

AMENDED PLAN OF COMPROMISE AND ARRANGEMENT

**Pursuant to the
Companies' Creditors Arrangement Act (Canada)
concerning, affecting and involving**

**THE CANADIAN RED CROSS SOCIETY/
LA SOCIÉTÉ CANADIENNE DE LA CROIX-ROUGE**

**DATED JULY 31, 2000
as Amended and Approved at
Meetings of Creditors held on August 30, 2000**

TABLE OF CONTENTS

Page No.

ARTICLE 1 INTERPRETATION.....	1
1.01 Definitions.....	1
1.02 Headings, etc.....	5
1.03 Extended Meanings.....	6
1.04 Valuation.....	6
1.05 Currency.....	6
1.06 Schedules.....	6
ARTICLE 2 PURPOSE AND EFFECT OF THE PLAN.....	7
2.01 Purpose.....	7
2.02 Persons Affected.....	7
2.03 Uncompromised Claims.....	7
2.04 Overview of Reorganization.....	8
ARTICLE 3 CLASSES.....	8
3.01 Classification of Creditors.....	8
ARTICLE 4 TREATMENT OF ORDINARY CREDITORS.....	9
4.01 Ordinary Claims Valued at \$10,000 or less.....	9
4.02 Ordinary Claims Valued at Greater than \$10,000.....	9
4.03 Payment by the Society.....	9
4.04 Extinguishment of Debt.....	9
4.05 Voting of Ordinary Claims.....	10
4.06 Barring of Ordinary Claims.....	10
ARTICLE 5 TREATMENT OF TRANSFUSION CLAIMANTS AND HIV CLAIMANTS.....	10
5.01 Generally.....	10
5.02 Voting of Transfusion Claims.....	10
5.03 Voting of HIV Claims.....	11
5.04 Funding of the Trust.....	11
5.05 The Trust.....	11
5.06 Treatment of Transfusion Claimants Entitled to Receive Compensation under the FPT 1986-1990 Settlement.....	12
5.07 Treatment of Insurers and Co-Defendants.....	13
5.08 Fund For CJD Claims.....	13
5.09 Fund for Prison Blood HCV Class Action.....	14
5.10 HIV Claims.....	14
5.11 Other Transfusion Claims.....	16
5.12 The Pre-86/Post-90 HCV Class Actions.....	17
5.13 Extinguishment, etc. of Transfusion Claims and HIV Claims.....	17
ARTICLE 6 PLAN APPROVAL.....	18
6.01 Meetings.....	18
6.02 Class Voting.....	19
6.03 Creditor Approval.....	19
6.04 Application for Sanction Order.....	19
6.05 Sanction Order.....	19
ARTICLE 7 PLAN IMPLEMENTATION.....	21
7.01 Conditions of Plan Implementation.....	21

	Page No.
7.02 Waiver of Plan Implementation Conditions	22
7.03 Implementation of Plan.....	22
7.04 Non-Implementation	22
7.05 Additional Releases	22
 ARTICLE 8 GENERAL.....	 23
8.01 Effect of Plan.....	23
8.02 Waiver of Defaults	23
8.03 Amendments, etc.	23
8.04 Further Assurances	23
8.05 Guarantees and Similar Covenants	24
8.06 Consents, Waivers and Agreements	24
8.07 Paramountcy	24
8.08 Successors and Assigns	24
8.09 Governing Law	25
8.10 Time.....	25
8.11 Date for Any Action.....	25
8.12 Deeming Provisions.....	25
8.13 Different Capacities	25

**THE CANADIAN RED CROSS SOCIETY
AMENDED PLAN OF COMPROMISE AND ARRANGEMENT PURSUANT TO THE
COMPANIES' CREDITORS ARRANGEMENT ACT**

**ARTICLE 1
INTERPRETATION**

1.01 Definitions

In this Plan (including the Schedules hereto) unless otherwise stated or unless the context otherwise requires:

“Blood” means blood or blood derivatives or blood products collected or supplied by the Society prior to September 28, 1998;

“Business Day” means a day which is not a Saturday, or Sunday, or a day observed as a public holiday under the laws of the Province of Ontario or under the laws of Canada applicable therein;

“CCAA” means the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended;

“CCAA Proceedings” means the proceedings of the Society under the CCAA commenced pursuant to the Initial Order;

“Charitable Purpose Claim” means, for the purposes of this Plan, any Claim arising from the legal right or interest of a Person, who had provided funding to the Society for use by the Society for a charitable purpose, to have the Society use those funds for that purpose;

“CJD Claim” means a Transfusion Claim arising as a result of a Person contracting Creutzfeld-Jacob Disease from Blood;

“Claim” means any right of any Person against the Society in connection with any indebtedness, liability, lien or obligation of any kind of the Society, whether liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, present, future, known, or unknown, by guarantee, surety or otherwise, and whether or not such right is executory in nature, including without limitation, the right or ability of any Person to advance a claim for contribution or indemnity or otherwise with respect to any matter, action, cause or chose in action;

“Claims Order” means either of the Ordinary Claims Order or the Transfusion Claims Order;

“Co-Defendant” means a Person with a Co-Defendant Claim;

“Co-Defendant Claim” means a claim of a Person, other than an FPT Government, arising either as a result of a claim against that Person by a Transfusion Claimant or HIV Claimant or as a result of a cross-claim, third party claim or other claim for contribution or indemnity against that Person by another Person which cross-claim, third party claim or other claim for contribution or indemnity results from a claim by a Transfusion Claimant or HIV Claimant;

“Court” means the Superior Court of Justice, in Ontario, formerly the Ontario Court (General Division);

“Creditor Approval” means the approval of this Plan by the Creditors in accordance with the terms of Section 6.03 hereof and the CCAA;

“Creditor” means any Person with a Claim and any legal representative, guardian, trustee, liquidator, receiver, receiver and manager or other Person legally acting on behalf of such Person;

“Equipment Lease” means a lease to the Society, as lessee, of personal property (including tangibles, intangibles, fixtures, equipment and motor vehicles);

“Excluded HIV Claim” means any Claim in the Court proceedings specifically described in Schedule A hereto;

“FPT 1986-1990 Settlement” means the class action settlement evidenced by an agreement entitled “the 1986-1990 Hepatitis C Settlement Agreement” made as of June 15, 1999 between the FPT Governments and certain plaintiffs with class action claims against the FPT Governments, the Society and others together with the schedules to that agreement entitled the Transfused HCV Plan, the Hemophiliac HCV Plan and all other schedules to said settlement agreement and all orders giving effect to and implementing the settlement except that, for the purposes of this Plan, FPT 1986-1990 Settlement does not include the provisions of the schedule entitled the Federal/Provincial/Territorial Assistance Program for HIV Secondarily – Infected Individuals;

“FPT Governments” means the Government of Canada and the Governments of each of the Provinces and Territories of Canada;

“HIV” means the human immunodeficiency virus;

“HIV Claim” means any Claim, other than an Excluded HIV Claim, at any time arising either directly or indirectly as a result of any Person having been infected with HIV directly or indirectly as a result of the receipt by any Person of Blood;

“HIV Claimant” means any Creditor with an HIV Claim;

“Initial Order” means the Order of The Honourable Mr. Justice Blair issued July 20, 1998, as amended or varied, ordering and declaring, *inter alia*, that the Society is a company to which the CCAA applies;

“Insurance Policies” means only such policies of insurance under which the Society, as the insured, may have coverage for Transfusion Claims or HIV Claims;

“Insurers” means the Society’s insurers under the Insurance Policies, and includes The Dominion of Canada General Insurance Company and Commercial Union Assurance;

“Listed HIV Claim” means any HIV Claim arising from or asserted in the Court proceedings described in Schedule B hereto;

“Meetings Order” means those provisions of the Transfusion Claims Order directing the calling and holding of the Meetings and the conduct of the Meetings, as amended or varied by the Court, and for the purposes of this Plan shall include the Orders of the Court dated July 28, 1999, February 25, 2000 and June 27, 2000;

“Meetings” means meetings of classes of Creditors to consider and vote upon the Plan;

“Monitor” means Ernst & Young Inc., being the Monitor of the Society appointed as such under the Initial Order;

“Other Transfusion Claim” means (i) a Transfusion Claim that is not a CJD Claim, does not fall within the Prison Blood HCV Class Action and does not fall within any of the Pre-86/Post-90 HCV Class Actions, either by reason of the nature of the Claim or by reason that it becomes provable after the cut-off for participation in the settlement of the Prison Blood HCV Class Action or the Pre-86/Post-90 HCV Class Actions, or (ii) an HIV Claim that becomes provable after the cut-off for participation in the references described in Section 5.10;

“Order” means an order of a court of competent jurisdiction being, unless otherwise specified, the Court;

“Ordinary Claim” means any Claim in existence on July 20, 1998, other than an Unaffected Claim, a Transfusion Claim or an HIV Claim;

“Ordinary Claims Order” means the Order of the Court issued November 26, 1998 establishing the proof of claim process for Ordinary Creditors, as amended or varied by the Court, and for the purposes of this Plan shall include the Orders of the Court dated February 10, 1999 and May 5, 1999 and any Order or provision thereof specifically dealing with one or more Ordinary Claims;

“Ordinary Creditor” means any Creditor with an Ordinary Claim;

“Person” means any individual, partnership, joint venture, trust, corporation, unincorporated organization, committee, government, or agency or instrumentality thereof, or any other juridical entity howsoever designated or constituted;

“Plan” means this Amended Plan of Compromise and Arrangement, as the same may be amended from time to time prior to or at the Meetings;

“Plan Escrow” means [the escrow fund in which the contributions of Plan Participants shall be held pending Plan Implementation](#);

“Plan Implementation Date” means the Business Day on which the conditions to the Plan, as set out in Article 7 hereof, have been satisfied, fulfilled or waived;

“Plan Implementation” means the implementation, in accordance with the terms of this Plan, of the compromises and arrangements herein;

“Plan Participant” means any Insurer or Co-Defendant that is listed in Schedule C hereto and in respect of which the Monitor has confirmed that as at the date of the Meetings such Insurer or Co-Defendant has made the contribution to the Plan Escrow agreed upon between it and the Society;

“Pre-86/Post-90 HCV Class Action” means any one of the three class actions in British Columbia, Ontario and Quebec brought on behalf of Persons who were infected with the Hepatitis C Virus from Blood received before January 1, 1986 or after July 1, 1990;

“Prison Blood HCV Class Action” means the action in Ontario having Court File No. 99-CV-162855;

“Proven Claim” means the amount of the Claim of a Creditor, for voting purposes only, determined in accordance with the provisions of the Claims Order or this Plan, and which has become a Proven Claim pursuant to and as defined in the Claims Order, thereby entitling the Creditor to vote in respect of the Plan and, in the context of distributions to Ordinary Creditors, means the amount of an Ordinary Claim, for distribution purposes, determined in accordance with the provisions of the Ordinary Claims Order and which has become a Proven Claim pursuant to and as defined in the Ordinary Claims Order;

“Record Date” means the date set by the Court in the Meetings Order, as the date by which Proven Claims or the assignment thereof must be registered with the Monitor in order that the holder of the Proven Claim on that date may vote at the Meetings;

“Referee” means [the Honourable Richard E. Holland](#), Q.C., in his capacity as the referee for HIV Claims, and, failing his ability to so act, an individual named by this Court on notice to the service list in the CCAA Proceedings;

“Sanction Hearing” means the hearing in Court of a motion for the Sanction Order;

“Sanction Order” means an Order of the Court approving and sanctioning this Plan and containing terms having substantially the effect described in Section 6.05 of this Plan;

“Secured Claims” means those Claims which are secured upon assets of the Society (including Claims of lessors secured under Equipment Leases), but only to the extent of the secured portion thereof;

“Society” means The Canadian Red Cross Society/La Société Canadienne de la Croix-rouge, a corporation continued under Part II of the *Canada Corporations Act*;

“Transfusion Claim” means any Claim, other than an Unaffected Claim or an HIV Claim, at any time arising either directly or indirectly as a result of the receipt by any Person of Blood.

“Transfusion Claimant” means any Creditor with a Transfusion Claim;

“Transfusion Claims Order” means the Order of the Court dated May 5, 1999 establishing the proof of claim process for Persons with Transfusion Claims, as amended or varied by the Court, and for the purposes of the Plan shall include the Orders of the Court dated July 28, 1999 and October 22, 1999 and any Order or provision thereof specifically dealing with one or more Transfusion Claims and/or HIV Claims;

“Trust” means the trust for the benefit of Transfusion Claimants and HIV Claimants, which is to be established in accordance with Article 5 of this Plan, providing for the creation of a trust estate pursuant to which the Transfusion Claims and HIV Claims will be satisfied and/or discharged as against the Society and the Plan Participants;

“Trust Agreement” means that agreement among the Society, the Plan Participants and the Trustee, to be entered into on the Plan Implementation Date subject to the terms of this Plan, pursuant to which the Trust shall be established and governed;

“Trust Counsel” means [Michael Royce](#), in his capacity as the lawyer retained by the Trustee to represent the Trust and, failing his ability to so act, an individual named by this Court on notice to the service list in the CCAA Proceedings;

“Trustee” means [the Honourable Peter Cory](#), in his capacity as the trustee of the Trust and, failing his ability to so act, an individual named by this Court on notice to the service list in the CCAA Proceedings; and

“Unaffected Claims” means the Claims that are described in Section 2.03.

1.02 Headings, etc.

The division of this Plan into Articles and Sections and the use of headings is for convenience of reference only and does not affect the construction or interpretation of this Plan. The terms “this Plan”, “hereof”, “hereunder”, and similar expressions refer to this Plan and not to any particular Article, Section or other portion hereof and include any agreement supplemental hereto.

1.03 Extended Meanings

In this Plan words importing the singular number include the plural and vice versa.

1.04 Valuation

For purposes of proofs of claim, voting and distribution, all Ordinary Claims are valued as at July 20, 1998 in accordance with the Ordinary Claims Order and this Plan. For purposes of voting only, each Transfusion Claim is valued at \$1.00, each HIV Claim is valued at \$1.00 and the Claims of the FPT Governments in Class 4 are valued in accordance with Section 6.02.

1.05 Currency

All references to currency in the Plan are to lawful money of Canada unless otherwise stated herein. All Claims denominated in a currency other than money of Canada have been converted to the equivalent thereof in money of Canada in accordance with the Claims Order.

1.06 Schedules

The following Schedules annexed hereto form part of this Plan:

- (a) Schedule A – Excluded HIV Claims
- (b) Schedule B – Listed HIV Claims
- (c) Schedule C – List of Potential Plan Participants

ARTICLE 2
PURPOSE AND EFFECT OF THE PLAN

2.01 Purpose

The purpose of this Plan is to effect:

- (a) an arrangement with the Transfusion Claimants;
- (b) an arrangement with the HIV Claimants; and
- (c) an arrangement with the Ordinary Creditors of the Society,

to enable the Society to continue in the expectation that all Persons with an interest in the Society, or who may rely upon or require the assistance of the Society and its national and international humanitarian services, will derive a greater benefit from its continued operation as a going concern than would result from the immediate sale or forced liquidation of the Society's assets.

2.02 Persons Affected

This Plan will be implemented under the CCAA and will become effective on, and be binding on and after, the Plan Implementation Date, upon the Society, the Ordinary Creditors, the Transfusion Claimants, the HIV Claimants, Co-Defendants and the FPT Governments.

2.03 Uncompromised Claims

Notwithstanding that this Plan shall be effective and binding as against them upon Plan Implementation, the following shall not be compromised by this Plan:

- (a) Secured Claims;
- (b) Claims, other than Transfusion Claims and HIV Claims, arising after July 20, 1998;
- (c) Charitable Purpose Claims;
- (d) the rights attributable to a member of the Society;
- (e) the obligations of the Society pursuant to an agreement evidenced by a Memorandum of Agreement dated the 17th day of January, 2000 between the Society and Service Employees' International Union Locals 183, 210, 220, 268, 478 and 532 and, by counterpart, Local 204;
- (f) Excluded HIV Claims; and

(g) Co-Defendant Claims, by virtue of the provisions of Section 5.13 of this Plan, the benefits and burdens of which leave them uncompromised.

2.04 Overview of Reorganization

The arrangement and compromise under this Plan involves the following essential elements:

(a) subject to the approval by the Creditors of this Plan and the issuance of the Sanction Order, the Society and the Plan Participants will enter into the Trust Agreement on the Plan Implementation Date and shall settle the Trust therein by paying the sum of no less than \$79.0 million into the Trust, which Trust shall fund the settlement of Transfusion Claims and HIV Claims as against the Society and the Plan Participants;

(b) on the Plan Implementation Date, the Society will provide for payment to the Ordinary Creditors in accordance with the provisions of Article 4 hereof in full satisfaction of their Proven Claims; and

(c) before and after Plan Implementation, the Society will carry on with its national and international charitable and humanitarian activities.

ARTICLE 3 CLASSES

3.01 Classification of Creditors

The classification of Creditors for the purposes of considering and voting on this Plan is based on the commonality of interest of such Creditors, such that Creditors with essentially similar rights against the Society and which are receiving essentially similar treatment have been grouped together in the following classes for purposes of the Plan:

(a) Class 1

The Ordinary Creditors shall constitute one class, to be identified as Class 1;

(b) Class 2

The Transfusion Claimants shall constitute one class, to be identified as Class 2;

(c) Class 3

The HIV Claimants shall constitute one class, to be identified as Class 3; and

(d) Class 4

The FPT Governments shall constitute one class, to be identified as Class 4.

**ARTICLE 4
TREATMENT OF ORDINARY CREDITORS**

4.01 Ordinary Claims Valued at \$10,000 or less

On the Plan Implementation Date all Ordinary Creditors with Proven Claims not exceeding \$10,000 in the aggregate and all Ordinary Creditors with Proven Claims greater than \$10,000 in the aggregate who elect, by notice in writing to the Monitor received by the Monitor at least two Business Days prior to the Meeting, to value their Ordinary Claims at \$10,000 for distribution purposes shall be entitled to receive from the Society the lesser of \$10,000 and the amount of their Proven Claims in full satisfaction of their Ordinary Claims. For greater certainty, no amount will be paid on account of interest on an Ordinary Claim for any period after July 20, 1998. Payments due under this Section 4.01 shall be made in accordance with Section 4.03.

4.02 Ordinary Claims Valued at Greater than \$10,000

On the Plan Implementation Date all Ordinary Creditors with Proven Claims greater than \$10,000 in the aggregate who have not elected to be treated pursuant to Section 4.01 shall be entitled to receive from the Society an amount equal to 67% of the amount of their Proven Claims in full satisfaction of their Ordinary Claims. For greater certainty, no amount will be paid on account of interest on an Ordinary Claim for any period after July 20, 1998. Payments due under this Section 4.02 shall be made in accordance with Section 4.03.

4.03 Payment by the Society

The Society shall, on the Plan Implementation Date, calculate the amounts payable by it under Sections 4.01 and 4.02 and fund a bank chequing account with the aggregate of such amounts. The Society shall, within thirty days after the Plan Implementation Date, mail (or otherwise deliver in a manner agreed to by both the Society and the Ordinary Creditor in question) to each Ordinary Creditor so entitled, a cheque drawn on the account established in accordance with this Section in the amount which such Ordinary Creditor is entitled to receive pursuant to either Section 4.01 or 4.02.

4.04 Extinguishment of Debt

On the Plan Implementation Date, all Ordinary Claims will be extinguished and the Society and its present and former officers, governors and employees will be released from all claims, liabilities and obligations with respect thereto.

4.05 Voting of Ordinary Claims

Each Ordinary Creditor with a Proven Claim shall be entitled to vote in Class 1 with one vote in the amount of the aggregate of that Creditor's Proven Claim, whether or not that Creditor has elected to have its Proven Claim valued at less than that amount pursuant to Section 4.01.

4.06 Barring of Ordinary Claims

Any (i) Ordinary Creditor who has not submitted a Proof of Claim in accordance with the Ordinary Claims Order, or (ii) Person whose Ordinary Claim has been rejected by the Society and has not delivered a Dispute Notice in accordance with the Ordinary Claims Order shall not be entitled to any distribution under the Plan and such Person shall be forever barred from asserting, in the former case, any Ordinary Claim, and in the latter case, the Ordinary Claim.

ARTICLE 5

TREATMENT OF TRANSFUSION CLAIMANTS AND HIV CLAIMANTS

5.01 Generally

For the purposes of this Plan, the Transfusion Claimants and the HIV Claimants shall receive the treatment provided in this Article on account of their Transfusion Claims and HIV Claims, respectively, and, on the Plan Implementation Date, all Transfusion Claims and HIV Claims shall be compromised, as against the Society and the Plan Participants, in accordance with the terms hereof. The treatment of Transfusion Claimants and HIV Claimants as set out in this Article 5, in this Plan generally, and in any other document filed in these proceedings or created for the purpose of furthering any aspect of this Plan, shall not constitute any admission of liability on the part of the Society or any Person to any Transfusion Claimant, HIV Claimant or to any other Person with a claim against the Society as a result of the receipt by any Person of Blood collected or supplied by the Society at any time. Any payment made to a Transfusion Claimant or HIV Claimant as contemplated by this Plan or any other action taken by or on behalf of the Society in furtherance of this Plan shall be totally without prejudice to the Society's position in, and defence of, any pending or future litigation and shall not be referred to or relied upon for any purpose in such litigation except at the instance of the Society or its Insurers.

5.02 Voting of Transfusion Claims

Subject to Section 5.06, each Transfusion Claimant with a Proven Claim shall be entitled to vote in Class 2 with one vote valued for voting purposes only in the amount of \$1.00.

5.03 Voting of HIV Claims

Each HIV Claimant with a Proven Claim shall be entitled to vote in Class 3 with one vote valued for voting purposes only in the amount of \$1.00. For HIV Claims, a Proven Claim shall refer to a Claim previously filed as a Transfusion Claim pursuant to the Transfusion Claims Order, which Claim clearly identified HIV as the disease to which the Claim relates, and which Claim is a Proven Claim pursuant to the Transfusion Claims Order.

5.04 Funding of the Trust

- (a) Any Insurer or Co-Defendant wishing to be a Plan Participant shall pay its contribution by wire transfer or certified funds to the Monitor in trust before the Meetings and upon receipt thereof the Monitor shall deposit same in an interest-bearing cash trust account pursuant to the Plan Escrow.
- (b) At the Meetings the Monitor will announce the names of those Insurers and Co-Defendants who have contributed to the Plan Escrow in a manner agreed upon between each contributor and the Society, and are on the list in Schedule C hereto, and are therefore, as of the date of the Meetings, Plan Participants. The amount of any individual contribution by a Plan Participant shall not be disclosed by any Person to any other Person who is not a Plan Participant, the Monitor or the Society or their respective advisers.
- (c) At the Meetings the Monitor will announce the total amount then held in the Plan Escrow.
- (d) Provided that the conditions set forth in Section 7.01 have been satisfied or waived, the Society shall, on the Plan Implementation Date, pay the sum of \$70,025,000.00, plus interest accrued thereon (as calculated by the Monitor) since the date of the Sanction Order, to the Trust.
- (e) Provided that the conditions set forth in Section 7.01 have been satisfied or waived, the Monitor shall, on the Plan Implementation Date, pay to the Trust all funds then held in the Plan Escrow including all interest accrued thereon.

5.05 The Trust

Upon receiving the amounts described in the paragraphs 5.04(d) and 5.04(e), the Trustee shall forthwith establish the following trust accounts within the Trust:

- (a) a \$600,000 fund for CJD Claims, pursuant to the provisions of Section 5.08;
- (b) a \$1.0 million fund for the Prison Blood HCV Class Action pursuant to the provisions of Section 5.09;
- (c) a fund for HIV Claims consisting of 14/79^{ths} of the remainder of the Trust after deducting the amounts in (a) and (b) above, pursuant to the provisions of Section 5.10 (the “HIV Fund”);
- (d) a \$500,000 fund for Other Transfusion Claims pursuant to the provisions of Section 5.11; and
- (e) the remainder, less a reserve for costs of the Trustee and the Trust Counsel, as a fund for the Pre-86/Post-90 HCV Class Actions pursuant to the provisions of Section 5.12 (the “HCV Fund”).

5.06 Treatment of Transfusion Claimants Entitled to Receive Compensation under the FPT 1986-1990 Settlement

- (a) For the purposes of this Plan, those Transfusion Claimants who would be entitled to receive payments under the FPT 1986-1990 Settlement shall be deemed to have assigned to and in favour of the FPT Governments the benefit of all of their right and interest in and to any Transfusion Claims not released. Neither the Transfusion Claimants who would be entitled to be compensated under the FPT 1986-1990 Settlement (regardless of whether or not they opt-out therefrom) nor the FPT Governments shall be eligible to receive distributions from the Trust. Subject to the provisions of sub-paragraph (b) below, only the FPT Governments shall be eligible to vote in respect of such Transfusion Claims at a Meeting, but only if not previously released. The FTP Governments shall not vote as members of Classes 2 or 3, but rather shall be permitted to vote as members of Class 4, as set out in Section 6.02. No distributions are payable to Class 4 under the Plan.
- (b) A Transfusion Claimant who is entitled to be compensated under the FPT 1986-1990 Settlement shall not be eligible to vote at the Meetings unless that Transfusion Claimant has irrevocably opted out from the FPT 1986-1990 Settlement prior to the Meetings and provides to the Monitor prior to the commencement of the Meetings evidence of having opted out satisfactory to the Monitor. A Transfusion Claimant who opts out of the FPT 1986-1990 Settlement before or after the Meetings but before the Sanction Hearing may so advise the Society in advance of the Sanction Hearing and shall then be provided with the Society’s material for and have standing to make submissions at the Sanction Hearing.

5.07 Treatment of Insurers and Co-Defendants

(a) Claims by Insurers of the Society against the Society which arise out of or relate in any way to Transfusion Claims or HIV Claims are, for the purposes of this Plan, Transfusion Claims, and include but are not limited to, claims for the deductible portion of any payment made by an Insurer to a Person who, but for such payment, would have a Transfusion Claim and Claims for reimbursement of legal expenses incurred by the Insurers in defending any past or present Transfusion Claim. Insurers with Transfusion Claims shall not be entitled to receive a distribution from the Trust, but may be eligible to contribute to the Plan and qualify as a Plan Participant.

(b) Co-Defendants shall not be entitled to vote on the Plan or to receive a distribution from the Trust, but may be eligible to contribute to the Plan and qualify as a Plan Participant.

5.08 Fund For CJD Claims

The fund established under paragraph 5.05(a) hereof shall be maintained until the earlier of 10 years following the Plan Implementation Date and the date on which the funds are exhausted. During that period any Person proving a CJD Claim to the satisfaction of the Trustee shall be entitled to the sum of \$10,000 from this fund, in exchange for delivering a full and final release in favour of the Society and all Plan Participants and an undertaking not to pursue any other party in respect of such claims except on a several basis. The law firm of Siskind, Cromarty may continue to represent the interests of Persons with potential CJD Claims, including advertising concerning the existence of this fund and advising Persons with respect to potential or actual Claims hereunder and may submit accounts to the Trustee with respect to such professional services. Subject to a right to assessment, the Trustee shall pay the accounts properly submitted to it by Siskind, Cromarty, which payments shall be made from this fund, provided that such payments do not exceed \$100,000 in the aggregate. The surplus, if any, remaining in this fund after the expiry of the 10 year period shall be paid by the Trustee to the HCV Fund.

5.09 Fund for Prison Blood HCV Class Action

The Prison Blood HCV Class Action shall be settled as against the Society and the Plan Participants out of the fund established pursuant to paragraph 5.05(b). It is a condition of Plan Implementation that this class action be certified as against the Society and the Plan Participants for the purposes of settlement, which settlement will provide that members of the Prison Blood HCV Class Action shall have one (1) year from the Plan Implementation Date to prove to the Trustee that they are members of that class. For greater certainty, the consent by the Society and by any Plan Participant to the certification of the Prison Blood Class Action shall be without prejudice to the Society's or such Plan Participant's right to revoke such consent in the event that the Plan is not implemented in accordance with its terms, in which case any certification order having been made based upon such consent shall be rendered of no force and effect. The standard of proof of membership shall be established by order of the court granting approval of the settlement. The order approving the settlement ("Settlement Order") shall contain provisions fully and finally releasing the Society and all Plan Participants and provisions to the effect that any claims against remaining (unreleased) parties may only be pursued on a several basis. Members who so qualify will be entitled to an equal share of the fund to a maximum of \$10,000 each. Any surplus remaining after the expiry of the one (1) year period from the Plan Implementation Date shall be paid by the Trustee to the HCV Fund.

5.10 HIV Claims

The fund established under paragraph 5.05(c) shall be available to satisfy HIV Claims in accordance with the terms hereof. As a condition of Plan Implementation the Plaintiffs in the Listed HIV Claims shall execute a release fully and finally releasing the Society and all Plan Participants from their respective HIV Claims, in exchange for their entitlement hereunder. The release shall include an undertaking not to pursue any other party unless on a several basis. HIV Claimants may apply to the Referee within 4 months following the Plan Implementation Date for a determination of damages with respect to their respective HIV Claim. Any references held hereunder shall be conducted on the following terms:

- (a) the Referee shall decide whether limitation periods had expired prior to July 20, 1998 and no award or payment under this Plan shall be made to an HIV Claimant where the Referee decides that the limitation period in respect of such Claim had expired prior to July 20, 1998;
- (b) the Referee shall determine whether or not the HIV Claimant has released the Society from any such HIV Claims with effect prior to the Plan Implementation Date and if it is determined that such release has been given the HIV Claimant shall not be entitled to receive any distribution under this Plan, whether from the fund for HIV Claims or otherwise;

(c) in the calculation of damages the Referee shall deduct all compensation previously paid to or presently available to the HIV Claimant whether or not such available compensation has yet been applied for, it being understood that after execution of a release for the purposes of this Section 5.10, an HIV Claimant may apply for collateral benefits such as the HIV Extraordinary Assistance Plan (“EAP”), the HIV Multi-Provincial/Territorial Assistance Program (“MPTAP”), the FPT Assistance Program for HIV Secondly Infected Individuals (“EAP II”) and the Nova Scotia Plan and execute all necessary documents;

(d) subrogated claims including claims for amounts paid or payable under EAP, MPTAP, EAP II and the Nova Scotia Plan shall not be entitled to receive payment hereunder and, more particularly, (i) no FPT Government and no department of an FPT Government providing employment insurance, health care, hospital, medical and prescription services, social assistance or welfare will be paid under this Plan; (ii) no municipality and no department of a municipality will be paid under this Plan; (iii) no Person exercising a right of subrogation will be paid under this Plan; and (iv) no payment will be made hereunder in respect of any claim being asserted as a subrogated claim or to a Person who would hold that payment (or any part thereof) in trust for any other party exercising a right of subrogation or if such payment will lead to a reduction in other payments for which the HIV Claimant would otherwise qualify;

(e) the Referee’s awards as to damages shall be final;

(f) the Referee’s awards shall be satisfied solely out of the HIV Fund;

(g) if the aggregate of all awards under this Section exceeds the amounts available from the HIV Fund the damage awards shall be satisfied with payments that are reduced pro-rata, provided further that if the pro-rata damage awards with respect to the Listed HIV Claims exceed \$10.0 million in the aggregate payments to them shall be reduced to them pro-rata so as to not exceed \$10.0 million in the aggregate;

(h) Trust Counsel shall defend the Trust at all references and the costs of Trust Counsel in connection thereto may be assessed by the Referee and shall be paid from the HIV Fund in priority to any awards out of the HIV Fund;

(i) Trust Counsel and an HIV Claimant, or their legal representative, may agree on the damage award and make a joint submission to the Referee, provided that no agreement on the damage award shall be final until accepted or amended by the Referee;

(j) costs of the Referee shall be paid from the HIV Fund in priority to all other costs and awards;

(k) damage awards may contain a component for prejudgment interest, postjudgment interest and legal costs of HIV Claimants in pursuing their Claim and their entitlement to compensation, and damage awards will not contain a component for punitive, exemplary and/or aggravated damages;

- (l) any Person accepting payment from the HIV Fund shall execute and deliver a written release in favour of the Society and the Plan Participants and an undertaking not to pursue any other parties except on a several basis;
- (m) upon application by an interested party, on notice to the Referee, the Trustee and any affected party, the Court may order that a pro-rated interim distribution be made from the HIV Fund prior to the completion of all references; and
- (n) the cost of counsel involved in negotiating this Plan on behalf of the HIV Claimants, to the extent that such costs have not been previously paid in the CCAA Proceedings, shall be paid from the HIV Fund, subject to assessment by the Referee, in priority to any awards out of the HIV Fund.

Any surplus remaining after disposition of all references filed within the 4 month period following Plan Implementation Date shall be paid to the HCV Fund.

5.11 Other Transfusion Claims

The fund established pursuant to paragraph 5.05(d) shall be held by the Trustee under the terms hereof until the earlier of the exhaustion of such fund and the expiry of 10 years following Plan Implementation Date, for the benefit of persons with Other Transfusion Claims. An Other Transfusion Claim with respect to which the Trustee is satisfied and which is submitted to the Trustee within ten (10) years after the Plan Implementation Date shall be entitled to receive a single payment from this fund in an amount not exceeding \$10,000 until it is exhausted, in exchange for delivering a full and final release in favour of the Society and all Plan Participants and an undertaking not to pursue any other party in respect of such claims except on a several basis. Any surplus remaining after the 10 year period shall be paid by the Trustee to the HCV Fund.

5.12 The Pre-86/Post-90 HCV Class Actions

The Pre-86/Post-90 HCV Class Actions shall be settled as against the Society and all Plan Participants through the application of the HCV Fund in accordance with the terms hereof. It is a condition of Plan Implementation that orders (“Settlement Orders”) be granted within the respective Pre-86/Post-90 HCV Class Actions in forms satisfactory to counsel for the plaintiffs in such respective class actions, the Society and each of the Plan Participants. The settlement of each of the Pre-86/Post-90 HCV Class Actions shall include certification, for settlement purposes, as against the Society and each of the Plan Participants and, if necessary, expansion of the membership of such class such that in combination the Pre-86/Post-90 HCV Class Actions encompass all time periods not covered by the FPT 1986 – 1990 Settlement for all Persons who received Blood in Canada. For greater certainty, the consent by the Society or by any Plan Participant to the certification of any Pre-86/Post-90 HCV Class Action shall be without prejudice to the Society’s or such Plan Participant’s right to revoke such consent in the event that the Plan is not implemented in accordance with its terms, in which case any certification order having been made based upon such consent shall be rendered of no force and effect. The Settlement Orders shall fully and finally release the Society and all Plan Participants. The HCV Fund shall be distributed by the Trustee into a single trust account to be administered by a claims administrator designated by the courts hearing the Pre-86/Post-90 HCV Class Actions in accordance with the Settlement Orders, which shall provide for the creation of a single national fund in order to provide equal payments to all members of such class actions (who do not opt out) after deduction of any legal and administrative fees permitted by any order of the courts having jurisdiction in the Pre-86/Post-90 HCV Class Actions. Transfusion Claimants who opt out in accordance with the provisions of the Settlement Orders shall nevertheless be bound by the provisions of this Plan in particular the provisions set forth in Section 5.13 and shall not be entitled to receive payment from the Trust. The Settlement Orders shall contain provisions to the effect that the plaintiffs may not pursue their claims against any remaining (unreleased) parties except on a several basis.

5.13 Extinguishment, etc. of Transfusion Claims and HIV Claims

As and from the Plan Implementation Date:

- (a) the treatment of Transfusion Claims and HIV Claims under this Plan shall be final and binding on the Society, the Plan Participants, all Transfusion Claimants and all HIV Claimants (and their respective heirs, executors, administrators, legal personal representatives, successors and assigns);
- (b) notwithstanding any other provision in this Article 5, all Transfusion Claims and HIV Claims shall be discharged, extinguished and released as against the Society and its present and former officers, governors and employees and each of the Plan Participants, provided that such discharge, extinguishment and release in favour of the Plan Participants shall only apply in respect of those Transfusion Claims and HIV Claims where the applicable individual Transfusion Claimant or HIV Claimant has received a distribution under the Plan; and

(c) no Person shall pursue or assert a Transfusion Claim or HIV Claim against any other Person if by doing so the Person against whom the Transfusion Claim or HIV Claim is asserted would, but for the extinguishment of such claims as against the Society set out above, have a cross-claim, third party claim or other claim for contribution or indemnity against the Society and its present and former officers, governors and employees. Nothing herein prevents a Person from pursuing or asserting a claim against another Person on a several basis claiming recovery only in accordance with that Person's proportion of liability since pursuing a Person for their several liability on this basis only will not give rise to a cross-claim, third party claim or other claim for contribution or indemnity against the Society and its present and former officers, governors and employees. For greater certainty, in any claim which might be pursued by reason of this Section 5.13(c), the amount the claimant may recover against any Person shall be the proportion of that claimant's damages which reflects the proportion of the liability of the Person who was sued, and not the proportion, if any, which would have been found to be the liability or responsibility of the Society and its present and former officers, governors and employees if they had been parties to the action. No Person who is sued by a Person pursuing or asserting a Transfusion Claim or an HIV Claim as permitted by this Section 5.13(c) may assert any cross-claim, third party claim or other claim for contribution or indemnity against the Society and its present and former officers, governors and employees.

ARTICLE 6 PLAN APPROVAL

6.01 Meetings

Pursuant to the Meetings Order, Meetings will be called for the members of each Class to consider and, if so determined, to approve the Plan. Such Meetings shall be held in accordance with this Plan, the Meetings Order and any further Order, and shall be chaired by the Monitor, or such other person designated by Order of the Court. The only Persons entitled to attend a Meeting are those members of the particular Class, including proxy holders, entitled to vote at the Meeting, their respective counsel and advisors, the officers, directors and legal counsel of the Society, the Monitor and its counsel, Persons appointed to act as scrutineers at the Meeting and Persons admitted by invitation of the chair of the Meeting or by a majority vote of the members of the Class present at the Meeting in person or by proxy and entitled to vote. Plan Participants are permitted to attend the Meetings of Class 2 and Class 3. The quorum for each Meeting shall be one (1) member of such class present and entitled to vote.

6.02 Class Voting

Ordinary Creditors holding Proven Claims as of the Record Date shall be entitled to vote at the Meeting for Class 1, in person or by proxy, in the amount of such Creditors' Proven Claims determined pursuant to the Claims Order. Transfusion Claimants holding Proven Claims as of the Record Date shall be entitled to vote at the Meeting for Class 2, in person or by proxy, in the amount of \$1.00. HIV Claimants holding Proven Claims as of the Record Date shall be entitled to vote at the Meeting for Class 3, in person or by proxy, in the amount of \$1.00. For the purposes of voting within Class 4, the Government of Canada shall be deemed to hold a Proven Claim valued at \$800.00, and each of the Governments of the Provinces and Territories shall be deemed to hold a Proven Claim valued at the product of \$300.00 multiplied by that Government's proportion, expressed as a fraction, of the Provincial and Territorial Government funding of the FPT 1986 – 1990 Settlement. For greater certainty, the total value of the Proven Claims in Class 4 shall be deemed to be \$1,100.00, for voting purposes.

6.03 Creditor Approval

This Plan will be approved by the Creditors if all Classes approve a resolution in favour of the Plan. The resolution shall be approved by a Class if a majority (i.e. 50% plus 1) in number of the members of that Class entitled to vote representing in the aggregate two-thirds in value of the Proven Claims of the members of that Class present and voting (either in person or by proxy) at the Meeting vote in favour of the resolution.

6.04 Application for Sanction Order

If Creditor Approval is obtained, the Society shall apply for the Sanction Order within ten (10) Business Days following the day on which Creditor Approval for this Plan is obtained. If such approval is not given at the Meeting or at any adjourned Meeting, the Society shall so report to the Court as soon as reasonably possible.

6.05 Sanction Order

In addition to sanctioning the Plan and the processes herein provided for, the Society shall apply for a Sanction Order having effect on the Plan Implementation Date or as may be otherwise provided in the Sanction Order and having substantially the effect that:

- (a) The compromises and arrangements effected hereby are approved, binding and effective as herein set out on all Creditors affected by this Plan.

(b) Subject to the performance by the Society of its respective obligations under this Plan, and except to the extent, if any, expressly contemplated by this Plan or the Sanction Order, all obligations or agreements to which the Society is a party shall be and remain in full force and effect, unamended, as at the Plan Implementation Date and no Person who is a party to any such obligation or agreement shall, following the Plan Implementation Date, accelerate, terminate, rescind, refuse to perform or otherwise repudiate its obligations thereunder, or enforce or exercise any right (including any right of set-off, dilution, or other remedy) or make any demand under or in respect of any such obligation or agreement, by reason:

- (i) of any event(s) which occurred on or prior to the date of the Plan Implementation Date which would have entitled any other Person thereto to enforce those rights or remedies (including defaults or events of default arising as a result of the insolvency of the Society);
- (ii) of the fact the Society has sought or obtained relief under the CCAA; or
- (iii) of any compromises or arrangements effected pursuant to this Plan.

(c) The restrictions imposed by paragraph 21 of the Order of the Court dated August 21, 1998 shall be terminated effective as of the Plan Implementation Date.

(d) The courts of each Province in Canada shall be requested to give recognition, aid and assistance to the Sanction Order and to the implementation of this Plan.

(e) The Monitor and any representative counsel appointed by the Court within the CCAA Proceedings shall be discharged on the Plan Implementation Date unless otherwise ordered by the Court or agreed with the Society.

(f) The appointment of the Claims Officer and any scrutineers shall cease on the Plan Implementation Date unless otherwise agreed with the Society or except only with respect to matters to be completed pursuant to this Plan after the Plan Implementation Date.

(g) Notwithstanding the foregoing, the Society shall be authorized and directed to forthwith make the payments required under the settlement agreement referred to in Section 2.03(e), which authorization and direction shall take effect immediately upon the Sanction Order being issued.

ARTICLE 7
PLAN IMPLEMENTATION

7.01 Conditions of Plan Implementation

The implementation of this Plan is conditional upon the fulfilment, satisfaction or waiver (in accordance with Section 7.02 of this Plan) of the following conditions on or before the Plan Implementation Date:

- (a) issuance of the Sanction Order;
- (b) in respect of the Sanction Order, the expiry of all applicable appeal periods and, in the event of an appeal or application for leave to appeal, final determination by the applicable appellate tribunal upholding the Sanction Order;
- (c) execution and delivery of all such agreements, resolutions, indentures, documents and other instruments which are necessary to be executed and delivered by the Society to implement the Plan and perform the Society's obligations hereunder, including without limitation the Trust Agreement;
- (d) execution and delivery by all relevant Persons other than the Society of all documentation necessary to give effect to all material terms and provisions of this Plan;
- (e) determination by the Monitor that the total amount of Proven Claims eligible for treatment under Sections 4.01 and 4.02 is not greater than \$28.0 million;
- (f) determination by the Monitor satisfactory to the Society that the sum of at least \$7.0 million is or has been made available to the Society and therefore available to fund the amounts payable under this Plan, from the Potential Pension Claims Escrow Fund established in accordance with the National Blood Program Acquisition Agreement between the Society, as vendor, and Canadian Blood Services and Héma-Québec, as purchasers;
- (g) payment into the Plan Escrow of no less than **\$8,975,000.00** by the Plan Participants;
- (h) approval by the Society and each of the Plan Participants as to the form of each of the Settlement Orders referenced in Section 5.09 and 5.12 hereof;
- (i) the issuance of each of the Settlement Orders referenced in Section 5.09 and Section 5.12 hereof, the expiry of all applicable appeal periods and, in the event of an appeal or application for leave to appeal, final determination by the applicable appellate tribunal upholding the respective Settlement Order; and
- (j) the execution of the releases referred to in Section 5.10 by each of the Listed HIV Claimants.

7.02 Waiver of Plan Implementation Conditions

For a condition in Section 7.01 of the Plan to be fulfilled and satisfied, the Society, acting reasonably, must so agree, and any condition may be waived by the Society or by the Court upon the application of the Society or an affected party on notice to the Society. The conditions set out in paragraphs 7.01(g) - 7.01(j) may only be waived by unanimous agreement among the Society and all of the Plan Participants.

7.03 Implementation of Plan

Subject to the satisfaction or waiver of the conditions set forth in Section 7.01 of this Plan, the following shall occur on or before the Plan Implementation Date:

- (a) the Society shall fund the bank account to be established in accordance with Section 4.03;
- (b) the Society shall make the payment to the Trust in accordance with Section 5.04; and
- (c) all appropriate fees of the Society's legal counsel and the Monitor shall be paid in accordance with agreements between such parties and the Society or as otherwise ordered by the Court.

7.04 Non-Implementation

If the conditions contained in Section 7.01 of this Plan are not fulfilled, satisfied or waived on or before the day which is 60 days after the date on which the Sanction Order is made or such later date as may be fixed by the Court, this Plan and the Sanction Order shall become null and void. Forthwith thereafter the Monitor shall, from the Plan Escrow, repay to each Plan Participant the amount of its contribution to the Plan Escrow together with interest actually accrued thereon.

7.05 Additional Releases

Effective on the Plan Implementation Date, the Society, the Monitor and each of their respective governors, officers, directors, employees, financial advisors, auditors, legal counsel and agents shall be released and discharged from any and all demands, claims, actions, causes of action, counterclaims, suits, debts, sums of money, accounts, covenants, damages, judgments, expenses, executions, liens and other recoveries on account of any liability, obligation, demand or cause of action of whatever nature which the Society, any Creditor or other Person may be entitled to assert, whether known or unknown, matured or unmatured, foreseen or unforeseen, existing or hereafter arising, based in whole or in part on any act or omission, transaction, dealing or other occurrence existing or taking place on or prior to the Plan Implementation Date in any way relating to, arising out of or in connection with the Plan or the CCAA Proceedings.

ARTICLE 8 GENERAL

8.01 Effect of Plan

Upon Plan Implementation, this Plan shall thereupon be fully effective and binding on the Society and all Creditors. Without limitation, the treatment of Claims under this Plan shall be final and binding on the Society, the Creditors and all Persons affected by this Plan (and their respective heirs, executors, administrators, legal representatives, successors and assigns).

8.02 Waiver of Defaults

From and after the Plan Implementation Date, all Persons shall be deemed to have waived any and all defaults of the Society then existing or previously committed by the Society or caused by the Society or non-compliance with any covenant, warranty, representation, term, provision, condition or obligation, expressed or implied, in any contract or other agreement, written or oral, and any and all amendments or supplements thereto, existing between such Person and the Society and any and all notices of default and demands for payment under any instrument shall be deemed to have been rescinded, save and except those issues raised in the coverage litigation presently pending.

8.03 Amendments, etc.

(a) The Society shall have the right, at any time and from time to time prior to or at the Meetings, to amend, modify and/or supplement this Plan, provided that any such amendment, modification or supplement must be in a written document which is (i) filed with the Court and (ii) communicated to the Classes and the service list in the CCAA Proceedings in such manner, if any, as may be required by the Court.

(b) The Society reserves the right to amend, modify and/or supplement this Plan after the Meetings, provided that any such amendment, modification or supplement must be in a written document which is (i) served upon the service list in the CCAA Proceedings, (ii) approved by each of the Plan Participants (iii) filed with and approved by the Court and (iv) communicated to the Classes in such manner, if any, as may be required by the Court.

8.04 Further Assurances

Notwithstanding that some of the transactions and events set out in this Plan may be deemed to occur without any additional act or formality other than as set out herein, each of the Persons affected hereby shall make, do and execute, or cause to be made, done or executed, all such further acts, deeds, agreements, transfers, assurances, instruments or documents as may be reasonably required by the Society in order to better implement this Plan.

8.05 Guarantees and Similar Covenants

No Person who has a claim as a guarantor, surety, indemnitor or similar covenant in respect of any Claim which is compromised under this Plan or who has any right to claim over in respect of or to be subrogated to the rights of any Person in respect of a Claim which is compromised under this Plan shall be entitled to any greater rights than the Creditor whose Claim was compromised under this Plan.

8.06 Consents, Waivers and Agreements

Upon Plan Implementation, each Creditor shall be deemed to have consented and agreed to all of the provisions of this Plan as an entirety. In particular, each Creditor shall be deemed:

- (a) to have executed and delivered to the Society all consents, releases, assignments and waivers, statutory or otherwise, required to implement and carry out this Plan in its entirety;
- (b) to have waived any non-compliance by the Society with any provision, express or implied, in any agreement or other arrangement, written or oral, existing between such Creditor and the Society that occurred on or prior to the Plan Implementation Date; and
- (c) to have agreed that, if there is any conflict between the provisions, express or implied, of any agreement or other arrangement, written or oral, existing between such Creditor and the Society as at the Plan Implementation Date (other than those entered into by the Society on, or with effect from, the Plan Implementation Date) and the provisions of this Plan, the provisions of this Plan take precedence and priority and the provisions of such agreement or other arrangement shall be deemed to be amended accordingly.

8.07 Paramountcy

From and after the Plan Implementation Date, any conflict between this Plan and the covenants, warranties, representations, terms, conditions, provisions or obligations, express or implied, of any contract, document, or agreement, written or oral and any and all supplements thereto existing between the Society and any Creditor as at the Plan Implementation Date will be deemed to be governed by the terms, conditions and provisions of this Plan and the Sanction Order which shall take precedence and priority.

8.08 Successors and Assigns

This Plan shall be binding on and shall enure to the benefit of the heirs, administrators, executors, legal personal representatives, successors and assigns of any Person named in or subject to this Plan.

8.09 Governing Law

This Plan shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. Any questions as to the interpretation or application of this Plan and all proceedings taken in connection with this Plan and its provisions shall be subject to the exclusive jurisdiction of the Court.

8.10 Time

Unless otherwise stated herein, all times expressed herein are local time in Toronto, Ontario, Canada and any reference to an event occurring on a day which is a Business Day shall mean prior to 5:00 p.m. on such Business Day.

8.11 Date for Any Action

In the event that any day (other than a day the date of which is specifically set out in this Plan) on which any action is required or permitted to be taken or payment to be made hereunder is not a Business Day, such action shall be required or permitted to be taken or such payment shall be made on the next succeeding Business Day. Unless otherwise specified, time periods within or following which any payment is to be made or act is to be done shall be calculated by excluding the day on which the period commences and including the day on which the period ends and by extending the period to the next succeeding Business Day if the last day of the period is not a Business Day.

8.12 Deeming Provisions

In this Plan, the deeming provisions are not rebuttable and are conclusive and irrevocable.

8.13 Different Capacities

Creditors whose Claims are affected by this Plan may be affected in more than one capacity. Unless expressly provided herein to the contrary, each such Creditor shall be entitled to participate hereunder in each such capacity, provided that the Creditor shall only be counted as one Creditor for the purpose of any vote. Any action taken by a Creditor in any one capacity shall not affect the Creditor in any other capacity, unless expressly agreed by the Creditor in writing or unless the Claims overlap or are otherwise duplicative.

Schedule "A"

Excluded HIV Claims

- the six court actions known to the Society as
 - Walker - Court File No. 36125/91U
 - Osborne - Court File No. 92-CU-46642
 - Mangione - Court File No. 93-CU-72950
 - Robb - Court File No. 92-CU-54356
 - Rintoul - Court File No. 92-CU-59486
 - Farrow - Court File No. 98-CV-139060

Schedule "B"

Listed HIV Claims

- the court actions known to the Society as

Lee Court File No. 92-CU-60845

Dawson Court File No. 93-CU-70846

Vos Court File No. 93-CU-72951

Shah Court File No. 95-CU-82999

Jones Court File No. 95-CU-82998

Decarie Court File No. 98-CV-154481 CM

JAM/DLM Court File No. 5053/90

Charest (Québec) Court File No. 450-05-000806-915

Schedule "C"
List of Potential Plan Participants

Ajax & Pickering General Hospital
Armour Pharmaceutical Company and USV Canada Inc. and their affiliates and related corporations
Aventis Pasteur (formerly Connaught Laboratories Limited)
Baxter Healthcare Corporation
Bayer Inc.
Bayer Corporation
Certain Physicians in Canada (see Schedule "C-1")
Commercial Union Assurance Company of Canada and CGU Group Canada Limited
Hamilton Civic Hospitals
Hamilton General Hospital
Hamilton Health Sciences Corporation
Humber River Regional Hospital
Ibex Technologies Inc. (formerly Continental Pharma Cryosan Inc.)
Joseph Brant Memorial Hospital
Metropolitan General Hospital
Mount Sinai Hospital
North York Branson Hospital
Northwestern General Hospital
Scarborough Centenary Hospital
South Muskoka Memorial Hospital
St. Michael's Hospital
St. Joseph's Health Centre
St. Joseph's Hospital
Sunnybrook Health Sciences Centre
The Dominion of Canada General Insurance Company
The Princess Margaret Hospital
The Toronto Hospital
The Toronto General Hospital
Wellesley Hospital

Together with their respective assigns, successors, officers, directors, employees and agents

**Schedule “C-1”
Certain Physicians In Canada**

This group of Plan Participants includes specifically:

Dr. Peter B.R. Allen	Dr. Brian Backman
Dr. J. David Birchard	Dr. W. Donald Buie
Dr. Sandra Cockfield	Dr. Allison Crichlow
Dr. Mrinal K. Dasgupta	Dr. Leonard Drenfeld
Dr. Thomas Echlin	Dr. Glen E. Edwards
Dr. Richard J. Falkenstein	Dr. J.R. Grynoch
Dr. Phillip F. Halloran	Dr. Stewart Hamilton
Dr. Theodore Isaacs	Dr. Saulis Kizis
Dr. Carl Kjellstrand	Dr. Thavisakdi Kovithavongs
Dr. Carl Laurysen	Dr. Ian Leggett
Dr. Robert M. Luba	Dr. Lois MacDonald
Dr. McDougall	Dr. Michael J. Mant
Dr. Marion Moreau	Dr. Annette Poon
Dr. Jean-Francois Roy	Dr. Douglas Salmon
Dr. Garnett Sutherland	Dr. Theresa Tsang
Dr. John G. Turnbull	Dr. Norman Weir
Dr. William G. Williams	Dr. Walter Yakimets
Dr. Mohammed Zahir	

together with any physician in Canada who treated or provided care or advice with respect to the use of Blood to Transfusion and HIV Claimants within the meaning of the Amended Plan of Compromise and Arrangement, it being understood that the rights of such Claimants are maintained for other acts of medical negligence by any such physician and that for greater certainty, no award of damages in such cases shall include compensation for liability related to the treatment, care or advice provided with respect to Blood by such physician.

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36

– and –

IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF
THE CANADIAN RED CROSS SOCIETY/LA SOCIÉTÉ CANADIENNE DE LA CROIX-ROUGE
THE CANADIAN RED CROSS SOCIETY/LA SOCIÉTÉ CANADIENNE DE LA CROIX-ROUGE

Applicant

Court File No: 98-CL-002970

**SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceeding commenced at Toronto

**AMENDED PLAN OF COMPROMISE AND
ARRANGEMENT**

**DATED JULY 31, 2000
as Amended and Approved at
Meetings of Creditors held on August 30, 2000**

GOODMAN PHILLIPS & VINEBERG

Barristers & Solicitors
250 Yonge Street, Box 24
Toronto, Ontario M5B 2M6
Benjamin Zarnett (LSUC #17247M)
Brian F. Empey (LSUC #30640G)
Jessica Kimmel (LSUC #32312W)
Tel: (416) 979-2211
Fax: (416) 979-1234

Solicitors for the Applicant
