

PLAN OF DISTRIBUTION

The procedures set forth herein are intended to govern the administration of the Settlement Amount paid in accordance with the Settlement Agreement. The procedures shall be implemented by the Claims Administrator, subject to the ongoing authority and supervision of the Ontario Superior Court of Justice. The definitions set out in the Settlement Agreement apply to and are incorporated into this Plan of Distribution which operates with respect to Property Damage and Extraordinary Damage claimed by Class Members.

1. ALLOCATION OF SETTLEMENT AMOUNT

1.1. Two funds (collectively “the Distribution Funds”) have been created from the Settlement Amount for distribution to Class Members, as follows:

(1) The Property Damage Fund, which compensates Class Members for Property Damage; and

(2) The Extraordinary Damage Fund, which compensates Class Members for Extraordinary Damage.

1.2 Prior to calculating and distributing compensation to Class Members, the following expenses shall be deducted from the Distribution Funds on a pro-rata basis as approved by the Court:

(1) legal fees, disbursements and taxes approved by the Court;

(2) notice and claims administration.

1.3 The third fund (“Cost Fund”) created from the Settlement Amount contains the payment made on account of Costs.

1.4 After Class Counsel Fees are approved by the Court, the monies in the Cost Fund will be payable to Class Counsel. The remaining amount of Class Counsel Fees payable will come from the Distribution Funds as described in section 1.2 above and will be payable at the same time that monies from the Distribution Funds are payable to Class Members or as otherwise directed by the Court.

2 ELIGIBILITY FOR COMPENSATION

2.1 **PROPERTY DAMAGE FUND:** Subject to the approval of the Claims Administrator, a Class Member shall be eligible for compensation out of the Property Damage Fund upon filing a properly completed Property Damage claim form, attaching copies of all necessary documentation, postmarked on or before the Claims Deadline.

2.2 Class Members will receive a pro-rata share of the monies in the Property Damage Fund based on their approved point total.

2.3 Points are awarded to Class Members as follows:

<u>Criteria</u>	<u>Number of Points Earned</u>
The Class Member's property (for greater clarity, property refers to "real property" (i.e. fee simple)) has not had an indoor TCE Reading above 20 µg/m ³	4
The property has had one or more indoor TCE reading(s) above 20 µg/m ³ but not above 200 µg/m ³	8
The property has had one or more indoor TCE reading(s) Above 200 µg/m ³	16
Soil Vapour Extraction ("SVE") unit installed on property	16
Property is dependent on an SVE unit (but the unit not installed on the property)	8
Heat Recovery Ventilator unit installed on property	4
Sealants/passive barriers installed on property	1
One or more testing wells installed on property	32
Class Member was required to evacuate from their property while remediation was performed on their property for:	
• 3 – 14 nights	2
• 15 – 60 nights	4
• 61 – 120 nights	6
• more than 120 nights	12
• multiply the points from this section by 2 if there were more than two members in the household during this time	

A Class Member who owns more than one property in the Class Area, receives points as per above for each property. In order to be considered more than one property, the properties must not be attached in any way.

2.4 Points earned according to section 2.3 above are based on the criteria applicable to the Class Member at the time the claim form is completed. If subsequent to submitting the claim form, and prior to all monies in the Property Damage Fund being dispersed in accordance with this Plan of Distribution, the status of a Class Member's property changes resulting in that they would receive more points if the points were recalculated (i.e. a higher TCE reading or a qualifying unit installed on the property), the Class

Member can submit an amended claim form to the Claims Administrator asking for the point value of their claim to be recalculated.

2.5 EXTRAORDINARY DAMAGE FUND: Class Members can make a claim for Extraordinary Damage to recover quantifiable damages not covered by compensation received from the Property Damage Fund. In order to make a claim for Extraordinary Damage, a Class Member must file a properly completed Extraordinary Damage claim form postmarked within 90 days of the Claims Deadline.

2.6 Extraordinary Damage claim forms must have all supporting documentation (i.e. receipts; expert report) attached and the amount of compensation awarded will be assessed by the Claims Administrator. Claims for Extraordinary Damage will be limited to quantifiable damage amounts provable at law, not sufficiently accounted for out of the Property Damage Fund, that the Class Member can establish, such as:

- extraordinary diminution claim
- extra out-of-pocket expenses
- loss of income (rental or sales).

2.7 The Claims Administrator has the discretion to seek independent expert advice in evaluating a claim for Extraordinary Damage or to appoint an arbitrator in determining the proper claim value.

2.8 If after all of the claims for Extraordinary Damage have been paid there are any monies remaining in the Extraordinary Damage Fund, those monies will be transferred into the Property Damage Fund. If there is not enough money in the Extraordinary Fund to pay the full amount of the claims of each Class Member as approved by the Claims Administrator, Extraordinary Damage claims will be paid out on a pro-rata basis.

2.9 Eligible Class Members may receive direct compensation from both the Property Damage Fund and the Extraordinary Damage Fund.

2.10 The Claims Deadline for a Property Damage claim shall be 90 days after the date on which notice of settlement approval is first disseminated or such date as is set by the Court. Class Members shall have an additional 90 days from the Claims Deadline in which to file an Extraordinary Damage claim.

2.11 A Class Member who opts out of the within proceeding or has settled their claim against the Defendants is ineligible for payment.

2.12 Excluded Persons are ineligible for payment.

3 GENERAL CLAIMS PROCESSING GUIDELINES

3.1 Efficiency

The Claims Administrator shall process all claims in a cost-effective and timely manner.

3.2 Technical Deficiencies

If during claims processing, the Claims Administrator finds that technical deficiencies exist in a claimant's claim form, the Claims Administrator shall notify the claimant of the deficiencies via regular mail and shall allow the claimant thirty (30) days from the date of mailing of such notice to correct the deficiencies. If the deficiencies are not corrected within the thirty (30) day period, the Claims Administrator shall reject the claim without prejudice to the right of the claimant to resubmit the claim provided the claimant is able to meet the filing deadlines and other requirements set forth in this Plan of Distribution.

Technical deficiencies shall not include missing the deadline for filing the claim form. In no event shall the Claims Administrator accept claim forms for Property Damage postmarked after the Claims Deadline or claim forms for Extraordinary Damage postmarked more than 90 days after the Claims Deadline.

3.3 Notification and Payment of Claims

The Claims Administrator shall notify via regular mail all claiming Class Members as to the approval or rejection of their claims under this Plan of Distribution.

The Claims Administrator shall make arrangements to pay approved claims as expeditiously as possible.

Payments from the Property Damage Fund will take place in two instalments. The first payment will occur after the points for each Property Damage claim have been determined and all appeal periods with respect to Property Damage claims have been exhausted. The second payment will occur following the second contribution to the Property Damage Fund.

Payments from the Extraordinary Damage Fund will take place following Deposit Date Two and after the claim value for each Extraordinary Damage claim have been determined and all appeal periods with respect to Extraordinary Damage claims have been exhausted.

3.4 Appeal of Claims

Each claimant shall be granted thirty (30) days from the date it receives notice pursuant to section 3.3 of this Distribution Protocol, to appeal the rejection (in whole or in part) of its claim. Such appeal will be on the basis of written submissions, supported only by the documentation originally provided to the Claims Administrator. The appeals will be determined by the Ontario Superior Court of Justice.

The judgment of the Ontario Superior Court of Justice respecting any appeal from the Claims Administrator's decision is final and binding and shall not be subject to any further appeal or review whatsoever.