

SCHEDULE B

DISTRIBUTION PROTOCOL

Definitions

Capitalized terms herein have the same meaning as in the Settlement Agreement. In addition, for purposes of this Distribution Protocol:

"Compensation Fund" means the Settlement Fund less: (i) all Court-approved Class Counsel Fees and expense reimbursements; and (ii) all notice and administration costs.

"Disposition Proceeds" means the total proceeds paid to the Settling Class Member (less brokerage commissions) in consideration of all of his, her or its sale(s) of IPSs; provided however that, with respect to any IPSs that the Settling Class Member purchased during the Class Period and that the Settling Class Member continued to hold beyond November 16, 2005, the Disposition Proceeds for such IPSs shall be deemed to be CAN\$0.94 per IPS, whether or not the Settling Class Member actually sold such IPSs after November 16, 2005;

"FIFO" means the principle of first-in first-out, and requires, in the case of a Two-Class Purchaser whose IPSs were commingled, that the IPSs purchased first by the Two-Class Purchaser be deemed to have been sold completely before IPSs purchased later are sold;

"Net Loss" means that the Settling Class Member's Disposition Proceeds are less than the Settling Class Member's Purchase Price, and is the difference between: (1) the Settling Class Member's Purchase Price; and (2) the Settling Class Member's Disposition Proceeds;

"Prospectus IPSs" means IPSs purchased during the Class I Period;

"Purchase Price" means the total monies paid by the Settling Class Member (including brokerage commissions) to acquire Prospectus IPSs or TSX IPSs (as the case may be);

"TSX IPSs" means IPSs purchased during the Class II Period; and

"Two-Class Purchaser" means a Settling Class Member who purchased both Prospectus IPSs and TSX IPSs.

Variables in the Calculation of Compensation

The amount of each Settling Class Member's actual compensation from the Compensation Fund will depend upon:

(1) the number of IPSs purchased by the Settling Class Member during the Class Period, and the prices at which the Settling Class Member purchased and sold (or is deemed to have sold) such IPSs;

(2) whether or not the Settling Class Member sustained a Net Loss and, if so, the amount of the Settling Class Member's Net Loss;

- (3) whether the Settling Class Member purchased Prospectus IPSs and/or TSX IPSs;
- (4) whether or not the Settling Class Member sold some or all of his, her or its IPSs during the Class II Period;
- (5) whether the Settling Class Member continues to hold, at the time of the Settling Class Member's submission of a Claim Form to the Claims Administrator, some or all of the IPSs that he, she or it acquired during the Class Period;
- (6) whether the Settling Class Member is a Two-Class Purchaser and, if so, whether the IPSs purchased by the Settling Class Member were commingled; and
- (7) the number of Prospectus IPSs and TSX IPSs purchased by Settling Class Members who timely file valid Claim Forms with the Claims Administrator.

In order to receive compensation under this Settlement Agreement, a Settling Class Member must have sustained a Net Loss. Each Settling Class Member who timely submits a valid Claim Form, and who is eligible for compensation, will be entitled to receive compensation, calculated by the Claims Administrator, according to the formulae set forth below.

Methodology for Calculating the Settling Class Member's *Actual* Compensation from the Compensation Fund

The Settling Class Member's *actual* compensation from the Compensation Fund will be his, her, or its ***pro rata* share of the Compensation Fund, based on his, her or its estimated damages, calculated pursuant to the formulae set forth below.** Therefore, each Settling Class Member's *actual* compensation is likely to be less than the Settling Class Member's estimated damages.

The estimated damages of each Settling Class Member will be determined as follows:

(1) For Settling Class Members who purchased only Prospectus IPSs and who did not dispose of any of such IPSs prior to November 15, 2005:

The Settling Class Member's estimated damages are the number of Prospectus IPSs purchased by such Settling Class Member, multiplied by an estimated per-IPS inflation of CAN\$4.26.

(2) For Settling Class Members who purchased only TSX IPSs and who did not dispose of any of such IPSs prior to November 15, 2005:

The Settling Class Member's estimated damages are the lesser of: (a) his, her or its Net Loss; and (b) the number of TSX IPSs purchased by such Settling Class Member, multiplied by an estimated average per-IPS inflation of CAN\$1.87.

(3) For Settling Class Members who purchased only Prospectus IPSs and who sold some or all of such IPSs prior to November 15, 2005:

The Claims Administrator will apply the formula set forth in (1) above, except that, with respect to any Prospectus IPSs sold by the Settling Class Member prior to November 15, 2005, the estimated average per-IPS inflation will be \$0.75.

(4) For Settling Class Members who purchased only TSX IPSs and who sold some or all of such IPSs prior to November 15, 2005:

The Claims Administrator will apply the formula set forth in (2) above, except that, with respect to any TSX IPSs sold by the Settling Class Member prior to November 15, 2005, the estimated average per-IPS inflation will be \$0.56.

(5) For Settling Class Members who are Two-Class Purchasers and who satisfy the Claims Administrator that their Prospectus IPSs remained segregated at all material times from their TSX IPSs:

The Claims Administrator will apply the formulae set forth in (1) and (3) above to the Settling Class Member's Prospectus IPSs, and will apply the formulae set forth in (2) and (4) above to the Settling Class Member's TSX IPSs, and the Settling Class Member's total estimated damages shall be the aggregate of his, her or its estimated damages in respect of: (a) Prospectus IPSs; and (b) TSX IPSs.

(6) For Settling Class Members who are Two-Class Purchasers and whose Prospectus IPSs and TSX IPSs are deemed by the Claims Administrator to have been commingled:

The Claims Administrator will apply FIFO in determining the time at which the Settling Class Member sold his, her or its IPSs, and will then apply the applicable formulae set forth in (1) to (4) above.

Commingling of the Prospectus IPSs and the TSX IPSs of Two-Class Purchasers

In calculating the estimated damages sustained by a Settling Class Member who is a Two-Class Purchaser, the Claims Administrator will assume that the Settling Class Member's Prospectus IPSs and TSX IPSs were commingled, unless the Settling Class Member is able to satisfy the Claims Administrator, through the furnishing of appropriate documentation and other information, that the Settling Class Member's Prospectus IPSs were segregated at all material times from the Settling Class Member's TSX IPSs.

Identification of Prospectus IPSs and TSX IPSs

For purposes of distributing the Compensation Fund to the Settling Class Members, the Claims Administrator will assume that all IPSs purchased at a price of CAN\$10.00 per IPS are Prospectus IPSs, and that all IPSs purchased at a price of less than CAN\$10.00 per IPS are TSX IPSs.

Provisional Determinations of *Actual Compensation*

Within sixty (60) days of the date by which all Claim Forms must be filed, the Claims Administrator shall send to each Settling Class Member who has submitted a Claim Form, and whose Claim Form was rejected in whole or in part, a notice disclosing the complete or partial rejection of the Claim Form and the reasons for such rejection (the "Rejection Notice").

Dispute Resolution Mechanism

In the event that a Settling Class Member disputes the Claims Administrator's decision to reject his, her or its Claim Form, whether in whole or in part (a "Dispute"), the Settling Class Member may bring the Dispute before a Referee appointed by the Canadian Courts for that purpose.

The Referee will be bilingual.

The Settling Class Member may initiate a Dispute by submitting written correspondence to the Claims Administrator within twenty (20) days of the date of his, her or its Rejection Notice. The correspondence must state the Settling Class Member's reasons for the Dispute, and must be accompanied by a certified cheque or money order, payable to the Claims Administrator, in the amount of CAN\$250, which will be applied to the cost of the reference. Upon receiving notice from a Settling Class Member that he, she or it elects to initiate a Dispute, the Claims Administrator, as soon as practicable, will advise Ontario Class Counsel (if the Settling Class Member resides outside of Québec) or Québec Class Counsel (if the Settling Class Member resides in Québec), as well as the Referee, in writing of the initiation of the Dispute and of the Claims Administrator's reasons for having rendered the decision to which the Dispute relates (with a copy to the Settling Class Member), and will provide to Ontario or Québec Class Counsel (as the case may be) and the Referee a copy of the Settling Class Member's correspondence stating the reasons for the Dispute.

Within twenty (20) days of their receipt of the Settling Class Member's and the Claims Administrator's written submissions with respect to the Dispute, Ontario Class Counsel or Québec Class Counsel (as the case may be) shall deliver to the Referee (with copies to the Claims Administrator and to the Settling Class Member initiating the Dispute) a written statement of their position with respect to the Dispute. If within the aforesaid period Class Counsel do not deliver to the Referee a written statement of their position with respect to the Dispute, then Class Counsel will be deemed to have taken no position with respect thereto.

All Disputes shall be resolved on the basis of written submissions, and in no case on the basis of an in-person or other oral hearing. The Referee will render his, her or its decision with respect to all Disputes within thirty (30) days of the date by which Class Counsel is required to state their position with respect to the Dispute.

The decision of the Referee shall be final and there shall be no right of appeal or judicial review from the Referee's decision. The Referee shall distribute a copy of the decision to the objecting Settling Class Member, the Claims Administrator and Class Counsel. If the Settling Class Member is in any way successful on the reference, the CAN\$250 deposit shall be returned to the Settling Class Member, but if totally unsuccessful, the CAN\$250 deposit shall be applied to the cost of the Referee.

To the extent that the fees and disbursements of the Referee are not covered by payments made by Settling Class Members who unsuccessfully Dispute a decision of the Claims Administrator, such fees and disbursements shall be paid from the Settlement Fund.

Final Distribution

No later than sixty (60) days following the adjudication of all Disputes, the Claims Administrator will make final distributions of compensation to the Class Members. In so doing, the Claims Administrator will deduct from any payments otherwise due to the Québec Class Members any amounts owing to the Québec *Fonds d'Aide*.