

DISTRIBUTION PROTOCOL

This Distribution Protocol should be read in conjunction with the Settlement Agreement dated June 7, 2019 (“**Settlement Agreement**”).

DEFINED TERMS

1. Unless otherwise defined herein, capitalized terms used herein are as defined in the Settlement Agreement, which definitions apply to and are incorporated herein. In addition, the following definitions apply to this Distribution Protocol:
 - (a) “**Authorized Claimant**” means a Claimant who is entitled to a number of Net Settlement Amount Interests greater than zero under this Distribution Protocol;
 - (b) “**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;
 - (c) “**Claims Bar Deadline**” means 11:59pm Toronto (Eastern) time on the date that is one hundred and eighty (180) calendar days after the date on which the First Notice is first published or such other date as may be fixed by the Court;
 - (d) “**FIFO**” means “first in, first ot”, whereby for the purpose of determining Claimants’ Net Settlement Amount Interests, securities are deemed to be sold in the same order that they were purchased (e.g. the first BIM Securities purchased by a Claimant are deemed to be the first BIM Securities sold); and
 - (e) “**Net Settlement Amount Interest**” means a single undivided interest in the Net Settlement Amount as calculated pursuant to the formulae set forth in this

Distribution Protocol, which forms the basis upon which each Authorized Claimant's *pro rata* share of the Net Settlement Amount is determined.

OBJECTIVE

2. The objective of this Distribution Protocol is to equitably distribute the Net Settlement Amount among Authorized Claimants.

CALCULATION OF MONETARY COMPENSATION

3. The Net Settlement Amount will be distributed in accordance with this Distribution Protocol.
4. The Administrator shall first determine the number of Net Settlement Amount Interests to which a Claimant is entitled. If the Claimant is entitled to a number of Net Settlement Amount Interests greater than zero, they become an Authorized Claimant, and the Administrator will go on to calculate the Authorized Claimant's monetary compensation.
5. A Claimant must be entitled to a number of Net Settlement Amount Interests greater than zero in order to be eligible to receive a payment from the Net Settlement Amount. A Claimant that is not entitled to a number of Net Settlement Amount Interests greater than zero will not be entitled to receive any portion of the Net Settlement Amount.
6. The Administrator will apply FIFO to match purchases or acquisitions of BIM Securities with tenders or dispositions of BIM Securities for the purposes of determining the date of purchase or acquisition of Eligible Securities.
7. The date of a purchase, acquisition, tender for sale or disposition of a BIM Security shall be the trade date, as opposed to the settlement date of the transaction or the payment date.

8. The Administrator shall account for any splits or consolidations, such that Claimants' holdings for the purposes of the calculations are completed in units equivalent to those traded on and after January 14, 2011.
9. Transfers of BIM Securities between accounts belonging to the same Claimant will not be taken into account in determining the number of Net Settlement Amount Interests to which a Claimant is entitled. By way of example, if a Claimant acquired Eligible Securities prior to September 21, 2010, and then transferred those Eligible Securities to another account belonging to the same Claimant during the period from September 22, 2010 to January 13, 2011, those Eligible Securities will be treated as having been acquired on or before September 21, 2010 for the purposes of determining the number of Net Settlement Amount Interests to which a Claimant is entitled.
10. The Administrator will use the data, derived from applying FIFO, in the calculation of a Claimant's Net Settlement Amount Interests and an Authorized Claimant's monetary compensation according to the formulae below.
11. The number of Net Settlement Amount Interests to which a Claimant is entitled will be calculated as follows:
 - I. **For Eligible Securities that were held at the close of trading on the Toronto Stock Exchange on September 21, 2010, a Claimant is entitled to:**
 - A. **three (3) Net Settlement Amount Interests for each such Eligible Security that is a Common Share; and**
 - B. **one-fifth (0.2) of a Net Settlement Amount Interest for each such Eligible Security that is a 2007 Warrant.**
 - II. **For Eligible Securities that were purchased or acquired between**

September 22, 2010 and January 13, 2011 (inclusive), a Claimant is entitled to:

A. three-quarters (0.75) of a Net Settlement Amount Interest for each such Eligible Security that is a Common Share; and

B. one-twentieth (0.05) of a Net Settlement Amount Interest for each such Eligible Security that is a 2007 Warrant.

III. For Eligible Securities that were purchased or acquired on or after January 14, 2011, a Claimant is not entitled to any Net Settlement Amount Interests for such Eligible Securities.

12. The total number of Net Settlement Amount Interests of all Authorized Claimants equals the sum of the Net Settlement Amount Interests to which each Authorized Claimant is entitled.
13. After determining the number of Net Settlement Amount Interests to which an Authorized Claimant is entitled and the total number of Net Settlement Amount Interests of all Authorized Claimants, the Administrator shall then determine the monetary compensation payable to each Authorized Claimant.
14. Each Authorized Claimant's actual compensation will be the portion of the Net Settlement Amount equivalent to the ratio of his, her or its number of Net Settlement Amount Interests to the total number of Net Settlement Amount Interests of all Authorized Claimants, multiplied by the Net Settlement Amount, as calculated by the Administrator.

15. The following is an illustration of the calculation of an Authorized Claimant's compensation applying the formula set out in this Distribution Protocol:
- (a) assume that a particular Claimant (“**Claimant A**”) purchased 1,000 Common Shares on January 1, 2010 and 100 2007 Warrants on November 1, 2010;
 - (b) assume that Claimant A tendered the 1,000 Common Shares to the take-over bid of the Offerors and had those Common Shares taken up by the Offerors, and sold the 100 2007 Warrants on the secondary market on February 1, 2011;
 - (c) assume that Claimant A had no other transactions in BIM Securities;
 - (d) assume that all Authorized Claimants, including Claimant A, are entitled to 15,025,000 Net Settlement Amount Interests;
 - (e) assume that the Net Settlement Amount is equal to CAD\$4,000,000;
 - (f) accordingly:
 - (i) the number of Net Settlement Amount Interests to which Claimant A is entitled is 3,005 (calculated as $1,000 \times 3 + 100 \times 0.05$); and
 - (ii) Claimant A's actual compensation is CAD\$800 (calculated as $3,005 / 15,025,000 \times \text{CAD}\$4,000,000$).

CLAIMS PROCESS

16. In order to seek payment from the Settlement Amount, a Class Member shall submit a completed Claim Form to the Administrator on or before the Claims Bar Deadline.

17. The Administrator shall review each Claim Form and verify that the Claimant is eligible for compensation from the Net Settlement Amount, as follows:
 - (a) for a Claimant claiming as a Class Member, the Administrator shall be satisfied that the Claimant is a Class Member;
 - (b) for a Claimant claiming on behalf of a Class Member or a Class Member's estate, the Administrator shall be satisfied that:
 - (i) the Claimant has authority to act on behalf of the Class Member or the Class Member's estate in respect of financial affairs;
 - (ii) the person or estate on whose behalf the claim was submitted was a Class Member; and
 - (iii) the Claimant has provided all supporting documentation required by the Claim Form or alternative documentation acceptable to the Administrator.
18. The Administrator shall ensure that only claims for compensation in respect of Eligible Securities in the Claim Form are approved.
19. If, for any reason, a Claimant is unable to complete the Claim Form then it may be completed by the Claimant's personal representative or a member of the Claimant's family duly authorized by the Claimant to the satisfaction of the Administrator.

IRREGULAR CLAIMS

20. The claims process is intended to be expeditious, cost effective and "user friendly" to minimize the burden on Claimants. The Administrator shall, in the absence of reasonable grounds to the contrary, assume Claimants to be acting honestly and in good faith.

21. Where a Claim Form contains minor omissions or errors, the Administrator shall correct such omissions or errors if the information necessary to correct the error or omission is readily available to the Administrator.
22. 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 sixty (60) 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 the Settlement Agreement and the releases contained therein.
23. The claims process is also intended to prevent fraud and abuse. If, after reviewing any Claim Form, the Administrator believes that the claim contains unintentional errors which would materially exaggerate the number of Net Settlement Amount Interests to which the Claimant is entitled, then the Administrator may disallow the claim in its entirety or make such adjustments so that an appropriate number of Net Settlement Amount Interests is allocated to the Claimant. If the Administrator believes that the claim is fraudulent or contains intentional errors which would materially exaggerate the number of Net Settlement Amount Interests to which the Claimant is entitled, then the Administrator shall disallow the claim in its entirety.
24. Where the Administrator disallows a claim in its entirety, the Administrator shall send to the Claimant, at the email or postal address provided by the Claimant or the Claimant's

last known email or postal address, a notice advising that the claim has been disallowed and that the Claimant may request the Administrator to reconsider its decision. For greater certainty, a Claimant is not entitled to a notice or a review where a claim is allowed but the Claimant disputes the determination of Net Settlement Amount Interests or his, her or its individual compensation.

25. Any request for reconsideration must be received by the Administrator within 45 days of the date of the notice advising of the disallowance. If no request is received within this time period, the Claimant shall be deemed to have accepted the Administrator's determination and the determination shall be final and not subject to further review by any court or other tribunal.
26. Where a Claimant files a request for reconsideration with the Administrator, the Administrator shall advise Class Counsel of the request and conduct an administrative review of the Claimant's complaint.
27. Following its determination in an administrative review, the Administrator shall advise the Claimant of its determination. In the event the Administrator reverses a disallowance, the Administrator shall send the Claimant, at the email or postal address provided by the Claimant or the Claimant's last known email or postal address, a notice specifying the revision to the Administrator's disallowance.
28. The determination of the Administrator in an administrative review is final and is not subject to further review by any court or other tribunal.
29. Any matter not referred to above shall be determined by analogy by the Administrator in consultation with Class Counsel.

30. No action shall lie against Class Counsel or the Administrator for any decision made in the administration of the Settlement Agreement and the Distribution Protocol without an order from a Court authorizing such an action.

EXTENSION OF DEADLINES

31. By agreement between the Administrator and Class Counsel, any deadline contained in this Distribution Protocol, including the Claims Bar Deadline, may be extended. Class Counsel and the Administrator shall agree to extend a 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.

DISTRIBUTION TO AUTHORIZED CLAIMANTS

32. Following the Claims Bar Deadline, and in accordance with the terms of the Settlement Agreement, the Distribution Protocol, and such further approval or order of the Court as may be necessary, or as circumstances may require, the Administrator shall distribute the Net Settlement Amount to Authorized Claimants.
33. No claims or appeals shall lie against Class Counsel or the Administrator based on distributions made substantially in accordance with the Settlement Agreement, the Distribution Protocol, or with any other order or judgment of the Court.
34. The Administrator shall not make payments to Authorized Claimants whose *pro rata* entitlement under this Distribution Protocol is less than CAD\$10.00. Such amounts shall instead be allocated *pro rata* to other Authorized Claimants.
35. Compensation shall be paid to Authorized Claimants in Canadian currency.

36. The Administrator shall make payment to an Authorized Claimant by either bank transfer or by cheque at the address provided by the Authorized Claimant or the last known postal address for the Authorized Claimant. If, for any reason, an Authorized Claimant does not cash a cheque within six months after the date on which the cheque was sent to the Authorized Claimant, the Authorized Claimant shall forfeit the right to compensation and the funds shall be distributed in accordance with this Distribution Protocol.
37. If, one hundred eighty (180) days from the date on which the Administrator distributes the Net Settlement Amount to Authorized Claimants, the Escrow Account remains in a positive balance (whether due to tax refunds, uncashed cheques, or otherwise), the Administrator shall, if feasible, reallocate such balance among the Authorized Claimants in an equitable and economic fashion. In the event any such remaining balance is less than may practically be distributed to Authorized Claimants in the opinion of Class Counsel and the Administrator, such balance shall be allocated *cy pres* to one or more recipients to be approved by the Court.
38. Upon conclusion of the administration, the Administrator shall provide an accounting to the Parties for all payments made from the Escrow Account.