

SCHEDULE “C”

PLAN OF DISTRIBUTION

DEFINITIONS:

1. For the purposes of this Plan of Distribution, the definitions set out in the Settlement Agreement apply to and are incorporated into this Plan of Distribution and, in addition, the following definitions apply:
 - (a) **ACB** means the adjusted cost base for the purchase of shares, inclusive of brokerage commissions;
 - (b) **Administration Expenses** has the meaning ascribed to that term in the Settlement Agreement.
 - (c) **Allocation System** means the method of determining the Compensable Loss assigned to a claim to determine the amount of compensation to be awarded for that claim (as set out below). This is based on each Claimant’s estimated losses attributable to alleged misrepresentations in AirBoss’ public disclosure.
 - (d) **Authorized Claimant** means, other than Excluded Persons and Opt-Out Parties, all persons, wherever they may reside or be domiciled, who acquired AirBoss’ Securities during the Class Period.
 - (e) **Claim Form** means an electronic claim form seeking compensation from the Net Settlement Amount.
 - (f) **Claimant** means any person or entity making a claim as purporting to be an Authorized Claimant or on behalf of a purported Authorized Claimant, with proper authority (as determined by the Claims Administrator).
 - (g) **Claims Administrator** means [].
 - (h) **Class Period** has the meaning ascribed to that term in the Settlement Agreement.

- (i) ***Class Counsel*** has the meaning ascribed to that term in the Settlement Agreement.
- (j) ***Class Counsel Fees*** means, as defined in the Settlement Agreement, the fees and accrued interest thereon, disbursements, costs, holdbacks, GST/PST/HST and other applicable taxes or charges of Class Counsel, as approved by the Court.
- (k) ***Compensable Loss*** means the amount of a Claimant's damages for each type of purchase of Securities.
- (l) ***Defendants*** means AirBoss and the Individual Defendants.
- (m) ***Escrow Account*** has the meaning ascribed in the Settlement Agreement.
- (n) ***Excluded Persons*** means the Defendants, their past and present subsidiaries, affiliates, officers, directors, senior employees, legal representatives, heirs, predecessors, successors and assigns, and any member of the families of an Individual Defendant.
- (o) ***Excluded Claim*** means a claim by or on behalf of an Excluded Person.
- (p) ***Individual Defendants*** means P. Gren Schoch, Frank Ientile, and Patrick Callahan.
- (q) ***LIFO*** means the method the Plaintiffs have selected and will apply to the holdings of Authorized Claimants who made multiple purchases or sales such that sales of securities will be matched, in chronological order, first against securities last purchased.
- (r) ***Net Settlement Amount*** means the Escrow Amount remaining after payment of Administration Expenses and Class Counsel Fees.
- (s) ***Opt-Out Person*** means any and all corporate entities or individual investors who would otherwise be Class Members and who submit a valid Opt-Out Form to Class Counsel by the Opt-Out Deadline.

- (t) *Sale Price* means the price at which the Claimant disposed of shares taking into account any commissions paid in respect of the disposition, such that the Sale Price reflects the economic benefit the Claimant received on disposition.
- (u) *Securities* means common shares of AirBoss.
- (v) *Settlement Amount* has the meaning ascribed to that term in the Settlement Agreement.
- (w) *AirBoss* means AirBoss of America Corp.

2. The Claims Administrator shall distribute the Net Settlement Amount as set out below.

SECTION 1 GOAL

3. The goal is to distribute the Net Settlement Amount among Authorized Claimants who submit valid and timely claims for Securities.

SECTION 2 DEADLINE FOR CLAIMS

4. Any person who wishes to claim compensation shall deliver to or otherwise provide the Claims Administrator a Claim Form by a date to be set by the Court. If the Claims Administrator does not receive a Claim Form from a Claimant by the deadline, then the Claimant shall not be eligible for any compensation whatsoever from the Net Settlement Amount. Notwithstanding the forgoing, the Claims Administrator shall have the discretion to permit otherwise-valid late claims without further order of the Court.

SECTION 3 COMPLETION OF CLAIM FORM

5. If, for any reason, a living Authorized Claimant is unable to complete the Claim Form, it may be completed by the Authorized Claimant's personal representative or a member of the Authorized Claimant's family.

SECTION 4 PROCESSING CLAIM FORMS

6. The Claims Administrator shall review each Claim Form and verify that the Claimant is eligible for compensation, as follows:

- (a) For a Claimant claiming as an Authorized Claimant, the Claims Administrator shall be satisfied that (i) the Claimant is an Authorized Claimant; and (ii) the claim is not an Excluded Claim.
 - (b) For a Claimant claiming on behalf of an Authorized Claimant or an Authorized Claimant's estate, the Claims Administrator shall be satisfied that (i) the Claimant has authority to act on behalf of the Authorized Claimant or the Authorized Claimant's estate in respect of financial affairs; (ii) the person or estate on whose behalf the claim was submitted is an Authorized Claimant; and (iii) the claim is not an Excluded Claim.
7. The Claims Administrator shall review the Claim Forms and assign the Compensable Loss to the claims as prescribed by the Allocation System.
8. The Claims Administrator shall take reasonable measures to verify that the Claimants are eligible for compensation and that the information in the Claim Forms is accurate. The Claims Administrator may make inquiries of the Claimants in the event of any concerns, ambiguities or inconsistencies in the Claim Forms.

SECTION 5 IRREGULAR CLAIMS

9. The claims process is intended to be expeditious, cost effective and "user friendly" and to minimize the burden on Authorized Claimants. The Claims Administrator shall, in the absence of reasonable grounds to the contrary, assume the Authorized Claimants to be acting honestly and in good faith.
10. Where a Claim Form contains minor omissions or errors, the Claims Administrator shall correct such omissions or errors if the information necessary to correct the error or omission is readily available to the Claims Administrator.
11. The claims process is also intended to prevent fraud and abuse. If, after reviewing any Claim Form, the Claims Administrator believes that the claim contains unintentional errors which would materially exaggerate the Compensable Loss to be awarded to the Claimant, then the Claims Administrator may disallow the claim in its entirety or make such adjustments so that an appropriate Compensable Loss is awarded to the Claimant. If the

Claims Administrator believes that the claim is fraudulent or contains intentional errors which would materially exaggerate the Compensable Loss to be awarded to the Claimant, then the Claims Administrator shall disallow the claim in its entirety and the Claimant shall be barred from subsequent claims arising from any settlement or judgment in this class proceeding.

12. In order to remedy any deficiency in the completion of a Claim Form, the Administrator may require and request that additional information be submitted. This information must be submitted sixty (60) days from the date of the request from the Administrator or the Claims Bar Deadline to rectify the deficiency. Any person who does not respond to such a request for information within this period shall be forever barred from receiving any payments pursuant to the Settlement, subject to any order of the Court to the contrary, but will in all other respects be subject to and bound by the provisions of the Agreement and the releases contained therein.
13. Where the Administrator disallows a claim in its entirety, the Administrator shall send to the Claimant, at the email or postal address provided by the Claimant or the Claimant's last known email or postal address, a notice advising that the claim has been disallowed and that the Claimant may request the Administrator to reconsider its decision. For greater certainty, a Claimant is not entitled to a notice or a review where a claim is allowed but the Claimant disputes the amount of his, her or its Notional Entitlement or his, her or its individual compensation.
14. Any request for reconsideration must be received by the Administrator within 45 days of the date of the notice advising of the disallowance. If no request is received within this time period, the Claimant shall be deemed to have accepted the Administrator's determination and the determination shall be final and not subject to further review by any court or other tribunal.
15. Where a Claimant files a request for reconsideration with the Administrator, the Administrator shall advise Class Counsel of the request and conduct an administrative review of the Claimant's complaint.

- 16. Following its determination in an administrative review, the Administrator shall advise the Claimant of its determination. In the event the Administrator reverses a disallowance, the Administrator shall send the Claimant, at the email or postal address provided by the Claimant or the Claimant’s last known email or postal address, a notice specifying the revision to the Administrator’s disallowance.
- 17. The determination of the Administrator in an administrative review is final and is not subject to further review by any court or other tribunal.

SECTION 6 ALLOCATION SYSTEM AND PAYMENT OF NET SETTLEMENT AMOUNT

- 18. As soon as possible after (i) all timely Claim Forms have been processed; (ii) the time to request a reconsideration for disallowed claims under paragraph 12 has expired; and (iii) all administrative reviews under paragraphs 13 to 15 have concluded, the Claims Administrator shall determine each Claimant’s Compensable Loss as follows:

Time of Sale of Securities	Damages
Sold before September 7, 2022	No damages
Sold from September 7, 2022 to and including September 20, 2022	(#of Securities sold) X (ACB - Sale Price)
Sold after September 20, 2022	Lesser of: (i) (#of shares sold) X (ACB per share – Sale Price); or (ii) (#of shares sold) X (ACB per share – 7.10)
Still held:	(#of shares held) X (ACB per share – 7.10)

The ACB for each security purchased is determined using LIFO on a per-security, per-account basis.

- 19. The Claims Administrator shall make payments to the eligible Claimants based on the *pro rata* allocation of Compensable Loss calculated under paragraph 18, subject to the following:
 - (a) Payments will be made in Canadian currency.

- (b) The Claims Administrator shall not make payments to Claimants whose allocation is less than \$50.00. Such amount shall instead be allocated *pro rata* to the other eligible Claimants.
- (c) The Claims Administrator shall make payment to a Claimant either by bank transfer or by cheque to the Claimant at the address provided by the Claimant or the last known postal address for the Claimant. If, for any reason, a Claimant does not cash a cheque within 90 days after the date of the cheque, the Claimant shall forfeit the right to compensation and the funds shall be distributed in accordance with paragraph 19.

SECTION 7 REMAINING AMOUNTS

- 20. If the Escrow Account is in a positive balance (whether by reason of tax refunds, un-cashed cheques or otherwise) after one hundred and eighty (180) days from the date of distribution of the Net Settlement Amount to Claimants, the Claims Administrator shall, if feasible, allocate the remaining funds on a *pro rata* basis among the Claimants, and shall cause any remaining funds to be distributed *cy près* to the Osgoode Investor Protection Clinic.

ADDITIONAL RULES

- 21. Any matter not referred to above shall be determined by analogy by the Claims Administrator in consultation with Class Counsel.