

SCHEDULE "B" - DISTRIBUTION PLAN

DEFINED TERMS

1. For the purposes of this Distribution Plan, the definitions set out in the Settlement Agreement, except as modified herein, apply to and are incorporated into this Distribution Plan and, in addition, the following definitions apply:
 - (a) **"Distribution List"** means a list containing the name and address of each Class Member entitled to receive a distribution, and the calculation of the Class Member's pro rata share of the Net Settlement Amount.
 - (b) **"Eligible Class Member"** means a Class Member who submits a properly completed Claim Form and all required supporting documentation to the Claims Administrator, on or before the Claims Deadline;
 - (c) **"Plan"** means this distribution plan; and
 - (d) **"Settlement Agreement"** means the settlement agreement signed by the Parties in the Class Action which was approved by the Order of the Court dated May 1, 2018.

THE OVERVIEW

2. The Distribution Plan contemplates a determination of eligibility and an allocation and distribution to each Eligible Class Member of a pro rata share of the Net Settlement Amount calculated as the proportion of his/her/its losses in relation to the total losses of all members of the Class.

GENERAL PRINCIPLES OF THE ADMINISTRATION

3. The administration to be established shall:
 - (a) Implement and conform to the Plan; and
 - (b) Employ secure and paperless systems with electronic record keeping, wherever practical.

THE CLAIMS ADMINISTRATOR

4. The Claims 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 in accordance with their terms, subject to the direction of the Court and Class Counsel.

5. The Claims Administrator shall administer the Plan under the oversight and direction of the Court and Class Counsel and act as trustee in respect of the Net Settlement Amount.
6. The Claims Administrator shall develop, implement and operate an administration system, utilizing electronic technology and system where practical, for the following:
 - (a) Receipt of data, information and documents concerning Class Members;
 - (b) Claim evaluation, analyses and decisions;
 - (c) Distribution analyses and Class payout;
 - (d) Administration Expense payment; and
 - (e) Cash management, audit control and reporting.
7. The Claims Administrator's duties and responsibilities shall include the following:
 - (a) Receiving the Net Settlement Amount from Class Counsel and holding it in an interest bearing trust account;
 - (b) Preparing any documents, information or protocols required for submission to and approval of the Court;
 - (c) Developing, implementing and operating electronic systems and procedures for receiving, processing, evaluating and decision making respecting claims of Class Members, including making all necessary inquiries to determine the validity of such claims;
 - (d) Making a timely decision in respect of claims filed, giving notice of its decision respecting claims promptly and making payment to Authorized Claimants in a timely fashion;
 - (e) 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;
 - (f) Distributing and reporting on any settlement payments;

- (g) During the distribution phase, instituting a tracing process to locate the current address for those Class Members whose payment from the Claims Administrator is returned "address unknown";
- (h) Making payments of Administration Expenses;
- (i) Maintaining a database with all information necessary to permit the Court and Class Counsel to evaluate the progress of the administration from time to time;
- (j) Reporting to the Court and to Class Counsel respecting claims received and administered, and Administration Expenses; and
- (k) Preparing such financial statements, reports and records as directed by the Court or required by Class Counsel.

CLASS COUNSEL

8. Class Counsel shall have such powers and rights reasonably necessary to discharge their duties and responsibilities to oversee the implementation, administration and operation of the Settlement Agreement and Plan in accordance with their terms subject to the direction of the Court.
9. The duties and responsibilities of Class Counsel shall include:
 - (a) Overseeing the establishment and operation of the administration of the Plan;
 - (b) Reviewing and submitting to the Court such plans prepared for the Claims Administrator as may be required for the acceptance, processing and payment of the claims;
 - (c) Receiving and assessing information from the Claims Administrator; and
 - (d) Applying to the Court for advice and direction, where necessary.

THE CLAIMS PROCEDURE

10. The Claims Administrator shall, in accordance with the Settlement Agreement and Plan, determine the eligibility of claimants and the compensation each is entitled to and distribute the Net Settlement Amount to Eligible Class Members subject to the terms and conditions set out herein.

11. In order to participate in the distribution of the Net Settlement Amount, a Class Member must submit to the Claims Administrator, on or before the Claims Deadline, a completed Claim Form and all other required supporting documents.
12. The required supporting documentation which a Class Member must submit to the Administrator include:
 - (a) A completed Claim Form; and
 - (b) If the claimant is acting in a representative capacity for a Class Member, documents confirming his/her/its authority to act such as power of attorney or other document evidencing authority to act for the Class Member.
13. Once a Claim Form and required supporting documentation are received, the Claims Administrator shall:
 - (a) Decide whether the Class Member is eligible to participate in the distribution; and
 - (b) If the Class Member is determined to be eligible, calculate his/her/its share of compensation in accordance with the terms of the Plan.
14. A decision of the Claims Administrator in respect of a claim will be final and binding upon the Class Member, subject to any Order or direction to the contrary by the Court.
15. If a Class Member disputes the Claims Administrator's decision, whether in whole or in part, the Class Member may appeal the decision by bringing an Application, on notice to Class Counsel and the Claims Administrator, in the Court. The Application must be served within 15 days after the Claims Administrator renders its final decision. The Class Member must use its/his/her best efforts to ensure that the motion is scheduled and heard within 120 days after the notice has been served. A decision of the Court shall be binding and no further appeal shall lie therefrom.
16. Any Class Member who does not submit a Claim Form and required supporting documentation with the Claims Administrator on or before the Claims Deadline will not be permitted to participate in the distribution without permission of Class Counsel or the Court. The Claims Administrator will not accept or process any Claim Form received after the Claims Deadline unless directed to do so by Class Counsel or the Court.

THE METHOD OF DETERMINING THE LOSSES OF EACH CLASS MEMBER

17. Claimants will submit their names and unique personal information to the Claims Administrator, RicePoint Administration Inc., by the designated Claims Deadline. RicePoint Administration Inc. will assess whether a claimant is a Class Member and, if so, whether the Class Member suffered a loss during the Class Period and the amount of that loss.
18. In order to determine if a loss occurred:
 - (a) If a Class Member purchased APX securities in the period April 26, 2011 to November 6, 2013 and retained all the securities to the end of the Class Period, the loss is the total aggregate purchase price of those securities;
 - (b) If a Class Member purchased APX securities in the period April 26, 2011 to November 6, 2013 but sold some or all of their APX securities on or prior to November 6, 2013, the loss is the difference between the total aggregate purchase price of their securities, less the total aggregate sale price received for those sold securities.

FINAL DISTRIBUTION

19. Once all Claims that are submitted by the Claims Deadline have been processed, RicePoint Administration Inc. will then determine the total amount of net losses for all Class Members.
20. Each Authorized Class Member's actual compensation from the Net Settlement Amount will be his/her/its *pro rata* share of the Net Settlement Amount. Entitlements of less than \$5.00 will not be paid.
21. If a Class Member disputes the Claims Administrator's decision, whether in whole or in part, the Class Member may appeal the decision by bringing an Application, on notice to the Plaintiffs, Class Counsel and the Claims Administrator, in the Court. The notice must be served within 15 days after the Claims Administrator renders its final decision. The Class Member must use its/his/her best efforts to ensure that the motion is scheduled and heard within 120 days after the notice has been served. A decision of the Court shall be binding and no further appeal shall lie therefrom.
22. If there is a positive balance after one hundred and eighty (180) days from the date of distribution of the Net Settlement Amount to Class Members, the Claims Administrator shall, if feasible, allocate such balance among Class Members in an equitable and

economic fashion. Any balance below \$25,000.00 which still remains thereafter shall be donated to the Alberta Securities Commission to be used solely for the purpose of educating investors and promoting or otherwise enhancing knowledge and information of persons regarding the operation of the securities and financial markets