlement Agreement is approved pursuant to section 35 of the *CPA*.
6. The Settlement Agreement shall be implemented in accordance with its terms.
7. The Settlement Agreement, in its entirety, forms part of this Order and is binding upon the Settling Defendant, the Plaintiffs and the Class Members, including those persons or estates that require litigation representatives and the requirements of Rules 2.11 and 2.18 are hereby disposed of.
8. Further Class Counsel Fees in the amount of \$84,624.64, plus applicable taxes of \$4,231.23, and disbursements in the amount of \$1,501.45 inclusive of taxes, are hereby approved.
9. The Distribution Plan, attached hereto as **Schedule "B"**, is hereby approved as fair and reasonable, and the Settlement Amount shall be distributed in accordance with the Distribution Plan after the payment of Class Counsel Fees and Administration Expenses.
10. The form and content of the Approval Notice, substantially in the form attached hereto as **Schedule "C"**, is hereby approved;

11. The Claim Form, substantially in the form attached hereto as **Schedule “D”**, is hereby approved.
12. The Opt-Out Form, substantially in the form attached hereto as **Schedule “E”**, is hereby approved.
13. The Approval Notice (which encloses the Claim Form and the Opt-Out Form) shall be published and disseminated in accordance with the Plan of Notice.
14. The Application to the B.C. Court to dismiss the B.C. Action as against the Settling Defendant shall be filed within 10 days of the date of this Order, unless extended for reasonable grounds.
15. On notice to the Court but without further order of the Court, the parties to the Settlement Agreement may agree to reasonable extensions of time to carry out any of the provisions of the Settlement Agreement.
16. Except for the obligation to pay the Settlement Amount, the Releasees have no responsibility for and no liability whatsoever with respect to the administration of the Settlement Agreement.
17. If the Settlement Agreement is terminated pursuant to any rights of termination therein, then:
  - (a) the Order shall be set aside, be of no further force or effect, and be without prejudice to any party; and
  - (b) each party to the Action shall be restored to his or its respective position in the Action as it existed immediately prior to the execution of the Settlement Agreement.
18. As of the Effective Date, the Releasors forever and absolutely release the Releasees from the Released Claims.
19. As of the Effective Date, the Releasors shall not now or hereafter institute, continue, maintain or assert, either directly or indirectly, whether in Canada or elsewhere, on their own behalf or on behalf of any class or any other person, any action, suit, cause of action, claim or demand against any Releasee or any other person who may claim contribution or indemnity from any Releasee in respect of any Released Claim or any matter related thereto, but for greater certainty this does not include the continuation of the Action against Manning Elliott LLP for its several liability only.

20. Upon the Effective Date, the Action shall be dismissed against the Settling Defendant without costs and with prejudice.

  
 Justice of the Court of Queen's Bench of  
 Alberta

Consented to this 1<sup>st</sup> day of November, 2018:

  
 Per: **Donald J. McGarvey, Q.C.**  
 McLennan Ross LLP  
 Counsel for Manning Elliott LLP

## **SCHEDULE "A" – SETTLEMENT AGREEMENT**

**SETTLEMENT AGREEMENT**

Dated the 24<sup>th</sup> day of August, 2018

Between

**Paul Carter, in his capacity as proposed representative plaintiff under the Alberta *Class Proceedings Act*, SA 2003, c. C-16.5, and**

**F. Philip Wilhelmsen, in his capacity as proposed representative plaintiff under the British Columbia *Class Proceedings Act*, RSBC 1996, c. 50**

**(the "Plaintiffs")**

and

**Manning Elliott LLP**

**(the "Settling Defendant")**

## TABLE OF CONTENTS

	Page
<b>SECTION 1 - RECITALS .....</b>	<b>1</b>
<b>SECTION 2 - DEFINITIONS.....</b>	<b>2</b>
2.1 Defined Terms.....	2
<b>SECTION 3 - SETTLEMENT CONSIDERATION .....</b>	<b>10</b>
3.1 Payment of the Settlement Amount.....	10
3.2 Escrow Account.....	10
3.3 Taxes on Interest.....	10
3.4 No Reversion.....	10
<b>SECTION 4 - APPROVAL AND NOTICE PROCESS.....</b>	<b>10</b>
4.1 Pre-Approval Application and Notice .....	10
4.2 Dissemination of the Notice of Certification and Settlement .....	11
4.3 Approval Application.....	11
4.4 Approval Notice .....	11
4.5 Report to the Court.....	11
<b>SECTION 5 - OPTING OUT .....</b>	<b>11</b>
5.1 Awareness of any Potential Opt-Outs .....	11
5.2 Opt-Out Procedure .....	12
<b>SECTION 6 - TERMINATION OF THIS AGREEMENT .....</b>	<b>12</b>
6.1 General .....	12
6.2 Allocation of Monies in the Escrow Account Following Termination.....	13
6.3 Disputes Relating to Termination .....	14
6.4 No Right to Terminate .....	14
<b>SECTION 7 - PARTIALLY REFUNDABLE EXPENSES.....</b>	<b>15</b>
7.1 Payments.....	15
7.2 Payment of Partially Refundable Expenses .....	15
7.3 Disputes Concerning Partially Refundable Expenses.....	16

<b>SECTION 8 - ADMINISTRATION.....</b>	<b>16</b>
8.1 Appointment of Claims Administrator.....	16
8.2 Claims Process.....	16
8.3 Disputes Concerning the Decisions of the Claims Administrator .....	17
8.4 Conclusion of the Administration .....	17
<b>SECTION 9 - RELEASES AND DISMISSALS.....</b>	<b>18</b>
9.1 Release of Releasees.....	18
9.2 [Intentionally Deleted] .....	18
9.3 No Further Claims .....	18
9.4 Dismissal of the Action against the Settling Defendant and Amendment .....	18
<b>SECTION 10 - .....</b>	<b>18</b>
<b>SECTION 11 - APPROVAL OF THE DISTRIBUTION PLAN.....</b>	<b>19</b>
<b>SECTION 12 - DISTRIBUTION OF THE SETTLEMENT AMOUNT .....</b>	<b>19</b>
<b>SECTION 13 - THE FEE AGREEMENT AND CLASS COUNSEL FEES.....</b>	<b>19</b>
13.1 Application for Approval of Class Counsel Fees.....	19
13.2 Payment of Class Counsel Fees.....	20
<b>SECTION 14 - NO ADMISSION OF WRONGDOING .....</b>	<b>20</b>
14.1 No Admission of Liability .....	20
14.2 Agreement Not Evidence .....	20
<b>SECTION 15 - CONSENT TO CERTIFICATION.....</b>	<b>21</b>
<b>SECTION 16 - MISCELLANEOUS.....</b>	<b>21</b>
16.1 Entire Agreement.....	21
16.2 Best Efforts.....	21
16.3 Ongoing Jurisdiction and Governing Law .....	22
16.4 Severability.....	22
16.5 Applications for Directions .....	22
16.6 The Settling Defendant Has No Responsibility or Liability for Administration .....	22
16.7 Interpretation .....	23



16.8	Binding Effect.....	23
16.9	Survival.....	23
16.10	Negotiated Agreement .....	24
16.11	Acknowledgements.....	24
16.12	Authorized Signatures.....	24
16.13	Counterparts .....	24
16.14	Notice	24

**SCHEDULE "A" - PRE-APPROVAL ORDER**

**SCHEDULE "B" - PLAN OF NOTICE**

**SCHEDULE "C" - NOTICE OF CERTIFICATION AND SETTLEMENT**

**SCHEDULE "D" - SETTLEMENT CLAIM FORM**

**SCHEDULE "E" - APPROVAL ORDER**

**SCHEDULE "F" - DISTRIBUTION PLAN**

**SCHEDULE "G" - APPROVAL NOTICE**

**SCHEDULE "H" - OPT-OUT FORM**

## **SETTLEMENT AGREEMENT**

Subject to the approval of the Court as provided herein, the Plaintiffs and the Settling Defendant hereby stipulate and agree that, in consideration of the promises and covenants set forth in this Agreement and upon the granting of the Approval Order referred to below, the Action as against the Settling Defendant will be settled subject to the terms and conditions contained herein.

### **SECTION 1 - RECITALS**

#### **WHEREAS:**

- I. On April 25, 2014 as proposed representative plaintiffs, Paul Carter commenced the proposed Class Action in Alberta and F. Philip Wilhelmsen commenced the proposed Class Action in British Columbia (together, the "Action", "Actions" or "Class Action", as described in Section 2.1 of this Settlement Agreement) against Asia Packaging Group Inc., Robert Wilson, Brian Birmingham, Jin Kuang, Michael E.D. Raymont, George Dorin, and Manning Elliott LLP, on their own behalf and on behalf of other investors of Asia Packaging Group Inc.
- II. The Plaintiffs made allegations of, *inter alia*, breaches of the applicable securities legislation, negligence, misrepresentation and oppression in the Class Action.
- III. The Settling Defendant has denied and continues to deny all the Plaintiffs' claims in the Class Action, have vigorously denied any wrongdoing or liability of any kind, or whatsoever, and would have actively and diligently pursued affirmative defences and other defences had this Class Action not been settled.
- IV. Class Counsel has fully explained to the Plaintiffs the terms of this Settlement Agreement. The Plaintiffs have reviewed the terms of this Settlement Agreement. Based upon an analysis of the facts and law applicable to the issues in this case, and taking into account the extensive burdens, complexity, risks and expense of continued litigation, the uncertainty of the Defendants' liability and potential statutory and other limits thereto, the determination of damages to the Class, any potential appeals, and fair, cost-effective and assured resolution of the claims, the Plaintiffs, with the benefit of advice from Class Counsel, have concluded that this Settlement Agreement is fair and reasonable, and in the best interests of the Class.
- V. The Settling Defendant, with the benefit of advice from legal counsel for the Settling Defendant, similarly has concluded that settlement of the Class Action subject to the

terms of this Agreement is desirable, in order to achieve certainty and avoid the time, risk and expense of continuing with the litigation, including any potential appeals, and to resolve finally and completely the pending claims of the Class.

- VI. The Plaintiffs and the Settling Defendant have engaged in hard-fought arm's length negotiations.
- VII. The Plaintiffs have previously settled with all the other Defendants in the Action, pursuant to a Settlement Agreement dated December 19, 2017, which was approved by the Alberta Court of Queen's Bench by Order granted May 1, 2018 (the "**Prior Settlement**").
- VIII. The Plaintiffs and the Settling Defendant intend to and hereby do finally resolve this Class Action and all the claims that were or could have been asserted in the Class Action against the Settling Defendant, subject to the approval of the Court as hereinafter provided, without any admission of liability or wrongdoing whatsoever by the Settling Defendant.
- IX. Defined terms in these Recitals bear the meanings set out in Section 2.1 of this Settlement Agreement.

**NOW THEREFORE FOR VALUE RECEIVED**, the receipt and sufficiency of which is hereby acknowledged, the Parties stipulate and agree, subject to the approval of the Court, that any and all claims made or that could have been made in the Class Action against the Settling Defendant shall be finally settled and resolved on the terms and conditions set forth in this Settlement Agreement.

## **SECTION 2 - DEFINITIONS**

### **2.1 Defined Terms**

(A) In this Settlement Agreement, including the Recitals and Schedules hereto:

- (1) **Action, Actions or Class Actions** means the class action commenced by Paul Carter in Alberta against Asia Packaging Group Inc., Robert Wilson, Brian Birmingham, Jin Kuang, Michael E.D. Raymont, George Dorin, and Manning Elliott LLP on April 25, 2014 in the Court of Queen's Bench of Alberta, Action number 1401-04522, and the class action commenced by F. Philip Wilhelmsen against Asia Packaging Group Inc., Robert Wilson, Brian Birmingham, Jin Kuang, Michael E.D. Raymont, George Dorin, and Manning Elliott LLP on April 25, 2014 in the Supreme Court of British Columbia, Action number S-143180.

- (2) **Administration Expenses** means, individually or collectively, all fees, disbursements, expenses, costs, taxes and any other amounts incurred or payable relating to approval, implementation and administration of the Settlement, including the costs of publishing and delivering notices, the fees, disbursements and taxes paid to the Claims Administrator, any honoraria granted by the Court to the representative plaintiffs, and any other expenses approved by the Court which shall be paid from the Settlement Amount. For greater clarity, Administration Expenses include the Partially Refundable Expenses for the purposes of the Settlement Agreement, but do not include the Class Counsel Fees.
- (3) **Administrator** means the third-party professional firm selected at arm's length by Class Counsel and appointed by the Court to administer this Agreement and the Plan of Allocation, and any employees of such firm.
- (4) **Agreement** means this settlement agreement, including the recitals and schedules.
- (5) **Alberta Action** means the class action commenced by Paul Carter in Alberta against Asia Packaging Group Inc., Robert Wilson, Brian Birmingham, Jin Kuang, Michael E.D. Raymont, George Dorin, and Manning Elliott LLP on April 25, 2014 in the Court of Queen's Bench of Alberta, Action number 1401-04522.
- (6) **Alberta Court** has the same meaning as Court set out below.
- (7) **Approval Application** means an application brought by Paul Carter before the Alberta Court for orders certifying the Alberta Action as a class proceeding pursuant to section 5(1) of the *Class Proceedings Act*, SA 2003, c C-16.5, for settlement purposes, and approving: (1) the Settlement Agreement; (2) the Distribution Plan; (3) the Claim Form; (4) the form and content of the Approval Notice, and authorizing its dissemination pursuant to the Plan of Notice as set out in the Pre-Approval Order; and (5) Class Counsel Fees.
- (8) **Approval Hearing** means the hearing of the Approval Application by the Alberta Court.
- (9) **Approval Notice** means the Notice, substantially in the form attached hereto as Schedule "G" as may be amended and approved by the Alberta Court at or as a result of the Approval Application.

- (10) **Approval Order** means the order issued by the Alberta Court as a result of the Approval Application, which, amongst other things:
- (i) Certifies the Alberta Action as a class proceeding pursuant to section 5(1) of the *Class Proceedings Act*, SA 2003, c C-16.5, for settlement purposes;
  - (ii) Approves the Settlement Agreement;
  - (iii) Approves the Distribution Plan;
  - (iv) Approves the form and content of the Approval Notice including the Opt-Out Form and Opt-Out procedure, and authorizes its dissemination pursuant to the Plan of Notice as set out in the Pre-Approval Order;
  - (v) Approves the Claims Form;
  - (vi) Approves Class Counsel Fees; and
  - (vii) Dismisses the Alberta Action against the Settling Defendant;
- substantially in the form attached hereto as Schedule "E".
- (11) **APX** means Asia Packaging Group Inc.
- (12) **Authorized Claimant** means any Class Member who submits a properly completed Claim Form and all required supporting documentation to the Claims Administrator on or before the Claims Deadline, and, pursuant to the terms of the Settlement Agreement, has been approved for compensation by the Claims Administrator in accordance with the Distribution Plan.
- (13) **B.C. Action** means the class action commenced by F. Philip Wilhelmsen against Asia Packaging Group Inc., Robert Wilson, Brian Birmingham, Jin Kuang, Michael E.D. Rayment, George Dorin, and Manning Elliott LLP on April 25, 2014 in the Supreme Court of British Columbia, Action number S-143180.
- (14) **B.C. Court** means the Supreme Court of British Columbia.
- (15) **Certification** means the certification of the Alberta Action pursuant to section 5(1) of the *Class Proceedings Act*, SA 2003, c. C-16.5, for settlement purposes.
- (16) **Claim Form** means the form to be approved by the Court and which, when completed and submitted on or before the Claims Deadline to the Claims

Administrator enables a Class Member to apply for compensation from the Net Settlement Amount pursuant to the Settlement Agreement.

- (17) **Claims Administrator** means the third-party firm selected at arm's length by Class Counsel and appointed by the Court to carry out the Plan of Notice and administer the Net Settlement Amount, and any employees of such firm.
- (18) **Claims Deadline** means the date by which each Class Member must file a Claim Form and all required supporting documentation with the Claims Administrator in order to be eligible for compensation from the Net Settlement Amount, which date shall be ninety (90) days after the date on which the Approval Notice is first published.
- (19) **Class or Class Members** means all persons and entities, wherever they may reside or be domiciled, who purchased or otherwise acquired APX Securities, whether in a primary offering or in the secondary market, from and including April 26, 2011 to and including November 6, 2013, excluding Opt-Out Parties, a named Defendant in Court of Queen's Bench Action No. 1401-04522 (i.e., Asia Packaging Group Inc., Robert Wilson, Brian Birmingham, Jin Kuang, Michael E.D. Raymont, George Dorin, and Manning Elliott LLP), or an Excluded Person.
- (20) **Class Counsel** means Jensen Shawa Solomon Duguid Hawkes LLP, also referred to as JSS Barristers.
- (21) **Class Period** means the period from and including April 26, 2011 to and including November 6, 2013.
- (22) **Class Counsel Fees** means the fees, disbursements, GST, costs and other applicable taxes or charges of Class Counsel, as approved by the Court.
- (23) **Counsel for the Settling Defendant** means Donald J. McGarvey, Q.C. of McLennan Ross LLP.
- (24) **Court** means the Court of Queen's Bench of Alberta.
- (25) **Defendants** means Asia Packaging Group Inc., Robert Wilson, Brian Birmingham, Jin Kuang, Michael E.D. Raymont, George Dorin, and Manning Elliott LLP.
- (26) **Distribution Plan** means the plan for distribution of the Net Settlement Amount to Authorized Claimants, in accordance with the plan set out in Schedule "F", or such other plan of distribution as may be approved by the Court.

- (27) **Effective Date** means the date upon which the Approval Order becomes Final.
- (28) **Eligible Securities** means the Securities acquired by a Class Member or Opt-Out party during the Class Period.
- (29) **Escrow Account** means the interest bearing trust account, with one of the Canadian Schedule 1 banks, initially under the control of Class Counsel and then transferred to the Claims Administrator within ten (10) days of the Effective Date.
- (30) **Escrow Settlement Amount** means the Settlement Amount plus any interest accruing thereon in the Escrow Account after the payment of the Partially Refundable Expenses.
- (31) **Excluded Persons** means the Defendants, their past and present subsidiaries, affiliates, officers, directors, senior employees, partners, legal representatives, heirs, predecessors, successors and assigns, and any individual who is an immediate member of the family of an Individual Defendant.
- (32) **Fee Agreement** means the Contingency Fee Agreement approved by the Court on November 14, 2014, and signed by the Representative Plaintiff Paul Carter on April 28, 2014.
- (33) **Final** when used in relation to:
  - (i) the Settlement Agreement, means that the Effective Date has passed and that any right of termination has either become inoperative and of no force and effect or has been waived; or
  - (ii) a court order or judgment, means that all rights of appeal from such order or judgment, if any right of appeal lies therein, have expired, or have been exhausted and the ultimate court to which an appeal (if any) was taken has upheld such order or judgment.
- (34) **Net Settlement Amount** means the Settlement Amount less: (i) Administration Expenses as approved by the Court; and (ii) Class Counsel Fees as approved by the Court.
- (35) **Partially Refundable Expenses** means certain Administration Expenses stipulated in section 7.1(A) of the Agreement to be paid pursuant to section 7.2.

- (36) **Notice of Certification and Settlement** means the notice to the Class of Certification and this Settlement Agreement substantially in the form set out in Schedule "C", as may be amended and approved by the Court in the Pre-Approval Application.
- (37) **Opt-Out Deadline** means 21 days from the date upon which the Notice of Approval is distributed in accordance with the Plan of Notice.
- (38) **Opt-Out Form** means the document substantially in the form of Schedule "H" to this Agreement, which, if properly completed and submitted by a Class Member to Class Counsel and received by Class Counsel before the expiry of the Opt-Out Deadline, excludes that Class Member from the Class and from participation in the Settlement contemplated by this Settlement Agreement.
- (39) **Opt-Out Party or Opt-Out Parties** means, individually or collectively, a person, corporation, partnership or other entity that otherwise would be a Class Member who submits a properly completed Opt-Out Form to Class Counsel and which Opt-Out Form is received by Class Counsel on or before the Opt-Out Deadline thereby excluding that Class Member from the Class and from participating in the Settlement contemplated by this Settlement Agreement. For greater certainty, if one joint owner of an Eligible Security or one partner of an Eligible Security held by a partnership opts-out of the Settlement by the procedure specified herein, but the other joint owner(s) or partner(s) do not opt-out of the Settlement, then all joint owners of the Eligible Securities and all partners who hold the Eligible Securities are deemed to be part of the Class and will be bound by the Settlement.
- (40) **Party and Parties** means, individually or collectively, the Plaintiffs and the Settling Defendant.
- (41) **Plaintiffs** means Paul Carter, the representative plaintiff in the Alberta Action and F. Philip Wilhelmsen, the representative plaintiff in the B.C. Action.
- (42) **Plan of Notice** means the plan for dissemination of the Notice of Certification and Settlement and Approval Notice, generally in accordance with the plan set out in Schedule "B" of this Agreement, or such other plan of dissemination as approved by the Court.
- (43) **Pre-Approval Application** means an application brought by the Plaintiffs before the Court for an order approving: (1) the form and content of the Notice of



Certification and Settlement and authorizing its dissemination; (2) the Plan of Notice; (3) the appointment of the Claims Administrator and its fees, and (4) setting date(s) for the Approval Hearing.

(44) **Pre-Approval Order** means the order issued by the Court as a result of the Pre-Approval Application, which, among other things:

- (i) Approves the form and content of the Notice of Certification and Settlement and authorizing its dissemination;
- (ii) Approves the Plan of Notice;
- (iii) Approves the appointment of the Claims Administrator and its fees; and
- (iv) Sets dates for the Approval Hearing;

substantially in the form attached hereto as Schedule "A".

(45) **Prior Settlement** means the previous settlement between the Plaintiffs and other Defendants in the Action pursuant to the Settlement Agreement dated December 19, 2017, and approved by the Alberta Court of Queen's Bench on May 1, 2018.

(46) **Released Claim(s)** means any and all manner of claims, demands, actions, suits, causes of action, whether class, individual or otherwise in nature, whether personal or subrogated, in respect of damages whenever incurred, and liabilities of any nature whatsoever, including interest, costs, expenses, Administration Expenses, penalties, Class Counsel Fees and lawyer's fees, known or unknown, suspected or unsuspected, in law, under statute or in equity, that the Releasors, or any of them, whether directly, indirectly, derivatively, or in any other capacity, ever had, now have, or hereafter can, shall, or may have as against the Releasees, relating in any way to the Alberta Action and the B.C. Action or to any allegations made or that could have been made in these Actions, including, without limitation, relating in any way to the acquisition, purchase, sale, pricing, marketing or distributing of Eligible Securities during the Class Period, or to any representations made by the Releasees during the Class Period to anyone concerning APX or its subsidiaries, or in respect of their operations and bank accounts and records, their consolidated financial results, or the Eligible Securities, or relating to any conduct alleged (or which could have been alleged) in these Actions, including, without limitation, any such claims which have been

asserted, would have been asserted or could have been asserted as a result of the purchase of Eligible Securities or the receipt of Eligible Securities in the Class Period, and any claims of a derivative nature that could have been brought by APX against the other Settling Defendant.

- (47) **Releasees** means, the Settling Defendant, and its respective affiliates, subsidiaries, predecessors, heirs, successors and assigns, and its respective past, present and future directors, officers, partners, employees, trustees, servants, consultants, agents, legal counsel, insurers, reinsurers and representatives and their respective assigns.
- (48) **Releasors** means, jointly and severally, the Plaintiffs, the Class Members, and their respective heirs, executors, administrators, successors and assigns but does not include the Opt-Out Parties.
- (49) **Securities Legislation** means, collectively, the Securities Act, RSA 2000, c S-4 as amended; the Securities Act, RSBC 1996, c 418, as amended (and the Securities Act, SBC 2004, c 43, as amended, should it come into force); the Securities Act, RSO 1900, c S.5, as amended; the Securities Act, CCSM c S50, as amended; the Securities Act, SNB 2004, c S-5.5, as amended; the Securities Act, RSNL 1990, c S-13, as amended; the Securities Act, SNWT 2008, c 10, as amended; the Securities Act, RSNS 1989, c 418, as amended; the Securities Act, S Nu 2008, c 12, as amended; the Securities Act, RSPEI 1988, c S-3.1, as amended; the Securities Act, RSQ c V-1.1, as amended; the Securities Act, 1988, SS 1988-89, c S-42.2, as amended; and the Securities Act, SY 2007, c 16, as amended.
- (50) **Settlement** means the settlement reflected in the Settlement Agreement.
- (51) **Settlement Agreement** means this agreement, including the Recitals and Schedules.
- (52) **Settlement Amount** means \$350,000.00, inclusive of the Administration Expenses, Class Counsel Fees, and any other costs or expenses related to the Actions or Settlement.
- (53) **Settling Defendant** means Manning Elliott LLP.
- (54) **Securities** means APX's common shares, warrants, notes or other securities, as that term is defined in the applicable Securities Legislation.

**SECTION 3 - SETTLEMENT CONSIDERATION****3.1 Payment of the Settlement Amount**

- (A) On \_\_\_\_\_, 2018 the Settling Defendants paid the Settlement Amount to Class Counsel. The Settlement Amount was placed in the Escrow Account on or about \_\_\_\_\_, 2018.

**3.2 Escrow Account**

- (A) Class Counsel, and then the Claims Administrator after the Settlement becomes Final, shall hold the Escrow Settlement Amount in the Escrow Account and shall not pay out any amount from the Escrow Account, except in accordance with the terms of this Settlement Agreement, or pursuant to an order of the Court made on notice to the Parties.

**3.3 Taxes on Interest**

- (A) All taxes payable on any interest which accrues in relation to the Settlement Amount, shall be the responsibility of the Class and shall be paid by Class Counsel or the Claims Administrator, as appropriate, from the Escrow Settlement Amount, or by the Class as the Claims Administrator considers appropriate.

**3.4 No Reversion**

- (A) Unless this Settlement Agreement is terminated as provided herein, the Settling Defendants shall not, under any circumstances, be entitled to the repayment of any portion of the Settlement Amount and then only in accordance with the terms provided herein.

**SECTION 4 - APPROVAL AND NOTICE PROCESS****4.1 Pre-Approval Application and Notice**

- (A) The Plaintiffs will, as soon as is reasonably possible following the execution of this Settlement Agreement, bring the Pre-Approval Application.
- (B) The Settling Defendant shall consent to the Pre-Approval Order, provided that it is substantially similar to the form attached as Schedule "A" hereto.

#### **4.2 Dissemination of the Notice of Certification and Settlement**

- (A) Upon the granting of the Pre-Approval Order, Class Counsel or the Claims Administrator, as the case may be, shall cause the Notice of Certification and Settlement to be disseminated to Class Members in accordance with the Plan of Notice as set out in the Pre-Approval Order, and the costs of so doing shall be paid as a Partially Refundable Expense as provided in section 7.1(A).

#### **4.3 Approval Application**

- (A) The Plaintiffs will thereafter bring the Approval Application before the Court in accordance with its directions.
- (B) The Settling Defendant shall consent to the Approval Order, provided that it is substantially similar to the form attached as Schedule "E" hereto.

#### **4.4 Approval Notice**

- (A) Upon the granting of the Approval Order, Class Counsel or the Claims Administrator, as the case may be, shall cause the Approval Notice to be disseminated to Class Members, including the Opt-Out Form, in accordance with the Plan of Notice subject to any amendment or additional direction of the Court, and the cost of doing so shall be paid as a Partially Refundable Expense as provided in section 7.1(A).

#### **4.5 Report to the Court**

- (A) After dissemination of each of the notices required by this section, Class Counsel or the Claims Administrator, as the case may be, shall file with the Court an affidavit confirming dissemination.

### **SECTION 5 - OPTING OUT**

#### **5.1 Awareness of any Potential Opt-Outs**

- (A) The Plaintiffs represent and warrant that:
  - (1) they are unaware of any Class Member who has expressed an intention to opt-out of the Class; and
  - (2) they will not encourage or solicit any Class Member to opt-out of the Class.

## **5.2 Opt-Out Procedure**

- (A) Each Class Member who wishes to exclude himself, herself or itself from the Class must submit a properly completed Opt-Out Form along with all required supporting documents to Class Counsel by the Opt-Out Deadline.
- (B) In order to remedy any deficiency in the completion of the Opt-Out Form, Class Counsel may require and request that additional information be submitted by a Class Member who submits an Opt-Out Form, but all such additional information shall be received by Class Counsel by the Opt-Out Deadline.
- (C) If a Class Member fails to submit a properly completed Opt-Out Form and all required supporting documents to Class Counsel or fails to remedy any deficiency by the Opt-Out Deadline, the Class Member shall be deemed not to have opted out of the Settlement, subject to any order of the Court to the contrary, and will in all other respects be subject to, and bound by the Settlement, the terms of this Agreement and the releases contained herein.
- (D) An Opt-Out Form shall be deemed not to have been submitted until it is actually received by Class Counsel.
- (E) The Opt-Out Deadline will not be extended unless the Court orders otherwise.
- (F) Opt-Out Parties will be excluded from any and all rights and obligations arising from the Settlement. Subject to this Agreement terminating according to its terms, Class Members who do not opt out shall be bound by the Settlement and the terms of this Agreement regardless of whether the Class Member files a Claim Form or receives compensation from the Settlement.

## **SECTION 6 - TERMINATION OF THIS AGREEMENT**

### **6.1 General**

- (A) This Agreement shall, without notice, be automatically terminated if:
  - (1) an order substantially in the form of the Approval Order is not granted by the Court upon the Approval Motion;
  - (2) the Approval Order is reversed on appeal and the reversal becomes a Final Order; or

- (3) the Approved Order does not lead to or have the effect of securing a final order dismissing the B.C. Action from the B.C. Court.
- (B) In the event this Agreement is terminated in accordance with its terms:
- (1) the Parties will be restored to their respective positions prior to the execution of this Agreement;
  - (2) the Plaintiffs and the Settling Defendant will consent to an order vacating or setting aside any order certifying either of the Actions as a class proceeding for the purposes of implementing this Agreement and such order shall include a declaration that the prior consent certification of the Action for settlement purposes shall not be deemed to be an admission by the Settling Defendant that the Actions met any of the criteria for certification as a class action, and that no Party to these Actions and no other person may rely upon the fact of the prior consent certification order for any purpose whatsoever;
  - (3) this Agreement will have no further force and effect and no effect on the rights of the Parties except as specifically provided for herein;
  - (4) all statutes of limitations applicable to the claims asserted in the Actions shall be deemed to have been tolled during the period beginning with the execution of this Agreement and ending with the day on which the orders contemplated by section 6.1(B) are entered;
  - (5) this Agreement and the consent certification order will not be introduced into evidence or otherwise referred to in any litigation against the Settling Defendant.
  - (6) Notwithstanding the provisions of section 6.1, if the Settlement is terminated the provisions of this section 7 and section 8 shall survive termination and shall continue in full force and effect.

## **6.2 Allocation of Monies in the Escrow Account Following Termination**

- (A) The Claims Administrator and Class Counsel shall account to the Court and the Parties for the amounts maintained in and disbursed from the Escrow Account. If this Agreement is terminated this accounting shall be delivered no later than fifteen (15) days after termination.

- (B) If the Settlement is terminated by the provisions of section 6.1(A), the Settling Defendant shall, within thirty (30) days after termination, apply to the Court, on notice to Class Counsel and the Claims Administrator, as may be necessary, for an order:
- (1) declaring this Agreement null and void and of no force or effect except for those provisions listed in section 7.1(B) and section 8 (in its entirety);
  - (2) in the event of termination pursuant to section 6.1(A), determining whether a notice of termination shall be sent out to the Class Members and, if so, the form and method of disseminating such a notice;
  - (3) requesting an order setting aside, *nunc pro tunc*, all prior orders or judgments entered by the Court in accordance with the terms of this Agreement, including any order certifying either the Actions as a class proceeding for the purposes of implementing this Agreement; and
  - (4) authorizing the payment of the Escrow Settlement Amount to the Settling Defendant.
- (C) Subject to section 6.3, the Parties shall consent to the orders sought in any Application made by the Settling Defendants pursuant to section 6.2(B).

### **6.3 Disputes Relating to Termination**

- (A) If there is any dispute about the termination of this Agreement, the Court shall determine any dispute by Application made by a Party on notice to the other Parties.

### **6.4 No Right to Terminate**

- (A) For greater clarity, no dispute or disagreement among the Plaintiffs or members of the Class or any of them about the proposed distribution of the Settlement Amount or the Distribution Plan shall give rise to a right to terminate this Settlement.

**SECTION 7 - PARTIALLY REFUNDABLE EXPENSES****7.1 Payments**

- (A) Expenses reasonably incurred for the following purposes, as approved by the Court, shall be Partially Refundable Expenses, and shall be payable from the Settlement Amount, subject to section 7.2:
- (1) the costs incurred in connection with establishing and operating the Escrow Account;
  - (2) the costs incurred in publishing and distributing the Notice of Certification and Settlement, including the associated professional fees and mailing expenses as may be applicable;
  - (3) the costs incurred in publishing and distributing the Approval Notice including the Opt-Out Form, and including the associated professional fees and mailing expenses as may be applicable;
  - (4) if necessary, the costs incurred in publishing and distributing the notice to the Class that the Settlement Agreement has been terminated, including the associated professional fees and mailing expenses as may be applicable; and
  - (5) if the Court appoints the Claims Administrator and thereafter the Settlement Agreement is terminated, the costs reasonably incurred by the Claims Administrator for performing the services required to prepare to implement the Settlement, including any mailing expenses, to a maximum of \$10,000.00, whether or not a claim has been filed or reviewed, as approved by the Court.

**7.2 Payment of Partially Refundable Expenses**

- (A) If this agreement is terminated, the Partially Refundable Expenses shall be paid first from the accrued interest in the Escrow Account. If the accrued interest in the Escrow Account exceeds the Partially Refundable Expenses, the remaining balance shall form part of the Settlement Amount. If the Partially Refundable Expenses exceeds the accrued interest in the Escrow Account, the payment of the remaining portion shall be shared equally between the Plaintiffs the Settling Defendants. The Partially Refundable expenses are estimated to be less than \$10,000.00.



**7.3 Disputes Concerning Partially Refundable Expenses**

- (A) Any dispute concerning the entitlement to or quantum of Partially Refundable Expenses shall be dealt with by an Application to the Court on notice to the Parties.

**SECTION 8 - ADMINISTRATION****8.1 Appointment of Claims Administrator**

- (A) The Court will appoint the Claims Administrator to serve until such time as the Escrow Settlement Amount is distributed in accordance with the Distribution Plan, to implement the Settlement Agreement and Distribution Plan, on the terms and conditions and with the powers, rights, duties and responsibilities set out in the Settlement Agreement and in the Distribution Plan.
- (B) If the Settlement Agreement is terminated, the Claims Administrator's fees, disbursements and taxes will be fixed as set out in section 7.1(A)(5).
- (C) If the approval of the Settlement becomes Final, the Court will fix the Claims Administrator's compensation and payment schedule.

**8.2 Claims Process**

- (A) In order to seek payment from the Settlement Amount, a Class Member must submit a completed Claim Form to the Claims Administrator, on or before the Claims Deadline. Class Members shall be bound by the terms of the Settlement Agreement and the releases contained herein regardless of whether they submit a completed Claim Form or receive payment from the Settlement Amount.
- (B) In order to remedy any deficiency in the completion of a Claim Form, the Claims Administrator may request that additional information be submitted by a Class Member who submits a Claim Form. Such Class Members shall have until the later of thirty (30) days from the date of the request from the Claims Administrator or the Claims Deadline to rectify the deficiency. Any person who does not respond to such a request for information within this period shall be forever barred from receiving any payments pursuant to the Settlement, subject to any order of the Court to the contrary, but will in all other respects be subject to, and bound by, the provisions of this Settlement Agreement and the releases contained herein.
- (C) By agreement between the Claims Administrator and Class Counsel, the Claims Deadline may be extended. Class Counsel and the Claims Administrator shall agree to extend the

Claims Deadline if, in their opinions, doing so will not adversely affect the efficient administration of the Settlement and it is in the best interests of the Class to do so.

### **8.3 Disputes Concerning the Decisions of the Claims Administrator**

- (A) In the event that a Class Member disputes the Claims Administrator's decision, whether in whole or in part, the Class Member may appeal the decision to the Court in accordance with the provisions of the Distribution Plan. The decision of the Court will be final with no right of appeal.
- (B) No action, claim or proceeding of any kind shall lie against Class Counsel or the Claims Administrator for any decision made in the administration of the Settlement Agreement and Distribution Plan without an order from the Court authorizing such an action, claim or proceeding.

### **8.4 Conclusion of the Administration**

- (A) Following the Claims Deadline, and in accordance with the terms of this Settlement Agreement, the Distribution Plan, and such further approval or order of the Court as may be necessary, or as circumstances may require, the Claims Administrator shall distribute the Escrow Settlement Amount to Authorized Claimants.
- (B) No claims or appeals shall lie against Class Counsel or the Claims Administrator based on distributions made substantially in accordance with the Settlement Agreement, the Distribution Plan, or with any other order or judgment of the Court.
- (C) If the Escrow Settlement Account is in a positive balance (whether by reason of tax refunds, un-cashed cheques or otherwise) after one hundred and eighty (180) days from the date of distribution of the Escrow Settlement Amount to the Authorized Claimants, the Claims Administrator shall, if feasible, allocate such balance among Authorized Claimants in an equitable and economic fashion. Any balance below \$25,000.00 which still remains thereafter shall be donated to the Alberta Securities Commission to be used solely for the purpose of educating investors and promoting or otherwise enhancing knowledge and information of persons regarding the operation of the securities and financial markets.
- (D) Upon the conclusion of the administration, or at such other time as the Court directs, the Claims Administrator shall report to the Court on the administration and shall account for all monies it has received, administered and disbursed and obtain an order from the Court discharging it as Claims Administrator.

## **SECTION 9 - RELEASES AND DISMISSALS**

### **9.1 Release of Releasees**

- (A) Upon the date the Settlement Agreement becomes Final, the Releasors fully, finally and forever release and discharge the Releasees from the Released Claims.

### **9.2 [Intentionally Deleted]**

### **9.3 No Further Claims**

- (A) Upon and after the date the Settlement Agreement becomes Final, the Releasors shall not now or hereafter institute, continue, maintain or assert, either directly or indirectly, whether in Canada or elsewhere, on their own behalf or on behalf of any class or any other person, any action, suit, cause of action, claim or demand against the Releasees or any other corporation or person who might claim over against the Releasees, or who might claim contribution or indemnity under any statutory provision or otherwise from the Releasees, or who might seek declaratory relief in a third party proceeding against the Releasees, in respect of any Released Claim or any matter related thereto.
- (B) In the event that any Releasor should hereafter make any claim or demand or commence or threaten to commence any action, claim or proceeding against any of the Releasees in connection with the matters which are released and discharged above, the Settlement Agreement may be raised as a complete bar to any such demand, action, claim or proceeding.

### **9.4 Dismissal of the Action against the Settling Defendant and Amendment**

- (A) Except as otherwise provided in this Settlement Agreement and the Approval Order, the Alberta Action and the B.C. Action shall be dismissed against the Settling Defendants only, without costs and with prejudice no earlier than the date on which the Settlement Agreement becomes Final.
- (B) On or as soon as practicable after the Approval Order is granted, the Plaintiffs shall apply to the B.C. Court to dismiss the B.C. Action in its entirety, so as to give effect to this Settlement and the Approval Order.

## **SECTION 10 -**

[Intentionally Deleted]

#### **SECTION 11 - APPROVAL OF THE DISTRIBUTION PLAN**

- (A) The Settling Defendant shall have no obligation to consent to, but shall not oppose, the Court's approval of the Distribution Plan.
- (B) Unless directed to do so by the Court, the Settling Defendant will not make any submissions to the Court relating to the Distribution Plan.

#### **SECTION 12 - DISTRIBUTION OF THE SETTLEMENT AMOUNT**

- (A) On or after the Effective Date, the Claims Administrator shall distribute the remainder of the Settlement Amount in accordance with the following priorities:
  - (1) to pay Class Counsel Fees as approved by the Court;
  - (2) to pay all Administration Expenses and Partially Refundable Expenses. The Defendants are specifically excluded from eligibility for any payment of costs or expenses under this section;
  - (3) to pay any taxes required by law to be paid to any governmental authority;
  - (4) to pay a pro rata share of the balance of the Escrow Settlement Amount to each Authorized Claimant in accordance with the Distribution Plan; and
  - (5) If necessary, to make any *cy près* distribution as contemplated herein.

#### **SECTION 13 - THE FEE AGREEMENT AND CLASS COUNSEL FEES**

##### **13.1 Application for Approval of Class Counsel Fees**

- (A) Class Counsel will make an Application for fee approval to the Court. Class Counsel's application for approval of Class Counsel Fees shall be returnable together with the Approval Application.
- (B) Class Counsel is not precluded from making additional applications for expenses incurred as a result of implementing the terms of this Settlement Agreement. All amounts awarded on account of Class Counsel Fees shall be paid from the Settlement Amount.
- (C) The Settling Defendant acknowledges that it is not party to the Application concerning the approval of Class Counsel Fees, it will have no involvement in the approval process

to determine the amount of Class Counsel Fees and it will not take any position or make submissions to the Court concerning Class Counsel Fees.

- (D) The procedure for, and the allowance or disallowance by the Court of, any requests for Class Counsel Fees to be paid out of the Settlement Amount are not part of the Settlement provided for herein, except as specifically provided in section 12(A), and are to be considered by the Court separately from its consideration of the fairness, reasonableness and adequacy of the Settlement provided for herein.
- (E) Any order or proceedings relating to Class Counsel Fees, or any appeal from any order relating thereto or reversal or modification thereof, shall not operate to terminate or cancel this Settlement Agreement or affect or delay the finality of the Approval Order and the Settlement of the Actions provided herein.

### **13.2 Payment of Class Counsel Fees**

- (A) Within ten (10) days of the Settlement becoming Final, Class Counsel shall transfer the Escrow Settlement Amount to the Claims Administrator, net of Class Counsel Fees approved by the Court.

## **SECTION 14 - NO ADMISSION OF WRONGDOING**

### **14.1 No Admission of Liability**

- (A) Neither the Settlement Agreement nor anything contained herein is or shall be interpreted as a concession or admission of wrongdoing or liability by the Settling Defendant, or as a concession or admission by the Settling Defendant of the truthfulness of any claim or allegation asserted in the Actions. Neither the Settlement Agreement nor anything contained herein shall be used or construed as an admission by the Settling Defendant of any fault, omission, liability or wrongdoing in any statement, release, or written document.

### **14.2 Agreement Not Evidence**

- (A) Neither the Settlement Agreement, nor anything contained herein, nor any of the negotiations or proceedings connected with it, nor any related document, nor any other action taken to carry out the Settlement Agreement shall be referred to, offered as evidence or received in evidence in any pending or future civil, criminal or administrative action or proceeding.

- (B) Notwithstanding section 14.2(A), this Settlement Agreement may be referred to or offered as evidence in order to obtain the orders of directions from the Court contemplated in this Settlement Agreement, in a proceeding to approve or enforce the Settlement Agreement, or to defend against the assertion of Released Claims, or as otherwise required by law.

#### **SECTION 15 - CONSENT TO CERTIFICATION**

- (A) The Settling Defendant will consent to, and the Plaintiffs and Class Counsel will undertake to pursue, Certification in relation to the Class, pursuant to section 5(1) of the *Class Proceedings Act*, SA 2003, c C-16.5, for settlement purposes.
- (B) The Parties agree to take whatever steps are reasonably necessary and to co-operate with one another in order to secure Certification, and Court approval of the Settlement.

#### **SECTION 16 - MISCELLANEOUS**

##### **16.1 Entire Agreement**

- (A) Subject to the terms of Section 16.1(C), the Settlement Agreement (and its Schedules) constitutes the entire agreement among the Parties and supersedes all prior and contemporaneous understandings, undertakings, negotiations, representations, promises, agreements, agreements in principle and memoranda of understanding in connection herewith. None of the Parties will be bound by any prior obligations, conditions or representations with respect to the subject matter of the Settlement Agreement, unless expressly incorporated herein. The Settlement Agreement may not be modified or amended except in writing and on consent of all Parties and any such modification or amendment must be approved by the Court.
- (B) The Recitals and Schedules to this Settlement Agreement are material and integral parts hereof and are fully incorporated into, and form part of, this Settlement Agreement.

##### **16.2 Best Efforts**

- (A) The Parties shall use their best efforts to implement the terms of the Settlement Agreement and to secure the prompt, complete and final dismissal of the Alberta Action and B.C. Action against the Settling Defendants.
- (B) The Parties agree that the notices and forms to be used to implement the terms of the Settlement Agreement will be substantially as attached as the Schedules to the Settlement Agreement. The Parties agree to cooperate with each other to make such

revisions or changes to the notices and forms as may be required to give full effect to the terms of the Settlement Agreement.

**16.3 Ongoing Jurisdiction and Governing Law**

- (A) The Settlement Agreement shall be governed by, construed and interpreted in accordance with the laws of the Province of Alberta.
- (B) The Parties agree that the Court shall retain exclusive and continuing jurisdiction over the Alberta Action, the Parties and Class Members to interpret and enforce the terms, conditions and obligations under this Agreement and the Approval Order.

**16.4 Severability**

- (A) Any provision hereof that is held to be inoperative, unenforceable or invalid in any jurisdiction shall be severable from the remaining provisions which shall continue to be valid and enforceable to the fullest extent permitted by law.

**16.5 Applications for Directions**

- (A) Any one or more of the Parties or the Claims Administrator may apply to the Court for directions in respect of any matter in relation to the Settlement Agreement and Distribution Plan.
- (B) All Applications contemplated by the Settlement Agreement shall be on notice to the Parties and the Claims Administrator, provided however that, once the Settlement Agreement becomes Final and the Settlement Amount has been paid, the Settling Defendant shall not receive notice and shall have no standing relating to any issue raised on any such motion unless the Court orders otherwise.

**16.6 The Settling Defendant Has No Responsibility or Liability for Administration**

- (A) Except for the obligation to pay the Settlement Amount, the Settling Defendant has no responsibility for and no liability whatsoever with respect to the administration or implementation of the Settlement Agreement and Distribution Plan, including, without limitation, the processing and payment of claims by the Claims Administrator.

## **16.7 Interpretation**

### **(A) In the Settlement Agreement:**

- (1) the division of the Settlement Agreement into sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of the Settlement Agreement;
- (2) the recitals and Schedules form part of the Settlement Agreement;
- (3) the terms "the Settlement Agreement", "herein", "hereto" and similar expressions refer to the Settlement Agreement as a whole and not to any particular section or other portion of the Settlement Agreement; and
- (4) all amounts referred to are in Canadian Currency.

### **(B) In the computation of time in this Settlement Agreement, except where a contrary intention appears:**

- (1) where there is a reference to a number of days between two events, they shall be counted by excluding the day on which the first event happens and including the day on which the second event happens, including all calendar days except where reference is made to business days which shall mean Monday through Friday excluding statutory holidays; and
- (2) only in the case where the time for doing an act expires on a holiday, the act may be done on the next day that is not a holiday.

## **16.8 Binding Effect**

- (A) If the Settlement is approved by the Court and if the Settlement Agreement becomes Final, the Settlement Agreement shall be binding upon, and enure to the benefit of, the Plaintiffs, the Class Members, the Settling Defendant, the Releasees, the Releasors and all of their heirs, executors, successors, predecessors and assigns. Without limiting the generality of the foregoing, each and every covenant and agreement made herein by the Plaintiffs shall be binding upon all the Releasors, and each and every covenant and agreement made herein by the Settling Defendant shall be binding upon the Releasee.

## **16.9 Survival**

- (A) The representations and warranties contained in the Settlement Agreement shall survive its execution and implementation.



**16.10 Negotiated Agreement**

- (A) The Settlement Agreement has been the subject of arm's length negotiations and many discussions among the Parties and their counsel. Each of the Parties has been represented and advised by competent counsel, so that any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafters of the Settlement Agreement shall have no force or effect. The Parties further agree that the language contained in or not contained in previous drafts of the Settlement Agreement, or any agreement in principle, shall have no bearing upon the proper interpretation of the Settlement Agreement.

**16.11 Acknowledgements**

- (A) Each Party hereby affirms and acknowledges that:
- (1) the Party's signatory has the authority to bind the Party with respect to the matters set forth herein and has reviewed the Settlement Agreement; and
  - (2) the terms of this Settlement Agreement and the effects thereof have been fully explained to the Party by his, her or its counsel.

**16.12 Authorized Signatures**

- (A) Each of the undersigned represents that he is fully authorized to enter into the terms and conditions of, and to execute, this Settlement Agreement on behalf of the Party for whom he is signing.

**16.13 Counterparts**

- (A) This Settlement Agreement may be executed in counterparts, all of which taken together will be deemed to constitute one and the same agreement, and a signature transmitted by facsimile or email shall be deemed an original signature for the purposes of executing this Agreement.

**16.14 Notice**

- (A) Where the Settlement Agreement requires a notice or any other communication or document to be given to the Parties, such notice, communication or document shall be in writing and delivered personally, by email, by facsimile during normal business hours, by courier, or by registered or certified mail, to:

**For Plaintiffs and Class Counsel:**

**Carsten Jensen, Q.C., FCI Arb  
Jensen Shawa Solomon Duguid Hawkes LLP  
800, 304 - 8 Avenue SW  
Calgary, AB T2P 1C2**

**Telephone: 403.571.1526  
Facsimile: 403.571.1528  
Email: jensenc@jssbarristers.ca**

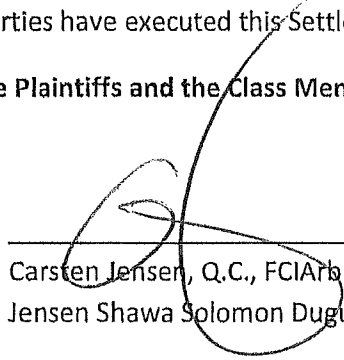
**For the Settling Defendant  
and for Counsel for the Settling Defendant:**

**Donald J. McGarvey, Q.C.  
McLennan Ross LLP  
600, 12220 Stony Plain Road  
Edmonton, AB T5N 3Y4**

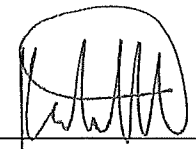
**Telephone: 780.482.9241  
Facsimile: 780.482.9100  
Email: dmcgarvey@mross.com**

The Parties have executed this Settlement Agreement as of the date on the cover page.

**For the Plaintiffs and the Class Members**

Per:   
\_\_\_\_\_  
Carsten Jensen, Q.C., FCI Arb  
Jensen Shawa Solomon Duguid Hawkes LLP

**For the Settling Defendant**

Per:   
\_\_\_\_\_  
for: Donald J. McGarvey, Q.C.  
McLennan Ross LLP

**SCHEDULE "A" - PRE-APPROVAL ORDER**

COURT FILE NUMBER	1401-04522
COURT OF QUEEN'S BENCH OF ALBERTA JUDICIAL CENTRE	CALGARY
PLAINTIFF	PAUL CARTER
DEFENDANTS	ASIA PACKAGING GROUP INC., ROBERT WILSON, BRIAN BIRMINGHAM, JIN KUANG, MICHAEL E.D. RAYMONT, GEORGE DORIN, AND MANNING ELLIOTT LLP
DOCUMENT	<u><b>PRE-APPROVAL ORDER</b></u>
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	<b>JENSEN SHAWA SOLOMON DUGUID HAWKES LLP</b> Barristers 800, 304 - 8 Avenue SW Calgary, Alberta T2P 1C2  Carsten Jensen, Q.C., FCI Arb Phone: 403-571-1526 Fax: 403-571-1528 File No. 11121-021

**DATE ON WHICH ORDER WAS PRONOUNCED:**

\_\_\_\_\_

**LOCATION OF HEARING OR TRIAL:**Calgary Courts Centre, Calgary**NAME OF JUDGE WHO MADE THIS ORDER:**The Honourable Madam Justice G.A.  
Campbell, Case Management Judge

**UPON THE APPLICATION** of the Plaintiff for an Order, *inter alia*, approving: (1) the form and content of the Notice of Certification and Settlement and authorizing its dissemination; (2) the Plan of Notice; (3) the appointment of the Claims Administrator, and (4) setting dates for the hearing of the Approval Application; **AND UPON** reading the filed materials, including the Affidavit of \_\_\_\_\_ sworn \_\_\_\_\_, 2018, filed and the Settlement Agreement attached hereto as **Schedule "A"** (the "**Settlement Agreement**"); **AND UPON** hearing the submissions of

counsel for the Plaintiff and counsel for the Defendant Manning Elliott LLP (the "Settling Defendant"); **AND UPON** noting the consent of the Settling Defendant;

**IT IS HEREBY ORDERED THAT:**

1. Except as otherwise stated, this Order incorporates and adopts the definitions set out in the Settlement Agreement attached at **Schedule "A"**.
2. The Approval Application shall take place on \_\_\_\_\_ at \_\_\_\_\_ in the Court of Queen's Bench at the Calgary Courts Centre.
3. RicePoint Administration Inc. is appointed as the Claims Administrator and its fee of a maximum of \$10,000.00 plus applicable taxes thereon, is hereby approved, subject to further order of the Court.
4. The Plan of Notice, a copy of which is attached as **Schedule "B"** to this order, is approved and authorized.
5. The Notice of Certification and Settlement, a copy of which is attached as **Schedule "C"** to this order, is approved as to its form and content, and its dissemination to Class Members is authorized pursuant to the Plan of Notice as approved.
6. Class Counsel shall, at or before the Approval Hearing, file with the Court proof of the publication and dissemination of the Notice of Certification and Settlement in accordance with the Plan of Notice.
7. Class Members who wish to file with the Court an objection or comment to the Settlement or to the approval of Class Counsel Fees shall deliver a written statement to Class Counsel, at the address indicated in the Notice of Certification and Settlement, no later than \_\_\_\_\_.

---

Justice of the Court of Queen's Bench of  
Alberta

## **SCHEDULE "B" - PLAN OF NOTICE**

### **(SCHEDULE "B" TO THE PRE-APPROVAL ORDER)**

Capitalized terms used in this Plan of Notice have the meanings ascribed to them in the Settlement Agreement.

#### **PART 1 – NOTICE OF CERTIFICATION AND SETTLEMENT**

As soon as possible following the issuance of the Pre-Approval Order, and in any event no later than twenty (20) days prior to the Approval Hearing:

1. Class Counsel will post the Notice of Certification and Settlement on <http://www.jssbarristers.ca/pages/class-actions/class-actions.cfm>;
2. the Claims Administrator will, within ten (10) business days following the issuance of the Pre-Approval Order, mail or email a copy of the Notice of Certification and Settlement to each Class Member to the address obtained by the transfer agent or the most recent address as known by Class Counsel and the Claims Administrator, including notice to all Class Members who submitted claims in the Prior Settlement.

#### **PART 2 – NOTICE OF APPROVAL OF SETTLEMENT (WHICH INCLUDES THE OPT-OUT FORM, AND THE CLAIM FORM)**

As soon as possible following the issuance of the Approval Order:

1. Class Counsel will post the Approval Notice on <http://www.jssbarristers.ca/pages/class-actions/class-actions.cfm>;
2. The Claims Administrator will mail or email a copy of the Approval Notice to each Class Member to the address obtained by the transfer agent or the most recent address as known by Class Counsel and the Claims Administrator, including notice to all Class Members who submitted claims in the Prior Settlement;
3. The Claims Administrator will post the Approval Notice on its website.

Class Counsel and the Claims Administrator will also send the Approval Notice and Claim Form by mail or e-mail to any person who requests such documents prior to the Claims Deadline.

**SCHEDULE "C" - NOTICE OF CERTIFICATION AND SETTLEMENT**

**(SCHEDULE "C" TO THE PRE-APPROVAL ORDER)**

**ASIA PACKAGING GROUP INC. ("APX") CLASS ACTION**

**NOTICE OF CERTIFICATION AND PROPOSED SETTLEMENT**

**This notice is to all persons who purchased or otherwise acquired APX Securities (TSX-V: APX), whether in a primary offering or in the secondary market, from and including April 26, 2011 to and including November 6, 2013, excluding Asia Packaging Group Inc., Manning Elliott LLP, their past and present subsidiaries, affiliates, officers, directors, senior employees, partners, legal representatives, heirs, predecessors, successors and assigns, Robert Wilson, Brian Birmingham, Jin Kuang, Michael E.D. Raymont, George Dorin and any individual who is an immediate member of their family**

**READ THIS NOTICE CAREFULLY AS IT MAY AFFECT YOUR LEGAL RIGHTS.**

**CLASS ACTION COMMENCED IN ALBERTA HAS BEEN SETTLED**

In 2014, a class action was commenced against Asia Packaging Group Inc. ("APX"), Robert Wilson, Brian Birmingham, Jin Kuang, Michael E.D. Raymont, George Dorin, and Manning Elliott LLP (the "Class Action"). This notice applies to all persons who purchased or otherwise acquired APX Securities (TSX-V: APX), whether in a primary offering or in the secondary market, from and including April 26, 2011 to and including November 6, 2013.

The proposed representative plaintiffs and Manning Elliott LLP (the "Settling Defendant") have reached a proposed settlement subject to obtaining the approval of the Alberta Court of Queen's Bench (the "Court") (the "Settlement Agreement"). The Settlement Agreement provides that the Settling Defendant will pay \$350,000.00 (the "Settlement Amount") in full and final settlement of all claims of the Class Members against the Settling Defendant. The Settlement Amount includes all legal fees, disbursements, taxes and administration expenses. In return for the Settlement Amount, the Settling Defendant will receive releases and a dismissal of the Class Action.

The settlement is a compromise of disputed claims and is not an admission of liability, wrongdoing or fault on the part of the Settling Defendant, which has disputed, and continues to dispute, the allegations advanced in the Class Action.

The Class Action was previously settled as against the other Defendants. This settlement, if approved, will bring the Class Action to an end.

## **A CERTIFICATION AND SETTLEMENT APPROVAL APPLICATION WILL BE HELD IN CALGARY, ALBERTA**

Before the Settlement Agreement can be implemented, certain conditions concerning the Settlement must be fulfilled, the Class Action must be certified for the purposes of settlement, and the Settlement Agreement must be approved by the Court.

Class Members may, but are not required to, attend at the Approval Hearing which will be held on \_\_\_\_\_ at the Calgary Courts Centre, 601 5<sup>th</sup> St. SW, Calgary, Alberta.

Class Members who do not oppose the proposed Settlement do not need to appear at any hearing or take any other action at this time to indicate their desire to support the proposed Settlement.

### **THE SETTLEMENT CLASS**

The proposed definition for the settlement class is as follows:

all persons and entities, wherever they may reside or be domiciled, who purchased or otherwise acquired APX Securities, whether in a primary offering or in the secondary market, from and including April 26, 2011 to and including November 6, 2013, other than the Excluded Persons. ("Class" or "Class Members").

Excluded Persons means:

the Defendants, their past and present subsidiaries, affiliates, officers, directors, senior employees, partners, legal representatives, heirs, predecessors, successors and assigns, and any individual who is an immediate member of the family of Robert Wilson, Brian Birmingham, Jin Kuang, Michael E.D. Raymont, or George Dorin.

### **CLASS COUNSEL FEES, CLAIMS ADMINISTRATOR AND ADMINISTRATIVE EXPENSES**

In addition to seeking Certification of this Action and the Court's approval of the Settlement Agreement, Class Counsel (as identified below) will seek the approval of their legal fees, in an amount equal to 25% of the Settlement Amount, plus disbursements and applicable taxes ("Class Counsel Fees"). Class Counsel will also seek approval of a distribution plan (the "Distribution Plan").



### **PROPOSED DISTRIBUTION OF THE NET SETTLEMENT AMOUNT**

The Settlement Amount, minus Class Counsel Fees and Administration Expenses ("**Net Settlement Amount**"), will be distributed to Class Members who are Authorized Claimants in accordance with the Distribution Plan attached as **Schedule "F"** to the Settlement Agreement, which, in general terms, provides that:

- (a) in order to be eligible to receive compensation pursuant to the Settlement Agreement, you must be a Class Member.
- (b) the Claims Administrator will determine whether a Class Member is entitled to receive compensation from the Net Settlement Amount pursuant to the Settlement Agreement and the Distribution Plan ("**Authorized Claimant**").
- (c) each Authorized Claimant's actual compensation from the Net Settlement Amount will be his/her/its *pro rata* share of the Net Settlement Amount calculated in accordance with the Distribution Plan.

If the settlement is approved, all Class Members except those who have formally opted out of the Action will be bound by the terms of the Settlement Agreement. This means that they will not be able to bring or maintain any other claim or legal proceeding against Manning Elliott LLP or any other person released by the Settlement Agreement in relation to the claims advanced in the Class Action.

**If the settlement is approved, another notice to Class Members will be published which will provide instructions on how to make a claim to receive compensation from the settlement.**

A copy of the Settlement Agreement including the Distribution Plan may be found at <http://www.jssbarristers.ca/pages/class-actions/class-actions.cfm>.

### **CLASS MEMBERS MAY OBJECT TO THE SETTLEMENT**

If you wish to comment on, or make objection to, the certification of the action for the purposes of settlement, the Settlement Agreement or Class Counsel Fees, you must provide notice in writing of your intention to do so. All such notice must be submitted to Class Counsel (at the addresses listed below) no later than \_\_\_\_\_. Class Counsel will forward all such submissions to the Court and to Counsel for the Settling Defendant. You may attend at the settlement approval hearing whether or not you deliver an objection.

A written objection should include the following information:

- (a) the objector's name, address, telephone number, fax number (where applicable) and email address;
- (b) a brief statement outlining the nature of, and reason for, the objection; and
- (c) a statement as to whether the objector intends to appear at the settlement approval hearing in person or by legal counsel, and, if by legal counsel, the name, address, telephone number, fax number and email address of such legal counsel.

#### **INTERPRETATION**

If there is a conflict between the provisions of this notice and the Settlement Agreement, the terms of the Settlement Agreement will prevail.

#### **QUESTIONS ABOUT THE PROPOSED SETTLEMENT SHOULD BE DIRECTED TO CLASS COUNSEL**

Carsten Jensen, Q.C., FCIArb  
Jensen Shawa Solomon Duguid Hawkes LLP  
800, 304 - 8 Avenue SW  
Calgary, AB T2P 1C2

Telephone: 403.571.1526  
Facsimile: 403.571.1528  
Email: jensenc@jssbarristers.ca

**THIS NOTICE, AND DISTRIBUTION OF IT, HAS BEEN AUTHORIZED BY THE COURT OF QUEEN'S BENCH OF ALBERTA**

**SCHEDULE "D" - CLAIM FORM**

**(SCHEDULE "D" TO THE APPROVAL ORDER AND ENCLOSED WITH THE APPROVAL NOTICE)**

**ASIA PACKAGING GROUP INC. CLASS ACTION**

**CLAIM FORM**

**TO BE ELIGIBLE FOR COMPENSATION YOUR COMPLETED CLAIM FORM TOGETHER WITH SUPPORTING DOCUMENTATION MUST BE MAILED TO THE CLAIMS ADMINISTRATOR NO LATER THAN \_\_\_\_\_, 2018.**

<b>INSTRUCTIONS FOR CLAIM FORM</b>
------------------------------------

1. If you purchased or otherwise acquired APX Securities, whether in a primary offering or in the secondary market, during the time period of April 26, 2011 to and including November 6, 2013, and you are not an Opt-Out Party, a named Defendant in Court of Queen's Bench Action No. 1401-04522 (i.e., Asia Packaging Group Inc., Robert Wilson, Brian Birmingham, Jin Kuang, Michael E.D. Rayment, George Dorin, and Manning Elliott LLP), or an "Excluded Person" as defined in that lawsuit, you are eligible to submit a Claim Form.
2. You do not need to complete a Claim Form if you have previously submitted a Claim Form for the Prior Settlement in this matter. In that case, your claim in this settlement will be processed automatically. If you are unsure whether you need to submit a Claim Form, please contact the Claims Administrator.
3. You must fill out each section of the Claim Form in its entirety.
4. You must provide all of the required documentation stipulated in the Claim Form.
5. Claim Forms must be sent by mail to the Claims Administrator postmarked no later than \_\_\_\_\_, 2018. The Claims Administrator's address is: \_\_\_\_\_.
6. Claims Forms which are postmarked after \_\_\_\_\_, 2018 may be rejected by the Claims Administrator.
7. The Claims Administrator may be reached by telephone at \_\_\_\_\_ or by email at \_\_\_\_\_.

<b>1. IDENTIFICATION OF CLASS MEMBER</b>
--

Name: \_\_\_\_\_  
 Legal Name of Class Member

\_\_\_\_\_  
 Contact Person (If Class Member is a corporation)

Address: \_\_\_\_\_  
 No./Apt./Street City Province Postal Code

Telephone: \_\_\_\_\_  
 Area code/phone no. (Ext. if applicable)

Email: \_\_\_\_\_

Identification of person signing this Form (check one only):

\_\_\_\_\_ I am the Class Member.

\_\_\_\_\_ I am an authorized employee, officer or director of the above-identified Class Member. I am signing this Form to register the Class Member for settlement benefits.

\_\_\_\_\_ I am a representative of the above-identified Class Member. I am signing this Form to register the Class Member for settlement benefits. (Attach copy of court order or other official document appointing you as representative)

<b>2. INFORMATION OF APX SECURITIES HELD BY CLASS MEMBER</b>
--

# and type of APX securities held \_\_\_\_\_

Date(s) APX securities acquired \_\_\_\_\_

**3. REQUIRED DOCUMENTATION**

I hereby enclose the following documents in support of my claim:

\_\_\_\_\_ Copy of my official identification document (driver's license or passport)

**4. DECLARATION**

I declare that I have read and understand the contents of this Claim Form, the Disclaimer and Instructions. I declare under penalty of perjury that the statement I have made in this Claim Form is true, correct and complete to the best of my knowledge, information and belief.

\_\_\_\_\_

Date

\_\_\_\_\_

Signature (Claimant or Representative)

**Note:** To preserve eligibility for benefits under the settlements, your completed application, together with the required documentation must be submitted to the Claims Administrator no later than \_\_\_\_\_, 2018.

**Please mail this Form to the following address:**

**Claims Administrator**

\_\_\_\_\_

**SCHEDULE "E" - APPROVAL ORDER**

COURT FILE NUMBER 1401-04522

COURT OF QUEEN'S BENCH OF ALBERTA  
JUDICIAL CENTRE CALGARY

PLAINTIFF PAUL CARTER

DEFENDANTS ASIA PACKAGING GROUP INC., ROBERT WILSON,  
BRIAN BIRMINGHAM, JIN KUANG, MICHAEL E.D.  
RAYMONT, GEORGE DORIN, AND MANNING ELLIOTT  
LLP

DOCUMENT **APPROVAL ORDER**

ADDRESS FOR SERVICE AND CONTACT  
INFORMATION OF PARTY FILING THIS  
DOCUMENT **JENSEN SHAWA SOLOMON DUGUID HAWKES LLP**  
Barristers  
800, 304 - 8 Avenue SW  
Calgary, Alberta T2P 1C2

Carsten Jensen, Q.C., FCI Arb  
Phone: 403-571-1526  
Fax: 403-571-1528  
File No. 11121-021

**DATE ON WHICH ORDER WAS PRONOUNCED:**

**LOCATION OF HEARING OR TRIAL:**

Calgary Courts Centre, Calgary

**NAME OF JUDGE WHO MADE THIS ORDER:**

The Honourable Madam Justice G.A.  
Campbell, Case Management Judge

**UPON THE APPLICATION** of the Plaintiff for an Order, *inter alia*, certifying the within Action for settlement purposes, and approving: (1) the Settlement Agreement; (2) the Distribution Plan; (3) the form and content of the Approval Notice; and authorizing its dissemination pursuant to the Plan of Notice as set out in the Pre-Approval Order; (4) the Opt-Out Form; (5) the Claim Form; and (6) Class Counsel Fees; **AND UPON READING** the materials and briefs submitted, including the Settlement Agreement between the Plaintiffs and the Settling Defendant dated \_\_\_\_\_ attached hereto as **Schedule "A"** (the "**Settlement Agreement**"); **AND UPON**

**HEARING** counsel for the Plaintiffs and counsel for the Settling Defendant, and noting the consent of counsel for the Settling Defendant;

**IT IS HEREBY ORDERED THAT:**

1. Except as otherwise stated, this Order incorporates and adopts the definitions set out in the Settlement Agreement.
2. The Action is certified as a class proceeding pursuant to section 5(1) of the *Class Proceedings Act*, SA 2003, c C-16.5 ("**CPA**").
3. The certified class is a settlement class, as defined in section 4 of the *CPA*, and is defined as:

All persons and entities, wherever they may reside or be domiciled, who purchased or otherwise acquired APX Securities, whether in a primary offering or in the secondary market, from and including April 26, 2011 to and including November 6, 2013, excluding Opt-Out Parties, a named Defendant in Court of Queen's Bench Action No. 1401-04522 (i.e., Asia Packaging Group Inc., Robert Wilson, Brian Birmingham, Jin Kuang, Michael E.D. Raymont, George Dorin, and Manning Elliott LLP), or an "Excluded Person" as defined in that action.

4. The Settlement Agreement is fair, reasonable and in the best interests of the Class.
5. The Settlement Agreement is approved pursuant to section 35 of the *CPA*.
6. The Settlement Agreement shall be implemented in accordance with its terms.
7. The Settlement Agreement, in its entirety, forms part of this Order and is binding upon the Settling Defendant, the Plaintiffs and the Class Members, including those persons or estates that require litigation representatives and the requirements of Rules 2.11 and 2.18 are hereby disposed of.
8. Class Counsel Fees in the amount of \$\_\_\_\_\_, and disbursements in the amounts actually incurred up to a maximum of \$\_\_\_\_\_, plus applicable taxes, are hereby approved.
9. The Distribution Plan, attached hereto as **Schedule "B"**, is hereby approved as fair and reasonable, and the Escrow Settlement Amount shall be distributed in accordance with

the Distribution Plan after the payment of Class Counsel Fees and Administration Expenses.

10. The form and content of the Approval Notice, substantially in the form attached hereto as **Schedule "C"**, is hereby approved;
11. The Claim Form, substantially in the form attached hereto as **Schedule "D"**, is hereby approved.
12. The Opt-Out Form, substantially in the form attached hereto as **Schedule "E"**, is hereby approved.
13. The Approval Notice (which encloses the Claim Form and the Opt-Out Form) shall be published and disseminated in accordance with the Plan of Notice.
14. On notice to the Court but without further order of the Court, the parties to the Settlement Agreement may agree to reasonable extensions of time to carry out any of the provisions of the Settlement Agreement.
15. Except for the obligation to pay the Settlement Amount and provide the information and assistance contemplated by section 8.2 of the Settlement Agreement, the Releasees have no responsibility for and no liability whatsoever with respect to the administration of the Settlement Agreement.
16. If the Settlement Agreement is terminated pursuant to any rights of termination therein, then:
  - (a) the Order shall be set aside, be of no further force or effect, and be without prejudice to any party; and
  - (b) each party to the Action shall be restored to his or its respective position in the Action as it existed immediately prior to the execution of the Settlement Agreement.
17. As of the Effective Date, the Releasors forever and absolutely release the Releasees from the Released Claims.
18. As of the Effective Date, the Releasors shall not now or hereafter institute, continue, maintain or assert, either directly or indirectly, whether in Canada or elsewhere, on their own behalf or on behalf of any class or any other person, any action, suit, cause of action, claim or demand against any Releasee or any other person who may claim



contribution or indemnity from any Releasee in respect of any Released Claim or any matter related thereto.

19. Upon the Effective Date, the Action shall be dismissed against the Settling Defendant without costs and with prejudice, without further order.

---

Justice of the Court of Queen's Bench of  
Alberta

## **SCHEDULE "F" - DISTRIBUTION PLAN**

### **(SCHEDULE "B" TO THE APPROVAL ORDER)**

#### **DEFINED TERMS**

1. For the purposes of this Distribution Plan, the definitions set out in the Settlement Agreement, except as modified herein, apply to and are incorporated into this Distribution Plan and, in addition, the following definitions apply:
  - (a) **"Distribution List"** means a list containing the name and address of each Class Member entitled to receive a distribution, and the calculation of the Class Member's pro rata share of the Net Settlement Amount.
  - (b) **"Eligible Class Member"** means a Class Member who submits a properly completed Claim Form and all required supporting documentation to the Claims Administrator, on or before the Claims Deadline;
  - (c) **"Plan"** means this distribution plan; and
  - (d) **"Settlement Agreement"** means the settlement agreement signed by the Parties in the Class Action which was approved by the Order of the Court dated \_\_\_\_\_.

#### **THE OVERVIEW**

2. The Distribution Plan contemplates a determination of eligibility and an allocation and distribution to each Eligible Class Member of a pro rata share of the Net Settlement Amount calculated as the proportion of his/her/its losses in relation to the total losses of all members of the Class.

#### **GENERAL PRINCIPLES OF THE ADMINISTRATION**

3. The administration to be established shall:
  - (a) Implement and conform to the Plan; and
  - (b) Employ secure and paperless systems with electronic record keeping, wherever practical.

**THE CLAIMS ADMINISTRATOR**

4. The Claims Administrator shall have such powers and rights reasonably necessary to discharge its duty and obligation to implement and administer the Escrow Account and the Plan in accordance with their terms, subject to the direction of the Court and Class Counsel.
5. The Claims Administrator shall administer the Plan under the oversight and direction of the Court and Class Counsel and act as trustee in respect of the Net Settlement Amount.
6. The Claims Administrator shall develop, implement and operate an administration system, utilizing electronic technology and system where practical, for the following:
  - (a) Receipt of data, information and documents concerning Class Members;
  - (b) Claim evaluation, analyses and decisions;
  - (c) Distribution analyses and Class payout;
  - (d) Administration Expense payment; and
  - (e) Cash management, audit control and reporting.
7. The Claims Administrator's duties and responsibilities shall include the following:
  - (a) Receiving the Net Settlement Amount from Class Counsel and holding it in an interest bearing trust account;
  - (b) Preparing any documents, information or protocols required for submission to and approval of the Court;
  - (c) Developing, implementing and operating electronic systems and procedures for receiving, processing, evaluating and decision making respecting claims of Class Members, including making all necessary inquiries to determine the validity of such claims;
  - (d) Making a timely decision in respect of claims filed, giving notice of its decision respecting claims promptly and making payment to Authorized Claimants in a timely fashion;

- (e) 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;
- (f) Distributing and reporting on any settlement payments;
- (g) During the distribution phase, instituting a tracing process to locate the current address for those Class Members whose payment from the Claims Administrator is returned "address unknown";
- (h) Making payments of Administration Expenses;
- (i) Maintaining a database with all information necessary to permit the Court and Class Counsel to evaluate the progress of the administration from time to time;
- (j) Reporting to the Court and to Class Counsel respecting claims received and administered, and Administration Expenses; and
- (k) Preparing such financial statements, reports and records as directed by the Court or required by Class Counsel.

#### **CLASS COUNSEL**

- 8. Class Counsel shall have such powers and rights reasonably necessary to discharge their duties and responsibilities to oversee the implementation, administration and operation of the Settlement Agreement and Plan in accordance with their terms subject to the direction of the Court.
- 9. The duties and responsibilities of Class Counsel shall include:
  - (a) Overseeing the establishment and operation of the administration of the Plan;
  - (b) Reviewing and submitting to the Court such plans prepared for the Claims Administrator as may be required for the acceptance, processing and payment of the claims;
  - (c) Receiving and assessing information from the Claims Administrator; and
  - (d) Applying to the Court for advice and direction, where necessary.

## THE CLAIMS PROCEDURE

10. The Claims Administrator shall, in accordance with the Settlement Agreement and Plan, determine the eligibility of claimants and the compensation each is entitled to and distribute the Net Settlement Amount to Eligible Class Members subject to the terms and conditions set out herein.
11. In order to participate in the distribution of the Net Settlement Amount, a Class Member must submit to the Claims Administrator, on or before the Claims Deadline, a completed Claim Form and all other required supporting documents.
12. The required supporting documentation which a Class Member must submit to the Administrator include:
  - (a) A completed Claim Form for this settlement or for the Prior Settlement; and
  - (b) If the claimant is acting in a representative capacity for a Class Member, documents confirming his/her/its authority to act such as power of attorney or other document evidencing authority to act for the Class Member.
13. Once a Claim Form and required supporting documentation are received, the Claims Administrator shall:
  - (a) Decide whether the Class Member is eligible to participate in the distribution; and
  - (b) If the Class Member is determined to be eligible, calculate his/her/its share of compensation in accordance with the terms of the Plan.
14. A decision of the Claims Administrator in respect of a claim will be final and binding upon the Class Member, subject to any Order or direction to the contrary by the Court.
15. If a Class Member disputes the Claims Administrator's decision, whether in whole or in part, the Class Member may appeal the decision by bringing an Application, on notice to Class Counsel and the Claims Administrator, in the Court. The Application must be served within 15 days after the Claims Administrator renders its final decision. The Class Member must use its/his/her best efforts to ensure that the motion is scheduled and heard within 120 days after the notice has been served. A decision of the Court shall be binding and no further appeal shall lie therefrom.

16. Any Class Member who does not submit a Claim Form and required supporting documentation with the Claims Administrator on or before the Claims Deadline will not be permitted to participate in the distribution without permission of Class Counsel or the Court. The Claims Administrator will not accept or process any Claim Form received after the Claims Deadline unless directed to do so by Class Counsel or the Court.

#### **THE METHOD OF DETERMINING THE LOSSES OF EACH CLASS MEMBER**

17. Claimants will submit their names and unique personal information to the Claims Administrator, RicePoint Administration Inc., by the designated Claims Deadline. RicePoint Administration Inc. will assess whether a claimant is a Class Member and, if so, whether the Class Member suffered a loss during the Class Period and the amount of that loss.
18. In order to determine if a loss occurred:
  - (a) If a Class Member purchased APX securities in the period April 26, 2011 to November 6, 2013 and retained all the securities to the end of the Class Period, the loss is the total aggregate purchase price of those securities;
  - (b) If a Class Member purchased APX securities in the period April 26, 2011 to November 6, 2013 but sold some or all of their APX securities on or prior to November 6, 2013, the loss is the difference between the total aggregate purchase price of their securities, less the total aggregate sale price received for those sold securities.

#### **FINAL DISTRIBUTION**

19. Once all Claims that are submitted by the Claims Deadline have been processed, RicePoint Administration Inc. will then determine the total amount of net losses for all Class Members.
20. Each Authorized Class Member's actual compensation from the Net Settlement Amount will be his/her/its *pro rata* share of the Net Settlement Amount. Entitlements of less than \$5.00 will not be paid.
21. If a Class Member disputes the Claims Administrator's decision, whether in whole or in part, the Class Member may appeal the decision by bringing an Application, on notice to the Plaintiffs, Class Counsel and the Claims Administrator, in the Court. The notice must be served within 15 days after the Claims Administrator renders its final decision. The Class Member must use its/his/her best efforts to ensure that the motion is scheduled

and heard within 120 days after the notice has been served. A decision of the Court shall be binding and no further appeal shall lie therefrom.

22. If there is a positive balance after one hundred and eighty (180) days from the date of distribution of the Net Settlement Amount to Class Members, the Claims Administrator shall, if feasible, allocate such balance among Class Members in an equitable and economic fashion. Any balance below \$25,000.00 which still remains thereafter shall be donated to the Alberta Securities Commission to be used solely for the purpose of educating investors and promoting or otherwise enhancing knowledge and information of persons regarding the operation of the securities and financial markets

**SCHEDULE "G" - APPROVAL NOTICE**

**(SCHEDULE "C" TO THE APPROVAL ORDER)**

**ASIA PACKAGING GROUP INC. ("APX") CLASS ACTION**

**NOTICE OF CERTIFICATION AND SETTLEMENT APPROVAL**

**This notice is to all persons who purchased or otherwise acquired APX Securities (TSX-V: APX), whether in a primary offering or in the secondary market, from and including April 26, 2011 to and including November 6, 2013, excluding Asia Packaging Group Inc., Manning Elliott LLP, their past and present subsidiaries, affiliates, officers, directors, senior employees, partners, legal representatives, heirs, predecessors, successors and assigns, Robert Wilson, Brian Birmingham, Jin Kuang, Michael E.D. Rayment, George Dorin and any individual who is an immediate member of their family**

**READ THIS NOTICE CAREFULLY AS IT MAY AFFECT YOUR LEGAL RIGHTS.**

**COURT APPROVAL OF THE SETTLEMENT OF CLASS ACTION**

In 2014, a class action was commenced against Asia Packaging Group Inc. ("APX"), Robert Wilson, Brian Birmingham, Jin Kuang, Michael E.D. Rayment, George Dorin, and Manning Elliott LLP (the "Class Action"). This notice applies to all persons who purchased or otherwise acquired APX Securities (TSX-V: APX), whether in a primary offering or in the secondary market, from and including April 26, 2011 to and including November 6, 2013.

The proposed representative plaintiffs and Manning Elliott LLP (the "Settling Defendant") have reached a proposed settlement subject to obtaining the approval of the Alberta Court of Queen's Bench (the "Court") (the "Settlement Agreement"). The Settlement Agreement provides that the Settling Defendant will pay \$350,000.00 (the "Settlement Amount") in full and final settlement of all claims of the Class Members against the Settling Defendant. The Settlement Amount includes all legal fees, disbursements, taxes and administration expenses. In return for the Settlement Amount, the Settling Defendant will receive releases and a dismissal of the Class Action as against them.

The settlement is a compromise of disputed claims and is not an admission of liability, wrongdoing or fault on the part of any of the Settling Defendant, which has disputed, and continues to dispute, the allegations advanced in the Class Action.



By Orders issued by the Court of Queen's Bench of Alberta dated \_\_\_\_\_, the Court certified the action as a class proceeding pursuant to section 5(1) of the *Class Proceedings Act*, SA 2003, c C-16.5 ("*CPA*"), and certified the class as a settlement class, as defined in section 4 of the *CPA*, as follows:

All persons and entities, wherever they may reside or be domiciled, who purchased or otherwise acquired APX Securities, whether in a primary offering or in the secondary market, from and including April 26, 2011 to and including November 6, 2013, excluding Opt-Out Parties, a named Defendant in Court of Queen's Bench Action No. 1401-04522 (i.e., Asia Packaging Group Inc., Robert Wilson, Brian Birmingham, Jin Kuang, Michael E.D. Raymont, George Dorin, and Manning Elliott LLP), or an "Excluded Person" as defined in that action. ("**Class**" or "**Class Members**").

The Court also approved the Settlement Agreement and declared that it is fair, reasonable and in the best interests of the Class Members. The Court also awarded Jensen Shawa Solomon Duguid Hawkes LLP ("**Class Counsel**") legal fees in the total amount of \$\_\_\_\_\_, plus disbursements actually incurred up to a maximum of \$\_\_\_\_\_, plus applicable taxes ("**Class Counsel Fees**"). As is customary in such cases, Class Counsel conducted the class action on a contingent fee basis. Class Counsel was not paid as the matter proceeded and funded the expenses of conducting the litigation. This amount will be Class Counsel's only compensation for conducting the class action. Class Counsel Fees will be deducted from the Settlement Amount before it is distributed to Class Members.

Expenses incurred or payable relating to approval, notification, implementation and administration of the Settlement ("**Administration Expenses**") will also be paid from the Settlement Amount before it is distributed to Class Members.

#### **CLAIMS ADMINISTRATOR**

The Court has appointed RicePoint Administration Inc. as the Claims Administrator of the Settlement. The Claims Administrator will, among other things: (i) receive and process the Claim Forms; (ii) make determinations of each Class Member's eligibility for compensation pursuant to the Distribution Plan; (iii) communicate with Class Members regarding their eligibility for compensation; and (iv) manage and distribute the Settlement Amount. The Claims Administrator can be contacted at:

Telephone: •

Mailing Address: •

Website: •

#### **CLASS MEMBERS' ENTITLEMENT TO COMPENSATION**

Class Members will be eligible for compensation pursuant to the settlement if they timely submit a completed Claim Form, including any supporting documentation, to the Claims Administrator.

To be eligible for compensation under the settlement, Class Members must submit their Claim Form and required documentation postmarked no later than \_\_\_\_\_ (the "**Claims Deadline**"). **The Claim Form is attached to this Approval Notice.** Claim Forms are also available at <http://www.issbarristers.ca/pages/class-actions/class-actions.cfm>.

**Note: Class Members do not need to complete a Claim Form if they have previously submitted a Claim Form for the Prior Settlement in this matter. In that case, the Class Member's claim in this settlement will be processed automatically.**

Only Class Members are permitted to participate in the settlement. In particular, the following persons are not permitted to participate in the settlement: (i) "Excluded Persons", which are defined as the named Defendants, their past and present subsidiaries, affiliates, officers, directors, senior employees, partners, legal representatives, heirs, predecessors, successors and assigns, and any individual who is an immediate member of the family of an individual defendant; and (ii) persons who opt out of the Class Action.

The Net Settlement Amount, after deduction of Class Counsel Fees, and Administration Expenses (the "**Net Settlement Amount**"), will be distributed to Class Members in accordance with the Distribution Plan.

Each Authorized Class Member's actual compensation from the Net Settlement Amount will be his/her/its *pro rata* share of the Net Settlement Amount calculated as set out in paragraphs \_\_\_\_\_ of Schedule "F" to the Settlement Agreement. Entitlements of less than \$5.00 will not be paid.

If a Class Member disputes the Claims Administrator's decision, whether in whole or in part, the Class Member may appeal the decision by bringing an Application, on notice to the Plaintiffs, Class Counsel and the Claims Administrator, in the Court. The notice must be served within 15 days after the Claims Administrator renders its final decision. The Class Member must use its/his/her best efforts to ensure that the motion is scheduled and heard within 120 days after

the notice has been served. A decision of the Court shall be binding and no further appeal shall lie therefrom.

If there is a positive balance after one hundred and eighty (180) days from the date of distribution of the Net Settlement Amount to Class Members, the Claims Administrator shall, if feasible, allocate such balance among Class Members in an equitable and economic fashion. Any balance below \$25,000.00 which still remains thereafter shall be donated to the Alberta Securities Commission to be used solely for the purpose of educating investors and promoting or otherwise enhancing knowledge and information of persons regarding the operation of the securities and financial markets

#### **OPTING OUT OF THE PROCEEDINGS**

If you would like to exclude yourself from the settlement agreements, you can opt out by sending the Opt-Out Form, **which is attached to this Notice**, to Class Counsel by email, regular mail or fax by no later than \_\_\_\_\_ to:

Carsten Jensen, Q.C., FCI Arb  
 Jensen Shawa Solomon Duguid Hawkes LLP  
 Lancaster Building  
 800, 304 - 8 Avenue SW  
 Calgary, AB T2P 1C2  
 Telephone: 403.571.1526  
 Facsimile: 403.571.1528  
 Email: jensenc@jssbarristers.ca

If you do not opt out of the settlement agreements in the manner required by this notice, you will be bound by the terms of the proposed settlement agreements and will be barred from instituting or continuing any legal action against the Settling Defendant in relation to the subject matter of the action.

#### **COPIES OF THE SETTLEMENT DOCUMENTS**

Copies of the Settlement Agreement and the Distribution Plan may be found on the website of Class Counsel at: [www.jssbarristers.ca/pages/class-actions/class-actions.cfm](http://www.jssbarristers.ca/pages/class-actions/class-actions.cfm) or by contacting Class Counsel at the contact information provided below.

#### **IMPORTANT DEADLINE**

**Claim Deadline:** \_\_\_\_\_

***Claim Forms will not be accepted after the Claim Deadline. As a result, it is necessary that you act without delay.***

**CLASS COUNSEL**

Jensen Shawa Solomon Duguid Hawkes LLP is counsel to the Plaintiffs in the class proceeding, and can be reached by telephone at 403.571.1520.

**CLAIMS ADMINISTRATOR**

RicePoint Administration Inc. has been appointed by the Court to be the Claims Administrator and is responsible for the distribution of the Net Settlement Amount. They can be reached by telephone at \_\_\_\_\_ or email at \_\_\_\_\_.

**INTERPRETATION**

If there is a conflict between the provisions of this notice and the Settlement Agreement, the terms of the Settlement Agreement will prevail.

**DISTRIBUTION OF THIS NOTICE HAS BEEN AUTHORIZED**

**BY THE ALBERTA COURT OF QUEEN'S BENCH**

**SCHEDULE "H" – OPT-OUT FORM**

**(SCHEDULE "E" TO THE APPROVAL ORDER)**

**ATTACHED TO THE APPROVAL NOTICE**

**ASIA PACKAGING GROUP INC. CLASS ACTION SETTLEMENT OPT-OUT FORM**

This form is not a registration form or a claim form. This form excludes you from participation in the Settlement Agreement between the Class and Manning Elliott LLP. If you complete and submit this form, you will not be eligible to receive any benefits under the settlement. Do not use this form if you want to remain in the Class. If you want to be excluded from the Class, this form must be received by Jensen Shawa Solomon Duguid Hawkes LLP at the address below by no later than \_\_\_\_\_, 2018.

Last Name		
First Name		
Current Address		
City	Prov./State	Postal Code/Zip Code

Social Insurance Number/Social Security Number/Unique Tax Identifier	

Telephone Number (Work)	Telephone Number (Home)

**Identification of person signing Opt-Out Form (please check):**

☐

I represent that I held Asia Packaging Group Inc. securities, or am the authorized representative of a corporation that the securities, either directly or beneficially, which I acquired during the period April 26, 2011 to and including November 6, 2013. I am the above identified class member. I am signing this form to exclude myself from participating in this settlement between the Class and Manning Elliott LLP.

**Purpose for Opting Out [Completion of this section of the Opt-Out Form is voluntary, will not be binding on you if you choose to complete it, and has no bearing on the validity of the Opt-Out Form] - (check only one):**

- ☐ My current intention is to begin individual litigation against Manning Elliott LLP.
- ☐ I am opting out of the class action for a reason other than to begin individual litigation against Manning Elliott LLP. I am opting out for the following reason(s):

**I UNDERSTAND THAT BY OPTING OUT I WILL NEVER BE ELIGIBLE TO RECEIVE BENEFITS OBTAINED BY WAY OF THE SETTLEMENT AGREEMENT BETWEEN PAUL CARTER AND F. PHILIP WILHELMSSEN, IN THEIR CAPACITY AS REPRESENTATIVE PLAINTIFFS UNDER THE CLASS PROCEEDINGS ACT, SA 2003, C. C-16.5, AND THE CLASS PROCEEDINGS ACT, RSBC 1996, C. 50, AND MANNING ELLIOTT LLP, NOR WILL I BE BOUND BY THE PARTIAL SETTLEMENT OF THAT ACTION.**

**I FURTHER UNDERSTAND THAT BY OPTING OUT, CLASS COUNSEL CAN NOT REPRESENT ME IN ANY INDIVIDUAL ACTION I MAY BRING.**

**I FURTHER UNDERSTAND THAT BY OPTING OUT, I WILL BE RESPONSIBLE FOR ALL LEGAL FEES AND COSTS THAT MAY BE INCURRED BY ME IF I CHOOSE TO PURSUE MY OWN INDIVIDUAL CLAIM.**

Signature: \_\_\_\_\_ Date Signed: \_\_\_\_\_

This completed Opt-Out Form must be received by Class Counsel by email, regular mail or fax no later than \_\_\_\_\_. Class Counsel can be reached at:

Carsten Jensen, Q.C., FCI Arb  
Jensen Shawa Solomon Duguid Hawkes LLP  
Lancaster Building  
800, 304 – 8<sup>th</sup> Avenue SW  
Calgary, AB T2P 1C2  
Telephone: (403) 571-1526  
Facsimile: (403) 571-1528  
Email: jensenc@jssbarristers.ca

## SCHEDULE “B” - DISTRIBUTION PLAN

### DEFINED TERMS

1. For the purposes of this Distribution Plan, the definitions set out in the Settlement Agreement, except as modified herein, apply to and are incorporated into this Distribution Plan and, in addition, the following definitions apply:
  - (a) **“Distribution List”** means a list containing the name and address of each Class Member entitled to receive a distribution, and the calculation of the Class Member’s pro rata share of the Net Settlement Amount.
  - (b) **“Eligible Class Member”** means a Class Member who submits a properly completed Claim Form and all required supporting documentation to the Claims Administrator, on or before the Claims Deadline;
  - (c) **“Plan”** means this distribution plan; and
  - (d) **“Settlement Agreement”** means the settlement agreement signed by the Parties in the Class Action which was approved by the Order of the Court dated November 1, 2018.

### THE OVERVIEW

2. The Distribution Plan contemplates a determination of eligibility and an allocation and distribution to each Eligible Class Member of a pro rata share of the Net Settlement Amount calculated as the proportion of his/her/its losses in relation to the total losses of all members of the Class.

### GENERAL PRINCIPLES OF THE ADMINISTRATION

3. The administration to be established shall:
  - (a) Implement and conform to the Plan; and
  - (b) Employ secure and paperless systems with electronic record keeping, wherever practical.

### THE CLAIMS ADMINISTRATOR

4. The Claims Administrator shall have such powers and rights reasonably necessary to discharge its duty and obligation to implement and administer the Escrow Account and

the Plan in accordance with their terms, subject to the direction of the Court and Class Counsel.

5. The Claims Administrator shall administer the Plan under the oversight and direction of the Court and Class Counsel and act as trustee in respect of the Net Settlement Amount.
6. The Claims Administrator shall develop, implement and operate an administration system, utilizing electronic technology and system where practical, for the following:
  - (a) Receipt of data, information and documents concerning Class Members;
  - (b) Claim evaluation, analyses and decisions;
  - (c) Distribution analyses and Class payout;
  - (d) Administration Expense payment; and
  - (e) Cash management, audit control and reporting.
7. The Claims Administrator's duties and responsibilities shall include the following:
  - (a) Receiving the Net Settlement Amount from Class Counsel and holding it in an interest bearing trust account;
  - (b) Preparing any documents, information or protocols required for submission to and approval of the Court;
  - (c) Developing, implementing and operating electronic systems and procedures for receiving, processing, evaluating and decision making respecting claims of Class Members, including making all necessary inquiries to determine the validity of such claims;
  - (d) Making a timely decision in respect of claims filed, giving notice of its decision respecting claims promptly and making payment to Authorized Claimants in a timely fashion;
  - (e) 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;
  - (f) Distributing and reporting on any settlement payments;



- (g) During the distribution phase, instituting a tracing process to locate the current address for those Class Members whose payment from the Claims Administrator is returned “address unknown”;
- (h) Making payments of Administration Expenses;
- (i) Maintaining a database with all information necessary to permit the Court and Class Counsel to evaluate the progress of the administration from time to time;
- (j) Reporting to the Court and to Class Counsel respecting claims received and administered, and Administration Expenses; and
- (k) Preparing such financial statements, reports and records as directed by the Court or required by Class Counsel.

#### **CLASS COUNSEL**

- 8. Class Counsel shall have such powers and rights reasonably necessary to discharge their duties and responsibilities to oversee the implementation, administration and operation of the Settlement Agreement and Plan in accordance with their terms subject to the direction of the Court.
- 9. The duties and responsibilities of Class Counsel shall include:
  - (a) Overseeing the establishment and operation of the administration of the Plan;
  - (b) Reviewing and submitting to the Court such plans prepared for the Claims Administrator as may be required for the acceptance, processing and payment of the claims;
  - (c) Receiving and assessing information from the Claims Administrator; and
  - (d) Applying to the Court for advice and direction, where necessary.

#### **THE CLAIMS PROCEDURE**

- 10. The Claims Administrator shall, in accordance with the Settlement Agreement and Plan, determine the eligibility of claimants and the compensation each is entitled to and distribute the Net Settlement Amount to Eligible Class Members subject to the terms and conditions set out herein.

11. In order to participate in the distribution of the Net Settlement Amount, a Class Member must submit to the Claims Administrator, on or before the Claims Deadline, a completed Claim Form and all other required supporting documents.
12. The required supporting documentation which a Class Member must submit to the Administrator include:
  - (a) A completed Claim Form for this or for the Prior Settlement; and
  - (b) If the claimant is acting in a representative capacity for a Class Member, documents confirming his/her/its authority to act such as power of attorney or other document evidencing authority to act for the Class Member.
13. Once a Claim Form and required supporting documentation are received, the Claims Administrator shall:
  - (a) Decide whether the Class Member is eligible to participate in the distribution; and
  - (b) If the Class Member is determined to be eligible, calculate his/her/its share of compensation in accordance with the terms of the Plan.
14. A decision of the Claims Administrator in respect of a claim will be final and binding upon the Class Member, subject to any Order or direction to the contrary by the Court.
15. If a Class Member disputes the Claims Administrator's decision, whether in whole or in part, the Class Member may appeal the decision by bringing an Application, on notice to Class Counsel and the Claims Administrator, in the Court. The Application must be served within 15 days after the Claims Administrator renders its final decision. The Class Member must use its/his/her best efforts to ensure that the motion is scheduled and heard within 120 days after the notice has been served. A decision of the Court shall be binding and no further appeal shall lie therefrom.
16. Any Class Member who does not submit a Claim Form and required supporting documentation with the Claims Administrator on or before the Claims Deadline will not be permitted to participate in the distribution without permission of Class Counsel or the Court. The Claims Administrator will not accept or process any Claim Form received after the Claims Deadline unless directed to do so by Class Counsel or the Court.

## THE METHOD OF DETERMINING THE LOSSES OF EACH CLASS MEMBER

17. Claimants will submit their names and unique personal information to the Claims Administrator, RicePoint Administration Inc., by the designated Claims Deadline. RicePoint Administration Inc. will assess whether a claimant is a Class Member and, if so, whether the Class Member suffered a loss during the Class Period and the amount of that loss.
18. In order to determine if a loss occurred:
  - (a) If a Class Member purchased APX securities in the period April 26, 2011 to November 6, 2013 and retained all the securities to the end of the Class Period, the loss is the total aggregate purchase price of those securities;
  - (b) If a Class Member purchased APX securities in the period April 26, 2011 to November 6, 2013 but sold some or all of their APX securities on or prior to November 6, 2013, the loss is the difference between the total aggregate purchase price of their securities, less the total aggregate sale price received for those sold securities.

## FINAL DISTRIBUTION

19. Once all Claims that are submitted by the Claims Deadline have been processed, RicePoint Administration Inc. will then determine the total amount of net losses for all Class Members.
20. Each Authorized Class Member's actual compensation from the Net Settlement Amount will be his/her/its *pro rata* share of the Net Settlement Amount. Entitlements of less than \$5.00 will not be paid.
21. If a Class Member disputes the Claims Administrator's decision, whether in whole or in part, the Class Member may appeal the decision by bringing an Application, on notice to the Plaintiffs, Class Counsel and the Claims Administrator, in the Court. The notice must be served within 15 days after the Claims Administrator renders its final decision. The Class Member must use its/his/her best efforts to ensure that the motion is scheduled and heard within 120 days after the notice has been served. A decision of the Court shall be binding and no further appeal shall lie therefrom.
22. If there is a positive balance after one hundred and eighty (180) days from the date of distribution of the Net Settlement Amount to Class Members, the Claims Administrator shall, if feasible, allocate such balance among Class Members in an equitable and

economic fashion. Any balance below \$25,000.00 which still remains thereafter shall be donated to the Alberta Securities Commission to be used solely for the purpose of educating investors and promoting or otherwise enhancing knowledge and information of persons regarding the operation of the securities and financial markets

## SCHEDULE "C" - APPROVAL NOTICE

### ASIA PACKAGING GROUP INC. ("APX") CLASS ACTION

#### NOTICE OF CERTIFICATION AND SETTLEMENT APPROVAL

This notice is to all persons who purchased or otherwise acquired APX Securities (TSX-V: APX), whether in a primary offering or in the secondary market, from and including April 26, 2011 to and including November 6, 2013, excluding Asia Packaging Group Inc., Manning Elliott LLP, their past and present subsidiaries, affiliates, officers, directors, senior employees, partners, legal representatives, heirs, predecessors, successors and assigns, Robert Wilson, Brian Birmingham, Jin Kuang, Michael E.D. Raymont, George Dorin and any individual who is an immediate member of their family

**READ THIS NOTICE CAREFULLY AS IT MAY AFFECT YOUR LEGAL RIGHTS.**

#### COURT APPROVAL OF THE SETTLEMENT OF CLASS ACTION

In 2014, a class action was commenced against Asia Packaging Group Inc. ("APX"), Robert Wilson, Brian Birmingham, Jin Kuang, Michael E.D. Raymont, George Dorin, and Manning Elliott LLP (the "**Class Action**"). This notice applies to all persons who purchased or otherwise acquired APX Securities (TSX-V: APX), whether in a primary offering or in the secondary market, from and including April 26, 2011 to and including November 6, 2013.

The proposed representative plaintiffs and Manning Elliott LLP (the "**Settling Defendant**") have reached a proposed settlement subject to obtaining the approval of the Alberta Court of Queen's Bench (the "**Court**") (the "**Settlement Agreement**"). The Settlement Agreement provides that the Settling Defendant will pay \$350,000.00 plus accrued interest (the "**Settlement Amount**") in full and final settlement of all claims of the Class Members against the Settling Defendant. The Settlement Amount includes all legal fees, disbursements, taxes and administration expenses. In return for the Settlement Amount, the Settling Defendant will receive releases and a dismissal of the Class Action as against them.

The settlement is a compromise of disputed claims and is not an admission of liability, wrongdoing or fault on the part of any of the Settling Defendant, which have disputed, and continue to dispute, the allegations advanced in the Class Action.

By Orders issued by the Court of Queen's Bench of Alberta dated November 1, 2018 the Court certified the action as a class proceeding pursuant to section 5(1) of the *Class Proceedings Act*,

SA 2003, c C-16.5 (“**CPA**”), and certified the class as a settlement class, as defined in section 4 of the *CPA*, as follows:

All persons and entities, wherever they may reside or be domiciled, who purchased or otherwise acquired APX Securities, whether in a primary offering or in the secondary market, from and including April 26, 2011 to and including November 6, 2013, excluding Opt-Out Parties, a named Defendant in Court of Queen’s Bench Action No. 1401-04522 (i.e., Asia Packaging Group Inc., Robert Wilson, Brian Birmingham, Jin Kuang, Michael E.D. Raymont, George Dorin, and Manning Elliott LLP), or an “Excluded Person” as defined in that action. (“**Class**” or “**Class Members**”).

The Court also approved the Settlement Agreement and declared that it is fair, reasonable and in the best interests of the Class Members. The Court also awarded Jensen Shawa Solomon Duguid Hawkes LLP (“**Class Counsel**”) legal fees in the total amount \$\_\_\_\_\_, plus disbursements actually incurred up to a maximum of \$\_\_\_\_\_ plus applicable taxes (“**Class Counsel Fees**”). As is customary in such cases, Class Counsel conducted the class action on a contingent fee basis. Class Counsel was not paid as the matter proceeded and funded the expenses of conducting the litigation. This amount will be Class Counsel’s only compensation for conducting the class action. Class Counsel Fees will be deducted from the Settlement Amount before it is distributed to Class Members.

Expenses incurred or payable relating to approval, notification, implementation and administration of the Settlement (“**Administration Expenses**”) will also be paid from the Settlement Amount before it is distributed to Class Members.

#### **CLAIMS ADMINISTRATOR**

The Court has appointed RicePoint Administration Inc. as the Claims Administrator of the Settlement. The Claims Administrator will, among other things: (i) receive and process the Claim Forms; (ii) make determinations of each Class Member’s eligibility for compensation pursuant to the Distribution Plan; (iii) communicate with Class Members regarding their eligibility for compensation; and (iv) manage and distribute the Settlement Amount. The Claims Administrator can be contacted at:

Telephone: 1 (866) 432-5534

Mailing Address: RicePoint Administration Inc.  
1480 Richmond Street, Suite 204

London, Ontario, Canada  
N6G 0J4

Website: <http://ricepoint.com/>

## **CLASS MEMBERS' ENTITLEMENT TO COMPENSATION**

Class Members will be eligible for compensation pursuant to the settlement if they timely submit a completed Claim Form, including any supporting documentation, to the Claims Administrator.

To be eligible for compensation under the settlement, Class Members must submit their Claim Form and required documentation postmarked no later than 120 days following the dissemination of the Notice of Approval of Partial Settlement to Class Members in accordance with the Plan of Notice (the “**Claims Deadline**”). **The Claim Form is attached to this Approval Notice.** Claim Forms are also available at <http://www.jssbarristers.ca/pages/class-actions/class-actions.cfm>.

Only Class Members are permitted to participate in the settlement. In particular, the following persons are not permitted to participate in the settlement: (i) “Excluded Persons”, which are defined as the named Defendants, their past and present subsidiaries, affiliates, officers, directors, senior employees, partners, legal representatives, heirs, predecessors, successors and assigns, and any individual who is an immediate member of the family of an individual defendant; and (ii) persons who opt out of the Class Action.

The Net Settlement Amount, after deduction of Class Counsel Fees, and Administration Expenses (the “**Net Settlement Amount**”), will be distributed to Class Members in accordance with the Distribution Plan.

Each Authorized Class Member’s actual compensation from the Net Settlement Amount will be his/her/its *pro rata* share of the Net Settlement Amount calculated as set out in paragraphs 10-18 of Schedule “F” to the Settlement Agreement. Entitlements of less than \$5.00 will not be paid.

If a Class Member disputes the Claims Administrator’s decision, whether in whole or in part, the Class Member may appeal the decision by bringing an Application, on notice to the Plaintiffs, Class Counsel and the Claims Administrator, in the Court. The notice must be served within 15 days after the Claims Administrator renders its final decision. The Class Member must use its/his/her best efforts to ensure that the motion is scheduled and heard within 120 days after

the notice has been served. A decision of the Court shall be binding and no further appeal shall lie therefrom.

If there is a positive balance after one hundred and eighty (180) days from the date of distribution of the Net Settlement Amount to Class Members, the Claims Administrator shall, if feasible, allocate such balance among Class Members in an equitable and economic fashion. Any balance below \$25,000.00 which still remains thereafter shall be donated to the Alberta Securities Commission to be used solely for the purpose of educating investors and promoting or otherwise enhancing knowledge and information of persons regarding the operation of the securities and financial markets

### **OPTING OUT OF THE PROCEEDINGS**

If you would like to exclude yourself from the settlement agreements, you can opt out by sending the Opt-Out Form, **which is attached to this Notice**, to Class Counsel by email, regular mail or fax by no later than 21 days following the dissemination of the Notice of Approval of Partial Settlement to Class Members in accordance with the Plan of Notice to:

Andrew Wilson / Erin J. Baker  
 Jensen Shawa Solomon Duguid Hawkes LLP  
 Lancaster Building  
 800, 304 - 8 Avenue SW  
 Calgary, AB T2P 1C2  
 Telephone: 403.571.1058  
 Facsimile: 403.571.1528  
 Email: wilsona@jssbarristers.ca  
 bakere@jssbarristers.ca

If you do not opt out of the settlement agreements in the manner required by this notice, you will be bound by the terms of the proposed settlement agreements and will be barred from instituting or continuing any legal action against the Defendants in relation to the subject matter of the action.

### **COPIES OF THE SETTLEMENT DOCUMENTS**

Copies of the Settlement Agreement and the Distribution Plan may be found on the website of Class Counsel at: [www.jssbarristers.ca/pages/class-actions/class-actions.cfm](http://www.jssbarristers.ca/pages/class-actions/class-actions.cfm) or by contacting Class Counsel at the contact information provided below.



**IMPORTANT DEADLINE**

**Claims Deadline:** \_\_\_\_\_

*Claim Forms will not be accepted after the Claim Deadline. As a result, it is necessary that you act without delay.*

**CLASS COUNSEL**

Jensen Shawa Solomon Duguid Hawkes LLP are counsel to the Plaintiffs in the class proceeding, and can be reached by telephone at 403.571.1520.

**CLAIMS ADMINISTRATOR**

RicePoint Administration Inc. has been appointed by the Court to be the Claims Administrator and is responsible for the distribution of the Net Settlement Amount. They can be reached by telephone at 1 (866) 432-5534 or email at support@ricepoint.com.

**INTERPRETATION**

If there is a conflict between the provisions of this notice and the Settlement Agreement, the terms of the Settlement Agreement will prevail.

**DISTRIBUTION OF THIS NOTICE HAS BEEN AUTHORIZED**

**BY THE ALBERTA COURT OF QUEEN'S BENCH**

## SCHEDULE "D" - CLAIM FORM

### ASIA PACKAGING GROUP INC. CLASS ACTION

#### CLAIM FORM

TO BE ELIGIBLE FOR COMPENSATION YOUR COMPLETED CLAIM FORM TOGETHER WITH SUPPORTING DOCUMENTATION MUST BE MAILED TO THE CLAIMS ADMINISTRATOR NO LATER THAN \_\_\_\_\_, 201\_\_.

#### INSTRUCTIONS FOR CLAIM FORM

If you purchased or otherwise acquired APX Securities, whether in a primary offering or in the secondary market, during the time period of April 26, 2011 to and including November 6, 2013, and you are not an Opt-Out Party, a named Defendant in Court of Queen's Bench Action No. 1401-04522 (i.e., Asia Packaging Group Inc., Robert Wilson, Brian Birmingham, Jin Kuang, Michael E.D. Raymont, George Dorin, and Manning Elliott LLP), or an "Excluded Person" as defined in that lawsuit, you are eligible to submit a Claim Form.

- You must fill out each section of the Claim Form in its entirety.
- You must provide all of the required documentation stipulated in the Claim Form.
- Claim Forms must be sent by mail to the Claims Administrator postmarked no later than \_\_\_\_\_, 201\_\_. The Claims Administrator's address is: RicePoint Administration Inc., 1480 Richmond Street, Suite 204, London, Ontario, Canada N6G 0J4.
- Claims Forms which are postmarked after \_\_\_\_\_, 201\_\_ may be rejected by the Claims Administrator.
- The Claims Administrator may be reached by telephone at 1 (866) 432-5534 or by email at <http://ricepoint.com/>.

#### 1. IDENTIFICATION OF CLASS MEMBER

Name: \_\_\_\_\_  
Legal Name of Class Member

\_\_\_\_\_  
Contact Person (If Class Member is a corporation)

Address: \_\_\_\_\_  
                     No./Apt./Street                      City                      Province                      Postal Code

Telephone: \_\_\_\_\_  
                     Area code/phone no. (Ext. if applicable)

Email: \_\_\_\_\_

Identification of person signing this Form (check one only):

\_\_\_\_\_ I am the Class Member.

\_\_\_\_\_ I am an authorized employee, officer or director of the above-identified Class Member. I am signing this Form to register the Class Member for settlement benefits.

\_\_\_\_\_ I am a representative of the above-identified Class Member. I am signing this Form to register the Class Member for settlement benefits. (Attach copy of court order or other official document appointing you as representative)

<b>2. INFORMATION OF APX SECURITIES HELD BY CLASS MEMBER</b>
--

# and type of APX securities held \_\_\_\_\_

Date(s) APX securities acquired \_\_\_\_\_

<b>3. REQUIRED DOCUMENTATION</b>
----------------------------------

I hereby enclose the following documents in support of my claim:

\_\_\_\_\_ Copy of my official identification document (driver's license or passport)

**4. DECLARATION**

I declare that I have read and understand the contents of this Claim Form, the Disclaimer and Instructions. I declare under penalty of perjury that the statement I have made in this Claim Form is true, correct and complete to the best of my knowledge, information and belief.

---

Date

---

Signature (Claimant or Representative)

**Note:** To preserve eligibility for benefits under the settlements, your completed application, together with the required documentation must be submitted to the Claims Administrator no later than \_\_\_\_\_, 2018.

**Please mail this Form to the following address:**

**RicePoint Administration Inc.  
1480 Richmond Street, Suite 204  
London, Ontario, Canada  
N6G 0J4**

## SCHEDULE "E" – OPT-OUT FORM

## ATTACHED TO THE APPROVAL NOTICE

## ASIA PACKAGING GROUP INC. CLASS ACTION SETTLEMENT OPT-OUT FORM

This form is not a registration form or a claim form. This form excludes you from participation in the Settlement Agreement between the Class and Manning Elliott LLP. If you complete and submit this form, you will not be eligible to receive any benefits under the settlement. Do not use this form if you want to remain in the Class. If you want to be excluded from the Class, this form must be received by Jensen Shawa Solomon Duguid Hawkes LLP at the address below by no later than \_\_\_\_\_, 201\_\_.

Last Name		
First Name		
Current Address		
City	Prov./State	Postal Code/Zip Code
Social Insurance Number/Social Security Number/Unique Tax Identifier		
Telephone Number (Work)		Telephone Number (Home)

## Identification of person signing Opt-Out Form (please check):



I represent that I held Asia Packaging Group Inc. securities, or am the authorized representative of a corporation that the securities, either directly or beneficially, which I acquired during the period April 26, 2011 to and including November 6, 2013. I am the above identified class member. I am signing this form to exclude myself from participating in this settlement between the Class and Manning Elliott LLP.

**Purpose for Opting Out [Completion of this section of the Opt-Out Form is voluntary, will not be binding on you if you choose to complete it and has no bearing on the validity of the Opt-Out Form] - (check only one):**

- ☐ My current intention is to begin individual litigation against Manning Elliott LLP.
- ☐ I am opting out of the class action for a reason other than to begin individual litigation against Manning Elliott LLP in relation to the matters alleged in the Proceeding. I am opting out for the following reason(s):

**I UNDERSTAND THAT BY OPTING OUT I WILL NEVER BE ELIGIBLE TO RECEIVE BENEFITS OBTAINED BY WAY OF THE SETTLEMENT AGREEMENT BETWEEN PAUL CARTER AND F. PHILIP WILHELMSSEN, IN THEIR CAPACITY AS REPRESENTATIVE PLAINTIFFS UNDER THE CLASS PROCEEDINGS ACT, SA 2003, C. C-16.5, AND THE CLASS PROCEEDINGS ACT, RSBC 1996, C. 50, AND MANNING ELLIOTT LLP, NOR WILL I BE BOUND BY THE PARTIAL SETTLEMENT OF THAT ACTION.**

**I FURTHER UNDERSTAND THAT BY OPTING OUT, CLASS COUNSEL CAN NOT REPRESENT ME IN ANY INDIVIDUAL ACTION I MAY BRING.**

**I FURTHER UNDERSTAND THAT BY OPTING OUT, I WILL BE RESPONSIBLE FOR ALL LEGAL FEES AND COSTS THAT MAY BE INCURRED BY ME IF I CHOOSE TO PURSUE MY OWN INDIVIDUAL CLAIM.**

Signature: \_\_\_\_\_ Date Signed: \_\_\_\_\_

This completed Opt-Out Form must be received by Class Counsel by email, regular mail or fax no later than \_\_\_\_\_. Class Counsel can be reached at:

Andrew Wilson / Erin Baker  
Jensen Shawa Solomon Duguid Hawkes LLP  
Lancaster Building  
800, 304 – 8<sup>th</sup> Avenue SW  
Calgary, AB T2P 1C2  
Telephone: (403) 571-1058  
Facsimile: (403) 571-1528  
Email: wilsona@jssbarristers.ca

bakere@jssbarristers.ca