

## SETTLEMENT AGREEMENT

This Settlement Agreement including the recitals and the schedules (the “**Settlement Agreement**”) is dated for reference August 4, 2023, by and between:

- (a) The Plaintiffs, Michael Tietz, Duane Loewen, Mike Dotto and the other plaintiffs (the “**Plaintiffs**”), in the putative class proceeding, British Columbia Supreme Court Action No. S197731, Vancouver (the “**Action**”), on behalf of the “**Class**” as defined below, (the “**Class**”);
- (b) Affinor Growers Inc. (“**Affinor**”), Nicholas Brusatore (“**Brusatore**”), and Usama Chaudhry, also known as Sam Chaudhry (“**Chaudhry**”) (collectively the “**Settling Defendants**”), defendants in the Action; and
- (c) Chaudhry U Consulting Inc.  
  
(collectively, the “**Parties**”).

### I. RECITALS

WHEREAS:

- A. the Plaintiffs have commenced the Action which alleges that the defendants in the Action (the “**Defendants**”), including the Settling Defendants, participated in a scheme where certain of the Defendants, referred to in the Further Amended Notice of Civil Claim filed February 23, 2023 (the “**FANCC**”) as the “**Purported Consultants**”, acquired shares in certain of the Defendants, referred to in the FANCC as the “**Issuers**”, which Issuers include Affinor, in 2018 through false pretense and by deception upon the public market, resulting in loss and damage to the Plaintiffs and others like them who acquired shares in the Issuers subsequent to the alleged deception;
- B. it is alleged in the FANCC that Affinor is liable for damages for unlawful conspiracy, that Brusatore and Chaudhry are personally liable for any damages for unlawful conspiracy awarded against Affinor, that the Settling Defendants are liable for statutory damages for secondary market misrepresentations pursuant to s. 140.3 and s. 140.5 of the *Securities Act*,

RSBC as well as damages for fraudulent misrepresentation, or, in the alternative, negligent misrepresentation.

- C. the Defendants Brusatore and Chaudhry were officers of Affinor during part of the relevant time period;
- D. in connection with his services as an officer of Affinor, Chaudhry received compensation from Affinor, including through Chaudhry U Consulting Inc. pursuant to a partially executed consulting agreement with Affinor dated for reference March 1, 2018, which Chaudhry maintains was backdated and signed on or around March 8, 2018 in connection with Chaudhry's appointment as Affinor's CFO on that date, and not as a condition of the Affinor private placement transaction alleged in the FANCC . Affinor and Brusatore have no reason to doubt these facts.
- E. the Plaintiff, Mike Dotto, by Order made January 23, 2023 in BC Court of Appeal File No. CA47974, was granted leave under s. 140.8 of the *Securities Act* to bring the claims in the Action under s. 140.3 of the *Securities Act* for secondary market disclosure liability against the Settling Defendants;
- F. the Settling Defendants and Chaudhry U Consulting Inc. deny all of the allegations and claims for relief in the Action and the Settling Defendants and Chaudhry U Consulting Inc. believe that they are not liable in respect of the claims as alleged in the Action, and that they have good, reasonable, and complete defences in respect of both the certification of the Action as a class proceeding and the merits of the Action;
- G. the Parties, by way of this Settlement Agreement, desire to compromise and settle all claims made, and which could have been made, against the Settling Defendants and Chaudhry U Consulting Inc. in the Action;
- H. despite their belief that they are not liable in respect of any and all of the claims alleged in the Action and have good, reasonable, and complete defences in respect of a the certification of the Action as a class proceeding, and the merits of the Action, the Settling Defendants and Chaudhry U. Consulting Inc. have negotiated and entered into this Settlement Agreement to avoid the further expense, inconvenience, and burden of the Action, and any other present or future litigation arising out of the facts that gave rise to

the Action, and to achieve a resolution of all claims asserted or which could have been asserted against them by the Plaintiffs, on their own behalf and on behalf of the Class they seek to represent, and to avoid the risks inherent in uncertain, complex and protracted litigation, and thereby to put to rest this controversy involving the Settling Defendants and Chaudhry U Consulting Inc.;

- I. as part of this Settlement Agreement, in exchange for a full and final release of all claims against Brusatore and Chaudhry, and all current and former officers, directors, managers, employees, consultants, and Insurers, a covenant not to sue Affinor and its Affiliates (as defined below) and Chaudhry U Consulting Inc., and a bar order in respect of all claims against the Settling Defendants, Chaudhry U Consulting Inc., and the current and former officers, directors, managers, employees, consultants and Insurers, it has agreed to pay the Settlement Amount (as defined below) for the benefit of the Class;
- J. as a result of the Action, the Parties are reasonably familiar with the factual and legal issues presented by their respective claims and defences in the Action, and recognize the uncertainties as to the ultimate outcome in the Action, and the likelihood that any final result could require years of further complex litigation and substantial expense, including with respect to appeals and enforcement of any judgment that may ultimately be rendered;
- K. this Settlement Agreement was entered into after extensive arm's length negotiations between counsel for the Plaintiffs and the Class, and counsel for the Settling Defendants, Chaudhry U Consulting Inc. and counsel for their insurers;
- L. the Plaintiffs and Class Counsel, having regard to the factors set out in Recital J above and the value of this Settlement Agreement, have concluded that this Settlement Agreement is fair, reasonable and in the best interests of the Plaintiffs and the Settlement Class the Plaintiffs seek to represent;
- M. the Parties desire and intend to seek court approval of this Settlement Agreement as set forth herein; and
- N. the Settling Defendants and Chaudhry U Consulting Inc. do not admit through the execution of this Settlement Agreement or otherwise any of the allegations and claims

made or which could have been made in the Action, including any alleged unlawful conduct.

**NOW THEREFORE**, in consideration of the covenants, agreements and releases set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed by the Parties that the Action be settled against the Settling Defendants and Chaudhry U Consulting Inc., without costs as to the Plaintiffs, the Settlement Class the Plaintiffs seeks to represent and the Settling Defendants, subject to the approval of the Court, on the following terms and conditions:

## II. DEFINITIONS

1. As used in the Settlement Agreement, including the Recitals and Schedules hereto, in addition to any definitions elsewhere in the Settlement Agreement, the following terms shall have the meanings set forth below:
  - (a) “**Affiliates**” means, in respect of any person (that includes but is not limited to individuals and corporate persons), any other person or group of persons that, directly or indirectly through one or more intermediaries, control, are controlled by, or are under common control with, such person first mentioned, and for the purposes of this definition, “control” means the power to direct or cause the direction of the management and policies of a person whether through the ownership of voting securities, by contract or otherwise;
  - (b) “**Class**” means the Class as defined in paragraphs 100 and 101 of the FANCC, excluding paragraph 100(j), and including within the definition of “Excluded Persons” in paragraph 101, any entities which are controlled by, or are under common control with, an individual Defendant, or any family member of either an individual Defendant or any individual person who falls within paragraph 101 (a) and (b) of the FANCC.
  - (c) “**Class Counsel**” means the law firms of Bennett Mounteer LLP and Camp Fiorante Matthews Mogergerman LLP;

- (d) “**Class Members**” means the members of the Class, including the Plaintiffs;
- (e) “**Court**” means the Supreme Court of British Columbia;
- (f) “**Document**” means any non-privileged document that is relevant to the claims made in this Action and has an extended meaning, as under Rule 1.1(1) of the *B.C. Rules of Court*, and includes a photograph, film, recording of sound, any record of a permanent or semi-permanent character and any information recorded or stored by any means of any device;
- (g) “**Effective Date of Settlement**” means the next calendar day after the day on which all appellate rights with respect to the Settlement Approval Order have expired or have been exhausted without the Settlement Approval Order having been modified, reversed or set aside on appeal, or such other date as may be agreed upon by all of the Parties in writing;
- (h) “**Insurers**” means RiverStone Managing Agency Limited and underwriting members of Lloyds’s Of London Syndicate 4000;
- (i) “**Non-Settling Defendant**” means any Defendant (and includes the Unnamed Consultants as that term is defined in the FANCC or others who may be named in the Action) that is not: (i) a Settling Defendant; (ii) Chaudhry U Consulting Inc. (iii) a Releasee; (iv) a Settled Defendant; (v) a Defendant against whom the Action has been dismissed or discontinued against, either before or after the Settlement Approval Order; and includes any Defendant that terminates its own settlement agreement in accordance with its terms or whose settlement otherwise fails to take effect for any reason, whether or not such settlement agreement is in existence at the Settlement Approval Order;
- (j) “**Person**” includes an individual, corporation, partnership, limited partnership, limited liability company, association, joint stock company, estate, legal representative, trust, trustee, executor, beneficiary, unincorporated association, government or any political subdivision or agency thereof, and any other business

or legal entity, and their heirs, predecessors, successors, representatives, or assignees:

- (k) **“Settled Defendants”** means any Defendant that executes its own settlement agreement whether before or after the Settlement Agreement execution date, which settlement agreement is finally approved by the necessary Court and becomes effective in accordance with its terms;
- (l) **“Settlement”** means the settlement described in this Settlement Agreement;
- (m) **“Settlement Administration Plan”** means a plan setting out the terms of the administration of the Settlement in respect of funds received by Class Counsel under the Settlement for the benefit of the Class;
- (n) **“Settlement Amount”** means the all-inclusive sum of one million, three hundred and forty thousand dollars in lawful Canadian currency (CAD \$1,340,000);
- (o) **“Settlement Approval Hearing”** means the date the Court is scheduled to consider the Settlement Approval Order;
- (p) **“Settlement Approval Order”** means the order made by the Court in the Action approving the Settlement, which order shall be substantially in the form attached as Schedule “A”;
- (q) **“Settlement Fund”** means a trust account held by Class Counsel which will hold the Settlement Amount.

### III. APPROVAL PROCESS

2. The Parties shall respectively take all reasonable steps to expeditiously effect this Settlement, and to secure the prompt, complete and final dismissal of the Action against Brusatore and Chaudhry and the discontinuance of the Action as against Affinor, both to be without costs to any Party.

3. As soon as is reasonably practical following the execution of this Settlement Agreement, the Plaintiffs shall apply to the Court for the Settlement Approval Order, and the Settling Defendants shall cooperate in the Plaintiffs' efforts to obtain the Settlement Approval Order from the Court and any further or other orders required from the Court to implement the Settlement Agreement.
4. Class Counsel may seek court approval of Class Counsel fees, disbursements and honouraria to the representative Plaintiffs either at or subsequent to the Settlement Approval Hearing. The Settling Defendants will take no position on that approval application. Approval by the Court and/or the effect of this Settlement Agreement will not depend on the Court's approval of Class Counsel's fees, disbursements or honouraria for the Plaintiffs.
5. If the Settlement Approval Order is not granted, or is inconsistent with the terms of the Settlement Agreement, or is reversed or modified on appeal, then, except for the circumstances described in paragraphs 8 and 9 below, or unless the Parties expressly agree otherwise in writing:
  - (a) this Settlement Agreement and all orders made pursuant to it shall be null and void, shall have no further force and effect with respect to the Parties, and shall not be offered in evidence or used in any litigation for any purpose; and
  - (b) all orders in existence as of the date on which this Settlement Agreement was executed shall become operative and fully effective, as if proceedings relating to this Settlement had not occurred. In such event, the Parties reserve all rights to object to or otherwise challenge all such pre-existing orders, including the right to make appropriate scheduling requests and seek extensions of any applicable deadlines (and the Parties agree to provide their consent to any such reasonable requests or extensions).
6. As soon as reasonably possible after the Effective Date of Settlement, and within no more than fifteen (15) days thereof, the Plaintiffs shall promptly discontinue the Action as against Affinor.

7. Until the application required by paragraph 3 is filed or as otherwise agreed by the Parties, the Parties shall keep all of the terms of the Settlement Agreement confidential and shall not disclose them without the prior written consent of counsel for the Settling Defendants or Class Counsel, as the case may be, except as required for the purposes of financial reporting, the preparation of financial records (including tax returns and financial statements), to give effect to the terms of this Settlement Agreement, or as otherwise required by law. The Parties agree that the Settling Defendants and Chaudhry U Consulting Inc. are entitled to disclose the terms of the Settlement Agreement to the Releasees and to their respective counsel, auditors and advisors, and the Parties are entitled to disclose the fact of the Settlement to the Non-Settling Defendants and the Court immediately following execution of this Settlement Agreement.
8. Any news releases or public statements made by the Plaintiffs or Class Counsel about the Settlement shall be in a form agreed to by the Plaintiffs, Settling Defendants and Chaudhry U Consulting Inc. The Parties agree that any such news release or public statements shall be consistent with the terms of the Settlement Agreement, including that the Settlement has been negotiated and agreed to without any admissions of findings of liability or wrongdoing, and without any admissions or findings as to the truth of any of the matters alleged in the Action, with all such allegations being expressly denied by the Settling Defendants and Chaudhry U Consulting Inc.

#### **IV. SETTLEMENT PAYMENT**

9. At least 15 days prior to the Settlement Approval Hearing, the Settling Defendants and Chaudhry U Consulting Inc. will pay, or cause to be paid, the Settlement Amount to Clark Wilson LLP, in trust, with irrevocable instructions to Clark Wilson LLP to:
  - (a) hold the Settlement Amount in an interest-bearing trust account pending the Settlement Approval Order;
  - (b) if the Settlement is not approved in accordance with the terms of this Settlement Agreement, to continue to hold the Settlement Amount or return the Settlement Amount as instructed by the Settling Defendants; and



- (c) if the Settlement is approved in accordance with the terms of this Settlement Agreement, to pay the Settlement Amount and all accrued interest thereon, to Bennett Mounter LLP in trust within 15 days after the Effective Date of Settlement. The Settling Defendants shall have no responsibility to make any filings relating to the trust account and will have no responsibility to pay tax on any income earned on the Settlement Amount or pay any taxes on the monies in the trust account.
10. Upon receiving the Settlement Amount, Class Counsel will deposit those monies into the Settlement Fund.
11. The Settling Defendants' and Chaudhry U Consulting Inc.'s monetary obligations under the Settlement are limited to those set out in paragraph 9 above. For greater certainty, all expenses and costs of the Settlement, including, without limitation, Class Members' claims, legal fees, honouraria, administration expenses, taxes, and notice costs, shall be paid out of the Settlement Amount and the Settling Defendants shall have no further liability in respect of any these or any other expenses or costs.
12. The Settling Defendants shall have no legal or beneficial interest in the Settlement Fund.

**V. WAIVER OF COSTS**

13. Upon the Effective Date of Settlement, the Settling Defendants shall and do hereby waive any costs to which they may be entitled in respect of the Action or the application for leave in BCSC No. S202110 (the "Leave Application") and any appeals or leaves to appeal taken from that proceeding.

**VI. COOPERATION – SCOPE OF COOPERATION**

14. The Settling Defendants and Chaudhry U Consulting Inc. agree to provide reasonable cooperation to the Plaintiffs and Class Counsel in accordance with the requirements of this Part VI.
15. The Parties respectively acknowledge and agree that all information and Documents provided by the Settling Defendants and Chaudhry U Consulting Inc. to the Plaintiffs under

this Settlement Agreement may be used by the Plaintiffs in connection with the investigation, prosecution and settlements of the claims in the Action including, without limitation, the prosecution of the claims in the Action against the Non-Settling Defendants, provided that such information and Documents shall not be used directly or indirectly for any other purpose. The Parties further acknowledge and agree that all information and Documents provided by the Settling Defendants and Chaudhry U Consulting Inc. to the Plaintiffs under this Settlement Agreement shall be held and treated in strict confidence in accordance with this Settlement Agreement, and shall not be otherwise disclosed to any person in any manner, directly or indirectly, by the Plaintiffs in any way for any reason except in accordance with this Settlement Agreement or with the express prior written consent of the Settling Defendants and Chaudhry U Consulting Inc. The Plaintiffs shall take all reasonable steps and precautions to ensure and maintain the confidentiality of the information and Documents.

16. The cooperation that is to be provided by the Settling Defendants and Chaudhry U Consulting Inc. under this Settlement Agreement shall be limited strictly to the allegations currently contained in the Action, as set out in the FANCC.
17. On the Settlement Agreement execution date or at a later time mutually agreed upon by the Plaintiffs, the Settling Defendants and Chaudhry U Consulting Inc., the Settling Defendants and Chaudhry U Consulting Inc. shall instruct their counsel to preserve the Documents and to maintain a copy of such Documents that will remain in the possession of counsel for the Settling Defendants and Chaudhry U Consulting Inc. for the purpose of compliance by the Settling Defendants with this Part VI. For greater clarity, the Documents shall include:
  - (a) all emails and correspondence between any of the Settling Defendants and Chaudhry U Consulting Inc. and any of the Non-Settling Defendants between January 1, 2018 and July 11, 2019;
  - (b) any notes, memoranda or other form of record of any meeting between any of the Settling Defendants and Chaudhry U Consulting Inc. and any of the Non-Settling Defendants between January 1, 2018 and July 11, 2019;

- (c) any banking records of any of the Settling Defendants and Chaudhry U Consulting Inc. of any payments made to or from any of the Non-Settling Defendants in 2018;
  - (d) any emails between the Settling Defendants and Chaudhry U Consulting Inc., and any notes, memoranda, or other records of any of the Settling Defendants and Chaudhry U Consulting Inc., concerning the Affinor private placement carried out on March 8, 2018, the consulting agreements entered into by Affinor contemporaneously with that private placement (and copies of all those agreements), and any payments by Affinor to any of the Non-Settling Defendants; and
  - (e) all documents produced by the Settling Defendants and Chaudhry U Consulting Inc. to the B.C. Securities Commission in relation to the B.C. Securities Commission proceedings commenced by the Temporary Order and Notice of Hearing dated November 26, 2018 *re BridgeMark Financial Corp. et al*, and the Notice of Hearing dated January 25, 2022 *re Affinor Growers Inc. et al*.
18. Within sixty (60) days of the Settlement Approval Order, the Documents, described in paragraph 17(a) to (e) shall be produced to the Plaintiffs and the production of those Documents shall constitute the *prima facie* discharge of the Settling Defendants' and Chaudhry U Consulting Inc.'s obligation to produce Documents under this Settlement Agreement, subject to further requests by the Plaintiffs for specific documents or classes of documents and paragraph 24 below.
19. At the request of the Plaintiffs and upon reasonable notice, Brusatore and Chaudhry shall after the initial examinations for discovery of each of the Non-Settling Defendants who were involved in the March 8, 2018 private placements and are actively defending the Action have been concluded, or in any event after November 30, 2024,:
- (a) make themselves available to provide information relating to the allegations in the Action in a personal interview with Class Counsel, on a mutually convenient date and at a location chosen by Brusatore and Chaudhry in their sole discretion. Each such interview shall take place on a single day and shall last no more than six (6)

hours, including reasonable breaks, except for good cause; and

- (b) make themselves reasonably available to provide evidence at the trial of the Action, or to be reasonably available to provide an affidavit or declaration and attend at a cross-examination in support of a summary judgment application brought by or against the Plaintiffs in the Action.
20. The reasonable costs and expenses of Brusatore and Chaudhry in relation to providing the information and evidence set out in paragraph 19 shall be the responsibility of the Plaintiffs.
  21. The provisions set forth in this Part VI shall constitute the exclusive means by which the Plaintiffs may obtain discovery and/or evidentiary disclosure from the Settling Defendants and Chaudhry U Consulting Inc. for the purposes of any certification and/or any other application, for discovery and/or for trial in connection with the Action, and the Plaintiffs shall pursue no other means of discovery and/or evidentiary disclosure as against the Settling Defendants and Chaudhry U Consulting Inc. in connection with the Action
  22. Nothing in this Settlement Agreement shall require, or shall be construed to require, the Settling Defendants and Chaudhry U Consulting Inc., or any representative or employee of the Settling Defendants or Chaudhry U Consulting Inc., to disclose or produce any documents (i) that are not within the possession, custody or control of the Settling Defendants or Chaudhry U Consulting Inc., (ii) that were prepared by or for legal counsel for the Settling Defendant or Chaudhry U Consulting Inc.; (iii) that are subject to solicitor-client privilege, litigation privilege, work product doctrine, common interest privilege, joint defence privilege or any other privilege; (iv) that were obtained on a privileged basis from any party to any action or proceeding; or (v) where disclosure or production would contravene any order, directive from the British Columbia Securities Commission or any other government authority, privacy law, or other rule or provincial, federal or foreign law of any jurisdiction.
  23. If any document protected by any privilege and/or any order, regulatory directive, privacy law or other rule or provincial, federal or foreign law of this or any jurisdiction are inadvertently disclosed or produced, such documents shall be promptly returned to the

Settling Defendants and Chaudhry U Consulting Inc., and the contents shall not be disclosed or used, directly or indirectly, except with the express written permission of the Settling Defendants and Chaudhry U Consulting Inc. The disclosure or production of such documents shall not be construed or deemed to have waived in any manner any privilege, doctrine, law or other protection, and Plaintiffs shall not assert that any such waiver has occurred.

24. Subject to the other provisions of this Part VI, the obligations of the Settling Defendants and Chaudhry U Consulting Inc. to produce Documents pursuant to this Part VI shall be a continuing obligation to make reasonable additional productions to the extent that the Settling Defendants and Chaudhry U Consulting Inc. become aware of and collect further Documents following the initial production.
25. A material factor influencing the Settling Defendants' and Chaudhry U Consulting Inc.'s decision to execute this Settlement Agreement is their desire to limit the burden and expense of the Action. Accordingly, the Plaintiffs agree to exercise good faith in seeking cooperation from the Settling Defendants and Chaudhry U Consulting Inc., and to avoid seeking information that is unnecessary, cumulative or duplicative and agree otherwise to avoid imposing undue or unreasonable burden or expense on the Settling Defendants and Chaudhry U Consulting Inc.
26. The Plaintiffs may seek directions and/or orders from the Court relating to their rights under this Part VI should the Settling Defendants and Chaudhry U Consulting Inc. not act reasonably in terms of its/their obligations under this Part VI, or act in a manner that is inconsistent with the spirit and intent of this Part VI, including, but not limited to, the resolution of any dispute concerning any claim of privilege by the Settling Defendants and Chaudhry U Consulting Inc. over any Document. Likewise, the Settling Defendants and Chaudhry U Consulting Inc. may seek directions and/or orders from the Court relating to their rights under this Part VI should the Plaintiffs or Class Counsel not act reasonably under this Part VI, or act in a manner that is inconsistent with the spirit and intent of this Part VI.

27. The Settling Defendants' and Chaudhry U Consulting Inc.'s obligation to cooperate under this Settlement Agreement shall cease at the date of final judgment in the Action as against all Defendants (or, if applicable, the date of any settlement approval order that disposes of the Action). Following the Settlement Approval Order, in the event the Plaintiffs allege a material breach by any one or more of the Settling Defendants or Chaudhry U Consulting Inc. of their obligations under this Part VI, the Plaintiff shall have the right to apply to the Court for specific performance in respect of such obligations and to seek such further or other relief as the Court determines is appropriate.

## **VII. RELEASE AND COVENANT NOT TO SUE**

28. Upon the Effective Date of Settlement, the Plaintiffs and the Class Members forever release, relinquish and discharge Brusatore and Chaudhry, and all of the current and former officers, directors, managers, employees of Affinor and Chaudhry U Consulting Inc., and the Insurers, (individually a "Releasee" and collectively the "Releasees") from any and all claims, demands, actions, proceedings, suits, causes of action and manners of action of any and all kinds that have been brought or could have been brought, are currently pending or were pending, or are ever brought in the future, whether known or unknown, asserted or unasserted, under or pursuant to any statute, regulation, common law or equity, arising from the claims made, or which could have been made in the Action, whether class, individual, or otherwise in nature, directly, indirectly, derivatively, or in any other capacity, and without limiting the generality of the foregoing, all claims relating to any and all of the proposed common and individual issues made, arising from or relating to the pleaded facts, or the facts which could have been pled, in the Action or the Leave Application (the "Released Claims").
29. Upon the Effective Date of Settlement, the Plaintiffs and the Class Members, covenant and agree that they will not bring, commence, prosecute or maintain, or cause or permit to be brought, commenced, prosecuted or maintained, or otherwise join, assist, aid or act in concert in any manner whatsoever, either directly or indirectly, whether in Canada or elsewhere, on their own behalf or on behalf of any class or Person, against Affinor, Chaudhry U Consulting Inc., and their Affiliates, any claims, demands, actions,

proceedings, suits, cross claims, liabilities for any obligations of any kind whatsoever, causes of action and manners of action that have been brought or could have been brought, are currently pending or were pending, or which could be brought in the future, whether known or unknown, asserted or unasserted, under or pursuant to any statute, regulation, common law or equity, whether civil, criminal, regulatory or otherwise, arising from or in any way relating to the pleaded facts, or the facts which could have been pled in the Action, including, without limitation, with respect to the Affinor securities purchased or sold between March 5, 2018 and November 26, 2018 and the alleged conspiracy and any other unlawful agreement associated with the alleged conduct.

30. The Parties expressly acknowledge and agree that the covenant set out in paragraph 29 above is not a release, and shall not be construed to be a release, and that the Plaintiffs, and the Class Members expressly reserve all rights of action, claims and demands they have against the remaining Defendants in the Action or others concerning Affinor, except that the Plaintiffs and the Class Members waive all rights to recover from Affinor and Chaudhry U Consulting Inc. and the Plaintiffs and Class Members covenant, undertake and agree that they will not seek to recover in the Action, or by any other proceedings or means, any portion of the losses they claim, or could claim, in the Action which a court or other tribunal may attribute or apportion to the fault, liability or responsibility of Affinor, Chaudhry U Consulting Inc., or their Affiliates, and the Plaintiffs and the Class Members shall amend the FANCC as set out in the Settlement Approval Order attached as Appendix “A” to the Settlement Agreement.

## **VIII. SETTLEMENT ADMINISTRATION**

31. On or after the Settlement Approval Hearing, the Plaintiffs will apply to the Court for approval of the Settlement Administration Plan. The Settlement Administration Plan will set out:
- (a) the form and procedure by which notice of the Settlement shall be provided to the Class Members, including notice of the legal fees and expenses paid or payable to Class Counsel and the procedure by which Class Members can opt-out of the Settlement;

- (b) the procedure by which Class Members can claim an entitlement under the Settlement; and
  - (c) the procedure for the determination of eligible claims and the amount of those claims, and the subsequent payment of them.
32. The Court shall have complete discretion to either approve or amend the Settlement Administration Plan. The Settlement Administration Plan shall not form part of this Settlement Agreement and the approval and/or the effect of this Settlement Agreement shall not be contingent on either the approval of the Settlement Administration Plan or the presentation of the Settlement Administration Plan at the Settlement Approval Hearing.
33. The Settling Defendants shall not have standing to make submissions regarding the Settlement Administration Plan.
34. The Settlement Fund shall be disbursed in accordance with the Settlement Administration Plan or as otherwise directed by the Court.
35. After the Effective Date of Settlement, in order to assist the Plaintiffs in the settlement administration, the Plaintiffs shall obtain a court order at their expense and which will not be opposed by the Settling Defendants, that authorizes Affinor to provide any available list of names and mailing addresses of the non-objecting beneficial owners of Affinor shares in its possession (the “NOBO lists”) that were prepared for Affinor’s 2018 and 2019 Annual General Meetings to Class Counsel. If no such NOBO lists are currently available, then Affinor will deliver a list of any available names and mailing addresses of the non-objecting beneficial owners of Affinor shares that was used for Affinor’s 2021 Annual General Meeting in its possession. In providing the information described above, the Settling Defendants make no representation or admission that the persons whose names and addresses appear on the list are Class Members, and make no representation as to the accuracy or completeness of the information. Inaccuracy in any such information shall not constitute a breach or violation of this Settlement Agreement.
36. Class Counsel, any Court-appointed notice provider and any Court-appointed claims



administrator shall maintain the information provided in accordance with Paragraph 35 as confidential and may only use the information provided under Paragraph 35 for the purposes of:

- (a) facilitating the dissemination of the notices required to the class;
- (b) advising Class Members who purchased Affinor shares during the Class Period of any subsequent settlement agreement reached in the Proceedings, any related approval hearings, and any other major steps in the Proceedings;
- (c) facilitating the claims administration process with respect to this Settlement Agreement and any other settlement agreement and/or Court award achieved in the Proceedings; and
- (d) any other reason authorized by Court Order.

## **IX. GENERAL**

37. The recitals to this Settlement Agreement are, to the best of the Parties' knowledge, true and accurate, and form part of this Settlement Agreement. However, the Parties understand and agree that the facts set out in these recitals may prove to be different than those set out in the same, now known or believed to be true. The Parties accept and assume the risk of these facts being different and agree that all of the terms of this Settlement Agreement shall be in all respects effective, enforceable and not subject to termination, rescission, variation or being set-aside by the discovery of any difference in facts or by any new or different facts.
38. This Settlement Agreement and its attachments shall constitute the entire agreement of the Parties and shall not be subject to any change, modification, amendment or addition without the express written consent of counsel on behalf of all Parties to the Settlement Agreement. This Settlement Agreement supersedes and replaces all prior negotiations, discussions, communications and proposed agreements, whether written or oral and is the entire agreement between the Parties.
39. The division of the Settlement Agreement into sections and the insertion of headings are

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for convenience of reference only and shall not affect the construction or interpretation of this Settlement Agreement.

40. Words in the singular include the plural and vice-versa and words in one gender include all genders.
41. In the event any one or more of the provisions contained in this Settlement Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision if the Parties mutually elect to proceed as if such invalid, illegal, or unenforceable provision had never been included in this Settlement Agreement.
42. The Court shall retain continuing jurisdiction over the Parties and over the administration and enforcement of the Settlement and the benefits to the Plaintiffs and the Class Members hereunder.
43. Any disputes or controversies arising with respect to the interpretation, enforcement, or implementation of this Settlement Agreement must be made by application to the Court.
44. Class Counsel warrants that they are fully authorized to execute this Settlement Agreement on behalf of the Plaintiffs and the Class Members and to execute and legally bind the Plaintiffs and the Class Members to this Settlement Agreement.
45. McMillan LLP warrants that it is fully authorized to execute this Settlement Agreement on behalf of Affinor.
46. Gudmundseth Mickelson LLP warrants that it is fully authorized to execute this Settlement Agreement on behalf of Brusatore.
47. Bojm, Funt & Gibbons LLP warrants that it is fully authorized to execute this Settlement Agreement on behalf of Chaudhry and Chaudhry U Consulting Inc.
48. This Settlement Agreement may be executed in counterparts by the Parties or their representatives, and a facsimile or electronically transmitted signature shall be deemed an

original signature for purposes of this Settlement Agreement and of equally binding force and effect.

49. This Settlement Agreement shall be construed under and governed by the laws of the Province of British Columbia.
50. The Parties have negotiated and fully reviewed the terms of this Settlement Agreement, and the rule that uncertainty or ambiguity is to be construed against the drafter shall not apply to the construction of this Settlement Agreement by a court of law or any other adjudicating body.
51. The Parties acknowledge that they have required and consented that this Settlement Agreement and all related Documents be prepared in English; les parties reconnaissent avoir exigé que la présente convention et tous les documents connexes soient rédigés en anglais.
52. The Settlement Agreement, including any addendums thereto, is for settlement purposes only, and conditional upon the making of the Settlement Approval Order, and neither the fact of, nor any provision contained in, this Settlement Agreement nor any action taken hereunder shall constitute, or be construed as, any admission of the validity of any claim or any factual allegation that was or could have been made by the Plaintiffs and the Class Members in the Action, or of any wrongdoing, fault, violation of law, or liability of any kind on the part of the Settling Defendants, Chaudhry U Consulting Inc. or any of the current and former officers, directors, managers, employees, consultants, and insurers of Affinor and Chaudhry U Consulting Inc. The Settling Defendants and Chaudhry U Consulting Inc. expressly deny any and all allegations of wrongdoing, fault, violation of law and liability. This Settlement Agreement, including any addendums thereto, shall not be offered or be admissible in evidence by or against the Settling Defendants, Chaudhry U Consulting Inc. or any of the current and former officers, directors, managers, employees, consultants, and Insurers, or cited or referred to in any other action, investigation or proceeding, except (1) in any action or proceeding brought by or against the Parties to enforce or otherwise implement the terms of this Agreement, or (2) in any action involving

the Plaintiffs and the Class Members, or any of them, to support a defense of *res judicata*, estoppel, release, or other theory of claim preclusion, issue preclusion, or similar defense.

53. The Settling Defendants and Chaudhry U Consulting Inc. expressly reserve all of their rights if the Settlement Agreement is not approved, is terminated or otherwise fails to take effect for any reason. Further, whether or not this Settlement Agreement is finally approved, is terminated, or otherwise fails to take effect for any reason, this Settlement Agreement and anything contained herein, and any and all negotiations, Documents, discussions and proceedings associated with this Settlement Agreement, and any action taken to carry out this Settlement Agreement, shall not be deemed, construed or interpreted to be an admission of any violation of any statute or law, or of any wrongdoing or liability by the Settling Defendants, Chaudhry U Consulting Inc., Releasees and/or Affiliates, or of the truth of any of the claims or allegations contained in the Action or any other pleading filed by the Plaintiffs.
54. The Parties agree that, whether or not it is not approved, terminated or otherwise fails to take effect for any reason, this Settlement Agreement and anything contained herein, and any and all negotiations, Documents, discussions and proceedings associated with this Settlement Agreement, and any action taken to carry out this Settlement Agreement, shall not be referred to, offered as evidence or received in evidence in any pending or future civil, criminal or administrative action or proceeding, except in a proceeding to approve and/or enforce this Settlement Agreement, to defend against the assertion of Released Claims in paragraph 28 or claims precluded by the covenant in paragraph 29, as otherwise required by law or as provided in this Settlement Agreement.
55. Any press release or public statements made to the media by the Plaintiffs or Class Counsel about the Settlement shall be in a form agreed upon by the Parties, acting reasonably. The Parties agree that any such press release or public statements shall be consistent with the terms of the Settlement Agreement, including that the Settlement has been negotiated and agreed to without any admissions or findings of liability or wrongdoing, and without any admissions or conclusions as to the truth of any of the matters alleged in the Action, with

all such allegations being expressly denied by the Settling Defendants and Chaudhry U Consulting Inc..

56. The Settling Defendants and Chaudhry U Consulting Inc. shall be entitled to issue a press release or public statements about this Settlement upon the execution of the Settlement Agreement without the approval of the Plaintiffs, if required to do so by law and/or by the requirements of any securities exchange or regulator.
57. Whenever, under the terms of this Settlement Agreement, a Person is required to provide service or written notice to the Plaintiffs, Class Members, Class Counsel or the Settling Defendants, such service or notice shall be directed to the individuals and addresses specified below, unless those individuals or their successors give notice to the other Parties in writing:

As to the Plaintiffs, the Class Members and Class Counsel:

Paul R. Bennett  
Bennett Mounteer LLP  
400 – 856 Homer Street  
Vancouver, BC V6B 2W5  
E-mail: [pb@hbmlaw.com](mailto:pb@hbmlaw.com)

As to Affinor:

Joan M. Young  
McMillan LLP  
1500 – 1055 West Georgia Street  
Vancouver, BC V6E 4N7  
E-mail: [Joan.Young@mcmillan.ca](mailto:Joan.Young@mcmillan.ca)

As to Brusatore:

Arpal S. Dosanjh  
Gudmundseth Mickelson LLP  
2525 – 1075 W. Georgia Street  
Vancouver BC Canada V6E 3C9  
Email: [asd@lawgm.com](mailto:asd@lawgm.com)

As to Chaudhry and Chaudhry U Consulting Inc.:

Eric S. Bojm

Bojm, Funt & Gibbons LLP  
330 - 1168 Hamilton St.  
Vancouver, BC V6B 2S2  
Email: [ebojm@bfg-law.ca](mailto:ebojm@bfg-law.ca)

IN WITNESS THEREOF, the Parties hereto have executed this Settlement Agreement as follows:

Date: August 14, 2023\_\_\_\_\_

By: "Paul R. Bennett"\_\_\_\_\_  
Paul R. Bennett as Class Counsel  
on behalf of the Plaintiffs and the Class  
Members

Date: August 14, 2023\_\_\_\_\_

By: "Joan M. Young"\_\_\_\_\_  
Joan M. Young on behalf of Affinor Growers  
Inc.

Date: August 14, 2023\_\_\_\_\_

By: "Arpal S. Dosanjh"\_\_\_\_\_  
Arpal S. Dosanjh on behalf of Nicholas  
Brusatore.

Date: August 14, 2023\_\_\_\_\_

By: "David W. Gibbons"\_\_\_\_\_  
David W. Gibbons on behalf of Usama  
Chaudhry and Chaudhry U Consulting Inc.

**SCHEDULE “A”**

No. S-197731  
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

Between

MICHAEL TIETZ, DUANE LOEWEN, ROBIN LEE, MIKE DOTTO,  
GRANT GREENWOOD, MALCOLM RUNKEE, AMERICO MORLANI,  
GREG LOMNES AND STACEY DIONNE

PLAINTIFFS

and

BRIDGEMARK FINANCIAL CORP., JACKSON & COMPANY PROFESSIONAL CORP., ANTHONY JACKSON, LUKOR CAPITAL CORP., JUSTIN EDGAR LIU, ROCKSHORE ADVISORS LTD. (FORMERLY KNOWN AS CAM PADDOCK ENTERPRISES INC.), CAMERON ROBERT PADDOCK, SIMRAN SINGH GILL, JCN CAPITAL CORP., JOHN BEVILACQUA, ESSOS CORPORATE SERVICES INC., SWAY CAPITAL CORP., VON ROWELL TORRES, DETONA CAPITAL CORP., DANILEN VILLANUEVA, NATASHA JON EMAMI, ALTITUDE MARKETING CORP., RYAN PETER VENIER, PLATINUM CAPITAL CORP., 658111 B.C. LTD., JASON CHRISTOPHER SHULL, TRYTON FINANCIAL CORP., ABEIR HADDAD, TAVISTOCK CAPITAL CORP., ROBERT JOHN LAWRENCE, JARMAN CAPITAL INC., SCOTT JASON JARMAN, NORTHWEST MARKETING AND MANAGEMENT INC., RUFIZA ESMAIL, DENISE TRAINOR, ALY BABU MAWJI, ESCHER INVEST SA, HUNTON ADVISORY LTD., RANDY WHITE, KENDL CAPITAL LIMITED, 1153307 B.C. LTD., RUSSELL GRANT VAN SKIVER, BERTHO HOLDINGS LTD., ROBERT WILLIAM BOSWELL, HAIGHT-ASHBURY MEDIA CONSULTANTS LTD., ASHKAN SHAHROKHI, SAIYA CAPITAL CORPORATION, TARA HADDAD, KEIR PAUL MACPHERSON, TOLLSTAM & COMPANY CHARTERED ACCOUNTANTS, ALBERT KENNETH TOLLSTAM, 727 CAPITAL, DAVID RAYMOND DUGGAN, VIRAL STOCKS INC., 10X CAPITAL, CRYPTOBLOC TECHNOLOGIES CORP., NEIL WILLIAM STEVENSON-MOORE, KENNETH CLIFFORD PHILLIPPE, BRIAN BILES, KOOTENAY ZINC CORP., ROBERT TINDALL, AFFINOR GROWERS INC., NICHOLAS BRUSATORE, SAM CHAUDHRY, GREEN 2 BLUE ENERGY CORP., SLAWOMIR SMULEWICZ, MICHAEL YOUNG, GLENN LITTLE, CITATION GROWTH CORP. (FORMERLY KNOWN AS LIHT CANNABIS CORP. AND MARAPHARM VENTURES INC.), DAVID ALEXANDER, YARI ALEXANDER NIEKEN, BLOK TECHNOLOGIES INC., ROBERT DAWSON, JAMES HYLAND, SPEAKEASY CANNABIS CLUB LTD., MARC GEEN, MERVYN GEEN, JEREMY ROSS, ALEXANDER KAULINS, KOPR POINT VENTURES INC. (FORMERLY KNOWN AS NEW POINT EXPLORATION CORP.), BRYN GARDENER-EVANS, INTERNATIONAL CANYON HOLDINGS LTD., JATINDER SINGH BAL, ASAHI CAPITAL CORP., WILSON SU, 1053345 B.C. LTD., ROBERT ABENANTE, ASIATIC MANAGEMENT CONSULTANTS LTD. (NEV.), ASIATIC MANAGEMENT CONSULTANTS LTD. (B.C.), 1140258 B.C. LTD., ARLENE VICTORIA ALEXANDER, 1113300 B.C. LTD., DAVID GREENWAY, 1002349 B.C. LTD., HANSPAUL PANNU, SAMAN ESKARANDI, GRANT FARKES, AMBER PAPOU, AIDA REED, AND ISODORO ALONSO

DEFENDANTS

Brought under the *Class Proceedings Act*, R.S.B.C. 1996, c. 50

**ORDER MADE AFTER APPLICATION**

**(Settlement Approval)**

BEFORE ) THE HONOURABLE ) [DAY], THE \_\_\_\_  
 ) MADAM JUSTICE WILKINSON ) DAY OF \_\_\_\_\_ 2023  
 ) )

ON THE APPLICATION of the Plaintiffs, coming on for hearing at Vancouver, British Columbia, on the [DATE], and on hearing Paul R. Bennett [and/or other counsel appearances], counsel for the Plaintiffs and the Class; and Joan M. Young [and/or other counsel appearances], counsel for the Defendant, Affinor Growers Inc. (“Affinor”); Arpal S. Dosanjh [and/or other counsel appearances], counsel for the Defendant, Nicholas Brusatore (“Brusatore”); Eric S. Bojm [and/or other counsel appearances], counsel for the Defendant, Usama Chaudhry, also known as Sam Chaudhry; [and any other appearances].

THIS COURT ORDERS AND DECLARES that:

1. The Settlement Agreement between the Plaintiffs and the Defendants, Affinor, Brusatore, and Chaudhry (collectively, the “Settling Defendants”) and Chaudhry U Consulting Inc., dated for reference August 4 , 2023 (the “Settlement Agreement”), a copy of which (without schedules) is attached as Schedule “A” to this Order, is approved and, except to the extent they are modified by this Order, is incorporated by reference into this Order. Defined terms used in this Order shall have the same meaning as in the Settlement Agreement.
2. In the event of a conflict between this Order and the Settlement Agreement, this Order shall prevail.
3. The Settlement Agreement is fair, reasonable and in the best interests of the Class Members.
4. This action is certified as a class proceeding against the Settling Defendants only for the purpose of, and in accordance with the terms of, the Settlement Agreement.
5. Class Members are defined for settlement purposes as set out in paragraph 100 of the Further Amended Notice of Civil Claim filed February 23, 2023, excluding paragraph 100(j).



6. The Settlement Common Issues certified for determination is whether misrepresentations were made in the public disclosure made by Affinor concerning the Private Placements which closed on March 8, 2018, as part of an unlawful conspiracy and which constituted a statutory misrepresentation pursuant to section 140.3 and 140.5 of the *Securities Act*, RSBC 1996, c. 418.
7. The Plaintiffs Michael Tietz, Duane Lowen and Mike Dotto are appointed as the Representative Plaintiffs on behalf of the Class Members.
8. This Order, including the Settlement Agreement, is binding upon each Class Member who does not validly opt-out of the Settlement in accordance with the terms of the Affinor Settlement Administration Plan, to be approved by the Court at a later date.
9. This Order, including, without limiting the generality of the foregoing, the certification of this Action against the Settling Defendants, and the definitions of the Class Members and the Settlement Common Issue, is without prejudice to any and all procedural and substantive rights, defences, and positions that any of the Non-Settling Defendants now have, may have or take, or may acquire or accrue in the future, whether known or unknown at this time, including rights to or claims for costs, the certification of this Action, the merits of this Action, and any matter of proceeding related to any of the foregoing, save and except as otherwise provided in this Order.
10. The Plaintiffs and Class Members forever release, relinquish and discharge the Defendants, Brusatore and Chaudhry, and all of the current and former officers, directors, managers, employees of Affinor and Chaudhry U Consulting Inc., and the Insurers from and against any and all claims, demands, actions, proceedings, suits, causes of action and manners of action that have been brought or could have been brought, are currently pending or were pending, or are ever brought in the future, whether known or unknown, asserted or unasserted, under or pursuant to any statute, regulation, common law or equity, arising from or relating in any way to the claims made, or which could have been made, in this Action, whether class, individual, or otherwise in nature, and whether directly, indirectly, derivatively or in any other capacity, and without limiting the generality of the foregoing, all claims relating to any and all of the proposed common and individual issues made,

arising from or relating to the pleaded facts, or the facts which could have been pled, in the Action.

11. The Plaintiffs and the Class Members, covenant and agree that they will not bring, commence, prosecute or maintain, or cause or permit to be brought, commenced, prosecuted or maintained, or otherwise join, assist, aid or act in concert in any manner whatsoever, either directly or indirectly, whether in Canada or elsewhere, on their own behalf or on behalf of any class or Person, against Affinor, Chaudhry U Consulting Inc, and their Affiliates, any claims, demands, actions, proceedings, suits, cross claims, liabilities for any obligations of any kind whatsoever, causes of action and manners of action that have been brought or could have been brought, are currently pending or were pending, or which could be brought in the future, whether known or unknown, asserted or unasserted, under or pursuant to any statute, regulation, common law or equity, whether civil, criminal, regulatory or otherwise, arising from or in any way relating to the pleaded facts, or the facts which could have been pled in the Action or the Leave Application, including, without limitation, with respect to the Affinor securities purchased or sold between March 5, 2018 and November 26, 2018 and the alleged conspiracy and any other unlawful agreement associated with the alleged conduct.
12. All claims for contribution, indemnity, other claims over and other relief, whether asserted, unasserted or asserted in a representative capacity, inclusive of interest, taxes and costs, relating to the claims against the Settling Defendants, Chaudhry U Consulting Inc., and Releasees, which were or could have been brought in this Action, in any other proceeding, or otherwise by any Non-Settling Defendant, as defined in the Settlement Agreement, against any Settling Defendant, Chaudhry U Consulting Inc., Releasees, and all of the current and former officers, directors, managers, employees, consultants, and Insurers, or any Affiliate of any Settling Defendant, Chaudhry U Consulting Inc., and Releasees, or by any Settling Defendant, Chaudhry U Consulting Inc., and Releasees against any Non-Settling Defendant, any named or unnamed co-conspirator that is not a Settling Defendant, Chaudhry U Consulting Inc., or Releasee, or any other Person, are barred, prohibited and enjoined in accordance with the terms of this Order (unless such claim is made in respect of a claim by a Person who has validly opted out of the Settlement).

13. If this Court ultimately determines that a claim for contribution, indemnity, other claims over or any other relief, whether in equity, in law, by statute, by regulation or otherwise, is a legally recognized claim:
- a. the Class shall not be entitled to claim or recover from the Non-Settling Defendants that portion of any damages, restitutionary award, disgorgement of profits, interest and costs that corresponds to the proportionate liability of the Settling Defendants, Chaudhry U Consulting Inc., and Releasees proven at trial or otherwise;
  - b. the Class shall only be entitled to claim and recover from the Non-Settling Defendants those claims for damages, restitutionary award, disgorgement of profits, interest and costs attributable to the aggregate of the several liability of the Non-Settling Defendants, and for greater certainty, the Class shall be entitled to claim and seek to recover on a joint and several basis as between the Non-Settling Defendants, if permitted by law; and
  - c. this Court shall have full authority to determine the proportionate liability of the Non-Settling Defendants at the trial or other disposition of the action, whether or not the Non-Settling Defendants appear at the trial, and the proportionate liability of the Settling Defendants and Chaudhry U Consulting Inc., shall be determined as if the Settling Defendants and Chaudhry U Consulting Inc., are parties to this Action and any determination by this Court in respect of the proportionate liability of the Settling Defendants and Chaudhry U Consulting Inc. shall only apply in this Action and shall not be binding in any other proceeding.
14. Nothing in this Order is intended to or shall limit, restrict or affect any arguments that the Non-Settling Defendants may make regarding the reduction of any assessment of damages (including punitive damages, if any), restitutionary award, disgorgement of profits, interest and costs or judgment against them in favour of the Class, or the rights of the Class to oppose or resist any such arguments, except as provided for in this Order.
15. The Action is dismissed as against the Defendants Brusatore and Chaudhry, and leave is granted to the Plaintiffs to file a Notice of Discontinuance against Affinor without costs to any party. The Plaintiffs shall discontinue the action against Affinor no later than 15 days after the Effective Date of Settlement, provided however, the Court shall have jurisdiction

with respect to the administration of the Settlement and any dispute that may arise with respect to the Settlement Agreement and this Order.

16. All persons and entities provided with notice of this Application shall be bound by the declarations made in, and the terms of, this Order.
17. Leave is granted to the Plaintiffs to amend the Notice of Civil Claim to add the following paragraphs:
  - xx. Effective August 4, 2023, the Plaintiffs and the Class entered into a Settlement Agreement with the former Defendants, Affinor Growers Inc., Nicholas Brusatore, and Sam Chaudhry (collectively, the “Settling Defendants”) and Chaudhry U Consulting Inc. The Settlement Agreement was approved by the Supreme Court of British Columbia by order made [DATE].
  - xx. Pursuant to the Settlement Agreement, the Plaintiffs and the Class expressly waive all rights to recover from the Settling Defendants, their current and former officers, directors, managers, employees, consultants, and insurers of Affinor, and, as applicable, their Affiliates, and Chaudhry U Consulting Inc., any portion of their damages which are attributable to any fault, liability or responsibility of the Settling Defendants, any of their Affiliates, Chaudhry U Consulting Inc., and, as applicable, their past and present employees, directors, officers, managers, Insurers, and for which any of the Non-Settling Defendants could claim for contribution, indemnity, apportionment and/or other relief as against any or all of the Settling Defendants pursuant to the *Negligence Act*, R.S.B.C. 1996, c. 333, the Quebec Code of Civil Procedure, any successor legislation, or at common law or otherwise.
18. This order is binding on each Settlement Class Member including those Persons who are minors or mentally incapable and the requirements of Rule 20-2 of the Supreme Court *Civil Rules* are dispensed with in respect of the Action.
19. The Settling Defendants and Chaudhry U Consulting Inc. have no responsibility for and no liability whatsoever relating to:
  - i. the administration of the Settlement Agreement;

- ii. the administration, investment, or distribution of the Trust Account; or
- iii. the Settlement Administration Plan.

- 20. This Order shall be declared null and void and of no force and effect on subsequent application made on notice in the event that the Settlement Agreement is terminated in accordance with its terms.
- 21. Nothing in this Order or the Settlement Agreement shall limit or in any way vary the Plaintiffs' document production obligations under the *Supreme Court Civil Rules*.
- 22. Endorsement of this Order by the Non-Settling Defendants or their counsel shall be dispensed with.

THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER AND CONSENT TO EACH OF THE ORDERS, IF ANY, THAT ARE INDICATED ABOVE AS BEING BY CONSENT:

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Signature of Paul R. Bennett  
Lawyer for the Plaintiffs, Michael Tietz and  
Duane Loewen, and Stacy Dionne

---

Signature of Joan M. Young  
Lawyer for the Defendant, Affinor Growers  
Inc.

---

Signature of Arpal S. Dosanjh  
Lawyer for the Defendant, Nicholas Brusatore

---

Signature of Eric. S. Bojm

Lawyer for the Defendant, Usama Chaudhry,  
also known as, Sam Chaudhry

By the Court.

---

Registrar

THIS ORDER was prepared by the law firm of Bennett Mounter LLP, whose place of business and address for service is #400 – 856 Homer Street, Vancouver, British Columbia, V6B 2W5. Telephone: (604) 639-3680. Fax: (604) 639-3681. Counsel Reference: Paul R. Bennett and Mark W. Mounter

