

**ONTARIO
SUPERIOR COURT OF JUSTICE**

THE HONOURABLE) THURSDAY THE 5TH DAY
)
JUSTICE STRATHY) OF AUGUST, 2010

B E T W E E N

DAVID AINSLIE and MURIEL MARENTETTE

Plaintiffs

and

AFEXA LIFE SCIENCES INC., GRANT THORNTON LLP,
JACQUELINE J. SHAN, GORDON G. TALLMAN
and HARRY BUDDLE

Defendants

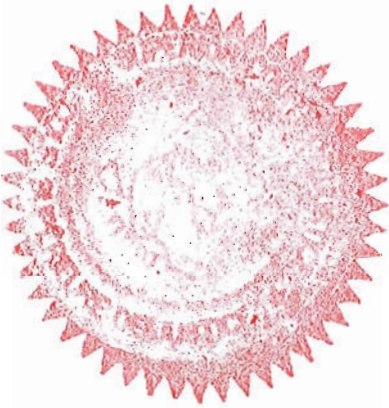
Proceeding under the *Class Proceedings Act, 1992*

ORDER

THESE MOTIONS, made by:

- (a) the plaintiffs for certification of the action as a class proceeding and for judgment pursuant to subsection 29(2) of the *Class Proceedings Act, 1992*, S.O. 1992, c. 6 in accordance with the terms of the Settlement Agreement; and
- (b) Class Counsel for the approval of the agreement respecting fees and disbursements between Sutts, Strosberg LLP and the plaintiffs pursuant to subsection 32(2) of the *Class Proceedings Act, 1992*, S.O. 1992, c. 6;

were heard on June 28, 2010 at Toronto, Ontario.



ON READING the following:

- (c) the notice of motion;
- (d) the Settlement Agreement;
- (e) the affidavits of:
 - (i) David Ainslie sworn February 12, 2008;
 - (ii) Muriel Marentette sworn February 14, 2008;
 - (iii) David Ainslie sworn on June 15, 2010;
 - (iv) Muriel Marentette sworn on June 15, 2010;
 - (v) Michael Robb sworn on June 16, 2010;
 - (vi) Shane Sartori sworn May 12, 2010;
 - (vii) Nicholas Baker sworn May 28, 2010;
 - (viii) Roanne Goldsman sworn June 2, 2010; and
 - (ix) Sarkis Issac sworn June 23, 2010.

AND ON HEARING the submissions of counsel for the parties in the action,

AND ON BEING ADVISED that:

- (a) the Alberta Action has been dismissed;
- (b) David Ainslie and Muriel Marentette consent to this judgment;
- (c) the Defendants consent to this judgment;
- (d) Marsh Risk Consulting Canada consents to being appointed Administrator;
- (e) Reva E. Devins consents to being appointed Referee; and

- (f) there have been no written objections to the proposed Settlement received by Howie & Partners LLP.

AND without any admission of liability on the part of any of the Defendants, all Defendants having denied liability.

1. THIS COURT ORDERS AND DECLARES that for the purposes of this order, the definitions in the Settlement Agreement apply to and are incorporated into this order provided however that the following definitions apply for the purpose of this order:

- (a) “Claims Bar Deadline” means at 5:00 p.m. eastern time on the date that falls ninety (90) days after the publication of the Second Short Form Notice;
- (b) “Class Counsel” means Sutts, Strosberg LLP and Siskinds LLP;
- (c) “Court” means the Ontario Superior Court of Justice;
- (d) “Escrow Account” means the interest bearing trust account with one of the Canadian Schedule 1 banks in Ontario initially under the control of Sutts, Strosberg LLP and then transferred to the control of the Administrator;
- (e) “Marsh” means Marsh Risk Consulting Canada;
- (f) “Opt-Out Deadline” means at 5:00 p.m. eastern time on the date that falls sixty (60) days after the publication of the Second Short Form Notice; and
- (g) “Settlement Agreement” means the settlement agreement signed by the Parties and dated April 28, 2010.

2. THIS COURT ORDERS that:
 - (a) this action be and is hereby certified as a class proceeding;
 - (b) the class is defined as:

all persons, other than Excluded Persons, who acquired securities of CV on the TSX during the Class Period and who held some or all of those securities on March 26, 2007;
 - (c) the common issue is:

Did the Defendants, or any of them, misrepresent the results of CV's revenue for fiscal 2006 and the first quarter of 2007;
 - (d) David Ainslie and Muriel Marentette are hereby appointed as the representative plaintiffs of the Class; and
 - (e) the cause of action pleaded is negligent misrepresentation.

3. THIS COURT ORDERS AND ADJUDGES that the proposed settlement of this action is fair and reasonable and in the best interests of the Class Members and is hereby approved.

4. THIS COURT ORDERS that the Settlement Agreement, without schedules, attached as schedule 1 to this order, is incorporated into this order and is hereby approved and shall be implemented in accordance with its terms.

5. THIS COURT ORDERS that the Second Short Form Notice, generally in the form attached as schedule 2 to this order, be and is hereby approved.

6. THIS COURT ORDERS that the Second Long Form Notice, generally in the form attached as schedule 3 to this order, be and is hereby approved.
7. THIS COURT ORDERS that the Plan of Notice, generally in the form attached as schedule 4 to this order, be and is hereby approved.
8. THIS COURT ORDERS that the Plan of Allocation, generally in the form attached as schedule 6 to this order, be and is hereby approved.
9. THIS COURT ORDERS that Marsh is hereby appointed, until further order of the Court:
 - (a) as the Administrator on the terms and conditions and with the powers, duties and responsibilities set out in the Settlement Agreement and Plan of Allocation; and
 - (b) to maintain the Escrow Account and to hold, invest and disburse the Escrow Settlement Amount in accordance with the terms of the Settlement Agreement, the Plan of Allocation and this order.
10. THIS COURT ORDERS that if the Defendants do not elect to terminate the Settlement Agreement in accordance with this order, Marsh shall be paid from the Escrow Account an all inclusive fee of \$129,950, sixty (60) days after the Opt-Out Deadline.

11. THIS COURT ORDERS that, if the Defendants terminate the Settlement Agreement in accordance with this order, Marsh may apply to the Court pursuant to section 4.1(1) (f) of the Settlement Agreement for directions relating to the amount it is to be paid for the services it rendered to the date of termination.
12. THIS COURT ORDERS that Reva E. Devins be and is hereby appointed as Referee, until further order of the Court, on the terms and conditions and with the powers, duties and responsibilities set out in the Settlement Agreement and Plan of Allocation.
13. THIS COURT ORDERS that the Class Members shall be given notice of the certification of this action as a class proceeding, the approval of the Settlement Agreement, the Plan of Allocation, the Opt-Out Deadline and the Claims Bar Deadline substantially in the form of the Second Short Form Notice and the Second Long Form Notice, disseminated in accordance with the Plan of Notice.
14. THIS COURT ORDERS AND DECLARES that the notice to the Class Members provided for in this order satisfies the requirements of section 17(6) of the *CPA*.
15. THIS COURT ORDERS that after publication and distribution of the Second Short Form Notice and the Second Long Form Notice as directed by the Plan of Notice, Sutts, Strosberg LLP and Siskinds LLP shall file with the Court an

affidavit confirming the publication and distribution of the notices in accordance with the Plan of Notice.

16. THIS COURT ORDERS that the Opt Out Form, generally in the form attached as schedule 5 to this order, be and is hereby approved.
17. THIS COURT ORDERS that:
 - (a) each Class Member who wishes to opt-out must submit, by mail, email or courier, a properly completed Opt Out Form and all required supporting documents to the Administrator by the Opt Out Deadline;
 - (b) if a Class Member fails to submit a properly completed Opt-Out Form and/or all required supporting documents to the Administrator by the Opt Out Deadline, the Class Member shall be deemed not to have opted out of the action; and
 - (c) the Opt Out Deadline shall not be extended unless ordered by the Court.
18. THIS COURT ORDERS AND DECLARES that this order is binding upon each Class Member who does not opt out of the action in accordance with the terms of this order, including those persons who are minors or are mentally incapable, and the requirements of Rules 7.04(1) and 7.08(4) of the *Rules of Civil Procedure* are dispensed with. For greater certainty, each Class Member who does not opt out in accordance with the terms of this order is bound by the order, whether or not such person submits a claim to the Administrator in accordance with the terms of this order, whether or not such person is determined to be eligible to receive a

distribution, and whether the claim is accepted by the Administrator in whole or in part.

19. THIS COURT ORDERS that, within thirty (30) days after the Opt-Out Deadline, the Administrator shall report to the Court, the Defendants and Class Counsel the names of those Class Members, if any, who have opted out of the action, the number of Eligible Shares held by each Class Member who opted out, and a summary of the information delivered by each Class Member who opted out.
20. THIS COURT ORDERS that, if the Opt Out Threshold is exceeded, the Defendants may elect to terminate the Settlement Agreement and Plan of Allocation and set aside this order, provided that written notice of the election to terminate is provided to the plaintiffs within fifteen (15) days after they receive the report required by paragraph 17 of this order.
21. THIS COURT ORDERS AND DECLARES that each Releasor has released and shall be conclusively deemed to have fully, finally and forever released the Releasees from any and all manner of claims, demands, actions, suits, causes of action, whether class, individual or otherwise in nature, whether personal or subrogated, damages whenever incurred, and liabilities of any nature whatsoever, including interest, costs, expenses, Administration Expenses, penalties, Class Counsel Fees and lawyers' fees, known or unknown, suspected or unsuspected, in law, under statute or in equity, that the Releasors, or any of them, whether directly, indirectly, derivatively, or in any other capacity, ever had, now have, or

hereafter can, shall, or may have as against the Releasees, relating in any way to the purchase, sale, pricing, marketing or distributing of Shares, or relating to any conduct alleged (or which could have been alleged) in the action, including, without limitation, any such claims which have been asserted, would have been asserted or could have been asserted, whether in Canada or elsewhere, as a result of the purchase of Shares.

22. THIS COURT ORDERS that the Releasers and Class Counsel shall not now or hereafter institute, continue, maintain or assert, either directly or indirectly, whether in Canada 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 Releasee or any other person who may claim contribution or indemnity from any Releasee in respect of any Released Claim or any matter related thereto.
23. THIS COURT ORDERS that the Claim Form, generally in accordance with the form attached as schedule 7 to this order, is hereby approved provided however that, in addition, the Administrator may implement a procedure permitting brokers to make claims on behalf of their clients if they are authorized to do so.
24. THIS COURT ORDERS that to participate in this Settlement, a Class Member must file a Claim Form with the Administrator on or before the Claims Bar Deadline unless the Court orders otherwise.

25. THIS COURT ORDERS that the plaintiffs, Class Counsel, the Referee or the Administrator may apply to the Court for directions in respect of the implementation and/or the administration of the Plan of Allocation or relating to any other matter.
26. THIS COURT ORDERS that any one of the plaintiffs or the Defendants may apply to the Court for directions in respect of the termination of the Settlement Agreement in accordance with its terms or any matter relating thereto.
27. THIS COURT ORDERS that no person may bring any action or take any proceedings against the Defendants, Administrator, the Referee, or their employees, agents, partners, associates, representatives, successors or assigns for any matter in any way relating to the administration of the Plan of Allocation or the implementation of this order except with leave of the Court.
28. THIS COURT ORDERS that:
- (a) the agreements dated June 9 and 11, 2009 among Sutts, Strosberg LLP and the plaintiffs are approved;
 - (b) Class Counsel's disbursements and taxes are fixed at \$106,380.86 and shall be paid from the Escrow Account forthwith after the Settlement becomes final;
 - (c) Class Counsel shall be paid two-thirds of their total fee request of \$1,378,749.48, inclusive of GST, namely the sum of \$919,166.33, from the Escrow Account forthwith after the Settlement becomes final; and

(d) contemporaneously with the motion to approve distribution to the Class Members, Class Counsel may apply to the Court for payment of the remaining one-third of their total fee request, inclusive of GST, namely \$459,583.15, at that time, they may also request payment of interest on this amount, at a rate equal to the rate that accrued on the balance in the Escrow Account.

29. THIS COURT ORDERS that the action, except as provided in this order, is dismissed against the Defendants without costs and with prejudice.



JUSTICE

823395-v3

ENTERED AT / INSCRIT À TORONTO
ON / BOOK NO:
LE / DANS LE REGISTRE NO.:

SEP 24 2010

AS DOCUMENT NO.:
À TITRE DE DOCUMENT NO.:

PER / PAR:

A handwritten signature in blue ink, appearing to be a stylized 'h' or similar mark.

SCHEDULE 1
SETTLEMENT AGREEMENT

Made as of the 28th day of April, 2010

Between

**David Ainslie
Muriel Marentette
John Driedger**

and

**Afexa Life Sciences Inc.
Grant Thornton LLP
Jacqueline J. Shan
Gordon G. Tallman
Harry Buddle**

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SETTLEMENT AGREEMENT

Subject to the approval of the Courts as provided herein, the Parties hereby stipulate and agree that, in consideration of the promises and covenants set forth in the Agreement and upon the Approval Order approving the Settlement and directing the implementation of the terms and conditions of the Settlement as set forth in the Agreement becoming final, the Actions will be settled and compromised on the terms and conditions contained herein.

SECTION 1 – RECITALS

1.1 WHEREAS:

- A. David Ainslie and Muriel Marentette commenced the Ontario Action against the Defendants alleging, among other things, that the Defendants represented that the financial statements of CV were prepared and reported in accordance with GAAP and fairly represented in all material respects CV's financial results which representations were misleading and/or false.
- B. John Driedger commenced the Alberta Action against the Defendants asserting similar allegations.
- C. The Parties intend to ask the Alberta Court to dismiss the Alberta Action on a with prejudice basis without costs prior to the hearing of the First Motion in Ontario.
- D. The Defendants have denied and continue to deny the Plaintiffs' claims in the Actions and have denied any wrong-doing or liability to the Plaintiffs of any kind, and have raised numerous affirmative defences and would raise numerous other defences had the Actions not been settled.
- E. Based upon extensive analysis of the facts and law applicable to the Plaintiffs' claims, and taking into account the extensive burdens, risks and expense of continued litigation, including any potential appeals, as well as the fair, cost-effective and assured method of resolving the claims of the Class, the Plaintiffs, with the benefit of advice from Class Counsel, concluded that the Agreement is fair and reasonable, and in the best interest of the Class.
- F. The Defendants similarly have concluded that the Agreement is desirable in order to avoid the time, risk and expense, including the executive time and expense, of continuing with the litigation, including any potential appeals, and to resolve finally and completely the pending claims of the Class.

G. The Plaintiffs and Defendants have engaged in lengthy, hard-fought and extensive litigation and negotiations.

H. The Parties intend to and hereby do finally resolve the Actions, subject to the approval of the Courts, without any admission of liability.

I. The plaintiffs in the Ontario Action assert that they are suitable representatives for the Class and will seek to be appointed as the representative plaintiffs.

NOW, THEREFORE, FOR VALUE RECEIVED, the Parties stipulate and agree, subject to the approval of the Courts, that any and all claims made or that could have been made in the Actions shall be finally settled and resolved on the terms and conditions set forth in the Agreement.

SECTION 2 – DEFINITIONS

2.1 Definitions

In this Settlement Agreement, including the recitals and schedules hereto:

- (1) **Actions** means the Ontario Action and the Alberta Action.
- (2) **Administration Expenses** means all fees, disbursements, expenses, costs, taxes and any other amounts incurred or payable relating to approval, implementation and administration of the Settlement including the costs of publishing and delivering notices, the fees, disbursements and taxes paid to the Administrator, Referee, Computershare Limited, Broadridge Financial Solutions Inc. and any other expenses approved by the Ontario Court which shall all be paid from the Settlement Amount. For greater certainty, Administration Expenses include the Non-Refundable Expenses for the purposes of the Agreement but do not include Class Counsel Fees.
- (3) **Administrator** means the third-party firm selected at arm's length by Class Counsel and appointed by the Ontario Court to administer the Agreement, and any employees of such firm.
- (4) **Agreement** means this agreement, including the recitals and schedules hereto.
- (5) **Alberta Action** means the action titled *John Driedger v. CV Technologies Inc., Grant Thornton LLP, Jacqueline J. Shan, Gordon G. Tallman and Harry Buddle* commenced in the Alberta Court under Court File No. 070107508 A.D. 2007.
- (6) **Alberta Court** means the Court of Queens Bench of Alberta Judicial District of Calgary.
- (7) **Alberta Motion** means a motion by John Driedger to the Alberta Court for an order dismissing the Alberta Action with prejudice and without costs.

- (8) **Approval Hearing** means the hearing of the Second Motion by the Ontario Court.
- (9) **Approval Order** means the order made by the Ontario Court in connection with the motion for approval of the Settlement, such order to be substantially in the form of the order at Schedule "A".
- (10) **Authorized Claimant** means any Class Member who has submitted a completed Claim Form which, pursuant to the terms of the Agreement, has been approved for compensation by the Administrator.
- (11) **Claim Form** means the form which will be approved by the Ontario Court and, which, when completed and submitted in a timely manner to the Administrator, enables a Class Member to apply for compensation pursuant to the Settlement.
- (12) **Claims Bar Deadline** means the date by which each Class Member must file a Claim Form and all required supporting documentation with the Administrator which date shall be ninety days (90) days after the date on which the Second Notice is published.
- (13) **Class or Class Members** means all persons, other than Excluded Persons, who acquired securities of CV on the TSX during the Class Period and who held some or all of those securities on March 26, 2007.
- (14) **Class Counsel** means Sutts, Strosberg LLP, Siskinds LLP and Docken & Company.
- (15) **Class Counsel Fees** means the fees, disbursements, costs, GST and other applicable taxes (including any future provincial or harmonized sales tax) or charges of Class Counsel and a *pro rata* share of all interest earned on the Settlement Amount to the date of payment, as approved by the Ontario Court.
- (16) **Class Period** means the period from December 11, 2006 to and including March 23, 2007.
- (17) **Collateral Agreement** means the agreement which sets the Opt-Out Threshold, generally in the form of the agreement at Schedule "B", as executed by the Parties, the terms of which shall be kept confidential unless the Ontario Court requires disclosure of its terms.
- (18) **Contributing Parties** means the Defendants and the Insurers.
- (19) **Courts** means the Ontario Court and the Alberta Court.
- (20) **CPA** means the *Class Proceedings Act, 1992*, S.O. 1992, c. 6, as amended.
- (21) **CV** means Afexa Life Sciences Inc., formerly known as CV Technologies Inc..
- (22) **Defendants** means the defendants in the Actions.
- (23) **Effective Date** means the date on which the Defendants right to terminate the Settlement has expired and the Approval Order becomes a final order or thirty (30) days after the date of the

Approval Order if an appeal is taken from the Approval Order relating only to Class Counsel Fees, whichever is later.

(24) **Eligible Shares** means the Shares purchased during the Class Period and held by each Opt-Out Party as of March 26, 2007.

(25) **Escrow Account** means the interest bearing trust account with one of the Canadian Schedule 1 banks in Ontario initially under the control of Sutts, Strosberg LLP and then transferred to the control of the Administrator.

(26) **Escrow Settlement Amount** means the Settlement Amount plus (i) any interest accruing thereon, whether on account of late payment into the Escrow Account as provided in section 5.1(2), or as a result of investment thereof after payment of all Non-Refundable Expenses.

(27) **Excluded Persons** means the Defendants and CV's past or present subsidiaries, officers, directors, affiliates, legal representatives, heirs, predecessors, successors and assigns, and any member of the Individual Defendants' families and any entity in which any of them has or had an interest.

(28) **First Motion** means a motion brought by Muriel Marentette and David Ainslie before the Ontario Court for an order:

- (i) setting the date for the hearing of the Second Motion in the Ontario Court;
- (ii) approving the form of and authorizing the manner of publication and dissemination of the First Notice;
- (iii) appointing Sutts, Strosberg LLP to manage the Escrow Account; and
- (iv) appointing Howie & Partners to receive and report to the Ontario Court on Class Members' objections to the Settlement, if any.

which shall generally be in accordance with the order at Schedule "C".

(29) **First Notice** means notice to the Class of the Second Motion in a form to be approved by the Ontario Court which shall generally be in accordance with the notice at Schedule "D".

(30) **GAAP** means Canadian generally accepted accounting principles;

(31) **GT** means Grant Thornton LLP.

(32) **Individual Defendants** means Jacqueline J. Shan, Gordon G. Tallman and Harry Buddle.

(33) **Insurers** means Chubb Insurance Company of Canada.

(34) **Newspapers** means the following newspaper publications in Canada: Globe and Mail (National Edition), National Post (National Edition), La Presse, Calgary Herald and the Edmonton Journal.

(35) **Non-Refundable Expenses** means certain Administration Expenses stipulated in section 4.1(1) of the Agreement to be paid from the Settlement Amount.

(36) **Ontario Action** means the action *Ainslie v. CV Technologies Inc. et al.* brought in the Ontario Court under Court File No. 07-CV-336986PDI (Toronto).

(37) **Ontario Court** means the Ontario Superior Court of Justice.

(38) **Opt-Out Deadline** means the date sixty (60) days after the date on which the Second Notice is published in the Newspapers.

(39) **Opt-Out Form** means the document in a form to be approved by the Ontario Court which shall generally be in accordance with the document at Schedule "E", that if completed and submitted by a Class Member to the Administrator before the expiry of the Opt-Out Deadline, excludes that Class Member from the Class and participation in the Settlement.

(40) **Opt-Out Party** means any person who would otherwise be a Class Member who opts out of the Class.

(41) **Opt-Out Threshold** means the total number of Eligible Shares particularized in the Collateral Agreement.

(42) **Parties** means the Plaintiffs and the Defendants in the Actions.

(43) **Plaintiffs** means the plaintiffs in the Actions.

(44) **Plan of Allocation** means the distribution plan which shall generally be in accordance with the plan at Schedule "F" stipulating the proposed implementation and administration of the Settlement as approved by the Ontario Court.

(45) **Plan of Notice** means the plan for disseminating the First Notice and the Second Notice to the Class generally in accordance with the plan attached as Schedule "G" as approved by the Ontario Court.

(46) **Referee** means Reva E. Devins or such other person or persons appointed by the Ontario Court to serve in that capacity.

(47) **Released Claims** (or **Released Claim** in the singular) means any and all manner of claims, demands, actions, suits, causes of action, whether class, individual or otherwise in nature, whether personal or subrogated, damages whenever incurred, and liabilities of any nature whatsoever, including interest, costs, expenses, Administration Expenses, penalties, Class Counsel Fees and lawyers' fees, known or unknown, suspected or unsuspected, in law, under statute or in equity, that Releasers, or any of them, whether directly, indirectly, derivatively, or in any other capacity, ever had, now have, or hereafter can, shall, or may have as against the

Releasees, relating in any way to the purchase, sale, pricing, marketing or distributing of Shares during the Class Period, or to any representations made by the Releasees during the Class Period to anyone concerning CV, its operations or the Shares, or relating to any conduct alleged (or which could have been alleged) in the Actions, including, without limitation, any such claims which have been asserted, would have been asserted or could have been asserted as a result of the purchase of Shares in the Class Period.

(48) **Releasees** means the Defendants, their Insurers and their respective past and present affiliates, subsidiaries, directors, officers, partners, employees, trustees, servants, consultants, underwriters, advisors, lawyers, representatives, successors, assigns and their heirs, executors, administrators, successors and assigns.

(49) **Releasers** means, jointly and severally, the Plaintiffs, the Class Members (excluding Opt-Out Parties), including any person having a legal and/or beneficial interest in the Shares purchased or acquired by these Class Members, and their respective past and present directors, officers, employees, agents, trustees, servants, consultants, underwriters, advisors, representatives, heirs, executors, attorneys, administrators, guardians, estate trustees, successors and assigns, as the case may be.

(50) **Second Motion** means a motion brought by the Plaintiffs in the Ontario Court for the Approval Order:

- (i) certifying the Ontario Action as a national class proceeding;
- (ii) approving the Settlement and the Opt-Out Threshold;
- (iii) appointing the Administrator and the Referee; and
- (iv) approving Class Counsel Fees as contemplated by section 17.1

(51) **Second Short Form Notice** means notice to the Class of the Approval Order, in a form to be approved by the Ontario Court which shall generally be in accordance with the notice at Schedule "H".

(52) **Second Long Form Notice** means notice to the Class of the Approval Order, in a form to be approved by the Ontario Court which shall generally be in accordance with the notice at Schedule "I".

(53) **Settlement** means the settlement provided for in the Agreement.

(54) **Settlement Amount** means \$7,100,000, inclusive of the Administration Expenses, Class Counsel Fees, and any other costs or expenses related to the Actions or the Settlement and

including, without limitation, the costs, fees and expenses related to the Alberta Motion and/or the dismissal of the Alberta Action.

(55) *Shares* means securities of CV.

(56) *TSX* means the Toronto Stock Exchange.

SECTION 3 – THE CONDITION PRECEDENT MOTIONS

(1) The Plaintiffs will, as soon as reasonably possible following the execution of the Agreement, first bring the Alberta Motion before the Alberta Court to obtain an order dismissing the Alberta Action on a with prejudice and without costs basis. The dismissal of the Alberta Action shall not preclude John Driedger from participating in the Settlement. Class Counsel will hold the issued order dismissing the Alberta Action in escrow until the Effective Date is reached. On or immediately after the Effective Date, Class Counsel will enter the order dismissing the Alberta Action.

(2) The Plaintiffs will, as soon as is reasonably possible, following the execution of the Agreement and the issuance of the order dismissing the Alberta Action, bring the First Motion before the Ontario Court. The Defendants shall consent to the orders sought by the Alberta Motion and the First Motion.

(3) Following the issuance of the order dismissing the Alberta Action and a determination of the First Motion, the First Notice will be published in accordance with the directions of the Ontario Court and section 10.1 of the Agreement.

(4) The Plaintiffs will thereafter bring the Second Motion before the Ontario Court in accordance with its directions and the Defendants will consent to the Approval Order sought in the Second Motion, unless prior to any hearing of the Second Motion the Agreement is terminated pursuant to its terms.

(5) Except as hereinafter provided, the Agreement shall be immediately terminated if the Ontario Court does not approve it as a result of the Second Motion.

(6) Following the hearing and determination of the Second Motion, the Second Short Form Notice and the Second Long Form Notice will be published in accordance with the directions of the Ontario Court and section 10.2.

SECTION 4 – NON-REFUNDABLE EXPENSES

4.1 Payments

(1) Expenses reasonably incurred for the following purposes, as approved by the Ontario Court, shall be the Non-Refundable Expenses, and shall be payable from the Settlement Amount, as and when incurred:

- (a) the costs incurred in connection with establishing and operating the Escrow Account;
- (b) the costs incurred in publishing the First Notice;
- (c) the costs of Howie & Partners in connection with receiving objections and reporting to the Ontario Court and the costs of the proposed Administrator for performing all other required services until the Ontario Court approves or declines to approve the Settlement Agreement, to a combined maximum of \$10,000 for fees, disbursements and taxes;
- (d) the cost incurred in publishing and distributing the Second Short Form Notice and the Second Long Form Notice;
- (e) if necessary, the costs incurred in publishing notice to the Class that the Agreement has been terminated by the Defendants pursuant to section 12.1; and
- (f) if the Ontario Court appoints the Administrator and thereafter the Settlement Agreement is terminated by the Defendants pursuant to section 12.2(1), the costs reasonably incurred by the Administrator for performing the services required to prepare to implement the Settlement, to a maximum of \$25,000, as approved by the Ontario Court.

(2) Sutts, Strosberg LLP shall account to the Ontario Court and the Parties for all payments it makes from the Escrow Account. In the event that the Agreement is terminated, this accounting shall be delivered no later than ten (10) days after such termination.

4.2 Disputes Concerning Non-Refundable Expenses

Any dispute concerning the entitlement to or quantum of Non-Refundable Expenses shall be dealt with by a motion to the Ontario Court on notice to the Parties.

SECTION 5 – THE SETTLEMENT AMOUNT

5.1 Payment of Escrow Settlement Amount

- (1) On or before four (4) days before the date of the Approval Hearing, GT will pay into the Escrow Account the amount of \$500,000 and the balance of the Settlement Amount shall be paid into the Escrow Account by the Defendants, other than GT, and/or the Insurers.
- (2) The Contributing Parties shall pay interest at the rate of 5% per year on any portion of the funds, for which they are responsible, not deposited by the date set forth in section 5.1(1) until the funds are deposited.

5.2 Interim Investment of Escrow Account

Sutts, Strosberg LLP, and then the Administrator after the Settlement becomes final, shall hold the Escrow Settlement Amount in the Escrow Account and shall invest the Escrow 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 and shall not pay out any amount from the Escrow Account, except in accordance with the terms of the Agreement, and only pursuant to an order of the Ontario Court, following a motion made on notice to the Parties.

5.3 Taxes on Interest

- (1) Except as provided in section 5.3(2), all taxes payable on any interest which accrues in relation to the Settlement Amount, shall be the Class' responsibility and shall be paid by Sutts, Strosberg LLP or the Administrator, as appropriate, from the Escrow Settlement Amount, or by the Class as the Administrator considers appropriate.
- (2) If the Administrator or Sutts, Strosberg LLP 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 to be allocated by agreement among themselves.

SECTION 6 – NO REVERSION

Unless the Agreement is terminated as provided herein, the Contributing Parties shall not, under any circumstances, be entitled to the repayment of any portion of the Settlement Amount and then only to the extent of and in accordance with the terms provided herein.

SECTION 7 - DISTRIBUTION OF THE SETTLEMENT AMOUNT

If and when the Settlement becomes final as contemplated by section 13 and the time for the Defendants to elect to terminate pursuant to the provisions of 12.2(1) has expired or the Defendants have waived their right to terminate, the Administrator shall distribute the remainder of the Settlement Amount in accordance with the following priorities:

- (a) to pay Class Counsel Fees;
- (b) to pay all of the costs and expenses reasonably and actually incurred, except those of the Defendants, in connection with the provision of notices, locating Class Members for the sole purpose of providing notice to them, soliciting Class Members to submit a Claim Form, including the notice expenses reasonably and actually incurred by Broadridge Financial Solutions Inc. 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 the Administrator and the Referee, relating to determining eligibility, the filing of Claim Forms and Opt-Out Forms, processing Claim Forms and Opt-Out Forms, resolving disputes arising from the processing of Claim Forms and Opt-Out 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

8.1 No Admission of Liability

Neither the Agreement nor anything contained herein, shall be 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 the Actions. Neither the 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 or written document or financial report.

8.2 Agreement Not Evidence

- (1) Neither the Agreement, nor anything contained herein, nor any of the negotiations or proceedings connected with it, nor any related document, nor any other action taken to carry out the Agreement shall be referred to, offered as evidence or received in evidence in any pending or future civil, criminal, quasi-criminal or administrative action or proceeding.
- (2) Notwithstanding section 8.1(1), the Agreement may be referred to or offered as evidence in a proceeding to approve or enforce the Agreement, or to defend against the assertion of Released Claims, or as otherwise required by law.

8.3 Best Efforts

The Parties shall use their best efforts to implement the terms of the Agreement. The Parties agree to hold in abeyance all steps in the Actions, including all discovery, other than proceedings provided for in the Agreement, with the exception of the Alberta Motion, the First Motion, the Second Motion and such other proceedings required to implement the terms of the Agreement, until the date the Settlement becomes final or the termination of the Agreement, whichever occurs last.

SECTION 9 – CERTIFICATION AND SETTLEMENT APPROVAL

9.1 Certification and Settlement Approval

- (1) Subject to the approval of the Ontario Court, and for purposes of the Settlement only, the Defendants will consent to the certification of the Ontario Action for a national class, including Alberta, pursuant to sections 2, 5 and 6 of the *CPA*;
- (2) In support of the Second Motion, CV shall submit an affidavit that discloses to the Ontario Court the gross limits of its insurance coverage potentially applicable to the claims in the Actions.

9.2 Certification Without Prejudice

In the event the Agreement is terminated, as provided herein the Parties agree that the certification of the Ontario Action as a class proceeding was for the sole purpose of effecting the settlement and shall be without prejudice to any position that any of the Parties may later take on any issue in the Ontario Action.

SECTION 10 – NOTICE TO THE CLASS

10.1 First Notice

Sutts, Strosberg LLP shall cause the First Notice to be published in accordance with the directions of the Ontario Court and the costs of so doing shall be paid as a Non-Refundable Expense as provided in section 4.1(1)(b).

10.2 Second Notice

Sutts, Strosberg LLP shall cause the Second Short Form Notice and the Second Long Form Notice to be published in accordance with the Plan of Notice as approved by the Ontario Court and the costs of so doing shall be paid as a Non-Refundable Expense as provided in section 4.1(1)(d).

10.3 Notice of Termination

If the Agreement is terminated after the Second Notice has been published and disseminated, a notice of the termination will be given to the Class. Sutts, Strosberg LLP will cause the notice of termination, in a form approved by the Ontario Court, to be published and disseminated as the Ontario Court directs and the costs of so doing shall be paid as a Non-Refundable Expense as provided in section 4.1(1)(e).

10.4 Report to the Court

After publication and dissemination of each of the notices required by this section, Sutts, Strosberg LLP shall file with the Ontario Court an affidavit confirming publication and dissemination.

SECTION 11 – OPTING OUT

11.1 Awareness of any Potential Opt-Outs

- (1) The Defendants represent and warrant that:
 - (a) they are unaware of any Class Member who has expressed an intention to opt out of the Settlement; and
 - (b) they will not encourage or solicit any Class Member to opt out of the Settlement.
- (2) Class Counsel represent and warrant that:
 - (a) they are unaware of any Class Member who has expressed an intention to opt out of the Settlement; and
 - (b) they will not encourage or solicit any Class Member to opt out of the Settlement.

11.2 Opt-Out Procedure

- (1) Each Class Member who wishes to opt out must submit a properly completed Opt-Out Form along with all required supporting documents to the Administrator on or before the Opt-Out Deadline.
- (2) In order to remedy any deficiency in the completion of the Opt-Out Form, the Administrator may require and request that additional information be submitted by a Class Member who submits an Opt-Out Form, and that such Class Members shall have until ten (10) days after the Opt-Out Deadline to remedy the deficiency.
- (3) If a Class Member fails to submit a properly completed Opt-Out Form and/or all required supporting documents to the Administrator or fails to remedy any deficiency within ten (10) days after the Opt-Out Deadline, the Class Member shall not have opted out of the Ontario Action, subject to any order of the Ontario Court to the contrary, and will in all other respects be subject to, and bound by, the provisions of the Agreement and the releases contained herein.
- (4) The Opt-Out Deadline will not be extended unless the Ontario Court orders otherwise.
- (5) 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 the Agreement regardless of whether the Class Member files a Claim Form or receives compensation from the Settlement.

11.3 Notification of Number of Opt-Outs

Within thirty (30) days after the Opt-Out Deadline, the Administrator shall report to the Ontario Court and the Parties, 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 the Opt-Out Parties.

SECTION 12 – TERMINATION OF THE AGREEMENT

12.1 General

- (1) The Agreement shall, without notice, be automatically terminated if:
 - (a) the Approval Order is not made by the Ontario Court in a form substantially similar to Schedule “A”; or
 - (b) the Approval Order is reversed on appeal and the reversal becomes final; or
 - (c) the Defendants elect to terminate the Agreement if the Opt-Out Threshold is exceeded.

(2) The failure of the Court to approve in full the request by Class Counsel for Class Counsel fees shall not be grounds to terminate this Agreement.

(3) In the event the Agreement is terminated in accordance with its terms:

- (a) the Plaintiffs and the Defendants will be restored to their respective positions prior to the execution of the Agreement;
- (b) the Plaintiffs and the Defendants will consent to orders setting aside the order issued by the Alberta Court as a result of the Alberta Motion and, any order certifying the Ontario Action as a class proceeding for the purposes of implementing this Agreement;
- (c) the Agreement will have no further force and effect and no effect on the rights of the Plaintiffs or the Defendants;
- (d) all statutes of limitation applicable to the claims asserted in the Actions shall be deemed to have been tolled until the orders contemplated by section 12.3(2)(c) are entered;
- (e) any amounts paid for establishing and operating the Escrow Account, disseminating the First Notice, the Second Short Form Notice, Second Long Form Notice and the Termination Notice, if any and to Howie & Partners and the Administrator pursuant to section 4.1(1) are non-recoverable from the Plaintiffs, the Class Members or Class Counsel;
- (f) the Agreement will not be introduced into evidence or otherwise referred to in any litigation against the Defendants.

(4) Notwithstanding the provisions of section 12.1(3)(c), if the Agreement is terminated, the provisions of this section and sections 2, 4, 5.2, 5.3, 8.1, 8.2, 9.2, 10.3, 12.1(3), 12.1(4), 12.3, 15.2(2) and 18.4 and the recitals and schedules applicable thereto shall survive termination and shall continue in full force and effect.

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

(1) Notwithstanding any other provision in the Agreement, the Defendants in their sole discretion, may elect to terminate the Agreement if the Opt-Out Threshold is exceeded provided their election is made within fifteen (15) days of the Administrator notifying them of the number of Opt-Outs pursuant to section 11.3 after which date their right to terminate the Agreement will have expired.

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

(3) The Opt-Out Threshold shall be stated in the Collateral Agreement signed prior to, or contemporaneously with, the execution of the Agreement. The Collateral Agreement will state the Opt-Out Threshold, shall be kept confidential by the Parties and their counsel, and may be shown to the Ontario Court but shall not be otherwise disclosed, unless disclosure is ordered by the Ontario Court.

12.3 Allocation of Monies in the Escrow Account Following Termination

(1) The Administrator and Sutts, Strosberg LLP shall account to the Ontario Court and the Parties for the amounts maintained in the Escrow Account. If the Agreement is terminated, this accounting shall be delivered no later than ten (10) days after such termination.

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

- (a) declaring the Agreement null and void and of no force or effect except for the provisions of those sections listed in section 12.1(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 Courts in accordance with the terms of this Agreement including any order certifying the Ontario Action as a class proceeding for the purposes of implementing this Agreement and the order dismissing the Alberta Action; and
- (d) authorizing the payment of:
 - (i) all funds received from any of the Contributing Parties and not yet paid into the Escrow Account pursuant to section 4.1; and
 - (ii) all funds in the Escrow Account, including accrued interest, to the Contributing Parties and apportioned *pro rata*, based on their respective contributions, directly or indirectly, to the Escrow Account, as the case may be, minus any amounts paid out of the Escrow Account in accordance with the Agreement.

(3) Subject to section 12.4, the Parties shall consent to the orders sought in any motion made by the Defendants pursuant to section 12.3(2).

12.4 Disputes Relating to Termination

If there is any dispute about the termination of the Agreement, the Ontario Court shall determine any dispute by motion on notice to the Parties.

SECTION 13 – DETERMINATION THAT THE SETTLEMENT IS FINAL

- (1) The Settlement shall be considered final on the Effective Date.
- (2) Within ten (10) days after the Effective Date, Sutts, Strosberg LLP shall transfer the Escrow Account to the Administrator.

SECTION 14 – RELEASES AND JURISDICTION OF THE ONTARIO COURT

14.1 Release of Releasees

As of the Effective Date and after the Settlement Amount has been deposited into the Escrow Account, the Releasers forever and absolutely release the Releasees from the Released Claims.

14.2 No Further Claims

As of the Effective Date and after the Settlement Amount has been deposited into the Escrow Account, the Releasers and Class Counsel shall not now or hereafter institute, continue, maintain or assert, either directly or indirectly, whether in Canada 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 Releasee or any other person who may claim contribution or indemnity from any Releasee in respect of any Released Claim or any matter related thereto.

14.3 Dismissal of the Ontario Action

Except as otherwise provided in the Agreement and the Approval Order, the Ontario Action shall be dismissed without costs and with prejudice.

14.4 No Claims in Interim

As of the date of the Agreement, Class Counsel does not represent plaintiffs in any other proceeding related to any matter at issue in the Actions.

SECTION 15 – ADMINISTRATION

15.1 Appointment of the Administrator

- (1) The Ontario Court will appoint the Administrator to serve until further order of the Ontario Court, 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.
- (2) If the Agreement is terminated, the Administrator's fees, disbursements and taxes will be fixed as set out in section 4.1(1)(f).
- (3) If the approval of the Settlement becomes final as contemplated by section 13 the Ontario Court will fix the Administrator's compensation and payment schedule.

15.2 Appointment of the Referee

- (1) The Ontario Court will appoint the Referee with the powers, duties and responsibilities set out in the Agreement and the Plan.
- (2) The fees, disbursements and taxes of the Referee will be fixed by the Ontario Court and shall not exceed \$25,000. When directed by the Ontario Court, the Administrator will pay the Referee from the Escrow Settlement Amount.

15.3 Information and Assistance from the Defendants

- (1) Within thirty (30) days of the approval of the Settlement in Ontario, CV will, in writing, authorize and direct Computershare Limited to deliver a computerized list of the names and addresses of persons who purchased Shares during the Class Period in its possession to Class Counsel and the Administrator. CV will also assist Class Counsel in contacting Broadridge Financial Solutions Inc. regarding obtaining information about Class Members who hold or held beneficial interests in the Shares.
- (2) CV will provide a person to whom Class Counsel and/or the Administrator may address any requests for information. CV agrees to make reasonable efforts to answer any reasonable inquiry from Class Counsel and/or the Administrator in order to facilitate the administration and implementation of the Agreement and the Plan.
- (3) Class Counsel and/or the Administrator may use the information obtained in accordance with sections 15.3(1) and (2) for the purpose of delivering the Second Notice and for the purposes of administering and implementing the Agreement and the Plan of Allocation.

(4) Any information obtained or created in the administration of this Agreement is confidential and, except as required by law, shall be used and disclosed only for the purpose of distributing notices and the administration of the Agreement and Plan.

15.4 Claims Process

(1) In order to seek payment from the Settlement Amount, a Class Member must submit a completed Claim Form to the Administrator, 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 unless the Ontario Court orders otherwise.

(2) In order to remedy any deficiency in the completion of a Claim Form, the Administrator 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 the 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 Ontario 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.

15.5 Disputes Concerning the Decisions of the Administrator

(1) In the event that a Class Member disputes the Administrator's decision, 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.

(2) No action shall lie against Class Counsel, the Administrator or the Referee for any decision made in the administration of the Agreement and Plan of Allocation without an order from the Ontario Court authorizing such an action.

15.6 Conclusion of the Administration

(1) Following the Claims Bar Deadline, and in accordance with the terms of the Settlement Agreement, the Plan of Allocation, and such further approval or order of the Ontario Court as may be necessary, or as circumstances may require, the Administrator shall distribute the Escrow Settlement Amount to Authorized Claimants.

- (2) No claims or appeals shall lie against Class Counsel or the Administrator based on distributions made substantially in accordance with the Agreement, the Plan of Allocation, or with any other order or judgment of the Ontario Court.
- (3) If the Escrow Settlement Account is in a positive balance (whether by reason of tax refunds, un-cashed cheques or otherwise) after one hundred eighty (180) days from the date of distribution of the Escrow Settlement Amount to the Authorized Claimants, the Administrator shall, if feasible, allocate such balance among Authorized Claimants in an equitable and economic fashion. Any balance below CAN\$40,000.00 which still remains thereafter shall be donated to the Small Investor Protection Association.
- (4) Upon the conclusion of the administration, or at such other time as the Ontario Court directs, the Administrator shall report to the Ontario Court on the administration and shall account for all monies it has received, administered and disbursed and obtain an order from the Ontario Court discharging it as Administrator.

SECTION 16 – THE PLAN OF ALLOCATION

- (1) The Defendants shall have no obligation to consent to but shall not oppose the Ontario Court's approval of the Plan of Allocation.
- (2) Unless directed to do so by the Ontario Court, the Defendants will not make any submissions to the Ontario Court relating to the Plan of Allocation.
- (3) Sections 16(1) and (2) are not an acknowledgement by the Class or Class Counsel that the Defendants have standing to make any submissions to the Courts about the Plan of Allocation.

SECTION 17 – THE FEE AGREEMENT AND CLASS COUNSEL FEES

17.1 Motion for Approval of Class Counsel Fees

- (1) At the Approval Hearing Class Counsel may 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 Ontario 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.
- (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 make any submissions to the Ontario Court concerning Class Counsel Fees.

(3) The procedure for, and the allowance or disallowance by the Ontario 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, except as expressly provided in section 7(a), and are to be considered by the Ontario Court separately from its consideration of the fairness, reasonableness, and adequacy of the Settlement provided for herein.

(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 the Agreement or affect or delay the finality of the Approval Order and the Settlement of the Actions provided herein.

17.2 Payment of Class Counsel Fees

Forthwith after the Settlement becomes final, as contemplated in section 13 and the time for the Defendants to elect to terminate pursuant to the provisions of section 12.2(1) has expired or the Defendants have waived their right to elect, the Administrator shall pay to Sutts, Strosberg LLP in trust the Class Counsel Fees approved by the Ontario Court from the Escrow Account.

SECTION 18 – MISCELLANEOUS

18.1 Motions for Directions

(1) Any one or more of the Parties, Class Counsel, the Administrator or the Referee may apply to the Ontario Court for directions in respect of any matter in relation to the Agreement and Plan of Allocation.

(2) All motions contemplated by the Agreement shall be on notice to the Parties.

18.2 Defendants Have No Responsibility or Liability for Administration

Except for the obligation to pay the Settlement Amount and provide the information and assistance contemplated by sections 15.3(1), (2), the Defendants shall have no responsibility for and no liability whatsoever with respect to the administration or implementation of the Agreement and Plan, including, without limitation, the processing and payment of claims by the Administrator.

18.3 Headings, etc.

- (1) In the Agreement:
 - (a) the division of the Agreement into sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of the Agreement;
 - (b) the terms “the Agreement”, “herein”, “hereto” and similar expressions refer to the Agreement and not to any particular section or other portion of the Agreement;
 - (c) all amounts referred to are in lawful money of Canada; 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.
- (2) In the computation of time in the 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.

18.4 Governing Law

- (1) The Agreement shall be governed by and construed and interpreted in accordance with the laws of the Province of Ontario.
- (2) The Parties agree that the Ontario Court shall retain exclusive and continuing jurisdiction over the Ontario Action, the Parties and Class Members to interpret and enforce the terms, conditions and obligations under the Agreement and the Approval Order, and it will be unnecessary to obtain orders from the Alberta Court relating to the approval or implementation or enforcement of the terms of the Settlement other than the order dismissing the Alberta Action.

18.5 Entire Agreement

The 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 the Agreement, unless expressly incorporated herein. The 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 Ontario Court.

18.6 Binding Effect

(1) If the Settlement is approved by the Ontario Court and becomes final as contemplated in section 13, the Agreement shall be binding upon, and enure to the benefit of, the Plaintiffs, the Class Members, the Defendants, the Releasees, the Releasers, the Contributing Parties, the Insurers 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 shall be binding upon all Releasers and each and every covenant and agreement made herein by the Defendants shall be binding upon all of the Releasees.

(2) CV and GT represent and warrant that:

- (a) they have all requisite corporate power and authority to execute, deliver and perform the Agreement and to consummate the transaction contemplated hereby on their own behalf;
- (b) the execution, delivery, and performance of the Agreement and the consummation of the Actions contemplated herein have been duly authorized by all necessary corporate action their part;
- (c) the Agreement has been duly and validly executed and delivered by them and constitutes their legal, valid, and binding obligations;
- (d) they agree to use their best efforts to cause all conditions precedent to the Effective Date to occur.

18.7 Survival

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

18.8 Negotiated Agreement

The Agreement and the underlying settlement have been the subject of negotiations and many discussions among the undersigned. Each of the undersigned has been represented and advised by competent counsel, so 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 the 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 the Agreement.

18.9 Recitals and Schedules

- (1) The recitals and schedules to the Agreement are material and integral parts hereof and are fully incorporated into, and form part of, the Agreement.
- (2) The schedules to the Agreement are:
 - (a) Schedule "A" – Approval Order
 - (b) Schedule "B" – Collateral Agreement
 - (c) Schedule "C" – First Order
 - (d) Schedule "D" – First Notice
 - (e) Schedule "E" – Opt Out Form
 - (f) Schedule "F" – Plan of Allocation
 - (g) Schedule "G" – Plan of Notice
 - (h) Schedule "H" – Second Short Form Notice
 - (i) Schedule "I" – Second Long Form Notice

18.10 Acknowledgements

Each of the Parties hereby affirms and acknowledges that:

- (a) he, she or its representative has the authority to bind the Party with respect to the matters set forth herein has read and understood the Agreement;
- (b) the terms of the Agreement and the effects thereof have been fully explained to him, her or its representative by his, her or its counsel;
- (c) he, she or its representative fully understands each term of the Agreement and its effect.

18.11 Authorized Signatures

Each of the undersigned represents that he or she is fully authorized to enter into the terms and conditions of, and to execute, the Agreement on behalf of the Party for whom he or she is signing.

18.12 Counterparts

The Agreement may be executed in counterparts, all of which taken together will be deemed to constitute one and the same agreement, and a facsimile signature shall be deemed an original signature for purposes of executing the Agreement.

18.13 Confidentiality and Communications

(1) In any public discussion of, comment on, press release or other communication of any kind (with the media or otherwise) about the Agreement and Plan, the Parties and their respective 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.

(2) The Parties' obligations under this section shall not prevent them, or any of them, from reporting to their clients, from complying with any order from any one of the Courts, or from making any disclosure or comment required by the 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 Courts or for the purposes of any proceedings as between the Defendants.

18.14 Notice

Any notice, instruction, motion for Court approval or motion for directions or Court orders sought in connection with the 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 Plaintiffs and for Class Counsel:

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Sutts, Strosberg LLP
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For CV Technologies Inc., Jacqueline Shan, Gordon Tallman and Harry Buddle:

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Matthew Fleming

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Telephone: 416.863.4776
Facsimile: 416.863.4592
Email: Robb.Heintzman@FMC-Law.com
Matthew.Fleming@FMC-Law.com

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

David Ainslie



CV Technologies Inc.

By:

Name
Title

Muriel Marentette



Jacqueline J. Shan

John Driedger

Gordon G. Tallman

Clint Docken, Q.C.
Docken & Company
Barristers & Solicitors
900-800 Sixth Avenue SW
Calgary, AB T2P 3G3

Telephone: 403.269.3612
Facsimile: 403.269.8246
Email: cgd@docken.com

For CV Technologies Inc., Jacqueline Shan, Gordon
Tallman and Harry Buddle:

Alan L. W. D'Silva
Patrick O'Kelly
Simon Bieber
Stikeman Elliott LLP
Barristers & Solicitors
5300 Commerce Court West
199 Bay Street
Toronto, ON M5L 1B9

Telephone: 416.869.5204
Facsimile: 416.947.0866
Email: sbieber@stikeman.com

For Grant Thornton LLP:

Robb C. Heintzman
Matthew Fleming

Fraser Milner Casgrain LLP
1 First Canadian Place
100 King Street West
Toronto, ON M5X 1B2

Telephone: 416.863.4776
Facsimile: 416.863.4592
Email: Robb.Heintzman@FMC-Law.com
Matthew.Fleming@FMC-Law.com

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

David Ainslie

Muriel Marentette

John Driedger

CV Technologies Inc.

By: _____

Name
Title

Jacqueline J. Shan

Gordon G. Tallman

Clint Docken, Q.C.
Docken & Company
Barristers & Solicitors
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Matthew.Fleming@FMC-Law.com

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David Ainslie

CV Technologies Inc.

By: _____

Name Jack Morcott
Title CHAIR + CEO APR 26, 2010

Muriel Marentetta

Jacqueline J. Shan

John Driedger

Gordon G. Tallman

Clint Docken, Q.C.
Docken & Company
Barristers & Solicitors
900-800 Sixth Avenue SW
Calgary, AB T2P 3G3

Telephone: 403.269.3612
Facsimile: 403.269.8246
Email: cgd@docken.com

For CV Technologies Inc., Jacqueline Shan, Gordon
Tallman and Harry Buddle:

Alan L. W. D'Silva
Patrick O'Kelly
Simon Bleber
Stikeman Elliott LLP
Barristers & Solicitors
3300 Commerce Court West
199 Bay Street
Toronto, ON M5L 1B9

Telephone: 416.869.5204
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Email: sbleber@stikeman.com

For Grant Thornton LLP:

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Matthew.Fleming@FMC-Law.com

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

David Ainslie

CV Technologies Inc.

By: _____

Name: *JACK MORGAN*
Title: *CHAIRMAN AND CEO*

Muriel Marentette

Jacqueline J. Shan

John Driedger

Gordon G. Tallman

Clint Docken, Q.C.
Docken & Company
Barristers & Solicitors
900-800 Sixth Avenue SW
Calgary, AB T2P 3G3

Telephone: 403.269.3612
Facsimile: 403.269.8246
Email: cgdk@docken.com

For CV Technologies Inc., Jacqueline Shan, Gordon
Tallman and Harry Buddle:

Alan L. W. D'Silva
Patrick O'Kelly
Simon Bieber
Stikeman Elliott LLP
Barristers & Solicitors
5300 Commerce Court West
199 Bay Street
Toronto, ON M5L 1B9

Telephone: 416.869.5204
Facsimile: 416.947.0866
Email: sbieber@stikeman.com

For Grant Thornton LLP:

Robb C. Heintzman
Matthew Fleming

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Matthew.Fleming@FMC-Law.com

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

David Atlasie

CV Technologies Inc.

By: _____

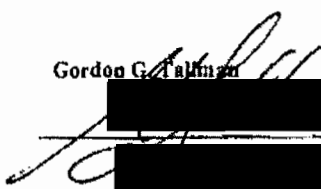
Name
Title


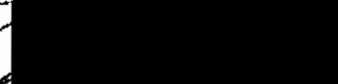
Muriel Marentette

Jacqueline J. Shan

John Driedger

Gordon G. Tallman



Harry Buddle



Grant Thornton LLP

By:

Name
Title

Suits, Strosberg LLP has executed the Agreement as of the date on the cover page to signify its consent to hold the Non-Refundable Expense Fund and the Escrow Account on the terms provided in the Agreement and to be bound by the terms of the Agreement.

Suits, Strosberg LLP

By:

Jay Strosberg
Partner

734619.v14

Harry Buddle

Grant Thornton LLP

By:

Name David A. Peneycad
Title Chief Administrative Officer

Suits, Strosberg LLP has executed the Agreement as of the date on the cover page to signify its consent to hold the Non-Refundable Expense Fund and the Escrow Account on the terms provided in the Agreement and to be bound by the terms of the Agreement.

Suits, Strosberg LLP
By:

Jay Strosberg
Partner

Harry Buddle

Grant Thornton LLP

By:

Name
Title

Sutts, Strosberg LLP has executed the Agreement as of the date on the cover page to signify its consent to hold the Non-Refundable Expense Fund and the Escrow Account on the terms provided in the Agreement and to be bound by the terms of the Agreement.

Sutts, Strosberg LLP

By:



Jay Strosberg
Partner

734619.v14

A handwritten circular mark or scribble, possibly a signature or initials, located below the name Jay Strosberg.

**NOTICE OF CERTIFICATION AND SETTLEMENT OF THE CV TECHNOLOGIES INC.
(AFEXA LIFE SCIENCES INC.) CLASS ACTION**

Read this notice carefully as it may affect your rights.

This notice is directed to all persons, other than certain persons associated with the defendants, who acquired securities of CV Technologies Inc. (“CV”), now known as Afexa Life Sciences Inc., during the period from December 11, 2006 to March 23, 2007 on the Toronto Stock Exchange (“TSX”) and who held some or all of those shares at the close of trading on the TSX on March 26, 2007 (“Class Members”).

In 2007, class actions were commenced against CV and certain of its officers and directors and Grant Thornton LLP (the “Defendants”) in the Ontario Superior Court of Justice (the “Ontario Court”) and in the Court of Queens Bench of Alberta Judicial District of Calgary. The plaintiffs allege that the Defendants misrepresented CV’s financial results for fiscal 2006 and the first quarter of 2007.

The parties to the class actions have reached a settlement that was approved by the Ontario Court which also certified the Ontario action as a class proceeding. The Defendants do not admit any wrongdoing or liability on their part. The settlement is a compromise of disputed claims. The Alberta action has been dismissed but the Alberta class members may participate in the settlement described below.

SUMMARY OF THE SETTLEMENT TERMS

The Defendants have paid \$7.1 million (the "Settlement Amount") in full and final settlement of all claims, including class counsel fees and administration costs in return for releases and dismissals of the class actions. Class counsel fees and all administrative costs will not exceed \$1,775,000.

The net settlement monies will be distributed in accordance with the court-approved and supervised Plan of Allocation which can be obtained at www.coldfxclassaction.com.

If any settlement monies remain after payment of administration costs, class counsel fees and the distribution to the Class Members, the Ontario Court may order the remaining funds be distributed to not-for-profit organizations for the benefit of the Class Members.

Further information on the settlement, including the Settlement Agreement, Plan of Allocation and the court orders, may be found at www.coldfxclassaction.com.

A CLAIM FOR COMPENSATION MUST BE MADE BY •

The Ontario Court appointed Marsh Risk Consulting Canada as the Administrator of the settlement to, among other things: (i) receive and process the claims and opt-out forms; (ii) decide eligibility for compensation; and (iii) distribute the net Settlement Amount to eligible Class Members.

Each Class Member must submit a completed Claim Form on or before • in order to participate in the settlement. The Claim Form can be downloaded at www.coldfxclassaction.com or by calling the Administrator at 1.877.858.9558. If you do not submit a completed Claim Form by •, you will not receive any part of the net Settlement Amount.

The Claim Form should be submitted by using the secure Online Claims System at www.coldfxclassaction.com. You should submit a paper Claim Form only if you do not have a computer with a connection to the internet. The paper Claim Form may be sent by mail or courier to:

Administrator, CV Technologies Class Action, Marsh Risk Consulting
161 Bay Street, 14th Floor, Brookfield Place, Toronto, ON M5J 2S4,
or by fax to: 1.806.384.0238

The Ontario Court appointed Reva E. Devins as the Referee to review any dispute arising from a decision of the Administrator on eligibility or amount of compensation. A review by the Referee may be requested by delivery of a written submission setting out the basis for the dispute including all relevant documents provided that the request is submitted within fifteen (15) days of the decision in dispute. Complete information on requesting a review may be found in the Plan of Allocation available at www.coldfxclassaction.com.

TO OPT OUT OF THE CLASS ACTION

All Class Members will be bound by the terms of the settlement, unless they opt out. Any Class Member who does not wish to participate in the settlement must opt out of the class action by sending a completed Opt-Out Form on or before • at 5:00 pm eastern time by mail or courier to:

Administrator, CV Technologies Class Action, Marsh Risk Consulting

161 Bay Street, 14th Floor, Brookfield Place Toronto, ON M5J 2S4,

or by fax to: 1.806.384.0238

The Opt-Out Form is available at www.coldfxclassaction.com or by calling 1.877.858.9558.

PERSONAL LEGAL ADVICE

Class Members who seek the advice or guidance of their personal lawyers do so at their own expense.

INTERPRETATION

This Notice is a summary of the Approval Order. If there is a conflict between the provisions of this Notice and the terms of the Approval Order, the Approval Order will prevail.

INQUIRIES

Questions for class counsel should be directed by telephone or in writing to one of the following class counsel:

Jay Strosberg
Sutts, Strosberg LLP
600-251 Goyeau Street
Windsor, ON N9A 6V4
Tel: 888.460.0824
Fax: 866.316.5308
Email: coldfx@strosbergco.com

Michael Robb
Siskinds LLP
680 Waterloo Street
London, ON N6A 3V8
Tel: 519.660.7872
Fax: 591.660.7873
Email: michael.robb@siskinds.com

If you need help, or are having difficulty with the claims process, or if you do not have access to a computer, or if you prefer not to register online, you may telephone the Administrator at 1.877.858.9558.

This Notice has been approved by the Ontario Superior Court of Justice.

Questions about this Notice should NOT be directed to the court.

SCHEDULE 3 – SECOND LONG FORM NOTICE

**NOTICE OF CERTIFICATION AND SETTLEMENT OF THE CV TECHNOLOGIES INC.
(AFEXA LIFE SCIENCES INC.) CLASS ACTION**

This notice is to all persons, other than certain persons associated with the Defendants, who acquired securities of CV Technologies Inc. (“CV”), now known as Afexa Life Sciences Inc., during the period from December 11, 2006 to March 23, 2007 (“Shares”), on the Toronto Stock Exchange (“TSX”) and who held some or all of those Shares at the close of trading on the TSX on March 26, 2007 (“Class Members”).

READ THIS NOTICE CAREFULLY AS IT MAY AFFECT YOUR LEGAL RIGHTS.

COURT APPROVAL THE CLASS ACTION SETTLEMENT

In 2007, the plaintiffs commenced class actions against CV, Grant Thornton LLP and certain officers and directors of CV (the “Defendants”) in the Ontario Superior Court of Justice (the “Ontario Court”) and in the Court of Queens Bench of Alberta Judicial District of Calgary. The Plaintiffs in the actions alleged that the Defendants issued materially false and/or inaccurate audited consolidated financial statements for the fiscal year ended September 30, 2006 and the first quarter of fiscal 2007 which ended on December 31, 2006.

On April 28 2010, the parties to the class action executed a Settlement Agreement which provides that the Defendants will pay \$7.1 million (the “Settlement Amount”) in full and final settlement of all claims, including class counsel fees, disbursements, taxes and administration expenses in return for releases and a dismissal of the class actions. The settlement is a compromise of disputed claims and is not an admission of liability, wrongdoing or fault on the part of any of the Defendants, all of whom have denied, and continue to deny, the allegations against them.

By order dated August 5, 2010, the Ontario Court certified the action for settlement purposes and approved the Settlement Agreement. The action titled *John Driedger v. CV Technologies Inc., Grant Thornton LLP, Jacqueline J. Shan, Gordon G. Tallman and Harry Buddle.*, commenced in the Court of Queens Bench of Alberta, Judicial District of Calgary (Court File No. 070107508) was dismissed as part of the approval process but the Alberta class members may participate in the settlement described below.

The Ontario Court also awarded Class Counsel legal fees, expenses and applicable taxes. Class Counsel were retained on a contingent basis such that they were only to be paid if they were successful in the litigation. Class Counsel Fees will be deducted from the Settlement Amount before it is distributed to Class Members. Expenses incurred or payable relating to approval, notification, implementation and administration of the Settlement Agreement including the fees of the Administrator (“Administration Expenses”) will also be paid from the Settlement Amount. Class Counsel and all administrative costs will not exceed \$1,775,000.

ADMINISTRATOR

The Ontario Court has appointed Marsh Risk Consulting Canada as the Administrator of this Settlement Agreement. The Administrator will, among other things: (i) receive and process the Claim Forms and Opt-Out Forms; (ii) make determinations of Class Members’ eligibility for compensation pursuant to the Plan of Allocation; (iii) communicate with Class Members

regarding their eligibility for compensation; and (iv) manage and distribute the Settlement Amount.

The Administrator can be contacted at:

Telephone: 1-877-858-9558

Mailing Address: Marsh Risk Consulting, 161 Bay Street, 14th Floor, Brookfield Place, Toronto, ON M5J 2S4, Attention: CV Technologies Class Action, Attention: Candice Metivier.

E-mail Address: cvtech@marsh.com

Website: www.coldfxclassaction.com

A complete copy of the Settlement Agreement is also available on the website of Class Counsel at www.strosbergco.com/coldfx and www.classaction.ca.

CLASS MEMBERS' ENTITLEMENT TO COMPENSATION

To be eligible for compensation pursuant to the Settlement Agreement, Class Members must have sustained a net loss on their Class Period transactions in CV securities and must timely submit a completed Claim Form, including any supporting documentation with the Administrator. To be eligible for compensation under the Settlement Agreement, Class Members must submit their Claim Form by using the secure Online Claims System at www.coldfxclassaction.com no later than **[date falling 90 days after the publication of the Publication Notice]** at 5:00 p.m. E.T. (the "Claims Bar Deadline"). You should submit a paper Claim Form only if you do not have a computer with a connection to the internet. The Claim Form is available at www.coldfxclassaction.com, or by contacting the Administrator using the contact information provided above.

"Excluded Persons" are precluded from receiving compensation pursuant to the Settlement Agreement and include the Defendants, CV's past or present subsidiaries, officers, directors, affiliates, legal representatives, heirs, predecessors, successors and assigns, and any member of the Individual Defendants' families and any entity in which any of them has or had an interest.

The remainder of the Settlement Amount, after deduction of Class Counsel Fees and Administration Expenses (the "Compensation Fund") will be distributed to Class Members in accordance with the Plan of Allocation attached as Schedule "F" to the Settlement Agreement, which, in general terms, provides that:

- (a) in order to be eligible to receive compensation pursuant to the settlement, a Class Member must submit a Claim Form, including trading information that demonstrates that the Class Member sustained a net loss on their Class Period transactions, to the Administrator by the deadline for submission of claims (an "Authorized Claimant");
- (b) each Authorized Claimant's *nominal* entitlement to compensation will be determined by application of the formulae outlined in the Plan of Allocation which take into account: (i) the number and the price of CV securities purchased by the Class Member during the Class Period ("Qualified Shares"); (ii) when the Class Member sold some or all of their Qualified Shares and the price at which such securities were sold; and (iii) whether the Class Member continues to hold some or all of their Qualified Shares.

- (c) each Authorized Claimant's *actual* compensation from the Compensation Fund will be his/her/its *pro rata* share of the Compensation Fund calculated as a ratio of his/her/its nominal entitlement to the total nominal entitlements of all Authorized Claimants multiplied by the Compensation Fund; and
- (d) depending upon the amount of all valid claims, each eligible Class Member may receive interest on their pro rata share.

REFEREE

The Ontario Court has appointed Reva E. Devins as the Referee to review decisions of the Administrator relating to eligibility to share in the distribution of the Compensation Fund, the determination of the number of Qualified Shares, or the amount of the Net Loss. A Class Member may elect a Reference by the Referee by delivering a written election for review to the Administrator within fifteen (15) days of receipt of the Administrator's decision, along with a deposit of \$150. If the Referee disturbs the Administrator's decision relating to eligibility to share in the Distribution, the number of Qualified Shares or Net Loss, the Administrator shall return the \$150 deposit to the Class Member, otherwise the deposit will be added to the Compensation Fund.

REQUESTING EXCLUSION FROM THE CLASS

All individuals and entities who come within the definition of the Class will automatically be considered Class Members unless and until they exclude themselves from the Class ("opt out"). This means that Class Members will not be able to bring or maintain any other claim or legal proceeding against the Defendants, or any other person released by the Settlement Agreement, in relation to the matters alleged in the class action.

If you do not want to be bound by the Settlement Agreement you must opt out. Please note, however, that by opting out you will also be barred from making a claim and receiving compensation from the Settlement Amount.

If you wish to opt out you must submit a completed Opt-Out Form, and any supporting documentation, to the Administrator, at the above noted address, post-dated no later than **[date falling 60 days after the publication of the Publication Notice]** (the "Opt-Out Deadline"). You may obtain an Opt-Out Form at www.coldfxclassaction.com, or by contacting the Administrator using the contact information provided above.

IMPORTANT DEADLINES

Opt-Out Deadline: [date falling 60 days after the publication of the Publication Notice]

Claims Bar Deadline: [date falling 90 days after the publication of the Publication Notice]

Opt-Out Forms and/or Claim Forms will not be accepted after their respective deadlines. As a result, it is necessary that you act without delay.

CLASS COUNSEL

The law firms of *Siskinds LLP* and *Sutts, Strosberg LLP* represent the plaintiffs in this class proceeding, and can be reached by telephone, toll free, at 1-800-461-6166 ext. 2380 or 1-888-460-0824, respectively.

INTERPRETATION

If there is a conflict between the provisions of this notice and the Settlement Agreement, the terms of the Settlement Agreement will prevail.

Distribution of this Notice has been authorized by the Ontario Superior Court of Justice.

Questions about this Notice should NOT be directed to the Ontario Superior Court of Justice.

PLAN OF NOTICE

Capitalized terms used in this Plan of Notice have the meanings assigned in the Agreement.

NOTICE OF CERTIFICATION AND APPROVAL OF THE SETTLEMENT

The Second Short Form Notice will be disseminated as follows:

National Notice

Publication of the Second Short Form Notice, which notice will be at least a 1/4 page in size, will occur as soon as possible following issuance of an Approval Order, and, in any event, no later than forty (40) days following such date. Such publication will be made in the English language in the business/legal section of the national editions of the *Globe and Mail*, the *National Post* and in the *Calgary Herald* and the *Edmonton Journal* and in the French language in the business section of *La Presse*.

The Second Long-Form Notice will be disseminated as follows:

Internet Publication

The Second Long Form Notice will be posted, in both the English and French languages, on (i) www.classaction.ca; (ii) www.coldfxclassaction.com; and (iii) the website of the Administrator.

Individual Notice

Within forty (40) days of the issuance of the Approval Order, Class Counsel shall direct Broadridge, or the Administrator, as the case may be, to send the Second Long Form Notice to all putative Class Members identified as a result of (i) CV authorizing and directing Computershare Limited to deliver a computerized list of the names and addresses of persons who purchased Shares during the Class Period in its possession to Class Counsel or the Administrator pursuant to section 15.3 of the Agreement; and (ii) Broadridge's, or the Administrator's, as the case may be, solicitation of brokerage firms in Canada with the request that the brokerage firms send Broadridge, or the Administrator, the names and addresses of all individuals and entities identified by the brokerage firms as having a beneficial interest in Eligible Shares.

Class Counsel shall mail or email the Second Long Form Notice to those persons who have contacted Class Counsel regarding this litigation and have provided Class Counsel with their contact information.

Class Counsel shall make a toll free number and email address available to the public that will enable Class Members to obtain more information about the settlement, the claims process, and to request that a copy of the Second Long Form Notice be sent to them directly. Class Counsel or the Administrator, as appropriate, will directly mail the Second Long Form Notice and/or Claim Form to any Class Member who contacts Class Counsel or the Administrator's offices and requests same. Additionally, the public may view, or obtain copies of, the Settlement Agreement, Second Long Form Notice and Claim Form on Class Counsel's website: www.classaction.ca or www.coldfxclassaction.com.

SCHEDULE 5 – OPT-OUT FORM

**CV TECHNOLOGIES INC. (AFEXA LIFE SCIENCES INC.) CLASS ACTION
OPT-OUT FORM: PAGE 1 OF 2**

Complete this Opt-Out Form *only* if you wish to be excluded from participating in the CV Technologies Class Action. Do *not* complete this Opt-Out Form if you wish to claim compensation from the \$7,100,000 Settlement. The completed and signed Opt-Out Form and required supporting documents must be received by prepaid mail, courier or fax, on or before • 5:00 pm Toronto time, by the Administrator, Marsh Risk Consulting, 161 Bay Street, 14th Floor, Brookfield Place, Toronto, Ontario, M5J 2S4, Attention: CV Technologies Class Action – Candice Metivier. You can download a copy of this Opt-Out Form online at www.coldfxclassaction.com.

Did you purchase or acquire CV Technologies Inc. ("Shares") in the period December 11, 2006 to March 23, 2007? YES NO

If NO, you are *not* a class member and should *not* complete this Opt-Out Form.

Is the person who purchased or acquired the Shares an "Excluded Person"? YES NO

"Excluded Person" means: (a) the Defendants and Afexa Life Science Inc.'s past or present subsidiaries, officers, directors, affiliates, legal representatives, heirs, predecessors, successors and assigns; (b) any member of the Individual Defendants' families and any entity in which any of them has or had an interest.

If YES, you are *not* a class member and should *not* complete this Opt-Out Form.

Were the Shares purchased in the period December 11, 2006 to March 23, 2007 held in a Mutual Fund? YES NO

If YES, the Mutual Fund is the Class Member, not you, and you should *not* complete this Opt-Out Form.

Record in Box 1 the number of Shares you held at the close of trading on December 10, 2006. Box 1
Provide supporting documents.

Record in Box 2 the number of Shares purchased or acquired in the period December 11, 2006 to March 23, 2007. Box 2
Provide supporting documents.

Add the number in Box 1 to the number in Box 2. Box 3
Record this sum in Box 3.

Record in Box 4 the number of Shares sold or disposed of in the period from December 11, 2006 to March 23, 2007. Box 4
Provide supporting documents.

Record in Box 5 the number of Shares sold or disposed of in the period from March 24, 2007 to March 26, 2007. Box 5
Provide supporting documents.

Add the number in Box 4 to the number in Box 5. Box 6
Record this sum in Box 6.

Is the number in Box 6 greater than or equal to the number in Box 3? YES NO

If YES, you are *not* a class member and should *not* complete this Opt-Out Form.

Is the number in Box 6 less than the number in Box 3? YES NO

If YES, you are a Class Member and eligible to Opt Out of this Settlement.

Subtract the number in Box 6 from the number in Box 3 to determine number of Eligible Shares. Box 7
Record this difference in Box 7.

Current legal name of the person who purchased or acquired the Eligible Shares and wishes to Opt-Out of the Settlement:

Current address of this person:

City or Town	Province or State	Postal or Zip Code	Country
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SCHEDULE 5 - OPT OUT FORM

**CV TECHNOLOGIES INC. (AFEXA LIFE SCIENCES INC.) CLASS ACTION
OPT-OUT FORM: PAGE 2 OF 2**

Current legal name of the person who purchased or acquired the Eligible Shares and wishes to Opt-Out of the Settlement:

Current contact information for this person (at least one of these must be provided):

Phone Number (including area code)	Fax Number	Mobile Number
------------------------------------	------------	---------------

Email Address _____ @ _____

Certification: By signing below, I certify that:

1. I certify that I do not wish to participate in the CV Technologies Class Action. I understand that by opting out, I will not receive any part of the \$7,100,000 Settlement.
2. I certify that I am the person who is opting out or that I have the authority to complete this Opt-Out Form on behalf of the person opting out.
3. I certify that complete details of all purchases, acquisitions, sales or dispositions of Shares in the period, December 11, 2006 to March 23, 2007, have been disclosed in this Opt-Out Form.
4. I certify that complete details of all sales or dispositions of Shares in the period, March 24, 2007 to March 2007, have been disclosed in this Opt-Out Form.
5. I certify that the number of Shares held on December 10, 2006 has been disclosed in this Opt-Out Form.
6. I acknowledge and agree that the Administrator may disclose all information relating to this opt-out to the Ontario Superior Court of Justice and the lawyers for the parties in the CV Technologies Class Action.
7. I certify that the information provided and the representations made in this Opt-Out Form are true and correct to the best of my knowledge, information and belief.

Signature of the person completing this Opt-Out Form: _____	Date Signed		
	Year	Month	Day

Print the full name of the person who signed above:

First Name	Middle Name	Last Name
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Current address and information of the person who signed above (if different from current address and information for the person who purchased or acquired the Eligible Shares as recorded on the previous page):

Address _____

City or Town	Province or State	Postal or Zip Code	Country
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Explain the relationship between the person opting out and the person who signed this Opt-Out Form.

- Person Opting-Out
 Signing Officer
 Partner
 Trustee
 Successor
 Agent
 Lawyer
 Other: Please specify _____

If the person who signed this Opt-Out Form is not the person opting out, provide the documents evidencing the authority to sign on behalf of the person opting out.

In the space below, list all supporting documents provided with this Opt-Out Form.

NOTE: Keep a copy of this completed Opt-Out Form and all supporting documents for your records.

SCHEDULE 6 – PLAN OF ALLOCATION

PLAN OF ALLOCATION

THE DEFINED TERMS

1. For the purposes of this Plan of Allocation, the definitions set out in the Settlement Agreement, except as modified herein, apply to and are incorporated into this Plan of Allocation and, in addition, the following definitions apply:
 - (a) “**Acquisition Expense**” means the total monies paid by the Claimant (including brokerage commissions) to acquire Qualified Shares;
 - (b) “**Authorized Claimant**” means a Class Member who: (i) submitted a properly completed Claim Form and all required supporting documentation to the Administrator; (ii) suffered a Net Loss; and (iii) the Administrator has determined is eligible to receive a Distribution from the Compensation Fund;
 - (c) “**Claimant**” means a Class Member who submits a properly completed Claim Form and all required supporting documentation to the Administrator, on or before the Claims Bar Deadline;
 - (d) “**Compensation Fund**” means the Settlement Amount less Class Counsel Fees and the Administration Expenses;
 - (e) “**Database**” means the web-based database in which the Administrator stores information received from the Defendants and/or acquired through the claims process;
 - (f) “**Distribution**” means payment to Authorized Claimants in accordance with this Plan of Allocation, the Settlement Agreement and any order of the Ontario Court;
 - (g) “**Distribution List**” means a list containing the name and address of each Authorized Claimant, the calculation of his/her/its Net Loss and the calculation of the Authorized Claimant’s *pro rata* share of the Compensation Fund;
 - (h) “**Disposition Proceeds**” means the total proceeds paid to the Claimant (without deducting any commissions paid in respect of the dispositions) in consideration of

the sale of all of his/her/its Qualified Shares; provided however that, with respect to any Qualified Shares that the Claimant continues to hold, they shall be deemed to have been disposed of for an amount equal to the number of Qualified Shares still held, multiplied by the difference between the average price per security paid for those Qualified Shares (including any commissions paid in respect thereof determined on a per security basis) and \$1.70;

- (i) “**Qualified Shares**” means Shares purchased or acquired during the Class Period;
- (j) “**FIFO**” means the principle of first-in first-out, wherein securities are deemed to be sold in the same order that they were purchased (i.e. the first securities purchased are deemed to be the first sold); and which requires, in the case of a Claimant who held Shares at the commencement of the Class Period, that those Shares be deemed to have been sold completely before Qualified Shares are sold;
- (k) “**Net Loss**” means that the Claimant’s Disposition Proceeds are less than the Claimant’s Acquisition Expense; and is the difference between: (1) the Claimant’s Acquisition Expense; and (2) the Claimant’s Disposition Proceeds;
- (l) “**Nominal Entitlement**” means an Authorized Claimant’s nominal damages as calculated pursuant to the formula set forth herein, and which forms the basis upon which each Authorized Claimant’s *pro rata* share of the Compensation Fund is calculated;
- (m) “**Reference**” means the procedure by which a Claimant who disagrees with the Administrator’s decision relating to eligibility for compensation, the determination of the number of Qualified Shares, or the amount of the Net Loss, may appeal the Administrator’s decision and have it reviewed by the Referee; and
- (n) “**Website**” means the website at www.coldfxclassaction.com .

THE OVERVIEW

2. The Plan of Allocation contemplates a determination of eligibility and an allocation and Distribution to each Authorized Claimant of a share of the Compensation Fund calculated as the ratio of his/her/its Nominal Entitlement to the total Nominal Entitlement of all

Authorized Claimants multiplied by the amount of the Compensation Fund. An Authorized Claimant will be eligible to participate in the Distribution of the Compensation Fund only if he, she or it has a Net Loss on the disposition of Qualified Shares.

3. For the purposes of determining the amount an Authorized Claimant may recover pursuant to this Settlement, the Plan of Allocation reflects the Plaintiffs' damages theory, namely:
 - (a) the Defendants represented that the financial statements of CV were prepared and reported in accordance with GAAP;
 - (b) the Defendants maintained that the financial statements of CV fairly represented in all material respects that CV's financial results and representations could be relied upon by investors; and
 - (c) subsequent disclosure releases acted to reduce the artificial inflation of the Share value that had existed during CV's 2006 Fiscal Year and 2007 Q1, namely, that on March 26, 2007, CV issued a press release announcing that previously reported U.S. sales in the fourth quarter of 2006 and the first quarter of 2007 did not reflect the actual sell through of product from the retailers to consumers. It was stated that significant rebalancing and product returns could have a serious impact on CV's cash position and working capital. CV's share value declined over the 10 trading days following these disclosures;

CALCULATION OF COMPENSATION

Calculation of Net Loss

4. A Claimant must have sustained a Net Loss in order to be eligible to receive compensation, in the form of a payment, from the Compensation Fund.
5. The Administrator shall first determine whether a Claimant sustained a Net Loss. If the Claimant has sustained a Net Loss he/she/it become an Authorized Claimant, and the Administrator will go on to calculate his/her/its Nominal Entitlement.

Formulae for Calculating Nominal Entitlement

6. The Administrator will apply FIFO to distinguish the sale of CV securities held at the beginning of the Class Period from the sale of Qualified Shares, and will continue to apply FIFO to determine the purchase transactions which correspond to the sale of Qualified Shares. The date of sale or disposition shall be the trade date, as opposed to the settlement date, of the transaction. The Administrator will use this data in the calculation of an Authorized Claimant's Nominal Entitlement according to the formulas listed below.
7. An Authorized Claimant's Nominal Entitlement will be calculated as follows:
 - (a) **No Nominal Entitlement shall be available for any Qualified Shares *disposed of prior to the alleged corrective disclosure, that is, prior to March 26, 2007.***
 - (b) **For Qualified Shares *disposed of during the 10 trading day period following the alleged corrective disclosure, that is, on or between March 26 and April 9, 2007, the Nominal Entitlement shall be:***
 - (i) an amount equal to the number of Qualified Shares thus disposed of, multiplied by the difference between the volume weighted average price paid for those Qualified Shares (including any commissions paid in respect thereof) and the price received upon the disposition of those Qualified Shares (without deducting any commissions paid in respect of the disposition).
 - (c) **For Qualified Shares *disposed of after the 10 trading day period following the alleged corrective disclosure, that is, after the close of trading on April 9, 2007, the Nominal Entitlement shall be the lesser of:***
 - (i) an amount equal to the number of Qualified Shares thus disposed of, multiplied by the difference between the volume weighted average price paid for those Qualified Shares (including any commissions paid in respect thereof) and the price received upon the disposition of those Qualified Shares (without deducting any commissions paid in respect of the disposition); and
 - (ii) an amount equal to the number of Qualified Shares thus disposed of, multiplied by the difference between the volume weighted average price paid for those Qualified Shares (including any commissions paid in respect thereof) and \$1.70 [being the 10 trading day volume weighted average trading price of CV common shares on the TSX from March 27 to April 9, 2007].

(d) For Qualified Shares still held at the time the Claim Form is completed, the Nominal Entitlement shall be:

- (i) an amount equal to the number of Qualified Shares still held, multiplied by the difference between the volume weighted average price paid for those Qualified Shares (including any commissions paid in respect thereof) and \$1.70 [being the 10 trading day volume weighted average trading price of CV common shares on the TSX from March 27 to April 9, 2007].

8. Each Authorized Claimant's actual compensation will be a portion of the Compensation Fund calculated as the ratio of his/her/its Nominal Entitlement to the total Nominal Entitlements of all Authorized Claimants multiplied by the amount of the Compensation Fund.

GENERAL PRINCIPLES OF THE ADMINISTRATION

9. The administration to be established shall:

- (a) implement and conform to the Plan of Allocation;
- (b) employ secure, paperless, web-based systems with electronic registration and record keeping, wherever practical; and
- (c) be bilingual in all respects and include a bilingual website and a bilingual toll-free telephone help service to be operated by live operators at times that accommodate access by potential members of the Class across Canada.

THE ADMINISTRATOR

10. The Administrator shall have such powers and rights reasonably necessary to discharge its duty and obligation to implement and administer the Escrow Account and the Plan of Allocation in accordance with their terms, subject to the direction of the Ontario Court.

The Administrator's Duties and Responsibilities

11. The Administrator shall administer the Plan of Allocation under the oversight and direction of the Ontario Court and act as trustee in respect of the monies held within the Escrow Account upon receipt from Sutts Strosberg LLP.

12. The Administrator shall, wherever practical, develop, implement and operate an administration system utilizing web-based technology and other electronic systems for the following:
 - (a) receipt of Defendants' data, via Computershare Limited or via Broadridge Financial Solutions, Inc. concerning the identity and contact information of registered holders or beneficial owners of Shares, respectively;
 - (b) class notification, as required;
 - (c) opt-out recording, analysis and reporting;
 - (d) claim filing and document collection;
 - (e) claim evaluation, analysis, and Reference procedures;
 - (f) distribution analysis and Distributions;
 - (g) *cy prè*s award distribution, if any, and reporting thereon;
 - (h) Administration Expense payments; and
 - (i) cash management, audit control and reporting thereon.

13. The Administrator's duties and responsibilities shall include the following:
 - (a) recording, analyzing, determining the validity of and reporting in respect of opt-outs;
 - (b) if practicable, providing any person who submits an Opt-Out Form prior to the Opt-Out Deadline, but whose Opt-Out Form is not properly completed or does not include some of the required supporting documentation, an opportunity to remedy any deficiency therewith;
 - (c) receiving the monies in the Escrow Account from Sutts Strosberg LLP and investing them in trust in accordance with the Settlement Agreement;

- (d) preparing any protocols required for submission to and approval of the Ontario Court;
- (e) providing the hardware, software solutions and other resources necessary for an electronic web-based bilingual claims processing centre to function in a commercially reasonable manner;
- (f) providing, training and instructing personnel in such reasonable numbers as are required for the performance of its duties in the most expedient, commercially reasonable manner;
- (g) instituting a tracing process to locate a current address for those Class Members whose Second Long Form Notice is returned “address unknown,” and re-mailing the Second Long Form Notice, at least forty five (45) days prior to the Claims Bar Deadline, to those Class Members for whom the tracing process provides a new mailing address, and who have not yet filed a Claim Form;
- (h) developing, implementing and operating electronic web-based systems and procedures for receiving, processing, evaluating and decision making respecting the claims of Class Members, including making all necessary inquiries to determine the validity of such claims;
- (i) if practicable, providing any Claimant whose Claim Form is not properly completed or does not include some of the required supporting documentation, an opportunity to remedy the deficiency as stipulated in the Settlement Agreement;
- (j) making timely assessments of eligibility for compensation and providing prompt notice thereof;
- (k) making Distributions from the Compensation Fund in a timely fashion;
- (l) dedicating sufficient personnel to communicate with a Claimant in either English or French as the Claimant elects;

- (m) using its best efforts to ensure that its personnel provide timely, helpful and supportive assistance to Claimants in completing the claims application process and in responding to inquiries respecting claims;
 - (n) preparing for, attending and defending its decisions at all References;
 - (o) distributing and reporting on any *cy près* awards;
 - (p) making payments of Administration Expenses;
 - (q) maintaining a database with all information necessary to permit the Ontario Court to evaluate the progress of the administration, as may, from time to time, be required;
 - (r) reporting to the Ontario Court respecting claims received and administered, and Administration Expenses; and
 - (s) preparing such financial statements, reports and records as directed by the Ontario Court.
14. The Administrator shall cause the information in the Database to be posted and accessible at the settlement Website.
15. Information in the Database concerning a claim shall be accessible to the Claimant electronically. Each Claimant shall be supplied with a personal user identification name and personal password that will permit the Claimant to access only his/her/its own information in the Database.
16. Once a Claim Form and required supporting documentation is received by the Administrator, the Administrator shall:
- (a) determine the number of Qualified Shares;
 - (b) decide whether the Claimant is eligible to participate in the Distribution;
 - (c) determine the number of Shares the Claimant held at the commencement of the Class Period;

- (d) calculate the Claimant's Nominal Entitlement;
 - (e) if the total value of the Nominal Entitlements of all Authorized Claimants exceeds the settlement monies, calculate the amount of the Claimant's *pro rata* share of the Compensation Fund; and
 - (f) depending upon the value of all valid claims for compensation, prejudgment interest up to a cap of 4%.
17. Once the Administrator determines a Claimant's Authorized Claimant status, the respective number of his, her or its Qualified Shares; his, her or its Net Loss and his her or its *pro rata* share of the Compensation Fund, the Administrator shall advise the Claimant of the Administrator's decision by posting its decision on the Website accessible to the Claimant by personal identification name and personal password.
18. The Administrator may deal with Claimants in a manner that is not through an electronic medium as and when it determines that such a step is feasible and/or necessary. However, in all cases the information acquired concerning Claimants shall be entered into the Database.
19. A decision of the Administrator in respect of a claim and any Claimant's entitlement to participate in or a share of the Distribution, subject to the Claimant's right to elect to refer the decision to the Referee for review, will be final and binding upon the Claimant and the Administrator.

THE REFEREE

20. The Referee shall have such powers and rights as are reasonably necessary to discharge her duties and obligations.
21. The Referee shall establish and employ a summary procedure to review any disputes arising from a decision of the Administrator, and may enter into such mediation and arbitration proceedings as the Referee may deem necessary.
22. All decisions of the Referee shall be in writing and shall be final and conclusive and there shall be no appeal therefrom whatsoever.

The Procedure for References

23. If a Claimant disagrees with the Administrator's decision relating to eligibility to share in the Distribution, the determination of the number of Qualified Shares, or the amount of the Net Loss, a Claimant may elect a Reference by the Referee by delivering a written election for review to the Administrator within fifteen (15) days of receipt of the Administrator's decision.
24. The election for a Reference must set out the basis for the disagreement with the Administrator's decision and attach all documents relevant to the review which have not previously been delivered to the Administrator. This election for a Reference must be accompanied by a certified cheque or money order, payable to the Administrator, in the amount of \$150.
25. Upon receipt of an election for a Reference, the Administrator shall deliver to the Referee a copy of:
 - (a) the election for a Reference and accompanying documents;
 - (b) the Administrator's decision on eligibility, the number of Qualified Shares and its calculation of the Nominal Entitlement, as applicable; and
 - (c) the Claim Form and supporting documents.
26. The Referee will carry out the Reference in the least expensive, most summary manner possible. The Referee will provide all necessary procedural directions and the review will be in writing unless the Referee provides different directions.
27. The Administrator shall participate in the process established by the Referee to the extent directed by the Referee.
28. The Referee shall deliver a written decision to the Claimant and the Administrator. If the Referee disturbs the Administrator's decision relating to eligibility to share in the Distribution, the number of Qualified Shares or Net Loss, the Administrator shall return the \$150 deposit to the Claimant. If the Referee does not disturb the Administrator's decision, the Administrator shall add the \$150 to the Compensation Fund.

ADMINISTRATION EXPENSES

29. The Administrator shall pay the fees, disbursements, taxes and other costs of:

- (a) the Administrator;
- (b) the Referee; and
- (c) such other persons at the direction of the Ontario Court;

out of the Compensation Fund in accordance with the provisions of the Settlement Agreement, the Approval Order and any other orders of the Ontario Court.

30. The costs of giving the notices required pursuant to the Approval Order and the Plan of Allocation are not to be paid by the Administrator from its fee.

DISTRIBUTION TO AUTHORIZED CLAIMANTS

31. As soon as practicable after the completion of the claims submission and election for review process, the Administrator will bring a motion for authorization to make Distributions from the Compensation Fund. In support of this motion the Administrator will file the Distribution List with the Ontario Court.

32. No Distribution shall be made by the Administrator until authorized by the Ontario Court.

33. The Administrator may make interim Distributions if authorized by the Ontario Court.

34. Each Authorized Claimant whose name appears on the Distribution List shall comply with any condition precedent to Distribution that the Ontario Court may impose.

35. The Administrator shall make Distributions from the Compensation Fund forthwith after receipt of authorization from the Ontario Court to make Distributions to the Authorized Claimants whose names are on the Distribution List.

36. If the Escrow Account is in a positive balance after one hundred eighty (180) days from the date of Distribution of the Compensation Fund (whether by reason of tax refunds, uncashed cheques or otherwise), the Administrator shall, if feasible, reallocate such balance among those Claimants whose names are on the Distribution List in an equitable and

economic fashion. Any balance below CAN\$40,000.00 which still remains thereafter shall be donated as follows: 76% to the Small Investor Protection Association and 24% to the *Fonds d'Aide*. Under no circumstances will any repayment be made to the Contributing Parties.

RESTRICTION ON CLAIMS

37. Any Class Member who does not submit a Claim Form and required supporting documentation with the Administrator on or before the Claims Bar Deadline will not be permitted to participate in the Distribution without permission of the Ontario Court. The Administrator will not accept or process any Claim Form received after the Claims Bar Deadline unless directed to do so by the Ontario Court.

NO ASSIGNMENT

38. No amount payable under the Plan of Allocation may be assigned without the written consent of the Administrator.

ADMINISTRATOR'S FINAL REPORT TO THE ONTARIO COURT

39. Upon the conclusion of the administration, or at such other time as the Ontario Court directs, the Administrator shall report to the Ontario Court on the administration and shall account for all monies it has received, administered and disbursed by Distribution or otherwise and may obtain orders from the Ontario Court discharging it as Administrator.

SCHEDULE 7

CV TECHNOLOGIES INC. (AFEXA LIFE SCIENCES INC.) CLASS ACTION

PAPER CLAIM FORM – PAGE 1 OF 5

- Claims should be filed online using the secure Online Claims System at www.coldfxclassaction.com.
- This paper version of the Online Claim Form is to be used *only if* you do not have a computer with a connection to the Internet.
- Attach to your Claim Form a list summarizing all supporting documents which are being submitted with the Claim Form.
- The completed and signed Claim Form and required supporting documents, must be received by prepaid mail, courier or fax, on or before • 5:00 pm Toronto time, by the Administrator, Marsh Risk Consulting, 161 Bay Street, 14th Floor, Brookfield Place, Toronto, Ontario, M5J 2S4, Attention: CV Technologies Class Action – Candice Metivier.
- Keep a copy of the completed Claim Form and all supporting documents for your records.

PAPER CLAIM FORM – PART 1

1	Did you purchase or acquire CV Technologies Inc. ("Shares") in the period December 11, 2006 to March 23, 2007? If NO, you are not a class member and should not complete this Claim Form.	<input type="checkbox"/> YES <input type="checkbox"/> NO
2	Is the person who purchased or acquired the Shares an "Excluded Person"? "Excluded Person" means: (a) the Defendants and Afexa Life Science Inc.'s past or present subsidiaries, officers, directors, affiliates, legal representatives, heirs, predecessors, successors and assigns; (b) any member of the Individual Defendants' families and any entity in which any of them has or had an interest. If YES, you are not a class member and should not complete this Claim Form.	<input type="checkbox"/> YES <input type="checkbox"/> NO
3	Were the Shares purchased in the period December 11, 2006 to March 23, 2007 held in a Mutual Fund? If YES, the Mutual Fund is the Class Member, not you and you should not complete this Claim Form.	<input type="checkbox"/> YES <input type="checkbox"/> NO
4	Record in Box 1 the number of Shares you held at the close of trading on December 10, 2006.	Box 1 <input style="width: 100px;" type="text"/>
5	Record in Box 2 the number of Shares purchased or acquired in the period December 11, 2006 to March 23, 2007.	Box 2 <input style="width: 100px;" type="text"/>
6	Add the number in Box 1 to the number in Box 2. Record this sum in Box 3.	Box 3 <input style="width: 100px;" type="text"/>
7	Record in Box 4 the number of Shares sold or disposed of in the period from December 11, 2006 to March 23, 2007.	Box 4 <input style="width: 100px;" type="text"/>
8	Record in Box 5 the number of Shares sold or disposed of in the period from March 24, 2007 to March 26, 2007.	Box 5 <input style="width: 100px;" type="text"/>
9	Add the number in Box 4 to the number in Box 5. Record this sum in Box 6.	Box 6 <input style="width: 100px;" type="text"/>
10	Is the number in Box 6 less than the number in Box 3? If NO, you are not a class member and should not complete this Claim Form. If YES, please continue, and complete the remaining questions and sections of this Claim Form.	<input type="checkbox"/> YES <input type="checkbox"/> NO
11	Subtract the number in Box 6 from the number in Box 3 to determine number of Eligible Shares. Record the number of Eligible Shares in Box 7. (This number must be greater than zero.)	Box 7 <input style="width: 100px;" type="text"/>

SIGNATURE OF PERSON CERTIFYING THIS CLAIM FORM:

CV TECHNOLOGIES INC. (AFEXA LIFE SCIENCES INC.) CLASS ACTION

PAPER CLAIM FORM – PAGE 2 OF 5

PAPER CLAIM FORM – PART 2

Current legal name, address and contact information of the Claimant.

The Claimant is the person who purchased or acquired the Shares. Please be accurate as this information will be used by the Administrator if there is a payout for this Claim.

Name: _____	Phone: (_____) _____ - _____
Address: _____	Fax: (_____) _____ - _____
City/Town: _____	Mobile: (_____) _____ - _____
Province/State: _____	Email: _____@_____
Postal/Zip code: _____	
Country: _____	

Which of the following best describes the Claimant?

- INDIVIDUAL JOINT PURCHASER PARTNERSHIP CORPORATION
 TRUSTEE IN BANKRUPTCY BENEFICIARY OF A TRUST EXECUTOR
 OWNER OF RRSP, RRIF, LIF OR RESP MUTUAL FUND
 OTHER (Please specify _____)

NOTE: If the Claimant purchased Shares in more than one capacity, for example, personally and in an RRSP, a separate Claim Form is required for purchases in each capacity.

If the Claimant is an INDIVIDUAL:

Is this individual deceased? <input type="checkbox"/> YES <input type="checkbox"/> NO	Date of Death:	YEAR	MONTH	DAY

If the Claimant is a JOINT PURCHASER:

Joint Purchaser #1 – Name: _____				
Is this individual deceased? <input type="checkbox"/> YES <input type="checkbox"/> NO	Date of Death:	YEAR	MONTH	DAY
Joint Purchaser #2 – Name: _____				
Is this individual deceased? <input type="checkbox"/> YES <input type="checkbox"/> NO	Date of Death:	YEAR	MONTH	DAY

If the Claimant is a TRUST:

Who is the Trustee? _____	Who are the beneficiaries? _____
Were any of the beneficiaries, at any time, Excluded Persons? <input type="checkbox"/> YES <input type="checkbox"/> NO	
If YES, THE CLAIMANT IS NOT A CLASS MEMBER AND SHOULD NOT COMPLETE THIS CLAIM FORM.	

If the Claimant is a CORPORATION:

Was any shareholder who held 10% or more of the corporation's shares, at any time, an Excluded Person? <input type="checkbox"/> YES <input type="checkbox"/> NO
If YES, THE CLAIMANT IS NOT A CLASS MEMBER AND SHOULD NOT COMPLETE THIS CLAIM FORM.

SIGNATURE OF PERSON CERTIFYING THIS CLAIM FORM:

**CV TECHNOLOGIES INC. (AFEXA LIFE SCIENCES INC.) CLASS ACTION
PAPER CLAIM FORM – PAGE 3 OF 5**

PAPER CLAIM FORM – PART 2 continued

If the Claimant is a PARTNERSHIP:

Were any of the partners, at any time, Excluded Persons? YES NO

IF YES, THE CLAIMANT IS NOT A CLASS MEMBER AND SHOULD NOT COMPLETE THIS CLAIM FORM.

If the Claimant is an owner of a RRSP or RRIF or LIF or RESP:

Describe the type of Account for these holdings: RRSP RRIF LIF RESP

Plan number:	Account number:	Social Insurance or other tax identification number:
--------------	-----------------	--

Name of Financial Institution where this Account/Plan is held:

Address of Financial Institution:

City or Town	Province Or State	Postal or Zip Code	Country
Phone Number	Fax Number		

Does the Claimant's right to assert this claim come from some other person or entity, for example, by transfer or assignment of the Eligible Shares? YES NO

IF YES, PROVIDE DETAILS OF THESE ACQUIRED RIGHTS IN THE SPACE PROVIDED BELOW:

NOTE: Provide the documents evidencing these acquired rights with this Claim.

Did the Claimant make an assignment in bankruptcy after the purchase or acquisition of the Eligible Shares? YES NO

IF YES, PROVIDE DETAILS OF THE ASSIGNMENT INCLUDING DATE OF ASSIGNMENT, AND NAME AND ADDRESS OF TRUSTEE IN THE SPACE PROVIDED BELOW:

NOTE: Provide the documents evidencing this assignment with this Claim.

Was the Claimant's name at the time of the Share purchases, which are the subject matter of this Claim, different from the Claimant's current name? YES NO

Was the Claimant's address at the time of the Share purchases, which are the subject matter of this Claim, different from the Claimant's current address? YES NO

If YES to either of the two question above, provide details of the Claimant's name and/or address at the time of the Share purchase(s) below:

Name at the time of the Share Purchase: _____

Address at the time of the Share Purchase: _____

City/Town : _____ Province/State: _____
Postal/Zip code: _____ Country: _____

SIGNATURE OF PERSON CERTIFYING THIS CLAIM FORM:

**CV TECHNOLOGIES INC. (AFEXA LIFE SCIENCES INC.) CLASS ACTION
PAPER CLAIM FORM – PAGE 4 OF 5**

PAPER CLAIM FORM PART 3

Claimant's CV Technologies Inc. ("Shares") Transactions

If there is insufficient space on this page to document all Share transactions in the period, please make one or more copies of the page to record the Share transactions, as necessary.

**Claimant's purchase and/or acquisition transactions during the period
December 11, 2006 to and including March 23, 2007**

Trading Date			Number of Shares purchased or acquired	Purchase Price per Share	Total Purchase Price in Canadian dollars <i>including</i> brokerage fees or commissions
YR	MTH	DAY			

**Claimant's sale and/or disposition transactions during the period
December 11, 2006 to March 26, 2007**

Trading Date			Number of Shares Disposed of or Sold	Sale Price per Share	Total Sale Price in Canadian dollars <i>before</i> brokerage fees and/or commissions were paid
YR	MTH	DAY			

Claimant's sale and/or disposition transactions on or after March 27, 2007

Trading Date			Number of Shares Disposed of or Sold	Sale Price per Share	Total Sale Price in Canadian dollars <i>before</i> brokerage fees and/or commissions were paid
YR	MTH	DAY			

NOTE: Provide the documents, such as broker statements, evidencing each purchase, acquisition, sale and disposition transaction set out above.

SIGNATURE OF PERSON CERTIFYING THIS CLAIM FORM:

CV TECHNOLOGIES INC. (AFEXA LIFE SCIENCES INC.) CLASS ACTION
PAPER CLAIM FORM – PAGE 5 OF 5

PAPER CLAIM FORM PART 4

Claimant Certifications:

By signing below, I certify that:

1. I am the Claimant or I have the authority to submit this claim on behalf of the Claimant.
2. The Claimant did not opt out of this Settlement and the Claimant is not an Excluded Person.
3. The Claimant has not previously settled its claim in respect of the purchase, acquisition, sale and disposition of the Shares particularized in this claim.
4. The Claimant has not submitted and will not submit another claim seeking to recover for the purchase, acquisition, sale and disposition of Shares particularized in this claim.
5. The Claimant does not know of another claim being submitted to the Administrator for the purchase, acquisition, sale and disposition of Shares particularized in this claim.
6. The Claimant has disclosed all holdings, purchases, acquisitions, sales, dispositions, transfers, assignments and/or any other transmission of interest relevant to the Shares particularized in this claim.
7. The Claimant acknowledges and agrees that the Administrator may disclose all information relating to this Claim to the Ontario Superior Court of Justice and the lawyers for the parties in the CV Technologies Class Action.
8. By signing this Claim Form, the Claimant certifies that the information provided and the representations made in this Claim are true and correct, and are made as if sworn under oath.

Signature:

Print Name:

First

Middle

Surname

Date Signed:

Year

Month

Day

If the person signing this Claim Form is not the Claimant, indicate below the relationship between the person signing this Claim Form and the Claimant.

- Signing Officer Partner Trustee Successor
 Agent Lawyer Other: Please specify _____

Provide the documents evidencing the authority to sign on behalf of the Claimant.

Complete the table below with full name, current address and contact information of the person who signed above (if different than the information provided in Part 2 of this Claim Form on page 2).

Name: _____

Phone: (____) _____ - _____

Address: _____

Fax: (____) _____ - _____

City/Town: _____

Mobile: (____) _____ - _____

Prov/State: _____ Postal/Zip Code: _____

Email: _____

Country: _____

_____ @ _____

In this space, list all supporting documents that will be submitted with this Claim Form:
(if additional space is required, the list may be attached as a separate sheet)

SIGNATURE OF PERSON CERTIFYING THIS CLAIM FORM:

AINSLIE et al.

Plaintiffs

vs. AFEXA LIFE SCIENCES INC. et al.

Defendants

Court File No. 07-CV-336986PD1

ONTARIO
SUPERIOR COURT OF JUSTICE
(DIVISIONAL COURT)
PROCEEDINGS COMMENCED AT TORONTO

ORDER

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