

**SETTLEMENT AGREEMENT**

MADE AS OF THE 19<sup>th</sup> DAY OF FEBRUARY, 2013

BETWEEN

**ANDREW SORENSEN**

– and –

**EASYHOME LTD.  
DAVID INGRAM  
STEVE GOERTZ  
CHRIS FREGREN**

<b>SECTION 1 – RECITALS</b> .....	<b>4</b>
<b>SECTION 2 – DEFINITIONS</b> .....	<b>5</b>
<b>2.1 DEFINITIONS</b> .....	<b>5</b>
<b>SECTION 3 – APPROVAL AND NOTICE PROCESS</b> .....	<b>9</b>
<b>3.1 FIRST MOTION AND NOTICE</b> .....	<b>9</b>
<b>3.2 APPROVAL MOTION AND NOTICE</b> .....	<b>9</b>
<b>3.3 NOTICE OF TERMINATION</b> .....	<b>10</b>
<b>3.4 REPORT TO THE COURT</b> .....	<b>10</b>
<b>SECTION 4 – NON-REFUNDABLE EXPENSES</b> .....	<b>10</b>
<b>4.1 PAYMENTS</b> .....	<b>10</b>
<b>4.2 DISPUTES CONCERNING NON-REFUNDABLE EXPENSES</b> .....	<b>11</b>
<b>SECTION 5 – THE SETTLEMENT BENEFITS</b> .....	<b>11</b>
<b>5.1 PAYMENT OF ESCROW SETTLEMENT AMOUNT</b> .....	<b>11</b>
<b>5.2 ESCROW ACCOUNT</b> .....	<b>11</b>
<b>5.3 TAXES ON INTEREST</b> .....	<b>11</b>
<b>SECTION 6 – NO REVERSION</b> .....	<b>12</b>
<b>SECTION 7 - DISTRIBUTION OF THE SETTLEMENT AMOUNT</b> .....	<b>12</b>
<b>SECTION 8 – EFFECT OF SETTLEMENT</b> .....	<b>13</b>
<b>8.1 NO ADMISSION OF LIABILITY</b> .....	<b>13</b>
<b>8.2 AGREEMENT NOT EVIDENCE</b> .....	<b>13</b>
<b>8.3 BEST EFFORTS</b> .....	<b>13</b>
<b>SECTION 9 – OPTING OUT</b> .....	<b>13</b>
<b>9.1 AWARENESS OF ANY POTENTIAL OPT-OUTS</b> .....	<b>13</b>
<b>9.2 OPT-OUT PROCEDURE</b> .....	<b>14</b>
<b>9.3 NOTIFICATION OF NUMBER OF OPT-OUTS</b> .....	<b>14</b>
<b>SECTION 10 – TERMINATION OF THE AGREEMENT</b> .....	<b>14</b>
<b>10.1 GENERAL</b> .....	<b>14</b>
<b>10.2 EFFECT OF EXCEEDING THE OPT-OUT THRESHOLD, CONDITIONS PRECEDENT AND RIGHT TO TERMINATE</b> .....	<b>15</b>
<b>10.3 ALLOCATION OF MONIES IN THE ESCROW ACCOUNT FOLLOWING TERMINATION</b> .....	<b>16</b>
<b>10.4 DISPUTES RELATING TO TERMINATION</b> .....	<b>16</b>
<b>SECTION 11 – DETERMINATION THAT THE SETTLEMENT IS FINAL</b> .....	<b>17</b>
<b>SECTION 12 – RELEASES AND JURISDICTION OF THE COURT</b> .....	<b>17</b>
<b>12.1 RELEASE OF RELEASEES</b> .....	<b>17</b>
<b>12.2 MUTUAL RELEASE BETWEEN RELEASEES</b> .....	<b>17</b>
<b>12.3 NO FURTHER CLAIMS</b> .....	<b>17</b>
<b>12.4 DISMISSAL OF THE ACTION</b> .....	<b>17</b>
<b>12.5 NO CLAIMS IN INTERIM</b> .....	<b>17</b>
<b>SECTION 13 – ADMINISTRATION</b> .....	<b>18</b>
<b>13.1 APPOINTMENT OF THE ADMINISTRATOR</b> .....	<b>18</b>
<b>13.2 INFORMATION AND ASSISTANCE FROM THE DEFENDANTS</b> .....	<b>18</b>
<b>13.3 CLAIMS PROCESS</b> .....	<b>19</b>
<b>13.4 DISPUTES CONCERNING THE DECISIONS OF THE ADMINISTRATOR</b> .....	<b>19</b>
<b>13.5 CONCLUSION OF THE ADMINISTRATION</b> .....	<b>19</b>

<b>SECTION 14 – THE FEE AGREEMENT AND CLASS COUNSEL FEES.....</b>	<b>20</b>
<b>14.1 MOTION FOR APPROVAL OF CLASS COUNSEL FEES .....</b>	<b>20</b>
<b>14.2 PAYMENT OF CLASS COUNSEL FEES.....</b>	<b>21</b>
<b>SECTION 15 – MISCELLANEOUS .....</b>	<b>21</b>
<b>15.1 MOTIONS FOR DIRECTIONS .....</b>	<b>21</b>
<b>15.2 DEFENDANTS HAVE NO RESPONSIBILITY OR LIABILITY FOR ADMINISTRATION .....</b>	<b>21</b>
<b>15.3 HEADINGS, ETC. ....</b>	<b>21</b>
<b>15.4 GOVERNING LAW .....</b>	<b>22</b>
<b>15.5 SEVERABILITY .....</b>	<b>22</b>
<b>15.6 ENTIRE AGREEMENT .....</b>	<b>22</b>
<b>15.7 BINDING EFFECT.....</b>	<b>22</b>
<b>15.8 SURVIVAL .....</b>	<b>23</b>
<b>15.9 NEGOTIATED AGREEMENT.....</b>	<b>23</b>
<b>15.10 RECITALS .....</b>	<b>23</b>
<b>15.11 ACKNOWLEDGEMENTS.....</b>	<b>23</b>
<b>15.12 AUTHORIZED SIGNATURES.....</b>	<b>24</b>
<b>15.13 COUNTERPARTS .....</b>	<b>24</b>
<b>15.14 CONFIDENTIALITY AND COMMUNICATIONS .....</b>	<b>24</b>
<b>15.15 NOTICE.....</b>	<b>25</b>

## SETTLEMENT AGREEMENT

Subject to the approval of the Court as provided herein, the Parties hereby stipulate and agree that, in consideration of the promises and covenants set forth in this 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, this Action will be settled and compromised on the terms and conditions contained herein.

### SECTION 1 – RECITALS

#### 1.1 WHEREAS:

A. Andrew Sorensen commenced this Action claiming under Part XXIII.I of the *Securities Act* against the Defendants alleging, among other things, that the Defendants represented that EH's financial reporting was accurate and reliable and in compliance with GAAP, and EH maintained effective internal controls to ensure accurate and reliable financial reporting (the "Representation"), and that the Representation was misleading and/or false.

B. This Action has been certified by the Court on consent as a class proceeding on behalf of a class of persons who acquired the securities of EH during the period of April 8, 2008 through October 14, 2010. The Parties acknowledge that certification by the Court is not a decision on the merits of the class action.

C. The Defendants have filed a Statement of Defence denying that they made the Representation, and have denied and continue to deny the Class's claims and deny any wrongdoing or liability to the Class of any kind, and have raised numerous affirmative defences and would raise numerous other defences had this Action not been settled.

D. Based upon an analysis of the facts and law applicable to the issues in this case, and taking into account the extensive burdens, complexity, risks and expense of continued litigation, including addressing certain claims that may be time-barred, the determination of the Defendants' liability and potential limits thereto, the determination of damages to the Class, any potential appeals, and fair, cost-effective and assured resolution of the Class's claims, the Plaintiff, with the benefit of advice from Class Counsel, concluded that this Agreement is fair and reasonable, and in the best interests of the Class.

E. The Defendants similarly have concluded that this 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.

F. The Plaintiff and Defendants have engaged in hard-fought litigation and arm's-length negotiation.

G. The Parties intend to, agree, and hereby do finally resolve this Action and all claims that were or could have been asserted in it, subject to the approval of the Court, without any admission of liability or wrongdoing whatsoever by the Defendants:

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

## **SECTION 2 – DEFINITIONS**

### **2.1 Definitions**

In this Settlement Agreement, including the recitals hereto:

- (1) **Action** means *Sorensen v easyhome Ltd et al* brought in the Ontario Superior Court of Justice, Court File number CV-10-412963-00CP (Toronto) and the action bearing Court File number CV-11-424064-00CP.
- (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, and any other expenses approved by the 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 professional firm selected at arm's-length by Class Counsel and appointed by the Court to administer this Agreement and the Plan of Allocation, and any employees of such firm.
- (4) **Agreement** means this settlement agreement, including the recitals and Schedules.
- (5) **Approval Hearing** means the hearing of the Second Motion by the Court.

- (6) **Approval Motion** means a motion to be brought by the Plaintiff in the Court for the Approval Order.
- (7) **Approval Order** means the order made by the Court in connection with the motion for approval of the Settlement and Plan of Allocation and publication of the Second Notice, such order to be substantially in the form attached as Schedule “A” or fixed by the Court.
- (8) **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 in accordance with the Plan of Allocation.
- (9) **Claim Form** means the form to be approved by the Court which, when completed and submitted in a timely manner to the Administrator, constitutes a Class Member’s claim for compensation pursuant to the Settlement.
- (10) **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 (90) days after the date on which the Second Notice is published.
- (11) **Class or Class Members** means all persons and entities, wherever they may reside or be domiciled, other than Excluded Persons and Opt-Out Parties, who acquired EH’s securities during the Class Period.
- (12) **Class Counsel** means Siskinds LLP.
- (13) **Class Counsel Fees** means the fees, disbursements, costs, HST and other applicable taxes or charges of Class Counsel.
- (14) **Class Period** means the period from April 8, 2008 through October 14, 2010, inclusive.
- (15) **Collateral Agreement** means the agreement dated February 19, 2013, which sets the Opt-Out Threshold, the terms of which shall be kept confidential unless the Court requires disclosure thereof.
- (16) **Court** means the Ontario Superior Court of Justice.
- (17) **Defendants** means EH, David Ingram, Steve Goertz and Chris Fregren.
- (18) **Effective Date** means the date on which all of the following occur or have occurred:
- (a) EH has paid the Settlement Amount into the Escrow account; and
  - (b) the Defendants’ right to terminate the Settlement has expired and the Approval Order becomes a Final Order.
- (19) **EH** means easyhome Ltd.

(20) **Eligible Securities** means Securities acquired by a Class Member or Opt-Out party during the Class Period.

(21) **Escrow Account** means the interest bearing trust account with one of the Canadian Schedule 1 banks in Ontario initially under the control of Siskinds LLP and then transferred to the control of the Administrator within ten (10) days of the Effective Date.

(22) **Escrow Settlement Amount** means the Settlement Amount plus any interest accruing thereon after payment of all Non-Refundable Expenses.

(23) **Excluded Persons** means the Defendants, past or present subsidiaries, officers, directors, partners, affiliates, legal representatives, heirs, predecessors, successors and assigns of EH, a predecessor of EH, and all family members of the current or former officers and directors of EH and any entity in which any Defendant has or had a controlling interest.

(24) **Final Order** means any order contemplated by this Agreement from which no appeal lies or in respect of which any right of appeal has expired without the initiation of proceedings in respect of that appeal such as the delivery of a notice of motion for leave to appeal or notice of appeal.

(25) **First Motion** means a motion brought before the Court for an order:

- (i) setting the date for the hearing of the Second Motion in the Court;
- (ii) approving the form of and authorizing the manner of publication and dissemination of the Notice of Settlement Approval Hearing; and

substantially in the form attached as Schedule “B” or fixed by the Court.

(26) **Individual Defendants** means David Ingram, Steve Goertz and Chris Fregren.

(27) **Long Form Notice of Settlement** means notice to the Class of the Approval Order, substantially in the form attached as Schedule “F” or fixed by the Court.

(28) **Newspapers** means the following newspaper publications in Canada: *National Post*, *The Globe & Mail* and *La Presse*.

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

(30) **Notice of Settlement Approval Hearing** means notice to the Class of the Second Motion substantially in the form attached as Schedule “C” or fixed by the Court.

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

(32) **Opt-Out Form** means the document in a form to be approved by the Court which, 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.

(33) **Opt-Out Party** means any person who would otherwise be a Class Member who submits a completed Opt-Out Form by the Opt-Out Deadline.

(34) **Opt-Out Threshold** means the total number of Eligible Securities required to be held by all Opt-Out Parties in order to trigger the right to terminate this Agreement in accordance with section 10.2 hereof, as particularized in the Collateral Agreement.

(35) **Parties** means the Plaintiff and the Defendants in this Action.

(36) **Plaintiff** means Andrew Sorensen.

(37) **Plan of Allocation** means the distribution plan stipulating the proposed implementation and administration of the Settlement which shall be substantially in the form attached as Schedule “D” or fixed by the Court.

(38) **Plan of Notice** means the plan for disseminating the Notice of Settlement Approval Hearing and the Second Notice to the Class which shall be substantially in the form attached as Schedule “E” or fixed by the Court.

(39) **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 Eligible Securities during the Class Period, or to any representations, including but without limiting the generality of the foregoing, the alleged Representation, made by the Releasees during the Class Period to anyone concerning EH, its operations, its financial results or the Eligible Securities, or relating to any conduct alleged (or which could have been alleged) in this Action, 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 Eligible Securities during the Class Period.

(40) **Releasees** means the Defendants, their insurers, their respective past and present affiliates and subsidiaries, and all of their respective past and present directors, officers, trustees, partners,



employees, trustees, servants, consultants, underwriters, advisors, lawyers, representatives, successors, assigns and their heirs, executors, administrators, successors and assigns, as the case may be.

(41) **Releasors** means, jointly and severally, the Plaintiff, the Class Members (excluding Opt-Out Parties), including any person having a legal and/or beneficial interest in the Eligible Securities purchased or acquired by such 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.

(42) **Second Notice** means the Short Form Notice of Settlement and Long Form Notice of Settlement.

(43) **Securities** means EH's common shares.

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

(45) **Settlement Amount** means CAD\$2,250,000.00 to be paid by EH only inclusive of the Administration Expenses, Class Counsel Fees, and any other costs or expenses related to the Action or the Settlement.

(46) **Short Form Notice of Settlement** means notice to the Class of the Approval Order, substantially in the form attached as Schedule "G" or fixed by the Court.

## **SECTION 3 – APPROVAL AND NOTICE PROCESS**

### **3.1 First Motion and Notice**

(1) The Plaintiff will, as soon as is reasonably possible following the execution of this Agreement, bring the First Motion. Subject to the content of the Notice of Settlement Approval Hearing and the order sought by the First Motion being satisfactory to the Defendants, and for the purpose of this Agreement only, the Defendants will consent to the order being sought.

(2) Class Counsel shall cause the Notice of Settlement Approval Hearing to be published in accordance with the directions of the Court and the costs of so doing shall be paid as a Non-Refundable Expense as provided in section 4.1(1)(b).

### **3.2 Approval Motion and Notice**

(1) The Plaintiff will thereafter bring the Approval Motion before the Court in accordance with its directions. The Defendants will consent to the Approval Order.

(2) Upon the granting of the Approval Order, Class Counsel or the Administrator, as the case may be, shall cause the Short Form Notice of Settlement and the Long Form Notice of Settlement to be published and disseminated in accordance with the Plan of Notice as approved by the Court and the costs of so doing shall be paid as a Non-Refundable Expense as provided in section 4.1(1)(c).

### **3.3 Notice of Termination**

(1) If this Agreement is terminated after the Second Notice has been published and disseminated, a notice of the termination will be given to the Class. Class Counsel or the Administrator, as the case may be, will cause the notice of termination, in a form approved by the Court, to be published and disseminated as the Court directs and the costs of so doing shall be paid as a Non-Refundable Expense as provided in section 4.1(1)(d).

### **3.4 Report to the Court**

(1) After publication and dissemination of each of the notices required by this section, Class Counsel or the Administrator, as the case may be, shall file with the Court an affidavit confirming publication and dissemination.

## **SECTION 4 – NON-REFUNDABLE EXPENSES**

### **4.1 Payments**

(1) Expenses reasonably incurred for the following purposes, as approved by the Court, shall be 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 Notice of Settlement Approval Hearing including the associated professional fees;
- (c) the cost incurred in publishing and distributing the Short Form Notice of Settlement and the Long Form Notice of Settlement including the associated professional fees and mailing expenses as may be applicable;
- (d) if necessary, the costs incurred in publishing notice to the Class that the Agreement has been terminated, including the associated professional fees (which, for greater certainty, do not include Class Counsel Fees); and

(e) if the Court appoints the Administrator and thereafter the Agreement is terminated, the costs reasonably incurred by the Administrator for performing the services required to prepare to implement the Settlement, including any mailing expenses, to a maximum of \$40,000, whether or not a claim has been filed or reviewed, as approved by the Court.

(2) Siskinds LLP shall account to the Court and the Parties for all payments it makes from the Escrow Account. In the event that this 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 Court on notice to the Parties.

### **SECTION 5 – THE SETTLEMENT BENEFITS**

#### **5.1 Payment of Escrow Settlement Amount**

(1) EH shall cause the Settlement Amount to be paid into the Escrow Account no later than 15 days after execution of this Agreement.

#### **5.2 Escrow Account**

Siskinds LLP, and then the Administrator after the Settlement becomes final, shall hold the Escrow Settlement Amount in the Escrow Account and shall not pay out any amount from the Escrow Account, except in accordance with the terms of this Agreement, or pursuant to an order of the Court 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 responsibility of the Class and shall be paid by Siskinds 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 Siskinds LLP returns any portion of the Settlement Amount plus accrued interest to EH pursuant to the provisions of this Agreement, the taxes payable on the interest portion of the returned amount shall be the responsibility of EH.

## **SECTION 6 – NO REVERSION**

Unless this Agreement is terminated as provided herein, EH 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**

On or after the Effective Date, 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 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 the Administrator and brokerage firms in connection with the provision of notice of this Settlement to Class Members (provided, however, that the Administrator shall not pay in excess of five thousand Canadian dollars (CAD\$5,000.00) in the aggregate to all brokerage firms and, if the aggregate amount claimed by such brokerage firms exceeds five thousand Canadian dollars (CAD\$5,000.00), then the Administrator shall distribute the sum of five thousand Canadian dollars (CAD\$5,000.00) to such brokerage firms on a *pro rata* basis). The Defendants are specifically excluded from eligibility for any payment of notice expenses under this subsection;
- (c) to pay all of the Administration Expenses. For greater certainty, the Defendants are specifically excluded from eligibility for any payment of costs and expenses under this subsection;
- (d) to pay any taxes required by law to be paid to any governmental authority;
- (e) to pay a *pro rata* share of the balance of the Escrow Settlement Amount to each Authorized Claimant in proportion to his, her or its claim as recognized in accordance with the Plan of Allocation; and
- (f) if necessary, to make any *cy pres* distribution as contemplated herein.

## **SECTION 8 – EFFECT OF SETTLEMENT**

### **8.1 No Admission of Liability**

Neither this 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 this Action. 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, and in fact the Defendants continue to vigorously dispute, deny and contest the allegations made in this Action.

### **8.2 Agreement Not Evidence**

(1) Neither this 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, administrative or disciplinary action or proceeding.

(2) Notwithstanding section 8.2(1), this Agreement may be referred to or offered as evidence in order to obtain the orders or directions from the Court contemplated by this Agreement, in a proceeding to approve or enforce this 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 this Agreement. The Parties agree to hold in abeyance all steps in the Action, including all discovery, other than proceedings provided for in this Agreement, the First Motion, the Second Motion and such other proceedings required to implement the terms of this Agreement, until the date the Settlement becomes final or the termination of the Agreement, whichever occurs last.

## **SECTION 9 – OPTING OUT**

### **9.1 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 Class; and
- (b) they will not encourage or solicit any Class Member to opt out of the Class.

(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 Class; and
- (b) they will not encourage or solicit any Class Member to opt out of the Class.

## **9.2 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 this Action, subject to any order of the Court to the contrary, and will in all other respects be subject to, and bound by, the provisions of this Agreement and the releases contained herein.
- (4) The Opt-Out Deadline will not be extended unless the 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 this Agreement regardless of whether the Class Member files a Claim Form or receives compensation from the Settlement.

## **9.3 Notification of Number of Opt-Outs**

Within thirty (30) days after the Opt-Out Deadline, the Administrator shall report to the Court and the Parties the number of Eligible Securities held by each Opt-Out Party, a summary of the information delivered by each Opt-Out Party and the total number of Eligible Securities held by the Opt-Out Parties.

## **SECTION 10 – TERMINATION OF THE AGREEMENT**

### **10.1 General**

- (1) This Agreement shall, without notice, be automatically terminated if:
  - (a) an order substantially in the form of the Approval Order is not granted by the Court; or

- (b) the Approval Order is reversed on appeal and the reversal becomes a Final Order.
- (2) This Agreement shall, without notice, be terminated if the Defendants elect to terminate the Agreement if the Opt-Out Threshold is exceeded.
- (3) 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.
- (4) In the event this Agreement is terminated in accordance with its terms:
  - (a) the Plaintiff and the Defendants will be restored to their respective positions prior to the execution of this Agreement;
  - (b) the Escrow Settlement Amount will be returned to EH in accordance with section 10.3(2)(d) hereof;
  - (c) this Agreement will have no further force and effect and no effect on the rights of the Plaintiff or the Defendants except as specifically provided for herein;
  - (d) all statutes of limitation applicable to the claims asserted in this Action shall be deemed to have been tolled during the period beginning with the execution of this Agreement and ending with the day on which the orders contemplated by section 10.3(2)(c) are entered;
  - (e) any amounts paid for Non-Refundable Expenses pursuant to section 4.1(1) are non-recoverable from the Plaintiff, the Class Members, the Administrator or Class Counsel;
  - (f) this Agreement will not be introduced into evidence or otherwise referred to in any litigation against the Defendants.
- (5) Notwithstanding the provisions of section 10.1(4)(c), if this Agreement is terminated, the provisions of this section and sections 2, 4, 5.2, 5.3, 8.1, 8.2, 9.3, 10.1(4), 10.3, and 15.4 and the recitals applicable thereto shall survive termination and shall continue in full force and effect.

## **10.2 Effect of Exceeding the Opt-Out Threshold, Conditions Precedent and Right to Terminate**

- (1) Notwithstanding any other provision in this Agreement, the Defendants in their sole discretion, may elect to terminate the Agreement if the total number of Eligible Securities held by Opt-Out Parties exceeds the Opt-Out Threshold provided that their election is made within fifteen (15) days of the Administrator notifying them of the number of Opt-Outs pursuant to section 9.3 after which date their right to terminate the Agreement will have expired.

(2) The right of termination provided in section 10.2(1), shall be effected only in the event that EH and at least one other Defendant elects to terminate in accordance with the terms of that provision.

(3) 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.

(4) 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 Court but shall not be otherwise disclosed, unless disclosure is ordered by the Court.

### **10.3 Allocation of Monies in the Escrow Account Following Termination**

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

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

- (a) declaring this Agreement null and void and of no force or effect except for the provisions of those sections listed in section 10.1(5);
- (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 Court in accordance with the terms of this Agreement; and
- (d) authorizing the payment of all funds in the Escrow Account, including accrued interest, to EH 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 this Agreement.

(3) Subject to section 10.4, the Parties shall consent to the orders sought in any motion made by the Defendants pursuant to section 10.3.

### **10.4 Disputes Relating to Termination**

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



## **SECTION 11 – 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, Siskinds LLP shall transfer the Escrow Account to the Administrator.

## **SECTION 12 – RELEASES AND JURISDICTION OF THE COURT**

### **12.1 Release of Releasees**

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

### **12.2 Mutual Release Between Releasees**

As of the Effective Date and after the Settlement Amount has been deposited into the Escrow Account, each of the Releasees, except the insurers and their insureds, forever and absolutely remise, release, waive and forever discharge the other Releasees, their successors and assigns of and from all claims, demands, actions, costs, and debts whatsoever in law or in equity arising from or relating to the Released Claims, save and except for any entitlements to indemnification. For greater clarity, nothing herein shall be taken as, or shall constitute, a release by any insured of rights he or she or it may have under any applicable policies of insurance.

### **12.3 No Further Claims**

As of the Effective Date, the Releasors 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.

### **12.4 Dismissal of the Action**

Except as otherwise provided in this Agreement and the Approval Order, this Action shall be dismissed without costs and with prejudice no earlier than the Effective Date.

### **12.5 No Claims in Interim**

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

## **SECTION 13 – ADMINISTRATION**

### **13.1 Appointment of the Administrator**

- (1) The Court will appoint the Administrator to serve until such time as the Escrow Settlement Fund is distributed in accordance with the Plan of Allocation, 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 this 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.
- (3) If the approval of the Settlement becomes final as contemplated by section 11 the Court will fix the Administrator's compensation and payment schedule.

### **13.2 Information and Assistance from the Defendants**

- (1) Within thirty (30) days of the approval of the Settlement, EH will, in writing, authorize and direct delivery by its transfer agent of such computerized lists of the names and addresses of persons who purchased Eligible Securities during the Class Period in its transfer agent's possession to Class Counsel and the Administrator. EH will also assist Class Counsel or the Administrator as may reasonably be required in obtaining information about Class Members who hold or held beneficial interests in the Eligible Securities.
- (2) EH will identify an individual employee or agent whom Class Counsel and/or the Administrator may address any requests for information for the purpose of implementing this Agreement. EH 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 this Agreement, the Plan of Notice and the Plan of Allocation.
- (3) Class Counsel and/or the Administrator may use the information obtained in accordance with sections 13.2(1) and 13.2(2) for the purpose of delivering the Second Notice and for the purposes of administering and implementing this Agreement, the Plan of Notice 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 this Agreement and the Plan of Allocation.

### **13.3 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. Class Members shall be bound by the terms of the Settlement regardless of whether they submit a completed Claim Form or receive payment from the Settlement Amount.

(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 this period shall be forever barred from receiving any payments pursuant to the Settlement, subject to any order of the Court to the contrary, but will in all other respects be subject to, and bound by, the provisions of this Agreement and the releases contained herein.

(3) By agreement between the Administrator and Class Counsel, the Claims Bar Deadline may be extended. Class Counsel and the Administrator shall agree to extend the Claims Bar Deadline if, in their opinions, doing so will not adversely affect the efficient administration of the Settlement and it is in the best interests of the Class to do so.

### **13.4 Disputes Concerning the Decisions of the Administrator**

(4) 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 Court in accordance with the provisions in the Plan of Allocation. The decision of the Court will be final with no right of appeal.

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

### **13.5 Conclusion of the Administration**

(1) Following the Claims Bar Deadline, and in accordance with the terms of this Agreement, the Plan of Allocation, and such further approval or order of the 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 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, donate such balance to FAIR Canada, *cy pres*.

(4) Upon the conclusion of the administration, or at such other time as the Court directs, the Administrator shall report to the Court on the administration and shall account for all monies it has received, administered and disbursed and obtain an order from the Court discharging it as Administrator.

## **SECTION 14 – THE FEE AGREEMENT AND CLASS COUNSEL FEES**

### **14.1 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 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 take any position or make any submissions to the Court concerning Class Counsel Fees.

(3) The procedure for, and the allowance or disallowance by the 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 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 this Agreement or affect or delay the finality of the Approval Order and the Settlement of this Action provided herein.

## **14.2 Payment of Class Counsel Fees**

Forthwith after the Settlement becomes final, as contemplated in section 11 and the time for the Defendants to elect to terminate pursuant to the provisions of section 10 has expired or the Defendants have waived their right to elect, the Administrator shall pay to Siskinds LLP in trust the Class Counsel Fees approved by the Ontario Court from the Escrow Account.

## **SECTION 15 – MISCELLANEOUS**

### **15.1 Motions for Directions**

- (1) Any one or more of the Parties, Class Counsel, or the Administrator may apply to the Court for directions in respect of any matter in relation to this Agreement and Plan of Allocation.
- (2) All motions contemplated by this Agreement shall be on notice to the Parties.

### **15.2 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 13.2(1) and 13.2(2), the Defendants shall have no responsibility for and no liability whatsoever with respect to the administration or implementation of this Agreement and Plan, including, without limitation, the processing and payment of claims by the Administrator.

### **15.3 Headings, etc.**

- (1) In this Agreement:
  - (a) the division of this Agreement into sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement;
  - (b) the terms “the Agreement”, “this Agreement”, “herein”, “hereto” and similar expressions refer to this 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 this 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.

#### **15.4 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 Court shall retain exclusive and continuing jurisdiction over this Action, the Parties and Class Members to interpret and enforce the terms, conditions and obligations under this Agreement and the Approval Order.

#### **15.5 Severability**

- (1) Any provision hereof that is held to be inoperative, unenforceable or invalid in any jurisdiction shall be severable from the remaining provisions which shall continue to be valid and enforceable to the fullest extent permitted by law.

#### **15.6 Entire Agreement**

- (1) This 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 this Agreement, unless expressly incorporated herein. This 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 Court.

#### **15.7 Binding Effect**

- (1) If the Settlement is approved by the Court and becomes final as contemplated in section 11, this Agreement shall be binding upon, and enure to the benefit of, the Plaintiff, the Class Members, the Defendants, the Releasees, the Releasors 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 Plaintiff shall be binding upon all Releasors and each and every covenant and agreement made herein by the Defendants shall be binding upon all of the Releasees.

- (2) EH represents and warrants that:
- (a) it has all requisite corporate power and authority to execute, deliver and perform this Agreement and to consummate the transaction contemplated hereby on its own behalf;
  - (b) the execution, delivery, and performance of this Agreement and the consummation of this Action contemplated herein have been duly authorized by all necessary corporate action on its part;
  - (c) this Agreement has been duly and validly executed and delivered by it and constitutes its legal, valid, and binding obligations;
  - (d) it agrees to use its best efforts to cause all conditions precedent to the Effective Date to occur.

### **15.8 Survival**

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

### **15.9 Negotiated Agreement**

This Agreement and the underlying settlement have been the subject of arm's-length negotiations and many discussions among the undersigned and counsel. 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 this 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 this Agreement.

### **15.10 Recitals**

- (1) The recitals to this Agreement are material and integral parts hereof and are fully incorporated into, and form part of, this Agreement.

### **15.11 Acknowledgements**

Each Party hereby affirms and acknowledges that:

- (a) he and EH's signatory have the authority to bind the Party with respect to the matters set forth herein and have reviewed this Agreement; and

- (b) the terms of this Agreement and the effects thereof have been fully explained to him and EH's signatory by his or its counsel.

#### **15.12 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, this Agreement on behalf of the Party for whom he or she is signing.

#### **15.13 Counterparts**

This 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 this Agreement.

#### **15.14 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 this Agreement and the Plan of Allocation, the Plaintiff and Class 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) Nothing in this section shall prevent the Parties or their counsel, or any of them, from reporting to their clients, from complying with any order of the Court, or from making any disclosure or comment required by this 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 Court or for the purposes of any proceedings as between the Defendants.
- (3) Without limiting the generality of the foregoing, the Parties specifically agree that the Parties will not make any public statements, comment or any communication of any kind about any negotiations or information exchanged as part of the settlement process. In addition, to the extent that there is public discussion of, comment on or communication of any kind about this Agreement, the Parties and their counsel agree and undertake to make no statement or comment that the Agreement is other than fair, reasonable and in the best interests of the Class.



**15.15 Notice**

Any notice, instruction, motion for Court approval or motion for directions or Court orders sought in connection with this 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 Andrew Sorensen:**

Daniel Bach  
**Siskinds LLP**  
302-100 Lombard Street  
Toronto, ON M5C 1M3

Telephone: (416) 362-8334  
Facsimile: (416) 362-2610  
Email: daniel.bach@siskinds.com

**For easyhome Ltd., David Ingram, Steve Goertz and  
Chris Fregren:**

Ronald Slaght  
David Quayat  
**Lenczner Slaght Royce Smith Griffin LLP**  
130 Adelaide Street W  
Suite 2600  
Toronto, ON M5H 3P5

Telephone: (416) 865-2889  
Facsimile: (416) 865-2947  
Email: dquayat@litigate.com

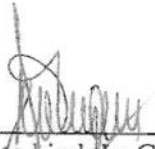
The Parties have executed the Agreement as of the date on the cover page.





Andrew Sorensen

easyhome Ltd.

Per:

  
\_\_\_\_\_  
I have authority to bind the Corporation

  
\_\_\_\_\_  
David Ingram

  
\_\_\_\_\_  
Steve Goertz

\_\_\_\_\_  
Chris Fregren

easyhome Ltd.

Per:

\_\_\_\_\_  
I have authority to bind the Corporation

\_\_\_\_\_  
David Ingram

\_\_\_\_\_  
Steve Goertz

  
\_\_\_\_\_  
Chris Fregren

SCHEDULE "A" – SETTLEMENT APPROVAL ORDER

Court File No. CV-10-412963-00CP

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

THE HONOURABLE ) \_\_\_\_\_, THE \_\_\_\_\_  
JUSTICE PERELL )  
) DAY OF \_\_\_\_\_, ●

B E T W E E N:

ANDREW SORENSEN

Plaintiff

- and -

EASYHOME LTD., DAVID INGRAM,  
STEVE GOERTZ and CHRIS FREGREN

Defendants

Proceeding under the *Class Proceedings Act, 1992*

**ORDER**

**THIS MOTION**, made by the Plaintiff for an Order approving the Settlement Agreement, dated February 19, 2013, was heard on ●, at the Toronto Courthouse.

**ON READING** the materials filed, including the Settlement Agreement, dated February 19, 2013, attached hereto as **Schedule "A"** (the "Settlement Agreement") and on hearing the submissions of Counsel for the Class and Counsel for the Defendants:

1. **THIS COURT DECLARES** that except as otherwise stated, this Order incorporates and adopts the definitions set out in the Settlement Agreement.
2. **THIS COURT DECLARES** that the Settlement Agreement is fair, reasonable and in the best interests of the Class.
3. **THIS COURT ORDERS** that the Settlement Agreement is approved pursuant to section 29 of the *Class Proceedings Act, 1992*, SO 1992, c 6.

4. **THIS COURT ORDERS** that the Settlement Agreement shall be implemented in accordance with its terms.
5. **THIS COURT DECLARES** that the Settlement Agreement, in its entirety, forms part of this Order and is binding upon the Defendants, the Representative Plaintiff, and upon all Class Members who do not opt out of the Class in accordance with the Approval Notices (as defined below), including those persons who are minors or mentally incapable, and that the requirements of Rules 7.04(1) and 7.08(4) of the *Rules of Civil Procedure* are hereby disposed of.
6. **THIS COURT DECLARES** that the Plan of Allocation, attached hereto as **Schedule “B”**, is hereby approved as fair and reasonable and that the Settlement Amount shall be distributed in accordance with the Plan of Allocation after the payment of Class Counsel Fees and Administration Expenses.
7. **THIS COURT ORDERS** that the Plan of Notice, attached hereto as **Schedule “C”**, is hereby approved.
8. **THIS COURT ORDERS** that the form and content of the Long Form Notice of Settlement, attached hereto as **Schedule “D”**, is hereby approved.
9. **THIS COURT ORDERS** that the form and content of the Short Form Notice of Settlement, attached hereto as **Schedule “E”** (together with the Long Form Notice of Settlement, the “Approval Notices”), is hereby approved.
10. **THIS COURT ORDERS** that the Opt-Out Form, substantially in the form attached hereto as **Schedule “F”**, is hereby approved.
11. **THIS COURT ORDERS** that the Claim Form, substantially in the form attached hereto as **Schedule “G”**, is hereby approved.
12. **THIS COURT ORDERS** that the Approval Notices, Claim Form and Opt-Out Form shall be disseminated in accordance with the Plan of Notice.

13. **THIS COURT ORDERS** that a person who would otherwise be a Class Member may opt out in accordance with the directions contained in the Long Form Notice of Settlement attached hereto as **Schedule “D”**.

14. **THIS COURT ORDERS** that on notice to the Court but without further order of the Court, the parties to the Settlement Agreement may agree to reasonable extensions of time to carry out any of the provisions of the Settlement Agreement.

15. **THIS COURT ORDERS AND DECLARES** that, other than as provided in sections 4.1 (1)(e), 13.2(1) and 13.2(2) of the Settlement Agreement, the Releasees have no responsibility for and no liability whatsoever with respect to the administration of the Settlement Agreement.

16. **THIS COURT ORDERS** that if the Settlement Agreement is terminated pursuant to any rights of termination therein, then:

- (a) the Order (except for paragraphs 1, 15 and 16 herein) shall be set aside, be of no further force or effect, and be without prejudice to any party; and
- (b) each party to the Action shall be restored to his, her or its respective position in the Action as it existed immediately prior to the execution of the Settlement Agreement.

17. **THIS COURT ORDERS AND DECLARES** that, upon the Effective Date, the Releasors shall release and discharge, and shall be conclusively deemed to have fully, finally and forever released and discharged the Releasees from the Released Claims.

18. **THIS COURT ORDERS** that, upon the Effective Date, no Class Member who has not not validly opted out in accordance with the terms of the Settlement Agreement shall institute, continue, maintain or assert, either directly or indirectly, on their own behalf or on behalf of any class or any other person, any action, suit, cause of action, proceeding, complaint, claim or demand against any Released Party or any other person who may claim any form of contribution or indemnity from any Released Party in respect of the Released Claims or any matter related thereto, and such Class Members are permanently barred and enjoined from doing so.

19. **THIS COURT ORDERS** that, upon the Effective Date, the Action shall be dismissed against the Defendants with prejudice and without costs.

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THE HONOURABLE JUSTICE PERELL

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

Proceeding commenced at Toronto

**ORDER**

**Siskinds LLP**  
100 Lombard Street  
Suite 302  
Toronto, ON M5C 1M3

Daniel E. H. Bach (LSUC #: 52087E)  
Tel: 416.362.8334  
Fax: 416.362.2610

Class Counsel



SCHEDULE "B" – NOTICE OF SETTLEMENT APPROVAL HEARING ORDER

Court File No. CV-10-412963-00CP

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

THE HONOURABLE ) \_\_\_\_\_, THE \_\_\_\_\_  
JUSTICE PERELL )  
) DAY OF \_\_\_\_\_, ●

B E T W E E N:

ANDREW SORENSEN

Plaintiff

- and -

EASYHOME LTD., DAVID INGRAM,  
STEVE GOERTZ and CHRIS FREGREN

Defendants

Proceeding under the *Class Proceedings Act, 1992*

**ORDER**

**THIS MOTION**, made by the Plaintiff for, *inter alia*, and Order fixing the date of the settlement approval motion (the "Approval Motion"), approving the form and notice of the settlement approval hearing (the "First Notice"), and approving the method of dissemination of the First Notice, was heard this day at Toronto Courthouse.

**ON READING** the materials filed, including the Settlement Agreement, dated February 19, 2013, attached hereto as **Schedule "A"** (the "Settlement Agreement") and on hearing the submissions of Counsel for the Class and Counsel for the Defendants:

1. **THIS COURT DECLARES** that except as otherwise stated, this Order incorporates and adopts the definitions set out in the Settlement Agreement.

2. **THIS COURT ORDERS** that the hearing of the Representative Plaintiff's Approval Motion and the Representative Plaintiff's motion for approval of the Class Counsel Fees shall take place on ●.
3. **THIS COURT ORDERS** that ● be and hereby is appointed the Administrator as defined in the Settlement Agreement.
4. **THIS COURT ORDERS** that the form and content of the Notice of Settlement Approval Hearing, substantially in the form attached hereto as **Schedule "B"** is hereby approved.
5. **THIS COURT ORDERS** that the Notice of Settlement Approval Hearing shall be published in accordance with the Plan of Notice attached hereto as **Schedule "C"**.
6. **THIS COURT ORDERS** that Class Counsel shall, at or before the hearing of the Approval Motion, file with the Court proof of the dissemination and publication of the Notice of Settlement Approval Hearing in accordance with the Plan of Notice.
7. **THIS COURT ORDERS** that Class Members who wish to file with the Court an objection or comment to the Settlement or to the approval of Class Counsel fees shall deliver a written statement to Class Counsel, at the address indicated in the Notice of Settlement Approval Hearing, no later than ●.

---

THE HONOURABLE JUSTICE PERELL

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

Proceeding commenced at Toronto

**ORDER**

**Siskinds LLP**  
100 Lombard Street  
Suite 302  
Toronto, ON M5C 1M3

Daniel E. H. Bach (LSUC #: 52087E)  
Tel: 416.362.8334  
Fax: 416.362.2610

Class Counsel

SCHEDULE “C” –NOTICE OF SETTLEMENT APPROVAL HEARING

**NOTICE OF HEARING OF MOTION FOR  
APPROVAL OF SETTLEMENT IN EASYHOME LIMITED  
SECURITIES CLASS ACTION**

READ THIS NOTICE CAREFULLY. IT MAY AFFECT YOUR RIGHTS

This notice is directed to all persons and entities, wherever they may reside or be domiciled who acquired shares of easyhome Ltd. (“easyhome”) during the period from April 8, 2008 through October 14, 2010 (“Class Members”), other than Excluded Persons (certain persons and entities related to easyhome and or its current or past directors and officers).

In October 2010, the Plaintiff Andrew Sorensen commenced a class proceeding against easyhome and certain of easyhome’s officers and directors (the “Defendants”) in the Ontario Superior Court of Justice (the “Court”). The class action claims arises out of easyhome’s announcement of its discovery of an employee fraud which required the company to restate certain of its financial statements for the period during which the fraud happened. Following this announcement, easyhome’s share price declined significantly. On March 26, 2012, the Court certified this proceeding as a class action on consent. Certification by the Court is not a decision on the merits of the class action.

On February 19, 2013 the parties to the class action executed a Settlement Agreement (the “Settlement”). The Settlement is subject to the approval of the Court. The Settlement provides for the payment of CAD\$2,250,000.00 (the “Settlement Amount”) in consideration for full and final settlement of the claims of Class Members. The Settlement Amount includes all legal fees, disbursements, taxes and administration expenses. In return for the Settlement Amount, the Defendants will receive releases and a dismissal of the class action. 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.

A complete copy of the Settlement is available on the website of Class Counsel at [www.classaction.ca](http://www.classaction.ca).

**A Settlement Approval Motion Will Be Held in Toronto, Ontario**

The Settlement must be approved by the Court before it can be implemented. Class Members may, but are not required to, attend at the settlement approval hearing which will be held on ● at ● am, at the Toronto Courthouse, 130 Queen St West, Toronto, Ontario.

If the Settlement is approved, another notice to Class Members will be published which will provide instructions on how to make a claim to receive compensation from the Settlement and how to opt out of the class if the Class Member does not wish to share in, or be bound by, the Settlement.

Class Members who approve of or do not oppose the Settlement do not need to appear at the Approval Motion or take any other action at this time.

In addition to seeking the Court's approval of the Settlement, Siskinds LLP will seek the Court's approval of its legal fees not to exceed 25% of the Settlement Amount, plus disbursements and applicable taxes ("Class Counsel Fees") at the Approval Motion. Siskinds LLP will also seek the appointment of an Administrator for the Settlement whose fees, together with any other costs relating to approval, notification, implementation and administration of the Settlement ("Administration Expenses"), will be paid from the Settlement Amount. Class Counsel Fees and Administration Expenses will be deducted from the Settlement Amount before it is distributed to Class Members.

### **Terms of the Settlement Agreement**

The Settlement Amount, after deduction of Class Counsel Fees and Administration Expenses (the "Net Settlement Amount"), will be distributed to Class Members in accordance with the Plan of Allocation which is also subject to Court approval.

The amount of each Class Member's actual compensation from the Net Settlement Amount will depend upon: (i) the number and the price of easyhome shares purchased by the Class Member during the Class Period; (ii) if and when the Class Member sold the easyhome shares purchased during the Class Period and the price at which such shares were sold; (iii) whether the Class Member continues to hold some or all of their easyhome shares purchased during the Class Period; and (iv) the total number and value of claims for compensation filed with the Administrator and their value. It is therefore not possible to predict what any individual Class Member's share of the Net Settlement Amount will be.

Copies of the Settlement and the proposed Plan of Allocation may be found at [www.classaction.ca](http://www.classaction.ca) or by contacting Siskinds LLP at the contact information provided below.

### **Participation in the Settlement May Affect Other Actions Commenced by Class Members**

If the Court approves the Settlement, all Class Members will be bound by its terms, unless they validly exclude themselves from the Class ("opt out"). This means that if they do not opt out, they may participate in the Settlement by filing a proper claim but 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 in relation to the matters alleged in the class action. If the Settlement is approved, a notice explaining the process by which a Class Member can opt out, and the consequences thereof, will be published.

### **Class Members May Object to the Settlement**

Class Members who wish to comment on or object to the Settlement should do so in writing. All objections should be received by Siskinds LLP (at the address listed below) no later than ●. Siskinds LLP will file all such submissions with the Court. You may attend at the settlement approval hearing whether or not you deliver an objection. The Court may permit you to participate in the Approval Motion whether or not you deliver an objection.

A written objection should use the heading "easyhome Ltd. Securities Class Action", and should include: (i) the Class Member's name, address, telephone number, fax number (where

applicable) and email address; (ii) a brief statement outlining the nature of, and reasons for, the objection; and (iii) a statement as to whether the objector intends to appear at the Approval Motion in person or through a lawyer and, if through a lawyer, the name, address, telephone number, fax number and email address of the lawyer.

Questions related to this Notice should NOT be addressed to the Ontario Superior Court of Justice. For further information, please contact:

Siskinds LLP  
Nicole Young  
680 Waterloo Street  
London, ON N6A 3V8  
Tel: 1-877-672-2121 x 2380  
Fax: 519-660-6065  
Email: [nicole.young@siskinds.com](mailto:nicole.young@siskinds.com)

or visit Siskinds LLP's website at [www.classaction.ca](http://www.classaction.ca).

SCHEDULE “D” – PLAN OF ALLOCATION

Court File No. CV-10-412963-00CP

**ONTARIO**  
**SUPERIOR COURT OF JUSTICE**

B E T W E E N:

ANDREW SORENSEN

Plaintiff

- and -

EASYHOME LTD., DAVID INGRAM,  
STEVE GOERTZ and CHRIS FREGREN

Defendants

Proceeding under the *Class Proceedings Act, 1992*

**PLAN OF ALLOCATION**

**DEFINED TERMS**

1. For the purposes of this Plan of Allocation, the definitions set out in the Settlement Agreement dated February 19, 2013 apply to and are adopted. In addition, the following definitions apply:
  - (a) “**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;
  - (b) “**Deemed Inflation**” means the percentage difference between CAD\$11.40 [being the closing price of EH common shares on the TSX on October 14, 2010] and CAD\$9.14 [being the 10 trading day volume weighted average trading price of EH common shares on the TSX from October 15, 2010 to October 28, 2010, inclusive], specifically, 19.8%;
  - (c) “**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 Securities of EH at the commencement of the Class Period,

that those Securities be deemed to have been sold completely before Eligible Securities are sold or deemed sold;

- (d) “**Net Settlement Amount**” means the Settlement Amount remaining in the Escrow Account after payment of Administration Expenses and Class Counsel Fees; and
- (e) “**Nominal Entitlement**” means a Claimant’s nominal damages as calculated pursuant to the formula set forth herein, and which forms the basis upon which each Claimant’s *pro rata* share of the Net Settlement Amount is determined.

## **CALCULATION OF NOMINAL ENTITLEMENT**

- 2. The Administrator will apply FIFO to distinguish the sale of EH Securities held at the beginning of the Class Period from the sale of Eligible Securities, and will continue to apply FIFO to determine the purchase transactions which correspond to the sale of Eligible Securities. The Administrator will use this data in the calculation of a Claimant’s Nominal Entitlement according to the formulas listed below.
- 3. The date of a purchase, sale or deemed disposition shall be the trade date, as opposed to the settlement date, of the transaction.
- 4. A Claimant’s Nominal Entitlement will be calculated as follows:
  - I. No Nominal Entitlement shall be attributed to any Eligible Securities disposed of prior to the alleged corrective disclosure, namely, on or before October 14, 2010.**
  - II. For Eligible Securities held on October 15, 2010, the Nominal Entitlement shall be:**
    - A. an amount equal to the number of Eligible Securities held on October 15, 2010, multiplied by the volume weighted average price paid for those Eligible Securities (including any commissions paid in respect thereof) multiplied by the Deemed Inflation.

## **FINAL DISTRIBUTION**

- 5. Each Claimant’s actual compensation shall be the portion of the Net Settlement Amount equivalent to the ratio of his, her or its Nominal Entitlement to the total Nominal



Entitlements of all Claimants multiplied by the Net Settlement Amount, as calculated by the Administrator.

6. If the total Nominal Entitlements of all Claimants is less than the Net Settlement Amount, any Nominal Entitlement less than \$5.00 shall be increased up to a maximum of \$5.00.
7. If a Claimant's Nominal Entitlement is less than \$5.00, the Claimant will not receive any payment pursuant to this Plan of Allocation.
8. Compensation shall be paid to Claimants in Canadian currency.
9. The Administrator shall be authorized to distribute the Net Settlement Amount in accordance with this Plan of Allocation upon having received and reviewed the Claim Forms submitted by the Claims Bar Deadline without further order of the Court ("Initial Distribution").
10. If, one hundred eighty (180) days from the date on which the Administrator distributes the Net Settlement Amount to Claimants, the Escrow Account remains in a positive balance, such balance will be donated to FAIR Canada.
11. Under no circumstances will any repayment be made to the Defendants.

SCHEDULE “E” – PLAN OF NOTICE  
*EASYHOME LTD et al* Securities Class Action

**PLAN OF NOTICE**

Capitalized terms used in this Plan of Notice have the meanings ascribed to them in the Settlement Agreement dated February 19, 2013.

**PART 1 – NOTICE OF SETTLEMENT APPROVAL MOTION (“FIRST NOTICE”)**

*The First Notice will be disseminated as follows:*

**Internet Publication**

The First Notice will be posted, in both English and French on [www.classaction.ca](http://www.classaction.ca).

**Newspaper and Newswire Publication**

Publication of the First Notice, which notice will be at least ¼ page in size, will occur at least twenty-eight (28) days prior to the Approval Motion. Such publication will be made in English in the business/legal section of National edition of *The Globe and Mail*, and *National Post*, and in French in the business section of *La Presse*.

**Class Counsel**

Class Counsel shall make a phone number, a fax number and an email address available to the public that will enable Class Members to contact Class Counsel and obtain more information about the proposed settlement, and/or to request that a copy of the Settlement Agreement be sent to them directly. In addition, the public may view or obtain complete copies of the Settlement Agreement and the documents attached thereto from Class Counsel’s website: [www.classaction.ca](http://www.classaction.ca).

**PART 2 – NOTICE OF CERTIFICATION AND SETTLEMENT APPROVAL**

*The Second Short Form Notice will be disseminated as follows:*

**Newspaper and Newswire Publication**

Publication of the Second Short Form Notice, which notice will be at least a ¼ page in size, will occur as soon as possible following the date the Approval Order becomes a Final Order, and, in any event, no later than fourteen (14) days following such date. Such publication will be made in the English language in the business/legal section of the national edition of the *National Post*, and *The Globe and Mail*, and in the French language in the business section of *La Presse*.

The English and French language versions of the Second Short Form Notice will also be issued (with necessary formatting modifications) across *Marketwire*, a major business newswire in Canada.

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](http://www.classaction.ca); and (ii) the website of the Administrator.

**Individual Notice**

Within thirty (30) days of the date the Approval Order becomes a Final Order, Class Counsel shall direct the Administrator to send the Second Long Form Notice, the Claim Form and the Opt-Out Form to all putative Class Members as follows:

1. the Administrator shall mail the Second Long Form Notice, the Claim Form and the Opt-Out Form to the persons identified as a result of the Defendants delivering a computerized list of the names and addresses of persons who purchased EH shares during the Class Period in its possession to Class Counsel and the Administrator; and
2. the Administrator will send the Second Long Form Notice, the Claim Form and the Opt-Out Form to the brokerage firms in the Administrator's proprietary databases requesting that the brokerage firms either send a copy of the Second Long Form Notice, the Claim Form and the Opt-Out Form to all individuals and entities identified by the brokerage firms as being Class Members, or to send the names and addresses of all such individuals and entities to the Administrator who shall mail the Second Long Form Notice, the Claim Form and the Opt-Out Form to the individuals and entities so identified.

Class Counsel shall mail or email the Second Long Form Notice, the Claim Form and the Opt-Out Form 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 phone number, fax 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, the Claim Form and the Opt-Out Form be sent to them directly. Class Counsel or the Administrator, as appropriate, will directly mail the Second Long Form Notice, the Claim Form and/or the Opt-Out 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, the Second Long Form Notice, the Claim Form and the Opt-Out Form on Class Counsel's website: [www.classaction.ca](http://www.classaction.ca).

SCHEDULE “F” – LONG FORM NOTICE OF SETTLEMENT

**NOTICE OF SETTLEMENT APPROVAL IN  
EASYHOME LTD. SECURITIES LITIGATION**

**This notice is to all individuals and entities, wherever they may reside or be domiciled (other than Excluded Persons as defined below), who purchased shares of easyhome Ltd. (“easyhome”) during the period from April 8, 2008 through October 14, 2010 (the “Class Period”).**

**READ THIS NOTICE CAREFULLY AS IT MAY AFFECT YOUR LEGAL RIGHTS.  
YOU MAY NEED TO TAKE PROMPT ACTION**

**IMPORTANT DEADLINES**

**Opt-Out Deadline** (for those who wish to exclude themselves from the Class Action and NOT file a claim for compensation. See page ● for more details.): ●

**Claims Bar Deadline** (to file a claim for compensation from the Net Settlement Fund. See page ● for more details.): ●

***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.***

**COURT APPROVAL OF THE CLASS ACTION SETTLEMENT**

In October 2010, the Plaintiff Andrew Sorensen commenced a class proceeding against easyhome and certain of easyhome’s officers and directors (the “Defendants”) in the Ontario Superior Court of Justice (the “Court”). The class action claims arises out of easyhome’s announcement of its discovery of an employee fraud which required the company to restate certain of its financial statements for the period during which the fraud happened. Following this announcement, easyhome’s share price declined significantly. On March 26, 2012, the Court certified this proceeding as a class action on consent. Certification by the Court is not a decision on the merits of the class action.

On February 19, 2013 the parties to the class action executed a Settlement Agreement (the “Settlement”). The Settlement was subject to the approval of the Court. The Settlement provides for the payment of CAD\$2,250,000.00 (the “Settlement Amount”) in consideration for full and final settlement of the claims of Class Members. The Settlement Amount includes all legal fees, disbursements, taxes and administration expenses. In return for the Settlement Amount, the Defendants receive releases and a dismissal of the class action. 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.

A complete copy of the Settlement Agreement is available on the website of Class Counsel: [www.classaction.ca](http://www.classaction.ca).

On ●, the Court approved the Settlement and declared that it is fair, reasonable and in the best interests of the Class Members.

The Court also awarded Class Counsel legal fees, expenses and applicable taxes in the amount of \$● (“Class Counsel Fees”). As is customary in such cases, Class Counsel conducted the class action on a contingent fee basis. Class Counsel was not paid as the matter proceeded and funded the expenses of conducting the litigation. The amount awarded for Class Counsel Fees includes \$● for the reimbursement of amounts spent by Class Counsel in the conduct of the class action. The remainder, net of applicable taxes, will be Class Counsel’s only compensation for conducting the class action. 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 (“Administration Expenses”), will also be paid from the Settlement Amount before it is distributed to Class Members.

### **ADMINISTRATOR**

The Court has appointed ● as the Administrator of the Settlement. The Administrator will, among other things: (i) receive and process the Claim Forms and Opt-Out Forms; (ii) make determinations of each Class Member’s 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 Net Settlement Amount. The Administrator can be contacted at:

Telephone: ●

Mailing Address: ●

Website: ●

### **CLASS MEMBERS’ ENTITLEMENT TO COMPENSATION**

Class Members will be eligible for compensation pursuant to the Settlement if they sustained a Net Loss on their Class Period transactions and if they timely submit a complete Claim Form, including any supporting documentation with the Administrator. To be eligible for compensation under the Settlement, Class Members must submit their Claim Form postmarked **no later than** ● (the “Claims Bar Deadline”).

“Excluded Persons” are not permitted to participate in the Settlement. Excluded Persons are past or present subsidiaries, officers, directors, partners, affiliates, legal representatives, heirs, predecessors, successors and assigns of easyhome, a predecessor of easyhome, and all family members of the current or former officers and directors of easyhome and any entity in which any Defendant has or had a controlling interest.

The remainder of the Settlement Amount, after deduction of Class Counsel Fees and Administration Expenses (the “Net Settlement Amount”) will be distributed to Class Members in accordance with the Plan of Allocation.

The Plan of Allocation uses the following definitions, in addition to those contained in the Settlement:

- (a) “**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;
- (b) “**Deemed Inflation**” means the percentage difference between CAD\$11.40 [being the closing price of EH common shares on the TSX on October 14, 2010] and CAD\$9.14 [being the 10 trading day volume weighted average trading price of EH common shares on the TSX from October 15, 2010 to October 28, 2010, inclusive], specifically, 19.8%;
- (c) “**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 Securities of EH at the commencement of the Class Period, that those Securities be deemed to have been sold completely before Eligible Securities are sold or deemed sold;
- (d) “**Net Settlement Amount**” means the Settlement Amount remaining in the Escrow Account after payment of Administration Expenses and Class Counsel Fees; and
- (e) “**Nominal Entitlement**” means a Claimant’s nominal damages as calculated pursuant to the formula set forth herein, and which forms the basis upon which each Claimant’s *pro rata* share of the Net Settlement Amount is determined.

The Administrator will apply FIFO to distinguish the sale of easyhome Securities held at the beginning of the Class Period from the sale of Eligible Securities, and will continue to apply FIFO to determine the purchase transactions which correspond to the sale of Eligible Securities. The Administrator will use this data in the calculation of an Authorized Claimant’s Nominal Entitlement according to the formulas listed below.

The date of a purchase, sale or deemed disposition shall be the trade date, as opposed to the settlement date, of the transaction.

A Claimant’s Nominal Entitlement will be calculated as follows:

- I. No Nominal Entitlement shall be attributed to any Eligible Securities disposed of prior to the alleged corrective disclosure, namely, on or before October 14, 2010.**
- II. For Eligible Securities held on October 15, 2010, the Nominal Entitlement shall be:**

- A. an amount equal to the number of Eligible Securities held on October 15, 2010, multiplied by the volume weighted average price paid for those Eligible Securities (including any commissions paid in respect thereof) multiplied by the Deemed Inflation.

Each Claimant's actual compensation shall be the portion of the Net Settlement Amount equivalent to the ratio of his, her or its Nominal Entitlement to the total Nominal Entitlements of all Authorized Claimants multiplied by the Net Settlement Amount, as calculated by the Administrator.

If funds are available, the Administrator will increase Entitlements of less than \$5.00 to \$5.00. **ENTITLEMENTS OF LESS THAN \$5.00 WILL NOT BE PAID.**

If, one hundred eighty (180) days from the date on which the Administrator distributes the Net Settlement Amount to Claimants, the Escrow Account remains in a positive balance, such balance will be donated to FAIR Canada.

### **REQUESTING EXCLUSION FROM THE CLASS ("OPTING OUT")**

All persons and entities that fall 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 who do not validly opt out will receive compensation from the Net Settlement amount, but 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 in relation to the matters alleged in the class action.

**If you do not want to be bound by the Settlement 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 may do so by completing the "Opt-Out Form" enclosed with this notice. In order to successfully opt out, you must include all of the information and documentation requested by the Opt-Out Form.

If you wish to opt out, you must submit your Opt-Out Form and the required supporting documentation to the Administrator at the above-noted address, **no later than** ●.

### **IMPORTANT DEADLINES**

**Opt-Out Deadline:** ●

**Claims Bar Deadline:** ●

***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 firm of Siskinds LLP is appointed by the Court as counsel to the Class in the class proceeding.

Telephone: 1-800-461-6166 ext. 2380  
Fax: 519-660-6065  
Mailing Address: easyhome Ltd. et al Securities Litigation  
Siskinds LLP  
Nicole Young  
680 Waterloo Street  
London, ON N6A 3V8  
Website: [www.classaction.ca](http://www.classaction.ca)

**INTERPRETATION**

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

PLEASE DO NOT DIRECT INQUIRIES ABOUT THIS NOTICE TO THE COURT. All inquiries should be directed to the Administrator or Siskinds LLP.

DISTRIBUTION OF THIS NOTICE HAS BEEN AUTHORIZED BY  
THE ONTARIO SUPERIOR COURT OF JUSTICE



SCHEDULE "G" – SHORT FORM NOTICE OF SETTLEMENT

**NOTICE OF SETTLEMENT APPROVAL IN  
EASYHOME LTD. SECURITIES LITIGATION**

**This notice is to all individuals and entities, wherever they may reside or be domiciled (other than Excluded Persons as defined below), who purchased shares of easyhome Ltd. ("EH") during the period from April 8, 2008 through October 14, 2010 (the "Class Period").**

**READ THIS NOTICE CAREFULLY AS IT MAY AFFECT YOUR LEGAL RIGHTS.  
YOU MAY NEED TO TAKE PROMPT ACTION.**

Please note: This is a summary notice, produced for publication purposes, announcing Court approval of the settlement reached in this litigation. A Long Form Notice, containing additional detail is available on the Administrator's website: ● or Class Counsel's website: <http://www.classaction.ca>.

**COURT APPROVAL OF THE CLASS ACTION SETTLEMENT**

In October 2010, the Plaintiff Andrew Sorensen commenced a class proceeding against easyhome and certain of easyhome's officers and directors (the "Defendants") in the Ontario Superior Court of Justice (the "Court"). The class action arises out of easyhome's announcement of its discovery of an employee fraud which required the company to restate certain of its financial statements for the period during which the fraud happened. Following this announcement, easyhome's share price declined significantly. On March 26, 2012, the Court certified this proceeding as a class action on consent. Certification by the Court is not a decision on the merits of the class action.

On ●, the Court approved the Settlement Agreement between the class action parties, dated February 19, 2013 (the "Settlement"). 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.

The Settlement provides for the payment of CAD\$2,250,000 (the "Settlement Amount") in consideration for full and final settlement of the claims of Class Members, including legal fees, disbursements, taxes and administration expenses in return for releases and a dismissal of the class action. Certain persons and entities related to easyhome and or its current or past directors and officers (the "Excluded Persons"), are not permitted to participate in the Settlement.

**ADMINISTRATION OF THE SETTLEMENT AGREEMENT**

The Court has appointed ● as the Administrator of this Settlement. The Administrator will oversee the claims and opt-out processes (described below) and will manage and distribute the Settlement Amount.

Those Class Members who wish to receive compensation from the Net Settlement Amount must mail or otherwise submit a completed Claim Form and any supporting documents to the Administrator, no later than ●, (the "Claims Bar Deadline") at the following address:

●  
Claims Administrator



The Class Members who do not opt out (as discussed below) and who file a valid claim will be paid a *pro rata* share of the balance of the Settlement Amount after payment of fees, expenses, and taxes (the “Net Settlement Amount”). The Long Form Notice contains the complete details of the process for filing a Claim Form and how the Net Settlement Amount will be distributed.

All Class Members will be bound by the terms of the Settlement Agreement unless they “opt out.” This means that Class Members who do not validly opt out will not be able to bring or continue 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 be barred from making a claim and receiving compensation from the Settlement Amount.**

If you wish to opt out you must submit a fully completed Opt-Out Form along with the documents identified therein to the Administrator, no later than ● (the “Opt-Out Deadline”).

For further information regarding the terms of the Settlement Agreement, the Plan of Allocation, filing a claim and/or opting out, or to obtain a Claim Form or request to opt out, visit the Administrator’s website at [www.npricepoint.com](http://www.npricepoint.com) or contact the Administrator by calling 1-866-432-5534.

The law firm of Siskinds LLP is appointed by the Court as Counsel to the Class in the class proceeding, and can be reached by telephone, toll free, at 1-800-461-6166 ext. 2380, by email at [nicole.young@siskinds.com](mailto:nicole.young@siskinds.com), or on the internet at [www.classaction.ca](http://www.classaction.ca).

PLEASE DO NOT CONTACT THE COURT WITH INQUIRIES ABOUT THE CLASS ACTION OR THE SETTLEMENT. All inquiries should be directed to the Administrator or Siskinds LLP.

[● date]

PUBLICATION OF THIS NOTICE HAS BEEN AUTHORIZED BY  
THE ONTARIO SUPERIOR COURT OF JUSTICE