

DISTRIBUTION PROTOCOL

DEFINITIONS.....	1
CALCULATION OF SETTLEMENT BENEFITS.....	3
THE CLAIM PROCESS.....	3
The Claims Filing Process	3
Adjustments to Claims Process and Extension of the Claims Filing Deadline	4
Deficiencies.....	4
The Claims Review Process.....	4
Class Member Objections	5
Payment of Claims.....	5
Residual Funds.....	6

DEFINITIONS

1. For the purposes of this Distribution Protocol:

- (a) ***Claim Deadline*** means the final date on which a Class Member may submit a Claim Form, which is two (2) months from the date that the Claim Form is mailed to Class Members.
- (b) ***Claim Form*** means the form that a Settlement Class Member must complete and submit before the Claim Deadline in order to be considered for settlement benefits under this Distribution Protocol.
- (c) ***Class Counsel*** means Siskinds LLP.
- (d) ***Class and Class Member*** means any person or entity who deposited, invested, or contributed funds in, through, with or to CCI Canada Ltd., CCI Capital Corp., CCI Investments Inc., and/or Phoenix Financial Group Inc. and who were clients of, received advice from, were solicited by, or received representations from Jim Wilson, 1009863 Ontario Inc. (c.o.b. as Wilson Insurance and Financial Services) or 545182 Ontario Inc., excluding the Defendants and their officers, directors, shareholders, employees, agents, partners and spouses and persons or entities who opted out of this action.
- (e) ***Court*** means the Ontario Superior Court of Justice.
- (f) ***Decision Notice*** has the meaning set out in paragraph 14.
- (g) ***Defendants*** means CCI Capital Canada Limited, CCI Capital Corp., CCI Investments Inc., Centurion Developments Ltd., Ravi Chaudhary, Robert James

Emerson, Environment Regeneration Systems Inc., IPO Capital Corp., Integrated Business Concepts Inc., Ricardo Molinari, Niddrie & Associates Ltd. (c.o.b. as “Wilson Insurance and Financial Services”), Phoenix Financial Group Inc., Phoenix Financial Group (2000) Inc., Vince Villanti, James Wilson, 1009863 Ontario Inc. (c.o.b. as “Wilson Insurance And Financial Services”), and 1545182 Ontario Inc. (c.o.b. as “Wilson Insurance Brokers”).

- (h) ***Eligible Investments*** means the outstanding principal deposited, invested, or contributed in, through, with or to CCI Canada Ltd., CCI Capital Corp., CCI Investments Inc., and/or Phoenix Financial Group Inc.
- (i) ***Net Settlement Proceeds*** means the settlement amounts achieved through the Settlement Agreements and the funds recovered from the bank account of Phoenix Financial Group Inc., plus interest, less any amounts approved by the Court in respect of Class Counsel fees or disbursements.
- (j) ***Proof of Investment*** means documents that verify the value of a Class Member’s Eligible Investments, including certificates of deposit, confirmation letters, cheques, receipts, statements, or other comparable proof that is acceptable to Class Counsel.
- (k) ***Settlements*** means the settlement reached with Niddrie & Associate Ltd. (c.o.b. as Wilson Insurance and Financial Services) in the amount of \$50,000 and the settlement reached with IPO Capital Corp. in the amount of \$115,000.

CALCULATION OF SETTLEMENT BENEFITS

2. For each Class Member who files a Claim Form by the Claims Deadline, Class Counsel will determine the value of the Class Member's Eligible Investments based on information contained in Class Counsel's records and/or Proof of Investment provided by the Class Member.
3. Net Settlement Proceeds will be distributed *pro rata* (proportionately) based on the value of the Class Member's Eligible Investments as against the value of all Class Members' Eligible Investments.
4. Notwithstanding any other provision in this Distribution Protocol, if the distribution would result in an unjust distribution, Class Counsel will seek further directions from the Court with respect to the distribution of the Net Settlement Proceeds.

THE CLAIM PROCESS

The Claims Filing Process

5. The Claim Form will be in a form as approved by the Court.
6. To the extent possible, Class Counsel will pre-populate Claim Forms with information about each Class Member's Eligible Investments based on information provided by Class Members to Class Counsel during the litigation. If the Class Member agrees with Class Counsel's assessment of their Eligible Investments, no further proof will be required from the Class Member.
7. If the Class Member disagrees with the information pre-populated in their Claim Form or Class Counsel does not already have Proof of Investment for a Class Member, the Class Member will be required to provide Proof of Investment to substantiate their claim.

8. All Claim Forms must be submitted by regular mail, courier mail or email to the address listed in the Claim Form.
9. Subject to further Court order and paragraph 10, all Claim Forms must be received or postmarked on or before the Claim Deadline and Claim Forms submitted after the Claim Deadline shall be rejected.

Adjustments to Claims Process and Extension of the Claims Filing Deadline

10. At the discretion of Class Counsel, the Claims Filing Deadline may be extended, and the claims process adjusted. Class Counsel shall only extend the Claims Filing Deadline and/or adjust the claims process if, in their opinion, doing so will not adversely affect the fair and efficient administration of the Net Settlement Proceeds and it is in the best interests of the Class Members to do so.

Deficiencies

11. If, during claims processing, Class Counsel finds that deficiencies exist in a Class Member's claim that preclude the proper processing of such claim, Class Counsel shall notify the Class Member of the deficiencies. The Class Member shall be provided thirty (30) days from the mailing or emailing of the deficiency notice to correct the deficiency. In its sole discretion, Class Counsel can extend the deadline for correcting deficiencies.
12. If the deficiencies are not corrected within the allotted time, Class Counsel shall reject the claim. The Class Member will have no further opportunity to correct the deficiency.

The Claims Review Process

13. Class Counsel shall process all claims in accordance with the terms of this Distribution Protocol and orders of the Court.

14. Class Counsel shall send Class Members by email or regular mail, a notice (the “**Decision Notice**”) which advises the Class Member:
- (a) whether the claim has been approved or rejected;
 - (b) if approved, the value of the Class Member’s Eligible Investments; and
 - (c) if rejected, in whole or part, the grounds for rejecting all or part of the claim.
15. The Decision Notice shall also advise class members of their right to object to Class Counsel’s decision.

Class Member Objections

16. Class Members will have the ability to object to their allocation by submitting written submissions to Class Counsel. The deadline to submit an objection will be 30 days after the date the Decision Notice is mailed. All objections will be submitted to the Court and Class Counsel will bring a motion to resolve any objections.

Payment of Claims

17. If there are no objections, or after all objections are resolved, Class Counsel shall make arrangements to pay approved claims as expeditiously as possible.
18. Payment will be made by cheque.
19. All settlement benefits will be calculated in Canadian currency and settlement benefits will be paid in Canadian currency.

Residual Funds

20. To the extent that there are residual settlement funds from uncashed cheques or otherwise, the remaining funds will be distributed as follows:
- (a) if the remaining funds are less than \$2000, the money will be distributed *cy pres* to Pro Bono Canada; or
 - (b) if the remaining funds are \$2000 or more, the remaining funds (less any administrative costs associated with the mailing of cheques) will be redistributed to eligible Class Members *pro rata* based on the value of their Eligible Investments. Any Class Member who failed to cash their original cheque will be excluded from this distribution.