

No. S111075
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN

Dianna Louise Stanway

PLAINTIFF

AND

Wyeth Canada Inc., Wyeth Pharmaceuticals, Inc., Wyeth
Holdings Canada Inc., Wyeth Canada, Wyeth-Ayerst International Inc. and Wyeth

DEFENDANTS

Brought under the Class Proceedings Act, R.S.B.C. 1996, c. 50

ORDER MADE AFTER APPLICATION

BEFORE))	
)	THE HONOURABLE)	this 28 th day of
)	MADAM JUSTICE GROPPER)	May, 2014
))	

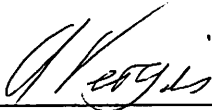
ON THE APPLICATION of the Plaintiff coming on for hearing at the Courthouse at 800 Smithe Street in Vancouver, British Columbia on April 17, 2014 and on hearing Douglas Lennox and Nicola Hartigan, counsel for the Plaintiff, and Nicholas Daube and Randy Sutton counsel for the Defendants, and on judgement being reserved until this date:

THIS COURT ORDERS that:

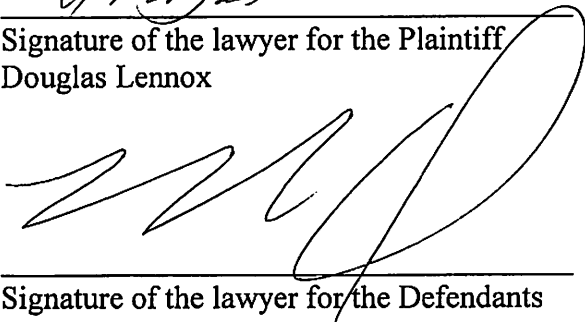
1. The Litigation Financing Agreement between Dianna Louise Stanway, Kathryn Willis and BridgePoint Global Litigation Services Limited Partnership V (“Bridgepoint”), attached in redacted form as Schedule A to this order, is approved.

2. BridgePoint shall sign the Access and Confidentiality Order’s confidentiality undertaking before it obtains access to any documents covered by that Order.

THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER:

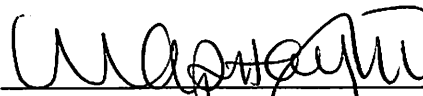


Signature of the lawyer for the Plaintiff
Douglas Lennox



Signature of the lawyer for the Defendants
Nicholas Daube

By the Court.



Registrar

M. ARNAUT
DEPUTY DISTRICT REGISTRAR

FINANCING AGREEMENT

This Financing Agreement is dated and made as of the 7th day of March, 2014, by and between:

Dianna Louise Stanway and Kathryn Willis (the "Representative Plaintiffs"), who are named as the representative plaintiffs in a class action (the "Action"), with the Supreme Court of British Columbia File No. S11075, against Wyeth Canada Inc., Wyeth Pharmaceuticals Inc., Wyeth Holdings Canada Inc., Wyeth Canada, Wyeth-Ayerst International Inc., and Wyeth (collectively, "Wyeth" or the "Defendant")

- and -

BRIDGEPOINT GLOBAL LITIGATION SERVICES LIMITED PARTNERSHIP V, a limited partnership created under the laws of the Province of Ontario (the "Financing Party").

RECITALS:

- A. The Representative Plaintiffs, through counsel, are seeking to obtain judgment in the Action on behalf of themselves and all other persons similarly situated, based on claims as set out in the Amended Notice of Civil Claim amended February 10, 2012, ("Notice of Civil Claim"), filed by the Representative Plaintiffs. Where applicable, defined terms in this agreement are incorporated by reference from the Notice of Civil Claim.
- B. Klein Lyons, a law firm specializing in class action litigation with offices in Vancouver, British Columbia and Toronto, Ontario, and such other counsel that may be appointed as co-counsel to assist in the prosecution of the Action, shall serve as class counsel (individually and collectively "Class Counsel").
- C. The Action has been certified as a class action pursuant to the certification decision of Justice Gropper released August 4, 2011 ("Certification Decision"), upheld in the Court of Appeal decision released June 15, 2012 ("Certification Appeal Decision").
- D. The "Class" includes the Representative Plaintiffs and those persons who are Class Members during the Class Period as those terms are defined in the Certification Decision and Certification Appeal Decision.
- E. The Representative Plaintiffs on behalf of the Class are asserting claims against the Defendant which include the negligent marketing, testing, manufacturing, labelling, distribution, promotion, and sale of Premarin taken with progestin and Premplus.
- F. The Financing Party is hereby agreeing, as further defined below, to make available to the Representative Plaintiffs, the Class, and/or Class Counsel as the case may be (i) funding to cover the cost of disbursements ("Disbursement Financing") incurred by Class Counsel on behalf of the Class in prosecuting the Action up to and including a trial of the common issues in the Action the "Disbursement Financing Amount" up to * the maximum specified in Schedule "A" hereto (the "Maximum Commitment"); and (ii) an amount to pay for the "Set-Up Fee" plus HST for arranging financing to cover the Maximum Commitment as specified in Schedule "A" hereto.

- G. In consideration for providing the Representative Plaintiffs and the Class with Disbursement Financing, the Financing Party shall be granted a "Contingent Value Right" (as defined herein) entitling the Financing Party to receive a share of the gross proceeds or damages payable to the Class in accordance with the terms and conditions as set out in this Agreement.
- H. It is a condition precedent to the effectiveness of this Agreement that the Court assigned to the Action approve the terms of this Agreement.

NOW THEREFORE, in consideration of the mutual representations, warranties, covenants and agreements, and upon and subject to the terms and the conditions hereinafter set forth, the parties do hereby agree as follows:

1. Disbursement Financing Amount. Subject to the terms and conditions set out herein including the Summary of Terms as set out in Schedule "A", the Financing Party hereby provides the Representative Plaintiffs with Disbursement Financing from time to time to cover the costs of disbursements incurred by Class Counsel on behalf of the Class in the prosecution of the Action up to and including a trial of the common issues ("Common Issues Trial"), up to the Maximum Commitment. Unless otherwise specifically provided in this Agreement, all references to dollar amounts or other money amount are expressed in terms of lawful money of Canada.

For the purposes of this Agreement, "Business Day" means any day other than a Saturday, Sunday or statutory holiday in the Province of Ontario or British Columbia.

2. Funding Requests. From time to time, Class Counsel shall provide the Financing Party with documentation evidencing disbursements incurred for amounts outstanding and payable for expert reports, professional fees, and other related expenses incurred by Class Counsel on behalf of the Class in accordance with its Litigation Plan. The minimum amount for each submission shall be * (the "Draw Down Amount"). The provision of such documentation (an "Account") with a Financing Request Form in the form attached as Schedule "B" (together a "Draw Down Request") executed by the Representative Plaintiffs and Class Counsel shall constitute a direction to the Financing Party to advance funds for the Draw Down Amount. The Financing Party will pay Class Counsel the amounts set out in the Account up to the Maximum Commitment. Subject to the provisions below, the Financing Party shall render payment of an Account to Class Counsel, within thirty (30) days of receipt of a Draw Down Request. The conditions for Disbursement Financing are set out below:

- (i) The Financing Request Form shall contain a detailed account of the disbursements incurred by Class Counsel in accordance with its Litigation Plan, including the Accounts. Class Counsel shall have reviewed the Account(s) listed in the Draw Down Request with the Representative Plaintiffs. The Representative Plaintiffs shall signify their approval of the Draw Down Request by executing Financing Request Form;
- (ii) The Financing Party may request clarification or additional information from Class Counsel regarding an Account, within ten (10) days of receipt of the Draw Down Request; and
- (iii) The Financing Party shall have the right to request that the Representative Plaintiffs assess an Account or Accounts pursuant to section 71 of the *Legal Professions Act*,

S.B.C. 1998, chap.9 (an "Assessment"). Where the Representative Plaintiffs fail to request such an Assessment, the Financing Party shall not be responsible for paying for the contested Account(s) and the Representative Plaintiffs agree that they shall be jointly and severally liable for the repayment of Account(s) owing to Class Counsel pursuant to this subsection.

3. **Contingent Value Right.** In consideration of the Financing Party providing Disbursement Financing, the Representative Plaintiffs, for and on behalf of the Class, should this matter be resolved by a settlement and/or judicial award in favour of the Class at a Common Issues Trial, agree to provide the Financing Party with a contingent value right (the "Contingent Value Right") entitling the Financing Party to receive, in addition to the repayment of its Disbursement Financing Amount, a share of the gross proceeds or damages payable to the Class in satisfaction of the settlement and/or adjudication of any and all legal claims that comprise the Action. The Contingent Value Right represents the Financing Party's return on invested capital and not the outlay of capital as represented by monies advanced by the Financing Party in the form of Disbursement Financing. The minimum Contingent Value Right will be 1.5 times the Disbursement Financing Amount. The Contingent Value Right shall be comprised of a Financing Fee expressed as a percentage of the Class Award (as defined below) and, depending on the duration of and events arising in the Action, a Duration Premium, Trial Premium and/or Appeal Premium, as set forth in Schedule "A" hereto. Illustrative Calculations are included in Schedule "C" to demonstrate the calculation of the Contingent Value Right and total funds payable to the Financing Party under different scenarios.

4. **Class Award.** For the purposes of this Agreement, "Class Award" or "Award" shall be defined as the gross proceeds or damages payable to the Class plus costs and shall include (i) expenses incurred or to be incurred in the future for the administration of the Award, including the costs associated with providing notice to any or all parties (collectively, "Administration Costs") and administration fees or expenses, (ii) any amounts paid pursuant to a Payment Event (defined below) (including the value of any Monetary Consideration (defined below) or Non-Monetary Consideration (defined below) paid in restitution) and (iv) where applicable, the amount that the Defendant is required to pay to members of the Class individually or in aggregate or to any other party in satisfaction of the settlement and/or adjudication of any or all legal claims that comprise the Action, less the deductions in the order as set out below:
 - (i) The Set-Up Fee, as defined below, plus HST;
 - (ii) Any amounts advanced to the Class or Class Counsel as the Disbursement Financing Amount;
 - (iii) Disbursements owing to Class Counsel for amounts advanced by Class Counsel in accordance with its obligations pursuant to its retainer agreement with the Representative Plaintiffs and for which Class Counsel has not been repaid, including disbursements owing to any third party for amounts advanced by such parties in accordance with a *bona fide* contract for services for which an account remains unpaid; and
 - (iv) Legal fees payable to Class Counsel pursuant to the terms of its retainer agreement as approved by a court of competent jurisdiction where such approval is not subject to further appeal.

For the purposes of this Agreement, "Monetary Consideration" shall include cash, whether denominated in Canadian dollars or other foreign currencies; and where applicable other securities that by virtue of their term and/or trading market can be readily liquidated or converted to cash.

In the event that the Award includes a provision for:

- (i) Future payments or the establishment of a reserve for future payments including Administration Costs (collectively, "Future Payments"), then for the purpose of calculating the Contingent Value Right payable to the Financing Party, that portion of the Award representing Future Payments shall be established as a lump sum valued as the present value of the estimated Future Payments discounted at the rate of interest defined as the "post-judgment interest" governed by the laws of British Columbia and/or may be amounts paid at the time Future Payments are made; and/or
- (ii) The payment of non-monetary consideration in whole or in part ("Non-Monetary Consideration"), then the Financing Party and an expert on the valuation of legal claims chosen by the Representative Plaintiffs, on behalf of the Class, ("Valuation Expert") and accepted by the Financing Party, shall use their reasonable best efforts utilizing generally accepted valuation principles to establish the value of the Non-Monetary Consideration for the purpose of calculating the Contingent Value Right payable to the Financing Party.

Where the Valuation Expert and the Financing Party cannot agree on the valuation of Future Payments and/or Non-Monetary Consideration, the parties hereto shall agree to jointly seek the valuation opinion of a nationally recognized accounting firm approved by the Financing Party and the parties hereto shall abide by the valuation opinion of such firm. The cost for performing such a valuation shall be paid from the Class Award.

Where there is no issue concerning any other element of the Award, such undisputed amounts shall be used to calculate the Contingent Value Right payable to the Financing Party and the Financing Party shall be paid all such amounts forthwith in accordance with the terms hereof.

5. Financing Party's Priority Claim and Interest. The Financing Party shall have a first priority claim and interest (the "Financing Party's Priority") over any and all Monetary Consideration and Non-Monetary Consideration paid or payable as all or part of any Award in satisfaction of:

- (i) The full or partial settlement of any legal claim in relation to the Action;
- (ii) Judgment awarded to the Class against any Defendant in relation to the full or partial resolution of any legal claim comprising the Action including any orders for costs; and/or
- (iii) The payment to Class Counsel of any consideration representing disbursements, legal fees, or fees for any other services that directly or indirectly compensate Class Counsel for providing legal services to the Class that have been approved by a court of competent jurisdiction ("Class Counsel Compensation"),

(individually or collectively a "Payment Event(s)"), and through its execution of this Agreement, Class Counsel subordinates its interest in the Class Award for its entitlement to legal fees, disbursements, or recovery of other costs or compensation where applicable.

For greater certainty, Class Counsel shall not have any right or interest in the Disbursement Financing Amount or the Contingent Value Right to satisfy its right or interest in legal fees.

6. **Payment In Respect of Financing Party's Contingent Value Right.** Where, from time to time, Class Counsel receives payment in relation to a Payment Event in trust on behalf of the Representative Plaintiffs and/or any or all the Class Member(s), the Monetary Consideration shall be applied to satisfy all amounts owing and payable to the Financing Party in priority to all other claims including the legal fees and disbursements of Class Counsel as follows:

- (i) First, to satisfy the payment of the Set-Up Fee plus HST as defined below;
- (ii) Second, to recover the Disbursement Financing Amount and
- (iii) The balance shall satisfy the payment of the Financing Party's Contingent Value Right.

7. **Class Counsel to Hold Payments in Trust.** Where any amounts owing to the Financing Party pursuant to Sections 6(i) and 6(ii) remain outstanding, in the event Class Counsel receives Class Counsel Compensation, it shall be deemed to hold such amounts in trust for the Financing Party and shall transfer all funds or in-kind amounts received by Class Counsel to the Financing Party until all amounts owing to the Financing Party pursuant to the terms hereof have been satisfied in full.

Once the Financing Party has been fully compensated for any amounts owing pursuant to Sections 6(i) and 6(ii) above, any funds received by Class Counsel for the benefit of the Class shall be apportioned equally and paid to the Financing Party and Class Counsel out of their respective interest in the Award until each party has been fully paid its entitlement, with the balance paid to the Class.

8. **Class Counsel to Provide Notice of Payment Events.** Class Counsel agrees to provide the Financing Party with written notice of each Payment Event forthwith upon receiving information that a Payment Event is to occur. The Representative Plaintiffs agree to execute, on behalf of the Class, an Irrevocable Authorization and Direction to Class Counsel prior to Closing in the form attached as Schedule "D" (which, for the purposes of this Agreement, shall mean the date upon which the parties obtain final court approval of this Agreement or any subsequent date mutually agreed upon by the parties hereto) directing Class Counsel to pay the Financing Party any amounts owing to the Financing Party pursuant to this Agreement from the Award within five (5) Business Days of receiving the funds, and where applicable or as directed by the Financing Party, the Representative Plaintiffs shall seek, on behalf of the Class, a court order directing Class Counsel to abide by the terms of such Irrevocable Authorization and Direction.

Where Class Counsel is obligated to pay any amount to the Financing Party, all payments shall be made within two (2) Business Days of receiving the Award.

9. **Class Counsel's Reports and Notice Regarding Status; Financing Party Has No Right to Influence Conduct of Litigation.** In addition to any other rights granted to the Financing

Party pursuant to this Agreement, and subject at all times to any restrictions respecting privilege, the Financing Party shall be kept fully apprised of the status of the Action on a timely basis, including by way of reports prepared by Class Counsel as and when requested by the Financing Party. The Financing Party will be provided with reasonable notice of any strategically significant event or proposed change in the strategic direction of the litigation. The Financing Party shall not have the right to direct or otherwise manage the prosecution of the Action, and all final decisions concerning the management of the Action shall be exclusively and solely made by the Representative Plaintiffs, who shall have complete and unfettered authority to manage the litigation, subject to the terms set out in this Agreement.

10. **Termination Events.** The Financing Party may terminate this Agreement if either of the Representative Plaintiffs:

- (i) Do not fulfill their obligations as stipulated in Section 9;
- (ii) Moves to terminate, dismiss, or otherwise discontinue legal claims that materially change the prospects for success in prosecuting the Action; or
- (iii) Changes or substitutes Class Counsel or Representative Plaintiffs,

without both an Order of the Supreme Court of British Columbia and the prior written consent and agreement of the Financing Party,

((i), (ii) and (iii) immediately above may be referred to collectively or separately hereafter as a "Termination Event"). Upon the occurrence of a Termination Event where the Disbursement Financing Amount has been advanced by the Financing Party for the benefit of the Class, the Class shall still remain obligated to pay the Financing Party the Contingent Value Right, but the Financing Party shall have no obligation to provide any additional Disbursement Financing. Further, where the Disbursement Financing Amount has been advanced by the Financing Party for the benefit of the Class irrespective of the timing of the Termination Event, the Representative Plaintiffs shall be jointly and severally liable for repaying any amounts advanced by the Financing Party, and such amounts shall become immediately due and payable upon the occurrence of a Termination Event.

The Financing Party shall provide the Representative Plaintiffs with fifteen (15) Business Days' notice of a Termination Event. The Representative Plaintiffs shall have five (5) days to cure the Termination Event to the satisfaction of the Financing Party acting reasonably.

11. **Common Interest Privilege.** The Representative Plaintiffs and the Financing Party mutually acknowledge and agree that:

- a. They share a common interest in the success of the Action;
- b. It is in their best interests to engage in a joint effort which will necessarily require them to exchange information ("Information") that is privileged, confidential or otherwise protected from disclosure;
- c. The Information may be subject in certain circumstances to a deemed or implied undertaking to only be used for the purposes of the Action;

- d. They desire to safeguard the confidentiality of the Information, abide by any applicable undertakings, and to assert and maintain all privileges that could otherwise be claimed over such Information;
- e. They rely on the common interest and joint defence exceptions to the waiver of all privileges; and
- f. The advice of the Financing Party and the Financing Party's having access to the Information may be useful to assist the Representative Plaintiffs and/or Class Counsel in the conduct of the Action.

12. **Confidential Information and Class Privilege.**

- a. The Financing Party covenants to hold all Information received by it in confidence, shall make no use of the Information except for the purpose of being apprised of matters in the Action, and shall not disclose the Information to any other person except as may be required on a "need to know" basis to effect this Transaction.
- b. The Representative Plaintiffs agree that all communications or documents provided to them at any time by (i) the Financing Party or its respective officers, servants or agents in relation to the Action and/or this Agreement; or (ii) Class Counsel in relation to this Agreement, is Information and is subject to privilege.
- c. Other than as ordered by a Court, the Financing Party and the Representative Plaintiffs agree not to disclose Information to any other person without the prior written consent of the Financing Party (if such Information was provided by the Financing Party) or of Class Counsel (if the Information was provided by Class Counsel).
- d. For further clarity, the obligations in this Section 12 survive any termination of this Agreement.
- e. The Financing Party agrees that it shall:
 - i. Strictly maintain the confidentiality of the Information;
 - ii. Adopt proper and effective procedures for maintaining the confidentiality and safe custody of the Information;
 - iii. Ensure that access to the Information is only provided to the Financing Party's directors, officers, and/or employees who are engaged in functions connected to the implementation of this Agreement;
 - iv. Only use the Information for the purpose for which it was provided;
 - v. Not disclose the Information to any person other than the Representative Plaintiffs and/or Class Counsel retained in the Action; and
 - vi. Return all records, copies or duplicates of the Information to the Representative Plaintiffs upon the final resolution of the Action.

13. **Acknowledgement Regarding Financial Assistance.** The Representative Plaintiffs acknowledge that they have requested the financing from the Financing Party after the Action had commenced, and that the Financing Party was not personally acquainted with the Representative Plaintiffs prior to the commencement of the Action and accordingly had no role in the initiation of the Action.
14. **Challenge to Agreement.** In the event that either of the Representative Plaintiffs or any other party seeks to set aside this Agreement on any grounds, the parties agree to direct Class Counsel to hold any funds paid or to be paid into its trust account upon settlement or final adjudication of any or all legal claims relating to the Action until such time as this issue is resolved. Class Counsel agrees that it shall abide by the Financing Party's Priority and shall not receive its legal fees, disbursements, and any other amounts related to costs or compensation, including those ordered by the Court pending the final resolution of this matter. Should either of the Representative Plaintiffs seek to challenge the validity of this Agreement on the basis of set forth in Section 10 above or this Section, the Representative Plaintiffs shall provide concurrent notice to the Defendant of: (i) the nature and terms of this Agreement; and (ii) the grounds upon which it intends to challenge the validity of this Agreement
15. **Financing Party's Right to Advertise.** Upon the final resolution of the Action, whether through settlement or court decision, the Financing Party shall have the right to disclose its role in providing financial advisory services to the Representative Plaintiffs, Class Counsel and its legal and professional advisors in connection with the management, structure and execution of disbursement financing. Such right to disclose is specifically subject to any confidentiality requirements imposed upon a settlement by the parties thereto or any other confidentiality requirement at law.
16. **Estoppel.** The Financing Party hereby covenants not to assert any actions, causes of action, suits, debts, demands, covenants, complaints, contracts, claims and torts (both intentional and unintentional) whatsoever which it may ever have for or by reason of any cause, matter or thing whatsoever existing up to the present time including, without limitation, any actions, causes of action, suits, debts, demands, covenants, complaints, contracts, claims and torts (both intentional and unintentional) relating to the Representative Plaintiffs acting as Representative Plaintiffs in the Action. In the event that the Financing Party should hereafter make any claim or demand or commence or threaten to commence any action, claim, complaint, application or proceeding against either of the Representative Plaintiffs in connection with their acting as Representative Plaintiffs in the Action for or by reason of any cause, matter or thing, this document may be raised as an estoppel and complete bar to any such claim, demand, action, proceeding or complaint.
17. **Capacity of the Parties.** Each of the parties to this Agreement has the right, power and capacity to execute, deliver and perform this Agreement and to consummate the transactions contemplated hereby. This Agreement has been duly and validly executed and delivered by each of the parties and constitutes a legal, valid and binding obligation, enforceable in accordance with its terms. The execution and delivery of this Agreement by each of the parties hereto, the consummation of the transactions contemplated herein, and the performance of the covenants and agreements herein, will not, with or without the giving of notice or the lapse of time, or both:

- a. Violate, conflict with or result in a breach or default under or cause termination of any term or condition of any mortgage, indenture, contract, license, permit, trust document, or other agreement, document or instrument to which a party may be bound; or
 - b. Violate any provision of law, statute, rule, regulation, court order, judgment or decree, or ruling of any governmental authority, to which such party hereto may be bound.
18. **Set-Up Fee.** A Set-Up Fee in the amount set forth in Schedule "A" hereto plus HST shall be paid by the Financing Party to the General Partner of the Financing Party for its services in originating, evaluating, structuring and facilitating the Transaction for the benefit of the Class. The Set-Up Fee plus HST shall be payable to the Financing Party by Class Counsel for the benefit of the Class in accordance with Section 6(i) in the event that the Action is settled or all or any legal claim asserted by the Class in the Action has been decided in favour of the Class by a court of competent jurisdiction. In the event the Action is unsuccessful, the Class shall not be responsible for paying the Set-Up Fee plus HST. The Set-Up Fee plus HST shall be held in trust by the Financing Party and shall be immediately paid to the General Partner of the Financing Party upon receiving court approval for this Financing Agreement.
19. **Expenses.** Each of the parties hereto shall be responsible for its own costs and expenses in connection with the entering into of this Agreement.
20. **Taxes.** The Class shall be responsible for any taxes, levies, duties or other charges levied by any government or government agency on the payer of any fees paid to the Financing Party in consideration for providing the services set out under this Agreement.
21. **Conditions Precedent.** Prior to Closing, the Representative Plaintiffs and Class Counsel (where applicable) shall fulfill the following conditions:
- a. Class Counsel shall submit an up-to-date version of the Litigation Plan and Budget to the Financing Party for its approval subject to the terms regarding confidentiality and privilege set out above, which terms are agreed to prior to Closing and shall survive the termination of this Agreement;
 - b. The Representative Plaintiffs and Class Counsel will provide the Financing Party and its counsel with an opportunity to conduct follow up due diligence addressing any recent material developments subject to the terms regarding confidentiality and privilege set out above, which terms are agreed to prior to Closing and shall survive the termination of this Agreement; and
 - c. The Representative Plaintiffs and Class Counsel shall work cooperatively with the Financing Party and its counsel to obtain court approval for this Agreement on terms mutually agreed by the parties. The Financing Party and its counsel may review any or all memoranda, briefing material, and other documentary or non-documentary evidence filed in support of a motion approving this arrangement. Further the Financing Party's legal counsel shall be provided with reasonable notice of any meeting or hearing concerning the approval of this Agreement and to the extent allowed by the court shall have the right to attend and participate in all such meetings or proceedings.
22. **Closing.** Closing shall occur the first business day after obtaining Court Approval for this Agreement, unless otherwise agreed to by the parties.

23. **Further Assurances.** Each of the parties hereto shall, with reasonable diligence, do all such things and provide all such reasonable assurances as may be required to consummate the transactions contemplated by this Agreement, and each party hereto shall provide such further documents or instruments required by any other party hereto as may be reasonably necessary or desirable to effect the purpose of this Agreement and carry out its provisions.
24. **Entire Agreement.** This Agreement and the agreements and other documents required to be delivered pursuant to this Agreement constitute the entire agreement between the parties hereto and set out all the covenants, promises, warranties, representations, conditions, understandings and agreements between the parties relating to the subject matter of this Agreement and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written. There are no covenants, promises, warranties, representations, conditions, understandings or other agreements, oral or written, express, implied or collateral between the parties in connection with the subject matter of this Agreement except as specifically set forth in this Agreement and any document required to be delivered pursuant to this Agreement.
25. **Severability.** If any provision of this Agreement, or the application thereof to any person or circumstances, is or becomes invalid or unenforceable, the remaining provisions shall not be affected and each provision shall be valid and enforceable to the full extent permitted by law.
26. **Assignment.** This Agreement may not be assigned by the parties hereto without the prior written consent of the other parties hereto, and shall enure to the benefit of and be binding on the parties hereto and their respective successors, assigns, heirs, administrators, trustees and executors, as the case may be.
27. **Amendments.** This Agreement may not be amended without the prior written consent of all of the parties hereto.
28. **Notices.**
- a. All notices given under this Agreement shall be in writing and may be served personally, by post, facsimile or by email.
 - b. The Financing Party shall serve on Class Counsel a copy of any notice given or received by the Financing Party.
 - c. The Representative Plaintiffs shall serve on Class Counsel a copy of any notice given or received by the Representative Plaintiffs.
 - d. The address for service of the Financing Party will be:

BridgePoint Global Litigation Services Limited Partnership V
201 – 133 Richmond Street West
Toronto, Ontario M5H 2L3
Tel: 1-888-800-4966
Fax: 416-941-9035
Attention: Grace Tsang
Email: tsang@bpfin.com

e. The address for service of the Representative Plaintiffs will be:

Klein Lyons
100 King Street West
Toronto, Ontario M5X 1B8
Tel: (416) 506-1944
Fax: (416) 5060601
Attention: Doug Lennox
Email: dlennox@kleinlyons.com

f. The address for service of Class Counsel shall be the same as the address for service of the Representative Plaintiffs as specified above.

g. Notices shall be deemed to be received on the day after they are posted and the day after they are transmitted by facsimile or email.

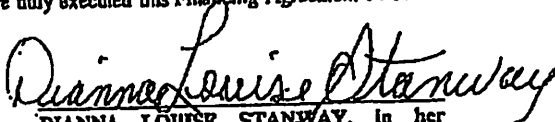
29. **Counterparts Permitted.** This Agreement may be executed in one or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

30. **Governing Law.** This Agreement is a contract made under and shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein, without reference to provisions relating to conflicts of laws. The parties hereto irrevocably attorn to the exclusive jurisdiction of the courts of the Province of British Columbia.

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IN WITNESS OF WHICH the parties hereto have duly executed this Financing Agreement as of the date first written above.

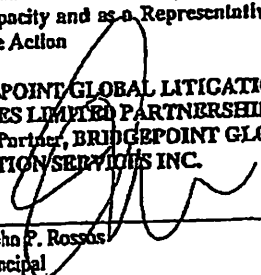
Witness

} 
DIANNA LOUISE STANWAY, in her individual capacity and as a Representative Plaintiff in the Action

Witness

} _____
KATHRYN WILLIS, in her individual capacity and as a Representative Plaintiff in the Action


BRIDGEPOINT GLOBAL LITIGATION SERVICES LIMITED PARTNERSHIP V, by its General Partner, BRIDGEPOINT GLOBAL LITIGATION SERVICES INC.



Name: John P. Rossas
Title: Principal

The undersigned is executing a counterpart to this Agreement to acknowledge the terms provided for herein, and shall be bound only by those terms to the extent that same relate to Class Counsel as explicitly stated herein.

KLEIN LYONS, in its capacity as Class Counsel



Name: Doug Lennox
Title: Partner

IN WITNESS OF WHICH the parties hereto have duly executed this Financing Agreement as of the date first written above.

Witness

Gerald Willis

Witness

)
)
)

DIANNA LOUISE STANWAY, in her individual capacity and as a Representative Plaintiff in the Action

)
)
)
Kathryn A. Willis

KATHRYN WILLIS, in her individual capacity and as a Representative Plaintiff in the Action

BRIDGEPOINT GLOBAL LITIGATION SERVICES LIMITED PARTNERSHIP V, by its General Partner, BRIDGEPOINT GLOBAL LITIGATION SERVICES INC.

Name: John P. Rossos
Title: Principal

The undersigned is executing a counterpart to this Agreement to acknowledge the terms provided for herein, and shall be bound only by those terms to the extent that same relate to Class Counsel as explicitly stated herein.

KLEIN LYONS, in its capacity as Class Counsel

Name: Doug Lennox
Title: Partner

SCHEDULE "A"

SUMMARY OF TERMS

Item	Definition								
Maximum Commitment	* (Disbursement financing shall be available in increments of \$*, beginning at \$*)								
Set-Up Fee	3.50% of the Maximum Commitment plus HST *								
Transaction Funds	*								
Contingent Value Right*	<table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th style="text-align: center;">Disbursement Financing Amount (\$)</th> <th style="text-align: center;">Financing Fee (%)</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">*</td> <td style="text-align: center;">3.00</td> </tr> <tr> <td style="text-align: center;">*</td> <td style="text-align: center;">4.50</td> </tr> <tr> <td style="text-align: center;">*</td> <td style="text-align: center;">6.00</td> </tr> </tbody> </table>	Disbursement Financing Amount (\$)	Financing Fee (%)	*	3.00	*	4.50	*	6.00
Disbursement Financing Amount (\$)	Financing Fee (%)								
*	3.00								
*	4.50								
*	6.00								
*Subject to a Trial Premium, Appeal Premium, and/or Duration Premium									
Trial Premium	Where the Action proceeds to a Common Issues Trial and is resolved by a settlement and/or judicial award in favour of the Class, the Financing Fee shall be multiplied by a factor of 1.25 to compensate for the higher risk borne by the Financing Party.								
Appeal Premium	Where in each instance leave to appeal is applied for by the Defendant and granted by an appellate court and a decision governing the merits of the common issues is delivered by the appellate court, the Financing Fee (after the Trial Premium has been applied) shall be multiplied by a factor of 1.25 for each level of appeal over and above the Trial Premium to compensate for the higher risk borne by the Financing Party.								
Duration Premium	In the event the Action is not fully resolved within thirty-six (36) months of the date of execution of the Financing Agreement between the parties, 0.50% shall be added to the Financing Fee for each subsequent year.								

SCHEDULE "B"

Financing Request Form

TO: BRIDGEPOINT GLOBAL LITIGATION SERVICES LIMITED PARTNERSHIP V

RE: Financing Agreement dated March 7, 2014 ("Agreement") made by and between BridgePoint Global Litigation Services Limited Partnership V, the Representative Plaintiffs and Class Counsel in *Stanway v. Wyeth*, Supreme Court of British Columbia, Court File No. S11075.

The Financing Request Form is incorporated by reference in the Agreement and forms an integral part of it. The Representative Plaintiffs and Class Counsel acknowledge the representations, warranties and covenants provided to the BridgePoint Global Litigation Services Limited Partnership V equally apply to the information contained in this form.

TOTAL FINANCING REQUEST: \$ _____

Description of Disbursement	Amount	Is a copy of the invoice attached? <input type="checkbox"/> Yes <input type="checkbox"/> No
		<input type="checkbox"/> Yes <input type="checkbox"/> No
		<input type="checkbox"/> Yes <input type="checkbox"/> No
		<input type="checkbox"/> Yes <input type="checkbox"/> No
		<input type="checkbox"/> Yes <input type="checkbox"/> No
		<input type="checkbox"/> Yes <input type="checkbox"/> No
		<input type="checkbox"/> Yes <input type="checkbox"/> No
		<input type="checkbox"/> Yes <input type="checkbox"/> No
		<input type="checkbox"/> Yes <input type="checkbox"/> No

By signing below, I certify the accuracy of the information contained in this Financing Request Form. I further authorize the Lender to discuss and/or confirm any information relating to the services provided by experts as may be required from time to time.

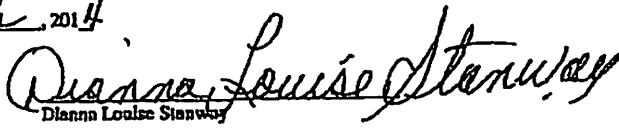
Dated at _____ this 14th day of March, 2014


Klein-Lyons

Name: DEBORAH LENNOX

By signing below, we certify the accuracy of the information contained in this Financing Request Form. We further authorize the Lender to discuss and/or confirm any information relating to the services provided by experts as may be required from time to time.

Dated at _____ this 11 day of March, 2014


Dianna Louise Stanway

Dated at _____ this _____ day of _____, 201_____

Kathryn Willis

SCHEDULE "B"

Financing Request Form

TO: BRIDGEPOINT GLOBAL LITIGATION SERVICES LIMITED PARTNERSHIP V

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TOTAL FINANCING REQUEST: \$ _____

Description of Disbursement	Amount	Is a copy of the invoice attached? <input type="checkbox"/> Yes <input type="checkbox"/> No
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		<input type="checkbox"/> Yes <input type="checkbox"/> No
		<input type="checkbox"/> Yes <input type="checkbox"/> No
		<input type="checkbox"/> Yes <input type="checkbox"/> No
		<input type="checkbox"/> Yes <input type="checkbox"/> No
		<input type="checkbox"/> Yes <input type="checkbox"/> No
		<input type="checkbox"/> Yes <input type="checkbox"/> No
Total		<input type="checkbox"/> Yes <input type="checkbox"/> No

By signing below, I certify the accuracy of the information contained in this Financing Request Form. I further authorize the Lender to discuss and/or confirm any information relating to the services provided by experts as may be required from time to time.

Dated at LAURE DU BONNET, AB this 14 day of MARCH, 2014

Klein Lyons
Name:

By signing below, we certify the accuracy of the information contained in this Financing Request Form. We further authorize the Lender to discuss and/or confirm any information relating to the services provided by experts as may be required from time to time.

Dated at _____ this ____ day of _____, 201__.

Dated at LAURE DU BONNET, AB this 14 day of MARCH, 2014

Dianna Louise Stanway

Kathryn A. Willis
Kathryn Willis

SCHEDULE "C"

Illustrative Scenarios

* REDACTED

* REDACTED

SCHEDULE "D"

IRREVOCABLE AUTHORIZATION AND DIRECTION

TO: Klein Lyons
100 King Street West
Toronto, Ontario M5X 1B8
(Attn: Doug Lannox)
Tel: (416) 506-1944
Fax: (416) 506-0601

FROM: Dianna Louise Stanway and Kathryn Willis

RE: BridgePoint Global Litigation Services Limited Partnership V Disbursement Financing

WE, DIANNA LOUISE STANWAY and KATHRYN WILLIS, representative plaintiffs in the class action against Wyeth Canada Inc., Wyeth Pharmaceuticals Inc., Wyeth Holdings Canada Inc., Wyeth Canada, Wyeth-Ayerst International Inc., and Wyeth filed in the Supreme Court of British Columbia, with the Court File No. SS11075 ("Class Action"), HEREBY IRREVOCABLY AUTHORIZE, DIRECT, AND INSTRUCT ON BEHALF OF THE CLASS our legal counsel, KLEIN LYONS, and any other counsel whom we, on behalf of the Class, may retain as new counsel or co-counsel in the future, ("Class Counsel") who shall (i) agree to act in accordance with the terms of this Irrevocable Authorization and Direction and (ii) be bound by its provisions upon being presented with this document by the Financing Party, that where one of the following Payment Events occurs during the Class Action where an Award (as defined in the Financing Agreement dated March 7, 2014) is paid or payable to or obtained or collected by us and/or the Class in satisfaction of:

- (i) The full or partial settlement of any legal claim in relation to the Class Action;
(ii) Judgment awarded to the Class against the Defendant in relation to the full or partial resolution of any legal claim comprising the Class Action including any orders for costs; or
(iii) The payment to Class Counsel of any consideration, costs, or compensation representing disbursements, legal fees, or fees for any other services that directly or indirectly compensate Class Counsel for providing legal services to the Class and includes those have been approved or ordered by a court of competent jurisdiction;

then to pay the above noted Financing Party any amounts owing to the Financing Party from the Award pursuant to the Financing Agreement within five (5) Business Days of receiving the Award and this shall be your good and sufficient authority for doing so.

Dated at _____, this 11 day of March, 2014

Dianna Louise Stanway

Dianna Louise Stanway, personally and as Representative Plaintiff for the Class Action

Kathryn Willis, personally and as Representative Plaintiff for the Class Action

ACKNOWLEDGMENT

We, KLEIN LYONS, acting as Class Counsel for DIANNA LOUISE STANWAY and KATHRYN WILLIS, acknowledge receipt of this Irrevocable Letter of Authorization and Direction and covenant and undertake to abide by our clients' direction.

Dated at _____, this 11 day of March, 2014.

KLEIN LYONS

Doug Lannox
Partner