SETTLEMENT AGREEMENT

Made as of August 4, 2026

Saebels v. UBC Properties Investments Ltd. et al

(B.C. Supreme Court Vancouver Registry File No. VLC-S-S242923)

- and -

Chance v. UBC et al

(B.C. Supreme Court Kelowna Registry File No. Kel-S-S-140432)

(hereinafter referred to collectively as the "Actions")

PREAMBLE

Monique Saebels, Megan Beckmann, and Eight Spaces Group Inc. and Natasha Chance as proposed representative plaintiffs and the defendants, UBC Properties Investments Ltd., Doyle Street Properties Ltd. and the University of British Columbia (collectively the "**UBC Defendants**") hereby enter into this Settlement Agreement providing for the settlement of claims arising in the Actions, pursuant to the terms and conditions set forth herein, and subject to approval of the British Columbia Supreme Court.

RECITALS

A. WHEREAS Hadgraft Wilson Place is a five-storey, multi-unit residential building located at 1360 Bertram Street, Kelowna, BC ("**Hadgraft Wilson Place**"). Residential units in Hadgraft Wilson Place were rented to qualifying tenants;

B. WHEREAS Eight Spaces Group Inc. operated a co-working and community meeting space business in the building located at 1405 St. Paul Street, Kelowna, BC V1Y 2E4 (the "**CoLab Building**");

C. WHEREAS The UBC Defendants are constructing a building adjacent to Hadgraft Wilson Place, at 550 Doyle Avenue, Kelowna, BC, which is currently in the excavation stage;

D. WHEREAS on or about December 6, 2023, without notice, access to the CoLab Building was denied due to safety reasons due to concerns regarding its structural integrity;

E. WHEREAS on or about March 31, 2024, an evacuation order (the "**Evacuation Order**") was issued by the City of Kelowna Fire Chief requiring all residents of Hadgraft Wilson Place to evacuate the building due to concerns regarding its structural integrity;

F. WHEREAS on May 3, 2024, Monique Saebels Megan Beckmann, and Eight Spaces Group Inc. commenced a proposed class proceeding on behalf of persons who live in or conduct business activities in buildings damaged by the construction activities at 550 Doyle Avenue, Kelowna, British Columbia in Supreme Court of British Columbia Action VLC-S-S242923 (the "**Saebels Action**");

G. WHEREAS on May 16, 2024, Natasha Chance commenced a proposed class proceeding on behalf of persons who live in the building located at 1360 Bertram Street, Kelowna, B.C. known as Hadgraft Wilson Place damaged by the construction activities at 550 Doyle Avenue, Kelowna, British Columbia in Supreme Court of British Columbia Action VLC-S-S242923 (the "**Chance Action**");

H. WHEREAS on or about June 17, 2024, counsel for the proposed representative plaintiffs in the Saebels Action advised counsel for the defendants in the Actions (the "Defendants") that they had agreed to join forces with counsel for the Proposed Representative Plaintiff in the Chance Action to consolidate the claims into the Saebels Action, and that the Chance Action would be stayed;

I. WHEREAS the Chance Action was stayed by Order made After Application on September 4, 2024;

J. WHEREAS on or around July 2, 2024, following negotiations with counsel for the plaintiffs in the Saebels and Chance Actions, the University of British Columbia, UBC Properties Investments Ltd. and UBC Properties Trust made an initial interim payment to tenants of each unit at Hadgraft Wilson Place displaced by the Evacuation Order who applied for it, in the amount of $12,000 per Hadgraft unit (the "**Interim Payment**"). The Interim Payment was made on a without prejudice basis and without admission of liability, in exchange for the agreement of each recipient (the "**Payment Recipients**") that the Interim Payment amount would be deducted from any monetary damages award obtained by them against the University of British Columbia, UBC Properties Investments Ltd. or UBC Properties Trust in the Saebels Action, the Chance Action, or in any other litigation or dispute resolution process arising out of the Structural Concerns or Evacuation Order.

K. WHEREAS the plaintiffs in the Saebels Action filed a notice of application for certification and supporting affidavits on March 14, 2025;

L. WHEREAS the UBC Defendants do not admit, through the execution of this Settlement Agreement or otherwise, any unlawful conduct, wrongdoing or blame of any kind, on each of their behalf or on behalf of their corporate successors or predecessors, either as alleged or at all;

M. WHEREAS the UBC Defendants have agreed to enter into this Settlement Agreement in order to achieve final resolution of all claims asserted or which could have been asserted against them, individually or collectively, in the Actions, and to avoid further expense, inconvenience and the distraction of litigation;

N. WHEREAS the plaintiffs and Westpoint Law Group, FH&P Lawyers, and Napoli Shkolnik Canada **("Class Counsel")** have reviewed and fully understand the terms of this Settlement Agreement and, based on their analyses of the facts and law applicable to the plaintiffs claims, and having regard to the burden and expense in litigating the Actions, including the risks and uncertainties associated with certification, trials and appeals, Class Counsel have concluded that this Settlement Agreement is fair, reasonable, and in the best interests of the class members in each of the Actions;

NOW THEREFORE in consideration of the covenants, agreements, and releases set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed by the parties to this Settlement Agreement, subject to the approval of the Court, **THE PARTIES AGREE AS FOLLOWS:**

Conditions Precedent

1. This Settlement Agreement shall be null and void and of no force or effect unless:

    a) The British Columbia Supreme Court (the "**Court**") grants a consent certification and settlement approval order for settlement purposes only and in a form acceptable to counsel for each of the parties acting reasonably (the "**Settlement Approval Order**").

    b) The British Columbia Public Guardian and Trustee **("PGT")** approves the settlement for any class members who are subject to the jurisdiction of the PGT.

    c) The provincial government of British Columbia ("**Provincial Health Insurer**") approves the settlement in relation to the *Health Care Costs Recovery Act* claims.

Settlement Amount

2. The UBC Defendants agree to pay the gross and all-inclusive sum of CDN$4,676,000, which includes amounts previously paid as part of the Interim Payment and reversionary funds (the "**Settlement Amount**") as broken down in the table attached as **Schedule "A"** in full and final settlement of the Actions, inclusive of costs (including fees and disbursements), costs of any notice program and related translation costs, class counsel fees (including in respect of the approval hearing(s) and any related appeals in respect of this settlement), costs of the administration of this settlement, tax and interest. Any and all costs, disbursements, honoraria and expenses shall be paid out of and not in addition to the Settlement Amount. For greater certainty, that includes but is not limited to all such amounts which have been or which could be claimed in either the Saebels Action or the Chance Action, any costs, disbursements, interest, and expense of the plaintiffs' counsel, and any costs of administering or distributing the Settlement Amount, but excluding the costs of the Administrator who was appointed by UBC in respect of the Interim Payment and the mediation fees pursuant to paragraph 4.

3. Within five business days following the Court approval of this Settlement Agreement and the expiry of any applicable appeal period [30 days plus 5 business days], the UBC Defendants will pay into trust with Class Counsel the Settlement Amount less $792,000 already paid as part of the Interim Payment to the Class to fully and finally settle all claims on behalf of members of the class in each of the Actions, except the reversionary amount of $540,000.00 **("Reversionary Funds")**, which shall be distributed in accordance with Article 12 and Schedule "B" of this Settlement Agreement.

4. The mediator's fees in connection with this settlement will be paid by the UBC Defendants.

5. Class Counsel, or the claims administrator if there is one appointed, will deposit the Reversionary Funds, into a separate interest bearing trust account and will hold it on trust conditions as set out in Schedule "B".

Other Defendants

6. The settlement is subject to the following conditions subsequent being satisfied or waived by the UBC Defendants within 90 days of acceptance of this offer by the representative plaintiffs on behalf of the putative class:

    a) Each of the Defendants agreeing that the settlement is fair and reasonable;

    b) The Defendants reaching an agreement amongst themselves either resolving or preserving to the satisfaction of UBCPT, Doyle and UBC their rights to obtain contribution and indemnity from the other defendants for the full amount of the settlement; and

    c) Each of the Defendants agreeing that if no final agreement is reached between the Defendants allocating payment of the settlement amount as amongst themselves, that the settlement agreement to be entered into with the class and approved by the court shall stand as proof of the quantum of damages sustained by the plaintiffs in any claim by UBCPT, Doyle and/or UBC against the non-settling defendants for contribution and indemnity for amounts paid to the class pursuant to the settlement.

7. The Defendants shall not be required, as a term of settlement, to disclose to class counsel, the class, or the court, the terms of any agreement reached between the Defendants.

8. The settlement is subject to the court granting a bar order in a form satisfactory to the UBC Defendants. The bar order shall expressly preserve the right of the Defendants to claim against each other for contribution and indemnity in relation to amounts paid by them towards the settlement, which claims shall be expressly preserved.

Consent to Certification Application

9. The UBC Defendants will consent to certification of the Saebels Action for settlement purposes only, with the classes defined as follows (but not including any members who opt out of the Actions):

    a) Class: Persons residing or doing business in British Columbia who live in or conduct business activities in buildings located at 1360 Bertram Street, Kelowna, B.C. and 1405 St. Paul Street, Kelowna, BC,including:

        a) Residential Tenant Subclass: Persons who were tenants in the building located at 1360 Bertram Street, Kelowna, B.C. known as Hadgraft Wilson Place. **("Residential Tenant Subclass")**
        b) Business Subclass: Persons (individuals or incorporated entities) conducting business activities in a building located at 1405 St. Paul Street, Kelowna, BC V1Y 2E4 as of December 1, 2023 **("Business Subclass")**.

    (collectively, the **"Class"**)

10. Prior to the certification application, Class Counsel will provide a copy of the proposed consent certification and Settlement Approval Order to the UBC Defendants' counsel for their review and approval (acting reasonably), including the definition of each Class and sub-class.

Method of distribution of the Settlement Amount to the Class

11. Upon settlement approval, after payment of fees, disbursements, honoraria, and taxes, the Non-Reversionary Funds will be held in trust in an interest-bearing trust account by Class Counsel, subject to compensation payments to Class Members for provable losses on a pro-rata basis, under a protocol to be proposed by Class Counsel and approved by the Court without involvement of the UBC Defendants, or for distribution in such other fashion as Class Counsel may propose and the Court approve.

12. The Reversionary Funds will be distributed in accordance to the terms in **Schedule "B"**.

Release and Dismissals

13. The Order will include a release (the "Release") with no admission of liability with the following terms:

    a) Each member of the Class, including any respective insurer of Class members (the **"Releasors"**), whether or not he or she receives compensation from the Settlement Amount or under this Settlement Agreement, is deemed by the Settlement Agreement to have completely and unconditionally released, remised and forever discharged each of the Defendants (the **"Releasees"**) of and from any and all actions, causes of action, suits, debts, contracts, claims, whether statutory or otherwise and demands for damages, indemnity, contribution, costs, interest, loss, or harm of any nature and kind whatsoever, known or unknown, whether at law or in equity, and howsoever arising which they may heretofore have had, may now have or may hereafter have whether commenced or not in connection with all claims raised, or which could have been raised on the facts alleged therein by reasonable amendment, in either or both of the Saebels Action or the Chance Action, including as amended by agreement of the parties or court order (the "**Released Claims**"), and that Releasors shall not now or hereafter institute, maintain, or assert on their own behalf, on behalf of the Class, or on behalf of any other person or entity, any of the Released Claims without regard to the jurisdiction in which any Releasor may seek to institute, maintain or assert any of the Released Claims;

    b) Each of the Releasors is forever barred and enjoined from commencing, instituting and prosecuting any action, litigation, investigation or other proceeding in any court of law or equity, arbitration, tribunal, proceeding, governmental forum or any other forum, directly, representatively or derivatively, asserting against any of the Releasees any claims relating to the Released Claims (together, "**Prohibited Legal Action**");

    c) If any of the Releasors commences any Prohibited Legal Action against any person or entity who may have a claim against any of the Releasees for contribution and indemnity, and the Releasees or any of them are added to such proceedings in any manner whatsoever, whether justified in law or not, such Releasor will either immediately discontinue the proceedings and claims or otherwise narrow the proceedings and claims to expressly plead and otherwise admit that the Releasor will not recover or seek to recover from any person, corporation or entity, any portion of the Releasor's loss, damage, or expense for which the Releasor claims

or could have claimed against the Releasees, or any of them, which a court or other tribunal may attribute to the fault, tort, negligence, and/or breach of any equitable, common law or statutory duty of the Releasees, or any of them;

14. The Provincial Health Insurer shall provide its consent and execute a release in the form attached as **Schedule "C".**

15. Subject to the bar order at paragraph 8 above, the Actions shall be dismissed by consent against all Defendants without costs to any party and said dismissal is for all purposes of the same force and effect as if judgment had been pronounced after a trial of each of the Actions on its merits.

Approval of Materials

16. Class Counsel will provide a copy of all proposed materials to be filed with the Court, including the proposed consent certification and settlement approval order to the UBC Defendants' counsel for their review and approval (acting reasonably).

Honourariums

17. The following honourariums are awarded to:

    a) Monique Saebels, payable from the Residential Tenant Subclass Settlement Amount as a first charge in the amount of $4,000;

    b) Megan Beckmann, payable from the Residential Tenant Subclass Settlement Amount as a second charge in the amount of $4,000;

    c) Eight Spaces Group Inc., payable from the Business Subclass Settlement Amount as a first charge in the amount of $4,000; and

    d) Natasha Chance, payable from the Residential Tenant Subclass Settlement Amount as a third charge in the amount of $2,000.

Class Counsel Fees

18. Class Counsel will bring an application to the Courts for approval of Class Counsel fees, inclusive of all applicable taxes and disbursements.

19. The Reversionary Funds will be subject to Class Counsel fees, all applicable taxes and disbursements.

20. Such Class Counsel fees are awarded at the discretion of the Court after hearing from Class Counsel. Class Counsel's applications for approval of Class Counsel fees will be delivered to UBC defence counsel, but the Defendants will not make submissions to the Court in relation to Class Counsel fees.

21. The approval of this Settlement Agreement shall not be contingent upon the approval of Class Counsel fees.

22. Class members who may have retained lawyers to assist them shall be responsible for their own legal fees and expenses of such lawyers.

Notice and Administration

23. No claims administrator or notice firm will be appointed by the Court, in order to maximize the Settlement Amount available to Class members. Class Counsel will be responsible for carrying out those roles or retaining an administrator at their discretion and any such costs will be deemed to be Plaintiff disbursements, such as, without limitation:

a) arranging for the dissemination of the notice of certification and settlement approval hearing;

b) responding to requests from Class members;

c) receiving and maintaining Class member correspondence regarding requests for opt out and objections to the settlement;

d) receiving all other correspondence from Class members in addition to the aforementioned correspondence regarding requests for opt out and objections to the settlement;

e) responding to verbal and written inquiries, if warranted;

f) the creation and management of the settlement dedicated website – www.NapoliLaw.ca ("**Settlement Website**");

g) maintaining a toll-free telephone number that Class members may call for information; and

h) otherwise implementing and/or assisting with the notice of certification and settlement approval hearing, and all Court orders.

Notice of Certification and Settlement Approval Hearing

24. Class members will be notified of the Settlement Agreement by way of a notice of certification and settlement approval hearing (the **"Notice"**), which will state, *inter alia*: (i) that the Saebels Action have been certified for settlement purposes; (ii) that the Settlement Agreement will be submitted to the Court for approval, specifying the date and place of such hearing but stating that these may change and will be posted on the Settlement Website; (iii) a summary of the terms of the Settlement Agreement; (iv) that Class Members have the right to object to the Settlement Agreement and present their arguments to the Courts; (v) the procedure to be followed in order to opt out of the Actions before the opt out deadline; (vi) directing Class members to the Settlement Website; and (vii) providing instructions for contacting Class Counsel. Class Counsel agrees provide a copy of the Notice of Certification and Settlement Approval Hearing to all Defendants in advance of filing.

25. Within 30 days following the order(s) issued by the Court to approve of certification for settlement purposes and to approve the notice of certification and settlement approval hearing (the "**Notice**"), the Notice shall be disseminated in English, as follows:

(a) creating a dedicated Facebook page setting out the Notice, which Facebook page shall expire and be taken down at the end of the Opt-Out Period;

(b) Posting on the Settlement Website and on Class Counsel's website;

(c) Emailing it to each person on the class list obtained by Class Counsel;

(d) Delivered by Class Counsel to any Class member who requests it.

26. All costs associated with the publication of the notice of certification and settlement approval hearing shall be paid from the Settlement Amount.

Opt Out

27. Any Class Member who does not wish to participate in this settlement must write to Class Counsel stating an intention to be excluded from the Actions. Class Members who want to opt out must complete the Opt Out Form attached as **Schedule "D",** and send it via prepaid mail or e-mail to Class Counsel. The envelope containing the Opt Out Form sent to the Class Counsel must be postmarked no later than the last day of the Opt Out deadline, which is 45

days after the publication of the Notice of Certification and Settlement Approval Hearing (the "**Opt Out Period**"). The Opt Out Form must be personally signed by the person or representative who wishes to opt out. So-called "mass" or "class" opt-outs shall not be allowed.

28. Any Class Member who does not Opt Out of the Actions has the right to object to the Settlement. Any Class Member who wishes to object must timely submit an objection, as provided for in this Settlement Agreement. If a person who would otherwise be a Class Member submits both and objection and an Opt Out, he or she shall be deemed to have complied with the terms of the Opt Out procedure, and shall not be bound by the Settlement Agreement, if approved by the Court.

29. Class Members who wish to opt out must deliver an opt out, by mail or by email, to the addresses provided by Class Counsel together with the reason for opting out and proof of Class membership prior to the end of the Opt-Out Period, as defined in paragraph 28.

30. Within 15 days after the expiration of the Opt Out deadline, Class Counsel shall provide UBC Defendants' counsel with a copy of every Opt Out form received by Class Counsel.

31. If more than five putative Residential Tenant Subclass members opt out of the Saebels Action, the UBC Defendants shall have the right and option to terminate the settlement with the Residential Tenant Subclass.

32. If more than two putative Business Subclass members opt out of the Saebels Action, the UBC Defendants shall have the right and option to terminate the settlement with the Business Subclass.

No Admission of Liability

33. The parties agree that, whether or not this Settlement Agreement is finally approved or is terminated, this Settlement Agreement and anything contained herein, and any and all negotiations, documents, discussions, and proceedings associated with this Settlement Agreement, and any action taken to carry out this Settlement Agreement, shall not be deemed, construed, or interpreted to be an admission of any violation of any statute, regulation or law, or of any wrongdoing or liability by the Releasees or any of them, or of the truth of any of the claims or allegations made in the Actions, or in any other pleading filed by the plaintiffs.

34. The parties further agree that, whether or not this Settlement Agreement is finally approved or terminated, neither this Settlement nor any document relating to it shall be offered in evidence in any action or proceeding in any court, agency or tribunal, except to seek court approval of this Settlement Agreement or to give effect to and enforce the provisions of this Settlement Agreement.

Termination of Settlement Agreement

35. The parties expressly reserve all their respective rights to the extent that the Court declines to approve this Settlement Agreement or any material part hereof.

36. Any order, ruling or determination made by the Court with respect to Class Counsel fees or the honorariums, shall not be deemed to be a material modification of all, or a part, of this Settlement Agreement and shall not constitute any basis for the termination of this Settlement Agreement.

37. If any material portion or provision of the Settlement Agreement is reversed or altered on appeal, the Settlement Agreement shall become null and void and the Parties shall be restored to their respective positions in the Actions immediately prior to reaching the

settlement. In that event, no documents or communications related to the settlement (including the minutes of settlement dated March 6, 2026, and this Settlement Agreement) shall have any effect or be admissible in evidence for any purpose in the Actions or in any other proceeding.

Timing

38. The parties agree to use their best efforts to have the certification application for the purposes of settlement **("Certification Application")** heard as soon as reasonably possible, and preferably by no later than August 31, 2026 subject to Court availability.

39. The parties shall use their best efforts to carry out the settlement set forth in this Settlement Agreement as promptly as reasonably practicable after the date of execution of the Settlement Agreement and shall cooperate to promptly seek to obtain the approval of this Settlement Agreement by the Court in respect of the Actions.

Miscellaneous

40. The Preamble and Recitals set out herein are incorporated with and form part of this Settlement Agreement.

41. Class Counsel or UBC Defendants' counsel may apply to the Court for directions in respect of the implementation and administration of this Settlement Agreement. All motions contemplated by this Settlement Agreement, including applications to the Court for directions, shall be on notice to the parties and at the sole cost and expense of the party making such application.

42. The Defendants have no responsibility for and no liability whatsoever with respect to the administration of the Settlement Agreement.

43. In this Settlement Agreement:

    a) the division of the Settlement Agreement into sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Settlement Agreement; and

    b) the terms "this Settlement Agreement", "the Settlement Agreement", "Settlement", "hereof", "hereunder", "herein", "hereto", and similar expressions refer to this Settlement Agreement and not to any particular section or portion of this Settlement Agreement, unless otherwise indicated.

44. Except as otherwise provided herein, all parties shall bear their own respective costs.

45. This Settlement Agreement shall be governed by and construed and interpreted in accordance with the laws of the Province of British Columbia.

46. The Settlement Agreement constitutes the entire agreement among the parties, and supersedes any and all prior and contemporaneous understandings, undertakings, negotiations, representations, communications, promises, agreements, agreements in principle, and memoranda of understanding in connection herewith. The parties agree that they have not received or relied on any agreements, representations, or promises other than as contained in the Settlement Agreement. None of the parties shall be bound by any prior obligations, conditions, or representations with respect to the subject matter of this Settlement Agreement, unless expressly incorporated herein.

47. This Settlement Agreement may not be modified or amended except in writing and on consent of all parties hereto, and any such modification or amendment must be approved by the Court.

48. Once the Settlement Agreement is approved by the Court and the approval orders become final, this Settlement Agreement shall be binding upon, and inure to the benefit of, each Plaintiff, Class members, the Releasors, the UBC Defendants, the Releasees, and Class Counsel.

49. This Settlement Agreement has been the subject of negotiations and discussions among the parties, each of which has been represented and advised by competent counsel, so that any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Settlement Agreement shall have no force and effect. The parties further agree that the language contained or not contained in previous drafts of this Settlement Agreement, or any agreement in principle, shall have no bearing upon the proper interpretation of this Settlement Agreement.

50. Dates referred to in this Settlement Agreement may be altered with the written consent of the parties and with the approval of the Court.

51. Each party hereby affirms and acknowledges that:

    a) he, she, or a representative of the party with the authority to bind the party with respect to the matters set forth herein has read and understood the Settlement Agreement;

    b) the terms of this Settlement Agreement and the effects thereof have been fully explained to him, her, or the party's representative by his, her, or its counsel;

    c) he, she, or the party's representative fully understands each term of the Settlement Agreement and its effect; and

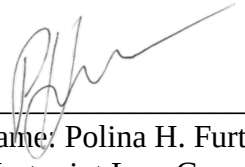
    d) no party has relied upon any statement, representation, or inducement (whether material, false, negligently made, or otherwise) of any other party with respect to the first party's decision to execute this Settlement Agreement.

52. Each of the undersigned represents that he or she is fully authorized to enter into the terms and conditions of, and to execute, this Settlement Agreement.

53. This Settlement Agreement may be executed in counterparts, all of which taken together will be deemed to constitute one and the same agreement, and a facsimile signature shall be deemed an original signature for purposes of executing this Settlement Agreement. This Settlement Agreement may be delivered and is fully enforceable in either original, faxed, or other electronic form provided that it is duly executed.

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FOR PLAINTIFFS AND CLASS COUNSEL



_____ _____

Name: Polina H. Furtula
Westpoint Law Group
Solicitors for Monique Saebels, Megan Beckmann, and Eight Spaces Group Inc.

FOR SETTLING DEFENDANTS AND DEFENCE COUNSEL



_____ _____

Name:
Solicitors for UBC Properties Investments Ltd., Doyle Street Properties Ltd. and the University of British Columbia

SCHEDULE "A":
Settlement Table

Defendant Payment		
Rent	$504,000	New money, not reversionary. Total loss quantified at $1,296,000 for 36 months, less $792,000 already paid. We applied a 20% contingency reduction to the loss.
Rent	$540,000	New money, **reversionary fund** to be claimed against, up to $10,000 per person, if new pathways building is not ready for occupancy by March 31, 2027, **or if pathways does not offer them tenancy.*** Still need to prove incurring increased rent expenses after April 1/2027 to qualify. Money left over after all claims assessed and paid will revert to UBC Defendants.
General damages (including from evacuation, loss of enjoyment of life, and pain and suffering from physical or mental injury)	$1,740,000	New money, not reversionary, not subject to proof, as base payment of $20,000 per person for each of 87 people.
General damages top up, one tier only, if the claimant sustained a significant physical or psychological injury that did not resolve within 18 months	$600,000	**Non-reversionary fund**. Claimants will need to prove that they qualify, but defendants will not have any say in assessment or entitlement. Plaintiff to establish criteria for entitlement to payment. Size of fund is sufficient to fund 30 people at $20,000 each, or 40 people at $15,000 each. Simplified procedure to reduce claims admin costs.
Counsel fees, disbursements, notice fees **and claims administration costs**	$100,000	Non reversionary

Special Damages	$300,000	Non reversionary
HCCRA and PGT	$40,000	Non reversionary
Total	**$3,824,000 total new money**, of which $3,284,000 is non-reversionary, and $540,000 is reversionary	If the total claims exceed the amount of the reversionary fund, the claims will be reduced pro rata. If the claims do not exhaust the reversionary fund, the amount left over will be refunded to UBC. Sum is all inclusive.
Amount previously paid	**$792,000**	Not being deducted from $3,824,000
Total Settlement Value – Resident class only	**$4,616,000**	
Add: Business Class	**$60,000**	Non-reversionary, all inclusive
Total Settlement Value, residential and business class combined	**$4,676,000**	

SCHEDULE "B" – REVERSIONARY FUNDS DISTRIBUTION PROTOCOL

1. This Reversionary Funds Distribution Protocol is prepared in accordance with paragraph 5 of the Settlement Agreement.
2. The definitions in the Settlement Agreement apply to and are incorporated into this Reversionary Funds Distribution Protocol.
3. The following definitions apply to this Reversionary Funds Distribution Protocol.

   "New Pathways Building" means the residential building being constructed at the lands civically described as 1243 Pridham Avenue, 1255 Pridham Avenue, 1244 Sutherland Avenue, and 1254 Sutherland Avenue, Kelowna, British Columbia.

   "Hadgraft Wilson Place" means the building operated by Pathways Abilities Society civically located at 1360 Bertram Street, Kelowna, B.C. known as Hadgraft Wilson Place.

   "Reversionary Funds" means the amount of $540,000.00 plus any accrued interest.

4. Each member of the Residential Tenant Subclass (the **"Applicant**") may apply for an additional amount of up to $10,000.00 less legal fees, taxes and disbursements as approved by the Court (the **"Additional Amount"**) each if the Applicant has not been offered a residential tenancy to commence on April 1, 2027 or earlier by either Pathways Abilities Society or the UBC Defendants at the New Pathways Building.

5. To apply for the Additional Amount, the Applicant must deliver documented evidence of the following to class Counsel at the physical or electronic address at paragraph 8:

   a. Applicant's current rent expenses as of April 1, 2027;

   b. Applicant's past rent paid at Hadgraft Wilson Place.

   ("**Rent Documents**")

6. Before confirming that an Applicant qualifies for receipt of a distribution from the Reversionary Funds, Class Counsel will obtain confirmation from Pathways Abilities Society and the UBC Defendants that said Applicant has not been offered a residential tenancy as described in paragraph 4, above.
7. If the Reversionary Funds are not sufficient to pay the Additional Amount to each qualifying Applicant, then the Reversionary Funds will be distributed on a pro rata basis to each qualifying Applicant.
8. Each Applicant must apply by **May 31, 2027** with the copies of their current government issued identification and Rent Documents via email at **info@ .com** or by mail or hand delivery to:

FH&P Lawyers LLP
400, 1628 Dickson Ave Landmark 4,
Kelowna, BC V1Y 9X1

9. Class Counsel will administer all claims received by **May 31, 2027.** The legal fees, taxes and disbursements as approved by the Court will be charged by Class Counsel against each Additional Amount at that time (the "**Final Distribution**").

10. It is understood that the net Reversionary Funds may be insufficient to pay all claims under this part. No additional contributions will be made from any source.

11. Class Counsel will administer the Reversionary Funds Distribution Protocol in accordance with its terms and those of the Settlement Agreement, prioritizing the goals of efficiency and compensation for eligible claims. At their discretion, Class Counsel may waive technical requirements for the distribution of the Reversionary Funds under the Reversionary Funds Distribution Protocol if necessary to do justice for Class Members, but Class Counsel may not waive the requirement described in paragraph 6 above. There will be no appeals or other reconsideration from any determinations made in respect of Applicant's qualifications and distributions under the Reversionary Funds Distribution Protocol. Class Counsel will not be liable for any decisions or actions taken under the Reversionary Funds Distribution Protocol, with the exception of its liability to carry out the steps set out at paragraphs 12 and 13 below.

12. Following the Final Distribution or at such time as there are no funds left to disburse, Class Counsel shall send a reporting letter to the UBC Defendants summarizing the claims made, and amounts paid out.

13. Any funds remaining from the Reversionary Funds after payment of the Additional Amount to each qualifying Applicant and applicable legal fees, taxes and disbursements, will be disbursed by Class Counsel to the UBC Defendants without any requirement for further Court approval or order.

SCHEDULE "C": PROVINCIAL HEALTH INSURER CONSENT AND RELEASE

WHEREAS *Health Care Costs Recovery Act*, S.B.C. 2008, c. 27 (the **"Act")** permits a direct or subrogated claim (a **"Claim")** for the recovery of the costs for insured services that have been incurred in the past and that will probably be incurred in the future and as further described in the Act and its regulations (collectively **"Insured Services ");**

AND WHEREAS a proceeding was commenced in British Columbia against various defendants (collectively, the **"Defendants")** on behalf of a proposed Residential Tenant Subclass of British Columbia residents who have been injured or suffered health consequences (as defined in the Settlement Agreement) (the **"Proceeding");**

AND WHEREAS pursuant to a Settlement Agreement dated June _____, 2026 (the **"Settlement Agreement")** the Proceeding and all of the present and future claims of Class Members (as defined in the Settlement Agreement) for or relating in any way to the evacuation of the premises located at 1360 Bertram Street, Kelowna, B.C. known as Hadgraft Wilson Place are to be fully resolved, without admission of liability;

AND WHEREAS the Provincial Health Insurer (as defined in the Settlement Agreement) hereby consents to the Settlement Agreement;

AND WHEREAS pursuant to the Settlement Agreement, Class Members will have an opportunity to submit individual claims for settlement benefits (the **"Settling Claimants"** as further defined in the Settlement Agreement);

IN CONSIDERATION OF the payment to be made from the Settlement Amount to the Provincial Health Insurer as good and valuable consideration, the receipt and sufficiency of which are hereby irrevocably acknowledged, the undersigned, [_____], on behalf of the Provincial Health Insurer (hereinafter "**Releasor**"), releases any and all manner of claims which the Provincial Health Insurer ever had, now has or hereafter can, shall or may have pursuant to provincial or territorial legislation that permits the recovery of healthcare costs or medical expenses from third parties, whether known or unknown, past or future, direct or indirect or subrogated, relating in any way to the evacuation of 1360 Bertram Street, Kelowna, B.C. known as Hadgraft Wilson Place during the Class Period, and including all subrogated and/or direct claims in respect of Class Members that were or could have been brought for the cost of medical care or treatment provided to Class Members, as well as medical screening or monitoring, arising from the facts alleged in the Proceeding, against the Released Parties (as defined in the Settlement Agreement).

AND THE STATUTORILY DESIGNATED OFFICIAL FOR THE PROVINCIAL HEALTH INSURER REPRESENTS AND CONFIRMS that s/he has authority to bind the Releasor.

AND THE RELEASOR ACKNOWLEDGES and agrees that s/he has not been induced to execute this Release by reason of any representation or warranty of any nature or kind whatsoever and that there is no condition express or implied or collateral agreement affecting the said release.

AND FOR THE SAID CONSIDERATION the Releasor covenants and agrees not to make a claim or to commence or take proceedings against any of the Released Parties, including any person, firm, partnership, business or corporation who or which might claim contribution from, or to be indemnified by the Released Parties, in respect of those matters to which this release applies.

AND IT IS UNDERSTOOD that Released Parties, and each of them, do not admit any liability to the Releasor or others and that such liability is specifically and expressly denied.

IN **WITNESS WHEREOF** the Releasor [_____] has hereunto set his/her hand and seal this _____ day of June, 2026.

_____ Witness

_____
Printed Name of Statutorily Designated Official for the Provincial Health Insurer on behalf of British Columbia

_____
Signature of Statutorily Designated Official for the Provincial Health Insurer on behalf of British Columbia

SCHEDULE "D"
OPT OUT FORM

SECTION A – CLASS MEMBER IDENTIFICATION
You must check one (1) of the boxes below: □ I am a person who is a former resident in the building located at 1360 Bertram Street, Kelowna, B.C. known as Hadgraft Wilson Place. ("Residential Tenant Subclass") – go to Section C, D and F – attach documents proving you are member of the class. **OR** □ I am an individual or represent an incorporated entity that used to conduct business activities in the building located at 1405 St. Paul Street, Kelowna, BC V1Y 2E4 as of December 1, 2023 ("Business Subclass") – go to Section B, D and E – attach documents proving you are member of the class.
SECTION B – BUSINESS SUBCLASS NAME AND CONTACT INFORMATION
Legal Name of Person or Corporation
Registered Mailing Address
Name of Representative
Address of Representative
Telephone number of Representative
Email of Representative

SECTION C – RESIDENTIAL TENANT SUBCLASS MEMBER NAME AND CONTACT INFORMATION

First Name _____ Last Name _____

Street Address _____

City _____ Province _____ Postal Code _____

Email _____ Telephone _____

SECTION D – REASON FOR OPTING OUT (MANDATORY)

Please explain your reason(s) for opting-out.

SECTION E – OPT-OUT DECLARATION – BUSINESS SUBCLASS

_____ [Name of person or corporation] (the "Corporation") understands that by opting out, the Corporation is confirming that **it does not wish to participate** in Seabels et al v. UBC Properties Investments Ltd. et al (B.C. Supreme Court Vancouver Registry File No. VLC-S-S-242923 (the "Class Action").

The Corporation understands that if it wishes to commence its own action, it must be commenced within a specified limitation period or it will be legally barred, and that a recommendation has been made to the Corporation to seek independent legal advice about its rights in this respect.

The Corporation understands that the limitation period was stopped from the time the class proceeding was filed on May 3, 2024, but the limitation period will start running against it if it Opts Out of the Class Action.

The Corporation understands that by opting out, it take full responsibility for the resumption of the running of any relevant limitation period and for taking all necessary legal steps to protect any claim it may have against the Defendants.

The Corporation understands that by opting out, it will not be a part of this class action lawsuit and will keep any rights that it may have to sue the Defendants itself. The Corporation understands that it will not be bound by any of the Court's orders or judgments in the Class Action lawsuit and will not get any compensation or benefits from this lawsuit or from any settlement.

_____ _____

Signature of authorized representative Date

_____ _____

Witness Signature Date

SECTION F – OPT-OUT DECLARATION

I,_____ [*Name of former Hadgraft Wilson Place resident*] understand that by opting out, I am confirming that **I do not wish to participate** in the Seabels et al v. UBC Properties Investments Ltd. et al (B.C. Supreme Court Vancouver Registry File No. VLC-S-S-242923 (the "Class Action").

I understand that if I wish to commence my own action, it must be commenced within a specified limitation period or it will be legally barred, and that a recommendation has been made to me to seek independent legal advice about my rights in this respect.

I understand that the limitation period was stopped from the time the class proceeding was filed on May 3, 2024, but the limitation period will start running against me if I Opt Out of this Class Action.

I understand that by opting out, I take full responsibility for the resumption of the running of any relevant limitation period and for taking all necessary legal steps to protect any claim I may have against the Defendants.

I understand that by opting out, I will not be a part of this class action lawsuit and I will keep any rights that I may have to sue the Defendants myself. I understand that I will not be bound by any of the Court's orders or judgments in this Class Action lawsuit and will not get any compensation or benefits from this lawsuit or from any settlement.

_____ _____

Signature Date

_____ _____

Witness Signature Date