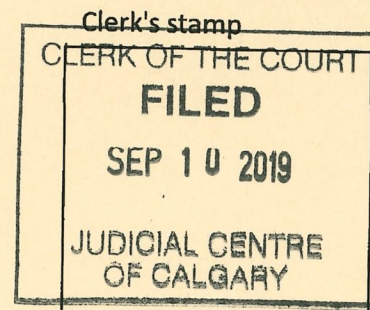


COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE

1701-02151
CALGARY



PLAINTIFF

ALEXANDER CLAYTON MONTAGUE

DEFENDANTS

RICHARD PELLETIER and PETER CAPKUN

DOCUMENT

Brought under the *Class Proceedings Act*
PIERRINGER SETTLEMENT AGREEMENT CONSENT
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

Christa Nicholson/Charlotte Stokes
Phone: 403 571 1520
Fax: 403 571 1528
File: 13166.001

DATE ON WHICH ORDER WAS PRONOUNCED:

Monday, September 9, 2019

NAME OF JUSTICE WHO MADE THIS ORDER:

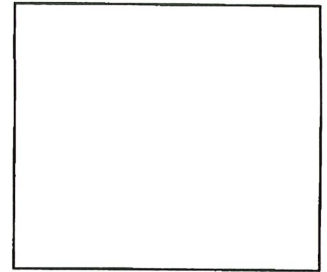
The Honourable Madam Justice G. Campbell

LOCATION OF HEARING:

Calgary, Alberta

UPON THE *EX PARTE* APPLICATION OF the Representative Plaintiff, Alexander Clayton Montague (the **Representative Plaintiff**); **AND UPON** having read the Affidavits of Alexander Montague sworn September 4, 2019 where one of those Affidavits, *inter alia*, references as Exhibit "A" thereto a complete and unredacted copy of the Class Action Pierringer Settlement Agreement including the Schedules thereto (collectively, the **Settlement Agreement**) reached between the Plaintiffs and Peter Capkun (the **Settling Defendant**) dated September 4, 2019 (the **Unredacted Affidavit**), and the other Affidavit, which attaches as Exhibit "A" thereto the Settlement Agreement where only the quantum of the Consideration (as defined in the Settlement Agreement) is redacted (the **Redacted Affidavit**); **AND UPON NOTING** that the Redacted Affidavit also includes the proposed distribution plan at Exhibit "C" thereto (the **Distribution Plan**) and the proposed form of notice of settlement at Exhibit "D" thereto (the **Settlement Notice**); **AND UPON NOTING** the order of Justice G. Campbell filed on May 23, 2017 approving the Contingency Fee Agreement (CFA); **AND UPON NOTING** the consent hereto of

Clerk's stamp



COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE

CALGARY

PLAINTIFF

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counsel for the Plaintiff and counsel for the Settling Defendant; **AND UPON NOTING** the Order of Justice G. Campbell filed on June 12, 2019 addressing the manner in which the Defendant, Richard Pelletier (**Pelletier**), may be served in this Action, given that he is no longer represented by counsel;

IT IS HEREBY ORDERED AND DECLARED THAT:

Settlement Agreement and Settlement Notice Approval

1. Except as otherwise noted herein, this Order incorporates and adopts the definitions set out in the Settlement Agreement, the redacted version of which is marked as Exhibit "A" to the Redacted Affidavit and is attached as **Schedule 'A'** to this Order.
2. The Settlement Agreement, including the Settlement Amount referred therein is fair, reasonable, and in the best interest of the Class Members.
3. The Settlement Agreement is approved pursuant to section 35 of the *Class Proceedings Act*.
4. The Settlement Agreement shall be implemented in accordance with its terms.
5. The Settlement Agreement is binding upon the Settling Defendant, the Representative Plaintiff, and the Class Members who have not opted out of this Action.
6. 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.
7. The Settlement Notice, substantially in the form attached as **Schedule 'B'** to this Order, is hereby approved.
8. Within 10 days of the filing of this Order (the **Notice Date**), Class Counsel shall disseminate the Settlement Notice by:
 - (a) Sending a copy of the Settlement Notice to all Class Members who have provided Class Counsel with their contact information;
 - (b) Causing the Settlement Notice to be published once in the following newspapers: the Calgary Herald and the Fort McMurray Today;
 - (c) Sending the Settlement Notice by mail or e-mail to any person who requests it;
 - (d) Issuing a Press Release with respect to Settlement Notice;
 - (e) Requesting the Representative Plaintiff to publish the Settlement Notice on the online Facebook group called "X PPEC ER's" if possible; and

- (f) Publishing the Settlement Notice on JSS Barristers' website at www.jssbarristers.ca/pages/class-actions/class-actions.cfm.

Costs Approval etc.

9. Subject only to the right of any Class Member to seek disclosure of the Class Counsel Costs and contest the following costs of Class Counsel (collectively, the **Total Class Counsel Costs**) by filing a court application within 10 days following the Notice Date, on notice to Class Counsel, counsel for the Settling Defendant, and the Claims Administrator (**Costs Application**):
- a. Class Counsel Costs referenced in line item 5 of Exhibit 'B' to the Redacted Affidavit are fair and reasonable and are hereby approved together with such further reasonable disbursements as are incurred to implement the settlement, including taking the steps referenced in paragraph 8 hereof; and
 - b. Class Counsel's disbursements in the related Court of Queen's Bench Action No. 1501-12243 in the amount of ~~\$19,240.73~~ are fair and reasonable and are hereby approved.
\$17,343.32 JAC
10. Unless a Costs Application is filed, the Total Class Counsel Costs may be promptly paid from the Settlement Amount. The requirements set out in section 39(3) of the *Class Proceedings Act* are hereby waived.
11. An honorarium (the **Honorarium**) for the Representative Plaintiff in the amount of \$4,000.00 is fair and reasonable and is hereby approved and may be promptly paid from the Settlement Amount.

Claims Administration and Approval of the Distribution Plan

12. MNP Ltd. is appointed as the Claims Administrator.
13. Class Counsel will add to the Settlement Amount the portion of the Costs Award (as defined in the Redacted Affidavit) payable to Class Members pursuant to the CFA and after payment of the Total Class Counsel Costs (or any adjustment to them made as a result of a Costs Application) and the Honorarium, Class Counsel shall pay to the Claims Administrator the balance of the Settlement Amount (the **Net Settlement Amount**).
14. The Distribution Plan, substantially in the form attached as **Schedule 'C'** to this Order, is hereby approved as fair and reasonable, including the payment by the Claims Administrator of the Claims Administrator's Costs from the Net Settlement Amount as set out therein, and the Claims Administrator is directed to comply with the Distribution Plan.

15. Upon conclusion of its duties as Claims Administrator, the Claims Administrator shall file with the Court and provide to the Plaintiff a report accounting for the distribution of the Net Settlement Amount.

Sealing Order

16. Exhibits 'A' and 'B' to the Unredacted Affidavit shall be sealed on the Court file until the earlier of further order of the Court, or the conclusion of a trial of this matter, notwithstanding Division 4 of Part 6 of the Alberta *Rules of Court*.
17. The requirements set out in Rules 6.31 and 6.32 of the Alberta *Rules of Court* are hereby waived.
18. The Clerk of this Honorable Court shall file Exhibit 'A' and Exhibit "B" to the Unredacted Affidavit in a sealed envelope that sets out the style of cause of these proceedings and states that:

This envelope contains confidential materials filed in this Action. The confidential materials are sealed pursuant to an order issued by Justice G. A. Campbell on 9 September 2019 until further order of this Court.

19. Pelletier has leave to apply on notice to the Plaintiff and the Settling Defendant, to set aside or otherwise vary paragraphs 18-20 hereof
20. This Order may be personally served on Pelletier at any location, or it may be served by registered mail at the following address, or by leaving it with a person over the age of 16 years at the following address:

Suite 306
719 West Bay Road
KY1-1206 George Town
Cayman Islands

21. If service on Pelletier cannot be completed by one of the means set out in the above paragraph of this Order, then this Order may be served on Pelletier by posting this Order on the door of the address set out in the above paragraph.

22. This Order shall be served upon the Clerk of the Court of Queen's Bench pursuant to Rule 13.45 of the Alberta Rules of Court


The Honourable Madam Justice G. Campbell

Consented to this 4th day of September, 2019

PITTMAN MACISAAC & ROY

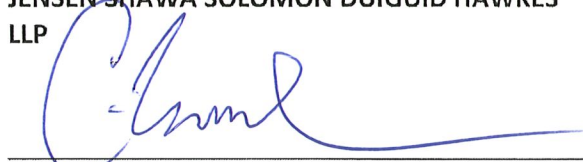


Shaun MacIsaac, Q.C.

Counsel for the Defendant, Peter Capkun

Consented to this 4 day of September, 2019

**JENSEN SHAWA SOLOMON DUIGUID HAWKES
LLP**



Christa Nicholson/Charlotte Stokes

Counsel for the Plaintiff, Alexander Clayton
Montague, on his own behalf and on behalf of
the Class Members

SCHEDULE 'A'

CLASS ACTION PIERRINGER SETTLEMENT AGREEMENT

This Class Action Pierringer Settlement Agreement ("**Settlement Agreement**") made effective this 4 day of September, 2019

Between:

ALEXANDER CLAYTON MONTAGUE and ALEXANDER CLAYTON MONTAGUE AS REPRESENTATIVE PLAINTIFF (the "**Plaintiffs**")

and

PETER CAPKUN (the "**Settling Defendant**")

WHEREAS:

- (a) A class action, Court of Queen's Bench of Alberta (the "**Court**") Action No. 1701-02151 (the "**Action**"), has been commenced by the Plaintiffs, and has been certified as a class proceeding. Richard Pelletier ("**Pelletier**") and Peter Capkun are the named Defendants in the Action;
- (b) All capitalized terms used and not otherwise defined herein shall have the meanings ascribed to them in the Action.
- (c) The Action alleges that the Defendants are liable pursuant to section 119 of the Alberta *Business Corporations Act*, RSA 2000, c B-9 to pay Class Members an unpaid Retention Bonus pursuant to a retention bonus policy of PPEC;
- (d) The Settling Defendant denies the allegations and claims made in the Action and denies any wrongdoing or liability;
- (e) This Settlement Agreement is intended by the Plaintiffs and the Settling Defendant (collectively, the "**Settling Parties**") to fully and finally compromise, resolve, and settle the Action as against the Settling Defendant and to discontinue the Action without costs as against the Settling Defendant, subject to the terms and conditions below and without any admission or concession as to the merits of any claim or defence by any of the Settling Parties;
- (f) This Settlement Agreement is intended to permit the Plaintiffs to proceed against Pelletier as Pelletier is not participating in this settlement;
- (g) Based on the analyses of the facts and law applicable to the claims of the Plaintiffs, having regard to the burdens, expense in conducting litigation, the risks and

uncertainties of the litigation and the ultimate outcome, the Plaintiffs and their legal counsel have concluded that this Settlement Agreement provides substantial benefits to the Class Members and is fair, reasonable and in the best interests of the Class Members;

- (h) The Settling Defendant, while denying liability and wrongdoing, and while asserting the existence of good and valid defences to the Action, has concluded that this Settlement Agreement is desirable in order to avoid the uncertainty, delay and expense of litigation, and to resolve completely the pending and potential claims of the Class Members, as against the Settling Defendant;
- (i) The Settling Parties intend that this Settlement Agreement be binding on all Class Members who have not opted out of this class proceeding. It is acknowledged that the Settling Defendant would not have entered into this Settlement Agreement if not for the foregoing;
- (j) Neither this Settlement Agreement nor any step taken to carry out this Settlement Agreement, nor any document relating to it is or may be construed or used as an admission by or against the Settling Defendant, for the truth of any allegations or claims or regarding liability; or as a waiver of any applicable legal right or benefit, other than as expressly stated herein. Further, neither this Settlement Agreement nor any document relating to, or action taken to carry out, this Settlement Agreement shall be offered, tendered or received in evidence in any action or proceeding against the Settling Defendant, the Plaintiffs or the Class Members, or any of them, in any court, administrative agency or other tribunal for any purpose whatsoever other than to enforce the provisions of the Settlement Agreement or to seek court approval of the Settlement Agreement in the manner as described below; and
- (k) The Settling Parties understand and acknowledge that this Settlement Agreement must be approved by the Court, and have agreed upon a proposed form of Settlement Approval Consent Order which is attached hereto as **Schedule "A"**;

NOW THEREFORE, in consideration of the covenants, agreements and releases set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Settling Parties agree as follows:

I. DEFINITIONS

- 1.1 The following terms used in this Settlement Agreement have the meanings specified below:

"Claims Administrator" means MNP Ltd.

"Class Members" or "Plaintiff Class" means the plaintiff class defined by the order of the Honourable Justice G. A. Campbell in the Action, pronounced December 20, 2018 and filed January 22, 2019, at paragraph 3: "All employees and contractors (including their estates, executors, and personal representatives) whose employment contract or terms of employment respecting Pacer Promec Energy Corporation's Kears Lake Expansion Contract and Mildred Lake Mine Replacement Contract (the "PPEC Contracts") included PPEC's retention bonus policy payable December 15, 2014, who have not been paid their retention bonus payout at all or in part".

"Class Proceedings Act" means the *Class Proceedings Act*, SA 2003, c. C-16.5, as amended.

"Closing Date" means the earliest date by which all of the steps referenced in Part IV have been completed.

"Consideration" means all of the Settlement Benefits set out at section 3.1 of this Settlement Agreement.

"Covenant Not to Sue" means the form of the Covenant Not to Sue attached as Schedule "B" to this Settlement Agreement.

"Defendants" means the Defendants cited in the Action.

"Partial Discontinuance of Claim" means the form of the Partial Discontinuance of Claim on a without costs basis attached as Schedule "C" to this Settlement Agreement.

"Plaintiffs" means the Plaintiffs in the Action.

"Plaintiffs' Counsel" means Jensen Shawa Solomon Duguid Hawkes LLP.

"Representative Plaintiff" means Alexander Clayton Montague.

"Settlement Approval Consent Order" means the consent order of the Court granting, *inter alia*, approval of the settlement reflected in this Settlement Agreement, substantially in the form attached hereto as **Schedule "A"**, or such other court order as the Settling Parties may agree upon.

"Settlement Class" and "Settlement Class Members" means Class Members excluding those individuals who have opted out of the Class.

"Settling Defendant" means the Defendant, Peter Capkun. Pelletier is not a party to the Settlement Agreement.

"Settling Defendant's Counsel" means Pittman, MacIsaac and Roy, Attention: Shaun MacIsaac Q.C.

"Settling Parties" means collectively the Plaintiffs and the Settling Defendant.

II. SETTLEMENT APPROVAL CONSENT ORDER

- 2.1 It is agreed that it is a pre-condition of this Settlement Agreement that the Court shall grant the Settlement Approval Consent Order.
- 2.2 The parties to the Settlement Agreement shall expeditiously take steps to seek and obtain the Settlement Approval Consent Order from the Court. The Plaintiffs confirm that Plaintiffs' Counsel, on behalf of the Plaintiff Class, is expressly authorized by the Plaintiffs to take all appropriate actions required or permitted to be taken by them pursuant to the Settlement Agreement to effectuate its terms.
- 2.3 The Plaintiffs agree and confirm that, in support of the application for the Settlement Approval Consent Order, they intend to provide to the Court and the Settling Defendant's counsel affidavit evidence attaching the fully executed Settlement Agreement.
- 2.4 If this Settlement Agreement is not approved by the Court:
 - (a) This Settlement Agreement shall be null and void and shall have no force or effect, and none of the Settling Parties shall be bound by any of its terms except the terms of this section; and,
 - (b) This Settlement Agreement and all of its provisions and negotiations, all documents and information exchanged in furtherance of settlement, and all statements and proceedings relating to it, and the fact of its existence and any of its terms, shall be without prejudice to the rights of the Settling Parties all of whom shall be restored to their respective positions existing immediately before the Settlement Agreement and negotiations in respect of it.

III. SETTLEMENT BENEFITS

- 3.1 In consideration of the terms and covenants herein, including any claims for costs, the Settling Defendant shall pay to the Plaintiffs, in care of Plaintiffs' Counsel, the all-inclusive sum of [REDACTED] (the "Settlement Amount") in full and final settlement of the Action, as against the Settling Defendant. The Settling Defendant shall not be liable to make any payment whatsoever with respect to the Action or the Claim, other than the payment of the Consideration.
- 3.2 The Plaintiffs will apply for an order sealing on the court file the Settlement Amount referenced in this Settlement Agreement and all attached Schedules. The balance of the terms of this Settlement Agreement and attached Schedules shall forthwith be disclosed by the Plaintiffs to the Court following execution by the Plaintiffs and Settling Defendant. If the sealing order is granted, the Settlement Amount is and shall remain confidential and shall only be disclosed to the Plaintiffs and the Settling Defendant's legal and financial advisors and insurers as required or as otherwise required by law. The Settlement Amount shall be disclosed to the Court in accordance with the law applicable to such matters. In the event that the Action proceeds to Trial, the terms of this Settlement Agreement shall be disclosed to the Court prior to the commencement of the Trial.
- 3.3 It is acknowledged and agreed between the Settling Parties that the Consideration and the terms of this Settlement Agreement fully and fairly resolve all claims, legal contest and legal controversy as between the Plaintiffs and the Settling Defendant.
- 3.4 The Settling Defendant shall have no liability or responsibility with respect to any conduct of the Plaintiff Class or Plaintiffs' Counsel, in connection with the use of or administration of the Settlement Amount once the Consideration is transferred to Plaintiffs' Counsel.
- 3.5 Upon the successful removal of the Settling Defendant from the Action pursuant to this Settlement Agreement, the Plaintiffs and Settlement Class Members are at liberty to continue the Action only against Pelletier and shall not claim or make any new claim for any damages, interest, relief, or costs as against Pelletier and nothing in this Settlement Agreement operates as, or has the effect of, a release of any liability of Pelletier.
- 3.6 The Plaintiffs will not actively prosecute the Action as against the Settling Defendant or seek to impose liability upon the Settling Defendant at any Trial of the Action.
- 3.7 The Settling Defendant will not take any adversarial position against the Plaintiffs in the Action.
- 3.8 The Settling Defendant agrees that he will preserve documents related to this Action. The Plaintiffs may, from time to time, request documents and evidence of the Settling

Defendant, and the Plaintiffs expressly agree to indemnify the Settling Defendant for any of the professional fees of his legal counsel associated with same.

IV. OBLIGATIONS OF THE SETTLING PARTIES & CLOSING DATE

4.1 The parties shall do the following in furtherance of implementing the settlement contemplated in this Settlement Agreement:

- (a) On or before September 4, 2019:
 - (i) Settling Defendant's Counsel shall confirm with Plaintiffs' Counsel that the Settlement Amount is in the trust account of the Settling Defendant's Counsel;
 - (ii) The Settling Parties will execute the Settlement Agreement and deliver to one another the executed Settlement Agreement;
 - (iii) The Settling Defendant will execute the Settlement Approval Consent Order and deliver it to Plaintiffs' Counsel together with the signed Partial Discontinuance of Claim;
- (b) Following execution of the Settlement Agreement by the Settling Parties, and upon receiving the executed Settlement Approval Consent Order from the Settling Defendant, the Plaintiff will apply to the Court (on an *ex parte* or other basis) to obtain the Settlement Approval Consent Order;
- (c) Within two business days of the granting of the Settlement Approval Consent Order, Settling Defendant's Counsel must deliver the Settlement Amount to Plaintiffs' Counsel;
- (d) Within two business days of receiving the Settlement Amount from the Settling Defendant, Plaintiffs' Counsel shall deliver to the Settling Defendant's Counsel:
 - (i) A filed copy of the Settlement Approval Consent Order;
 - (ii) The filed Partial Discontinuance of Claim; and
 - (iii) The signed Covenant Not to Sue.

Upon Plaintiffs' Counsel delivering the documents set out in section 4.1(d), the Settlement Amount may be used by them in accordance with the Settlement Approval Consent Order.

4.2 The Closing Date shall be the date on which all of the above mentioned steps have been completed.

V. RELEASE BY SETTLING DEFENDANT IN FAVOUR OF PLAINTIFFS ETC.

- 5.1 Effective as of the Closing Date, the Settling Defendant, personally and on behalf of his respective heirs, legal representatives, attorneys, guardians, estate trustees, executors, trustees, successors and assigns, and his past or present parent, subsidiary, affiliated, predecessor, successor and related companies, trusts, and partnerships (the "**Settling Defendant Releasors**") shall be deemed to have released and do hereby release and forever discharge the Plaintiffs and each of their heirs, executors, successors and assigns affiliates, parents, subsidiary, predecessor, successor, and related companies, trusts, partnerships and other entities and their respective past, present and future stockholders, directors, officers, trustees, employees, agents, including legal counsel and attorneys, financial advisors, sales agents, sellers, contractors, subcontractors, insurers, licensees and licensors, partners, and any other party (and the affiliates, predecessors, successors and companies related to any other party) (the "**Plaintiff Releasees**") from any and all claims, demands, actions, causes of action, suits, debts, damages, losses, expenses, interest, costs, duties, accounts, bonds, covenants, contracts, rights and all other liabilities of any kind or description, under common law, equity or statute or otherwise, that they have or may have, including assigned claims, whether known or unknown, asserted or unasserted, related to, in connection with or arising from, directly or indirectly, the claims and allegations that were raised or which could have been raised in the Action (the "**Settling Defendant's Released Claims**"). Any entities who are Plaintiff Releasees who are not parties to this Action are intended to be third party beneficiaries of this release, and the parties intend to confer a benefit upon each of them which is enforceable by each of them.
- 5.2 The Plaintiffs represent and warrant that they are not aware of any other legal proceedings commenced by or on their behalf or on behalf of the Settlement Class Members in any legal jurisdiction, connected with or related to the allegations in the Action where the Settling Defendant is named as a party or where there are there are any allegations made, related to or connected with the matters alleged in the Action.

VI. CLASS COUNSEL LEGAL FEES AND EXPENSES

- 6.1 As set out in the Settlement Approval Consent Order, Plaintiffs' Counsel intends to seek Court approval of their legal fees, disbursements and taxes. The Settling Defendant provides no comment on and does not take any position in relation to the proposed fees to be approved.

VII. CLASS REPRESENTATIVE HONORARIUM AND COSTS

- 7.1 As set out in the Settlement Approval Consent Order, Plaintiffs' Counsel intends to seek Court approval for the Representative Plaintiff to receive an honorarium of \$4,000.00 to be paid from the Settlement Amount. The Settling Defendant provides

no comment on and does not take any position in relation to the proposed honorarium to the Representative Plaintiff.

VIII. NO ADMISSIONS, NO USE

8.1 This Settlement Agreement exists and is entered into for settlement purposes only. Neither this Settlement Agreement nor any step taken to carry out this Settlement Agreement, nor any document relating to it shall:

- (a) Constitute, be construed as or be admissible in evidence as an admission or a concession on the part of either the Plaintiffs or Settling Defendant, or any of them, with respect to any claim, allegation, wrongdoing, fault, violation or law or liability or any defence; or,
- (b) Be offered, tendered or received in evidence in any other civil, criminal, administrative, or regulatory action or proceeding, whether before a court, agency, or tribunal for any purposes whatsoever against any of the Plaintiffs, Settling Defendant, or Class Member other than such civil proceeding as may be necessary to effectuate the provisions of this Settlement Agreement.
- (c) Each party represents that he/she shall not take any contrary position.

IX. ENTIRE AGREEMENT

- 9.1 This Settlement Agreement, together with the preambles and attached Schedules, constitute the entire agreement between the Settling Parties pertaining to the subject matter hereof and supersedes all prior understandings, representations, negotiations, discussions, and agreements, whether written or oral, which may have occurred prior hereto pertaining to the subject matter hereof. There are no other written warranties or representations between the Parties in connection with the subject matter hereof except as specifically set forth herein and have not been relied on by the Parties in entering into this Settlement Agreement.
- 9.2 This Settlement Agreement may not be changed, modified or amended except in writing and signed by all the Settling Parties and, for greater certainty, the Settlement Agreement as amended will not be effective unless it is approved by the Court.
- 9.3 All counsel of record represent that they are unaware of any other pending Canadian litigation involving the subject of this Action and that they have the authority, on behalf of their respective clients, to execute, deliver and perform their obligations under this Settlement Agreement and confirm that this Settlement Agreement constitutes a legal and binding obligation.

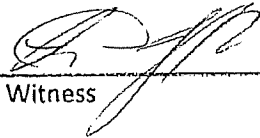
X. MISCELLANEOUS PROVISIONS

- 10.1 The Settling Parties acknowledge that it is their intent to cooperate to the extent necessary to effectuate and implement all terms and conditions of this Settlement Agreement.
- 10.2 Each of the Settling Parties acknowledges that it voluntarily accepts this Settlement Agreement and has had the opportunity to seek independent legal advice with respect to the matters addressed in this Settlement Agreement and the terms of settlement and that it fully understands this Settlement Agreement and the terms of settlement.
- 10.3 The Settlement Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and the Court of Queen's Bench of Alberta has exclusive jurisdiction over any issues arising from this Settlement Agreement.
- 10.4 The headings in the Settlement Agreement are only for reference and are not to be considered in interpreting the Agreement.
- 10.5 All notices hereunder shall be delivered to the Settling Parties' respective counsel or such other addressee as any Party may designate in accordance with this Settlement Agreement.
- 10.6 No action may be brought against the Claims Administrator without prior leave of the Alberta Court of Queen's Bench.

10.7 This Settlement Agreement may be executed in counterparts with the same effect as if each party had signed the same documents and all counterparts and adopting instruments will be construed together and will constitute one and the same Agreement. Faxed or emailed copies of the executed counterparts are binding on the Parties.

IN WITNESS WHEREOF the Parties hereto have executed this Settlement Agreement as of the date written below.


Executed this 4 day of September, 2019



Witness

Reid E. Thompson B.A., L.L.B.
Barrister, Solicitor, Notary Public

Print Name



Alexander Clayton Montague, and
Alexander Clayton Montague as
Representative Plaintiff



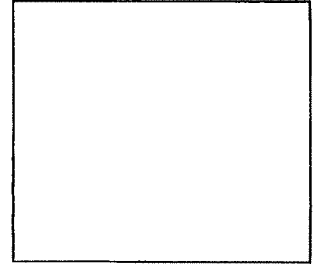
Witness

HADI HALLAB
Print Name



Peter Capkun

Clerk's stamp



SCHEDULE "A"

COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE

CALGARY

PLAINTIFF

ALEXANDER CLAYTON MONTAGUE

DEFENDANTS

RICHARD PELLETIER and PETER CAPKUN

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JENSEN SHAWA SOLOMON DUGUID HAWKES LLP
Barristers
800, 304 - 8 Avenue SW
Calgary, Alberta T2P 1C2

Christa Nicholson/Charlotte Stokes
Phone: 403 571 1520
Fax: 403 571 1528
File: 13166.001

DATE ON WHICH ORDER WAS PRONOUNCED: _____

NAME OF JUSTICE WHO MADE THIS ORDER: The Honourable Madam Justice G. Campbell

LOCATION OF HEARING: Calgary, Alberta

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counsel for the Plaintiff and counsel for the Settling Defendant; **AND UPON NOTING** the Order of Justice G. Campbell filed on June 12, 2019 addressing the manner in which the Defendant, Richard Pelletier (**Pelletier**), may be served in this Action, given that he is no longer represented by counsel;

IT IS HEREBY ORDERED AND DECLARED THAT:

Settlement Agreement and Settlement Notice Approval

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2. The Settlement Agreement, including the Settlement Amount referred therein is fair, reasonable, and in the best interest of the Class Members.
3. The Settlement Agreement is approved pursuant to section 35 of the *Class Proceedings Act*.
4. The Settlement Agreement shall be implemented in accordance with its terms.
5. The Settlement Agreement is binding upon the Settling Defendant, the Representative Plaintiff, and the Class Members who have not opted out of this Action.
6. 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.
7. The Settlement Notice, substantially in the form attached as **Schedule 'B'** to this Order, is hereby approved.
8. Within 10 days of the filing of this Order (the **Notice Date**), Class Counsel shall disseminate the Settlement Notice by:
 - (a) Sending a copy of the Settlement Notice to all Class Members who have provided Class Counsel with their contact information;
 - (b) Causing the Settlement Notice to be published once in the following newspapers: the Calgary Herald and the Fort McMurray Today;
 - (c) Sending the Settlement Notice by mail or e-mail to any person who requests it;
 - (d) Issuing a Press Release with respect to Settlement Notice;
 - (e) Requesting the Representative Plaintiff to publish the Settlement Notice on the online Facebook group called "X PPEC ER's" if possible; and

- (f) Publishing the Settlement Notice on JSS Barristers' website at www.jssbarristers.ca/pages/class-actions/class-actions.cfm.

Costs Approval etc.

9. Subject only to the right of any Class Member to seek disclosure of the Class Counsel Costs and contest the following costs of Class Counsel (collectively, the **Total Class Counsel Costs**) by filing a court application within 10 days following the Notice Date, on notice to Class Counsel, counsel for the Settling Defendant, and the Claims Administrator (**Costs Application**):
- a. Class Counsel Costs referenced in line item 5 of Exhibit 'B' to the Redacted Affidavit are fair and reasonable and are hereby approved together with such further reasonable disbursements as are incurred to implement the settlement, including taking the steps referenced in paragraph 8 hereof; and
 - b. Class Counsel's disbursements in the related Court of Queen's Bench Action No. 1501-12243 in the amount of \$19,240.73 are fair and reasonable and are hereby approved.
10. Unless a Costs Application is filed, the Total Class Counsel Costs may be promptly paid from the Settlement Amount. The requirements set out in section 39(3) of the *Class Proceedings Act* are hereby waived.
11. An honorarium (the **Honorarium**) for the Representative Plaintiff in the amount of \$4,000.00 is fair and reasonable and is hereby approved and may be promptly paid from the Settlement Amount.

Claims Administration and Approval of the Distribution Plan

12. MNP Ltd. is appointed as the Claims Administrator.
13. Class Counsel will add to the Settlement Amount the portion of the Costs Award (as defined in the Redacted Affidavit) payable to Class Members pursuant to the CFA and after payment of the Total Class Counsel Costs (or any adjustment to them made as a result of a Costs Application) and the Honorarium, Class Counsel shall pay to the Claims Administrator the balance of the Settlement Amount (the **Net Settlement Amount**).
14. The Distribution Plan, substantially in the form attached as **Schedule 'C'** to this Order, is hereby approved as fair and reasonable, including the payment by the Claims Administrator of the Claims Administrator's Costs from the Net Settlement Amount as set out therein, and the Claims Administrator is directed to comply with the Distribution Plan.

15. Upon conclusion of its duties as Claims Administrator, the Claims Administrator shall file with the Court and provide to the Plaintiff a report accounting for the distribution of the Net Settlement Amount.

Sealing Order

16. Exhibits 'A' and 'B' to the Unredacted Affidavit shall be sealed on the Court file until the earlier of further order of the Court, or the conclusion of a trial of this matter, notwithstanding Division 4 of Part 6 of the Alberta *Rules of Court*.
17. The requirements set out in Rules 6.31 and 6.32 of the Alberta *Rules of Court* are hereby waived.
18. The Clerk of this Honorable Court shall file Exhibit 'A' and Exhibit "B' to the Unredacted Affidavit in a sealed envelope that sets out the style of cause of these proceedings and states that:

This envelope contains confidential materials filed in this Action. The confidential materials are sealed pursuant to an order issued by Justice G. A. Campbell on _____ until further order of this Court.

19. Pelletier has leave to apply on notice to the Plaintiff and the Settling Defendant, to set aside or otherwise vary paragraphs 18-20 hereof
20. This Order may be personally served on Pelletier at any location, or it may be served by registered mail at the following address, or by leaving it with a person over the age of 16 years at the following address:

Suite 306
719 West Bay Road
KY1-1206 George Town
Cayman Islands

21. If service on Pelletier cannot be completed by one of the means set out in the above paragraph of this Order, then this Order may be served on Pelletier by posting this Order on the door of the address set out in the above paragraph.

The Honourable Madam Justice G. Campbell

Consented to this ____ day of September, 2019

PITTMAN MACISAAC & ROY

Shaun MacIsaac, Q.C.
Counsel for the Defendant, Peter Capkun

Consented to this ____ day of September, 2019

**JENSEN SHAWA SOLOMON DUIGUID HAWKES
LLP**

Christa Nicholson/Charlotte Stokes
Counsel for the Plaintiff, Alexander Clayton
Montague, on his own behalf and on behalf of
the Class Members

SCHEDULE "B"
COVENANT NOT TO SUE

KNOW ALL PERSONS BY THESE PRESENTS ALEXANDER CLAYTON MONTAGUE in his own capacity and as Representative Plaintiff (hereinafter referred to as the **Covenantors**), in consideration of the payment of [REDACTED] and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do for themselves, all Class Members and their present, past and future agents, personal representatives, heirs, legal representatives, attorneys, guardians, estate trustees, executors, trustees, successors and assigns, and their past or present parent, subsidiary, affiliated, predecessor, successor and related companies, trusts, and partnerships and each of them as the case may be, hereby agree and undertake that they will not, in any manner whatsoever, at any time hereafter, commence, maintain, pursue, continue, or assign any action, cause of action, claim, suit, or proceeding, whether at law or in equity, whether subrogated or not, whether known or unknown, which they ever had or now have or which they hereafter have, shall or may have by reason of any matter, thing, cause, fact or facts whatsoever, existing up to the date of this Covenant not to Sue related to or any way connected with the facts and issues pleaded in the Action (including the Class Action), including without limitation, third party or contribution or indemnity proceedings, against the Defendant, **PETER CAPKUN** (hereinafter referred to as the **Covenantee**), or his respective present, past and future agents, personal representatives, insurers, heirs, legal representatives, attorneys, guardians, estate trustees, executors, trustees, successors and assigns, and their past or present parent, subsidiary, affiliated, predecessor, successor and related companies, trusts, and partnerships and each of them as the case may be in connection with any cause of action, claim or demand whatsoever that the Covenantors have had, now have, or can, shall or may hereafter have against the Covenantee in respect of matters arising out of or related to the subject matter of Court of Queen's Bench of Alberta Action No. 1701-02151 in the Judicial Centre of Calgary (the **Action**).

AND THIS COVENANT NOT TO SUE is provided on the express understanding that it shall not be construed as a release or otherwise so as to prevent the Covenantors from commencing or continuing any action against any party other than the Covenantee.

AND THE COVENANTORS AND COVENANTEE DO HEREBY acknowledge and agree that the consideration for this Covenant Not to Sue is not an admission of liability on the part of either party.

AND THE COVENANTORS AND COVENANTEE DO HEREBY declare that they each have had the opportunity to seek Independent legal advice with respect to the matters addressed in this Covenant Not to Sue, and that the terms hereof (being contractual and not mere recitals) are fully understood.

AND IN THE EVENT that the Covenantors do commence any legal action contrary to the terms of this Covenant Not to Sue, this Covenant shall be a full and complete defence to any such action.

FURTHER, THE COVENANTORS AND COVENANTEE HEREBY DECLARE that the consideration being exchanged in respect of this Covenant Not to Sue is accepted voluntarily, uninfluenced by oral representations on the part of the other party or anyone representing the other party.

IN WITNESS WHEREOF THE COVENANTORS have hereunto executed this Covenant this ____ day of _____, 2019.

WITNESS
Print Name

Alexander Clayton Montague, on his own
behalf and as Representative Plaintiff

AFFIDAVIT OF EXECUTION

CANADA) I, _____, of the City
PROVINCE OF ALBERTA)
) of _____, in the Province of
)
TO WIT:) _____, MAKE OATH AND SAY:

1. THAT I was personally present and did see **Alexander Clayton Montague**, named in the within Instrument who is personally known to me to be the person named therein, duly sign and execute the same for the purposes named therein.

2. THAT the same was executed at _____, and that I am the subscribing witness thereto.

3. THAT I know the said **Alexander Clayton Montague** and he is in my belief the full age of eighteen years.

SWORN BEFORE ME at _____,)
in the Province of _____)
_____, this _____)
day of _____, 2019.)

SCHEDULE "C"
PARTIAL DISCONTINUANCE OF CLAIM

COURT FILE NUMBER 1701-02151

COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE CALGARY

PLAINTIFF ALEXANDER CLAYTON MONTAGUE

DEFENDANTS RICHARD PELLETIER and PETER CAPKUN

DOCUMENT **PARTIAL DISCONTINUANCE OF CLAIM**

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

Christa Nicholson/Charlotte Stokes
Phone: 403 571 1520
Fax: 403 571 1528
File: 13166.001

The Plaintiff, Alexander Clayton Montague, fully discontinues the claim against the Defendant, Peter Capkun. This Partial Discontinuance of Claim is on a without costs basis.

**JENSEN SHAWA SOLOMON DUGUID HAWKES
LLP**

PITTMAN, MACISAAC & ROY

Per: _____
Christa Nicholson/Charlotte Stokes,
Counsel for the Plaintiff, Alexander
Clayton Montague

Per: _____
Shaun MacIsaac, QC, Counsel for the
Defendant, Peter Capkun

SCHEDULE 'B'

NOTICE OF COURT APPROVAL OF PARTIAL SETTLEMENT OF CLASS ACTION

THE CLASS ACTION

In 2017, a lawsuit (the “**Lawsuit**”) was commenced against Richard Pelletier and Peter Capkun, (collectively referred to as the “**Defendants**”), who, it is alleged were, at all materials times, directors of Pacer Promec Energy Corporation (“**PPEC**”). By order of the Court of Queen’s Bench granted on December 20, 2018 and filed on January 22, 2019 (the “**Certification Order**”), the Lawsuit was certified as a class proceeding pursuant to the *Class Proceedings Act*.

The Representative Plaintiff in the Lawsuit is Alexander Montague who is seeking compensation on his own behalf and on behalf of other individuals whose employment contract or terms of employment respecting PPEC’s Kearl Lake Expansion Contract and Mildred Lake Mine Replacement Contract (the “**PPEC Contracts**”) included PPEC’s retention bonus policy payable December 15, 2014, and who have not been paid their retention bonus payout at all or in part (the “**Class**”). The Amended Statement of Claim alleges that the Class Members are entitled to relief including, but not limited to, Judgment against the Defendants plus costs and interest.

The Class has been defined by the Certification Order as follows:

All employees and contractors (including their estates, executors, and personal representatives) whose employment contract or terms of employment respecting Pacer Promec Energy Corporation’s Kearl Lake Expansion Contract and Mildred Lake Mine Replacement Contract (the “**PPEC Contracts**”) included PPEC’s retention bonus policy payable December 15, 2014, who have not been paid their retention bonus payout at all or in part.

If you were employed respecting the Kearl Lake Expansion Contract or the Mildred Lake Mine Replacement Contract, your employment contract or terms of employment included PPEC’s retention bonus policy payable December 15, 2014, and you have not been paid your retention bonus at all or in part, you may be a member of the Class in the Lawsuit. If you are not sure whether or not you are a member of the Class, you should speak to Class Counsel at the address the referenced below.

PARTIAL SETTLEMENT

By order of the Court of Queen’s Bench of Alberta granted on _____, and filed on _____, a partial settlement agreement between the Plaintiff and the Defendant, Peter Capkun, was approved by the Court (the “**Partial Settlement Agreement**”). The Court declared the Partial Settlement Agreement including the settlement amount referred to therein (the “**Settlement Amount**”) to be fair, reasonable and in the best interests of the Class Members. The Partial Settlement Agreement does not settle the Lawsuit against the Defendant, Richard Pelletier, and the Lawsuit continues against him. The Court also awarded Jensen Shawa Solomon Duguid Hawkes LLP (“**Class Counsel**”) legal fees, disbursements and applicable taxes

("Class Counsel Costs"). As is customary in such cases, Class Counsel conducted the class action Lawsuit on a contingent fee basis pursuant to a contingency fee agreement (the "CFA"). Class Counsel was not paid as the matter proceeded and funded the expenses of conducting the litigation. Class Counsel Costs, certain Court approved disbursements incurred by Class Counsel in previous proceedings, and an honorarium for the Representative Plaintiff in the amount of \$4,000 (collectively, the "Deductions") will be deducted from the Settlement Amount.

To protect the interest of the Class Members, the Settlement Amount and the related Class Counsel Costs which form a percentage of the Settlement Amount have been sealed by the Court and therefore are not available or disclosed on the public record. If a Class Member wishes to review the sealed Settlement Amount and related sealed Class Counsel Costs, the Class Member must do so by filing a Court application on notice to Class Counsel, counsel for the Settling Defendant, and the Claims Administrator within 10 days of the date of this Notice's publication.

CLAIMS ADMINISTRATOR

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

Telephone:

Address:

Claims Administrator's Website:

COMPENSATION TO CLASS MEMBERS

To seek compensation from the settlement, Class Members must submit their Claim Form and required documentation postmarked (if applicable) no later than _____ (the "Claims Deadline"). The Claim Form is can be found at the website of the Claims Administrator noted above.

Only Class Members are permitted to participate in the settlement. In particular, any persons who have opted out of this Class Action are not permitted to participate in the settlement.

The Settlement Amount plus certain other court approved amounts less the Deductions (the "Net Settlement Amount") will be distributed to Class Members in accordance with the Distribution Plan after payment of the Claims Administrator's fees and disbursements (the "Payout Amount").

Class Member's actual compensation from the Net Settlement Amount will be his/her *pro rata* share of the Payout Amount.

If a Class Member receives from the Claims Administrator notice that his/her claim has been denied (the "**Notice**") and if he/she disputes the Claims Administrator's decision, whether in whole or in part, the Class Member may appeal the decision by bringing a court application, on notice to the Plaintiff, Class Counsel and the Claims Administrator. The court application must be served within 10 days after the date of the Notice. The Class Member must use his/her best efforts to ensure that the court application is scheduled and heard within 120 days of the date of the Notice. A decision of the Court shall be binding and no further appeal shall lie therefrom.

COPIES OF THE SETTLEMENT DOCUMENTS

Copies of the Partial Settlement Agreement and the Distribution Plan may be found on the website of Class Counsel at: <https://www.jssbarristers.ca/pages/class-actions/class-actions.cfm>

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

Questions about the matters in this Notice must not be directed to the Court. Information with respect to the Class Action can be obtained at the following website:

<http://www.jssbarristers.ca/pages/class-actions/class-actions.cfm>. In addition, questions for Class Counsel may be directed by mail, email or telephone to them at the contact coordinates listed below:

Christa Nicholson / Charlotte Stokes
Jensen Shawa Solomon Duguid Hawkes LLP
800, 304 – 8 Avenue SW
Calgary, Alberta T2P 1C2
(403) 571-1520
ppecclassaction@jssbarristers.ca/nicholsonc@jssbarristers.ca/stokesc@jssbarristers.ca

DISTRIBUTION OF THIS NOTICE HAS BEEN AUTHORIZED

BY THE ALBERTA COURT OF QUEEN'S BENCH

SCHEDULE 'C'

DISTRIBUTION PLAN (hereinafter, the “Distribution Plan”)

DEFINED TERMS

1. For the purposes of this Distribution Plan, the definitions set out in the Class Action Pierringer Settlement Agreement between Alexander Clayton Montague and Alexander Clayton Montague as Representative Plaintiff, and Peter Capkun dated September 4, 2019 except as modified herein, apply to and are incorporated into this Distribution Plan and, in addition, the following definitions apply:
 - (a) **“Claimant”** means a person making a claim to the Payout Amount.
 - (b) **“Claim Form”** means the form posted to the Claims Administrator’s website by which Class Members may submit their claim to a portion of the Payout Amount.
 - (c) **“Claims Administrator”** means MNP Ltd.
 - (d) **“Claims Administrator’s Costs”** means the Claim’s Administrators fees, disbursements, administrative costs, and applicable taxes.
 - (e) **“Claims Deadline”** is 150 days following the date the Order of this Court is made approving the Settlement Agreement.
 - (f) **“Class” or “Class Members”** means the plaintiff class defined by the order of the Honourable Justice G. A. Campbell in the Action, pronounced December 20, 2018 and filed January 22, 2019, at paragraph 3, namely: “All employees and contractors (including their estates, executors, and personal representatives) whose employment contract or terms of employment respecting Pacer Promec Energy Corporation’s Kears Lake Expansion Contract and Mildred Lake Mine Replacement Contract (the “PPEC Contracts”) included PPEC’s retention bonus policy payable December 15, 2014, who have not been paid their retention bonus payout at all or in part”.
 - (g) **“Class Counsel”** means Jensen Shawa Solomon Duguid Hawkes LLP.
 - (h) **“Contingency Fee Agreement”** means the Contingency Fee Agreement between Class Counsel and the Representative Plaintiff dated February 2, 2017 and approved and sealed on the court file by order of the Court on May 23, 2017.
 - (i) **“Eligible Class Member”** means a Class Member who submits a properly completed Claim Form and any required supporting documentation to the Claims Administrator, on or before the Claims Deadline.

- (j) **"Net Settlement Amount"** means the Settlement Amount less Class Counsel's court approved fees, disbursements and taxes, less the honorarium or the Representative Plaintiff.
- (k) **"Payout Amount"** means the Net Settlement Amount plus that portion of a costs award payable to Class Members pursuant to the Contingency Fee Agreement, after payment of the Claims Administrator's fees and disbursements, and which will be distributed to Class Members in accordance with this Distribution Plan.
- (l) **"Settlement Agreement"** means the Class Action Pierringer Settlement Agreement dated September 4, 2019, and signed by Alexander Clayton Montague and Alexander Clayton Montague as Representative Plaintiff, and Peter Capkun, which was approved by the Order of the Court dated _____.
- (m) **"Settlement Amount"** means the consideration paid by the Settling Defendant to the Plaintiffs for full and final settlement of the Court of Queen's Bench Action 1701-02151 against the Settling Defendant as provided for in the Settlement Agreement.

THE OVERVIEW

- 2. The Distribution Plan contemplates a determination of eligibility of a Claimant, and an allocation and distribution to each Eligible Class Member, of a *pro rata* share of the Payout Amount calculated as the proportion of the claim of each Eligible Class Member in relation to the total claims of all Eligible Class Members.

GENERAL PRINCIPLES OF THE ADMINISTRATION

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

THE CLAIMS ADMINISTRATOR

- 4. The Claims Administrator is MNP Ltd. A copy of MNP Ltd. engagement letter is attached as **Schedule 'A'** to this Distribution Plan.

5. The Claims Administrator shall have such powers and rights reasonably necessary to discharge its duty and obligation to implement and administer the Distribution Plan and the Settlement Agreement in accordance with their terms, subject to any further direction of the Court.
6. The Claims Administrator shall administer the Distribution Plan under the oversight and direction of the Court and act as trustee in respect of the Net Settlement Amount where the Net Settlement Amount is held to pay, firstly, the Claims Administrator's Costs, and, secondly, the claims of the Eligible Class Members as set out herein.
7. The Claims Administrator shall develop, implement and operate an administration system, utilizing electronic technology and systems where practical, for the following, as applicable:
 - (a) Receipt of data, information and documents concerning Class Members;
 - (b) Receipt of claims;
 - (c) Claim evaluation, analyses and decisions;
 - (d) Distribution analyses and Class payout;
 - (e) Calculation and payment of Claims Administrator's Costs; and
 - (f) Cash management, audit control and reporting.
8. The Claims Administrator's duties and responsibilities shall include the following:
 - (a) Receiving the Net Settlement Amount from Class Counsel and holding it in trust in an interest bearing trust account until its distribution is completed in accordance with this Distribution Plan;
 - (b) Developing, implementing and operating electronic systems and procedures for receiving, processing, evaluating and decision making respecting claims of Class Members, including making any necessary inquiries contemplated by this Distribution Plan to determine the validity of such claims;
 - (c) Making a timely decision in respect of claims filed, giving notice of its decision respecting claims promptly, and making payment to Eligible Class Members in a timely fashion;

- (d) 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;
 - (e) Distributing and reporting on any payments from the Net Settlement Amount;
 - (f) Maintaining a database with all information necessary to permit the Court and Class Counsel to evaluate the progress of the administration, if necessary, from time to time;
 - (g) Reporting to the Court and to Class Counsel respecting claims received and administered, and Claims Administrator's Costs, if necessary; and
 - (h) Preparing such financial statements, reports and records as directed by the Court or required by Class Counsel.
9. Upon the payment of the Net Settlement Amount pursuant to this Distribution Plan, the Claims Administrator will file with the Alberta Court of Queen's Bench, and provide to Class Counsel a report accounting for its distribution, including a statement as to the Payout Amount paid to Eligible Class Members and an accounting for the Claims Administrator's Costs.

CLASS COUNSEL

10. 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 Distribution Plan in accordance with their terms subject to any further necessary direction of the Court.
11. The duties and responsibilities of Class Counsel shall include, as appropriate:
- (a) Overseeing the establishment and operation of the administration of the Distribution Plan;
 - (b) Providing Notice to the Class Members regarding the approval of the Settlement Agreement and regarding the claims process and Distribution Plan;
 - (c) Reviewing and submitting to the Court any plans prepared for the Claims Administrator as may be required for the acceptance, processing and payment of the claims;
 - (d) Receiving and assessing information from the Claims Administrator; and

- (e) Applying to the Court for advice and direction, where necessary.
12. If Class Counsel deems it necessary, Class Counsel may apply to the Court to extend the Claims Deadline.

THE CLAIMS PROCEDURE

13. The Claims Administrator shall, in accordance with the Settlement Agreement and this Distribution Plan, determine the eligibility of Claimants and any compensation each is entitled to and distribute the Payout Amount to Eligible Class Members subject to the terms and conditions set out herein.
14. In order to participate in the distribution of the Payout Amount, a Class Member must submit to the Claims Administrator, on or before the Claims Deadline, a completed Claim Form which will include the following information:
 - (a) Name;
 - (b) Email address;
 - (c) Address;
 - (d) Phone Number;
 - (e) An uploaded clear copy of personal photo I.D. (being a driver's license or passport); and
 - (f) If the Claimant is acting in a representative capacity for a Class Member, uploaded documents confirming his/her/its authority to act such as power of attorney or other document evidencing authority to act for the Class Member.
15. The instructions for completing the Claim Form will include a definition of the Class, and the Claim Form will instruct the Claimant to check a box if they fall within the definition of the Class.
16. The instructions for completing the Claim Form will also inform the Claimant that the Claims Administrator requires certain information, namely, the hourly rate payable to that Claimant pursuant to the Retention Bonus (as defined in the Action), and the number of hours the Claimant worked on the PPEC Contracts (as defined in the Action). Class Counsel previously completed a calculation of amounts owing representing the Judgment amount in Court of Queen's Bench Action 1501-002243 based on documents in Class Counsel's possession. These documents included the names of the Class

Members, the Retention Bonus asserted to be owed to certain Class Members, and hours apparently worked by the Class Members on the PPEC Contracts. A spreadsheet setting out this information as well as the names of the Class Members is attached as **Schedule 'B'** to this Distribution Plan (the "**Spreadsheet**") and will also be attached to the website of the Claims Administrator. The instructions for completing the Claim Form will advise the Claimant to review the Spreadsheet, and to confirm by checking a box on the Claim Form that the Spreadsheet correctly reflects the Retention Bonus owed to that Claimant, and the amount of hours that Claimant worked. If the Claimant does not believe that the Spreadsheet correctly reflects the Retention Bonus owed to them, and/or the amount of hours that they worked, they will be asked to provide additional documentation to the Claims Administrator to support what the Claimant believes their hourly Retention Bonus was and the number of hours worked. The Spreadsheet is meant only for the purposes of implementing the Settlement Agreement and Distribution Plan, and it is without prejudice to the Defendant, Richard Pelletier, in his defence of this Action.

17. If the Claimant's name does not appear on the Spreadsheet, the Claims Administrator will request that the Claimant provide documentary proof that they are a Class Member as well as information verifying the number of hours worked and the hourly rate associated with the Retention Bonus.
18. Once a Claim Form and any required supporting documentation are received by the Claim's Administrator, promptly following the Claims Deadline, the Claims Administrator shall:
 - (a) Decide whether the Class Member is an Eligible Class Member; and
 - (b) If the Class Member is determined to be an Eligible Class Member, calculate his/her share of compensation in accordance with the terms of the Distribution Plan.
19. 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.
20. 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.

FINAL DISTRIBUTION

21. Once all Claims that are submitted by the Claims Deadline have been processed, the Claims Administrator will then determine the each Eligible Class Member's claim as a *pro rata* percentage of the total amount of Eligible Class Member claims (the "***Pro Rata*** Share").
22. Each Eligible Class Member's actual payment from the Payout Amount will represent his/her *Pro Rata* Share of the Payout Amount.
23. If a Class Member receives from the Claims Administrator notice that his/her claim has been denied (the "**Notice**") and if he/she disputes the Claims Administrator's decision, whether in whole or in part, the Class Member may appeal the decision by bringing a court application, on notice to the Plaintiff, Class Counsel and the Claims Administrator. The court application must be served within 10 days after the date of the Notice. The Class Member must use his/her best efforts to ensure that the court application is scheduled and heard within 120 days of the date of the Notice. A decision of the Court shall be binding and no further appeal shall lie therefrom.



PRIVATE AND CONFIDENTIAL

September 4, 2019

Jensen Shawa Solomon Duguid Hawkes LLP
800, 304 – 8 Ave. SW
Calgary, AB T2P 1C2

Attention: Ms. Christa Nicholson

Dear Ms. Nicholson

Re: Class Action Claims Administration Services

ENGAGEMENT

We are pleased to confirm the arrangements under which MNP Ltd. ("MNP") will provide class actions claims administration services to you, Jensen Shawa Solomon Duguid Hawkes LLP ("JSS Barristers") ("Plaintiff's Counsel"). This letter confirms our engagement by you to act as Class Action Claims Administrator (the "Claims Administrator") of the settlement between Alexander Montague, et al and Peter Capkun, as evidenced by the settlement agreement to be entered into by the same parties and approved by the Court (the "Settlement Agreement").

SCOPE OF SERVICES

In carrying out this engagement, we will act objectively and in accordance with the terms of the Settlement Agreement or other order of the Court. Our duties will likely include, but will not necessarily be limited to, the following:

1. Developing and implementing systems and procedures for receiving individual claims, including creating the specific documentation and process we are to use based on the plan of distribution once approved by the Alberta Court of Queen's Bench (the "Distribution Plan");
2. Creating a supporting website with information about the Settlement Agreement;
3. Reviewing and processing all individual claims and making objective determinations in respect of claims based on eligibility criteria as established by the Settlement Agreement or order of the Court;
4. Giving notice to claimants regarding their claim decision, and distributing the applicable compensation to the claimants;
5. Receiving and responding to correspondence respecting claims from claimants;
6. Preparing and delivering written reports regarding the claims as may be required by the Court; and
7. Performing other such duties as may be required by you, the Settlement Agreement, or order of the Court (collectively, the "Services").

Our duty to evaluate claims is limited to an objective assessment of the claim based on documentation provided by individual claimants as outlined in the Settlement Agreement. In performing the Services, we will be relying on the sufficiency, accuracy, and reliability of the information provided by the claimants and the terms of the Settlement Agreement. While our Services will be designed with a view to detecting fraudulent or duplicative claims, you agree and acknowledge that no forensic inquiry into the authenticity or reliability of the documentation provided by the claimants will be performed by MNP and the Services should not be relied upon as evidence of the same.



LICENSED INSOLVENCY TRUSTEES
1600, 640 – 5 AVE SW CALGARY AB T2P 3G4
P: 403.538.3187 F: 403.537.8437 MNPdebt.ca

During this engagement, our duties will remain solely advisory and administrative in nature and we will not assume any decision-making or other management responsibility in connection with the affairs of the Client or the substance of the Settlement Agreement.

Our ability to complete the Services will depend on your cooperation, the cooperation of the claimants, and potentially the cooperation of the settling defendant.

Our scope of services will ultimately be determined by the terms of the Settlement Agreement and any further order or direction of the Court, and as such our scope of services may be subject to change.

CLIENT RESPONSIBILITIES

The Services will be conducted in accordance with the terms of the Settlement Agreement, as approved by the Court. As Plaintiff's Counsel, you are responsible for clarifying and resolving any outstanding issues or ambiguities related to the Settlement Agreement, including but not limited to, any issues related to the distribution protocol. If circumstances require, you will apply to the Court for further instructions with respect to any unresolved issue.

As Plaintiff's Counsel, you agree to share a draft of the Settlement Agreement with us before it is publicly filed with a Court or forms any part of a Court application. You further agree to use your best efforts to ensure that the Settlement Agreement includes a provision that prohibits an action against the Claims Administrator without leave of the Court.

FEES AND DISBURSEMENTS

Our fees are based on time spent by our staff and our hourly rate structure which is reviewed on an annual basis and may be adjusted from time to time. As at the date of this engagement letter, our rates range from \$125-\$625 per hour. Our fees are not in any way contingent on the final outcome of the Settlement Agreement distribution. We estimate that our fees for this engagement will be approximately \$20,000 - \$25,000, plus disbursements, administrative fees and taxes (collectively, the "Claims Administrator's Costs"). Our fee estimate is based on anticipated cooperation from your personnel, the claimants, and on the assumption that information requested will be provided in a timely manner.

The Claims Administrator's Costs will be paid out of the settlement amount paid pursuant to the Settlement Agreement ("Settlement Proceeds") after Court approved payment of class counsel fees, disbursements and taxes, and after payment of a Court approved honorarium to the representative plaintiff in the class action, and it is understood that JSS Barristers shall have no liability to pay the same.

If MNP is requested by subpoena, or other legal process or proceeding to produce documents pertaining to our activities as Claim Administrator, MNP will be reimbursed from the Settlement Proceeds for its professional time, including out-of-pocket expenses and reasonable attorney fees that MNP incurs in responding to such request.

DISCLOSURE OF INFORMATION AND REPORTING

We may make full disclosure to the Court, as it requests, of all information of which we become aware and documents we obtain in the course of this engagement. We may make copies of any documentation necessary to facilitate our review and may show such documentation to you.

We will provide such written reports to you regarding the claim administration process as the Settlement Agreement or the Court may require.

Upon the completion of the distribution of the settlement proceeds in accordance with the Settlement Agreement and the Distribution Plan, we will file with the Alberta Court of Queen's Bench, and provide to Plaintiff's Counsel, a report accounting for the distribution of the settlement amount to claimants, and accounting for the Claims Administrator's Costs.

With the exception of any documents required to be filed with the Court, if a written report is prepared, whether it be in draft or final version, it is not intended for general circulation or publication, nor is it to be reproduced or used for any purpose other than that outlined in this engagement without our prior written permission in each specific instance. We will not assume any responsibility or liability for losses incurred by you, or any other parties as a

result of the circulation, publication, reproduction or use of any of our reports contrary to the provisions of this engagement.

Electronic Communications

You acknowledge that (a) we may correspond with you or convey documentation via Internet email unless you expressly request otherwise, (b) neither party to this agreement has control over the performance, reliability, availability, or security of Internet email and (c) we shall not be liable for any loss, damage, expense, harm or inconvenience resulting from the loss, delay, interception, corruption, or alteration of any Internet email due to any reason beyond our reasonable control.

STANDARD TERMS AND CONDITIONS

The Standard Terms and Conditions attached hereto are an integral part of this engagement letter. This engagement letter should be read in conjunction with the attached Standard Terms and Conditions, which are collectively referred to hereinafter as the "Agreement". In the event of any conflict or inconsistency between this engagement letter and the Standard Terms and Conditions attached hereto, the terms of this engagement letter shall prevail.

ACKNOWLEDGEMENT AND ACCEPTANCE

You hereby acknowledge that MNP has not made any warranties or guarantees of any nature in respect of this engagement, including, but not limited to, any objectives which may be described in this engagement letter, or as to the economic and financial impacts or other results which may be obtained or experienced by the parties as a result of the success or lack of success of the Services in carrying out this engagement.

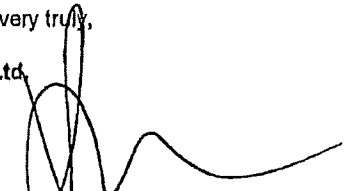
You also acknowledge that we have permission to publicize the successful completion of this engagement (including our role) on MNP's website and in such other materials or publications as we may choose including, but not limited to, financial and other newspapers, tombstones, or business journals. An announcement may include Plaintiff's Counsel's name(s), logo(s), and a summary of this engagement; but shall not include the amount of the settlement which we agree to keep entirely confidential. To be clear, the report accounting for the distribution of the settlement amount to claimants, when filed with the Court and provided to Plaintiff's counsel, will, if authorized by the Court, be sealed on the Court file, and Plaintiff's counsel will seek an order from the Court sealing the report on the Court file.

We look forward to working with you on this engagement. Please confirm your acceptance of the terms of this Agreement by signing the attached Agreement and Authorization Form where indicated, and returning it, along with a copy of this Agreement, to us. Once these are received, we will be pleased to commence our Services.

If you have any questions regarding this Engagement Letter, please do not hesitate to contact us.

Yours very truly,

MNP Ltd.


Victor P. Kroeger, CPA, CA, CFE, LIT, CIRP
Senior Vice President

Appendix A

STANDARD TERMS AND CONDITIONS

The following standard terms and conditions and the Engagement Letter to which they are attached form one agreement and set out the terms and conditions upon which MNP will provide the Services to Plaintiff's Counsel.

1. **Gathering and Verification of Information.** MNP will perform the Services based on the information Plaintiff's Counsel or individual claimants provide to MNP. MNP will rely on that information to be accurate and complete and MNP will neither verify the information nor perform any procedures designed to discover errors or other irregularities in the information, although MNP may ask Plaintiff's Counsel or individual claimants to clarify or supplement such information. MNP will not independently verify financial statements or data submitted by Plaintiff's Counsel or individual claimants to allow MNP to perform the Services, nor will MNP review furnished working papers for technical and mathematical accuracy. To the best of the Plaintiff Counsel's knowledge, all information provided to MNP will be true and correct in all material respects and will not contain any material misstatement of fact or omit to state any material fact necessary to make the statements contained therein not misleading. The engagement of MNP cannot be relied upon to uncover errors in the underlying information incorporated in Plaintiff's Counsel's information, should any exist.
2. **Cooperation.** Plaintiff's Counsel shall cooperate with MNP in the performance by MNP of its Services hereunder, including, without limitation, by providing MNP with reasonable facilities and timely access to data, information and personnel of Plaintiff's Counsel. Plaintiff's Counsel shall be responsible for the performance of its personnel and agents and for the accuracy and completeness of all data and information provided to MNP for purposes of the performance by MNP of its Services hereunder. Plaintiff's Counsel shall promptly notify MNP if Plaintiff's Counsel learns that the information provided is inaccurate or incomplete or otherwise should not be relied upon. Furthermore, if during this engagement new information arises that is reasonably relevant to the Services, Plaintiff's Counsel shall promptly notify MNP and provide MNP with all such information.
3. **Additional Company Responsibilities.** It is understood and agreed that MNP's role is to assist with the Settlement Agreement administration in accordance with the terms of the Settlement Agreement and any order of the Court regarding the Settlement Agreement. Plaintiff's Counsel retains complete and final control of all key decisions including negotiating terms of the Settlement Agreement. In no case shall any decision to accept or implement such Services be a decision of MNP, and all such decisions shall be the decisions of Plaintiff's Counsel according to Plaintiff's Counsel's own internal management rules.
4. **Payment of Invoices.** Accounts will be rendered on a regular basis as the engagement progresses and all accounts shall be due and payable when rendered. The Claims Administrator's Costs will be paid out of the settlement amount paid pursuant to the Settlement Agreement, after payment of Plaintiff's Counsel's disbursements and taxes, and after payment of an honorarium to the representative plaintiff in the class action, and it is understood that JSS Barristers shall have no liability to pay the same.
5. **Administrative and Other Expenses.** A non-reimbursable, administrative expense fee (the "Administrative Fee") equal to 5% of the professional fees charged will be levied for administrative expenses such as long-distance telephone and telecommunication charges, photocopying, delivery, postage, and clerical assistance, etc. The Administrative Fees will be added to the professional fees and will be payable at the same time, and out of the settlement amount paid pursuant to the Settlement Agreement. Any out of pocket expenses of MNP will be paid out of the settlement amount pursuant to the Settlement Agreement.
6. **Taxes.** All fees and other charges do not include any applicable federal, provincial or other sales taxes, or any other taxes or duties whether presently in force or imposed in the future. Any such taxes or duties shall be assumed and paid by Plaintiff's Counsel without deduction from the fees and charges hereunder.
7. **Term and Termination.** The term of this engagement (the "Term") shall commence on the date this engagement letter is executed by Plaintiff Counsel and shall continue until the Services are complete, or until this engagement is otherwise terminated as provided herein. At any time during the Term of the engagement, either party may terminate this engagement for whatever reason, upon 24 hours written notice to the other

party. This engagement may also be terminated at any time by order of the Court removing us as Claims Administrator of the Settlement Agreement. Upon termination of this engagement, Plaintiff's Counsel shall be liable to compensate MNP for all fees, administrative fees, and out of pocket expenses incurred up to and including the date of termination. Any fees already paid to MNP at the time of termination but not yet applied to the engagement fees shall be credited to the outstanding fees at the time of termination.

8. **Grant of License.** All documents created or produced by MNP, in any form whatsoever, for delivery to Plaintiff's Counsel including, but not limited to, any reports provided (collectively, the "Deliverables") are prepared in contemplation only of Plaintiff's Counsel's use for the purpose of furthering this engagement and not for any other purpose, or by any other party. MNP hereby grants Plaintiff's Counsel a limited, non-exclusive, perpetual, world-wide license, without payment of any royalty, so that Plaintiff's Counsel may, solely for its internal business purposes, use, copy and distribute internally the Deliverables, without modification. Plaintiff's Counsel shall not use the Deliverables directly or indirectly, for any purpose competitive with the business of MNP. MNP retains all intellectual property rights, title and interest in and to all its existing methodologies, processes, techniques, ideas, concepts, trade secrets, artwork, logos and identifying script and know-how that MNP may develop or supply in connection with this Agreement ("MNP Knowledge") whether or not such is embodied in the Deliverables. Subject to the confidentiality restrictions contained in paragraph 11, MNP may use the MNP Knowledge for any purpose.
9. **Working Papers.** MNP owns all working papers and files, other materials, reports and work created, developed or performed during this engagement, including intellectual property used in the preparation thereof. MNP may, but is under no obligation to, agree to provide Plaintiff's Counsel with a copy of all practitioner-prepared working papers necessary for Plaintiff's Counsel's records. MNP may develop software, including spreadsheets, documents, databases, and other electronic tools, to assist us with this engagement. Where these tools are developed specifically for MNP's purposes and without consideration of any purpose for which Plaintiff's Counsel might use them, any such tools provided to Plaintiff's Counsel are made available on an "as is" basis only, and remain the exclusive intellectual property of MNP, and are not to be distributed to or shared with any third party and MNP shall be entitled to the return of all such property, uncopied, at any time. Additionally, Plaintiff's Counsel acknowledges that no reliance can be placed on draft reports, conclusions, or advice, whether oral or written, issued by MNP as the same may be subject to further work, revision and other factors which may mean that such drafts are substantially different from any final report or advice issued.
10. **Third Parties and Internal Use.** This Agreement is not intended for the express or implied benefit of any third party, except for the Court. No third party other than the Court is entitled to rely, in any manner or for any purpose, on the advice, opinions, reports, Deliverables or Services of MNP contemplated in this Agreement. Plaintiff's Counsel further agrees that the advice, opinions, reports and Deliverables issued by MNP shall not be distributed publicly or to any third party without the prior written consent of MNP, which consent shall not be unreasonably withheld. MNP agrees that such consent will ordinarily be granted provided that Plaintiff's Counsel makes a specific written request of MNP and the third party seeking such materials executes an acknowledgement of non-reliance and a release acceptable to MNP. In the event disclosure is required by subpoena or Court order, Plaintiff's Counsel will provide MNP reasonable advance notice and permit MNP to comment on the form and content of the disclosure. MNP does not warrant and is not responsible for any third-party products or services obtained independently by Plaintiff's Counsel notwithstanding any participation or involvement by MNP in the procurement of such services. Plaintiff's Counsel shall have the sole and exclusive rights and remedies with respect to any defect in third party products or Services and any claim shall only be brought against the third-party vendor and not against MNP.
11. **Confidentiality.** To the extent that, in connection with this engagement, MNP comes into possession of any proprietary or confidential information of Plaintiff's Counsel, MNP will not disclose such information to any third party, except as permitted by the Rules of Professional Conduct of the institutes of chartered accountants or other applicable law. Except as instructed otherwise in writing, each party may assume that the other approves of properly addressed fax, email (including email exchanged via Internet media) and voicemail communication of both sensitive and non-sensitive documents and other communications concerning this engagement, including other means of communication used or accepted by the other. MNP may use third-party service providers to provide professional Services for Plaintiff's Counsel which may require MNP to share Plaintiff's Counsel's confidential information with the third-party service provider. Prior to any such disclosure, MNP will

enter into a confidentiality agreement with the provider, the form of which shall be approved by Plaintiff's Counsel, which requires the third-party service provider to maintain the confidentiality of Plaintiff's Counsel's information.

12. **Consent for Personal Information Collection, Use, and Disclosure.** MNP will not collect, use or disclose any of Plaintiff's Counsel's personal information without the Individual's knowledge and consent, or as may be required by law. Provided, however, that MNP may collect, use and disclose personal information about Plaintiff's Counsel relevant to the purposes of this engagement and necessary to the provision of the Services by MNP. MNP may also collect and use personal information from Plaintiff's Counsel for the purposes of providing other services or informing Plaintiff's Counsel of other opportunities from time to time ("Other Matters"). Personal information that is not relevant to the purpose of this engagement or the Other Matters will not be disclosed to anyone for any reason without Plaintiff's Counsel's further prior consent. Plaintiff's Counsel may review MNP's privacy policy at www.mnp.ca.
13. **Limited Warranty.** MNP warrants that the Services shall be performed with reasonable care in a diligent and competent manner. MNP agrees to correct any non-conformance with this warranty (subject to the limitations on MNP's liability set forth in paragraph 14), provided that Plaintiff's Counsel gives MNP written notice of such non-conformity together with details of any financial loss claimed and Plaintiff's Counsel's expectations no later than thirty (30) days following the discovery by Plaintiff's Counsel, of such non-conformity and in any event within the time limitation (18 months) set out in paragraph 14. Except as otherwise contained in this Agreement, MNP makes no other warranties, express or implied, and Plaintiff's Counsel waives application of all other warranties, whether arising by operation of law, course of performance or dealing, custom, usage in the trade or profession or otherwise, including without limitation, implied warranties or conditions of merchantable quality and fitness for a particular purpose.
14. **Limitation on Liability.** Plaintiff's Counsel and MNP agree to the following with respect to MNP's liability to Plaintiff's Counsel:
 - (a) MNP's liability to Plaintiff's Counsel is limited to the aggregate of all losses, claims, liabilities, penalties, damages, or expenses and shall not exceed the amount of fees paid by Plaintiff's Counsel to MNP pursuant to this Agreement, except to the extent such loss, claim, liability, penalty or expense suffered by Plaintiff's Counsel has been finally judicially determined to have resulted from the bad faith or intentional misconduct of MNP
 - (b) In no event shall MNP be liable for any consequential, special, indirect, incidental, punitive or exemplary loss, damage, or expense or any loss of revenue or profit or any other commercial or economic loss or failure to realize expected savings.
 - (c) Plaintiff's Counsel may only claim payment from MNP of MNP's proportionate share of the total liability based on the degree of fault of MNP as finally determined by a court of competent jurisdiction.

Any notice required under paragraph 13 above or this paragraph 14 or any action by way of filed court process against MNP by Plaintiff's Counsel must be brought and served within eighteen (18) months after the cause of action arises and, if not so brought, such notice or action shall be null and void to the same extent as if the right to bring such were statute barred.

15. **Indemnity.** Plaintiff's Counsel, on a joint and several basis, agrees to indemnify and hold harmless MNP from and against any and all fees, costs, expenses (including without limitation legal fees and disbursements), claims, losses, damages, fines, penalties or liabilities of any nature whatsoever, whether arising out of any commenced or threatened action, suit, proceeding, investigation, claim or otherwise, which is brought or threatened against MNP by a third party (each, a "Claim") under any contract, statute, regulation, common law, rule of equity, or otherwise, including without limiting the generality of the foregoing, preparing for, defending against, providing evidence in, producing documents, or taking any reasonable action in respect of any Claim, insofar as such Claim arises out of or is based directly or indirectly upon the carrying out by MNP of this engagement, or the Services and Deliverables provided by MNP pursuant to this Agreement. Such Indemnification shall exclude claims, losses, damages, fines, penalties or liabilities resulting from MNP's gross negligence or willful misconduct.

16. **Survival and Interpretation.** The agreements and undertakings of Plaintiff's Counsel contained in this Agreement shall survive the expiration or termination of this Agreement. For the purposes of this Agreement, "MNP" shall mean MNP and its directors, officers, partners, professional corporations, employees, subsidiaries and affiliates and to the extent providing Services under this Agreement to which these terms are attached, MNP, its member firms, and all of their partners, principals, members, owners, directors, staff and agents; and in all cases any successor or assignee.
17. **Governing Law, Severability and Entire Agreement.** This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and the laws of Canada applicable in Alberta. Any action or proceeding relating to this engagement shall be brought in the Province of Alberta, and the parties submit to the jurisdiction of the courts of the Province of Alberta and waive any defense of inconvenient forum to the maintenance of such action or proceeding. If any provision of this Agreement is found by a court of competent jurisdiction to be unenforceable, such provision shall not affect the other provisions, but such unenforceable provision shall be deemed modified to the extent necessary to render it enforceable, preserving to the fullest extent permissible the intent of the parties set forth herein. This Agreement is the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, proposals, negotiations, representations or warranties of any kind whether oral or written. This Agreement can only be amended by an agreement in writing signed by both parties.
18. **Assignment.** Except as herein provided, neither party may assign, transfer or delegate any of its rights or obligations hereunder (including, without limitation, interests or claims relating to this engagement) without the prior written consent of the other party, which consent may not be unreasonably withheld. MNP may, without the consent of Plaintiff's Counsel, assign or subcontract its rights and obligations hereunder to (a) any affiliate or related entity or (b) any entity which acquires all or a substantial part of the assets or business of MNP.

AGREEMENT & AUTHORIZATION FORM

RE: Jensen Shawa Solomon Duguid Hawkes LLP

Agreement and Authorization

We have reviewed the Agreement and hereby accept the terms thereof. We authorize MNP Ltd. to proceed with this engagement.

Dated at Calgary, Alberta, the 4 day of September, 2019.

Plaintiff's Counsel

Per:

CS Stokes
Name: _____
Title: **Charlotte Stokes**
Barrister & Solicitor

STAFF NAME	Bonus Amount (as reflected in the Judgment obtained in Action 1501- 02243)	TOTAL HOURS
Savoie, Jean	\$3.00	130.0
Baldwin, Bobby	\$4.00	1,201.5
Bourque, Dave	\$4.00	261.5
Brooks, Shane	\$4.00	226.5
Cauchy, Caleb	\$4.00	90.0
Chislett, Randy	\$4.00	1,048.0
Cormier, Brendan	\$4.00	789.0
Doiron, Jaret	\$4.00	592.5
Fairweather, Kyle	\$4.00	30.0
Guignard, Marc	\$4.00	1,189.5
Jarvis, Mitchell	\$4.00	614.5
Johnson, Adrian	\$4.00	27.0
Johnson, Jonathan	\$4.00	87.0
Johnston, Leslie	\$4.00	1,158.0
Kirby, Herby	\$4.00	278.5
Landry, Raymond	\$4.00	1,428.5
Lanteigne, Steve	\$4.00	1,186.0
Lapierre, Pascal	\$4.00	920.5
Leblanc, Leonard	\$4.00	436.0
Leblanc, Normand	\$4.00	1,091.0
Leblanc, Renauld	\$4.00	1,018.0
Lebouthillier, J.G	\$4.00	590.0
L'Huillier, Fernand	\$4.00	1,089.0
Losier, Aldoria	\$4.00	352.5
Losier, Lionel	\$4.00	797.0
McDonald, Lawrence	\$4.00	643.0
Mckay, Jack	\$4.00	713.0
McLachlin, Ryan	\$4.00	581.5
Melanson, Jason	\$4.00	318.0
Mulse, Timothy	\$4.00	999.5
Nilson, James	\$4.00	287.5
Nilson, Vic	\$4.00	21.0
Noel, Daniel	\$4.00	973.0
Parson, Mike	\$4.00	1,211.0
Raymond, Richard	\$4.00	596.0
Robertson, Mitchell	\$4.00	671.5
Robichaud, Guy	\$4.00	1,215.0
Robillard, Shea	\$4.00	777.5
Sampson, Joseph	\$4.00	1,056.5
Shea, Dexter	\$4.00	212.5
Shea, Mike	\$4.00	496.5

Smith, Eldon	\$4.00	512.5
Struck, Kyle	\$4.00	646.0
Taylor, Damian	\$4.00	646.5
Therlault, Norbert	\$4.00	797.0
Tisdelle, Matthew	\$4.00	556.0
Venus, Danny	\$4.00	603.5
Waggoner, Joe	\$4.00	117.5
Waggoner, Robert	\$4.00	50.0
Azarm, Roya	\$4.00	778.5
Baxter, Magaret (Peggy)	\$4.00	482.3
Boyce, Patrick	\$4.00	1,326.0
Brideau, Donald	\$0.00	613.0
Caines, Jilda	\$3.00	1,342.5
Cardinal, Mike	\$4.00	322.0
Chant, Byron	\$4.00	1,771.0
Chase, Nolan	\$0.00	1,514.0
Embree, Collin	\$4.00	1,541.0
Ghasemzadeh, Venus	\$0.00	963.5
Golnaraghi, Sasan	\$4.00	154.0
Gougeon, Marc	\$4.00	255.5
Hinds, Darcy	\$0.00	804.0
Hosselini, Mehdi	\$4.00	1,684.5
Kelly, Fiona	\$4.00	1,059.0
Kendall, Lindsey	\$4.00	30.0
Khan, Elena	\$4.00	1,615.5
Lagace, Mario	\$3.00	473.5
Lamarche, Phillip	\$0.00	1,168.1
Lanteigne, Josee	\$3.00	140.0
Lees, Doug	\$4.00	1,291.0
Levesque, Richard	\$4.00	1,314.0
Logan, Emily	\$4.00	1,362.0
MacTavish, Devin	\$0.00	702.0
Matthews, Glenn	\$4.00	614.0
Mirahadi, Farid	\$4.00	1,635.5
O'Toole, Raymond Adrian	\$3.00	1,045.5
Piper, Derek Christopher	\$4.00	1,392.5
Robichaud, Robert	\$3.00	866.0
Stoyles, Chris	\$4.00	274.5
Stubbert, Robert	\$3.00	832.0
Toic, Taryn	\$0.00	1,123.5
Wilson, John	\$0.00	1,427.5
Ahmed, Mulki	\$0.00	440.5
Albert, Joseph	\$4.00	287.0
Albert, Philippe	\$3.00	1,338.0
Albert, Robert	\$3.00	1,176.0
Andrews, Robert	\$4.00	967.5
Archer, Marc-Andre	\$4.00	1,464.0

Arseneau, Denis	\$3.00	502.5
Aubie, Donald	\$3.00	636.5
Babin, Clarette	\$4.00	1,433.0
Baker, Greg	\$4.00	713.5
Baribeau, Christian	\$4.00	1,515.5
Barriault, Brian	\$3.00	168.0
Beaudoin, Martin	\$4.00	1,264.5
Beaulieu, Sebastien	\$3.00	1,013.5
Belanger, Charles	\$3.00	617.5
Benoit, Jonathan	\$4.00	1,126.0
Benoit, Stephane	\$4.00	1,581.5
Bertin, Jean Philippe	\$4.00	391.5
Bertin, Michel	\$4.00	1,456.0
Bertin, Carl	\$3.00	65.0
Bezeau, Barry	\$3.00	662.5
Bezeau, Billy	\$3.00	537.0
Bezeau, Tommy	\$3.00	355.0
Bird, Allan	\$4.00	1,699.5
Bishop, Stephen	\$4.00	1,264.5
Bissonette, Kyle	\$4.00	127.5
Bordage, Eric	\$4.00	1,567.0
Borden, Christopher	\$4.00	1,539.5
Bosse, Gaetan	\$4.00	627.5
Bosse, Mario	\$3.00	1,551.5
Boucher, Denis-Martin	\$4.00	1,532.0
Boucher, Maurice	\$4.00	1,146.0
Boudreau, Gordon	\$4.00	1,543.0
Boudreau, Marcel	\$4.00	1,294.3
Boudreau, Ola	\$4.00	1,318.0
Boudreau, Raymond	\$4.00	777.0
Boudreau, Robert	\$2.51	1,159.0
Bourgeois, Eric	\$3.00	466.0
Bradley, Andrew	\$3.00	458.5
Breau, Kevin	\$3.00	433.5
Bryant, Matthew	\$4.00	1,055.5
Caldwell, Paul	\$4.00	1,380.0
Caron, Fabien	\$4.00	1,672.0
Carpenter, Rodney	\$3.00	1,015.0
Carriere, Robert	\$4.00	864.0
Chiasson, Alexandre	\$3.00	255.5
Chiasson, Bernard	\$3.00	407.5
Chiasson, David	\$4.00	1,484.0
Chiasson, Guillaume	\$3.00	110.0
Chiasson, Jean Guy	\$3.00	376.5
Chiasson, Michel	\$4.00	1,574.5
Chiasson, Pierre Luc	\$4.00	97.5
Chiasson, Robert	\$3.00	292.0

Clarke, Cody	\$4.00	756.0
Clement, Ronald	\$4.00	1,467.0
Cohen, Dean	\$4.00	1,103.0
Comeau, Charlotte	\$4.00	1,559.5
Comeau, Sylvain	\$3.00	441.0
Cormier, Alyre	\$4.00	1,581.0
Cormier, Daniel	\$4.00	1,653.0
Cormier, Etienne	\$2.51	1,177.5
Cormier, Jean Claude	\$3.00	428.0
Cormier, Jean Marc	\$4.00	1,010.0
Cormier, Luc	\$4.00	892.5
Cormier, Marc	\$4.00	1,582.5
Cormier, Remi	\$4.00	1,358.0
Cote, Michel	\$3.00	1,169.5
Cotter, Paul	\$4.00	797.5
Courtright, Darrell	\$4.00	1,027.5
Cozry, Jayden	\$4.00	500.5
Cyr, David	\$3.00	276.0
Dade, Shawn	\$4.00	346.5
Daigle, Daniel	\$4.00	1,953.0
Daigle, Edward	\$4.00	275.0
Densch, Rudi	\$4.00	976.5
Densmore, Gordon	\$4.00	1,117.5
Dion, Mathieu	\$4.00	1,218.5
Doiron, André	\$4.00	1,522.5
Doiron, Eric	\$4.00	1,360.5
Doiron, Eric Christian	\$4.00	1,659.0
Doiron, Tommy	\$4.00	961.0
Dominke, Silvio	\$4.00	266.5
Donovan, Shae	\$4.00	1,196.5
Dool, Jimmy	\$4.00	1,064.0
Dorey, Kenny	\$4.00	1,546.5
Doucet, Jean Michel	\$3.00	690.5
Doucet, Jean-Philippe	\$4.00	1,474.5
Doucet, Stephane	\$3.00	483.5
Dufresne, Jean Francois	\$4.00	950.0
Duguay, Christopher	\$3.00	1,076.5
Duguay, Danio	\$4.00	1,226.5
Duguay, David	\$4.00	1,831.5
Duguay, Denis	\$4.00	972.5
Duguay, Jerry	\$3.00	294.5
Duguay, Marc Andre	\$2.51	1,261.0
Duguay, Zoel	\$3.00	738.0
Dyke, Frank	\$4.00	1,536.5
Earle, Colin	\$3.00	764.0
Evers, Andre	\$4.00	1,412.0
Fairbairn, Jonathan	\$4.00	1,331.0

Ferguson, Pierre-Paul	\$4.00	1,699.5
Fortin, David	\$4.00	442.0
Friole, Jean-Francois	\$4.00	1,307.5
Friole, Daniel	\$4.00	1,448.0
Gaddess, Kevin	\$4.00	425.8
Gagnon, Dany	\$4.00	567.0
Gallant, Patrick	\$3.00	631.5
Gaudet, Michael	\$4.00	1,684.5
Gaudet, Paulette	\$2.34	1,248.0
Gautreau, Arman	\$3.00	220.5
Geddes, Thomas	\$4.00	597.0
Gingras, Roger	\$4.00	1,224.5
Gionet, Marc-Andre	\$4.00	1,438.0
Glonet, Robert	\$3.00	665.5
Glonet, Rodrigue	\$4.00	1,449.0
Girouard, Marc	\$4.00	413.5
Godin, Martine	\$4.00	1,217.5
Godin, Sylvain	\$4.00	1,832.0
Goguen, Claude	\$4.00	1,767.5
Goodleaf, Warren	\$4.00	973.0
Gordon, Clinton Corey	\$4.00	1,450.5
Grant, Brian	\$4.00	1,358.0
Griffin, Kyle	\$4.00	140.0
Guignard, Philippe	\$3.00	475.5
Guillozet, Jefferey	\$3.00	1,186.5
Guimond, Mathieu	\$3.00	373.0
Hache, Bruce	\$3.00	158.5
Hache, Eric	\$4.00	1,682.5
Hache, Paul	\$3.00	130.0
Hambleton, Scott	\$4.00	1,127.0
Handspiker, Greg	\$4.00	432.5
Harms, Eduard	\$4.00	1,274.5
Hebert, Pierre Luc	\$4.00	255.0
Hebert, Sebastien	\$4.00	1,134.5
Henry, Mario	\$4.00	1,266.0
Hiebert, Brenda	\$3.00	396.0
Hodder, Calvin	\$4.00	732.5
Holloway, Daniel	\$4.00	1,048.5
Hooker, Denton	\$3.00	513.0
House, Michael	\$4.00	1,500.5
Huggard, Adam	\$4.00	1,515.0
Jalbert, Pierre	\$4.00	1,370.0
Jardine, Harry	\$4.00	1,253.0
Jarvis, Thomas	\$3.00	568.5
Jean, Maurice	\$4.00	1,552.5
Johnson, Jeremy	\$4.00	1,052.0
Jones, David	\$3.00	210.5

Jones, Patrick	\$4.00	1,585.0
Jourkine, Viatcheslav	\$4.00	798.0
Kavanagh, Jim	\$4.00	1,422.5
Kearney, Juin Paul	\$3.00	434.5
Keenan, Leonard	\$4.00	1,263.5
Kenny, Jonathon	\$4.00	337.5
Lacasse, Francois	\$3.00	161.5
Lachance, Francois	\$3.00	309.5
Laflamme, Michel	\$4.00	715.5
Lafleur, Hubert	\$3.00	604.0
Landry, Daniel	\$4.00	960.0
Landry, Eric	\$4.00	1,369.0
Landry, Jonathan	\$4.00	1,688.5
Landry, Marc	\$4.00	1,427.0
Landry, Marco	\$3.00	428.0
Landry, Mario	\$4.00	1,336.0
Landry, Martin	\$4.00	1,482.5
Lanteigne, Francis	\$4.00	1,423.0
Lanteigne, George	\$4.00	1,339.0
Lanteigne, Guy	\$3.00	623.5
Lanteigne, Jonathan L.	\$4.00	494.5
Lanteigne, Marc	\$4.00	1,638.0
Lanteigne, Martin	\$4.00	1,820.0
Lanteigne, Richard	\$4.00	107.5
Laplante, Donald	\$3.00	238.5
Larocque, Patrick	\$4.00	147.5
Larocque, Steve	\$4.00	1,247.0
Larocque, Willie	\$4.00	1,051.0
Larocque-Plourde, Ben	\$4.00	898.0
Leblanc, Daniel	\$4.00	1,252.5
Leblanc, Elie	\$3.00	221.5
Leblanc, Oliver	\$3.00	433.0
Lebouthillier, Fernand	\$0.00	540.0
LeBoutillier, Remi	\$4.00	833.0
LeBreton, Melvin	\$4.00	1,487.0
Lebreux, Conrad	\$3.00	466.5
Legere, Kenny	\$4.00	1,076.0
Legresley, Jean-Paul	\$4.00	1,019.0
Legresley, Yves	\$4.00	1,129.0
Lloyd, Tim	\$4.00	1,122.5
Lowe, Bryan	\$4.00	1,031.5
Macneill, Robert	\$4.00	988.5
Mahamadou, Zabalrou	\$3.00	1,162.5
Mallet, Daniel	\$4.00	1,445.5
Mallet, Jonathan	\$4.00	1,270.0
Manuel, Alain	\$4.00	1,676.5
Massingham, Jeff	\$4.00	1,419.5

Mc Graw, Guy	\$3.00	426.5
Mc Graw, Martin	\$3.00	1,118.0
McGraw, Marc	\$4.00	1,658.0
Mclean, Candice	\$4.00	304.5
Meda, Eileen	\$3.00	535.0
Meda, Jessica	\$4.00	1,600.0
Melanson, Martin	\$4.00	810.5
Mercure Claude	\$4.00	1,687.5
Michaud, Alain	\$4.00	1,851.0
Michaud, Danny	\$4.00	1,265.0
Michaud, Reno	\$4.00	1,566.5
Michon, Eric	\$3.00	1,383.5
Moldwon, Sheldon	\$4.00	646.5
Mooney, Brian	\$0.00	567.5
Morin Francois	\$4.00	1,766.0
Morris, Jeff	\$4.00	698.0
Morton, Lucas	\$4.00	520.0
Murty, Roger	\$3.00	409.5
Nace, David	\$4.00	1,362.5
Noel, Eric	\$4.00	1,133.0
Noel, Jean-Guy	\$4.00	1,168.5
Noel, Maxime	\$4.00	1,048.5
Noel, Yvon	\$3.00	332.0
O'Neal, Ken	\$4.00	895.0
Oakes, Shane	\$4.00	1,036.0
Parsons, Justin	\$4.00	1,105.5
Paterson, Cameron	\$4.00	1,239.5
Paulin, Jacques	\$3.00	215.0
Paulin, Patrick	\$3.00	1,474.5
Paulin, Serge	\$4.00	1,351.5
Pelletier, Ghislain	\$4.00	1,789.5
Pelrine, Brandon	\$4.00	897.5
Peterson, David	\$4.00	1,312.5
Phillipowich, Cody	\$4.00	1,200.5
Pike, Robert	\$3.00	345.0
Pinet, Chantal	\$3.00	731.5
Pinet, Marc	\$4.00	1,455.0
Pinet, Martin	\$4.00	1,416.0
Pinet, Rene	\$3.00	900.0
Plourde, Martin	\$4.00	898.0
Poirier, Abel	\$4.00	1,134.5
Poirier, Stephane	\$3.00	838.5
Poirier, Sylvain	\$3.00	1,446.5
Pond, Michael	\$3.00	755.0
Potter, Kyle	\$4.00	727.5
Pottinger, William	\$4.00	946.0
Poulin, Mathieu-David	\$4.00	1,051.5

Power, Michael	\$4.00	1,436.0
Prince, Daniel	\$3.00	1,221.5
Prince, David	\$3.00	1,035.5
Prince, James	\$3.00	1,220.5
Provencal, Gary	\$4.00	1,835.5
Pyott, Jake	\$4.00	1,228.5
Qulgley, Steve	\$4.00	30.0
Raymond, Marcel	\$4.00	1,326.0
Raymond, Michel	\$4.00	-
Reid, Steven	\$3.00	138.0
Richard, Andre	\$4.00	1,268.0
Richard, Steven	\$3.00	625.5
Robichaid, Egbert	\$3.00	551.5
Robichaud, Gerald	\$4.00	1,057.0
Robichaud, Mario	\$4.00	665.5
Robichaud, Randy	\$3.00	521.8
Rodine, Mike	\$4.00	1,283.0
Rouselle, Andre Guy	\$3.00	194.0
Rouselle, Andre Oliva	\$3.00	307.0
Roussel, Daniel	\$3.00	568.0
Roussel, Gaetan	\$3.00	353.5
Roy, Bruno	\$4.00	660.5
Roy, Mathieu	\$4.00	1,557.5
Roy, Trevor	\$4.00	1,141.0
Ryder, Mike	\$4.00	1,373.5
Saunders, Wallace	\$4.00	1,519.5
Savage, Colin	\$3.00	978.5
Savoie, Albert	\$3.00	537.0
Savoie, Bernard	\$3.00	591.5
Savoie, Christian	\$3.00	421.0
Savoie, Claude	\$4.00	1,281.0
Savoie, Daniel	\$3.00	470.5
Savoie, Eymard	\$4.00	1,440.5
Savoie, Gilles	\$3.00	633.0
Savoie, Leonce	\$4.00	1,488.5
Savoie, Marc	\$3.00	1,072.0
Schewa, Helko	\$4.00	1,365.5
Simard, Daniel Eric	\$4.00	694.0
Skoglund, Jeffery	\$3.00	544.5
Snooks, Krista	\$4.00	1,102.0
Squire, Brandon	\$4.00	1,123.5
Stewart, John	\$3.00	281.0
Stewart, Remi	\$4.00	1,263.0
Stone, Robert	\$3.00	461.5
Strickland, Scott	\$4.00	77.5
Theriault, Jean Francois	\$4.00	681.5
Theriault, Mathieu	\$4.00	1,365.0

Theriault, Michel	\$4.00	680.0
Theriault, Paul	\$4.00	896.5
Theriault, Renald	\$4.00	1,556.0
Theriault, Robert	\$4.00	840.0
Theriault, Yvon	\$4.00	1,512.5
Thibault, Michel	\$4.00	1,452.5
Thompson, Chad	\$4.00	1,157.5
Trickett, Derrick	\$3.00	1,356.5
Turcotte, Yan	\$4.00	591.0
Ward, Alonzo	\$3.00	255.5
Ward, Frederic	\$3.00	431.0
Ward, Yves	\$3.00	251.5
White, Daniel	\$4.00	975.0
Witczak, Chad	\$4.00	50.0
Woodworth, Ryan	\$4.00	808.0
Zachary, Jonathan	\$3.00	841.0
Abaza, Pasko	\$4.00	1,232.0
Alajbeg, Ivica	\$4.00	854.0
Baraba, Marinko	\$4.00	578.5
Basic, Zoran	\$4.00	1,063.5
Bertin, Yvon	\$4.00	1,298.5
Bobeta, Saša	\$4.00	120.0
Bozic, Bernard	\$4.00	1,066.0
Dabo-Peranić, Klaudio	\$4.00	1,151.0
Doskoči, Dalibor	\$4.00	839.0
Dračić, Izet	\$4.00	856.5
Duzević, Antun	\$4.00	839.5
Gagić, Tomislav	\$4.00	1,033.5
Jakovac, Davorin	\$4.00	1,341.0
Jurko, Jure	\$4.00	1,149.0
Karajlovic, Robert	\$4.00	1,065.5
Lekic, Denis	\$4.00	1,232.0
Lončarek, Dragutin	\$4.00	1,152.0
Lovrić, Marko	\$4.00	952.0
Martic, Mirko	\$4.00	1,075.0
Matanovic, Mario	\$4.00	1,031.0
Mazul, Antonio	\$4.00	930.5
Mijajlović, Igor	\$4.00	1,088.0
Mujanovic, Senad	\$4.00	1,052.0
Normandin, Roger	\$4.00	1,524.5
Sekrst, Duro	\$4.00	805.0
Stefovic, Vlado	\$4.00	1,063.5
Suknjov, Jozo	\$4.00	1,063.5
Sušac, Josip	\$4.00	180.0
Toromanovic, Husein	\$4.00	1,115.0
Vrhovac, Marko	\$4.00	700.5
Zorić, Trpimir	\$4.00	1,088.0

Cardinal, Éric	\$4.00	-
Gaddess, David	\$4.00	786.0
Garwood, Ian	\$4.00	592.5
Gilmar, Warren	\$4.00	159.5
Goodyear, Dexter	\$4.00	1,138.0
Jankov, Dusko	\$0.00	100.0
Lapointe, Frederic	\$4.00	1,523.0
Lessard, France	\$4.00	473.0
McMurter, Tim	\$4.00	-
Abboud, John	\$0.00	994.0
Alzraiee, Hani	\$4.00	1,963.5
Bedard, Christian	\$4.00	975.0
Crewe, Natalie	\$4.00	1,047.5
Diji, Precious	\$4.00	1,143.0
Eagles, John Wayne	\$4.00	1,421.0
Greenman, Jen	\$4.00	860.0
Hebert, Stephanie	\$4.00	398.5
Kendall, Lindsey	\$4.00	450.5
Martens, Scott	\$4.00	490.0
Nicholson, Darrell	\$4.00	1,103.0
Oleleh, Uchechukwu	\$4.00	1,424.5
Richard, Berthe	\$0.00	525.0
Savard, Maude	\$4.00	680.0
Sulliman, Doug	\$4.00	1,317.5
Tanguay, Luc	\$4.00	534.0
Abraham, Colton	\$4.00	405.5
Ahmed, Mulki	\$4.00	436.0
Alexandrovitch, Billy	\$4.00	1,295.5
Allaire, Normand	\$4.00	118.0
Anthony, Christian	\$4.00	417.5
Anunciacao, Daniel	\$4.00	884.0
Audet, Jean Marc	\$4.00	1,038.0
Baker, Maxime	\$4.00	120.0
Barnes, Darryl	\$4.00	823.0
Bergeron, Steve	\$4.00	743.5
Berthiaume, Maxime	\$4.00	903.0
Bertholet, Hugo	\$4.00	340.0
Bertholet, Michel	\$4.00	1,083.0
Bisson, Yves	\$4.00	470.0
Blanchette, Sylvain	\$4.00	1,161.5
Bohmann, Taylor	\$4.00	668.0
Boivin, Rosaire	\$4.00	842.0
Boland, Phillip	\$4.00	1,134.0
Bonnette, Eric	\$4.00	1,356.0
Bouchard, Alain	\$4.00	750.0
Boudreau, Jean-Phillip	\$4.00	664.5
Bourgeois, Charbonneau A	\$4.00	952.0

Bourgeois, Derek	\$4.00	1,014.5
Bourque, Patrick	\$4.00	970.0
Boutin, Ghislain	\$4.00	870.0
Burns Lessa	\$4.00	326.0
Byron, Michael	\$4.00	1,066.0
Camp, Brett	\$4.00	968.0
Campbell, Alexander	\$4.00	100.0
Campbell, Jeff	\$4.00	301.5
Caya, David	\$4.00	807.5
Chantal, Jonathan	\$4.00	400.0
Chateauneuf, Denis	\$4.00	830.0
Clarke, Patricia	\$4.00	367.0
Cloutier, Marc	\$4.00	705.0
Cochrane, Marcel	\$4.00	670.0
Coderre, Ghislain	\$4.00	900.0
Compton, Gerald	\$4.00	1,093.5
Compton, Kyle	\$4.00	680.0
Comtois, Michel	\$4.00	260.0
Conway, Joshua	\$4.00	799.0
Cooke, Stephen	\$4.00	426.5
Corbin, Scott Terrence	\$4.00	380.0
Cote, Hugo	\$4.00	914.0
Cote, Jean-Pierre	\$4.00	1,219.5
Cote, Kevin Lee	\$4.00	972.0
Cote, Yves	\$4.00	550.0
Crosby, Jason	\$4.00	695.0
Cruz, Freddie	\$4.00	517.0
Currie, Vincent	\$4.00	490.5
Dame, Hugues	\$4.00	668.0
Dandeneault, Francois	\$4.00	1,231.0
Delauniere, Jerome	\$4.00	420.0
Demers, Sebastien	\$4.00	700.0
Dent, Michael	\$4.00	810.0
Desaulnier, Luc	\$4.00	477.5
Desjardins, Stephane	\$4.00	341.5
Despins, Daniel	\$4.00	700.0
Di Girolamo, Antonio	\$4.00	1,057.0
Diji, Sochi	\$4.00	510.5
Dion, Jonathan	\$4.00	142.0
Drawing, Mitch	\$4.00	70.0
Drolet, Pierre	\$4.00	477.0
Dubuc, Donald	\$4.00	1,158.0
Duguay, Michel	\$4.00	970.0
Dumont, Claude	\$4.00	550.0
Dupras, Steeve	\$4.00	1,292.0
Durocher, David	\$4.00	959.5
Edkins, Kevin	\$4.00	1,329.0

Edwards, Ronald Benjami	\$4.00	738.5
Elliot, Mark	\$4.00	866.0
Evans, Brendan	\$4.00	914.0
Fafard, Alexandre	\$4.00	422.0
Fahlman, Karl	\$4.00	1,700.5
Faucher, Denis	\$4.00	911.5
Finnigan, Randall	\$4.00	840.0
Fisken, Kurtis	\$4.00	828.5
Fitzgerald, Adam	\$4.00	810.0
Forest, Maurie-Claude	\$4.00	1,197.5
Forget, François	\$4.00	890.0
Fortin, Yvan	\$4.00	800.0
Francoeur, Andre	\$4.00	522.0
Gagnon, Alain	\$4.00	350.0
Gaudet, Mario	\$4.00	424.0
Gauthier, Benoit	\$4.00	1,061.0
Gauvin, David	\$4.00	617.0
Gilbert, Michel	\$0.00	393.0
Giroux, Mark	\$4.00	394.0
Goyette, Olivier Brien	\$4.00	750.0
Gravel, Adam	\$4.00	420.0
Grenier, Michel	\$4.00	970.0
Harbec, Daniel	\$4.00	1,201.0
Hardy, Micael	\$4.00	770.0
Harris, Andrew	\$4.00	899.5
Hart, Jonathan	\$4.00	280.0
Harvie, Richard	\$4.00	422.0
Hatt, Brian	\$4.00	750.0
Hearn, Bernie	\$4.00	800.0
Hebert, Erik	\$4.00	354.0
Higgins, Lucas	\$4.00	445.5
Horne, Jeffrey	\$4.00	739.0
Hourbe, Benjamin	\$4.00	1,265.0
Huang, Song	\$4.00	1,182.0
Hudon, Mathieu	\$4.00	1,046.5
Hudon, Nicholas	\$4.00	402.0
Hynes, Warren	\$4.00	1,117.0
Joe, Marcel	\$4.00	836.0
Jourdain, Carey	\$4.00	870.0
Keating, Vincent Francis	\$4.00	460.0
Keats, Devin	\$4.00	399.0
Ketros, Jesse	\$4.00	761.0
Labbe, Patrick	\$4.00	527.0
Labelle, Conrad	\$4.00	995.5
Lampron, Normand	\$4.00	645.0
Landry, Kenneth	\$4.00	877.0
Lapointe, Marc	\$4.00	992.0

Laramée, Simon	\$4.00	420.0
Larocheille, Robert	\$4.00	292.0
Larocque, Eric	\$4.00	892.0
Latendresse, Terrilynn	\$0.00	456.0
Laurin, Claude	\$4.00	370.0
Lavallière, Donald	\$4.00	550.0
Lavoie, Frederic	\$4.00	210.0
Lavoie, Laurent	\$4.00	734.0
Lavoie, Louis	\$4.00	270.0
Leblanc Marie	\$0.00	953.0
Leblanc, Jean-Francois	\$4.00	1,290.0
Lebuffe, Robert	\$4.00	278.0
Leclerc, Michel	\$4.00	1,081.5
Legros, Alain	\$4.00	1,020.0
Locke, Todd	\$4.00	670.0
Lussier, David	\$4.00	945.0
MacDougall, Brett	\$4.00	890.0
MacDougall, James	\$4.00	1,226.5
MacInnis, Troy	\$4.00	547.0
MacKenzie, Kevin	\$4.00	494.0
MacKinnon, Christopher	\$4.00	120.0
MacLeod, Robert	\$4.00	294.0
MacLeod, Travis	\$4.00	430.0
MacNeil, Gordon	\$4.00	977.0
Madden, John	\$4.00	921.5
Malarchuck, Garrett	\$4.00	930.0
Mallet, Remy	\$4.00	270.0
Martel, Patrick	\$4.00	808.0
Martens, Brad	\$4.00	189.5
Martin, Yannick	\$4.00	420.0
Mason, Stephen	\$4.00	790.0
Masters, Jeremy	\$4.00	596.5
Matte, Julien	\$4.00	875.0
McIntyre, Frank	\$4.00	1,125.5
Methot, Andre	\$4.00	970.0
Milburn, Chris	\$4.00	650.0
Montague, Alexander	\$4.00	350.0
Morand, Daniel	\$4.00	970.0
Morrison, Carl Lewis	\$4.00	690.0
Mounsey, Daniel	\$4.00	350.0
Nadon, Jean-Philippe	\$4.00	940.0
Nicholson, Jason	\$4.00	821.0
Nicollé, Lee	\$4.00	1,061.5
Nordberg, Brendan	\$4.00	609.0
Nosworthy, Cyril	\$4.00	340.0
O'Connell, Alain	\$4.00	290.0
O'Connor, Timothy	\$4.00	190.0

Olivier, Carl	\$4.00	893.0
O'Reilly, Johnathan	\$4.00	851.0
Palasanu, Spiridon	\$4.00	940.0
Pallot, Ulric	\$4.00	690.0
Paquet, Vincent	\$4.00	690.0
Paquin, Dany	\$4.00	540.0
Paquin, Simon	\$4.00	1,001.5
Parkman, Carl	\$4.00	574.0
Patenaude, Olivier	\$4.00	1,271.0
Patry, Denis	\$4.00	330.0
Payant, Marie-Eve	\$4.00	945.0
Peach, Jonathan	\$4.00	682.0
Pelletier, Michel	\$4.00	798.0
Penson, John	\$4.00	800.0
Pereault, Mathieu	\$4.00	402.0
Pictou, Todd William	\$4.00	32.0
Pilotte, D. Nicholas	\$4.00	650.0
Pineault, Sebastien	\$4.00	818.0
Porter, Thomas	\$4.00	692.0
Proulx, Stephane	\$4.00	942.0
Provencal, Mathieu	\$4.00	1,098.0
Pyke, Giuseppe	\$4.00	704.5
Rafferty, Kyle	\$4.00	409.0
Renaud, Mathieu	\$4.00	220.0
Richard, Mario	\$4.00	1,099.0
Richardson, Jordan	\$4.00	104.0
Rioux, Yves	\$4.00	1,040.0
Rivard, Tony	\$4.00	1,403.0
Robert, Claude	\$4.00	204.0
Robertson, Dylan	\$4.00	652.0
Robichaud, Richard J.	\$4.00	130.0
Robillard, Carl	\$4.00	949.0
Robitaille, Hugo	\$4.00	350.0
Rocheleau, Benoit	\$4.00	802.0
Romard, Frankie	\$4.00	740.0
Roper, Bill	\$4.00	402.5
Roy, Jacques	\$4.00	910.0
Roy, Normand	\$4.00	670.0
Rumple, Tyler	\$4.00	298.0
Sarazin, Sebastien	\$4.00	1,127.0
Sato, Rina	\$4.00	1,130.0
Sauve, Denis	\$4.00	393.0
Savard, Alain	\$4.00	976.0
Schwarzl, Christopher	\$4.00	576.5
Seguin, Pierre-Luc	\$4.00	1,296.0
Sherwin, Alexandre	\$4.00	1,322.0
Shideh, Liban	\$4.00	894.5

Singh, Brian	\$4.00	119.0
Situ, Huizhong (James)	\$4.00	1,096.0
Smith, Kenneth Gregory	\$4.00	1,142.0
Smith, William	\$4.00	884.0
Starcok, Joseph	\$4.00	140.5
Steffens, Kenneth	\$4.00	1,063.0
St-Louis, Yanick	\$4.00	1,290.0
Stubbard, Fabian	\$4.00	600.0
Theriault, Elie	\$4.00	882.0
Thomas, Jean-Pierre	\$4.00	870.5
Toomey, Ryan	\$4.00	776.5
Toomey, Tim	\$4.00	570.0
Tougas, Vincent	\$4.00	1,099.0
Tourigny, Jacquelin	\$4.00	879.0
Tremblay-Wragg, Mathieu	\$4.00	878.5
Trudel, Claude	\$4.00	934.5
Turbide, Paul	\$4.00	1,011.5
Vachon, Bruno	\$4.00	390.0
Vanier, Martin	\$4.00	1,281.5
Vigeant, Benoit	\$4.00	1,216.0
Vigneault, Daniel	\$4.00	440.0
Villemure, Melanie	\$4.00	812.0
Wheeler, Jimmy	\$4.00	932.0
Wight, John	\$4.00	866.0
Williams, Michael	\$4.00	893.0
Brousseau, Yvon	\$4.00	159.5
Browne, Thomas	\$4.00	280.0
Caluori, Mario	\$4.00	208.0
Chayter, Marcus	\$4.00	260.0
Dionne, Patrick	\$4.00	282.5
Giguere, Alain	\$4.00	270.0
Grbic, Milutin	\$4.00	200.0
Higgins, Josh	\$4.00	360.0
Jenkins, Carl	\$4.00	562.0
Langlois, Alain	\$4.00	380.0
Lipari, Pierre	\$4.00	555.5
Simic, Boro	\$4.00	804.0
Snow, Mike	\$4.00	1,254.0
Abram, Robert	\$4.00	1,501.0
Bérubé, Joel*	\$4.00	864.5
Beslic, Branimir	\$4.00	428.0
Blanchet, Denis	\$4.00	791.0
Boisvert, Mario	\$4.00	819.0
Bourassa, Chantal	\$4.00	1,163.0
Bubicic, Teo	\$4.00	1,574.0
Casi, Slobodan	\$4.00	793.5
Ciglar Dubravko	\$4.00	440.0

Cvetkovic, Sven	\$4.00	1,678.0
Cvitanovic, Jurica	\$4.00	420.0
Doskoci, Dalibor	\$4.00	380.0
Duzevic, Antun	\$4.00	368.0
Leroux, Ronald	\$4.00	840.0
Maratovic, Tomislav	\$4.00	672.0
Oliveric, Zeljko	\$4.00	1,377.0
Paranos, Damir	\$4.00	428.0
Perovic, Marko	\$4.00	1,560.0
Pigeon, Dominic	\$4.00	1,523.5
Posavec, Ivan	\$4.00	1,655.0
Radetic, Sandro	\$4.00	1,445.0
Savard, Guylain	\$4.00	731.5
Savard, Jerry	\$4.00	336.0
Sekrst, Duro	\$4.00	380.0
Abraham, Clayton	\$4.00	537.5
Bendaoud, Sedik	\$4.00	617.5
Chamberland, Pierre	\$4.00	431.5
Dawson, Dane Tanner	\$4.00	350.0
Farewell, Kelly Thomas	\$4.00	225.0
Forunie, John Wayne	\$4.00	82.0
Gaudet, Sebastien	\$4.00	441.0
Gilbert, Jean-Philippe	\$4.00	422.0
Goodyear, Dexter	\$4.00	1,276.0
Graham, Richard	\$4.00	360.0
Hart, Sean	\$4.00	1,008.5
Hastings, Mathew	\$4.00	70.0
Krug, Marc	\$4.00	151.0
Laplante, Michel	\$4.00	646.5
Pasternak, Mike	\$4.00	261.5
Sanderson, Jeffrey	\$4.00	941.0
Thomas, Keith	\$4.00	40.5
Thompson, Keith	\$4.00	871.0
Robidoux, Jason Micheal	\$4.00	110.0