

SCHEDULE "A"

DISTRIBUTION PLAN

INTERPRETATION

1. For the purposes of this Distribution Plan, the following definitions apply:
 - (a) "**Action**" means the action *James Durling et al. v. Sunrise Propane Energy Group Inc. et al*, court file no. CV-08-363271-00CP including all crossclaims and third party claims;
 - (b) "**Administrator**" means **Marsh** or its successor appointed from time to time by the **Court**;
 - (c) "**Arbitrator**" means Reva Devins or her successor appointed from time to time by the **Court**;
 - (d) "**Claimant**" means a person who files a **Claim Form** to be recognized as a **Class Member**;
 - (e) "**Claim Form**" or "**Claim Forms**" means claim forms which are substantially in accordance with the forms attached hereto as Schedule "B";
 - (f) "**Claims Bar Date**" means December 19, 2014;
 - (g) "**Class Area**" means the area located within the City of Toronto bounded by Keele Street, Highway 401, Sheppard Avenue and Dufferin Street;
 - (h) "**Class**" or "**Class Member(s)**" means those persons (who did not validly opt out of this Action) who were present or owned or leased or rented or occupied properties located within the area in the City of Toronto bounded by Keele Street, Highway 401, Sheppard Avenue and Dufferin Street ("**Class Area**") when a series of explosions occurred on August 10, 2008 at the propane facility located at 48/54/62 Murray Road in the City of Toronto (**Facility**) excluding the defendants and third parties, and excluding the defendants' and third parties' officers, directors, servants or agents"
 - (i) "**Class Counsel**" means Sutts, Strosberg LLP, Charney Lawyers and Stevensons LLP ;
 - (j) "**CJA**" means the *Courts of Justice Act*;
 - (k) "**CPA**" means the *Class Proceedings Act, 1992*;
 - (l) "**Court**" means the Ontario Superior Court of Justice;

- (m) “**Contemporaneous Medical Records**” means medical records which were created from August 10, 2008 up to and including February 10, 2009, six months after the explosion and fire;
- (n) “**Distribution Amount**” means the **Settlement Amount** less Class Counsel Fees and less the Cost of Administration, as fixed in the **Judgment**;
- (o) “**Distribution Plan**” means this plan and the procedures to distribute the Distribution Amount which is attached as Schedule “A to the **Judgment**”;
- (p) “**DSM-5**” means the American Psychiatric Association Diagnostic and Statistical Manual, 5th edition;
- (q) “**Electronically**” means electronically by way of the private secure on-line claim system;
- (r) “**Facility**” means the propane facility located at 48/54/62 Murray Road in the City of Toronto;
- (s) “**Fund Counsel**” means Arie Odinocki;
- (t) “**Insurer**” or “**Insurers**” means any insurance company of any of the Class Member(s) who did not validly opt out in accordance with the certification order made on July 23, 2012;
- (u) “**Judgment**” means the judgment of Justice Conway approving the settlement of this Action and the Distribution Plan;
- (v) “**Marsh**” means Marsh Risk Consulting Canada;
- (w) “**Ministry of Health**” means the Ontario Ministry of Health and Long-Term Care;
- (x) “**Minor**” or “**Minors**” means a person or person(s), who as of the date of the Judgment, has not attained the age of 18 years;
- (y) “**Settlement Amount**” means \$23,345,000;
- (z) “**SS**” means Sutts Strosberg LLP; and
- (aa) “**Subrogated Insurers**” includes the following insurers that registered their claims on the registration system maintained by Class Counsel:

- (i) Unica Insurance Company
- (ii) CAA Insurance Company;
- (iii) Allstate Insurance Company;
- (iv) Royal & SunAlliance Insurance Company;
- (v) Gore Mutual Insurance Company;
- (vi) AXA Insurance Company;
- (vii) TD Insurance Meloche Monex;
- (viii) Cooperators General Insurance Company;
- (ix) Desjardins General Insurance Company;
- (x) McLarens Upper Canada; and
- (xi) Sovereign Insurance Company.

RECEIPT OF THE SETTLEMENT AMOUNT AND DISTRIBUTION OF THE SETTLEMENT AMOUNT

2. In accordance with paragraph 3(c) of the Judgment, the defendants, third parties and their Insurers will pay to SS in trust the amount of \$23,345,000 plus interest.

3. In accordance with paragraphs 15 and 16 of the Judgment, SS will pay Class Counsel Fees and the Costs of Administration over time.

4. In accordance with paragraph 17 of the Judgment, SS will allocate the Distribution Amount of \$15,819,000 into the following categories:

Subrogated Insurers and City of Toronto Losses	\$7,909,500
Class Members and the Ministry of Health	\$7,909,500

5. SS will allocate the interest proportionally to the two categories described in paragraph 4.

6. The \$7,909,500 for the Class Members will be further subdivided into six categories:

Category	Reserved Amount
Ministry of Health	\$24,900
Deductibles	\$100,000
Loss of Use of a Class Member's Home or Evacuation Expenses	\$2,500,000
Out of Pocket and Pecuniary Losses	\$1,500,000
Lost Income and Business Loss	\$1,800,000
Personal Injury and Damages	\$2,000,000
Total	\$7,924,900

7. SS will pay the Ministry of Health \$24,900 to comply with paragraph 22 of the Judgment.

POWERS AND RESPONSIBILITIES OF THE ADMINISTRATOR

8. The Administrator is appointed to fulfill the duties and responsibilities set out in the Judgment and this Distribution Plan, including but not limited to the following:

- (a) implement the Notice Program in accordance with paragraph 5 of the Judgment;
- (b) establish a private secure web-based claims system, accessible from the public website, to
 - (i) receive Claims Forms and other documentation to comply with this Distribution Plan;
 - (ii) communicate with the Arbitrator, Fund Counsel, Class Counsel and the Class Members;
 - (iii) forward all documents Electronically to all authorized persons;
 - (iv) receive all notices of appeal; and
 - (v) distribute all decisions of the Arbitrator;

- (c) establish a toll-free or local 416 or 647 phone number which will be designated as a help line for Class Members with questions about the Claim Forms and the claims process;
- (d) manage the public website and update this website by posting the frequently asked questions and answers;
- (e) decide whether persons are eligible Class Members and communicate those decisions in writing Electronically;
- (f) determine what level of compensation Class Members are entitled to receive and communicate those decisions in writing Electronically;
- (g) maintain all necessary records;
- (h) make all calculations;
- (i) perform all necessary accounting functions;
- (j) make decisions necessary for the orderly administration of this settlement; and
- (k) report to the Court when required and when the administration is completed.

POWERS AND RESPONSIBILITY OF THE ARBITRATOR

9. The Arbitrator is appointed to fulfill the duties and responsibilities set out in the Judgment and this Distribution Plan including but not limited to the following:

- (a) deal with all disputes requiring a determination including, without limitation, questions of fact, law or mixed fact and law;
- (b) establish a summary procedure to determine each dispute;
- (c) enter into mediation and/or arbitration proceedings as she establishes; and
- (d) deliver all decisions in writing Electronically to the Administrator for distribution within 30 days of completion of the hearing or process.

10. The decisions of the Arbitrator shall be final and conclusive and there shall be no appeal from her decisions whatsoever.

POWERS AND RESPONSIBILITY OF FUND COUNSEL

11. Fund Counsel is appointed to fulfill the duties and responsibilities dealing only with the category "Personal Injury and Damages". Under the Judgment and this Distribution Plan, Fund Counsel may:

- (a) make written submissions to the Arbitrator, if necessary or requested by the Arbitrator, within 7 days of receipt of the Class Member's written submission dealing with Personal Injury and Damages, including loss of income; and
- (b) make oral submissions to the Arbitrator in any mediation and/or arbitration proceedings dealing with Personal Injury and Damages, including loss of income.

TRANSFER OF INFORMATION FROM CLASS COUNSEL TO THE ADMINISTRATOR

12. Class Counsel will turn over to the Administrator its secure, electronic registration system which contains all of its pre-settlement information about Claimants and Class Members.

Class Counsel will provide to the Administrator the following information:

- (a) the names of individual(s) who opted out of the Action; and
- (b) any available names and contact information for individuals who contacted Class Counsel but who did not create a profile in the secure registration system.

THE CLAIMS PROCESS

13. Unless the Administrator agrees in advance to receive the Claim Form by fax or mail, each Claimant must submit a Claim Form for compensation under this Distribution Plan Electronically.

14. If a Claimant is:
- (a) deceased, the Claim Form may be submitted Electronically by the estate trustee or by the spouse or by any other of his or her family members; or
 - (b) a mentally incapable person, the Claim Form must be submitted Electronically by the Guardian of Property or the Attorney for Property or by the Public Trustee or by the spouse or by any other of his or her family members.
15. If a Claimant is:
- (a) a Minor, he or she must be represented by her/his parent(s) or person(s) with custody and any award to a Class Member who is a Minor shall be paid to the Accountant of the Ontario Superior Court of Justice to the credit of the minor, until the Minor attains the age of 18 years, at which time the Accountant shall pay the amount to the Class Member without any further order of the Court;
 - (b) a Minor who is 16 years old but has not yet attained the age of 18 years, he or she must be represented by her/his parent(s) or person(s) with custody, and the signature of the Minor is also required on all Claim Forms or elections to appeal; or
 - (c) a mentally incapable person, he or she must be represented by her/his Guardian of Property or the Attorney for Property or by the Public Trustee or by a spouse.
16. The Claimant must establish, on the balance of probabilities to the Administrator or to the Arbitrator, that he or she or it was a Class Member and that he or she or it is entitled to receive payment(s) under this Distribution Plan.
17. Unless the Administrator agreed in advance to receive the Claim Form by fax or mail, the Claimant or the Class Member has the right within 30 days of receiving the Administrator's decision to appeal to the Arbitrator by delivering notice of an appeal Electronically to the Administrator.

18. The Arbitrator will establish a summary procedure in accordance with the nature of the heads of damage.

19. The Arbitrator, within 30 days, will communicate each of her decisions in writing, Electronically, and by mail if she chooses, to all authorized persons, including the Administrator.

20. The decisions of the Arbitrator are final.

SUBROGATED INSURERS AND THE CITY OF TORONTO LOSSES

21. The amount of \$7,909,500 plus interest is reserved under this category.

22. Each Subrogated Insurer must submit a Claim Form supported by an affidavit including the following information:

- (a) Name, address, telephone number and email address of each insured;
- (b) Deductible amount for each insured;
- (c) Subrogated amounts paid by categories to each insured who were Class Members. For example, the categories were property loss, damage to contents, the amount of replacement accommodation and loss of income;
- (d) Number of days that each insured's property was uninhabitable, if known;
- (e) Total deductibles;
- (f) Total of the subrogated amounts paid to Class Members; and
- (g) Proofs of loss of each insured.

23. The Subrogated Insurers must submit this information Electronically in the format specified by the Administrator.

24. If a Subrogated Insurer is asked for information by the Administrator, the Subrogated Insurer must make its best efforts to comply with the Administrator's request and answer its questions.

25. The City of Toronto must submit a Claim Form supported by an affidavit explaining its loss arising from the explosion and/or fire.

26. The City of Toronto must submit its information Electronically in the format specified by the Administrator.

27. If the amounts in this category exceed \$7,909,500 plus interest, the payment to each Subrogated Insurers and to the City of Toronto will be calculated *pro rata* out of this \$7,909,500 plus interest only. If there is a surplus in this category, the surplus will be paid *pro rata* to the Subrogated Insurers and the City of Toronto only.

28. As soon as practical after the Claims Bar Date, SS and/or the Administrator will move to the Court for an order paying out the amounts to each Claimant in this category on notice to the City of Toronto and to each Subrogated Insurer that delivered a Claim Form.

DEDUCTIBLES

29. Under this category, SS will reserve \$100,000.

30. For the purposes of this category, in the first instance, the Administrator may accept the deductible amount that each Subrogated Insurer disclosed and deducted from each Class Member's insurance claim which was paid arising from the explosion and/or fire.

31. If the Subrogated Insurer does not disclose the deductible amount or documentation to the satisfaction of the Administrator, the Class Member must demonstrate that she or he or it was charged a deductible when settling with the insurance company in order to receive compensation under this category.

32. If the awards in this category exceed \$100,000, the payment to each Class Member will be calculated *pro rata*.

LOSS OF USE OF A CLASS MEMBER'S HOME OR EVACUATION

33. Under this category, SS will reserve \$2,500,000.

34. A Class Member may claim the amount set out in paragraph 35 if the Class Member was ordinarily resident in the Class Area and the Class Member's home was unavailable for occupancy or uninhabitable due to the explosion and/or fire on August 10, 2008, or the Class Member was evacuated on August 10, 2008.

35. The Administrator may award the following amounts to each Class Member:

- (a) \$200 to each Class Member who evacuated on August 10, 2008; and
- (b) \$50 per day to each Class Member for each day until he or she returned to their home.

36. If there is an appeal by the Class Member from the decision of the Administrator, the Arbitrator must decide this appeal on the record submitted to the Administrator by the Class Member. The Arbitrator cannot give the Class Member or the Administrator a further opportunity to introduce further or fresh evidence.

37. If awards in this category exceed \$2,500,000, the payment to each Class Member will be calculated *pro rata*.

OUT OF POCKET EXPENSES AND PECUNIARY LOSSES

38. Under this category, SS will reserve \$1,500,000.

39. The Administrator may award to the Class Member her, his or its out of pocket losses as a result of the explosion and fire on August 10, 2008. The Class Member must prove this loss by delivery to the Administrator of receipts, invoices or other satisfactory documentary proof, all prepared in the period of August 10, 2008 to February 10, 2009. If a Class Member proves that his or her home was not fit for occupancy by February 10, 2009, documentation prepared after February 10, 2009 may be considered by the Administrator.

40. If there is an allegation of asbestos contamination of soil within the Class Area, the Class Member who owned the property must deliver a soil test report and two estimates of the cost of remediation. The Class Member must prove to the Administrator that asbestos contamination was the result of the explosion and/or the fire on August 10, 2008.

41. If there is an appeal by the Class Member from the decision of the Administrator, the Arbitrator must decide this appeal on the record submitted to the Administrator by the Class Member. The Arbitrator cannot give the Class Member or the Administrator a further opportunity to introduce further or fresh evidence.

42. If awards in this category exceed \$1,500,000, the payment to each Class Member will be calculated *pro rata*.

LOSS OF INCOME AND BUSINESS INCOME

43. Under this category, SS will reserve \$1,800,000.

44. The Administrator may award to a Class Member a loss of income or business loss or rental loss as a result of the explosion and/or fire on August 10, 2008. Each Class Member must submit reliable documentation to the Administrator to prove a loss, such as a letter from an employer or income tax returns or an accountant's report or other satisfactory proof.

45. If there is an appeal by the Class Member from the decision of the Administrator, the Arbitrator must decide this claim on the record submitted to the Administrator by the Class Member. The Arbitrator cannot give the Class Member or the Administrator a further opportunity to introduce further or fresh evidence.

46. If awards in this category exceed \$1,800,000, the payment to each Class Member will be calculated *pro rata*.

PHYSICAL INJURIES AND DAMAGES

47. Under this category, SS will reserve \$2,000,000.

LEVEL A1: \$500 FOR MINOR PHYSICAL INJURY

48. The Class Member must make a formal declaration in the Claim Form (or on behalf of the Class Member, in the case of a Minor) describing the Class Member's minor injury and the duration of his or her minor injury. The Class Member does not need to produce any hospital or medical records.

49. The Administrator may award \$500 to a Class Member if he or she sustained minor injury during the explosion and/or evacuation which healed completely, such as minor sprains, cuts, bruises, and there was no immediate or any visit to a physician or a hospital.

LEVEL A2: \$2,500 PLUS MEDICAL EXPENSES AND COSTS OF RECORDS NOT COVERED BY INSURANCE

50. The Class Member must complete a formal declaration in the Claim Form (or on behalf of the Class Member, in the case of a Minor). The Class Member must deliver to the Administrator Contemporaneous Medical Records as defined in paragraph 1(m).

51. The Administrator may award \$2,500 to a Class Member, if he or she sustained musculo-skeletal (soft tissue) injuries during the explosion and/or evacuation which lasted up to 6 months.

Level A3: \$25,000 PLUS MEDICAL EXPENSES AND COSTS OF RECORDS NOT COVERED BY INSURANCE

52. The Class Member must describe in the Claim Form (or on behalf of the Class Member, in the case of a Minor) any orthopedic injuries such as broken bones, fracture, muscle tears, ligament damage sustained during the explosion and/or evacuation which healed with no serious, ongoing impairments.

53. The Class Member must deliver to the Administrator Contemporaneous Medical Records, as defined in paragraph 1(m), and any imaging which was done. The Class Member may deliver any other medical information from a physician or hospital records. Claims for medical expenses not covered by insurance must be supported by a letter from a physician or health practitioner qualified to recommend the medical expenses which the Class Member paid.

54. The Administrator may award \$25,000 plus medical expenses not covered by insurance and supported by medical records.

Level A4: \$50,000 PLUS ALL PECUNIARY DAMAGES, NOT COVERED BY INSURANCE OR SUCH AMOUNT ASSESSED BY AN ARBITRATOR

55. The Class Member must describe in the Claim Form (or on behalf of the Class Member, in the case of a Minor) any permanent, serious impairment of an important bodily function caused by physical injuries sustained during the explosion and/or evacuation. The Class Member may deliver medical information from a physician or hospital records.

56. The Class Member must deliver to the Administrator Contemporaneous Medical Records as defined in paragraph 1(m), and any imaging which was done. The Class Member must deliver an opinion from a specialist identifying the nature of the injury and expressing an opinion on how the Class Member's injury caused permanent, serious impairment of an important bodily function caused by physical injuries sustained during the explosion and/or evacuation.

57. The Class Member may elect to have his or her claim assessed by the Arbitrator. Any Class Member making this request must submit a report from a physician which provides an opinion on how the Class Member's injury caused permanent, serious impairment of an important bodily function caused by physical injuries sustained during the explosion and/or evacuation.

58. The Administrator or Arbitrator may award \$50,000 plus pecuniary damages plus medical expenses not covered by insurance and the costs of records.

APPEALS FROM THE ADMINISTRATOR'S DECISIONS IN LEVEL A1, A2, A3 AND A4

59. If there is an appeal by the Class Member from the decision of the Administrator at Levels A1, A2, A3 and A4, the Arbitrator must decide this claim on the record submitted to the Administrator. The Arbitrator cannot give the Class Member or the Administrator a further opportunity to introduce further or fresh evidence.

CATEGORY B: PSYCHIATRIC INJURIES**LEVEL B1: \$700 MINOR PSYCHIATRIC INJURIES**

60. The Class Member must describe in the Claim Form (or on behalf of the Class Member, in the case of a Minor) any anxiety, fearfulness, nightmares, sleeplessness, irritability, emotional distress or the temporary increase of other physical or emotional problems such as asthma, depression or other psychiatric conditions as a result of the explosion and/or evacuation and the symptoms have completely reduced without medical attention and the symptoms have completely resolved within 10 days.

61. The Class Member did not have to visit a physician or attend a hospital as a result of the explosion and/or evacuation and no medical records are required to be produced by the Class Member.

62. The Class Member must make a formal declaration in the Claim Form (or on behalf of the Class Member, in the case of a Minor) describing the Class Member's minor psychiatric injuries and when the symptoms have completely resolved.

63. The Administrator will award \$700 to qualified Class Members under Level B1.

LEVEL B2: \$2,500 PLUS MEDICAL EXPENSES AND COSTS OF RECORDS NOT COVERED BY INSURANCE

64. The Class Members must describe in the Claim Form any anxiety, fearfulness, nightmares, sleeplessness, irritability, emotional distress or the temporary increase of other

physical or emotional problems such as asthma, depressions or other psychiatric conditions as a result of the explosion and/or evacuation and the symptoms have completely resolved within 90 days with medical attention.

65. The Class Member must produce a letter from a psychiatrist or psychologist or physician identifying a disorder and expressing the opinion the disorder was caused as a result of the explosion and/or evacuation and symptoms resolved within 90 days.

66. Contemporaneous records are not required, but may be helpful to the Administrator.

67. The Administrator will award \$2,500 plus medical expenses and cost of records not covered by insurance to qualified Class Members under Level B2.

LEVEL B3: \$10,000 PLUS MEDICAL EXPENSES AND COSTS OF RECORDS NOT COVERED BY INSURANCE

68. The Class Members must describe in the Claim Form any anxiety, fearfulness, nightmares, sleeplessness, irritability, emotional distress or the temporary increase of other physical or emotional problems such as asthma, depressions or other psychiatric conditions as a result of the explosion and/or evacuation and the duration of the symptoms was more than 90 days and the symptoms resolved within one year.

69. The Class Member must deliver to the Administrator Contemporaneous Medical Records as defined in paragraph 1(m).

70. The Class Member must also produce a letter from a psychiatrist or psychologist identifying a disorder and expressing the opinion this disorder was caused or contributed to by the explosion and/or evacuation. The psychiatrist or psychologist must express an opinion that the duration of the symptoms was more than 90 days and the symptoms resolved within one year. If a claim for medical expenses was not covered by insurance, the letter from the psychiatrist or psychologist must support the need for the medical expenses not covered by insurance.

71. The Administrator will award \$10,000 plus medical expenses plus the cost of records not covered by insurance to qualified Class Members under Level B3.

LEVEL B4: \$15,000 PLUS MEDICAL EXPENSES AND COSTS OF RECORDS NOT COVERED BY INSURANCE

72. The Class Members must describe in the Claim Form any anxiety, fearfulness, nightmares, sleeplessness, irritability, emotional distress or the temporary increase of other physical or emotional problems such as asthma, depressions or other psychiatric conditions as a result of the explosion and/or evacuation and the duration of the symptoms was more than 90 days but the symptoms resolved within 18 months following the explosion.

73. The Class Member must deliver to the Administrator Contemporaneous Medical Records as defined in paragraph 1(m).

74. The Class Member must also produce a letter from a psychiatrist or psychologist identifying a disorder and expressing the opinion this disorder was caused or contributed to by

the explosion and/or evacuation. The psychiatrist or psychologist must express an opinion that the duration of the symptoms was more than 90 days and the symptoms resolved within 18 months. If a claim for medical expenses was not covered by insurance, the letter from the psychiatrist or psychologist must support the need for the medical expenses not covered by insurance.

75. The Administrator will award \$15,000 plus medical expenses plus the cost of records not covered by insurance to qualified Class Members under Level B4.

LEVEL B5: \$25,000 PLUS MEDICAL EXPENSES AND COSTS OF RECORDS NOT COVERED BY INSURANCE

76. The Class Members must describe in the Claim Form any anxiety, fearfulness, nightmares, sleeplessness, irritability, emotional distress or the temporary increase of other physical or emotional problems such as asthma, depressions or other psychiatric conditions as a result of the explosion and/or evacuation with no resolution of symptoms.

77. The Class Member must deliver to the Administrator Contemporaneous Medical Records as defined in paragraph 1(m)

78. The Class Member must also produce a letter from a psychiatrist or psychologist identifying a disorder and expressing the opinion this disorder was caused or contributed to by the explosion and/or evacuation. The psychiatrist or psychologist must express an opinion that there has been no resolution of the symptoms. If a claim for medical expenses was not covered

by insurance, the letter from the psychiatrist or psychologist must support the need for the medical expenses not covered by insurance.

79. The Administrator will award \$25,000 plus medical expenses plus the cost of records not covered by insurance to qualified Class Members under Level B5.

LEVEL B6: \$50,000 PLUS ALL PECUNIARY DAMAGES NOT COVERED BY INSURANCE OR SUCH AMOUNT TO BE ASSESSED BY AN ARBITRATOR

80. A chronic psychiatric disorder as defined in DSM-5 causing a level of impairment that significantly impedes useful functioning in at least one of four aspects: limitations in activities of daily living; social functioning; concentration, persistence, and pace; and deterioration or decompensation in work or work-like settings as described in chapter 14 of the American Medical Association Guides to the Evaluation of Permanent Impairment fourth edition.

81. The Class Member may assert a chronic psychiatric disorder in the Claim Form. He or she must deliver to the Administrator a letter from a psychiatrist identifying a chronic psychiatric disorder and explaining why there exists a marked impairment caused by the disorder and expressing the opinion that the marked impairment and disorder was caused or contributed to by the explosion and/or the evacuation.

82. The Class Member must deliver to the Administrator Contemporaneous Medical Records as defined in paragraph 1(m) and other medical records evidencing that he or she underwent some medical treatment since the explosion and/or evacuation consistent with this type of diagnosis.

83. Level B6 Class Members may elect to have his or her claim assessed by the Arbitrator. Any Class Member making this request must submit a report from a psychiatrist which provides an opinion that the alleged psychiatric disorder meets the Level B6 criteria.

84. The Administrator or Arbitrator may award \$50,000 plus all pecuniary damages not covered by insurance plus disbursements associated with the Class Member's Level B6 claim.

APPEALS FROM THE ADMINISTRATOR'S DECISIONS IN LEVELS B1 to B6

85. If there is an appeal by the Class Member from the decision of the Administrator at Levels B1 to B6, the Arbitrator must decide this claim on the record submitted to the Administrator. The Arbitrator cannot give the Class Member or the Administrator a further opportunity to introduce further or fresh evidence.

RE-ALLOCATION OF EXCESS FUNDS

86. After all the eligibility challenges, awards and appeals are final, the Administrator must total all awards in each category separately.

87. If the total amount awarded to the Class Members in any given category is more than the reserve amount for the category, the payment to each Class Member shall be reduced *pro rata* for that category, and the amount of the shortfall in the category will be calculated.

88. If the total amount awarded to the Class Members in any given category is less than the reserve amount, each Class Member in that category will be paid in full and the surplus will be calculated.

89. All shortfalls will share in total surplus, if any, *pro rata*.

90. If there remains any surplus after all reallocations are calculated, the surplus will be paid to the Class Members, *pro rata*, excluding the Subrogated Insurers and the City of Toronto.

REPORTING TO THE COURT AND DISTRIBUTION OF SETTLEMENT FUNDS

91. After all eligibility challenges, awards and appeals are final, the Administrator shall deliver a report Electronically to Class Counsel, counsel for the Subrogated Insurers and City of Toronto, the Children's Lawyer, and the Public Trustee, listing each Class Member and the amount that he or she will receive under this Distribution Plan.

92. The Court will decide whether or not this report will be sealed in whole or in part.

93. If the Court is satisfied with the Administrator's report, the Court shall approve the distribution and/or make any other order that the Court deems appropriate.

94. After distributing the cheques to the Class Members, inevitably, there will be some cheques that will not be negotiated. After six months, each cheque that has not been negotiated

will be cancelled, and the funds will be paid to the City of Toronto, Office of Emergency Management which supported some of the Class Members.

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