

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

**THE HONOURABLE JUSTICE            )     WEDNESDAY, THE 28<sup>TH</sup>**  
  )  
**DAVID S. CRANE                        )     DAY OF SEPTEMBER, 2011**

**B E T W E E N:**

**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**

Plaintiffs

- and -

**ONTARIO PROVINCIAL POLICE COMMISSIONER GWEN M. BONIFACE,  
ONTARIO PROVINCIAL POLICE INSPECTOR BRIAN HAGGITH, and  
HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO**

Defendants

Proceeding under the *Class Proceedings Act, 1992*

**O R D E R**

THIS MOTION, made by the Plaintiffs for an order approving the amended Caledonia Compensation Plan and approving the agreement between Global Resolutions Inc. and Findlay McCarthy LLP and to authorize Findlay McCarthy LLP to make payments to Global Resolutions Inc. in accordance with the provisions of the Class Proceedings Act, 1992;

ON READING the Motion Record of the Plaintiff, filed, and on hearing the submissions of the lawyers for the Plaintiffs, and James Dunbar, a representative of Global Resolutions Inc., no one appearing for the Defendants although properly served with the Plaintiff's Motion Record:

1. THIS COURT ORDERS that the amendments to the Caledonia Compensation Plan, as the amended plan is set out in Schedule A attached hereto, is hereby approved.
2. THIS COURT ORDERS that the agreement between Global Resolutions Inc. and Findlay McCarthy dated August 29, 2011 (the "Administrator's Agreement") and the budget submitted by Global Resolutions Inc., which are attached hereto as Schedules B and C respectively are hereby approved.
3. THIS COURT ORDERS that Findlay McCarthy LLP is authorized to pay Global Resolutions Inc. 10 monthly instalments of \$100,000 plus HST commencing upon the date hereof in accordance with the terms of the Administrator's Agreement.



ENTERED AT CAYUGA  
in Book No. 2011  
as Document No. 51  
on Sept 30 2011  
by \_\_\_\_\_



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**SCHEDULE A**

**CALEDONIA COMPENSATION PLAN**

**CLASS ACTION SETTLEMENT**

Amended  
August 29, 2011

Class Action File No. 114/2006-CP

## CALEDONIA COMPENSATION PLAN

### PART 1 DEFINITIONS

1.1 In the Caledonia Compensation Plan:

1.1.1 "Administrator" means Global Resolutions Inc. ("Global").

1.1.2 "Administration Agreement" means the letter of agreement between Class Counsel and Global dated August 29, 2011.

1.1.3 "Applicant" means a potential Class Member who applies for compensation under this Plan.

1.1.4 "Application" means an application for compensation in the appropriate form prescribed by the Administrator and shall be any one of the forms set out in Appendices 1, 2 and 3 of this Plan.

1.1.5 "Business Application" means an Application in the form of Appendix 1, which Application shall be used by Applicants who claim to be members of the Caledonia Business Class and the Highway 6 Class, to claim compensation.

1.1.6 "Caledonia Business Class" means all those persons, including sole proprietors, partnerships, corporations or organizations who carried on a business, whether for profit or non-profit, on April 20, 2006, with business addresses on Argyle Street between Highway 6 and Green Road and on Caithness Street East or Caithness Street West in Caledonia, Ontario.

1.1.7 "Caledonia Business Class Fund" means that portion of the Settlement Sum that is allocated for compensation to the Caledonia Business Class in accordance with subparagraph 2.2.4.2 below.

1.1.8 "Certified Defendants" means Ontario Provincial Police Commissioner Gwen M. Boniface, Ontario Provincial Police Inspector Brian Haggith and Her Majesty the Queen in Right of Ontario.

1.1.9 "Class" or "Classes" means the Caledonia Business Class, the Highway 6 Class, the Contractors Class or the Property Occupiers Class individually or collectively.

1.1.10 "Class Action" means the proceeding that is Court File No. 114/2006-CP issued out of the Superior Court of Justice in Cayuga.

1.1.11 "Class Counsel" means Findlay McCarthy LLP, lawyers for the plaintiffs in the Class Action.

1.1.12 "Class Counsel Fees and Disbursements" means the fees and disbursements of the Class Counsel approved by the Judge pursuant to s. 32 of the CPA.

1.1.13 "Class Member" means:

1.1.13.1 a member of the Caledonia Business Class;

1.1.13.2 a member of the Highway 6 Class;

1.1.13.3 a member of the Contractors Class; or

1.1.13.4 a member of the Property Occupiers Class.

1.1.14 "Collateral Benefits" means the payments described in Part 16.

- 1.1.15 "Compensation Determination" means the form by which the Administrator provides Applicants with notice of its decision on compensation.
- 1.1.16 "Contractors Application" means an Application in the form attached hereto as Appendix 2, which Application shall be used by Applicants who claim to be members of the Contractors Class, to claim compensation.
- 1.1.17 "Contractors Class" means 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 as of or on February 28, 2006.
- 1.1.18 "Contractors Class Fund" means be that portion of the Settlement Sum that is allocated for compensation to the Contractors Class in accordance with subparagraph 2.2.4.4 below.
- 1.1.19 "CPA" means *the Class Proceedings Act, 1992, S.O. 1992, c. 6*.
- 1.1.20 "Crown" means the Crown Law Office – Civil.
- 1.1.21 "Douglas Creek Estates" means the lands that comprise the Plan of Subdivision in the Land Registry Office for the Land Titles Division of Haldimand comprised, firstly, as Parts of Lot B and C, Range West of Plank Road, geographic township of Oneida, in Haldimand County and being Parts 2 and 3 on Reference Plan 18R-6217 and, secondly, as part of Lot 18, Broken Front Concession on the Grand River, geographic Township of Oneida, in Haldimand County and being Parts 2 and 3 on Reference Plan 18R-6217 and which lands were owned by Henco Industries Limited on February 28, 2006 and transferred to the Province of Ontario on July 4, 2006.
- 1.1.22 "Highway 6 Class" means all those persons, including sole proprietors, partnerships, corporations or organizations, who carried on business, whether for profit or non-profit, on April 20, 2006, with business addresses on Highway 6 from Highway 3 to Haldibrook Road.
- 1.1.23 "Highway 6 Class Fund" means that portion of the Settlement Sum that is allocated for compensation to the Highway 6 Class in accordance with subparagraph 2.2.4.1 below.
- 1.1.24 "Judge" means The Honourable Justice David S. Crane or a judge of the Ontario Superior Court of Justice designated by him, or in the event of Justice Crane's unavailability, a judge of the Ontario Superior Court of Justice appointed by the Senior Regional Judge in Hamilton.
- 1.1.25 "Judgment" means the Judgment of Justice David S. Crane dated July 8, 2011, approving the settlement of the Class Action.
- 1.1.26 "Minutes of Settlement" means the minutes of settlement dated the 30th of day June, 2011.
- 1.1.27 "Occupation Period" means the period from February 28, 2006 to date.
- 1.1.28 "Ontario" means Her Majesty the Queen in Right of Ontario.
- 1.1.29 "Plan" means this Caledonia Compensation Plan as approved by the Judge and as amended, supplemented or restated from time to time.
- 1.1.30 "Property Occupiers Application" means an Application in the form attached hereto as Appendix 2, which Application shall be used by Applicants who claim to be members of the Property Occupiers Class, to claim compensation.

- 1.1.31 "Property Occupiers Class" means all those persons who from February 28, 2006 have occupied real property located within the boundaries and at the addresses set out in Schedule "A" attached hereto.
- 1.1.32 "Property Occupiers Class Fund" means that portion of the Settlement Sum that is allocated for compensation to the Property Occupiers Class in accordance with subparagraph 2.2.4.3 below.
- 1.1.33 "Release" means a release in the form attached as Schedule "G".
- 1.1.34 "Representative Plaintiffs" means the representative plaintiffs appointed under the Order of Justice David S. Crane dated February 8, 2010 for each of the classes, being:
- 1.1.34.1 KRP Enterprises Inc. for the Caledonia Business Class;
- 1.1.34.2 J.P. Woolley Surveying Ltd. for the Contractors Class;
- 1.1.34.3 Margaret Cook for the Highway 6 Class; and
- 1.1.34.4 Kevin Clark, Esta Clark, Christina Acciaccferro, Jeffrey Acciaccferro, Steve Tong, Lori Tong, Russell Kavanagh, Michelle Kavanagh, Paul Durcek, Stefany Durcek, Quintin Chausse, Donna Chausse, Anne Marie VanSickle and James Paul VanSickle for the Property Occupiers Class.
- 1.1.35 "Response" means that portion of a Compensation Determination to be completed by the Applicant and returned to the Administrator to indicate the Applicant's response to the Compensation Determination.
- 1.1.36 "Settlement Sum" means the amount that is paid in full and final settlement of the Class Action in accordance with paragraph 1 of the Minutes of Settlement.

## **2 DISTRIBUTION OF SETTLEMENT SUM**

- 2.1 The Crown shall deliver the Settlement Sum by way of cheque payable to Findlay McCarthy LLP in trust.
- 2.2 Class Counsel shall deposit the Settlement Sum into an interest bearing account subject to terms and conditions approved by the Court and Class Counsel shall distribute the Settlement Sum in accordance with the directions set out herein.
- 2.2.1 Class Counsel Fees and Disbursements shall be paid to Class Counsel out of the Settlement Sum upon approval by the Judge.
- 2.2.2 The representative Plaintiffs, KRP Enterprises Inc., Margaret Cook and J.P. Woolley Surveying Ltd., and the couples comprised of the representative plaintiffs Kevin Clark and Esta Clark, Christina Acciaccferro and Jeffrey Acciaccferro, Steve Tong and Lori Tong, Russell Kavanagh and Michelle Kavanagh, Paul Durcek and Stefany Durcek, Quintin Chausse and Donna Chausse, and Anne Marie VanSickle and James Paul VanSickle shall each be paid \$10,000.00 out of the Settlement Sum upon approval of this Plan by the Judge for acting as representative plaintiffs throughout the Class Action.
- 2.2.3 The amount of \$1,000,000 plus HST shall be reserved for payment of the Administrator's fees and the amount of \$100,000 shall be reserved for payment of the Administrator's disbursements to be paid in accordance with the Part 18 of this Plan.
- 2.2.4 The balance of the Settlement Sum, following payment or reservation of amounts set out in subparagraphs 2.2.1, 2.2.2 and 2.2.3 shall be segregated into four pools of funds to be allocated in the following manner:

- 2.2.4.1 Forty percent (40%) of the balance shall be allocated as the Highway 6 Class Fund and distributed to Class Members of the Highway 6 Class in accordance with the provisions set out below;
- 2.2.4.2 Thirty Seven and One-half percent (37.5%) of the balance shall be allocated as the Caledonia Business Class Fund and distributed to Class Members of the Caledonia Business Class in accordance with the provisions set out below;
- 2.2.4.3 Twenty percent (20%) of the balance shall be allocated as the Property Occupiers Class Fund and distributed to Class Members of the Property Occupiers Class in accordance with the provisions set out below; and
- 2.2.4.4 Two and One-half percent (2.5%) shall be allocated as the Contractors Class Fund and distributed to Class Members of the Contractors Class in accordance with the provisions set out below.

### 3. CALEDONIA BUSINESS CLASS

- 3.1 The Class Members of the Caledonia Business Class include the businesses set out in Schedule "B" hereto.
- 3.2 The Administrator shall make its best efforts to provide Class Members with a Business Application by November 30, 2011.
- 3.3 The Administrator shall receive and review Business Applications in accordance with Part 8 of this Plan.
- 3.4 An Applicant shall qualify as a Class Member if the Applicant establishes to the satisfaction of the Administrator that the Applicant falls within the definition set out in subparagraph 1.1.6.
- 3.5 Class Members shall be compensated for their economic loss during the period February 28, 2006 to December 31, 2009 in an amount as determined by the Administrator on the basis of a successful Business Application adjudicated in accordance with this Plan.

#### Payment – Options 1, 2 and 3

##### *Options 1 and 2*

- 3.6 On or before February 28, 2012, the Administrator shall authorize a payment by Class Counsel out of the Caledonia Business Class Fund to Class Members ("qualifying Class Members") whose Business Applications, accompanied by a duly executed Release, are postmarked no later than January 15, 2012, are made pursuant to Options 1 or 2 as provided in the Business Application and are approved by the Administrator following adjudication. Payment by Class Counsel shall be made on or before March 31, 2012.
  - 3.6.1 In the case of a Business Application pursuant to Option 1, the payment shall be in the amount of \$5,000.
  - 3.6.2 In the case of a Business Application pursuant to Option 2, the payment shall be the lesser of the claim, net of Collateral Benefits, as approved following adjudication and \$25,000.

*Option 3*

- 3.7 On or before May 15, 2012, the Administrator shall authorize payment by Class Counsel out of the Caledonia Business Class Fund to the Class Members ("qualifying Class Members") whose Business Applications, accompanied by a duly executed Release, are postmarked no later than March 31, 2012, are made pursuant to Option 3 as provided in the Business Application and are accepted by the Administrator following adjudication. The payment shall be the lesser of the claim, net of Collateral Benefits, as approved following adjudication and \$25,000. Payment by Class Counsel shall be made on or before June 30, 2012.

Surplus Payment – Options 2 and 3

- 3.8 On or before May 31, 2012, the Administrator shall authorize, out of any surplus in the Caledonia Business Class Fund following the payments described in subparagraphs 3.6.2 and 3.7, one or more surplus payments in tranches of \$25,000 (or such lesser amount, as determined by the Administrator, as will exhaust the Caledonia Business Class Fund) to qualifying Class Members under Options 2 and 3 in the lesser of the amount of the tranche and the unpaid balance, if any, of the qualifying Class Members' claims, net of Collateral Benefits and the initial and any prior surplus payments, subject always to a maximum claim, inclusive of Collateral Benefits and the initial and any surplus payments, of \$100,000. Payment by Class Counsel shall be made on or before June 30, 2012.
- 3.9 In the event of a surplus in the Caledonia Business Class Fund following the payments provided in subparagraph 3.8, the Administrator may authorize further payments pursuant to sub-paragraph 3.8 on the basis of an increase in the maximum claim, inclusive of Collateral Benefits and the initial and any surplus payments, from \$100,000 in tranches of \$25,000 (or such lesser amount, as determined by the Administrator, as will exhaust the Caledonia Business Class Fund), until the claims of qualifying Class Members under Options 2 and 3 are paid in full or the Caledonia Business Class Fund is exhausted.

**4. HIGHWAY 6 CLASS**

- 4.1 The Class Members of the Highway 6 Class include the businesses set out in Schedule "B" hereto.
- 4.2 The Administrator shall make its best efforts to provide Class Members with a Business Application by November 30, 2011.
- 4.3 The Administrator shall receive and review Applications in accordance with Part 8 below.
- 4.4 An Applicant shall qualify as a Class Member if the Applicant establishes to the satisfaction of the Administrator that the Applicant falls within the definition set out in subparagraph 1.1.22.
- 4.5 Class Members shall be compensated for their economic loss during the period February 28, 2006 to December 31, 2009 in an amount as determined by the Administrator on the basis of a successful Business Application adjudicated in accordance with this Plan.

Initial Payment – Options 1, 2 and 3

*Options 1 and 2*

- 4.6 On or before February 28, 2012, the Administrator shall authorize a payment by Class Counsel out of the Highway 6 Class Fund to Class Members ("qualifying Class Members") whose Business Applications, accompanied by a duly executed Release, are postmarked no later than January 15, 2012, are made pursuant to Options 1 or 2 as provided in the Business Application and are approved by the Administrator following adjudication. Payment by Class Counsel will be made on or before March 31, 2012.

- 4.6.1 In the case of a Business Application pursuant to Option 1, the payment shall be in the amount of \$5,000.
- 4.6.2 In the case of a Business Application pursuant to Option 2, the payment shall be the lesser of the lesser of the claim, net of Collateral Benefits, as approved following adjudication and \$25,000.

*Option 3*

- 4.7 On or before May 15, 2012, the Administrator shall authorize payment by Class Counsel out of the Highway 6 Class Fund to the Class Members ("qualifying Class Members") whose Business Applications, accompanied by a duly executed Release, are postmarked no later than March 31, 2012, are made pursuant to Option 3 as provided in the Business Application and are accepted by the Administrator following adjudication. The payment shall be the lesser of the claim as adjudicated, net of Collateral Benefits, and \$25,000. Payment by Class Counsel will be made on or before June 30, 2012. Payment by Class Counsel shall be made on or before June 30, 2012.

Surplus Payment – Options 2 and 3

- 4.8 On or before May 31, 2012, the Administrator shall authorize, out of any surplus in the Highway 6 Class Fund following the payments described in subparagraphs 4.6.2 and 4.7, one or more surplus payments in tranches of \$25,000 (or such lesser amount, as determined by the Administrator, as will exhaust the Highway 6 Class Fund) to qualifying Class Members under Options 2 and 3 in the lesser of the amount of the tranche and the unpaid balance, if any, of the qualifying Class Members' claims, net of Collateral Benefits and the initial and any prior surplus payments, subject always to a maximum claim, inclusive of Collateral Benefits and the initial and any surplus payments, of \$100,000. Payment by Class Counsel shall be made on or before June 30, 2012.
- 4.9 In the event of a surplus in the Highway 6 Class Fund following the payments provided in sub-paragraph 4.8, the Administrator may authorize further payments pursuant to sub-paragraph 4.8 on the basis of an increase in the maximum claim, inclusive of Collateral Benefits and the initial and any surplus payments, from \$100,000 in tranches of \$25,000 (or such lesser amount, as determined by the Administrator, as will exhaust the Highway 6 Class Fund), until the claims of qualifying Class Members under Options 2 and 3 are paid in full or the Highway 6 Class Fund is exhausted.

**5. CONTRACTORS CLASS**

- 5.1 The Class Members of the Contractors Class include the businesses set out in Schedule "C" attached.
- 5.2 For the purpose of identifying additional Class Members, Class Counsel shall cause to be published in the *Regional News This Week* as soon as practicable following the approval of this Plan an advertisement in the form set out in Schedule "F".
- 5.3 The Administrator shall make its best efforts to provide Class Members with a Contractors Application by November 30, 2011.
- 5.4 The Administrator shall receive and review Contractors Applications in accordance with Part 8 below.
- 5.5 An Applicant shall qualify as a Class Member if the Contractors Application establishes to the satisfaction of the Administrator that the Applicant falls within the definition set out in subparagraph 1.1.17.
- 5.6 Class Members shall be compensated for their contractual loss resulting from the frustration of their contracts to provide services or supplies by the occupation of the Douglas Creek Estates, in an amount as

determined by the Administrator on the basis of a successful Contractors Application approved following adjudication in accordance with this Plan.

Payment

- 5.7 On or before May 15, 2012, the Administrator shall authorize payment by Class Counsel out of the Contractors Class Fund to Class Members ("qualifying Class Members") whose Contractors Applications, accompanied by a duly executed Release, are postmarked no later than March 31, 2012, and are accepted by the Administrator following adjudication, in the lesser of the amount claimed, net of Collateral Benefits, and \$25,000. Payment by Class Counsel shall be made on or before June 30, 2012.

Surplus Payment(s)

- 5.8 On or before May 31, 2012, the Administrator shall authorize, out of any surplus in the Contractors Class Fund following the initial payment described in subparagraph 5.7, one or more surplus payments in tranches of \$25,000 (or such lesser amount, as determined by the Administrator, as will exhaust the Contractors Class Fund), to qualifying Class Members in the lesser of the amount of the tranche and the unpaid balance, if any, of the qualifying Class Members' claims, net of Collateral Benefits and the initial and any prior surplus payments, subject always to a maximum claim, inclusive of Collateral Benefits and the initial and any surplus payments, of \$100,000. Payment by Class Counsel shall be made on or before June 30, 2012.
- 5.9 In the event of a surplus in the Contractors Class Fund following the payments provided in sub-paragraph 5.8, the Administrator may authorize further payments pursuant to sub-paragraph 5.8 on the basis of an increase in the maximum claim, inclusive of Collateral Benefits and the initial and any surplus payments, from \$100,000 in tranches of \$25,000 (or such lesser amount, as determined by the Administrator, as will exhaust the Contractors Class Fund), until the claims of qualifying Class Members are paid in full or the Contractors Class Fund is exhausted.

**6. PROPERTY OCCUPIERS CLASS**

- 6.1 The Class Members of the Property Occupiers Class are those persons who occupied, with the consent of the registered title holder or lessee, the properties set out in Schedule "D" during the Occupation Period.
- 6.2 For the purpose of identifying Class Members, the Administrator shall cause a title search to be done at the Land Registry Office Haldimand (No. 18) at Cayuga, Ontario to identify the registered title holder(s) for each of the properties listed in Schedule "E" during the Occupation Period.
- 6.3 The Administrator shall make its best efforts to provide the registered title holder(s) described in subparagraph 6.2 with a Property Occupiers Application by November 30, 2011.
- 6.4 The Administrator may solicit and rely upon the representation of the registered title holder(s) described in subparagraph 6.2 as to the identity of any lessee(s) of the relevant property during the Occupation Period and shall make its best efforts to provide such identified lessee(s) with a Property Occupiers Application as soon as practicable.
- 6.5 The Administrator shall receive and review submitted Property Occupiers Applications in accordance with Part 8 below.
- 6.6 Class Members shall be compensated for impacts experienced on a per property basis and not *per capita*, in an amount determined by the Administrator by reference to the compensation factor for the relevant property as listed in Schedule "E", on the basis of a successful Property Occupiers Application adjudicated in accordance with this Plan.

- 6.7 For the purpose of adjudicating a Property Occupiers Application, the Administrator may solicit and rely upon the undertaking of the Applicant to share equitably any compensation awarded pursuant to subparagraph 6.6 with other Class Members with whom such Applicant shared occupancy of the property that is the subject of the Property Occupiers Application.
- 6.8 Where a successful Applicant occupied the property from February 28, 2006 continuously throughout the Occupation Period, the Applicant shall be entitled to receive compensation calculated using 100% of the factor for the relevant property as set out in Schedule "E".
- 6.9 Where a successful Applicant occupied the property from February 28, 2006 until at least July 4, 2006, the Applicant shall be entitled to receive compensation calculated using 90% of the factor for the relevant property as set out in Schedule "E".
- 6.10 Where a successful Applicant occupied the property from February 28, 2006 until at least June 4, 2006, the Applicant shall be entitled to receive compensation calculated using 85% of the factor for the relevant property as set out in Schedule "E".
- 6.11 Where a successful Applicant occupied the property from February 28, 2006 until at least April 20, 2006, the Applicant shall be entitled to receive compensation calculated using 50% of the factor for the relevant property as set out in Schedule "E".
- 6.12 For greater certainty, the payments provided for in subparagraphs 6.8, 6.9, 6.10 and 6.11 are payable in the alternative and not in the aggregate.
- 6.13 On or before February 28, 2012, the Administrator shall authorize an initial payment out of the Property Occupiers Class Fund to Applicants whose Property Occupiers Applications, accompanied by a duly executed Release, are postmarked no later than January 15, 2012, and are accepted by the Administrator following adjudication. Payment by Class Counsel shall be made on or before March 31, 2012.
- 6.14 On or before May 31, 2012, the Administrator shall authorize, out of any surplus in the Property Occupiers Class Fund following the initial payments described in subparagraph 6.13, a further *pro rata* payment to the Applicants described in subparagraph 6.13. Payment by Class Counsel shall be made on or before June 30, 2012.

## **7. COMPENSATION ELIGIBILITY AND COVERAGE**

- 7.1 An Estate may apply for any compensation the Class Member could have applied for, but for his or her death.

## **8. PROCESS FOR DETERMINING COMPENSATION**

### **8.1 Application**

- 8.1.1 An Applicant who wishes to apply for compensation shall do so by submitting an Application to the Administrator.

### **8.2 Supporting Documentation and Information**

- 8.2.1 The Application is designed to provide to the Administrator with the information necessary to adjudicate the claim. However, the Administrator may, in its discretion, audit an Application and for that purpose require supporting documentation, including receipts, income, financial and other information that the Administrator in its discretion considers relevant to the adjudication of the claim.

8.2.2 For the purpose of the audit referred to in subparagraph 8.2.1, the Administrator may require an Applicant to complete a consent form authorizing the Administrator to obtain the documents information directly from third parties.

8.3 Consents Regarding Personal Information

8.3.1 An Applicant shall consent to his or her personal information being released to the Administrator.

8.3.2 Where an Application is made on behalf of a deceased person, the Applicant shall provide the consent of the deceased person's personal representative.

8.3.3 Where an Application is made on behalf of a person under a power of attorney, the Applicant shall provide the consent of the individual's attorney.

8.3.4 Where an Application is made on behalf of an individual (not a minor under the age of 18) who has a guardian, the Applicant shall provide the consent of the guardian.

8.4 Adjudication

8.4.1 The Administrator shall adjudicate each Application in accordance with the provisions of this Plan.

8.4.2 The adjudication will be independent of Ontario.

8.4.3 The Administrator shall not undertake the adjudication until all required proof is submitted to the satisfaction of the Administrator.

8.5 Proof of Claims and Standard of Review of Application

8.5.1 In undertaking an adjudication, the Administrator shall determine, on a balance of probabilities, whether:

8.5.1.1 the Applicant is a Class Member; and

8.5.1.2 the Applicant is entitled to compensation under the Plan.

8.5.2 The Administrator may determine that an Applicant is a Class Member although the Applicant is not listed in the attached Schedules, provided that the Administrator is satisfied on a balance of probabilities that the Applicant falls within the definition of the relevant Class as set out in Part 1 of this Plan.

8.6 Compensation Determination

8.6.1 In undertaking an adjudication, the Administrator shall determine whether compensation is payable in accordance with this Plan and, if so, in what amount. The Administrator will communicate its decision to the Applicant in the form of a Compensation Determination. If the Administrator determines that compensation is not payable, the Administrator will also provide Reasons in writing for its determination, which may where appropriate be in a standard form.

8.7 Response to Compensation Determination

8.7.1 *Where No Right of Appeal*

8.7.1.1 In the case of:

8.7.1.1.1 a Business Application made pursuant to Option 1 or Option 2, as those options are described in Appendix 1, or

8.7.1.1.2 a Property Occupiers Application,

the determination of the Administrator as set out in the Compensation Determination is final and is not subject to review or appeal.

8.7.2 *Where a Right of Appeal for Reconsideration*

8.7.2.1 In the case of:

8.7.2.1.1 a Business Application under Option 3 as that option is described in Appendix 1, or

8.7.2.1.2 a Contractors Application,

the Applicant may, in response to the determination of the Administrator as set out in the Compensation Determination:

8.7.2.1.3 accept the award of compensation as provided in the Compensation Determination by delivering to the Administrator an appropriately completed Response, accompanied by a duly executed Release; or

8.7.2.1.4 reject the award of compensation or the denial of compensation as provided in the Compensation Determination and appeal for reconsideration of the Application, by delivering to the Administrator an appropriately completed Response.

8.7.3 *Deadline for Appeals*

8.7.3.1 The deadline for appeals is thirty (30) days following the date of the Compensation Determination. A Response requesting an appeal postmarked after that date shall be of no effect and the decision of the Administrator shall be deemed final.

8.7.4 *Appeal Procedure*

8.7.4.1 The appeal shall be undertaken by a Panel of three Administrators and shall not include the Administrator whose determination is the subject of the appeal.

8.7.4.2 The Panel shall review the Application, Compensation Determination and, where applicable, Reasons. The Panel may approve or vary the amount awarded in the Compensation Determination. In making its determination the Panel has the same authority as the Administrator whose determination is the subject of the appeal.

8.7.4.3 The determination of the Panel following is final and binding and not subject to review or appeal.

8.7.5 *Reserve*

8.7.5.1 In the event of one or more appeals and for the purpose of ensuring the availability of funding, the Administrator, in consultation with Class Counsel, shall authorize the establishment of a reserve fund in respect of the amount that could be awarded as a result of the appeal(s), and the reserve fund shall be deducted from the Settlement Sum otherwise available for distribution and deposited into a separate interest bearing trust account pending the outcome of the appeal(s).

8.7.6 *Further Comfort*

8.7.6.1 In the event of one or more appeals and in order to ensure the availability of funding of compensation awarded pursuant to this Plan, the Administrator may:

8.7.6.1.1 in establishing the reserve fund provided for in sub-paragraph 8.7.5.1, consult with legal, accounting and actuarial experts, whose fees and disbursements shall be paid out of the Settlement Sum;

8.7.6.1.2 notwithstanding any other provision in this Plan, direct Class Counsel to reduce or suspend compensation payments; and

8.7.6.1.3 take such other steps to preserve the integrity of this Plan as it may in its discretion deem appropriate.

9. **NO ADMISSION OF LIABILITY**

9.1 Neither the establishment of this Plan nor the payment of any compensation under this Plan constitutes an admission of liability by Ontario or any Certified Defendant.

10. **CONFIDENTIALITY OF INFORMATION**

10.1 Any information created or obtained by any person, organization or governmental body involved in administering this Plan is confidential and, except as required by law, shall be used and disclosed only for the purpose of administering this Plan.

11. **RETENTION AND DISPOSAL OF RECORDS**

11.1 The Administrator will retain the information created, compiled or obtained in the course of administration of this Plan as the Judge may direct.

11.2 On the termination of this Plan, all documents collected or compiled in the course of the administration of this Plan shall be disposed of as the Judge may direct.

12. **APPLICATION DEADLINE**

12.1 The deadline for Applications under this Plan is March 31, 2012. Applications submitted after the deadline will not be considered.

13. **TERMINATION OF THIS PLAN**

13.1 This Plan shall terminate on a date to be ordered by the Judge.

14. **OPT-OUTS AND RELEASES ALREADY GIVEN**

14.1 Any Class Member who has opted out of the Class Action or signed a release in favour of the Certified Defendants with respect to any claim that is the subject of the Class Action shall be precluded from making an Application under this Plan, unless in the latter case the release otherwise provides.

15. **RELEASE EFFECTIVE UPON PAYMENT**

15.1 As part of an Application, an Applicant may be required to submit a duly executed Release that will be deemed to be submitted in escrow and will be released from escrow upon payment to the Applicant.

**16. COLLATERAL BENEFITS**

16.1 If an Applicant is entitled to compensation under this Plan and has received compensation under:

16.1.1 the Business Recovery Program that was available to businesses in Haldimand County, funded by the Government of Ontario and administered by the County of Haldimand, or,

16.1.2 the Financial Assistance Program that was available to property owners adjacent to the Douglas Creek Estates and was administered by the Ministry of Municipal Affairs;

the amounts received by the Applicant under either plan ("Collateral Benefits") shall be deducted from the compensation to which the Applicant is otherwise entitled under this Plan.

**17. SURPLUS SETTLEMENT FUNDS**

17.1 If, after the completion of the administration of this Plan there are settlement funds remaining, such surplus funds shall be repaid to Ontario.

**18. APPOINTMENT AND SUPERVISION OF THE ADMINISTRATOR**

18.1 The Judge shall have the power to appoint and replace the Administrator as may be necessary for the proper administration and operation of the Plan.

18.2 For the purpose of appointing the Administrator, the judge shall review and approve the Administrator's budget and the Administrator's Agreement. For greater certainty, approval of the Administrator's budget and Agreement shall constitute approval of the Administrator's fee and fee payment schedule as set out in the Agreement.

18.3 Following its appointment, the Administrator shall administer this Plan and shall report to the Judge in a manner that the Judge directs.

18.4 The Judge may appoint an auditor and order an audit of the records of the Administrator relating to the administration of this Plan, the costs of which shall be paid out of the Settlement Sum. In the event of an audit, the Administrator shall establish a reserve in respect of the related costs by analogy to subparagraph 8.75 and may take other steps by analogy to subparagraph 8.76 to ensure the availability of funding of compensation awards made pursuant to this Plan.

**19. ADMINISTRATION OF THIS PLAN**

19.1 The Judge may make such order as the Judge considers necessary for the due operation and administration of this Plan, upon notice to the Administrator, Class Counsel and the Crown.

19.2 The Administrator, Class Counsel or the Crown may apply to the Judge for directions concerning the due operation and administration of this Plan, including the determination of eligibility and the adjudication of Applications, at any time.

19.3 The Judge may appoint an assistant, whose costs as fixed by the Judge shall be paid out of the Settlement Sum. In the event of such an appointment, the Administrator shall establish a reserve in respect of the costs of the assistant by analogy to subparagraph 8.75 and may take other steps by analogy to subparagraph 8.76 to ensure the availability of funding of compensation awards made pursuant to this Plan.

20. **AMENDMENT OF THIS PLAN**

21.1 This Plan may be amended by order of the Judge, in accordance with the provisions of the *Class Proceedings Act, 1992*, on notice to the Administrator, Class Counsel and the Crown.

**SCHEDULE "A"**

**LIST OF CALEDONIA BUSINESS CLASS MEMBERS**

| <b>No.</b> | <b>Business</b>                                | <b>Address</b>            | <b>City</b> | <b>Province</b> | <b>Postal Code</b> |
|------------|--|---------------------------|-------------|-----------------|--------------------|
| 1          | AA Jones Optical                               | 245 Argyle St. S.         | Caledonia   | Ontario         | N3W 1K7            |
| 2          | Abbey's Appliance Repair Services              | 4-4 Caithness St. W.      | Caledonia   | Ontario         | N3W 1B9            |
| 3          | AFP Wealth Management                          | 2-41 Caithness St. W.     | Caledonia   | Ontario         | N3W 2J2            |
| 4          | Dr. James Aldridge                             | 322 Argyle St. S.         | Caledonia   | Ontario         | N3W 1K8            |
| 5          | All-Inclusive Fishing & Cruising Charters Inc. | 45 Caithness St. E.       | Caledonia   | Ontario         | N3W 1L5            |
| 5          | Ancaster Conveying Systems Ltd.                | 611 Argyle St. N.         | Caledonia   | Ontario         | N3W 1M1            |
| 6          | Bank of Montreal                               | 322 Argyle St. S.         | Caledonia   | Ontario         | N3W 1K8            |
| 7          | BB Gas & Convenience & Car Wash                | 115 Argyle St. S.         | Caledonia   | Ontario         | N3W 1J1            |
| 8          | The Beer Store                                 | 272 Argyle St. S.         | Caledonia   | Ontario         | N3W 1K7            |
| 9          | Benedict & Ferguson                            | 322 Argyle St. S.         | Caledonia   | Ontario         | N3W 1K8            |
| 10         | BJ's Distributing                              | 4 Burke Dr.               | Caledonia   | Ontario         | N3W 1C3            |
| 11         | BMD Racing & Fabricating                       | 127 Argyle St. S., Unit 4 | Caledonia   | Ontario         | N3W 1J1            |
| 12         | Body Waves Fitness Ltd.                        | 322 Argyle St. S.         | Caledonia   | Ontario         | N3W 1K8            |
| 13         | Brian's Auto Service                           | 80 Argyle St. N.          | Caledonia   | Ontario         | N3W 1B9            |
| 14         | Business Management Support Services           | 84 Argyle St. N.          | Caledonia   | Ontario         | N3W 1B9            |
| 15         | Caledonia Auto Sales & Service                 | 351 Argyle St. S.         | Caledonia   | Ontario         | N3W 1K7            |
| 16         | Caledonia Auto Supply                          | 172 Argyle St. N.         | Caledonia   | Ontario         | N3W 2J7            |
| 17         | Caledonia Bait & Tackle                        | 192 Caithness St. W.      | Caledonia   | Ontario         | N3W 1B2            |
| 18         | Caledonia Convenience                          | 307 Argyle St. S.         | Caledonia   | Ontario         | N3W 1K7            |
| 19         | Caledonia Exhaust & Rad                        | 221 Argyle St. N.         | Caledonia   | Ontario         | N3W 1K9            |
| 20         | Caledonia Foto Source                          | 345 Argyle St. S.         | Caledonia   | Ontario         | N3W 1L8            |
| 21         | Caledonia Music Centre                         | 248 Argyle St. S.         | Caledonia   | Ontario         | N3W 1K7            |
| 22         | Caledonia Studio of Dance                      | 11 Argyle St. N.          | Caledonia   | Ontario         | N3W 1B6            |
| 23         | Caledonia Taxi/ Mr. J's Taxi                   | 23 Balmoral Crt.          | Caledonia   | Ontario         | N3W 1E6            |
| 24         | Caledonia Veterinary Clinic                    | 248 Argyle St. S.         | Caledonia   | Ontario         | N3W 1K7            |
| 25         | Caledonia Video                                | 172 Argyle St. N.         | Caledonia   | Ontario         | N3W 2J7            |
| 26         | Canadian Tire Associate Store                  | 365 Argyle St. S.         | Caledonia   | Ontario         | N3W 1Z2            |
| 27         | Carquest Auto Parts Stores                     | 282 Argyle St. S.         | Caledonia   | Ontario         | N3W 1K8            |
| 28         | Castle Coin Laundry                            | 131 Argyle St. S.         | Caledonia   | Ontario         | N3W 1J1            |

|    |                                      |                                     |           |         |         |
|----|--------------------------------------|-------------------------------------|-----------|---------|---------|
| 29 | Cayuga Mutual Fire Insurance Company | 86 Argyle St. N.                    | Caledonia | Ontario | N3W 1B9 |
| 30 | Cedarlace Lane Gifts & Crafts        | 20 Argyle St. N.                    | Caledonia | Ontario | N3W 1B6 |
| 31 | Chan's Good Food Restaurant          | 68 Argyle St. N.                    | Caledonia | Ontario | N3W 1B9 |
| 32 | CIBC                                 | 31 Argyle St. N.                    | Caledonia | Ontario | N3W 1B6 |
| 33 | Cindora Automotive Sales             | 1 Alabastine Ave.                   | Caledonia | Ontario | N3W 1K9 |
| 34 | The Coach House Gift Shoppe          | 39 Argyle St. N.<br>P.O. Box 2064   | Caledonia | Ontario | N3W 2G6 |
| 35 | Cornerstone Tap & Grill              | 40 Argyle St. N.                    | Caledonia | Ontario | N3W 1B8 |
| 36 | Cuff n Link Jewellers                | 46 Argyle St. N.                    | Caledonia | Ontario | N3W 1B8 |
| 37 | Dairy Queen                          | 232 Argyle St. S.                   | Caledonia | Ontario | N3W 1K8 |
| 38 | Dew Drop Inn                         | 282 Argyle St. S.                   | Caledonia | Ontario | N3W 1K7 |
| 39 | Don's Barber Shop                    | 15 Argyle St. N.                    | Caledonia | Ontario | N3W 1B6 |
| 40 | Dostal IDA Pharmacy                  | 245 Argyle St. S.                   | Caledonia | Ontario | N3W 1K7 |
| 41 | Econo Tech Auto                      | 221 Argyle St. N.                   | Caledonia | Ontario | N3W 1K9 |
| 42 | Edwards Designs Inc.                 | 1812 Hwy 54                         | Caledonia | Ontario | N3W 1W3 |
| 43 | Ray C Edwards Realty                 | 1464 Hwy 54                         | Caledonia | Ontario | N3W 1V8 |
| 44 | Michael Evers Financial Services     | 139 Argyle St. N.,<br>P.O. Box 2106 | Caledonia | Ontario | N3W 2G6 |
| 45 | Facets Jewellery & Gifts             | 245 Argyle St. S.                   | Caledonia | Ontario | N3W 1K7 |
| 46 | Family Dental Services Ltd.          | 45 Caithness St. E.                 | Caledonia | Ontario | N3W 15  |
| 47 | Farm Mutual Financial Services       | 127 Argyle St. S.                   | Caledonia | Ontario | N3W 1J1 |
| 48 | First Choice Hair Cutters            | 263 Argyle St. S.                   | Caledonia | Ontario | N3W 1K7 |
| 49 | Dr. Richard E. Fox                   | 45 Caithness St. E.,<br>Suite 1     | Caledonia | Ontario | N3W 1L5 |
| 50 | FunTrek Tours/Lil's Ceramics         | 70 Argyle St. N.                    | Caledonia | Ontario | N3W 1B9 |
| 51 | Gallery Framing & Photo              | 17 Argyle St. N.                    | Caledonia | Ontario | N3W 1B6 |
| 52 | Godfather Pizza & Subs               | 322 Argyle St. S.                   | Caledonia | Ontario | N3W 1K8 |
| 53 | Gord's                               | 451 Argyle St. S.                   | Caledonia | Ontario | N3W 1Z2 |
| 54 | James Gordon & Sons Lumber           | 651 Hwy 6<br>P.O. Box 2085          | Caledonia | Ontario | N3W 2G6 |
| 55 | Gourmet Pet Treats Inc.              | 290 Argyle St. N.                   | Caledonia | Ontario | N3W 1K9 |
| 56 | Gowling & Associates                 | 204-11 Argyle St. N.                | Caledonia | Ontario | N3W 1B6 |
| 57 | Grand Chow Mein House & Tavern       | 22 Argyle St. N.                    | Caledonia | Ontario | N3W 1B6 |
| 58 | Grand Erie Business Centre           | 11 Argyle St. N.,<br>Suite 207      | Caledonia | Ontario | N3W 1B6 |

|    |   |                                       |           |         |         |
|----|---|---------------------------------------|-----------|---------|---------|
| 59 | Grand River Florist                         | 18 Argyle St. N.                      | Caledonia | Ontario | N3W 1B7 |
| 60 | Grand River Gallery                         | 52 Argyle St. N.                      | Caledonia | Ontario | N3W 1B9 |
| 61 | Grand River Home Hardware                   | 169 Argyle St. S.                     | Caledonia | Ontario | N3W 1J1 |
| 62 | Grand River Sachem                          | 3 Sutherland St. W.                   | Caledonia | Ontario | N3W 1C1 |
| 63 | Grand River Veterinary Hospital             | 228 Argyle St. N.                     | Caledonia | Ontario | N3W 1K9 |
| 64 | Grand Valley Models Ltd.                    | 39 Argyle St. N.                      | Caledonia | Ontario | N3W 2G6 |
| 65 | Grandview Home & Building Inspections       | 1204 Hwy 54                           | Caledonia | Ontario | N3W 2G9 |
| 66 | Greg Chadd Marketing                        | 245 Argyle St. S.                     | Caledonia | Ontario | N3W 1K7 |
| 67 | H & R Block/Upper Canada Group              | 37 Caithness St. E.                   | Caledonia | Ontario | N3W 2G6 |
| 68 | Hald-Nor Community Credit Union Ltd.        | 22 Caithness St. E.,<br>P.O. Box 2135 | Caledonia | Ontario | N3W 2G6 |
| 69 | Haldimand House Gift Shoppe, Beanery & Café | 22 Argyle St. S.,<br>P.O. Box 2041    | Caledonia | Ontario | N3W 2G6 |
| 70 | Haldimand Insurance Brokers Ltd.            | 5 Caithness St. W.                    | Caledonia | Ontario | N3W 1B7 |
| 71 | Haldimand Massage Therapy                   | 11 Argyle St. N.,<br>Suite 201        | Caledonia | Ontario | N3W 1B6 |
| 72 | Hasty Market                                | 263 Argyle St. S.                     | Caledonia | Ontario | N3W 1K7 |
| 73 | Julie Henning, CA                           | 41 Caithness St. W.,<br>Unit 2        | Caledonia | Ontario | N3W 2J2 |
| 74 | Home 'N Hearth Craftworks                   | 37 Argyle St. N.                      | Caledonia | Ontario | N3W 1B8 |
| 75 | Hoppe's New Wave Pool & Spa Service         | 265 Argyle St. N.,<br>Unit 3          | Caledonia | Ontario | N3W 1K9 |
| 76 | Injury Rehabilitation Centre                | 245 Argyle St. S.                     | Caledonia | Ontario | M3W 1K7 |
| 77 | Jester Marketing Inc.                       | 290 Argyle St. N.                     | Caledonia | Ontario | N3W 1K9 |
| 78 | A E Jones Bakery                            | 26 Argyle St. N.                      | Caledonia | Ontario | N3W 1B7 |
| 79 | Jumbo Convenience                           | 172 Argyle St. N.                     | Caledonia | Ontario | N3W 2J7 |
| 80 | KFC Kentucky Fried Chicken                  | 322 Argyle St. S.                     | Caledonia | Ontario | N3W 1K8 |
| 81 | Knock on Wood                               | 159 Argyle St. N.                     | Caledonia | Ontario | N3W 1K9 |
| 82 | Lameque Quality Group                       | 4 Caledonia Dr.                       | Caledonia | Ontario | N3W 1H2 |
| 83 | Lasting Impressions Hair Design             | 4 Argyle St. N.                       | Caledonia | Ontario | N3W 1B6 |
| 84 | Lawrence's Sporting Goods                   | 5-282 Argyle St. S.                   | Caledonia | Ontario | N3W 1K8 |
| 85 | LCBO Store                                  | 309 Argyle St. S.                     | Caledonia | Ontario | N3W 1K7 |
| 86 | Letro-Net Canada Limited                    | 595 Argyle St. N.                     | Caledonia | Ontario | N3W 1M1 |
| 87 | Lisa Unlimited                              | 53 Argyle St. N.                      | Caledonia | Ontario | N3W 1B8 |
| 88 | M&M Meat Shops Ltd.                         | 345 Argyle St. S.                     | Caledonia | Ontario | N3W 1L8 |

|     |  |                     |           |         |         |
|-----|--|---------------------|-----------|---------|---------|
| 89  | MacDonald Real Estate Ltd.                     | 245 Argyle St. S.   | Caledonia | Ontario | N3W 1K7 |
| 90  | McDonald Restaurants                           | 282 Argyle St. S.   | Caledonia | Ontario | N3W 1K8 |
| 91  | Miller Funeral Chapel Ltd.                     | 29 Cayuga St. N.    | Caledonia | Ontario | N3W 1B7 |
| 92  | Mister Beer U Brew (Caledonia) Inc.            | 265 Argyle St. N.   | Caledonia | Ontario | N3W 1K9 |
| 93  | Molly's Back Porch                             | 14 Argyle St. N.    | Caledonia | Ontario | N3W 1B6 |
| 94  | Nick's Pizzeria & Sandwich Place               | 307 Argyle St. S.   | Caledonia | Ontario | N3W 1K7 |
| 95  | North Wind Equipment Sales                     | 290 Argyle St. N.   | Caledonia | Ontario | N3W 1K9 |
| 96  | Only Deals                                     | 322 Argyle St. S.   | Caledonia | Ontario | N3W 1K8 |
| 97  | Only One Dollar                                | 282 Argyle St. S.   | Caledonia | Ontario | N3W 1K8 |
| 98  | Outlooks Landscape & Design                    | 220 MacCrae Dr.     | Caledonia | Ontario | N3W 1K6 |
| 99  | Patrick's Hair Design Esthetics & Tanning      | 282 Argyle St. S.   | Caledonia | Ontario | N3W 1K8 |
| 100 | Personal Care Clinic                           | 245 Argyle St. S.   | Caledonia | Ontario | N3W1K7  |
| 101 | Pioneer Petroleum Gas Bar                      | 83 Argyle St. N.    | Caledonia | Ontario | N3W 1B8 |
| 102 | Douglas L. Plank, Chartered Accountant         | 6 Caithness St. W.  | Caledonia | Ontario | N3W 1C1 |
| 103 | Pressmens-Hastings Printing Ltd.               | 71 Argyle St. N.    | Caledonia | Ontario | N3W 1B8 |
| 104 | Promark Motorsport International Inc./Raceline | 172 Argyle St. N.   | Caledonia | Ontario | N3W 2J7 |
| 105 | Quik Computer Inc.                             | 322 Argyle St. S.   | Caledonia | Ontario | N3W 1K8 |
| 106 | The Regional News - This Week                  | 345 Argyle St. S.   | Caledonia | Ontario | N3W 1L8 |
| 107 | Riverside Travel                               | 45 Caithness St. E. | Caledonia | Ontario | N3W 1L5 |
| 108 | Mike Rowell RMT                                | 14 Caithness St. E. | Caledonia | Ontario | N3W 1L4 |
| 109 | Royal LePage MacDonald Real Estate             | 245 Argyle St. S.   | Caledonia | Ontario | N3W 1K7 |
| 110 | Ruffin's Pet Centre                            | 282 Argyle St. S.   | Caledonia | Ontario | N3W 1K8 |
| 111 | Salvation Army Thrift Store                    | 11 Argyle St. N.    | Caledonia | Ontario | N3W 1B6 |
| 112 | Dennis Searles Chevrolet Oldsmobile Ltd.       | 160 Argyle St. S.   | Caledonia | Ontario | N3W 1K7 |
| 113 | Sears Canada Inc. Catalogue Store              | 282 Argyle St. S.   | Caledonia | Ontario | N3W 1K8 |
| 114 | Signs Now                                      | 265 Argyle St. N.   | Caledonia | Ontario | N3W 1K9 |
| 115 | Simply Supreme Fries                           | 172 Argyle St. N.   | Caledonia | Ontario | N3W 2J7 |
| 116 | Slack Lumber & Supplies Ltd.                   | 172 Argyle St. N.   | Caledonia | Ontario | N3W 2J7 |
| 117 | Something More                                 | 21 Argyle St. N.    | Caledonia | Ontario | N3W 1B6 |
| 118 | Spratt's Food & Dollar Store                   | 55 Argyle St. N.    | Caledonia | Ontario | N3W 1B8 |
| 119 | St. George Arms                                | 345 Argyle St. S.   | Caledonia | Ontario | N3W 1L8 |
| 120 | Stan's Subs                                    | 307 Argyle St. S.   | Caledonia | Ontario | N3W 1K7 |
| 121 | Sterling Motors Caledonia                      | 221 Argyle St. S.   | Caledonia | Ontario | N3W 1K7 |
| 122 | Subway Sandwiches & Salads                     | 345 Argyle St. S.   | Caledonia | Ontario | N3W 1L8 |
| 123 | Suncoast Real Estate Services Inc.             | 22 Argyle St. S.    | Caledonia | Ontario | N3W 2G7 |

|     |                                      |  |           |         |         |
|-----|--------------------------------------|--|-----------|---------|---------|
| 124 | Sunwaves Tanning                     | 322 Argyle St. S.                      | Caledonia | Ontario | N3W 1K8 |
| 125 | Sutton Group/Innovative Realty       | 166 Renfrew St. E.                     | Caledonia | Ontario | N3W 1E9 |
| 126 | The New You Hair & Esthetics Salon   | 127 Argyle St. S.                      | Caledonia | Ontario | N3W 1J1 |
| 127 | The Oasis Classic Food Co. Inc.      | 22 Argyle St. S.,<br>P.O. Box 2041     | Caledonia | Ontario | N3W 2G6 |
| 128 | This 'N' That                        | 269 Argyle St. N.                      | Caledonia | Ontario | N3W 1K9 |
| 129 | Tim Horton Donuts                    | 360 Argyle St. S.                      | Caledonia | Ontario | N3W 2K7 |
| 130 | Tim Horton Donuts                    | 172 Argyle St. N.                      | Caledonia | Ontario | N3W 2J7 |
| 131 | Tim-Br-Mart                          | 2 Greendale Dr.                        | Caledonia | Ontario | N3W 1H8 |
| 132 | Ken Timson Auto Body Ltd.            | 19 Sutherland St. E.,<br>P.O. Box 2002 | Caledonia | Ontario | N3W 2G6 |
| 133 | Murt Timson Auto Service Ltd.        | 1 Sutherland St. E.                    | Caledonia | Ontario | N3W 1B9 |
| 134 | TLC 'N' Company Inc.                 | 290 Argyle St. N.                      | Caledonia | Ontario | N3W 1K9 |
| 135 | Turf Tamers                          | 387 Argyle St. S.                      | Caledonia | Ontario | N3W 1Z2 |
| 136 | Two Grannies and A Grill             | 3345 6th Line, R.R. #2                 | Caledonia | Ontario | N3W 2G7 |
| 137 | UAP Auto Parts                       | 127 Argyle St. S.                      | Caledonia | Ontario | N3W 1J1 |
| 138 | Uptime productivity Specialists Inc. | 3 Caledonia Ave.                       | Caledonia | Ontario | N3W 2L1 |
| 139 | The Vac Shop                         | 80 Argyle St. N.                       | Caledonia | Ontario | N3W 1B9 |
| 140 | Video 99                             | 345 Argyle St. S.                      | Caledonia | Ontario | N3W 1L8 |
| 141 | Video Shop & Balloony                | 282 Argyle St. S.                      | Caledonia | Ontario | N3W 1K8 |
| 142 | Village Hair Design & Barber Shop    | 46 Argyle St. N.                       | Caledonia | Ontario | N3W 1B8 |
| 143 | Watermake South                      | 265 Argyle St. N.                      | Caledonia | Ontario | N3W 1K9 |
| 144 | Webcraft Ltd./Ad-Rite Specialties    | 345 Argyle St. S.                      | Caledonia | Ontario | N3W 1L8 |
| 145 | Dr. Rick Wiersma                     | 322 Argyle St. S.                      | Caledonia | Ontario | N3W 1K8 |
| 146 | Wiggies Pizza Wings & More           | 43 Argyle St. N.                       | Caledonia | Ontario | N3W 1B8 |
| 147 | Winegard Motors Ltd.                 | 140 Argyle St. S.                      | Caledonia | Ontario | N3W 1E5 |
| 148 | Zehrs Market                         | 322 Argyle St. S.                      | Caledonia | Ontario | N3W 1K8 |

**SCHEDULE "B"**

**LIST OF HIGHWAY 6 CLASS MEMBERS**

| <b>No.</b> | <b>Business</b>   | <b>Address</b>                   | <b>City</b> | <b>Province</b> | <b>Postal Code</b> |
|------------|---|----------------------------------|-------------|-----------------|--------------------|
| 1          | All-Mix Concrete Products                               | 5 Marathon St.,<br>P.O. Box 190  | Hagersville | Ontario         | N0A 1H0            |
| 2          | Almas R F Company Ltd.                                  | 5 Marathon St.                   | Hagersville | Ontario         | N0A 1H0            |
| 3          | AM Custom Built Kitchen Cabinet Manufacturing           | 32 Industrial Dr.                | Caledonia   | Ontario         | N3W 1H8            |
| 4          | Alumco Inc.   | 1070 Kohler Rd.,<br>P.O. Box 823 | Cayuga      | Ontario         | N0A 1E0            |
| 5          | Ancaster Conveying Systems Ltd.                         | 611 Argyle St. N.                | Caledonia   | Ontario         | N3W 1M1            |
| 6          | Anders Contracting/Black Top Enterprises Ltd.           | P.O. Box 340                     | Hagersville | Ontario         | N0A 1H0            |
| 7          | Applegate & James Country Furniture                     | 656 Hwy 6, Unit 3                | Caledonia   | Ontario         | N3W 1M6            |
| 8          | Art Service Office Supply                               | 35 Main St. N.,<br>P.O. Box 277  | Hagersville | Ontario         | N0A 1H0            |
| 9          | Robert B. Awde Financial Services                       | 20 Main St. N.                   | Hagersville | Ontario         | N0A 1H0            |
| 10         | B & F Cycle Shack                                       | 675 Hwy 6 South                  | Hagersville | Ontario         | N0A 1H0            |
| 11         | Bailey & Linklater Ltd.                                 | 2151 Main St. N.                 | Jarvis      | Ontario         | N0A 1J0            |
| 12         | Bailey Developments                                     | 24 Main St. N.                   | Hagersville | Ontario         | N0A 1H0            |
| 13         | Baker Leigh Concrete Forming Ltd.                       | R.R. #1                          | Hagersville | Ontario         | N0A 1H0            |
| 14         | Balloon Boutique  | 31 Monson St.                    | Jarvis      | Ontario         | N0A 1J0            |
| 15         | Becker Milk Co. Ltd.                                    | 4 Talbot St.E.                   | Jarvis      | Ontario         | N0A 1J0            |
| 16         | The Beer Store  | 55 Main St.N.                    | Hagersville | Ontario         | N0A 1H0            |
| 17         | R A Bennett Insurance Broker ltd.                       | 26 Main St. N.                   | Hagersville | Ontario         | N0A 1H0            |
| 18         | Blossoms Country Flower & Gift Shoppe                   | 13 King St.E.                    | Hagersville | Ontario         | N0A 1H0            |
| 19         | Boston Creek Transport Ltd.                             | 130 Caithness St.E.              | Caledonia   | Ontario         | N3W 1C2            |
| 20         | Bowen Building Supplies Ltd.                            | 30 Alma St. N.                   | Hagersville | Ontario         | N0A 1H0            |
| 21         | Buttons & Bows Co-Operative Preschool of Haldimand Inc. | 13 Alma St. N.                   | Hagersville | Ontario         | N0A 1H0            |
| 22         | Caledonia Garden Centre                                 | 652 Hwy 6                        | Caledonia   | Ontario         | N3W 1M6            |
| 23         | Caledonia Mini Storage                                  | 21 Industrial Dr.                | Caledonia   | Ontario         | N3W 1H8            |

|    |   |                                    |             |         |         |
|----|---|------------------------------------|-------------|---------|---------|
| 24 | Caledonia Paint & Paper                     | 656 Hwy 6, Unit 2                  | Caledonia   | Ontario | N3W 1M6 |
| 25 | Caledonia Tire & Automotive                 | 657 Hwy 6                          | Caledonia   | Ontario | N3W 1M3 |
| 26 | Capital Equipment Rentals                   | 85 Talbot St. E.                   | Jarvis      | Ontario | N0A 1J0 |
| 27 | Cavanagh IDA Pharmacy                       | 6 Main St. S.                      | Hagersville | Ontario | N0A 1H0 |
| 28 | CGC Inc.                                    | R.R. #2                            | Hagersville | Ontario | N0A 1H0 |
| 29 | Coles School of Welding                     | 15 Greens Rd.                      | Caledonia   | Ontario | N3W 1G1 |
| 30 | Creighton Motor Repairs                     | 93 Main St. S.<br>P.O. Box 1078    | Hagersville | Ontario | N0A 1H0 |
| 31 | D&D's Diner                                 | 2091 Main St. N.                   | Jarvis      | Ontario | N0A 1J0 |
| 32 | D&N Construction Inc.                       | 7 Elizabeth St.                    | Jarvis      | Ontario | N0A 1J0 |
| 33 | Dave's Autobody                             | 13 Green Rd.                       | Caledonia   | Ontario | N3W 1X1 |
| 34 | Dave's Small Engine Repairs                 | 1534 Hwy 54 E                      | Caledonia   | Ontario | N3W 1W2 |
| 35 | Davidson's Electric Ltd.                    | R.R. #4                            | Hagersville | Ontario | N0A 1H0 |
| 36 | W DeBoer Custom Machining Ltd.              | 14 Tuscarora St.,<br>P.O. Box 1120 | Hagersville | Ontario | N0A 1H0 |
| 37 | DeSantis Industrial Springs & Stamping Inc. | 12 Alma St. S.                     | Hagersville | Ontario | N0A 1H0 |
| 38 | Dixie Lee Chicken & Seafood                 | 28 Main St. S.                     | Hagersville | Ontario | N0A 1H0 |
| 39 | Donna's Beauty Lounge                       | 28 King St. W.                     | Hagersville | Ontario | N0A 1H0 |
| 40 | Dolittle Welding                            | R.R. #6                            | Hagersville | Ontario | N0A 1H0 |
| 41 | Double T Cattle Equipment                   | R.R. #1, Hwy 3 East                | Jarvis      | Ontario | N0A 1J0 |
| 42 | Dover Interiors                             | 36 Wardell Cr.                     | Hagersville | Ontario | N0A 1H0 |
| 43 | J M Duggan Associates                       | 22 John St.                        | Hagersville | Ontario | N0A 1H0 |
| 44 | W J Elliott & Sons Ltd.                     | 2026 Main St. N.                   | Jarvis      | Ontario | N0A 1J0 |
| 45 | EM's Plumbing and Heating                   | 4 Cheapside St.                    | Hagersville | Ontario | N0A 1H0 |
| 46 | Erie O Wood Products                        | 1211 Conc 6, R.R. #1               | Jarvis      | Ontario | N0A 1J0 |
| 47 | Fleming Motors                              | 86 Main St. S.                     | Hagersville | Ontario | N0A 1H0 |
| 48 | Flowerday Country Markets Inc.              | R.R. #1                            | Jarvis      | Ontario | N0A 1J0 |
| 49 | Fred's Meat Products                        | R.R. #1                            | Hagersville | Ontario | N0A 1H0 |
| 50 | Georgia Pacific Canada Inc.                 | 350 Argyle St. N.                  | Caledonia   | Ontario | N3W 1M2 |
| 51 | Gibson Glass & Mirror                       | 26 King St. W.                     | Hagersville | Ontario | N0A 1H0 |

|    |   |                              |             |         |         |
|----|---|------------------------------|-------------|---------|---------|
| 52 | Godfather Pizza & Subs                          | 20 Main St. N.               | Hagersville | Ontario | N0A 1H0 |
| 53 | Golden Cactus Restaurant                        | 2005 Main St. N.             | Jarvis      | Ontario | N0A 1J0 |
| 54 | Golden Crown Unisex Hairstyling & Skin Care     | 2 Hunter St.                 | Hagersville | Ontario | N0A 1H0 |
| 55 | Good Evening                                    | 26 Main St. S.               | Hagersville | Ontario | N0A 1H0 |
| 56 | Gourmet Pet Treats Inc.                         | 290 Argyle St. N.            | Caledonia   | Ontario | N3W 1K9 |
| 57 | Gown & Crown Design Studio                      | 33 Marley Cr.                | Jarvis      | Ontario | N0A 1J0 |
| 58 | Grand Mill Fence                                | R.R. #3                      | Caledonia   | Ontario | N3W 2B4 |
| 59 | Grand Mills Pontiac Buick Ltd.                  | 64 Main St. N.               | Hagersville | Ontario | N0A 1H0 |
| 60 | H & R Block                                     | 46 King St. W.               | Hagersville | Ontario | N0A 1H0 |
| 61 | Hagersville Auction Centre & Livestock Exchange | R.R. #3                      | Hagersville | Ontario | N0A 1H0 |
| 62 | Hagersville Auto Body                           | 27 Main St. S.               | Hagersville | Ontario | N0A 1H0 |
| 63 | Hagersville IGA                                 | 32 King St. E.               | Hagersville | Ontario | N3W 1H0 |
| 64 | Hagersville Inn                                 | 51 King St. W.               | Hagersville | Ontario | N0A 1H0 |
| 65 | Hagersville Jewellers Ltd.                      | 11 Main St. N.               | Hagersville | Ontario | N0A 1H0 |
| 66 | Hagersville Laundromat                          | 95 Main St. N.               | Hagersville | Ontario | N0A 1H0 |
| 67 | Hagersville Precast Concrete Products           | Main St. S.,<br>P.O. Box 178 | Hagersville | Ontario | N0A 1H0 |
| 68 | Hagersville Recycling & Auto Wrecking Ltd.      | 29 Main St. N.               | Hagersville | Ontario | N0A 1H0 |
| 69 | Hagersville Veterinary Services                 | 8 Parkview Rd.               | Hagersville | Ontario | N0A 1H0 |
| 70 | Hair Design by Dana                             | 148 King St. E.              | Hagersville | Ontario | N0A 1H0 |
| 71 | Haldimand County Hydro                          | 1 Greendale Dr.              | Caledonia   | Ontario | N3W 2J3 |
| 72 | Haldimand Press                                 | 5 John St.,<br>P.O. Box 369  | Hagersville | Ontario | N0A 1H0 |
| 73 | Haldimand Taxi                                  | 881 Haldibrook Rd.           | Caledonia   | Ontario | N3W 1N5 |
| 74 | Haldimand-Norfolk Hearing Clinic                | King St. & Parkview Rd.      | Hagersville | Ontario | N0A 1H0 |
| 75 | Hardtop Paving                                  | 24 Main St. N.               | Hagersville | Ontario | N0A 1H0 |
| 76 | Harrison's Landing                              | 410 Hwy 6 S., R.R. #6        | Hagersville | Ontario | N0A 1H0 |
| 77 | Hawke Drywall Inc.                              | 68 King St. E.               | Hagersville | Ontario | N0A 1H0 |
| 78 | Heaslip Motors (1992) Ltd.                      | 18 Main St. S.               | Hagersville | Ontario | N0A 1H0 |
| 79 | W J Heaslip Farm Supplies                       | R.R. #2                      | Hagersville | Ontario | N0A 1H0 |

|     |  |                                    |             |         |         |
|-----|--|------------------------------------|-------------|---------|---------|
| 80  | Heckett MultiServ Canada                           | P.O. Box 400                       | Jarvis      | Ontario | N0A 1J0 |
| 81  | Mel Henderson Motors Company Ltd.                  | 97 Main St. S.                     | Hagersville | Ontario | N0A 1H0 |
| 82  | Hewitt Painting & Decorating                       | 74 King St. E.                     | Hagersville | Ontario | N0A 1H0 |
| 83  | Hewitt's Dairy Limited - Dairy Bar                 | Hwy 6                              | Hagersville | Ontario | N0A 1H0 |
| 84  | Hewitt's Dairy Limited/Hewitt's Natural Food Store | 128 King St. E.                    | Hagersville | Ontario | N0A 1H0 |
| 85  | Hielema Construction                               | 10 Lions Crt.                      | Jarvis      | Ontario | N0A 1J0 |
| 86  | Hockley's Landscaping & Tree Services              | 662 Hwy 6 N.                       | Caledonia   | Ontario | N3W 1M6 |
| 87  | House of Stitches                                  | 42 King St. W.                     | Hagersville | Ontario | N0A 1H0 |
| 88  | Dr. Greg C. Hutchinson                             | 91 Williamson Dr.                  | Caledonia   | Ontario | N3W 1A4 |
| 89  | Don Hyde Marine Ltd.                               | Hwy 6 S.                           | Hagersville | Ontario | N0A 1H0 |
| 90  | ICC  | 33 Main St. S.                     | Hagersville | Ontario | N0A 1H0 |
| 91  | Ind-Comm Electric Inc.                             | 31 Seneca St.                      | Caledonia   | Ontario | N3W 1E4 |
| 92  | Inlay Creations Inc.                               | 70 Conc 17,<br>R.R. #1             | Hagersville | Ontario | N0A 1H0 |
| 93  | Jarvis Food Market                                 | 2013 Main St. N.                   | Jarvis      | Ontario | N0A 1J0 |
| 94  | Jarvis Travel                                      | 2045 Main St. N.                   | Jarvis      | Ontario | N0A 1J0 |
| 95  | Jarvis Village Restaurant                          | R.R. #1                            | Jarvis      | Ontario | N0A 1J0 |
| 96  | Jewels of Jarvis                                   | 123 Talbot St. E.                  | Jarvis      | Ontario | N0A 1J0 |
| 97  | JMS Mechanical & Machine Design                    | 119 Oneida Second Line             | Hagersville | Ontario | N0A 1H0 |
| 98  | Joan's Country Crafts                              | R.R. #3                            | Jarvis      | Ontario | N0A 1J0 |
| 99  | K&R Read-Mix (1971) Ltd.                           | 5 Marathon St., P.O. Box 190       | Hagersville | Ontario | N0A 1H0 |
| 100 | K-9 Pets   | R.R. #4                            | Hagersville | Ontario | N0A 1H0 |
| 101 | Killiman Zoo                                       | R.R. #6                            | Hagersville | Ontario | N0A 1H0 |
| 102 | Jerry Kreller Dry Wall                             | 27 Church St.                      | Hagersville | Ontario | N0A 1H0 |
| 103 | KRTS Transportation Specialists Inc.               | 23 Industrial Dr.                  | Caledonia   | Ontario | N3W 1H8 |
| 104 | L&B Country Mart/Watkins Home Products             | R.R. #1 (Springvale)               | Hagersville | Ontario | N0A 1H0 |
| 105 | Lafarge Canada Inc.                                | Hagersville Quarry,<br>P.O. Box 39 | Hagersville | Ontario | N0A 1H0 |
| 106 | Laidlaw Carriers Inc.                              | Hwy 6, P.O. Box 430                | Hagersville | Ontario | N0A 1H0 |
| 107 | Lake Erie Steel Company                            | R.R. #1                            | Jarvis      | Ontario | N0A 1J0 |

|     |   |                                     |             |         |         |
|-----|---|-------------------------------------|-------------|---------|---------|
| 108 | Lawry Shooting Sports Inc.                      | 27 Industrial Dr.,<br>P.O. Box 2153 | Caledonia   | Ontario | N3W 2G6 |
| 109 | Lea's Ladies Wear Boutique                      | 9 Main St. N.                       | Hagersville | Ontario | NOA 1H0 |
| 110 | Len's Automotive & Performance                  | 2002 Main St. N.                    | Jarvis      | Ontario | NOA 1J0 |
| 111 | Robert Lindsay Ltd.                             | R.R. #1                             | Hagersville | Ontario | NOA 1H0 |
| 112 | Long Transport Inc.                             | 3rd Line Rd.                        | Hagersville | Ontario | NOA 1H0 |
| 113 | Lowbank Farms Ltd.                              | R.R. #3                             | Hagersville | Ontario | NOA 1H0 |
| 114 | Loyalist (Opheim) Insurance Brokers Ltd.        | 65 Main St. S.                      | Hagersville | Ontario | NOA 1H0 |
| 115 | Mac's Convenience                               | 55 Main St. N.                      | Hagersville | Ontario | NOA 1H0 |
| 116 | Mackenzie Tire Inc.                             | 61 Main St. S.                      | Hagersville | Ontario | NOA 1H0 |
| 117 | L F Mattice Farms & Trucking                    | R.R. #1                             | Hagersville | Ontario | NOA 1H0 |
| 118 | David McCullough Real Estate Appraisals         | P.O. Box 764                        | Hagersville | Ontario | NOA 1H0 |
| 119 | McTear Water Haulage                            | 967 Fourth Line,<br>R.R. #3         | Caledonia   | Ontario | N3W 2B4 |
| 120 | Mercer & Dickson                                | 16 King St. E., P.O. Box 465        | Hagersville | Ontario | NOA 1H0 |
| 121 | Metalarc Wire Products Inc.                     | 23 Hwy 6                            | Hagersville | Ontario | NOA 1H0 |
| 122 | Mi-Car Crafters Inc.                            | 12 John St.                         | Hagersville | Ontario | NOA 1H0 |
| 123 | Michaud Toys                                    | 41 Talbot St. E.,<br>P.O. Box 59    | Jarvis      | Ontario | NOA 1J0 |
| 124 | Middleport General Store                        | 52 King St. W.                      | Hagersville | Ontario | NOA 1H0 |
| 125 | Mitchell's Pumping Service                      | R.R. #1                             | Jarvis      | Ontario | NOA 1J0 |
| 126 | Mohawk Marina                                   | R.R. #2                             | Lowbanks    | Ontario | NOA 1K0 |
| 127 | Neil Montague Construction Ltd.                 | R.R. #1                             | Jarvis      | Ontario | NOA 1J0 |
| 128 | Monty's Beesness                                | R.R. #1,<br>16th Conc Rd. W.        | Hagersville | Ontario | NOA 1H0 |
| 129 | W D Moody Concrete Ltd.                         | R.R. #2                             | Lowbanks    | Ontario | NOA 1K0 |
| 130 | Morton's Furniture and Woodworking              | 28 Argyle St. N.                    | Caledonia   | Ontario | N3W 1B7 |
| 131 | Mothers Totally Mobile Auto Glass               |                                     | Hagersville | Ontario | NOA 1H0 |
| 132 | Murphy Refrigeration Heating & Air Conditioning | Reg Rd. 20                          | Hagersville | Ontario | NOA 1H0 |
| 133 | Nanticoke Sandblasting & Painting               | 201 Reg Rd 55                       | Jarvis      | Ontario | NOA 1J0 |
| 134 | Nelson Aggregate                                | 514 Dry Lake                        | Hagersville | Ontario | NOA 1H0 |

|     |   |  |                              |  |             |         |         |
|-----|---|--|------------------------------|--|-------------|---------|---------|
| 135 | Nelson Steel                                |  |                              |  | Caledonia   | Ontario | NOA 1L0 |
| 136 | Nicholson & Cates Ltd.                      |  | 15 Alabastine Ave.           |  | Caledonia   | Ontario | N3W 1K9 |
| 137 | Nights of Jarvis                            |  | 2004 Main St. S.             |  | Jarvis      | Ontario | NOA 1J0 |
| 138 | Night Music                                 |  | 43 King St. W.               |  | Hagersville | Ontario | NOA 1H0 |
| 139 | Nixon Watertrux                             |  | 54 Tuscarora St.             |  | Hagersville | Ontario | NOA 1H0 |
| 140 | Nolan Crane Rental Ltd.                     |  | 7 Railway St.                |  | Hagersville | Ontario | NOA 1H0 |
| 141 | Norfolk Co-Operative Co. Ltd.               |  | 26 Tuscarora St.             |  | Hagersville | Ontario | NOA 1H0 |
| 142 | Ray Norton Excavating Ltd.                  |  | 2004 Main St. N.             |  | Jarvis      | Ontario | NOA 1J0 |
| 143 | Nottingham's Truck Service Ltd.             |  | Hwy 6                        |  | Hagersville | Ontario | NOA 1H0 |
| 144 | McBurney Transport Ltd.                     |  | 80 Third Line, P.O. Box 427  |  | Hagersville | Ontario | NOA 1H0 |
| 145 | Olde Country Jewellers & Gifts              |  | 12 King St. W.               |  | Hagersville | Ontario | NOA 1H0 |
| 146 | Oneida Concrete Company                     |  | R.R. #3, Hwy 6               |  | Hagersville | Ontario | NOA 1H0 |
| 147 | Oneida Movers                               |  | R.R. #2                      |  | Caledonia   | Ontario | N3W 1Y6 |
| 148 | Partner Automotive & Industrial Supply Inc. |  | 15 Church St. W.             |  | Hagersville | Ontario | NOA 1H0 |
| 149 | Paul's Sporting Goods                       |  | 42 King St. W.               |  | Hagersville | Ontario | NOA 1H0 |
| 150 | Paulmac's Pet Food                          |  | 39 King St. E., P.O. Box 517 |  | Hagersville | Ontario | NOA 1H0 |
| 151 | PD Computer Services                        |  | Hwy 6 N., P.O. Box 880       |  | Hagersville | Ontario | NOA 1H0 |
| 152 | Pharmasave Health Centre                    |  | 30 Main St. N.               |  | Hagersville | Ontario | NOA 1H0 |
| 153 | Phil's PC Support                           |  | 4010 Park St.                |  | Jarvis      | Ontario | NOA 1J0 |
| 154 | Pioneer Petroleum Gas Bar                   |  | 85 Main St. S.               |  | Hagersville | Ontario | NOA 1H0 |
| 155 | Precise Plumbing & Heating Ltd.             |  | 75 Main St. S.               |  | Hagersville | Ontario | NOA 1H0 |
| 156 | Princess Submarine & Restaurant             |  | 12 Main St. N.               |  | Hagersville | Ontario | NOA 1H0 |
| 157 | Prinzen & Son Ltd.                          |  | R.R. #1                      |  | Jarvis      | Ontario | NOA 1J0 |
| 158 | Proplant Propagation Services Ltd.          |  | 2401 Hwy 6, R.R. #3          |  | Jarvis      | Ontario | NOA 1J0 |
| 159 | Purrs 'N' Paws Pet Foods                    |  | R.R. #3                      |  | Jarvis      | Ontario | NOA 1J0 |
| 160 | Quarry Road Restaurant                      |  | 3819 Hwy 6, R.R. #5          |  | Hagersville | Ontario | NOA 1H0 |
| 161 | Quigley Contracting                         |  | 3 Industrial Dr.             |  | Caledonia   | Ontario | N3W 1H8 |
| 162 | Proplant Propagation Services Ltd.          |  | 2401 Hwy 6,<br>R.R. #3       |  | Jarvis      | Ontario | NOA 1J0 |
| 163 | R&K Systems                                 |  | 4436 River Rd.,              |  | Caledonia   | Ontario | N3W 1T7 |

|     |   | R.R. #1 |                                 |             |         |         |
|-----|---|---------|---------------------------------|-------------|---------|---------|
| 164 | Ralston Purina Canada Inc.              |         | 50 Orkney St. W.                | Caledonia   | Ontario | N3W 1B1 |
| 165 | Ramey's Masonry                         |         | 677 Abbey St.                   | Caledonia   | Ontario | N3W 1R7 |
| 166 | RC Plumbing & Electrical Ltd.           |         | 2517 Hwy 3,<br>R.R. #1          | Jarvis      | Ontario | N0A 1J0 |
| 167 | Rebound Resources Inc.                  |         | 19 Argyle St. N.                | Caledonia   | Ontario | N3W 2G6 |
| 168 | Red Star Portable Toilet Service        |         | 36 Main St. N.                  | Hagersville | Ontario | N0A 1H0 |
| 169 | Regional Bakery                         |         | 89 Main St. S.                  | Hagersville | Ontario | N0A 1H0 |
| 170 | Reid's Farm Market                      |         | 670 Hwy 6, R.R. 3               | Hagersville | Ontario | N0A 1H0 |
| 171 | Rhodia Canada Inc.                      |         | 109 Siddall Rd.                 | Lowbanks    | Ontario | N0A 1K0 |
| 172 | Rick Richardson Construction Ltd.       |         | 4 Brant City Rd. 22             | Caledonia   | Ontario | N3W 2G9 |
| 173 | Riverside Refractories Canada Ltd.      |         | R.R. #3                         | Hagersville | Ontario | N0A 1H0 |
| 174 | RPM Used Vehicles                       |         | R.R. #5                         | Hagersville | Ontario | N0A 1H0 |
| 175 | RSG Auto Sales Inc.                     |         | 957 Hwy 6 S.                    | Caledonia   | Ontario | N3W 1Z6 |
| 176 | Sandusk Golf Club                       |         | R.R. #1                         | Jarvis      | Ontario | N0A 1J0 |
| 177 | Sayer's Home Hardware & Radio Shack     |         | 11-15 Main St. S.               | Hagersville | Ontario | N0A 1H0 |
| 178 | Vern Schaeffer Excavating Ltd.          |         | 1486 Sawmill Rd.                | Caledonia   | Ontario | N3W 2G6 |
| 179 | Bud Searles Chevrolet & Oldsmobile Ltd. |         | 11 Talbot St. E.                | Jarvis      | Ontario | N0A 1J0 |
| 180 | Sears Canada Inc. Catalogue Store       |         | 35 Main St. N.                  | Hagersville | Ontario | N0A 1H0 |
| 181 | Sears Canada Inc. Catalogue Store       |         | 2006 Main St. N.                | Jarvis      | Ontario | N0A 1J0 |
| 182 | Shear Heaven                            |         | 36 King St. W.                  | Hagersville | Ontario | N0A 1H0 |
| 183 | Shewfelt & Dezainde Construction Ltd.   |         | 20 Carrick St.                  | Hagersville | Ontario | N0A 1H0 |
| 184 | Smithy's Village Variety                |         | 2010 Main St. S.                | Jarvis      | Ontario | N0A 1J0 |
| 185 | Soleno Inc./E Pipe                      |         | 304 Conc 11, Bldg 7,<br>R.R. #5 | Hagersville | Ontario | N0A 1H0 |
| 186 | Special Touch Flower & Gift Boutique    |         | 101 Main St. S.                 | Hagersville | Ontario | N0A 1H0 |
| 187 | Spirit Ware                             |         | R.R. #6                         | Hagersville | Ontario | N0A 1H0 |
| 188 | Spring Garden Restaurant                |         | 22 Main St. S.                  | Hagersville | Ontario | N0A 1H0 |
| 189 | Springwater Spas & Pools                |         | 30 Main St. N.                  | Hagersville | Ontario | N0A 1H0 |
| 190 | Sundrin Golf Club                       |         | 925 Hwy 6 S.                    | Caledonia   | Ontario | N3W 1Z6 |

|     |                                       |                             |             |         |         |
|-----|---------------------------------------|-----------------------------|-------------|---------|---------|
| 191 | Sunnybrook Farms                      | 440 Reg. Rd. 29             | Caledonia   | Ontario | N3W 1Y1 |
| 192 | Super Duper Discount                  | 2 Main St. N.               | Hagersville | Ontario | N0A 1H0 |
| 193 | C N Suter Ltd.                        | 2355 Reg. Rd. 9,<br>R.R. #4 | Hagersville | Ontario | N0A 1H0 |
| 194 | Synergy Salon & Spa                   | 12 Alma St. S.              | Hagersville | Ontario | N0A 1H0 |
| 195 | T&M Associates                        | 2474 Reg. Rd. 9,<br>R.R. #4 | Hagersville | Ontario | N0A 1H0 |
| 196 | TDS - Total Distribution Systems Ltd. | 304 Conc 11,<br>R.R.#5      | Hagersville | Ontario | N0A 1H0 |
| 197 | Teal's Pure Pork Sausage              | R.R. #1                     | Hagersville | Ontario | N0A 1H0 |
| 198 | The Glass Guy Inc.                    | 660 Hwy 6                   | Caledonia   | Ontario | N3W 1M6 |
| 199 | Tietz Water Haulage                   | R.R. #1                     | Jarvis      | Ontario | N0A 1J0 |
| 200 | Tim's Tires Inc.                      | 36 Main St. N.              | Hagersville | Ontario | N0A 1H0 |
| 201 | Tim-Br-Mart                           | 2 Greendale Dr.             | Caledonia   | Ontario | N3W 1H8 |
| 202 | Toby's                                | R.R. #6                     | Hagersville | Ontario | N0A 1H0 |
| 203 | Total Forest Industries Ltd.          | 304 Conc 11,<br>R.R. #5     | Hagersville | Ontario | N0A 1H0 |
| 204 | Transport Sales & Service             | 21 Industrial Dr.           | Caledonia   | Ontario | N3W 1H8 |
| 205 | Unique Designs Florists Ltd.          | 2003 Main St. N.            | Jarvis      | Ontario | N0A 1J0 |
| 206 | Universal Machines Manufacturing      | 97 Talbot St. E.            | Jarvis      | Ontario | N0A 1H0 |
| 207 | Vandelaar Carpets                     | 656 Hwy 6                   | Caledonia   | Ontario | N3W 1W6 |
| 208 | VanAmerongen & Son Inc.               | 460 Hwy 6, R.R. #3          | Hagersville | Ontario | N0A 1H0 |
| 209 | Video 99                              | 18 Main St. N.              | Hagersville | Ontario | N0A 1H0 |
| 210 | Virreps Greenhouses                   | 2990 Hwy 6                  | Jarvis      | Ontario | N0A 1J0 |
| 211 | Wardell's Factory Warehouse           | 6 King St. W.               | Hagersville | Ontario | N0A 1H0 |
| 212 | Wayne's TV                            | 138 King St. E.,<br>R.R. #2 | Hagersville | Ontario | N0A 1H0 |
| 213 | Weid-Fab Enterprises                  | 1097 Hatdibrook Rd.         | Caledonia   | Ontario | N3W 1N5 |
| 214 | Wellings Auto Service Inc.            | 953 Hwy 6 S.                | Caledonia   | Ontario | N3W 1Z6 |
| 215 | Wilkinson Ready Mix Concrete          | 79 Reg. Rd. 55              | Nanticoke   | Ontario | N0A 1L0 |
| 216 | Willow Grove Antiques                 | 967 Hwy 6 S                 | Caledonia   | Ontario | N3W 1Z8 |
| 217 | Winger's Custom Cabinets              | 144 Main St. S.,            | Hagersville | Ontario | N0A 1H0 |

|     |                         | R.R. #5                        |             |         |         |
|-----|-------------------------|--------------------------------|-------------|---------|---------|
| 218 | World's Finest Shows    | 41 Reg. Rd. 9,<br>P.O. Box 310 | Hagersville | Ontario | N0A 1H0 |
| 219 | Wrinkleberry Lane       | 50 Main St. S.                 | Hagersville | Ontario | N0A 1H0 |
| 220 | You Name It We Frame It | 2018 Main St. N.               | Jarvis      | Ontario | N0A 1J0 |

**SCHEDULE "C"**

**LIST OF CONTRACTORS CLASS MEMBERS**

| <b>No.</b> | <b>Name</b>                 | <b>Contact</b> | <b>Address</b> | <b>Services</b>    |
|------------|-----------------------------|----------------|----------------|--------------------|
| 1.         | J.P. Woolley Surveying Ltd. | P. Woolley     |                | surveying          |
| 2.         | Edwards Painting            | D. Edwards     |                | painting           |
| 3.         | Wiseman Plumbing            | F. Wiseman     |                | plumbing           |
| 4.         | The Sneath Group            | F. Sneath      |                | mechanical         |
| 5.         | TimBr Mart                  | TimBr Mart     |                | lumber supplies    |
| 6.         | ReMax Escarpment Realty     | Mark Will      |                | real estate agents |
| 7.         | The Brant Flooring Co. Inc. | B. Veldman     |                | flooring           |
| 8.         | Royal LePage State Realty   | G. Santi       |                | real estate agents |
| 9.         | Cedariane Landscaping Inc.  | R. Haverkamp   |                | landscaping        |
| 10.        | Tartan Lighthouse           | T. Cooper      |                | supplies           |

**SCHEDULE "D"**

**LISTING OF MUNICIPAL ADDRESSES INCLUDED IN  
PROPERTY OCCUPIERS CLASS**

| <b>Street</b>       | <b>Numbers</b>  |
|---------------------|---|
| Oneida Rd.          | 290, 386  |
| Sixth Line          | 29, 107, 110, 131   |
| Argyle Street South | 381, 387, 393, 416, 470, 475, 518   |
| Caledon Court       | 1, 3, 5, 7, 9, 11, 13, 15, 17, 19, 20, 22, 23, 24, 26, 27   |
| Celtic Drive        | 46, 48, 52, 54, 56, 58, 60, 62, 64, 66, 68, 70, 72, 74, 76, 78, 80, 82, 84, 86, 88, 90, 92  |
| Thistlemoor Drive   | 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 44, 46, 48, 50, 52, 54, 56, 58, 60, 62, 65, 67, 69   |
| Kinross Street      | 120, 208, 216, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239   |
| Braemar Avenue      | 66, 68, 70, 72, 74, 76, 78, 80, 82, 84, 86, 88, 90, 92, 94, 96, 98, 100, 102, 104, 106, 108, 110, 112, 114, 116, 118, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 144, 146, 148, 150, 152, 154, 156, 158, 160, 162 |
| Burnside Drive      | 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 23   |
| Glengarry Crescent  | 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60   |
| MacCrae Drive       | 126, 132, 144, 150, 156, 162, 168, 174, 180, 186, 192, 198, 202, 208, 214, 220, 226, 232, 238, 244, 250, 256, 262, 264, 268, 270, 274, 276, 280, 282, 286, 288, 292, 294, 298, 304, 310, 316, 324, 328, 334, 340, 346, 352, 358, 364  |
| Dundee Drive        | 108, 114, 120, 126, 132, 138  |
| Stirling Street     | 131, 134, 135, 139  |
| Peebles Street      | 155, 161, 167, 173  |
| Forfar Street West  | 250   |
| Haldimand Hwy 54    | 2096, 2108  |
| Williamson Drive    | 79, 85, 91, 97, 103, 109, 113, 119, 125, 131, 137, 139, 141, 143, 145, 147, 149, 151, 153, 155, 157, 159, 161, 163, 165, 167, 169, 171, 173   |
| Morrison Dr.        | 179, 188, 194, 200, 206, 212, 218, 224, 230, 236, 242, 248, 254, 260, 266, 272, 278, 284, 286, 288, 290, 292, 294, 296, 298, 300, 302, 304, 306, 308, 310, 312, 314, 316, 318, 320, 322, 324, 326, 328, 330, 332, 334, 336, 340   |

**SCHEDULE "E"**

**PROPERTY OCCUPIERS CLASS COMPENSATION FACTORS**

| <b>Zone</b> | <b>Municipal Address</b>  | <b>Factor</b> |
|-------------|---|---------------|
| <b>1</b>    | Sixth Line (29, 107,110, 131)   | .342          |
| <b>2</b>    | Argyle Street South (381, 387, 393, 416, 470, 475, 518)<br>Thistlemoor Drive (2, 4, 6, 8, 10, 12,14, 16, 18, 20, 22, 24, 26, 28, 30, 32, 34, 36, 38, 40, 42, 44, 46, 48, 50, 52, 54, 56, 58, 60, 62, 65, 67, 69)<br>Braemar Avenue (110, 112, 114, 116, 118, 120, 122, 124, 126, 128, 130, 132, 134, 136, 138, 140, 142, 144, 146, 148, 150, 152, 154, 156, 158, 160, 162)  | .263          |
| <b>3</b>    | Thistlemoor Drive (1, 3, 5, 7, 9, 11, 13, 15, 17, 19, 21, 23, 25, 27, 29, 31, 33, 35, 37, 39, 41)<br>Braemar Avenue (121, 123, 125, 127, 129, 131, 133, 135, 137, 139, 141)<br>Kinross Street (216, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239)<br>MacCrae Drive (202, 208, 214, 220, 226, 232, 238, 244, 250, 256, 262, 264, 268, 270, 274, 276, 280, 282, 286, 288, 292, 294, 298)<br>Forfar Street West (250)  | .184          |
| <b>4</b>    | Oneida Road (290)<br>Braemar Avenue (66, 68, 70, 72, 74, 76, 78, 80, 82, 84, 86, 88, 90, 92, 94, 96, 98, 100, 102, 104, 106, 108)<br>Burnside Drive (1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 23)<br>Glengarry Crescent (1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60)<br>Stirling Street (131, 135, 139) | .125          |
| <b>5</b>    | Oneida Road (386)<br>Kinross Street (120, 208)<br>MacCrae Drive (126, 132, 144, 150, 156, 162, 168, 174, 180, 186, 192, 198)<br>Dundee Drive (108, 114, 120, 126, 132, 138)<br>Peebles Street (155, 161, 167, 173)  | .059          |

|          |  |      |
|----------|--|------|
| <b>6</b> | Caledon Court (1, 3, 5, 7, 9, 11, 13, 15, 17, 19, 20, 22, 23, 24, 26, 27)<br>Celtic Drive (46, 48, 52, 54, 56, 58, 60, 62, 64, 66, 68, 70, 72, 74, 76, 78, 80, 82, 84, 86, 88, 90, 92)<br>MacCrae Drive (304, 310, 316, 324, 328, 334, 340, 346, 358, 364)<br>Stirling Street (134)<br>Haldimand Hwy 54 (2096, 2108)<br>Williamson Drive (79, 85, 91, 97, 103, 109, 113, 119, 125, 131, 137, 139, 141, 143, 145, 147, 149, 151, 153, 155, 157, 159, 161, 163, 165, 167, 169, 171, 173)<br>Morrison Drive (179, 188, 194, 200, 206, 212, 218, 224, 230, 236, 242, 248, 254, 260, 266, 272, 278, 284, 286, 288, 290, 292, 294, 296, 298, 300, 302, 304, 306, 308, 310, 312, 314, 316, 318, 320, 322, 324, 326, 328, 330, 332, 334, 336, 340) | .026 |
|----------|--|------|

**APPORTIONMENT BY TIME**

| Time Period                         | Percentage |
|-------------------------------------|------------|
| February 28, 2006 to April 20, 2006 | 50%        |
| February 28, 2006 to June 6, 2006   | 85%        |
| February 28, 2006 to July 4, 2006   | 90%        |
| February 28, 2006 to date           | 100%       |

**DESCRIPTION OF ZONES**

| Zone | Legend             | Impacts Experienced  |
|------|--------------------|--|
| 1    | Highest Impact     | Delegation of policing to Six Nations and subjected to frequent gunfire, loud noises, smoke, verbal assaults, personal property damage, ATVs, camouflaged protestors, high volume of traffic, checkpoints                                      |
| 2    | High Impact        | Adjacent to DCE and subjected to frequent gunfire, loud noises, smoke, verbal assaults, personal property damage, ATV traffic in backyards, camouflaged protestors, high volume of traffic, checkpoints, bright lights, surveillance of school |
| 3    | Significant Impact | Subjected to frequent gunfire, loud noises, smoke, verbal assaults, camouflaged protestors, ATV traffic in backyards, high volume of traffic, checkpoints, bright lights, surveillance of school   |
| 4    | Medium Impact      | Subjected to frequent gunfire, loud noises, smoke, high volume of traffic, checkpoints, bright lights, surveillance of school  |
| 5    | Low Impact         | Subjected to smoke, high volume of traffic, checkpoints, surveillance of school  |
| 6    | Lowest Impact      | Subject to smoke from brushfires lit on April 20, 2006 and infrequent ATV activity by protestors   |

**SCHEDULE "F"**

(Notice of Members of Contractors Class)

**IMPORTANT NOTICE**

**FOR CONTRACTORS AND SUPPLIERS  
AFFECTED BY THE OCCUPATION OF  
THE DOUGLAS CREEK ESTATES**

On July 8, 2011 the Superior Court of Justice approved a compensation plan in *KRP Enterprises Inc. v. Her Majesty the Queen*, a class proceeding under the *Class Proceedings Act, 1992*, which plan, together with other provisions, provided for compensation to members of the Contractors Class, defined to include the following:

"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 in March of 2006."

If you fall into this class and had losses for which you have not been compensated, you may be eligible for compensation.

To obtain compensation you are required to apply to the Administrator:

Global Resolutions Inc.  
45 St. Nicholas Street  
Toronto, Ontario  
M4Y 1W6  
Tel: (416) 964-7497  
Fax: (416) 925-8122

The Administrator will provide you with an application package.

The deadline for making an application is March 31, 2012.

**SCHEDULE G**

**FULL AND FINAL RELEASE**

FOR AND IN CONSIDERATION of the payment of \$ \_\_\_\_\_  
(the "Compensation Amount") 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

\_\_\_\_\_/s  
Releasor

\_\_\_\_\_  
Witness

\_\_\_\_\_/s  
Releasor

## APPENDIX 1

### BUSINESS 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 either the Caledonia Business Class or the Highway 6 Class, each as described in Schedule A (the "Applicant") may claim compensation on account of economic loss during the period February 28, 2006 to December 31, 2009.

Claims may be made pursuant to one of three (3) options, as described below. Compensation will only be paid for claims that are approved following adjudication. It is expected that the maximum compensation under Options 2 and 3 for approved claims will be \$100,000, less Collateral Benefits as described below. However, Applicants making claims pursuant to Options 2 and 3 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.

#### How to Claim Compensation

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

1. this Application, completed so as to indicate which of three (3) application options, described below, the Applicant chooses;
2. the attached Release, as duly signed and witnessed (the Release does not come into effect until a payment is made);
3. in the case of Options 2 and 3, as described below, a duly completed Proof of Loss; and
4. in the case of Options 1, 2 and 3, 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.

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.** Partial payments may be available in respect of Application Packages submitted before the deadline, as described below. 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 a 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 on behalf of a deceased class member by a personal representative, it must be accompanied by a notarized copy of relevant documentation evidencing the due, lawful and continuing appointment of the personal representative.

An 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 Application.

## **Application Options**

### **Option 1 – Claiming a Payment without Proof of Loss**

An Applicant may use this option to claim up to \$5,000 without proof of loss.

Applications under Option 1 that are postmarked by January 15, 2012 and accepted following adjudication will be paid on or before March 31, 2012.

By making an Application under this option, the Applicant:

1. waives any entitlement to claim more than \$5,000;
2. acknowledges and agrees that the Application will be adjudicated by the Settlement Administrator, that the Application may be accepted or rejected and that the decision of the Settlement Administrator is final without a right of appeal; and
3. represents and warrants that the Applicant has not opted out of the Class Action or signed a release in favour of the defendants in the Class Action.

### **Option 2 – Claiming a Payment with a Simplified Proof of Loss**

An Applicant may use this option to claim up to \$100,000, less Collateral Benefits, using the attached Simplified Proof of Loss.

Applications under Option 2 that are postmarked by January 15, 2012 and approved following adjudication will be partially paid by March 31, 2012. The partial payment will be the lesser of the approved claim as adjudicated, net of Collateral Benefits, and \$25,000.

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.

By making an Application under this option, the Applicant:

1. waives any entitlement to a payment under Option 1;
2. acknowledges that the Simplified Proof of Loss under Option 2 is designed to simplify the application process and may not value the Applicant's claim with precise accuracy;
3. agrees to calculate loss of sales on a calendar year basis;
4. agrees to use the gross profit margin specified in the chart accompanying the Simplified Proof of Loss for the industry sector in which the Applicant operates;
5. acknowledges and agrees that the Application is subject to audit;
6. acknowledges and agrees that the Application will be adjudicated by the Settlement Administrator, that it may be accepted in whole or in part or rejected, and that the decision of the Settlement Administrator is final without a right of appeal; and
7. 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 Simplified Proof of Loss.

### **Option 3 – Claiming a Payment with a General Purpose Proof of Loss**

An Applicant may use this option to claim up to \$100,000, less Collateral Benefits, using the attached General Proof of Loss.

The Applicant may choose this option if the Applicant's business does not fall within the industry sectors provided in the Simplified Proof of Loss or if in the Applicant's view Option 2 is otherwise unsuitable.

An Application under Option 3 that is postmarked by the deadline for applications of March 31, 2012 and accepted following adjudication will be partially paid on or before June 30, 2012. The partial payment will be the lesser of the claim as accepted, net of Collateral Benefits, and \$25,000.

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.

By making an Application under this option, the Applicant:

1. waives any entitlement to a payment under Option 1;
2. waives the use of the Simplified Proof of Loss under Option 2 and assumes the burden of providing appropriate information and documentation in support of its claim;
3. agrees to calculate loss of sales on a calendar year basis;
4. acknowledges and agrees that its claim is subject to audit;
5. 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
6. 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.

**Option Choice**

The Applicant chooses Option \_\_\_\_.

**Collateral Benefits Received**

In the case of applications pursuant to Option 2 or Option 3, 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

### **Caledonia Business Class**

All those persons, including sole proprietors, partnerships, corporations or organizations, who carried on a business, whether for profit or non-profit, on April 20, 2006, with business addresses on Argyle Street between Highway 6 and Green Road and on Caithness Street East or Caithness Street West between Inverness Street and Edinburgh Square in Caledonia, Ontario, and who were in business during the occupation by protestors of the Douglas Creek Estates, the closure of Argyle Street, the interruption of hydro services, the shutdown of the Hydro One Caledonia transformer station, or the occupation of the lands of the Province of Ontario, formerly Douglas Creek Estates.

### **Highway 6 Class**

All those persons, including sole proprietors, partnerships, corporations or organizations, who carried on a business, whether for profit or non-profit, on April 20, 2006, with business addresses on Highway 6 from Highway 3, to Haldibrook Road, and who were in business during the occupation by protestors of the Douglas Creek Estates, closure of Argyle Street, the interruption of hydro services, the shutdown of the Hydro One Caledonia transformer station, or the occupation of the lands of the Province of Ontario, formerly Douglas Creek Estates.

**SCHEDULE B**

**FULL AND FINAL RELEASE**

FOR AND IN CONSIDERATION of the payment of \$ \_\_\_\_\_  
(the "Compensation Amount") 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

\_\_\_\_\_/s  
Releasor

\_\_\_\_\_  
Witness

\_\_\_\_\_/s  
Releasor

**Business Application -- Simplified 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:

Applicant's NAICS Number (if applicable, otherwise indicate "n/a"): \_\_\_\_\_

Industry Sector, from attached chart: \_\_\_\_\_

Gross Profit Margin for Applicant's Industry Sector (see attached chart): \_\_\_\_\_

Base Sales\* (2005 sales on a calendar year basis – enter in Column A below): \$ \_\_\_\_\_

\*to account for inflation, increase Base Sales by 2% per year for 2006 and subsequent years

**Calculation of Claim**

| Year   | A. Base Sales | B. Sales | C. Loss of Sales (A-B)<br>(if negative enter "nil") | D. Gross Profit Margin | E. Gross Claim (C x D) |
|--|---------------|----------|---|------------------------|------------------------|
| 1. 2006  | \$ _____      | \$ _____ | \$ _____  | _____ %                | \$ _____               |
| 2. 2007  | \$ _____      | \$ _____ | \$ _____  | _____ %                | \$ _____               |
| 3. 2008  | \$ _____      | \$ _____ | \$ _____  | _____ %                | \$ _____               |
| 4. 2009  | \$ _____      | \$ _____ | \$ _____  | _____ %                | \$ _____               |
| 5. Gross claim before Collateral Benefits (add of Column E, lines 1 + 2 + 3 + 4)     |               |          |   |                        | \$ _____               |
| 6. Collateral Benefits (Ontario Business Recovery Program) (if none, indicate nil)   |               |          |   |                        | \$ _____               |
| 7. Net claim after Collateral Benefits (line 5 – line 6) (if negative, indicate nil) |               |          |   |                        | \$ _____               |

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

## Chart of Industry Sectors

| Industry   | NAICS | COS (%) | Gross Profit (%) |
|--|-------|---------|------------------|
| <b>Retail Trade</b>                                    | 44-45 | 66.8%   | 33.2%            |
| Motor vehicle and parts dealers                        | 441   | 74.6%   | 25.4%            |
| Automotive Parts, Accessories and Tire Stores          | 4413  | 64.3%   | 35.7%            |
| Furniture and Home Furnishing Stores                   | 442   | 60.0%   | 40.0%            |
| Electronics and Appliance Stores                       | 443   | 62.8%   | 37.2%            |
| Building Material and Garden Equipment and Supplies    | 444   | 64.6%   | 35.4%            |
| Food and Beverage Stores                               | 445   | 73.8%   | 26.2%            |
| Grocery Stores   | 4451  | 77.0%   | 23.0%            |
| Health and Personal Care Stores                        | 446   | 61.2%   | 38.8%            |
| Gasoline Stations                                      | 447   | 80.0%   | 20.0%            |
| Clothing and Clothing Accessories Stores               | 448   | 55.7%   | 44.3%            |
| Sporting Goods, Hobby, Book and Music Stores           | 451   | 60.8%   | 39.2%            |
| General Merchandise Stores                             | 452   | 67.3%   | 32.7%            |
| Miscellaneous Store Retailers                          | 453   | 56.3%   | 43.7%            |
| Non-Store Retailers                                    | 454   | 51.4%   | 48.6%            |
| <b>Wholesale Trade</b>                                 | 41    | 62.6%   | 37.4%            |
| Farm Products  | 411   | 55.9%   | 44.1%            |
| Petroleum Products                                     | 412   | 64.1%   | 35.9%            |
| Food, Beverage and Tobacco                             | 413   | 70.8%   | 29.2%            |
| Personal and Household Goods                           | 414   | 60.9%   | 39.1%            |
| Motor Vehicles and Parts                               | 415   | 67.5%   | 32.5%            |
| Building Materials and Supplies                        | 416   | 64.5%   | 35.5%            |
| Machinery, Equipment and Supplies                      | 417   | 62.2%   | 37.8%            |
| Miscellaneous wholesale                                | 418   | 62.6%   | 37.4%            |
| <b>Manufacturing</b>                                   | 31-33 | 60.1%   | 39.9%            |
| Food   | 311   | 59.9%   | 40.1%            |
| Beverage and Tobacco                                   | 312   | 47.2%   | 52.8%            |
| Textile Mills  | 313   | 65.4%   | 34.6%            |
| Clothing   | 315   | 60.0%   | 40.0%            |
| Wood Products  | 321   | 64.5%   | 35.5%            |
| Paper  | 322   | 66.0%   | 34.0%            |
| Petroleum and Coal                                     | 324   | 55.6%   | 44.4%            |
| Plastics and Rubber                                    | 326   | 65.3%   | 34.7%            |
| Primary Metal  | 331   | 68.0%   | 32.0%            |
| Fabricated Metal                                       | 332   | 60.9%   | 39.1%            |
| Machinery  | 333   | 61.6%   | 38.4%            |
| Computers and Electronics                              | 334   | 53.1%   | 46.9%            |
| Transportation Equipment                               | 336   | 63.9%   | 36.1%            |
| Furniture and Related Products                         | 337   | 63.9%   | 36.1%            |
| <b>Professional, Scientific and Technical Services</b> | 54    | 16.1%   | 83.9%            |
| <b>Health Care and Social Assistance</b>               | 62    | 7.1%    | 92.9%            |
| Nursing and Residential Care Facilities                | 623   | 11.6%   | 88.4%            |
| <b>Transportation and warehousing</b>                  | 48-49 | 23.0%   | 77.0%            |
| Rail Transportation                                    | 482   | 12.5%   | 87.5%            |
| Truck Transportation                                   | 484   | 19.1%   | 80.9%            |
| Transit and Ground Passenger Transportation            | 485   | 15.0%   | 85.0%            |
| Couriers and Messengers                                | 492   | 27.3%   | 72.7%            |
| Warehousing and Storage                                | 493   | 28.4%   | 71.6%            |
| <b>Accommodation and Food Services</b>                 | 72    | 41.5%   | 58.5%            |
| Accommodation Services                                 | 721   | 24.1%   | 75.9%            |
| Food services and Drinking places                      | 722   | 45.0%   | 55.0%            |
| <b>Other Services (except Public Administration)</b>   | 81    | 34.7%   | 65.3%            |
| Repair and Maintenance                                 | 811   | 50.1%   | 49.9%            |
| Personal and Laundry Services                          | 812   | 27.1%   | 72.9%            |
| <b>Construction</b>                                    | 23    | 54.8%   | 45.2%            |
| Construction of Buildings                              | 236   | 62.6%   | 37.4%            |
| Heavy and Civil Engineering Construction               | 237   | 42.4%   | 57.6%            |
| <b>Agriculture, Forestry, Fishing and Hunting</b>      | 11    | 10.6%   | 89.4%            |
| Crop Production  | 111   | 7.0%    | 93.0%            |
| Animal Production                                      | 112   | 4.0%    | 96.0%            |
| Fishing, Hunting and Trapping                          | 114   | 9.8%    | 90.2%            |
| Support Activities for Agriculture and Forestry        | 115   | 28.1%   | 71.9%            |
| <b>Management of Companies and Enterprises</b>         | 55    | 9.6%    | 90.4%            |

**Business Application -- General 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:**

*[Describe and document the losses that your business incurred. To do so, you may wish to compare your 2005 sales, calculated on a calendar year basis ("base sales"), with your sales in calendar 2006, as well as 2007, 2008 and 2009, if applicable. To account for inflation, you may assume that your 2005 base sales would have increased by 2% annually. To calculate your losses, multiply your lost sales for relevant years against a gross profit margin. You may wish to explain why you see the gross profit margin as appropriate. Alternatively, use your own analysis to describe and document the losses that your business incurred. In either case, account for any payments your business received from the Business Recovery Program funded by the Government of Ontario, which reduce your business's losses. Attach additional pages if necessary and enclose copies of relevant documents. Do not send originals.]*

**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

## APPENDIX 2

### 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 \$ \_\_\_\_\_  
(the "Compensation Amount") 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

\_\_\_\_\_/s  
Releasor

\_\_\_\_\_  
Witness

\_\_\_\_\_/s  
Releasor

**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:**

*[Describe and document the loss that your business incurred. Attach additional pages if necessary and enclose copies of relevant documents. Do not send originals.]*

**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

## APPENDIX 3

### Property Occupiers 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 Property Occupiers Class, as described in Schedule A (the "Applicant") may claim compensation for impacts experienced relating to the subject matter of the Class Action.

Compensation will only be paid for claims approved following adjudication. Applications that are postmarked by January 15, 2012 and approved following adjudication will be paid by March 31, 2012. Applications that are postmarked after January 15, 2012 and prior to the deadline for applications referred to below of March 31, 2012, will be paid by June 30, 2012.

#### 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.

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 wish 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"]:

Financial Assistance Program, administered by the Ministry of Municipal Affairs \$\_\_\_\_\_

**Consent to Release of Personal Information**

The Applicant 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: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

## Schedule A

### Property Occupiers Class

All those persons who from February 28, 2006 have occupied real property located within the boundaries and at the addresses set out in Schedule "A" to the February 8, 2010 Certification Order of the Honourable Justice Crane in the Class Action and have been in occupation for one or more of, the occupation by protestors of the Douglas Creek Estates, the closure of Argyle Street, the closure of Highway 6 between Green Road and the junction of Argyle Street South of the occupation of protestors of the property of the Province of Ontario, formerly the Douglas Creek Estates lands.

**SCHEDULE B**

**FULL AND FINAL RELEASE**

FOR AND IN CONSIDERATION of the payment of \$\_\_\_\_\_ (the "Compensation Amount") 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

\_\_\_\_\_/s  
Releasor

\_\_\_\_\_  
Witness

\_\_\_\_\_/s  
Releasor

**Caledonia Class Action -- Proof of Loss (Property Occupiers Class)**

**Under penalty of law, I submit the following, which I solemnly declare to be true:**

I occupied the property municipally known by the Caledonia address: \_\_\_\_\_

during the following period (choose the longest applicable period by initialing beside it):

- 1. February 28, 2006 to date \_\_\_\_\_
- 2. February 28, 2006 until at least July 4, 2006, \_\_\_\_\_
- 3. February 28, 2006 until at least June 4, 2006 \_\_\_\_\_
- 4. February 28, 2006 until at least April 20, 2006 \_\_\_\_\_

**I undertake** to share equitably any award of compensation pursuant to my Application that accompanies this Proof of Loss with other Class Members with whom the Applicant occupied the property that is the subject of the Application.

**I further solemnly declare** that I have not opted out of the Class Action or signed a release in favour of the defendants in the Class Action.

**I further solemnly declare** that the total payments that I received from the Business Recovery Program funded by the Government of Ontario are as disclosed in my Application that accompanies this Proof of Loss.

**DECLARED before me at Caledonia, Ontario,**

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

\_\_\_\_\_  
Signature

.....  
**Commissioner for Oaths or Affidavits**

**Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

\_\_\_\_\_

## SCHEDULE B



**GlobalResolutions**

August 29, 2011

Mr. John Findlay  
Findlay McCarthy LPP  
65 James St. N.  
Hamilton ON L8R 2L5

Re: Caledonia Class Action  
Proposed administration service

Dear Mr. Findlay

This letter describes the terms on which Global Resolutions Inc. ("we") proposes to provide your firm ("you"), in your firm's capacity as class counsel in Ontario Superior Court of Justice Action 114/2006-CP, commenced in Cayuga (the Caledonia class action), claims administration services ("services"), as contemplated by the Caledonia Compensation Plan as approved by the Court (the "Plan"), in relation to the settlement of the Caledonia class action pursuant to Minutes of Settlement dated June 30, 2011, which settlement was approved by Court order by judgment dated July 8, 2011 (the "settlement judgment").

Assuming the proposed terms are agreeable, kindly date, countersign and return this letter. Once countersigned this letter constitutes a binding contract between us.

### **Services to be Provided**

We will:

1. Submit a budget for the services to be provided pursuant to this agreement for court approval. The budget will identify the individuals that will undertake adjudications, as well as a nominal hourly rate for each. Please note, however, that the budget is based on our assessment of the overall cost to be incurred in undertaking the services, including the adjudication functions, on a block fee basis. Our budget therefore provides a range of fees, calculated on a block fee basis, for each aspect of each of the services that we propose to provide. To avoid any confusion, our proposed contract is not based on a specific number of hours to be provided by individuals undertaking specific services. In addition, any requirement to record the time spent on administering and adjudicating each of the claims of 798 currently identified class members would introduce significant administrative complexity and significant associated cost. As a result, our proposed contract is premised, as a term, on our not being required to record or docket time spent in undertaking our contractual duties.

2. Draft a claims package, consisting of a cover letter and application form and related documents, for each of four classes:
  - i. The "Business Class," being the 148 businesses listed in Schedule "A" of the Plan.
  - ii. The "Highway 6 Class," being the 220 businesses listed in Schedule "B" of the Plan.
  - iii. The "Contractors Class," being the 10 contractors listed in Schedule "D" of the Plan.
  - iv. The "Property Occupiers Class," being the occupiers, during the period specified by you, of 420 properties as listed in Schedule "E" of the Plan. The identities of the individuals included in the Property Occupiers Class are unknown. We will incur such disbursements as you instruct to identify those individuals.
3. Draft such additional documents, including audit demands, compensation determinations, reasons for decision, where required, adjudication advisories and other documents as may reasonably be required for the administration of the Plan.
4. Arrange for the delivery of application packages to class members by registered mail, courier or otherwise as you direct and incur disbursements for that purpose.
5. Receive submitted applications, organize the applications properly submitted for adjudication and return those not properly submitted.
6. Satisfy ourselves, to the extent practicable, that all required proof is provided in support of a submitted application.
7. Adjudicate properly submitted applications in accordance with the Plan. Before adjudicating we may in our discretion audit an applicant's claim by requiring such additional information and documentation as we may in our discretion deem appropriate, but in no case will we audit more than 10% of the applications submitted in any one class.
8. Where following adjudication we determine that compensation is payable, complete a compensation determination, which may be in standard form.
9. Where the adjudication results in a denial of compensation, also complete reasons in writing for the decision to deny compensation, which may where appropriate be in standard form.
10. Deliver the compensation determination, as well as reasons for denial where applicable, to the applicant by registered mail, courier or otherwise as you direct, and incur disbursements for that purpose. The compensation determination will be accompanied by a release, as drafted by you in a mutually agreeable form, that releases us, among others, as well as our past and present officers, directors, agents and contractors. The applicant will be instructed to complete and return the release, which will not be in effect until payment is made, in order to receive payment of the adjudicated compensation.
11. Receive and review the response and release. Return for re-execution the response and/or release if not fully completed and duly executed.

12. Deliver a copy of the response and release to you by registered mail, courier or otherwise as you direct, with an adjudication advisory, identifying the class member and authorizing you to issue a cheque in a specified amount to the class member, and incur disbursements for that purpose. Your office will deliver the authorized cheque to the applicant under your cover letter and copy us with both the letter and the cheque.
13. Report to you monthly in writing as to the status of the claims administration in each class, including:
  - i. claims received;
  - ii. claims adjudicated;
  - iii. audits undertaken or in process;
  - iv. compensation determinations delivered;
  - v. reasons for denials delivered;
  - vi. responses received;
  - vii. compensation determinations accepted;
  - viii. appeals requested;
  - ix. adjudication advisories delivered to you.
14. Assist in preparing reserves on account of appeals, as well as in the event of a court-ordered audit or the court-ordered appointment of a court assistant.
15. Process appeals up to a maximum of 10% of the adjudicated claims that are eligible for appeal, using a three person panel that does not include the adjudicator whose compensation determination is the subject of the appeal and that undertakes a paper review of the relevant application and the compensation determination, with authority to uphold or vary the compensation determination.
16. Report to the relevant class member and to you on the results of appeals.
17. Where appropriate in light of requests for appeals, suspend the authorization of compensation payments, in consultation with you.
18. Following the completion of any appeals, authorize further payments out of any available surplus funds.
19. Provide such additional services and incur such additional disbursements as may reasonably be required to complete the claims administration services provided in the Plan. Since we will communicate with claimants by standard form, we will direct any phone, fax or email enquiries to you.
20. Provide you with a final report in writing certifying the completion of the claims administration process.
21. Report to the court as the court may direct.
22. Take appropriate steps to safeguard the privacy of applicants and use and disclose any information obtained from applicants only for the purpose of undertaking the services provided for in this agreement.

23. Maintain secure records of the claims administration process, including all applicants' data and all the information created, compiled or obtained in the course of the services provided for in this agreement as the court may direct.

### Fees

Our fee is calculated as 7.5% of the aggregate value of the funds administered, provided however that our minimum fee is \$1,000,000 plus HST. In the event of unexpected circumstances, we may charge an additional fee plus HST. Unexpected circumstances include but are not limited to the number of appeals exceeding 10% of the adjudicated claims eligible for appeal and the period of time required to complete the claims administration services described above exceeding 12 months. If there is disagreement otherwise as to the existence of unexpected circumstances, we or you may apply to the Court for directions.

Our minimum fee of \$1,000,000 is payable in 10 monthly installments of \$100,000 plus HST beginning the earlier of the date of approval of our budget and this contract and October 1, 2011.

Our fees and HST form a first charge on the settlement funds available for distribution to claimants. Upon countersigning this letter you will set aside \$1,130,000 from the settlement funds to be held in a separate trust account, for the purpose of securing payment of our fees and HST.

### Disbursements

The disbursements that we incur in performing the administration services described above, both internal and external, are extra costs that are not included in our fee.

In order to facilitate the payment of disbursements, we require an advance payment of \$100,000 on account of disbursements that we will incur. We will account for the advance payment in our final account.

### Termination

It is a term of this contract both that our budget and this contract be approved by the court. If the our budget and this contract are not approved by October 1, 2012, we may at our option declare the contract to be terminated, without prejudice to our continuing entitlement under this contract to payment on account of fees, HST and disbursements for services rendered up to the date of termination.

If there is default in the payment of an installment on account of fees we may provide you with written notice by registered mail requiring payment within 10 days of the date of the default. If the default is not rectified within 10 days we may suspend the services described above until the default is rectified. If the default is not rectified within a further 20 days we may at our option declare the contract to be terminated, without prejudice to our continuing entitlement under this contract to payment on account of fees, HST and disbursements for services rendered up to the date of termination.

If following termination there is disagreement as to the amount of our continuing entitlement under this contract to payment on account of fees, HST and disbursements for services rendered up to the date of termination, we or you may request that the issue be mediated or arbitrated on agreeable terms.

**Miscellaneous**

This agreement supercedes any previous agreement and constitutes the entire agreement between us. This agreement may only be amended or varied in writing. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express, implied or statutory, between us other than as expressly set forth in this agreement.

This agreement shall be construed in accordance with the laws of Ontario and the laws of Canada applicable therein and shall be treated, in all respects, as an Ontario contract.

We trust that these terms are agreeable and look forward to working with you.

Yours very truly,

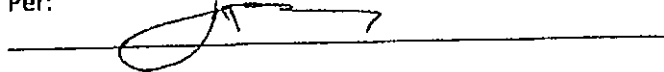


James Dunbar  
Global Resolutions Inc.

Countersigned by way of acceptance this 29th day of  
August, 2011

Findlay McCarthy LPP

Per:



# SCHEDULE C

## Caledonia Class Action

### Budget -- Settlement Administration

Global Resolutions Inc.

7/13/2011

| Activity   | Fee             |
|--|-----------------|
| <b>A. Preliminary Attendances</b>  | <b>\$25,000</b> |
| 1 Meet with class counsel, rep plaintiffs, accountant<br>2 Review documents (Statement of Claim, Certification Order, Minutes of Settlement, Draft Compensation Plan)<br>3 Attend court hearing re settlement approval   |                 |
| <b>B Design</b>  | <b>\$75,000</b> |
| 1 Develop budget for court approval<br>2 Design adjudication options, in consultation with class counsel and accountant<br>3 Draft adjudication protocol<br>4 Draft documents required for adjudication including Damages Determination<br>5 Design claims administration process<br>6 Draft documents required for claims administration, including: cover letter, application form, Simplified Proof of Loss, General Proof of Loss, Release (review only), Audit Demand, Damages Determination and all miscellaneous and ancillary documents<br>7 Draft administration protocol<br>8 Design audit process for 4 sub-classes<br>9 Draft Notice of Audit and other documents required for audit process<br>10 Confer with class counsel and rep plaintiffs as required to refine and complete design and obtain any required court approval.<br>11 Attend court hearings as required by class counsel |                 |

**C Administration**

**\$250,000**

- 1 As a preliminary process for the property occupiers class, retain and instruct to search title on the 420 addresses included in the class.
- 2 Review sub-search results and develop database of current owners
- 3 Receive and review responses, follow-up as required and create database of owners, in consultation with class counsel.
- 4 Once the preliminary process is complete, arrange mailings of appropriate application packages and cover letters to all class members (4 classes, approximately 800 members or owners).
- 5 Arrange delivery of application packages
- 6 Receive submitted applications and review for compliance with application requirements
- 7 Notify applicants of incomplete applications
- 8 Compile database of delivered application packages and compliant and non-compliant applications
- 9 Organize compliant applications by sub-class and deliver to adjudicator
- 10 Arrange deliver of Audit Demands as directed by adjudicator
- 11 Receive responses to Audit Demands, organize and deliver to adjudicator
- 12 Receive and organize Damage Determinations by adjudicator
- 13 Deliver Damage Determinations to applicants and class counsel
- 14 Compile database of Damage Determinations for monthly report to class counsel
- 15 Respond to letters, emails and phone calls from applicants
- 16 Consultations between administrators and adjudicators as required
- 17 Miscellaneous tasks to permit orderly administration

**D Adjudication**

**Sub-Total by Class**

**1 Business Class (148 Members)**

**\$175,000 - \$225,000**

This class currently has 148 members. However, it is anticipated that additional businesses will attempt to qualify as members.

**Option 1**

- Option 1 provides for a fixed payment of **\$5,000**.
- The application process under Option 1 does not require a proof of loss.
- In light of the minimal payment and the availability of other options (described below), relatively few class members are expected to choose this option.
- Adjudications under Option 1 entail confirming that the applicant is a class member and that the documents provided in support of the application, including a sworn statutory declaration and release, are regular and complete, and that the applicant has not made an application under any other option.
- Applications under this option are not otherwise subject to audit.
- Following adjudication, the adjudicator will prepare notification indicating either that the application has been disallowed, and the basis for the disallowance, or that the application has been approved and authorizing the fixed payment.
- The adjudicator will confer with the applicant and class counsel to ensure, to the extent practicable within the approved budget, that apparent irregularities in the application are cured prior to the adjudication, to ensure fairness.

## Option 2

- Under Option 2, a class member can apply for payment of up to \$100,000.
- Option 2 requires the submission of a simplified proof of loss in prescribed form.
- The simplified proof of loss requires that the applicant:
  - indicate base sales for 2005
  - indicate loss of sales for each of 2006, 2007, 2008 by reference to 2005 sales.
  - indicate the gross profit margin applicable to lost sales, by reference to a chart.
  - indicate loss profits for each year, using the prescribed lost sales and gross profit margin.
- It is expected that some class members will be attracted by the relative simplicity of the application process. However, the process is inflexible and will not take into account the individual circumstances of each class member, both in relation to the class member's business and the impact of the relevant circumstances on that business. In light of the maximum claims permitted under both this option and Option 3 (below), it is expected that a relatively small number of class members will select this option.
- Applications under the this option are subject to audit, in the discretion of the adjudicator, up to a maximum of 10% of the applications submitted under this option.
- Adjudications under Option 2 again entail confirming that the applicant is a class member and that the documents provided in support of the application, including a sworn statutory declaration and release, are regular and complete, and that the applicant has not made an application under any other option.

- Adjudications under this option also entail a review of the calculations in the Simplified Proof of Loss for compliance with the requirements of the option and accuracy, as well as for reasonableness.
- Following adjudication, the adjudicator will prepare notification in one of three forms, advising the class member:
  - that the application has been disallowed, and the basis for the disallowance
  - that the application has been approved, and authorizing an initial payment of the lesser of the amount claimed and \$25,000
  - that the claim is being audited, with a request for documents.
- In the case of an audit, the adjudicator will review the documents submitted and complete the adjudication.
- Following the initial payments of the lesser of the amount claimed and \$25,000, the adjudicator, in consultation with class counsel, will ascertain the available surplus settlement funds and will authorize pro rata payment of those funds, in increments of \$25,000 (to the extent available), up to the lesser of the amount available for distribution and the adjudicated claim, subject a maximum payment per claim of \$100,000.
- Following the completion of the process, the adjudicator will provide a final report to class counsel, confirming the the claims adjudicated and the completion of the adjudication process.
- The adjudicator will confer with the applicant and class counsel to ensure, to the extent practicable within the approved budget, that apparent irregularities in the application are cured prior to the adjudication, to ensure fairness.

**2 Highway 6 Class (220 Members)**

**\$375,000 - \$500,000**

This class currently has 220 members. However, as in the case of the business class, it is anticipated additional businesses will attempt to qualify .

It is anticipated that the process of adjudication will be similar to the process as described above in relation to the business class.

**3 Property Occupiers Class (420 Addresses)**

**\$75,000 - \$100,000**

This class currently covers 420 household addresses. It is not expected that the number of addresses included in the class will increase.

The class members are the occupiers of the households at the addresses specified for the class from February 28, 2006.

The number and identity of the occupiers are presently unknown. It is expected that they will be ascertained through the current owners, who will in turn be identified by sub-searches of title, as described above under Administration.

Payments will be made to households by address, to be divided *pro rata* among the occupiers of the household from February 28, 2006.

The current owners will be invited to submit an application, identifying the occupants from February 28, 2006 or, where appropriate, to forward the application package to the previous owner.

The adjudication of the applications will include a review to confirm that the application identifies all of the occupants from the specified date, as supported by a sworn statutory declaration.

If the application appears complete and regular, the adjudicator will determine, by reference to a chart, the compensation factor applicable to the household by address.

The amount of the initial and any supplemental payment(s) to the household will be as directed by class counsel.

The adjudicator will determine the *pro rata* allocation of the payment among the adjudicated occupiers.

If the application does not appear complete and regular, the adjudicator will disallow the application and provide notice to the applicant, advising of the reason for the disallowance.

Following the completion of the adjudication process, the adjudicator will provide a final report to class counsel, confirming the claims adjudicated and the completion of the adjudication process.

The adjudicator will confer with the applicant and class counsel to ensure, to the extent practicable within the approved budget, that apparent irregularities in the application are cured prior to, the adjudication, to ensure fairness.

#### **4 Contractors Class (10 members)**

**\$25,000 - \$45,000**

This class currently has 10 members. Notice of the settlement of the class action will be published for the purpose of identifying additional businesses that qualify as members. It is therefore expected that this size of this class may increase.

Class members may apply for a payment of up to **\$100,000**.

Class members are required to complete a general proof of loss, supported by information and documentation as the class member deems appropriate.

The adjudication of claims and the process of payment will be the same as in the case of applications under Option 3 by members of the business class and the highway 6 class.

The adjudicator will confer with the applicant and class counsel to ensure, to the extent

practicable within the approved budget, that  
apparent irregularities in the application are cured  
prior to, the adjudication, to ensure fairness.

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Adjudication Sub-Total **\$650,000-\$870,000** **\$650,000-\$870,000**

**Total Fees for Preliminary, Design, Administration and Adjudication**

**\$1,000,000 - \$1,220,000**  
plus HST

**KRP ENTERPRISES INC. et al.**  
Plaintiffs

v. **ONTARIO PROVINCIAL POLICE COMMISSIONER GWEN M. BONIFACE et. al.**  
Defendants

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**ONTARIO**  
**SUPERIOR COURT OF JUSTICE**  
**Action Commenced at Cayuga**

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**ORDER**

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