

Contractors Class Application

Background

On July 8, 2011, the Honourable Justice Crane approved the settlement of Ontario Superior Court of Justice Action 114/2006-CP, commenced in Cayuga (the Class Action).

Pursuant to the settlement, a member of the Contractors Class, as described in Schedule A (the "Applicant") may claim compensation on account of contractual loss resulting from the frustration of the Applicant's contract to provide services or supplies by reason of the occupation of the Douglas Creek Estates.

Compensation will only be paid for claims approved following adjudication. It is expected that the maximum compensation will be \$100,000, less Collateral Benefits as described below. However, Applicants with losses in excess of \$100,000 should claim the actual amount of their losses, in the event that funding for compensation in excess of \$100,000 is available.

Applications that are postmarked by the deadline for applications referred to below of March 31, 2012 and approved following adjudication will be paid by June 30, 2012. In the case of approved claims as adjudicated in excess of \$25,000, a further payment may be made on or before June 30, 2012, to the extent of available funds.

How to Claim Compensation

To claim compensation, the Applicant must submit a completed Application Package, consisting of:

1. this completed Application;
2. the attached Release, as duly signed and witnessed (the Release does not come into effect until a payment is made);
3. a duly completed Proof of Loss in the form attached; and
4. acceptable identification of the person signing this Application, the Release and any Proof of Loss. Acceptable identification includes a notarized copy of either a current Canadian driver's licence or a current Canadian passport.

By making an Application the Applicant:

1. acknowledges and agrees that its claim will be adjudicated by the Settlement Administrator and may be accepted in whole or in part or rejected, subject to a limited right of appeal; and
2. represents and warrants that the Applicant has not:
 - a. opted out of the Class Action or signed a release in favour of the defendants in the Class Action; or
 - b. received Collateral Benefits other than as indicated in the General Proof of Loss.

The Applicant must submit the completed Application Package by mail to the Settlement Administrator, Global Resolutions Inc., 45 St. Nicholas Street, Toronto ON M4Y 1W6. Applications submitted by fax, email or delivered otherwise than by mail will not be considered. The Applicant is advised to retain a copy of the Application Package as mailed for its records.

The deadline for submitting Applications is March 31, 2012. Application Packages postmarked after the deadline will not be considered and the Applicant's entitlement to payment will be considered forfeited. Applicants may wish to use registered mail to document the timely submission of their Application Package.

Where the Application Package is completed on behalf of an individual class member by an attorney in fact or a guardian, it must be accompanied by a notarized copy of the relevant documentation evidencing the due, lawful and continuing appointment of the attorney in fact or guardian.

Where the Application Package is completed by a personal representative on behalf of a deceased individual, it must be accompanied by a notarized copy of relevant documentation evidencing the due, lawful and continuing appointment of the personal representative.

The Applicant may elect to obtain legal advice in relation to an Application. However, any associated costs are the responsibility of the Applicant and are not recoverable as part of the Applicant's claim.

Collateral Benefits Received

The Applicant represents and warrants that the Applicant has received collateral benefits as follows [if none, indicate "nil"]:

Business Recovery Program \$ _____

Consent to Release of Personal Information

The Applicant, if an individual, consents to the release of his or her personal information as required for the purpose of processing and adjudicating this Application.

Consent to Release of Information by Third Parties

The Applicant consents to the release of information by third parties as requested by the Claims Administrator for the purpose of facilitating the adjudication of this Application, including any associated audit.

Date: _____

Signature

Name: _____

Title: _____

I have authority to bind:

(name of Applicant)

Address: _____

Schedule A

Contractors Class

All contractors or subcontractors of Henco Industries Limited or their agents, who were contracted to provide services and materials to owners, developers, builders or contractors on the Douglas Creek Estates subdivision on March, 2006.

SCHEDULE B

FULL AND FINAL RELEASE

FOR AND IN CONSIDERATION of the payment of \$1.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the undersigned (the "Releasor(s)"):

THE RELEASOR(S) HEREBY fully and forever release and discharge HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO, ONTARIO PROVINCIAL POLICE COMMISSIONER GWEN M. BONIFACE, AND ONTARIO PROVINCIAL POLICE INSPECTOR BRIAN HAGGITH, KRP ENTERPRISES INC., 1643078 ONTARIO INC. KEVIN CLARK, ESTA CLARK, CHRISTINA ACCIACCAFERRO, JEFFREY ACCIACCAFERRO, STEVE TONG, LORI TONG, RUSSELL KAVANAGH, MICHELLE KAVANAGH, PAUL DURCEK, STEFANY DURCEK, QUINTIN CHAUSSE, DONNA CHAUSSE, ANNE MARIE VANSICKLE, JAMES PAUL VANSICKLE, J.P. WOOLLEY SURVEYING LTD. and MARGARET COOK, GLOBAL RESOLUTIONS INC., FINDLAY McCARTHY LLP, as well as the present and former officers, directors, partners, employees, servants, agents, contractors, estates, heirs and assigns of each, as the case may be (the "Releasees"), from any and all actions or causes of actions, claims or demands whatsoever for damages (including punitive, aggravated and exemplary damages) or other relief of whatever kind and nature on account of any known or unknown injuries, losses or damages, sustained as a consequence of, or in any way relating to or arising out of the incidents more particularly described in the Statement of Claim issued in the Ontario Superior Court of Justice bearing Cayuga Court File No. 114/2006-CP (the "Class Action"), including, without limiting the generality of the foregoing, any and all matters that were pleaded or could have been pleaded in the Class Action, as well as all matters arising from the continued occupancy by the Releasor(s), or any one of them, of their properties and/or the continued operation by the Releasor(s), or any one of them, of their businesses following the execution of this Full and Final Release (the "Release"); and from any and all actions, causes of action, claims or demands whatsoever for damages (including punitive, aggravated and exemplary damages) or other relief of whatever kind and nature directly or indirectly arising from or relating to any application that the Releasor(s) has/have made or could have made for compensation or payment out of the settlement sum paid in settlement of the Class Action, or any dispute as between the Plaintiff classes or class members of each of the Plaintiff classes regarding the appropriate management and/or distribution of the settlement sum.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, the Releasor(s) declare that the intent of this Release is to conclude all issues arising from the matters set forth above and it is understood and agreed that this Release is intended to cover and does cover, not only all known injuries, losses or damages, but also injuries, losses and damages not now known or anticipated but which may later develop or be discovered, including all the effects and consequences thereof.

AND FOR THE SAID CONSIDERATION it is agreed and understood that the Releasor(s), or any of them, will not make any claim or take any proceedings against any other person or corporation who or which might claim, in any matter or forum, contribution or indemnity in common law or in equity, or under the provisions of any statute or regulation, including the Negligence Act and the amendments thereto and/or under any successor legislation thereto, and/or under the Rules of Civil Procedure, from the Releasees, in connection with the matters outlined above.

IT IS AGREED AND UNDERSTOOD that if the Releasor(s) commence such an action, or take such proceedings and the Releasees are added to such proceeding in any manner whatsoever, whether justified in law or not, the Releasor(s) will immediately discontinue the proceedings and/or claims, and the Releasor(s) will be jointly and severally liable to the Releasees for the legal costs incurred in any such proceeding and/or claims, on a full indemnity basis. This Release shall operate conclusively as an estoppel in the event of any claim, action, complaint or proceeding which might be brought in the future by the Releasor(s) with respect to the matters covered by this Release. This Release may be pleaded in the event of any such claim, action, complaint or proceeding, as a complete defence and reply, and may be relied upon in any proceeding to dismiss the claim, action, complaint or proceeding on a summary basis and no objection will be raised by the Releasor(s) in any such subsequent action that the other parties in the subsequent action were not privy to the formation of this Release.

IT IS FURTHER AGREED AND UNDERSTOOD that the Releasees do not by the payment of the consideration set out in this Release or otherwise admit any liability or obligation of any kind whatsoever to the Releasor(s) and such liability or obligation is specifically denied.

AND IT IS HEREBY DECLARED that the terms of this Release are fully understood, that the consideration stated herein is the sole consideration for this Release and that the said consideration is accepted voluntarily for the purpose of making full and final compromise in settlement of all claims and proceedings against the Releasees, now or hereafter brought, for damages, loss or injury resulting from the matters set forth above.

AND IT IS FURTHER UNDERSTOOD AND AGREED that the fact and terms of this Release will be held in confidence.

IN WITNESS WHEREOF the undersigned has/have executed this Release by his or her/their hand(s) and seal this

day of _____, 201 .

Witness

Releasor /s

Witness

Releasor /s

Contractors Class Application -- Proof of Loss

On behalf of the Applicant identified below and under penalty of law, I submit the following, which I solemnly declare to be true:

I further solemnly declare that the Applicant has not opted out of the Caledonia class action (Court File No. 114/2006-CP, issued out of the Superior Court of Justice in Cayuga) or signed a release in favour of the defendants in that action.

I further solemnly declare that the total payments received by the Applicant from the Business Recovery Program funded by the Government of Ontario are fully disclosed above.

I further solemnly declare that the Applicant is a subsisting sole proprietorship, partnership, corporation or organization, duly constituted under the laws of the Province of Ontario and the federal laws of Canada.

DECLARED before me at Caledonia, Ontario,

this..... day of 201...

Signature

.....
Commissioner for Oaths or Affidavits

Name: _____

Title: _____

I have authority to bind the Applicant:

Name of Applicant