

Court File No.: CV-17-578980-00CP

ONTARIO
SUPERIOR COURT OF JUSTICE

B E T W E E N:

MANUEL KAUF and WEB OBJECTIVE INC.

Plaintiffs

– and –

**COLT RESOURCES, INC., NIKOLAS PERRAULT,
SHAHAB JAFFREY, JOE KIN FOON TAI, and PAUL YEOU**

Defendants

Proceeding under the *Class Proceedings Act, 1992*

SETTLEMENT AGREEMENT
(Made as of 1st day of December, 2020)

TABLE OF CONTENTS

SECTION 1: RECITALS	1
SECTION 2: DEFINITIONS	2
SECTION 3: APPROVAL AND NOTICE PROCESS	8
BEST EFFORTS	8
CERTIFICATION AND FIRST NOTICE MOTION	9
APPROVAL MOTION AND NOTICE	9
NOTICE OF TERMINATION	9
REPORT TO THE COURT	9
SECTION 4: NON-REFUNDABLE EXPENSES	10
PAYMENTS	10
DISPUTES CONCERNING NON-REFUNDABLE EXPENSES	10
SECTION 5: SETTLEMENT BENEFIT	10
PAYMENT OF SETTLEMENT AMOUNT	10
SETTLEMENT AMOUNT TO BE HELD IN TRUST	11
TAXES ON INTEREST	11
SECTION 6: NO REVERSION	12
SECTION 7: DISTRIBUTION OF THE ESCROW SETTLEMENT AMOUNT	12
SECTION 8: EFFECT OF SETTLEMENT	13
NO ADMISSION OF LIABILITY	13
AGREEMENT NOT EVIDENCE	13
NO FURTHER LITIGATION	14
SECTION 9: CERTIFICATION FOR SETTLEMENT ONLY	14
CONSENT TO CERTIFICATION	14
CERTIFICATION WITHOUT PREJUDICE	14
SECTION 10: OPTING OUT	15
AWARENESS OF ANY POTENTIAL OPT-OUTS	15
OPT-OUT PROCEDURE	15
NOTIFICATION OF NUMBER OF OPT-OUTS.	16
SECTION 11: TERMINATION OF THE AGREEMENT	16
GENERAL	16
ALLOCATION OF MONIES IN THE ESCROW ACCOUNT FOLLOWING TERMINATION	19
DISPUTES RELATING TO TERMINATION	19
NO RIGHT TO TERMINATE	20

SECTION 12: DETERMINATION THAT THE SETTLEMENT IS FINAL	20
SECTION 13: RELEASES AND JURISDICTION OF THE COURT	20
RELEASE OF RELEASEES	20
NO FURTHER CLAIMS	20
DISMISSAL OF THE ACTION	21
NO CLAIMS IN INTERIM	21
SECTION 14: ADMINISTRATION	21
CLASS COUNSEL TO ACT AS ADMINISTRATOR	21
APPOINTMENT OF THE REFEREE	21
CLAIMS PROCESS	22
DISPUTES CONCERNING THE DECISIONS OF CLASS COUNSEL	22
CONCLUSION OF THE ADMINISTRATION	22
SECTION 15: THE PLAN OF ALLOCATION	23
SECTION 16: THE FEE AGREEMENT AND CLASS COUNSEL FEES	24
MOTION FOR APPROVAL OF CLASS COUNSEL FEES AND DIRECTIONS FOR DISTRIBUTION OF THE REMAINDER OF THE SETTLEMENT AMOUNT	24
PAYMENT OF CLASS COUNSEL FEES AND DISTRIBUTION OF THE REMAINDER OF THE SETTLEMENT AMOUNT	24
SECTION 17: MISCELLANEOUS	24
MOTIONS FOR DIRECTIONS	24
DEFENDANTS HAVE NO RESPONSIBILITY OR LIABILITY FOR ADMINISTRATION	25
HEADINGS, ETC.	25
GOVERNING LAW	26
Severability	26
ENTIRE AGREEMENT	26
BINDING EFFECT	26
SURVIVAL	26
NEGOTIATED AGREEMENT	27
RECITALS	27
ACKNOWLEDGEMENTS	27
COUNTERPARTS	27
CONFIDENTIALITY AND COMMUNICATIONS	27
NO FRENCH TRANSLATION	28
NOTICE	28
DATE OF EXECUTION:	28

SETTLEMENT AGREEMENT

Subject to the approval of the Court, the Plaintiffs and the Defendants agree that, in consideration of the promises and covenants set forth in this Agreement and upon the Approval Order becoming a Final Order, this Action will be settled and compromised on the terms and conditions contained herein.

SECTION 1: RECITALS

1.1 WHEREAS:

- a. The Plaintiffs commenced this Action in Ontario against the Defendants, alleging that certain disclosure documents released by Colt Resources, Inc. (“Colt”) contained misrepresentations within the meaning of the *OSA* and the common law, with said misrepresentations alleged to have caused Colt’s securities to trade at artificially high prices.
- b. The Defendants have denied and continue to deny all of the Plaintiffs’ claims in this Action, have vigorously denied any wrongdoing or liability of any kind whatsoever, and state that they would have actively and diligently pursued affirmative defences and other defences had this Action not been settled.
- c. The Plaintiffs, with the benefit of advice from Class Counsel, have concluded that this Agreement, which resolves finally and completely the Action against all of the Defendants, is fair, reasonable and in the best interests of the Class based on an analysis of the facts and law applicable to the issues in this Action, and taking into account factors including the burdens, complexities, risks and expense of continued litigation, including the determination of damages to the Class, the effect of applicable statutes of limitations, the effect of recent case law, any potential appeals, and the potential risks to recovery in continuing the Action.
- d. The Defendants similarly have concluded that this Agreement is desirable in order to avoid the time, risk and expense of continuing with the litigation, including any potential appeals, and any other present or future litigation arising out of the facts that gave rise to this Action, and to resolve finally and completely the pending claims advanced or that could have been advanced against them in this Action.
- e. The Plaintiffs and the Defendants, through counsel, have engaged in hard-fought and extensive arm’s length settlement discussions and negotiations in respect of the Action for over a year.

- f. The Plaintiffs and the Defendants intend to and hereby do finally resolve the Action and all the claims that were or could have been asserted in the Action, subject to the approval of the Court as hereinafter provided, without any admission of liability or wrongdoing whatsoever by the Defendants.
- g. The Plaintiffs assert that they are suitable representatives for the two respective Classes and will seek to be appointed as the representative plaintiffs for the certified Classes in this Action.

NOW THEREFORE, in consideration of the covenants, agreements and releases set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to the settlement set out herein.

SECTION 2: DEFINITIONS

2.1 For the purposes of this Agreement, including the Recitals and Schedules hereto:

1. **Action** means the action styled *Manuel Kauf and Web Objective, Inc. v. Colt Resources Inc., Nikolas Perrault, Shahab Jaffrey, Joe Kin Foon Tai, and Paul Yeou*, filed in the Ontario Superior Court of Justice (Toronto Registry), Court File. No.: CV-17-578980-00CP.

2. **Administration Expenses** means all fees, disbursements, expenses, costs, taxes and any other amounts incurred or payable by the Plaintiffs or Class Counsel relating to the approval, implementation and administration of this Agreement, including the costs of publishing and delivering all notices, and any other expenses approved by the Court which shall all be paid from the Settlement Amount. For greater certainty, Administration Expenses include the Non-Refundable Expenses but do not include Class Counsel Fees.

3. **Agreement** means this settlement agreement, including the Recitals and Schedules hereto.

4. **Approval Motion** means a motion to be brought by the Plaintiffs, in the Court, for the Approval Order and the approval of Class Counsel Fees and expenses to be paid as a first charge on the Settlement Amount.

5. **Approval Order** means an order made by the Court:

- a. approving this Agreement;
- b. approving the proposed distribution of the Settlement Amount;
- c. approving the form of the Second Notice; and
- d. dismissing the Action as against the Defendants with prejudice and without costs, on the Effective Date;

in a form satisfactory to the Plaintiffs and the Defendants, all acting reasonably.

6. **Authorized Claimant** means a Claimant who submitted a completed Claim Form on or before the Claims Bar Deadline, with the necessary supporting documents, with the calculations for the total number of Shares: (i) acquired between March 15, 2015 and July 13, 2016; (ii) acquired on or after July 13, 2016; (iii) sold between July 13, 2016 and November 30, 2016; (iv) sold between November 30, 2016 and December 20, 2016; (v) sold between December 21, 2016 and January 31, 2017; and (vi) held after January 31, 2017.

7. **Certification and First Notice Motion** means a motion to be brought by the Plaintiffs, in the Court, for the Certification and First Notice Order.

8. **Certification and First Notice Order** means an order:

- a. certifying the Action for settlement purposes only;
- b. approving the form, content and method of dissemination of the First Notice;
- c. prescribing opt-out procedures and objections; and
- d. fixing the date for the Approval Motion

in a form satisfactory to the Plaintiffs and the Defendants, all acting reasonably.

9. **Claim Form** means the form to be approved by the Court which, when completed and submitted in a timely manner to Class Counsel, constitutes a Class Member's claim for compensation pursuant to the Settlement.

10. **Claims Bar Deadline** means the date by which each Class Member must file a Claim Form and all required supporting documentation with Class Counsel, which date shall be ninety (90) days after the date on which the Settlement is approved.

11. **Class or Class Members** means a natural or legal person who falls into one of the following classes:

Purchasers: All persons and entities, other than Excluded Persons, wherever they may reside or be domiciled, who purchased or otherwise acquired Shares in the primary or secondary market between July 13, 2016 and January 30, 2017, and held some or all of those Shares as of the close of trading on November 29, 2016, December 20, 2016, or January 30, 2017.

Holders: All persons and entities, other than Excluded Persons, wherever they may reside or be domiciled, who purchased or otherwise acquired Shares in the primary or secondary market, between March 15, 2015 and July 13, 2016, inclusive, and held some or all of those Shares after the close of trading on July 13, 2016.

12. **Class Counsel** means Morganti & Co., P.C.
13. **Class Counsel Fees** means the fees, disbursements, costs, HST and other applicable taxes or charges of Class Counsel as well as a *pro rata* share of all interest earned on the Settlement Amount to the date of payment, as approved by the Court.
14. **Class Period (Holders)** means the period between March 15, 2015 and July 13, 2016 inclusive;
15. **Class Period (Purchasers)** means the period between July 13, 2016 and January 30, 2017 inclusive.
16. **Common Issues** means:
 - a. Was Colt required to release a material change report in respect of the Turcolt Transaction on or within 10-days of July 13, 2016?
 - b. Did any of Colt's continuous disclosure documents and/or offering documents in the period beginning on July 13, 2016 and ending on January 31, 2017, contain a misrepresentation?
 - c. Did Colt's continuous disclosure documents or news releases released on November 30, 2016, December 21, 2016, and January 31, 2017, publicly correct the alleged misrepresentations?
17. **Company** means Colt.
18. **Contributing Parties** means the Defendants and their insurer(s) funding the Settlement, if any.
19. **Counsel for the Defendants** means collectively, Gowling WLG (Canada) LLP, Paliare Roland Rosenberg Rothstein LLP, and Adair Goldblatt Bieber LLP.

20. **Court** means the Ontario Superior Court of Justice.
21. **CPA** means the *Class Proceeding Act, 1992*, S.O. 1992, c. 6, as amended.
22. **Defendants** means, collectively, Colt and the Individual Defendants.
23. **Effective Date** means the date on which both of the following occur or have occurred:
 - a. the Settlement Amount has been paid into the Escrow Account; and
 - b. the Defendants' collective right to terminate the Agreement has expired and the Approval Order becomes a Final Order.
24. **Eligible Shares** means any Shares that are either Eligible Purchaser Shares or Eligible Holder Shares.
25. **Eligible Purchaser Shares** means the Shares purchased or otherwise acquired by a Class Member or Opt-Out Party during the Class Period (Purchasers) and still held at the close of trading on November 29, 2016, December 20, 2016, or January 30, 2017.
26. **Eligible Holder Shares** means the Shares purchased or otherwise acquired by a Class Member or Opt-Out Party during the Class Period (Holders) and still held at the close of trading on July 13, 2016.
27. **Equivalent Securities Acts** means, collectively, the *Securities Act*, R.S.A. 2000, c. S-4, as amended; the *Securities Act*, R.S.B.C. 1996, c 418, as amended; *The Securities Act*, C.C.S.M. c. S50, as amended; the *Securities Act*, S.N.B. 2004, c. S-5.5, as amended; the *Securities Act*, R.S.N.L. 1990, c S-13, as amended; the *Securities Act*, R.S.N.S. 1989, c. 418, as amended; the *Securities Act*, R.S.P.E.I. 1988, c S-3.1, as amended; the *Securities Act*, R.S.Q. c V-1.1, as amended; and *The Securities Act, 1988*, S.S. 1988-89, c. S-42.2, as amended.
28. **Escrow Account** means the interest-bearing trust account of Class Counsel or, if directed by the Court, an interest-bearing trust account at a Canadian Schedule 1 bank in Ontario under the control of a claims administrator appointed by the Court.
29. **Escrow Settlement Amount** means the Settlement Amount plus any interest accruing thereon after payment of all Non-Refundable Expenses.
30. **Excluded Persons** means the Defendants and the Individual Defendants' immediate family members, and persons or entities that properly opt-out of the Class in accordance with the

certification order issued by the Court.

31. **Final Order** means any order of the Court contemplated by this Agreement from which any right of appeal has been exhausted, expired, or where no appeal lies.

32. **First Notice** means the Notice of Certification and Settlement Approval Hearing.

33. **Individual Defendants** means collectively, Nikolas Perrault, Shahab Jaffrey, Joe Kin Foon Tai, and Paul Yeou.

34. **Notice of Certification and Settlement Approval Hearing** means the long-form and short-form notice to the Class of:

- a. the granting of certification of the Action as against the Defendants, for settlement purposes only;
- b. the procedure for submitting an Opt-Out Form or Objection; and
- c. the date and time of the Approval Motion

in a form satisfactory to the Plaintiffs and the Defendants, all acting reasonably.

35. **Notice of Settlement Approval** means notice to the Class of the Approval Order in a form satisfactory to the Plaintiffs and the Defendants, all acting reasonably.

36. **Non-Refundable Expenses** means certain Administration Expenses stipulated in Section 4.1 of the Agreement to be paid from the Settlement Amount, regardless of whether the Settlement is approved by the Court or not.

37. **Objection** means the process by which a Class Member notifies the Court (through the Administrator) of a Class Member's view that the Settlement is not fair, reasonable, or in the best interest of the class, and therefore ought not to be approved.

38. **Opt-Out Deadline** means the date sixty (60) days after the date on which the First Notice is first published on Class Counsel's website.

39. **Opt-Out Form** means the document, as approved by the Court, that if properly completed and submitted by a Class Member to Class Counsel before the expiry of the Opt-Out Deadline, excludes that Class Member from the Class, the Action, and participation in the Settlement, as further explicated in Section 10.2 herein.

40. **Opt-Out Party or Opt-Out Parties** means any and all persons who would otherwise be Class Members and who submit a valid Opt-Out Form to Class Counsel by the Opt-Out Deadline.
41. **Opt-Out Period** means the period up to and including the Opt-Out Deadline, during which Opt-Out Forms may be submitted by persons who fall within the Class and wish to opt-out of the Action and the Settlement.
42. **Opt-Out Threshold** means the confidential threshold stated in the Term Sheet executed by the Parties, dated July 29, 2020, which if exceeded gives the Defendants the option to withdraw from and terminate the Agreement as further explained in Section 11.6-11.8 herein.
43. **OSA** means the *Securities Act*, R.S.O. 1990, c. S.5, as amended.
44. **Party or Parties** means the Plaintiffs and the Defendants.
45. **Plaintiffs** mean Manuel Kauf and Web Objective, Inc.
46. **Plan of Allocation** means the distribution plan stipulating the proposed implementation and administration of the Settlement, which shall be substantially in the form to be approved by the Court.
47. **Plan of Notice** means the plan for disseminating the First Notice and Second Notice to the Class, in a form satisfactory to the Plaintiffs and the Defendants, all acting reasonably.
48. **Referee** means Christophe Shammass, of Loopstra Nixon LLP or such other person or persons appointed by the Court to serve in that capacity.
49. **Released Claims** (or **Released Claim** in the singular) means any and all claims, demands, actions, suits, injuries, and causes of action, whether class, individual or otherwise in nature, whether personal or subrogated, including assigned claims, and damages and liabilities of any nature, whenever or however incurred (whether actual, compensatory, punitive or otherwise), including interest, costs, expenses, class administration expenses (including Administrative Expenses), penalties, and lawyers' fees (including Class Counsel fees), foreseen or unforeseen, suspected or unsuspected, actual or contingent, existing now or arising in the future, whether known or unknown, asserted or unasserted, accrued or unaccrued, and liquidated or unliquidated, in law, under statute in tort, extra-contractually, or in equity, regardless of the legal theory, that any of the Releasers ever had, now have or hereafter can, shall or may have, arising from or relating in any way to the claims that were made, or the claims that could have been made, in the Action.

50. **Releasees** mean, jointly and severally, individually and collectively, the Defendants and all of their respective present and former, direct and indirect, parents, subsidiaries, divisions, affiliates, partners, insurers, lawyers, all other persons, partnerships or corporations with whom any of the former have been, or are now, affiliated, and all of their respective past, present and future officers, directors, employees, agents, shareholders, attorneys, trustees, servants and representatives; and the predecessors, successors, purchasers, heirs, executors, administrators and assigns of each of the foregoing.

51. **Releasors** mean, jointly and severally, individually and collectively, the Plaintiffs, the Class Members, and their respective heirs, executors, trustees, administrators, assigns, attorneys, representatives, partners and insurers and their predecessors, successors, heirs, executors, trustees, administrators and assignees; but, for greater certainty, excludes Opt-Out Parties.

52. **Second Notice** means the Notice of Settlement Approval.

53. **Settlement** means the settlement provided for in this Agreement.

54. **Settlement Amount** means \$950,000 in Canadian currency, inclusive of Administration Expenses, if any, distributions, Class Counsel's disbursements and legal fees plus taxes, and any other costs or expenses otherwise related to the Action.

55. **Shares** means common shares or units of Colt.

56. **Supporting Documents** means documents to evidence a Class Member's transactions in Shares, in the form of trade confirmations, brokerage statements, other transaction records or suitable alternative documentation as may be agreed between the Class Member and Class Counsel.

57. **TSX-V** means the Toronto Venture Exchange.

SECTION 3: APPROVAL AND NOTICE PROCESS

Best Efforts

3.1 The Parties shall use their best efforts to effectuate this Settlement and to secure the Approval Order in a prompt and timely manner.

3.2 Until the Approval Order becomes a Final Order or the termination of this Agreement, whichever occurs first, the Parties agree to hold in abeyance all steps in the Action, other than the motions provided for in this Agreement and such other matters required to implement the terms of

this Agreement.

Certification and First Notice Motion

3.3 The Plaintiffs will, as soon as is reasonably practicable following the execution of this Agreement, bring the Certification and First Notice Motion. Subject to the content of the First Notice and the Certification and First Notice Order being satisfactory to the Defendants, and for the purpose of this Agreement only, the Defendants will consent to the Certification and First Notice Order being issued by the Court for the purposes of the Settlement only.

3.4 Upon entry of the Certification and First Notice Order, Class Counsel shall cause the First Notice to be published in accordance with the Plan of Notice and the directions of the Court. Any third-party costs for publishing the First Notice shall be a Non-Refundable Expense.

Approval Motion and Notice

3.5 The Plaintiffs will thereafter bring the Approval Motion before the Court in accordance with the Court's directions. The Defendants will consent to the issuance of the Approval Order, subject to the content of the Approval Order sought at the Approval Motion being satisfactory to the Defendants, and for the purposes of the Settlement only.

3.6 Upon entry of the Approval Order, Class Counsel shall cause the Second Notice to be published and disseminated in accordance with the Plan of Notice as approved by the Court. Any third-party costs for publishing the Second Notice shall be a Non-Refundable Expense.

Notice of Termination

3.7 If this Agreement is terminated after the First Notice has been published and disseminated, a notice of the termination will be given to the Class. Class Counsel will cause the notice of termination, in a form approved by the Court, to be published and disseminated as the Court directs. Any third-party costs for publishing a notice of termination shall be a Non-Refundable Expense.

Report to the Court

3.8 After publication and dissemination of each of the notices required by this Section, Class Counsel shall file with the Court an affidavit confirming publication and dissemination.

SECTION 4: NON-REFUNDABLE EXPENSES

Payments

4.1 Expenses reasonably incurred (if any) for the following purposes shall be Non-Refundable Expenses, and shall be payable from the Settlement Amount, as and when incurred:

- a. the third-party costs incurred in connection with establishing and operating the Escrow Account;
- b. the third-party costs incurred in publishing and distributing the First Notice and the Second Notice, including the mailing expenses as may be applicable;
- c. if the Court appoints a third-party administrator, the costs of that third party in connection with receiving Objections and Opt-Out Forms and reporting to the Court to a maximum of \$15,000 for fees, plus reasonable and documented disbursements and HST;
- d. if necessary, the costs incurred in publishing notice to the Class that the Agreement has been terminated, including the associated professional fees and mailing expenses as may be applicable; and
- e. if the Court appoints a third-party administrator and thereafter the Agreement is terminated, the costs reasonably incurred by said administrator for performing the services required to prepare to implement the Settlement, including any mailing expenses, to a maximum of CAD \$15,000, whether or not a claim has been filed or reviewed, as approved by the Court.

Disputes Concerning Non-Refundable Expenses

4.3 Any dispute concerning the entitlement to or quantum of Non-Refundable Expenses shall be dealt with by way of a motion to the Court on notice to the Parties. The Contributing Parties shall have full standing in respect of such a motion.

SECTION 5: SETTLEMENT BENEFIT

Payment of Settlement Amount

5.1 The Contributing Parties, or any of them, shall pay the Settlement Amount to Class Counsel, in trust, within twenty (20) calendar days of execution of the Agreement which will

deposit it in Escrow Account which shall be held to the order of the Contributing Parties and shall be paid out upon the Settlement becoming final.

5.2 Neither the Defendants nor the Defendants' insurers shall have any obligation to pay any amount to the Plaintiffs, the Class Members or Class Counsel other than the payment of the Settlement Amount to Morganti & Co., P.C., in trust, per s. 5.1 hereof, with respect to this Agreement or the Action for any reason whatsoever, including any amount for damages, interest, legal fees (including Class Counsel Fees), disbursements, taxes of any kind, costs and expenses relating in any way to the Action, including as described in Sections 3.4 and 3.6, the Released Claims, the Settlement, and Administration Expenses, if any.

5.3 Any amount paid by the Defendants' insurers in contribution to the Settlement Amount is properly paid out under the applicable policies, and reduces the available limits under said policies.

5.4 Class Counsel shall provide an accounting to the Court for all payments made from the Escrow Account by Class Counsel, who will also serve as claims administrator. In the event this Agreement is terminated, Class Counsel shall deliver an accounting to the Court no later than ten (10) days after the termination.

Settlement Amount to be Held in Trust

5.5 Class Counsel shall hold the Settlement Amount in the Escrow Account and shall invest the Settlement Amount in a liquid money market account or equivalent security with a rating equivalent to, or better than that of an interest-bearing account in a Canadian Schedule 1 bank.

5.6 Class Counsel shall maintain the Settlement Amount in the Escrow Account for the benefit of the Class, as provided for in this Agreement; however, in the event it is appropriate to appoint a third-party claims administrator and one is appointed by the Court, Class Counsel shall, as directed by the Court, immediately transfer the full balance of the Settlement Amount to such claims administrator, who shall maintain the Settlement Amount in the Escrow Account for the benefit of the Class, as provided for in this Agreement.

5.7 No amount shall be paid out from the Escrow Account by Class Counsel or a Court appointed claims administrator except in accordance with this Agreement, or in accordance with an order of the Court obtained on notice to the Parties.

Taxes on Interest

5.8 Except as expressly provided in Sections 5.9 and 5.10, all taxes payable on any interest which accrues in relation to the Settlement Amount, shall be solely the Class' responsibility and

shall be paid by Class Counsel (or a claims administrator, as may be appointed by the Court) from the Escrow Settlement Amount, or by the Class as Class Counsel considers appropriate, and the Defendants and their insurers and re-insurers (if any) shall have no liability for any taxes payable on the interest.

5.9 If Class Counsel returns any portion of the Settlement Amount plus accrued interest to the Contributing Parties pursuant to the provisions of the Agreement, the taxes payable on the interest portion of the returned amount shall be the responsibility of the Contributing Parties.

5.10 The Defendants shall have no responsibility to make any filings relating to the Escrow Account, to pay tax on any income earned by the Settlement Amount, or to pay any taxes on the monies in the Escrow Account, unless this Agreement is terminated, in which case any interest earned on the Settlement Amount in the Escrow Account shall be paid to the Defendants or their insurers, as may be directed, who, in such case, shall be responsible for the payment of any applicable taxes on such interest not previously paid by Class Counsel or a Court-appointed claims administrator.

SECTION 6: NO REVERSION

6.1 Unless this Agreement is terminated as provided herein or otherwise by the Court, the Contributing Parties shall not, under any circumstances, be entitled to the repayment of any portion of the Settlement Amount contributed under Section 5.1 and then only to the extent of and in accordance with the terms provided herein.

6.2 If the settlement is not approved by the Court, Plaintiffs' counsel will return the full Settlement Amount to the Defendants plus accrued interest, less any amounts paid for notices and reasonable Administration Expenses.

SECTION 7: DISTRIBUTION OF THE ESCROW SETTLEMENT AMOUNT

7.1 If the Settlement becomes final as contemplated by Section 12, Class Counsel (or the Court-appointed claims administrator, if one is appointed) shall distribute the Settlement Amount out of the Escrow Account in accordance with the following priorities:

- a. to pay Class Counsel the Class Counsel Fees approved by the Court;
- b. to pay all of the costs and expenses reasonably and actually incurred in connection with the provision of notices, locating Class Members for the sole purpose of providing notice to them, or soliciting Class Members to submit a Claim Form (including the notice expenses reasonably and actually incurred by the Transfer

Agent in connection with the provision of notice of this Settlement to Class Members). For greater certainty, the Defendants are specifically excluded from eligibility for any payment of costs and expenses under this subsection;

- c. to pay all of the costs and expenses reasonably and actually incurred by Class Counsel and the Referee, relating to determining eligibility, the filing of Claims Forms, processing Claims Forms, resolving disputes arising from the processing of Claims Forms and administering and distributing the Settlement Amount;
- d. to pay any taxes required by law to be paid to any governmental authority; and
- e. to pay a *pro rata* share of the balance of the Escrow Settlement Amount to each Authorized Claimant in proportion to his/her/its claim as recognized in accordance with the Plan of Allocation.

SECTION 8: EFFECT OF SETTLEMENT

No Admission of Liability

8.1 Whether or not this Agreement is terminated, this Agreement, anything contained in it, any and all negotiations, discussions, and communications associated with this Agreement, shall not be deemed, construed or interpreted as a concession or admission of wrongdoing or liability by the Releasees, or as a concession or admission by the Releasees of the truthfulness of any claim or allegation asserted in this Action. Neither this Agreement nor anything contained herein shall be used or construed as an admission by the Releasees of any fault, omission, liability or wrongdoing in connection with any statement, release, written document, offering document or financial report, or otherwise, and in fact the Defendants continue to vigorously dispute and contest the allegations made in this Action.

Agreement Not Evidence

8.2 The Parties agree that, whether or not it is terminated, unless otherwise agreed, this Agreement and anything contained herein, any and all negotiations, documents, discussions and proceedings associated with this Agreement, and any action taken to implement this Agreement, shall not be referred to, offered as evidence or received as evidence or interpreted in this Action or in any other pending or future civil, criminal, quasi-criminal, administrative action, disciplinary investigation or other proceeding as any presumption, concession or admission:

- a. of the validity of any claim that has been or could have been asserted in the Action by the Plaintiffs against the Defendants, or the deficiency of any defence that has

been or could have been asserted in the Action;

- b. of wrongdoing, fault, neglect or liability by the Defendants; and
- c. that the consideration to be given hereunder represents the amount that could be or would have been recovered in the Action after trial.

8.3 Notwithstanding Section 8.2, this Agreement may be referred to or offered as evidence in order to obtain the orders or directions from the Court contemplated by this Agreement, in a proceeding to approve or enforce this Agreement, to defend against the assertion of Released Claims, or as otherwise required by law.

No Further Litigation

8.4 Class Counsel, and anyone formerly, currently or hereafter employed by, associated with, or a partner with Class Counsel may not, directly or indirectly participate or be involved in, or in any way assist with respect to any claim made by any person, including but not limited to any putative class member who opts-out of the settlement, in relation to any claim they have or may in the future assert, regarding the subject matter of the Action.

8.5 Class Counsel also is prohibited from divulging to anyone for any purpose any information obtained in the course of the negotiation, preparation or execution of this Agreement, without the prior written consent of the Defendants or unless ordered to do so by a court.

SECTION 9: CERTIFICATION FOR SETTLEMENT ONLY

Consent to Certification

9.1 The Defendants will consent to certification of the Action as a class proceeding, pursuant to Sections 2, 5 and 6 of the CPA, solely for the purpose of effecting this Agreement.

9.2 The Plaintiffs and the Defendants agree that the only common issues that the Plaintiffs will seek to define as against the Defendants are the Common Issues and the only classes that the Plaintiffs will assert are the Classes.

Certification Without Prejudice

9.3 The Parties agree that the granting of certification of the Action as a class proceeding in accordance with Sections 9.1-9.2 hereof is for the sole purpose of effecting the Settlement. In the event that this Agreement is terminated as provided herein, the Certification and First Notice Order

shall be vacated or set aside to the extent of the order granting leave to proceed and certifying this Action as a class proceeding for the purposes of implementing this Agreement, and shall be without prejudice to any position that any of the Parties may later take on any issue in the Action including in subsequent certification motions. In particular, the fact of the Defendants' consent to certification for settlement purposes shall not be referenced in any way in the further prosecution of the Action, nor shall such consent be deemed to be an admission by the Defendants, or any of them, that the Plaintiffs have met any of the requisite criteria for granting certification of the Action as a class proceeding.

SECTION 10: OPTING OUT

Awareness of any Potential Opt-Outs

10.1 The Plaintiffs and Class Counsel represent and warrant that:

- a. they are unaware of any Class Member who has expressed an intention to opt-out of the Class;
- b. they are unaware of any Class Member who has expressed an intention to object to this Settlement; and
- c. they will not encourage or solicit any Class Member to opt-out of the Class or object to the Settlement.

Opt-Out Procedure

10.2 Each Class Member who wishes to exclude him, her or itself from the Class must submit a properly completed Opt-Out Form along with all required supporting documents to Class Counsel on or before the Opt-Out Deadline. An Opt-Out Form shall consist of the following:

- a. a statement of intention to opt-out of the Action, signed by the Class Member or a person authorized to bind the Class Member;
- b. a listing of all purchases and sales of Shares during the Class Period;
- c. the total number of Shares held at the end of the Class Period;
- d. supporting documents to evidence such transactions, in the form of trade confirmations, brokerage statements, other transaction records or suitable alternative documentation as may be agreed between the Class Member and Class

Counsel;

- e. reasonable attestation of reliance of the Class Member upon Colt's impugned disclosure documents, released between July 13, 2016, and January 31, 2017, in making investment decisions; and
- f. contact information for the Class Member, including name, address, telephone number and email address.

10.3 In order to remedy any deficiency in the completion of an Opt-Out Form, Class Counsel may request that additional information be submitted by a Class Member who submits an Opt-Out Form.

10.4 If a Class Member fails to submit a properly completed Opt-Out Form and/or all required supporting documents to Class Counsel or fails to remedy any deficiency by the Opt-Out Deadline, the Class Member shall not have opted out of the Action, subject to any order of the Court to the contrary, and will in all other respects be subject to, and bound by, the provisions of this Agreement and the releases contained herein.

10.5 The Opt-Out Deadline will not be extended unless the Court orders otherwise.

10.6 Opt-Out Parties will be excluded from any and all rights and obligations arising from the Settlement. Class Members who do not opt-out shall be bound by the Settlement and the terms of this Agreement.

Notification of Number of Opt-Outs.

10.7 Within ten (10) days after the Opt-Out Deadline, Class Counsel shall report to the Court and the Defendants the number of Eligible Shares held by each Opt-Out Party, a summary of the information delivered by each Opt-Out Party, and the total number of Eligible Shares held by all Opt-Out Parties.

10.8 Class Counsel shall also provide to Counsel for the Defendants copies of all of the Opt-Out Forms submitted by Opt-Out Parties at the same time as the report provided for in Section 10.7.

SECTION 11: TERMINATION OF THE AGREEMENT

General

11.1 This Agreement shall, without notice, automatically terminate if:

- a. the Court declines to grant the Certification and First Notice Order and such order becomes a Final Order;
- b. the Court grants the Certification and First Notice Order but such order is reversed on appeal and the reversal becomes a Final Order;
- c. the Court declines to grant the Approval Order and such order becomes a Final Order; or
- d. the Court grants the Approval Order but such order is reversed on appeal and the reversal becomes a Final Order.

11.2 The Defendants shall each have the right to terminate this Agreement by delivering a written notice pursuant to Section 17.20 below within thirty (30) days after any of the following events:

- a. the Court grants the Certification and First Notice Order in a form that is not satisfactory to the Defendants, acting reasonably; or
- b. the Court grants the Approval Order in a form that is not satisfactory to the Defendants, acting reasonably.

11.3 This Agreement shall be terminated if the Defendants elect to terminate the agreement in accordance with s. 11.6 forthwith upon delivery to Class Counsel of the notice of election to terminate contemplated by that section.

11.4 In the event this Agreement is terminated in accordance with its terms:

- a. the Parties will be restored to their respective positions prior to the execution of this Agreement;
- b. the Parties will consent to an Order vacating or setting aside the Certification and First Notice Order to the extent of the order certifying this Action as a class proceeding for the purposes of implementing this Agreement, including any definitions of the Class and Common Issues; and, such order shall include a declaration that:
 - i. the prior consent granting certification of this Action for settlement

purposes shall not be deemed to be an admission by the Defendants that the Action met any of the criteria for granting certification as a class proceeding; and

- ii. no Party to this Action and no other person may rely upon the fact of the prior consent granting of certification for any purpose whatsoever;
- c. any amounts paid for establishing and operating the Escrow Account, publishing and disseminating the Settlement Agreement, the First Notice, the Second Notice and the Termination Notice (if any), and to Class Counsel and the Referee pursuant to section 4.1 are non-recoverable from the Plaintiffs and the Class Members;
- d. the Escrow Settlement Amount less any Non-Recoverable Expenses will be returned to the Defendants or their insurers, as directed, in accordance with Section 11.6(d) hereof;
- e. this Agreement will have no further force and effect and no effect on the rights of the Parties except as specifically provided for herein;
- f. this Agreement and the consent certification order will not be introduced into evidence or otherwise referred to in any litigation against the Defendants.

11.5 Notwithstanding the provisions of Section 11.3(e), if this Agreement is terminated, the provisions of this Section 11 and Sections 1, 2, 3.7, 3.8, 5.3, 5.10, 6.1, 8.1, 8.2, 8.3, 8.5, 9.3, 10.1, 13.4, 13.6, and 17 shall survive termination and shall continue in full force and effect.

Effect of Exceeding the Opt-Out Threshold, Conditions Precedent and Right to Terminate

11.6 Notwithstanding any other provision in this Agreement, the Defendants shall have the option to withdraw from and terminate the Agreement, and to render the Agreement null and void in the event that persons or entities eligible to participate in the settlement of the Action opt-out of the class with the result that the aggregate number of shares exceeds the Opt-Out Threshold, provided that notice of the election to terminate is provided by Counsel for the Settling Defendants to Class Counsel within ten (10) business days of Class Counsel notifying Counsel for the Defendants of the number of shares associated with the Opt-Out Parties pursuant to Section 11.7, after which date the right to terminate the Agreement will have expired.

11.7 If the Opt-Out Threshold is not exceeded, the Defendants' right to terminate this Agreement pursuant to the provisions of this Section is inoperative and of no force and effect.

11.8 The Opt-Out Threshold is stated in the settlement term sheet dated July 29, 2020 and executed by the Parties. The Opt-Out Threshold as stated in the Settlement Term Sheet will be kept confidential by the Parties and their counsel, and may be shown to the Court solely for purposes of the Approval Motion but shall not be otherwise disclosed by the Parties and their counsel, unless disclosure is ordered by the Court or the Defendants provide prior written consent to disclosure.

Allocation of Monies in the Escrow Account Following Termination

11.9 Class Counsel shall account to the Court and the Parties for the Parties for the amount maintained in and disbursed from the Escrow Account. If this Agreement is terminated, consistent with Section 4.3, this accounting shall be delivered no later than ten (10) days after such termination.

11.10 If this Agreement is terminated, the Defendants shall, within thirty (30) days after termination, apply to the appropriate Court, on notice to the Plaintiffs, for an order:

- a. declaring this Agreement null and void and of no force or effect except for the provisions listed in Section 11.4;
- b. determining whether a notice of termination shall be sent out to the Class Members and, if so, the form and method of disseminating such a notice;
- c. requesting an order setting aside, *nunc pro tunc*, all prior orders or judgments entered by the Court in accordance with the terms of this Agreement, including any order certifying the Action as a class proceeding for the purposes of implementing this Agreement; and
- d. authorizing the payment of all remaining funds in the Escrow Account, including accrued interest, to the Defendants or their insurers as the case may be.

11.11 Subject to Section 11.12, the Parties shall consent to the orders sought in any motion made by the Defendants pursuant to Section 11.10.

Disputes Relating to Termination

11.12 If there is any dispute about the termination of this Agreement, the Court shall determine any dispute by motion made by a Party on notice to the other Parties.

No Right to Terminate

11.13 For greater certainty, no dispute or disagreement among the Plaintiffs and/or members of the Class or any of them about the proposed distribution of the Settlement Amount shall give rise to a right to terminate this Agreement.

SECTION 12: DETERMINATION THAT THE SETTLEMENT IS FINAL

12.1 The Settlement shall be considered final on the Effective Date.

SECTION 13: RELEASES AND JURISDICTION OF THE COURT

Release of Releasees

13.1 Upon the Effective Date, in consideration of payment of the Settlement Amount and for other valuable consideration set forth in the Agreement, the Releasors forever and absolutely release, waive and forever discharge the Releasees from the Released Claims.

13.2 The Releasors acknowledge that they are aware that they may hereafter discover facts in addition to, or different from, those facts which they know or believe to be true with respect to the Action and the subject matter of this Agreement, and that it is their intention to release fully, finally and forever all Released Claims, and in furtherance of such intention, this release and, subject to the provisions of Section 11, this Agreement, shall be and remain in effect notwithstanding the discovery or existence of any such additional or different facts.

13.3 Upon the Effective Date, each Releasee forever and absolutely releases each of the other Releasees from any and all claims for contribution or indemnity with respect to the Settlement Amount.

No Further Claims

13.4 As of the Effective Date and provided that the Settlement Amount has been deposited into the Escrow Account, the Releasors and Class Counsel shall not now or hereafter institute, continue, maintain or assert, either directly or indirectly, whether in Ontario or elsewhere, on their own behalf or on behalf of any class or any other person, any action, suit, cause of action, claim or demand against any of the Releasees or any other person who may claim contribution or indemnity from any of the Releasees in respect of any Released Claim. For greater certainty, this provision does not prohibit the Releasors or Class Counsel from advancing any cause of action against the Releasees that is not a Released Claim.

Dismissal of the Action

13.5 As of the Effective Date, the Action shall be dismissed as against the Defendants with prejudice and without costs.

No Claims in Interim

13.6 As of the date of this Agreement, Class Counsel represent that they do not represent the Plaintiffs in any other proceeding related to any matter at issue in this Action.

SECTION 14: ADMINISTRATION

Class Counsel to Act as Administrator

14.1 Class Counsel will serve as the claims administrator to implement the Agreement and the Plan of Allocation, on the terms and conditions and with the powers, rights, duties and responsibilities set out in the agreement and in the Plan of Allocation.

14.2 Notwithstanding Section 14.1, if a third-party claims administrator is appointed by the Court, that claims administrator will implement the Agreement and the Plan of Allocation on the terms and conditions and with the powers, rights, duties and responsibilities set out in the agreement and in the Plan of Allocation.

14.3 If a third-party is appointed by the Court as claims administrator and the Agreement is terminated, the claims administrator's fees, disbursements and taxes will be fixed as set out in Section 4.1(e).

14.4 If a third-party is appointed by the Court as claims administrator and the Settlement becomes final as contemplated by Section 12, the Court will fix the third-party administrator's compensation and payment schedule.

Appointment of the Referee

14.5 The Court will appoint the Referee with the powers, duties and responsibilities set out in the Agreement and the Plan of Allocation.

14.6 The fees, disbursements and taxes of the Referee will be fixed by the Court and shall not exceed \$15,000.

Claims Process

14.7 In order to seek payment from the Settlement Amount, a Class Member must submit a completed Claim Form to Class Counsel (or the third-party claims administrator if one is appointed by the Court), in accordance with the provisions of the Plan of Allocation, on or before the Claims Bar Deadline, and any Class Member who fails to do so shall not share in any distribution made in accordance with the Plan of Allocation unless the Court orders otherwise.

14.8 In order to remedy any deficiency in the completion of a Claim Form, Class Counsel (or the third-party claims administrator if one is appointed by the Court) may require and request that additional information be submitted by a Class Member who submits a Claim Form. Such Class Members shall have until the later of thirty (30) days from the date of the request from Class Counsel (or the court-appointed administrator) or the Claims Bar Deadline to rectify the deficiency. Any person who does not respond to such a request for information within the thirty (30) day period shall be forever barred from receiving any payments pursuant to the Settlement, subject to any order of the Court to the contrary, but will in all other respects be subject to, and bound by, the provisions of the Agreement and the releases contained herein.

Disputes Concerning the Decisions of Class Counsel

14.9 In the event that a Class Member disputes the decision of Class Counsel (or the third-party claims administrator if one is appointed by the Court), whether in whole or in part, the Class Member may appeal the decision to the Referee in accordance with the provisions in the Plan of Allocation. The decision of the Referee will be final, with no right of appeal.

14.10 No action shall lie against the Releasees, the Defendants, Counsel for the Defendants, Class Counsel, the third-party claims administrator (if one is appointed by the Court) or the Referee for any decision made in the administration of the Agreement and Plan of Allocation without an order from the Court authorizing such an action.

Conclusion of the Administration

14.11 Following the Claims Bar Deadline, and in accordance with the terms of the Agreement, the Plan of Allocation, and such further order of the Court, as may be necessary, or as circumstances may require, Class Counsel (or the third-party claims administrator if one is appointed by the Court) shall distribute the remainder of the Escrow Settlement Amount to Authorized Claimants.

14.12 No claims shall lie against the Releasees, the Defendants, Counsel for the Defendants, Class Counsel, the third-party claims administrator (if one is appointed by the Court) or the Referee

based on distributions made substantially in accordance with the Agreement and the Plan of Allocation.

14.13 If the Escrow Account is in a positive balance in an amount greater than 15% of the net Settlement Amount (whether by reasons of tax refunds, uncashed cheques or otherwise) after one hundred eighty (180) days from the date of distribution of the Escrow Settlement Amount to the Authorized Claimants, Class Counsel (or the third-party claims administrator if one is appointed by the Court) shall, if economically feasible, allocate and distribute such balance among Authorized Claimants in an equitable fashion up to the limit of each authorized claimant's actual loss. If there is a balance in the Escrow Account after each Authorized Claimant is paid up to his/her/its actual loss, or if an amount equal to or less than 15% of the net Settlement Amount remains undistributed, the remaining funds shall be paid *cy près* to a recipient mutually agreed upon by the Parties and/or approved by the Court, if necessary.

14.14 Upon the conclusion of the administration, or at such other time(s) as the Court directs, Class Counsel (or the third-party claims administrator if one is appointed by the Court) shall report to the Court on the administration and shall account for all monies it has received, administered and disbursed and obtain an order from the Court discharging it as claims administrator.

SECTION 15: THE PLAN OF ALLOCATION

15.1 At the hearing of the motion for the Approval Order, the Plaintiffs shall seek the Court's approval of the Plan of Allocation. The approval of the Plan of Allocation is not a condition of the Settlement and its approval may be considered separately from that of the Settlement.

15.2 The procedure for, and the allowance or disallowance by the Court of the approval of the Plan of Allocation is to be considered by the Court separately from its consideration of the fairness, reasonableness and adequacy of the Settlement provided for herein.

15.3 Any order or proceeding relating solely to the Plan of Allocation, or any appeal from any order relating thereto or reversal or modification thereof, shall not operate to terminate or cancel this Agreement or affect or delay the finality of the Approval Order and the Settlement of the Action provided herein.

15.4 The Defendants shall have no obligation to consent to but shall not oppose the approval of the Plan of Allocation.

15.5 Unless requested to do so by the Court, the Defendants will not make any submissions to the Court relating to the Plan of Allocation.

SECTION 16: THE FEE AGREEMENT AND CLASS COUNSEL FEES

Motion for Approval of Class Counsel Fees and Directions for Distribution of the Remainder of the Settlement Amount

16.1 At the Approval Motion, Class Counsel shall seek the approval of Class Counsel Fees to be paid as a first charge on the Settlement Amount. Class Counsel are not precluded from making additional applications to the Court for expenses incurred as a result of implementing the terms of the Agreement. All amounts awarded on account of Class Counsel Fees shall be paid from the Settlement Amount.

16.2 The Defendants acknowledge that they are not parties to the motion concerning the approval of Class Counsel Fees, they will have no involvement in the approval process to determine the amount of Class Counsel Fees and they will not take any position or make any submissions to the Court concerning Class Counsel Fees, except as requested and required by the Court. Subject to the foregoing, the Plaintiffs will provide the Defendants with notice of the motion to approve Class Counsel Fees and copies of the materials filed with the Court and the Defendants and their counsel are entitled to attend any motion for approval of Class Counsel Fees.

16.3 The procedure for and the allowance or disallowance by the Court of any requests for Class Counsel Fees to be paid out of the Settlement Amount are not part of the Settlement provided for herein, and are to be considered by the Court separately from its consideration of the fairness, reasonableness, and adequacy of the Settlement provided for herein.

16.4 Any order or proceeding relating to Class Counsel Fees, or any appeal from any order relating thereto or reversal or modification thereof, shall not operate to terminate or cancel this Agreement or affect or delay the finality of the Approval Order and the Settlement of this Action provided herein.

Payment of Class Counsel Fees and Distribution of the Remainder of the Settlement Amount

16.5 Forthwith after the Settlement becomes final, as contemplated in Section 12.1, Class Counsel may withdraw the Class Counsel Fees approved by the Court from the Escrow Account.

SECTION 17: MISCELLANEOUS

Motions for Directions

17.1 Any one or more of the Parties, Class Counsel, the administrator (should one be appointed), or the Referee may apply to the Court for directions in respect of any matter in relation to this

Agreement and the Plan of Allocation.

17.2 All motions contemplated by this Agreement shall be on notice to the Parties.

Defendants Have No Responsibility or Liability for Administration

17.3 Except for the obligations in respect of the performance of the obligations under Section 5.1, the Defendants shall have no responsibility for and no liability whatsoever with respect to the implementation of this Agreement and the Plan of Allocation, including, without limitation, the distribution of the Settlement Amount.

Headings, etc.

17.4 In this Agreement:

- a. the division of this Agreement into sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement;
- b. the terms “the Agreement”, “this Agreement”, “herein”, “hereto” and similar expressions refer to this Agreement and not to any particular section or other portion of the Agreement;
- c. all amounts referred to are in lawful money of Canada as described by the *Currency Act* R.S.C., 1985, c. C-52; and
- d. “person” means any legal entity including, but not limited to, individuals, corporations, sole proprietorships, general or limited partnerships, limited liability partnerships or limited liability companies, by whatever name in the jurisdiction in which the person is domiciled.

17.5 In the computation of time in this Agreement, except where a contrary intention appears:

- a. where there is a reference to a number of days between two events, they shall be counted by excluding the day on which the first event happens and including the day on which the second event happens, including all calendar days; and
- b. only in the case where the time for doing an act expires on a holiday, the act may be done on the next day that is not a holiday.

Governing Law

17.6 This Agreement shall be governed by and construed and interpreted in accordance with the laws of the Province of Ontario.

17.7 The Parties agree that the Court shall retain exclusive and continuing jurisdiction over this Proceeding, the Parties and Class Members to interpret and enforce the terms, conditions and obligations under this Agreement and the Approval Order.

Severability

17.8 Any provision hereof that is held to be inoperative, unenforceable or invalid in any jurisdiction shall, upon the agreement of all of the Parties, be severable from the remaining provisions which shall continue to be valid and enforceable to the fullest extent permitted by law.

Entire Agreement

17.9 This Agreement constitutes the entire agreement among the Parties and supersedes all prior and contemporaneous understandings, undertakings, negotiations, representations, promises, agreements, agreements in principle and memoranda of understanding in connection herewith. None of the Parties will be bound by any prior obligations, conditions or representations with respect to the subject matter of this Agreement, unless expressly incorporated herein. This Agreement may not be modified or amended except in writing and on consent of all Parties and any such modification or amendment must be approved by the Court.

Binding Effect

17.10 If the Settlement is approved by the Court and becomes final as contemplated in Section 12, this Agreement shall be binding upon, and inure to the benefit of, the Plaintiffs, the Class Members, the Defendants, Class Counsel, the Releasees and the Releasors, the insurer, or, any of them, and all of their respective heirs, executors, predecessors, successors and assigns. Without limiting the generality of the foregoing, each and every covenant and agreement made herein by the Plaintiffs and the Defendants shall be binding upon all Releasors and Releasees, as applicable.

Survival

17.11 The representations and warranties contained in this Agreement shall survive its execution and implementation.

Negotiated Agreement

17.12 This Agreement and the underlying settlement have been the subject of arm's length negotiations and many discussions among the undersigned and counsel including a successful mediation. The Plaintiffs and the Defendants have been represented and advised by competent counsel. The Parties agree that any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafters of this Agreement shall have no force and effect. The Parties further agree that the language contained in or not contained in previous drafts of the Agreement, or any agreement in principle, shall have no bearing upon the proper interpretation of this Agreement.

Recitals

17.13 The recitals to this Agreement are true, constitute material and integral parts hereof and are fully incorporated into, and form part of, this Agreement.

Acknowledgements

17.14 Each Party hereby affirms and acknowledges that:

- a. its signatory has the authority to bind the Party for which it is signing with respect to the matters set forth herein and has reviewed this Agreement;
- b. the terms of this Agreement and the effects thereof have been fully explained to it by his or its counsel; and
- c. he, she or its representative fully understands each term of this Agreement and its effect.

Counterparts

17.15 This Agreement may be executed in counterparts, all of which taken together will be deemed to constitute one and the same agreement, and a signature delivered by email or facsimile shall be deemed an original signature for purposes of executing this Agreement.

Confidentiality and Communications

17.16 In any public discussion of, comment on, press release or other communication of any kind (with the media or otherwise) about this Agreement, the Plaintiffs and Class Counsel agree and undertake to describe the Settlement and the terms of this Agreement as fair, reasonable and in the

best interests of the Class.

17.17 Nothing in this Section shall prevent the Parties or their counsel, or any of them, from reporting to their clients, from complying with any order of the Court, or from making any disclosure or comment required by this Agreement, or from making any necessary disclosure or comment for the purposes of any applicable securities or tax legislation or from making any disclosure or comment to Class Members or the Court or for the purposes of any proceedings as between the Defendants.

17.18 Without limiting the generality of the foregoing, other than in materials filed in Court for purposes of effecting the Settlement, the Parties specifically agree that the Parties will not make any public statements, comment or any communication of any kind about any negotiations or information exchanged as part of the settlement process, unless required to do so by law. In addition, to the extent that there is public discussion of, comment on or communication of any kind about this Agreement, the Parties and their counsel agree and undertake to make no statement or comment that the Agreement is other than fair, reasonable and in the best interests of the Class, unless required to do so by law.

No French Translation

17.19 The Parties acknowledge that they have required and consented that the 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.

Notice

17.20 Any notice, instruction, motion for Court approval or motion for directions or Court orders sought in connection with this Agreement or any other report or document to be given by any party to any other party shall be in writing and delivered personally, by facsimile or e-mail during normal business hours, or sent by registered or certified mail, or courier postage paid:

For the Plaintiffs, Manuel Kauf and Web Objective, Inc.:

Andrew Morganti
Morganti & Co., P.C.
21 St. Clair Ave. East, Suite 1102
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amorganti@morgantico.com

For the Defendants, Colt Resources, Inc., Joe Kin Foon Tai, and Paul Yeou:

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For the Defendant, Nikolas Perrault:

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For the Defendant, Shahab Jaffrey:

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(416) 351-2781
sbieber@agblp.com

Date of Execution:

17.21 The Parties have executed the Agreement as of the date on the cover page.

Andrew Morganti, on behalf of the Plaintiffs, Manuel Kauf and Web Objective, Inc.



Scott Kugler, on behalf of the Defendants, Colt Resources Inc., Joe Kin Foon Tai and Paul Yeou

For the Defendants, Colt Resources, Inc., Joe Kin Foon Tai, and Paul Yeou:

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For the Defendant, Shahab Jaffrey:

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sbieber@agblp.com

Date of Execution:

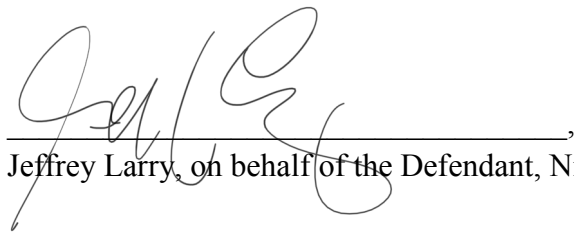
17.21 The Parties have executed the Agreement as of the date on the cover page.



Andrew Morganti, on behalf of the Plaintiffs, Manuel Kauf and Web Objective, Inc.



Scott Kugler, on behalf of the Defendants, Colt Resources Inc., Joe Kin Foon Tai and Paul Yeou


_____,
Jeffrey Larry, on behalf of the Defendant, Nikolas Perrault

_____,
Simon Bieber, on behalf of the Defendant, Shahab Jaffrey