

ONTARIO
SUPERIOR COURT OF JUSTICE

THE HONOURABLE
JUSTICE E. P. BELOBABA

) Tuesday, THE 26
)
) DAY OF June, 2018

BETWEEN:

AUSTIN A. PARTRIDGE

Plaintiff

- and -

GREENSTAR AGRICULTURAL CORPORATION
(f.k.a CHINA GREEN STAR AGRICULTURAL CORPORATION)
GUAN LIANYUN, MICHAEL LAM (a.k.a LIM WEN KAI LAM MOON CHIONG),
G. MICHAEL NEWMAN, BRIAN J. KNEBEL, FRANCESCO GALATI,
and SCHWARTZ LEVITSKY FELDMAN LLP

Defendants

Proceeding under the *Class Proceedings Act, 1992*

ORDER
(CONSENT CERTIFICATION AND NOTICE OF SETTLEMENT)

THIS MOTION, made by the Plaintiff for, *inter alia*, an Order that the within proceeding be certified as a class proceeding as against G. Michael Newman, Brian J. Knebel, Francesco Galati, Michael Lam and Schwartz Levitsky Feldman LLP (collectively, "**Settling Defendants**") and GreenStar Agricultural Corporation and Guan Liwanyun, for settlement purposes only, fixing the date of a settlement approval motion, and approving the form, content and method of dissemination of notices of certification and settlement approval hearing, was read this day at Osgoode Hall, 130 Queen Street West, Toronto, ON.



ON READING the materials filed, including the Settlement Agreement, dated March 21, 2018, attached hereto as **Schedule “A” (“Settlement Agreement”)** and on reading the submissions of Counsel for the Plaintiff and Counsel for the Settling Defendants;

ON BEING ADVISED that the Settling Defendants consent to this Order;

AND ON BEING ADVISED that GreenStar Agricultural Corporation and Guan Lianyun were noted in default, under R. 19.01(1) of the *Rules of Civil Procedure*, RRO 1990 Reg 194, on July 23, 2015 and August 26, 2015 respectively; and, have not since sought to appear in the Action;

1. **THIS COURT DECLARES** that except as otherwise stated, this Order incorporates and adopts the definitions set out in the Settlement Agreement.
2. **THIS COURT ORDERS** that the Action is certified as a class proceeding as against the Settling Defendants, GreenStar and Guan for the purpose of settlement only, pursuant to the *Class Proceedings Act, 1992*, SO 1992 c 6 (“**CPA**”), ss. 2 and 5, but subject to the terms of the Settlement Agreement, including ss. 8.2 and 9 thereof.
3. **THIS COURT ORDERS** that the class certified for the purpose of settlement with the Settling Defendants, GreenStar and Guan is the Class, defined as:

All persons and entities, other than Excluded Persons* and Opt-Out Parties, wherever they may reside or be domiciled, who acquired securities of GreenStar during the period from and including May 31, 2011 to and including the cessation of trading in GreenStar common shares on June 3, 2014.

***“Excluded Persons” Means:**

(A) each Defendant, their past and present associates (as ‘associates’ is defined in Section 1(1) of the *OSA*, their officers, directors, senior employees, legal representatives, heirs, predecessors, successors and assigns;

(B) Luo Huirong (Fuzhou, Fujian, People’s Republic of China), Bliss Time Limited (British Virgin Islands), Ally Fast Limited (British Virgin Islands), Lucy Xia (United States);

(C) any person, company, partnership or limited partnership controlled (as ‘control’ is defined in Section 89(3) of the *OSA*) by any of the Defendants; and

(D) any person or company who acted as a consultant or provided other professional services to GreenStar or its subsidiaries in connection with the listing of GreenStar and/or the private placement of GreenStar securities on January 10, 2014, January 20, 2014 or February 6, 2014.

4. **THIS COURT ORDERS** that Austin Partridge is appointed as the Representative Plaintiff for the Class.
5. **THIS COURT ORDERS** that the following issue is common to the Class as against GreenStar, Guan and the Settling Defendants except for SLF:

Did one or more of GreenStars’s Class Period disclosure documents or other public oral statements contain one or more misrepresentations

and/or omissions within the meaning of the *Securities Act*, RSO 1990, c.

B-16, as amended (“*OSA*”), or at common law?

6. **THIS COURT ORDERS** that the following issue is common to the Class as against the Settling Defendant SLF:

Did SLF’s Independent Auditor’s Report included with the Consolidated Financial Statements of GreenStar for the years ended December 31, 2012 and 2011 contain a misrepresentation within the meaning of the *OSA*?

7. **THIS COURT ORDERS** that any Class Member who wishes to validly exclude him, her or itself from this Action, must do so by submitting to Class Counsel an Opt-Out Election received on or before 5:00 PM EDT on the Opt-Out Deadline. An Opt-Out Election may be electronic and shall consist of: (a) a statement of intention to opt out of the Action, by the Class Member or a person authorized to bind the Class Member; (b) a listing of all purchases and sales of GreenStar securities between May 31, 2011 and June 3, 2014, (c) supporting documents to evidence such transactions, in the form of trade confirmations, brokerage statements, other transaction records or suitable alternative documentation; and (d) contact information for the Class Member, including name, address, telephone number and email address.
8. **THIS COURT ORDERS** that any person who would otherwise be a Class Member who validly excludes him, her or itself from this Action, in accordance with paragraph seven (7) of this Order, is not bound by the Settlement Agreement and shall no longer participate or have the opportunity in the future to participate in this Action.

9. **THIS COURT ORDERS** that any person who is a member of the Class and who does not validly exclude him, her or itself from this Action in accordance with paragraph seven (7) of this Order on or prior to the Opt-Out Deadline will be bound by the Settlement Agreement, including the releases contained therein, if and when it becomes effective, and may not exclude him, her or itself from this Action in the future.
10. **THIS COURT ORDERS** that, by no later than 5 days after Opt-Out Deadline, Class Counsel shall:
 - (a) report to the Court and the Parties the number of Eligible Shares held by each Opt-Out Party and the total number of Eligible Shares held by all Opt-Out Parties; and
 - (b) provide to the Defendants copies of the Opt-Out Elections submitted by Opt-Out Parties.
11. **THIS COURT ORDERS** that the First Notice is hereby approved in substantially the forms attached hereto as **Schedule “B”**.
12. **THIS COURT ORDERS** that Part 1 of the Plan of Notice attached hereto as **Schedule “C”** is hereby approved for the purposes of the publication and dissemination of the First Notice.
13. **THIS COURT ORDERS** that the First Notice shall be published in accordance with the Settlement Agreement and Part 1 of the Plan of Notice as soon as is practicable and not later than 10 days after the issuance of this Order.
14. **THIS COURT ORDERS** that the hearing of the Approval Motion and the Representative Plaintiff's motion for approval of Class Counsel Fees shall take place at 10:00 AM, EDT, on October 26, 2018, at Osgoode Hall, 130 Queen Street West, Toronto, ON.

15. **THIS COURT ORDERS** that:

(a) the Representative Plaintiff shall:

(i) by no later than 4:00 PM, EDT, on the date that is 30 days before the Opt-Out Deadline, post to Class Counsel's website his:

(A) notice of motion for the Approval Order, together with supporting materials; and

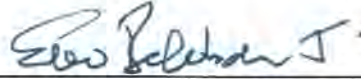
(B) notice of motion for the approval of Class Counsel Fees, together with supporting materials; and

(ii) by no later than 4:00 PM, EDT, on October 15, 2018, file the same materials with the Court, supplemented as may be necessary to report to the Court and the parties on opt outs and to address objections, if any; and

(b) the Defendants, if they wish to respond, shall, by no later than 4:00 PM, EDT, on October 22, 2018, file with the Court their materials responding to the Representative Plaintiff's motion for the Approval Order.

16. **THIS COURT ORDERS** that Class Members who wish to file with the Court an objection or comment on the Settlement or the request for approval of Class Counsel Fees shall deliver a written statement to Class Counsel, at the address indicated in the First Notice, no later than October 19, 2018.

17. **THIS COURT ORDERS** that the time for service and filing of the motion materials is abridged.



THE HONOURABLE JUSTICE E. P. BELOBABA

ENTERED AT / INSCRIT À TORONTO
ON / BOOK NO:
LE / DANS LE REGISTRE NO.:

JUN 28 2018

PER / PAR:



**GREENSTAR AGRICULTURAL CORPORATION SECURITIES LITIGATION
SETTLEMENT AGREEMENT**

Made as of March 21, 2018

BETWEEN

AUSTIN A. PARTRIDGE

("Plaintiff")

– and –

**MICHAEL LAM (LIM WEN KAI LAM MOON CHIONG)
G. MICHAEL NEWMAN
BRIAN J. KNEBEL
FRANCESCO GALATI
SCHWARTZ LEVITSKY FELDMAN LLP**

("Settling Defendants")

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SETTLEMENT AGREEMENT

Subject to the approval of the Court as provided herein, the Plaintiff and the Settling Defendants hereby stipulate and agree that, in consideration of the promises and covenants set forth in this Agreement and upon the Approval Order becoming a Final Order, this Action will be settled and compromised on the terms and conditions contained herein.

SECTION 1 - RECITALS

1.1 WHEREAS:

- (a) The Plaintiff commenced this Action in Ontario against the Defendants, alleging that certain disclosure documents released by GreenStar on and after May 30, 2012, including a private placement agreement, contained misrepresentations at common law and/or within the meaning of the *O.S.A.*; which misrepresentations, it is alleged, caused GreenStar securities to issue and trade at artificially high prices.
- (b) The Settling Defendants have denied and continue to deny all the Plaintiff's claims in this Action, have vigorously denied any wrongdoing or liability of any kind, or whatsoever, and would have actively and diligently pursued affirmative defences and other defences had this Action not been settled.
- (c) The Plaintiff, with the benefit of advice from Class Counsel, has concluded that this Agreement, which resolves finally and completely the Action against all Defendants, is fair, reasonable and in the best interests of the Class based upon an analysis of the facts and law applicable to the issues in this Action, and taking into account factors including the following: without prejudice and without waiver of privilege production and representations that have been made by the Settling Defendants, the burdens, complexities, risks and expense of

continued litigation, including the determination of the Settling Defendants' proportionate liability and potential limits thereto, the determination of damages to the Class, any potential appeals; and, the potential risks to recovery in continuing the Action against GreenStar and Guan, including evidence tending to show they have little or potentially no exigible assets.

- (d) The Settling Defendants similarly have concluded that this Agreement is desirable in order to avoid the time, risk and expense of continuing with the litigation, including any potential appeals, and any other present or future litigation arising out of the facts that gave rise to this Action, and to resolve finally and completely the pending claims raised or that could have been raised in this Action against them.
- (c) The Plaintiff and the Settling Defendants have engaged in hard-fought arm's length negotiations.
- (f) The Plaintiff and the Settling Defendants intend to and hereby do finally resolve the Action and all the claims that were or could have been asserted in the Action, subject to the approval of the Court as hereinafter provided, without any admission of liability or wrongdoing whatsoever by the Settling Defendants.
- (g) The Plaintiff asserts that he is a suitable representative for the Class and will seek to be appointed as the representative plaintiff in this Action.

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, the Parties stipulate and agree that this Agreement represents the agreement between the Parties to resolve and release, fully and finally, in accordance with the terms more particularly set out herein, all Released Claims and, subject to the approval of the Court as provided herein, to obtain

an Approval Order that is a Final Order dismissing the Action as against the Settling Defendants, GreenStar and Guan with prejudice and without costs.

SECTION 2- DEFINITIONS

2.1 In this Settlement Agreement, including the Recitals and Appendices hereto:

1. **Action** means the action styled *Partridge v GreenStar Agricultural Corporation, et al.* filed in the Ontario Superior Court of Justice (Toronto Registry), Court File No.: CV-14-514504-00CP.
2. **Administration Expenses** means all fees, disbursements, expenses, costs, taxes and any other amounts incurred or payable in relation to the implementation and administration of the Settlement, including fees, disbursements and taxes paid to the Administrator, costs incurred by the Administrator for printing and delivering the long form Second Notice, and any other expenses approved by the Court which shall be paid from the Settlement Funds in accordance with Sections 4.1 and 6.1. For greater certainty, Administration Expenses do not include Class Counsel Fees.
3. **Administrator** means the third party professional firm and any employees of such firm, selected at arm's length by Class Counsel, agreed upon by the Settling Defendants and appointed by the Court to administer the Settlement in accordance with this Agreement and the Distribution Protocol; and, report to the Parties and the Court on the administration of the Settlement.
4. **Agreement** means this settlement agreement, including the recitals.
5. **Approval Motion** means a motion to be brought by the Plaintiff, in the Court, for the Approval Order.

6. ***Approval Order*** means an order made by the Court substantially in the form attached as Appendix "D" hereto:
 - (A) approving this Settlement;
 - (B) approving the form of the Second Notice;
 - (C) appointing the Administrator;
 - (D) approving the Distribution Protocol; and
 - (F) dismissing the Action as against the Settling Defendants, GreenStar and Guan, with prejudice and without costs, on the Effective Date.
7. ***Authorized Claimant*** means any Class Member who has submitted a completed Claim which, pursuant to the terms of the Agreement and the Distribution Protocol, has been approved for compensation by the Administrator.
8. ***Certification and First Notice Motion*** means a motion to be brought by the Plaintiff, in the Court, for the Certification and First Notice Order.
9. ***Certification and First Notice Order*** means an order made by the Court in substantially the form attached as Appendix "A" hereto:
 - (A) certifying the Action for settlement purposes only;
 - (B) approving the form, content and method of dissemination of the First Notice;
 - (C) prescribing opt-out procedures; and
 - (D) fixing the date for the Approval Motion.

10. ***Claim*** means the electronic claims process and paper claim form to be approved by the Court, either of which, when completed and submitted in a timely manner to the Administrator, constitutes a Class Member's claim for compensation pursuant to the Settlement.
11. ***Claims Bar Deadline*** means the date by which each Class Member must file a Claim and all supporting documentation with the Administrator; which date shall be one hundred and twenty (120) days after the date on which the Second Notice is first published.
12. ***Class* or *Class Members*** means all persons and entities, other than Excluded Persons and Opt-Out Parties, wherever they may reside or be domiciled, who acquired securities of GreenStar during the Class Period.
13. ***Class Counsel*** means Siskinds LLP.
14. ***Class Counsel Fees*** means the fees, disbursements, costs, interest, HST and other applicable taxes or charges of Class Counsel as approved by the Court.
15. ***Class Period*** means the period from and including May 31, 2011 to and including the cessation of trading in Shares on June 3, 2014.
16. ***Collateral Agreement*** means the agreement entered into by the Parties dated March 21, 2018.
17. ***Common Issue (GreenStar)*** means: Did GreenStar's Class Period disclosure documents contain a misrepresentation within the meaning of the OSA, or at common law?

18. **Common Issue (SLF)** means: Did SLF's Independent Auditor's Report included with the Consolidated Financial Statements of GreenStar for the years ended December 31, 2012 and 2011 contain a misrepresentation within the meaning of the *OSA*?
19. **Counsel for the Settling Defendants** means Gowling WIG (Canada) LLP, and Dentons Canada LLP, individually and collectively.
20. **Court** means the Ontario Superior Court of Justice.
21. **CPA** means the *Class Proceeding Act, 1992*, S.O. 1992, c. 6, as amended.
22. **Defendant** means any person or entity named as a defendant in the Action.
23. **Distribution Protocol** means the plan stipulating the proposed distribution of the Settlement Amount after deductions for Administration Expenses and Class Counsel Fees.
24. **Effective Date** means the date on which both of the following occur or have occurred:
 - (A) the Settlement Amount has been paid into the Escrow Account; and
 - (B) the Settling Defendants' collective right to terminate the Agreement has expired and the Approval Order becomes a Final Order.
25. **Eligible Shares** means the Shares purchased or otherwise acquired by a Class Member or Opt-Out Party during the Class Period.
26. **Escrow Account** means an account at a Canadian Schedule 1 bank, under the *Bank Act*, SC 1991, c 46, in Ontario and under the control of the Administrator.

27. ***Escrow Settlement Amount*** means the Settlement Funds plus any interest accruing thereon.
28. ***Excluded Persons*** means:
- (A) each Defendant, their past and present associates (as 'associates' is defined in Section 1(1) of the OSA, their officers, directors, senior employees, legal representatives, heirs, predecessors, successors and assigns;
 - (B) Luo Huirong (Fuzhou, Fujian, People's Republic of China), Bliss Time Limited (British Virgin Islands), Ally Fast Limited (British Virgin Islands), Lucy Xia (United States);
 - (C) any person, company, partnership or limited partnership controlled (as 'control' is defined in Section 89(3) of the OSA) by any of the Defendants; and
 - (D) any person or company who acted as a consultant or provided other professional services to GreenStar or its subsidiaries in connection with the private placement of GreenStar securities on January 10, 2014, January 20, 2014 or February 6, 2014.
29. ***Final Order*** means any order of the Court contemplated by this Settlement Agreement from which any right of appeal has been exhausted, expired, or where no appeal lies.
30. ***First Notice*** means the long-form and short-form Notice of Certification and Notice of Court Hearing for Settlement Approval substantially in the forms attached as Appendices "B" and "C" hereto.
31. ***Gowling*** means Gowling WLG (Canada) LLP

32. **GreenStar** means the Defendant, GreenStar Agricultural Corporation (f.k.a. China Green Star Agricultural Corporation and Aquarius Capital Corp.), formerly an Ontario corporation bearing corporation number 2144610 and dissolved on May 5, 2014 under section 240 of the *Business Corporations Act*, RSO 1990, c B 16, as amended.
33. **Guan** means the Defendant, Guan Lianyun, a former director, president and chief executive officer of GreenStar.
34. **Opt-Out Election** means the means the procedure, to be approved by the Court, by which a Class Member may exclude him, her or itself from the Class, participation in the Action and the Settlement.
35. **Opt-Out Deadline** means the date sixty (60) days after the date on which the First Notice is first published on Class Counsel's website.
36. **Opt-Out Party** means any person who would otherwise be a Class Member and who submits a valid Opt-Out Election to Class Counsel by the Opt-Out Deadline.
37. **Opt-Out Period** means the period up to and including the Opt-Out Deadline, during which Opt-Out Elections may be submitted.
38. **Opt-Out Threshold** means the total number of Eligible Shares required to be held by all Opt-Out Parties in order to trigger the Settling Defendants' right to terminate this Agreement in accordance with Sections 10.6 to 10.8 hereof, as particularized in the Collateral Agreement.
39. **OSA** means the *Securities Act*, RSO 1990, c B-16, as amended.
40. **Parties** mean the Plaintiff and the Settling Defendants.

41. **Plaintiff** means the Plaintiff, Austin A. Partridge.
42. **Plan of Notice** means the plan for disseminating the First Notice and Second Notice to the Class, substantially in the form attached as Appendix "G" hereto.
43. **Released Claims** (or Released Claim in the singular) means any and all claims, demands, actions, suits, causes of action, whether class, individual or otherwise in nature, whether personal or subrogated, including assigned claims, whether known or unknown, asserted or unasserted, regardless of the legal theory, existing now or arising in the future by any and all of the Plaintiff or the Class Members, arising out of or relating in any way to the acquisition, purchase, sale, retention, pricing, marketing or distribution of Eligible Shares and any claims which were raised or could have been raised in the Action. Released Claims include, without limitation, all claims for damages including, but not limited to punitive, aggravated, statutory and other multiple damages or penalties of any kind, known or unknown, suspected or unsuspected, actual or contingent, and liquidated or unliquidated, in law, under statute, at common law or in equity; and, remedies of whatever kind or character, known or unknown, that are now recognized by law or equity or that may be created and recognized in the future by statute, regulation, judicial decision, or in any other manner, including but not limited to injunctive and declaratory relief, economic or business losses or disgorgement of revenues or profits and restitution, and costs, expenses, class administration expenses, and lawyers' fees (including Class Counsel Fees); and prejudgment and post-judgment interest.
44. **Releasees** mean, jointly and severally, individually and collectively, the Settling Defendants, GreenStar, Guan and all of their respective present and former, direct and indirect, parents, subsidiaries, divisions, affiliates, partners, insurers, and all other persons,

partnerships or corporations with whom any of the former have been, or are now, affiliated, and all of their respective past, present and future officers, directors, employees, agents, shareholders, attorneys, trustees, servants and representatives; and the predecessors, successors, purchasers, heirs, executors, administrators and assigns of each of the foregoing.

45. **Releasors** mean, jointly and severally, individually and collectively, the Plaintiff, the Class Members, the Settling Defendants, GreenStar, Guan and their respective heirs, executors, trustees, administrators, assigns, attorneys, representatives, partners and insurers and their predecessors, successors, heirs, executors, trustees, administrators and assignees; but, for greater certainty, excludes Opt-Out Parties.
46. **Second Notice** means the long-form and short-form Notice of Settlement Approval substantially in the forms attached as Appendices "E" and "F" hereto.
47. **Settlement** means the settlement provided for in this Agreement.
48. **Settlement Amount** means \$500,000.00 in Canadian currency, inclusive of Administration Expenses, Class Counsel Fees and any other costs or expenses otherwise related to the Action, to be paid in accordance with Section 4.1 hereof.
49. **Settling Defendants** means the Defendants, G. Michael Newman, Brian J. Knebel, Francesco Galati, Michael Lam and SLF.
50. **Shares** means common shares of GreenStar.
51. **SLF** means Schwartz Levitsky Feldman LLP, a partnership of chartered professional accountants with offices in Toronto and Montréal.

SECTION 3 – APPROVAL AND NOTICE PROCESS

Best Efforts

- 3.1 The Parties shall use their best efforts to effectuate this Settlement and to secure the Approval Order in a prompt and timely manner.
- 3.2 The Parties agree that the content of the orders and notices attached as Appendices A through H, respectively, may be modified or amended on consent of the Parties as may be necessary to secure the Approval Order, but any such modification or amendment must be approved by the Court.
- 3.3 Until the Approval Order becomes a Final Order or the termination of this Agreement, whichever occurs first, the Parties agree to hold in abeyance all steps in the Action, other than the motions provided for in this Agreement and such other matters required to implement the terms of this Agreement.

Certification and First Notice Motion

- 3.4 The Plaintiff will, as soon as is reasonably practicable following the execution of this Agreement, bring the Certification and First Notice Motion. Subject to the content of the First Notice and the Certification and First Notice Order being satisfactory to the Settling Defendants, and for the purpose of this Agreement only, the Settling Defendants will consent to the Certification and First Notice Order being issued by the Court.
- 3.5 Upon entry of the Certification and First Notice Order, Class Counsel shall cause the First Notice to be published in accordance with the Plan of Notice and the directions of the Court. Any third party costs for translation and publication of the First Notice shall be paid by Class Counsel. If this Settlement is approved by Final Order, Class Counsel will be reimbursed for the translation and publication costs of the First Notice from the Escrow Account, in accordance with Section 6.1(b).

Approval Motion and Notice

- 3.6 The Plaintiff will thereafter bring the Approval Motion before the Court in accordance with the Court's directions. The Settling Defendants will consent to the issuance of the Approval Order, subject to the content of the Approval Order sought at the Approval Motion being satisfactory to the Settling Defendants, and for the purposes of the Settlement only.
- 3.7 Upon entry of the Approval Order, Class Counsel shall cause the Second Notice to be published and disseminated in accordance with the Plan of Notice as approved by the Court. Any third party costs for translation and publication of the Second Notice shall be paid by Class Counsel. If this Settlement is approved by Final Order, Class Counsel will be reimbursed for the translation and publication costs of the Second Notice from the Escrow Account, in accordance with Section 6.1(b).

Notice of Termination

- 3.8 If this Agreement is terminated after the First Notice has been published and disseminated, a notice of the termination will be given to the Class. Class Counsel will cause the notice of termination, in a form approved by the Court, to be published and disseminated as the Court directs. Any third party costs for the translation and publication of a notice of termination shall be shared equally (1/3 each) between: (i) Class Counsel; (ii) SLF; and (iii) the remaining Settling Defendants.

Report to the Court

- 3.9 After publication and dissemination of each of the notices required by this Section, Class Counsel shall file with the Court an affidavit confirming publication and dissemination.

SECTION 4— SETTLEMENT BENEFIT

Payment of Settlement Amount

- 4.1 Within thirty (30) days after the Approval Order is granted, the Settling Defendants, or their insurers as the case may be, shall cause the Settlement Amount to be paid into the Escrow Account, as follows:
- (a) the amount of \$300,000.00 in Canadian currency, by or on behalf of the Settling Defendants, G. Michael Newman, Brian J. Knebel, Francesco Galati and Michael Lam, inclusive of Administration Expenses, Class Counsel Fees and any other costs or expenses otherwise related to the Action; and
 - (b) the amount of \$200,000.00 in Canadian currency by or on behalf of the Settling Defendant, SLF, inclusive of Administration Expenses, Class Counsel Fees and any other costs or expenses otherwise related to the Action.
- 4.2 Neither the Settling Defendants nor the Settling Defendants' insurers shall have any obligation to pay any amount to the Plaintiff, the Class Members or Class Counsel other than the Settlement Amount (to be paid in accordance with Section 4.1 hereof) with respect to this Agreement or the Action for any reason whatsoever, including any amount for damages, interest, legal fees (including Class Counsel Fees), disbursements, taxes of any kind, costs and expenses relating in any way to the Action, including as described in Sections 3.5 to 3.7, the Released Claims, the Settlement and Administration Expenses.
- 4.3 The Administrator shall provide an accounting to the Court for all payments made from the Escrow Account. In the event this Agreement is terminated, Class Counsel shall deliver the accounting to the Court no later than ten (10) days after the termination.

- 4.4 Any dispute concerning an entitlement to or quantum of expense incurred in the publication and dissemination of First Notice, Second Notice, or by the Administrator subsequently, shall be dealt with by a motion to the Court on notice to the Parties.

Settlement Amount to be Held in Trust

- 4.5 The Administrator shall maintain the Settlement Amount in the Escrow Account for the benefit of the Class, as provided for in this Agreement.
- 4.6 No amount shall be paid out from the Escrow Account by the Administrator except in accordance with this Agreement, or in accordance with an order of the Court obtained on notice to the Parties.

Taxes on Interest

- 4.7 Except as expressly provided herein, any interest earned on the Settlement Amount shall accrue to the benefit of the Class and shall become and remain part of the Escrow Account.
- 4.8 Subject to Section 4.9, all taxes payable on any interest which accrues on or otherwise in relation to the Settlement Amount in the Escrow Account shall be the responsibility of the Class. The Administrator shall be solely responsible for fulfilling all applicable tax reporting and payment requirements arising from the Settlement Amount in the Escrow Account, including any obligation to report taxable income and make tax payments. All taxes (including interest and penalties) due with respect to any income earned by the Settlement Amount shall be paid from the Escrow Account.
- 4.9 The Settling Defendants shall have no responsibility to make any filings relating to the Escrow Account, to pay tax on any income earned by the Settlement Amount, or to pay any taxes on the monies in the Escrow Account, unless this Agreement is terminated, in which case any interest earned on the Settlement Amount in the Escrow Account shall be paid to the Settling

Defendants or their insurers, as may be directed, in accordance with and in proportion to their respective contributions to the Settlement Amount; and, the Settling Defendants or their insurers, in such case, shall be responsible for the payment of any applicable taxes on such interest not previously paid by the Administrator.

SECTION 5- NO REVERSION

- 5.1 Unless this Agreement is terminated as provided herein, the Settling Defendants or their insurers, as the case may be, shall not be entitled to the repayment of any portion of the Settlement Amount contributed under Section 4.1 and then only to the extent of and in accordance with the terms provided herein.

SECTION 6- DISTRIBUTION OF THE SETTLEMENT AMOUNT

- 6.1 On or after the Effective Date, the Administrator shall distribute the Settlement Amount from the Escrow Account in accordance with the following priorities:
- (a) to pay Class Counsel Fees;
 - (b) to pay any third party costs for translation and publication of the First Notice and Second Notice, as contemplated by Sections 3.5 and 3.7;
 - (c) to pay all Administration Expenses;
 - (d) to pay any taxes required by law to be paid to any governmental authority; and
 - (e) to pay a *pro rata* share of the net Settlement Amount to each authorized Claimant in proportion to his, her or its entitlement to compensation, as determined in accordance with the Distribution Protocol.

SECTION 7- EFFECT OF SETTLEMENT

No Admission of Liability

- 7.1 Whether or not this Agreement is terminated, this Agreement, anything contained in it, any and all negotiations, discussions, and communications associated with this Agreement, shall not be deemed, construed or interpreted as a concession or admission of wrongdoing or liability by the Releasees, or as a concession or admission by the Releasees of the truthfulness of any claim or allegation asserted in this Action. Neither this Agreement nor anything contained herein shall be used or construed as an admission by the Releasees of any fault, omission, liability or wrongdoing in connection with any statement, release, written document, offering document or financial report, or otherwise, and in fact the Settling Defendants continue to vigorously dispute and contest the allegations made in this Action.

Agreement Not Evidence

- 7.2 The Parties agree that, whether or not it is terminated, unless otherwise agreed, this Agreement and anything contained herein, any and all negotiations, documents, discussions and proceedings associated with this Agreement, and any action taken to implement this Agreement, shall not be referred to, offered as evidence or received as evidence or interpreted in this Action or in any other pending or future civil, criminal, quasi-criminal, administrative action, disciplinary investigation or other proceeding as any presumption, concession or admission: (i) of the validity of any claim that has been or could have been asserted in the Action by the Plaintiff against the Settling Defendants, or the deficiency of any defence that has been or could have been asserted in the Action; (ii) of wrongdoing, fault, neglect or liability by the Settling Defendants; and (iii) that the consideration to be given hereunder represents the amount that could be or would have been recovered in the Action after trial.

- 7.3 Notwithstanding Section 7.2, this Agreement may be referred to or offered as evidence in order to obtain the orders or directions from the Court contemplated by this Agreement, in a proceeding to approve or enforce this Agreement, to defend against the assertion of Released Claims, or as otherwise required by law.

No Further Litigation

- 7.4 Class Counsel, and anyone currently or hereafter employed by, associated with, or a partner with Class Counsel may not, directly or indirectly participate or be involved in, or in any way assist with respect to any claim made by any person, including but not limited to any putative class member who opts-out of the Action, in relation to any claim they have or may in the future assert, regarding subject matter of the Action.
- 7.5 Class Counsel also is prohibited from divulging to anyone for any purpose any information obtained in the course of the negotiation, preparation or execution of this Agreement, without the prior written consent of the Settling Defendants or unless ordered to do so by a court.

SECTION 8- CERTIFICATION FOR SETTLEMENT ONLY

Consent to Certification

- 8.1 The Settling Defendants will consent to certification of the Action as a class proceeding, pursuant to Sections 2, 5 and 6 of the *CPA*, solely for the purpose of effecting this Agreement.
- 8.2 The Plaintiff and the Settling Defendants, G. Michael Newman, Brian J. Knecht, Francesco Galati and Michael Lam, agree that the only common issue that the Plaintiff will seek to define as against them is the Common Issue (GreenStar) and the only class that the Plaintiff will assert is the Class.

- 8.3 The Plaintiff and the Settling Defendant, SLF, agree that the only common issue that the Plaintiff will seek to define as against SLF is the Common Issue (SLI) and the only class that the Plaintiff will assert is the Class.

Certification Without Prejudice

- 8.4 The Parties agree that the certification of the Action as a class proceeding in accordance with Sections 8.1-8.3 hercof is for the sole purpose of effecting the Settlement. In the event that this Agreement is terminated as provided herein, the Certification and First Notice Order shall be vacated or set aside to the extent of the order certifying this Action as a class proceeding for the purposes of implementing this Agreement, and shall be without prejudice to any position that any of the Parties may later take on any issue in the Action including in a subsequent certification motion. In particular, the fact of the Settling Defendants' consent to certification for settlement purposes shall not be referenced in any way in the further prosecution of the Action, nor shall such consent be deemed to be an admission by the Settling Defendants, or any of them, that the Plaintiff has met any of the requisite criteria for certification of the Action as a class proceeding.

SECTION 9- OPTING OUT

Awareness of any Potential Opt-Outs

- 9.1 The Plaintiff and Class Counsel represent and warrant that:
- (a) they are unaware of any Class Member who has expressed an intention to opt-out of the Class; and
 - (b) they will not encourage or solicit any Class Member to opt-out of the Class.

Opt-Out Procedure

- 9.2 Each Class Member who wishes to exclude him, her or itself from the Class must submit a properly completed Opt-Out Election along with all required supporting documents to Class Counsel on or before the Opt-Out Deadline. An Opt-Out Election shall consist of the following:
- (a) a statement of intention to opt out of the Action, signed by the Class Member or a person authorized to bind the Class Member;
 - (b) a listing of all purchases and sales of GreenStar common shares during the Class Period;
 - (c) the total number of GreenStar common shares held at the end of the Class Period;
 - (d) supporting documents to evidence such transactions, in the form of trade confirmations, brokerage statements, other transaction records or suitable alternative documentation as may be agreed between the Class Member and Class Counsel; and
 - (e) contact information for the Class Member, including name, address, telephone number and email address.
- 9.3 In order to remedy any deficiency in the completion of an Opt-Out Election, Class Counsel may require and request that additional information be submitted by a Class Member who submits an Opt-Out Election.
- 9.4 If a Class Member fails to submit a properly completed Opt-Out Election and/or all required supporting documents to Class Counsel or fails to remedy any deficiency by the Opt-Out Deadline, the Class Member shall not have opted out of the Action, subject to any order of the Court to the contrary, and will in all other respects be subject to, and bound by, the provisions of this Agreement and the releases contained herein.

- 9.5 The Opt-Out Deadline will not be extended unless the Court orders otherwise.
- 9.6 Opt-Out Parties will be excluded from any and all rights and obligations arising from the Settlement. Class Members who do not opt-out shall be bound by the Settlement and the terms of this Agreement.

Notification of Number of Opt-Outs

- 9.7 Within five (5) days after the Opt-Out Deadline, Class Counsel shall report to the Court and the Parties the number of Eligible Shares held by each Opt-Out Party, a summary of the information delivered by each Opt-Out Party, and the total number of Eligible Shares held by all Opt-Out Parties.
- 9.8 Class Counsel shall also provide to Counsel for the Settling Defendants copies of all of the Opt-Out Elections submitted by Opt-Out Parties at the same time as the report provided for in Section 9.7.

SECTION 10- TERMINATION OF THE AGREEMENT

General

- 10.1 This Agreement shall, without notice, be automatically terminated if:
- (a) the Court declines to grant the Certification and First Notice Order and such order becomes a Final Order;
 - (b) the Court grants the Certification and First Notice Order but such order is reversed on appeal and the reversal becomes a Final Order;
 - (c) the Court declines to grant the Approval Order and such order becomes a Final Order; or
 - (d) the Court grants the Approval Order but such order is reversed on appeal and the reversal becomes a Final Order.

10.2 Each of the Parties shall have the right to terminate this Agreement by delivering a written notice pursuant to Section 15.19 below within thirty (30) days after either of the following events:

- (a) the Court grants the Certification and First Notice Order in a form that is materially different to the form of the First Notice Order at Appendix "A"; or
- (b) the Court grants the Approval Order in a form that is materially different to the form of the Approval Order at Appendix "D".

10.3 This Agreement shall be terminated if the Settling Defendants elect to terminate the Agreement in accordance with Section 10.6 forthwith upon delivery to Class Counsel of the notice of election to terminate contemplated by that Section.

10.4 In the event this Agreement is terminated in accordance with its terms:

- (a) the Parties will be restored to their respective positions prior to the execution of this Agreement;
- (b) the Plaintiff and the Settling Defendants will consent to an Order vacating or setting aside the Certification and First Notice Order to the extent of the order certifying this Action as a class proceeding for the purposes of implementing this Agreement; and, such order shall include a declaration that:
 - (i) the prior consent certification of this Action for settlement purposes shall not be deemed to be an admission by the Settling Defendants that the Action met any of the criteria for certification as a class proceeding; and

- (ii) no Party to this Action and no other person may rely upon the fact of the prior consent certification for any purpose whatsoever;
 - (c) the Escrow Settlement Amount will be returned to the Settling Defendants or their insurers, as directed, in accordance with Section 10.10(d) hereof;
 - (d) this Agreement will have no further force and effect and no effect on the rights of the Parties except as specifically provided for herein;
 - (e) this Agreement and the consent certification order will not be introduced into evidence or otherwise referred to in any litigation against the Settling Defendants.
- 10.5 Notwithstanding the provisions of Section 10.4(d), if this Agreement is terminated, the provisions of this Section 10 and Sections 1, 2, 3.8, 3.9, 4.3, 4.9, 5.1, 7.1, 7.2, 7.3, 7.5, 8.4, 9.1, 12.6 and 15 shall survive termination and shall continue in full force and effect.

Effect of Exceeding the Opt-Out Threshold, Conditions Precedent and Right to Terminate

- 10.6 Notwithstanding any other provision in this Agreement, any of the Settling Defendants may, in their sole and unfettered discretion, elect to terminate the Agreement if the total number of Eligible Shares held by Opt-Out Parties exceeds the Opt-Out Threshold, provided that notice of the election to terminate is provided by Counsel for the Settling Defendant to Class Counsel within ten (10) business days of Class Counsel notifying Counsel for the Settling Defendants of the number of Opt-Outs pursuant to Section 9.7, after which date the right to terminate the Agreement will have expired.
- 10.7 If the Opt-Out Threshold is not exceeded, the Settling Defendants' right to terminate this Agreement pursuant to the provisions of this Section is inoperative and of no force and effect.

- 10.8 The Opt-Out Threshold shall be stated in the Collateral Agreement signed contemporaneously with the execution of this Agreement. The Collateral Agreement will state the Opt-Out Threshold and will be kept confidential by the Parties and their counsel, and may be shown to the Court solely for purposes of the Approval Motion but shall not be otherwise disclosed by the Parties and their counsel, unless disclosure is ordered by the Court or the Settling Defendants provide prior written consent to disclosure.

Allocation of Monies in the Escrow Account Following Termination

- 10.9 In the event of termination of this Agreement, Class Counsel shall account to the Court and the Parties for the amounts maintained in and disbursed from the Escrow Account. Consistent with Section 4.3, this accounting shall be delivered no later than ten (10) days after such termination.
- 10.10 If this Agreement is terminated, the Settling Defendants shall, within thirty (30) days after termination, apply to the appropriate Court, on notice to the Plaintiff, for an order:
- (a) declaring this Settlement Agreement null and void and of no force or effect except for the provisions listed in Section 10.5;
 - (b) determining whether a notice of termination shall be sent out to the Class Members and, if so, the form and method of disseminating such a notice;
 - (c) requesting an order setting aside, *nunc pro tunc*, all prior orders or judgments entered by the Court in accordance with the terms of this Agreement, including any order certifying the Action as a class proceedings for the purposes of implementing this Agreement; and
 - (d) authorizing the payment of all remaining funds in the Escrow Account, including any accrued interest, to the Settling Defendants or their insurers as the case may be.

- 10.11 Subject to Section 10.12, the Parties shall consent to the orders sought in any motion made by the Settling Defendants pursuant to Section 10.10.

Disputes Relating to Termination

- 10.12 If there is any dispute about the termination of this Agreement, the Court shall determine any dispute by motion made by a Party on notice to the other Parties.

No Right to Terminate

- 10.13 For greater certainty, no dispute or disagreement among the Plaintiff and/or members of the Class or any of them about the proposed distribution of the Settlement Amount or the Distribution Protocol shall give rise to a right to terminate this Agreement.

SECTION 11- DETERMINATION THAT THE SETTLEMENT IS FINAL

- 11.1 The Settlement shall be considered final on the Effective Date.

SECTION 12- RELEASES AND JURISDICTION OF THE COURT

Release of Releasees

- 12.1 Upon the Effective Date, in consideration of payment of the Settlement Amount and for other valuable consideration set forth in the Agreement, the Releasors forever and absolutely release, waive and forever discharge the Releasees from the Released Claims.
- 12.2 The Releasors acknowledge that they are aware that they may hereafter discover facts in addition to, or different from, those facts which they know or believe to be true with respect to the Action and the subject matter of this Agreement, and that it is their intention to release fully, finally and forever all Released Claims, and in furtherance of such intention, this release and, subject to the provisions of SectionSECTION 10, this Agreement, shall be and remain in effect notwithstanding the discovery or existence of any such additional or different facts.

- 12.3 Upon the Effective Date, each Releasee forever and absolutely releases each of the other Releasees from any and all claims for contribution or indemnity with respect to the Released Claims.

No Further Claims

- 12.4 As of the Effective Date, the Releasers and Class Counsel shall not now or hereafter institute, continue, maintain or assert, either directly or indirectly, whether in Ontario or elsewhere, on their own behalf or on behalf of any class or any other person, any action, suit, cause of action, claim or demand against any of the Releasees or any other person who may claim contribution or indemnity from any of the Releasees in respect of any Released Claim.

Dismissal of the Action

- 12.5 As of the Effective Date, the Action shall be dismissed as against the Settling Defendants, GreenStar and Guan with prejudice and without costs.

No Claims in Interim

- 12.6 As of the date of this Agreement, Class Counsel represent that they do not represent plaintiffs in any other proceeding related to any matter at issue in this Action.

SECTION 13- ADMINISTRATION

Appointment of the Administrator

- 13.1 The Court will appoint the Administrator to serve until such time as the Settlement Amount is distributed in accordance with section 6.1, on the terms and conditions and with the powers, rights, duties and responsibilities set out in this Agreement and in the Distribution Protocol.

Information and Assistance from the Settling Defendants

- 13.2 The Settling Defendants, G. Michael Newman, Brian J. Knebel, Francesco Galati and Michael Lam will, subject to the content of the Approval Order sought at the Approval Motion being satisfactory to them and for the purposes of the Settlement only, consent to the Court making

an order that they deliver to the Administrator, within ten (10) business days of the entry of the Approval Order, a list containing the names and mailing addresses of the non-objecting beneficial owners of GreenStar securities as at August 1, 2014.

- 13.3 The Administrator may use the information obtained under Section 13.2 for the purpose of delivering the Second Notice in accordance with Part 2 of the Plan of Notice.
- 13.4 Any information obtained or created by the Administrator is confidential; and, except as required by law or permitted by this Agreement, shall be used and disclosed only for the purposes of the administration of this Settlement.

Claims Process

- 13.5 In order to seek payment from the Settlement Amount, a Class Member must submit a completed Claim to the Administrator, in accordance with the provisions of the Distribution Protocol, on or before the Claims Bar Deadline. From and after the Effective Date, Class Members shall be bound by the terms of the Settlement regardless of whether they submit a completed Claim Form or receive payment from the Settlement Amount.
- 13.6 In order to remedy any deficiency in the completion of a Claim, the Administrator may require and request that additional information be submitted by a Class Member who submits a Claim. Such Class Members shall have until the later of thirty (30) 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 this Agreement and the releases contained herein.
- 13.7 By agreement between the Administrator and Class Counsel and on Notice to Counsel for the

Settling Defendants, the Claims Bar Deadline may be extended. Class Counsel and the Administrator shall agree to extend the Claims Bar Deadline if, in their opinions, doing so will not adversely affect the efficient administration of the Settlement and it is in the best interests of the Class to do so.

Disputes Concerning the Decisions of the Administrator

- 13.8 In the event that a Class Member disputes the Administrator's decision, whether in whole or in part, the Class Member may appeal the decision to the Court. The decision of the Court will be final with no right of appeal.
- 13.9 No action shall lie against Class Counsel or the Administrator relating to any decision made in the administration of this Agreement and/or the design and/or application of the Distribution Protocol, without an order from the Court authorizing such an action.

Conclusion of the Administration

- 13.10 Following the Claims Bar Deadline, and in accordance with the terms of this Agreement, the Distribution Protocol and such further approval or order of the Court as may be necessary, or as circumstances may require, the Administrator shall distribute the net Escrow Settlement Amount to Authorized Claimants.
- 13.11 No claims or appeals shall lie against Class Counsel or the Administrator based on distributions made substantially in accordance with this Agreement, the Distribution Protocol, or with any other order or judgment of the Court.
- 13.12 If the Escrow Account is in a positive balance (whether by reason of tax refunds, un-cashed cheques or otherwise) after one hundred eighty (180) days from the date of distribution of the net Escrow Settlement Amount to the Authorized Claimants, the Administrator shall, if feasible, allocate such balance among Class Members with valid claims in an equitable and

economic fashion. Any balance which still remains thereafter shall be allocated to the Ontario Securities Commission for use in accordance with the purposes set out in section 3.4(2)(b) of the O.S.A.

- 13.13 Upon conclusion of the administration, the Administrator shall, through Class Counsel, provide an accounting to the Parties for all payments made from the Escrow Account

SECTION 14- THE FEE AGREEMENT AND CLASS COUNSEL FEES

Motion for Approval of Class Counsel Fees

- 14.1 At the Approval Hearing, Class Counsel may seek the approval of Class Counsel Fees to be paid as a first charge on the Settlement Amount.
- 14.2 The Settling Defendants acknowledge that they are not parties to the motion concerning the approval of Class Counsel Fees, they will have no involvement in the approval process to determine the amount of Class Counsel Fees and they will not take any position or make any submissions to the Court concerning Class Counsel Fees, except as requested and required by the Court. Subject to the foregoing, the Plaintiff will provide the Settling Defendants with notice of the motion to approve Class Counsel Fees and copies of the materials filed with the Court; and, the Settling Defendants and their counsel are entitled to attend any motion for approval of Class Counsel Fees.
- 14.3 The procedure for, and the allowance or disallowance by the Court of any requests for Class Counsel Fees to be paid out of the Settlement Amount are not part of the Settlement provided for herein, and are to be considered by the Court separately from its consideration of the fairness, reasonableness, and adequacy of the Settlement provided for herein.
- 14.4 Any order or proceeding relating to Class Counsel Fees, or any appeal from any order relating thereto or reversal or modification thereof, shall not operate to terminate or cancel this

Agreement or affect or delay the finality of the Approval Order and the Settlement of this Action provided herein.

Payment of Class Counsel Fees

14.5 In accordance with Section 6.1(a) herein, on or after the Effective Date the Administrator shall pay from the Escrow Account to Class Counsel in trust the Class Counsel Fees approved by the Court.

SECTION 15- MISCELLANEOUS

Motions for Directions

15.1 Any one or more of the Parties, Class Counsel or the Administrator may apply to the Court for directions in respect of any matter in relation to this Agreement.

15.2 All motions contemplated by this Agreement shall be on notice to the Parties.

Settling Defendants Have No Responsibility or Liability for Administration

15.3 Except for the obligations in respect of the performance of the obligations under Section 4.1, the Settling Defendants shall have no responsibility for and no liability whatsoever with respect to the implementation of this Agreement and the Distribution Protocol, including, without limitation, the processing and payment of claims by the Administrator.

Headings, etc.

15.4 In this Agreement:

- (a) the division of this Agreement into sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement;
- (b) the terms "the Agreement", "this Agreement", "herein", "hereto" and similar expressions refer to this Agreement and not to any particular section or other portion of the Agreement;

- (c) all amounts referred to are in lawful money of Canada, and
- (d) "person" means any legal entity including, but not limited to, individuals, corporations, sole proprietorships, general or limited partnerships, limited liability partnerships or limited liability companies, by whatever name in the jurisdiction in which the person is domiciled.

15.5 In the computation of time in this Agreement, except where a contrary intention appears:

- (a) where there is a reference to a number of days between two events, they shall be counted by excluding the day on which the first event happens and including the day on which the second event happens, including all calendar days; and
- (b) only in the case where the time for doing an act expires on a holiday, the act may be done on the next day that is not a holiday.

Governing Law

15.6 This Agreement shall be governed by and construed and interpreted in accordance with the laws of the Province of Ontario.

15.7 The Parties agree that the Court shall retain exclusive and continuing jurisdiction over this Proceeding, the Parties and Class Members to interpret and enforce the terms, conditions and obligations under this Agreement and the Approval Order.

Severability

15.8 Any provision hereof that is held to be inoperative, unenforceable or invalid in any jurisdiction shall, upon the agreement of all of the Parties, be severable from the remaining provisions which shall continue to be valid and enforceable to the fullest extent permitted by law.

Entire Agreement

15.9 This Agreement and the Collateral Agreement constitute the entire agreement among the Parties and supersedes all prior and contemporaneous understandings, undertakings, negotiations, representations, promises, agreements, agreements in principle and memoranda of understanding in connection herewith. None of the Parties will be bound by any prior obligations, conditions or representations with respect to the subject matter of this Agreement and the Collateral Agreement, unless expressly incorporated herein. This Agreement may not be modified or amended except in writing and on consent of all Parties and any such modification or amendment must be approved by the Court.

Binding Effect

15.10 If the Settlement is approved by the Court and becomes final as contemplated in Section 10, this Agreement shall be binding upon, and enure to the benefit of, the Plaintiff, the Class Members, the Settling Defendants, Class Counsel, the Releasees and the Releasers, the insurer(s), or, any of them, and all of their respective heirs, executors, predecessors, successors and assigns. Without limiting the generality of the foregoing, each and every covenant and agreement made herein by the Plaintiff and the Settling Defendants shall be binding upon all Releasers and Releasees, as applicable.

Survival

15.11 The representations and warranties contained in this Agreement shall survive its execution and implementation.

Negotiated Agreement

15.12 This Agreement and the underlying settlement have been the subject of arm's length negotiations and many discussions among the undersigned and counsel. Each of the undersigned 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 drafters of this Agreement shall have no force and effect. The Parties further agree that the language contained in or not contained in previous drafts of the Agreement, or any agreement in principle, shall have no bearing upon the proper interpretation of this Agreement.

Recitals

15.13 The recitals to this Agreement are true, constitute material and integral parts hereof and are fully incorporated into, and form part of, this Agreement.

Acknowledgements

15.14 Each Party hereby affirms and acknowledges that:

- (a) its signatory has the authority to bind the Party for which it is signing with respect to the matters set forth herein and has reviewed this Agreement; and
- (b) the terms of this Agreement and the effects thereof have been fully explained to it by his or its counsel;
- (c) he, she or its representative fully understands each term of this Agreement and its effect.

Counterparts

15.15 This Agreement may be executed in counterparts, all of which taken together will be deemed to constitute one and the same agreement, and a signature delivered by email or facsimile shall be deemed an original signature for purposes of executing this Agreement.

Confidentiality and Communications

15.16 In any public discussion of, comment on, press release or other communication of any kind (with the media or otherwise) about this Agreement, the Plaintiff and Class Counsel agree and

undertake to describe the Settlement and the terms of this Agreement as fair, reasonable and in the best interests of the Class.

- 15.17 Nothing in this Section shall prevent the Parties or their counsel, or any of them, from reporting to their clients, from complying with any order of the Court, or from making any disclosure or comment required by this Agreement, or from making any necessary disclosure or comment for the purposes of any applicable securities or tax legislation or from making any disclosure or comment to Class Members or the Court or for the purposes of any proceedings as between the Defendants.
- 15.18 Without limiting the generality of the foregoing, the Parties specifically agree that the Parties will not make any public statements, comment or any communication of any kind about any negotiations or information exchanged as part of the settlement process, unless required to do so by law. For greater certainty In addition, to the extent that there is public discussion of, comment on or communication of any kind about this Agreement, the Parties and their counsel agree and undertake to make no statement or comment that the Agreement is other than fair, reasonable and in the best interests of the Class, unless required to do so by law.

Notice

- 15.19 Any notice, instruction, motion for Court approval or motion for directions or Court orders sought in connection with this Agreement or any other report or document to be given by any party to any other party shall be in writing and delivered personally, by facsimile or e-mail during normal business hours, or sent by registered or certified mail, or courier postage paid:

For Austin Partridge

Michael Robb
Nicholas Baker
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Telephone: (519) 660-7868
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For Michael Lam, G. Michael Newman, Brian J. Knebel and Francesco Galati

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For Schwartz Levitsky Feldman LLP


Frank Bowman
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Suite 400
Toronto, ON M5K 0A1

Telephone: (416) 863-4550
Email: deepshikha.dutt@dentons.com

Date of Execution

13.20 The Parties have executed this Settlement Agreement as of the date on the cover page.

		<i>Nicholas Baker</i>
Date <i>27/03/18</i>		Siskinds LLP on their own behalf, as Class Counsel and as counsel for the Plaintiff

March 27, 2018		A 3, le
Date		Gowling WLG (Canada) LLP as counsel for the Settling Defendants, G. Michael Newman, Brian J. Knebel, Francesco Galati and Michael Lam
		
Date		Dentons Canada LLP as counsel for the Settling Defendant, Schwartz Levitsky Feldman LLP
March 29/18		

APPENDIX "A"

**ONTARIO
SUPERIOR COURT OF JUSTICE**

THE HONOURABLE) _____, THE _____
JUSTICE E. P. BELOBABA)
DAY OF _____, 2018

BETWEEN:

AUSTIN A. PARTRIDGE

Plaintiff

- and -

GREENSTAR AGRICULTURAL CORPORATION
(f.k.a CHINA GREEN STAR AGRICULTURAL CORPORATION)
GUAN LIANYUN, MICHAEL LAM (a.k.a LIM WEN KAI LAM MOON CHIONG),
G. MICHAEL NEWMAN, BRIAN J. KNEBEL, FRANCESCO GALATI,
and SCHWARTZ LEVITSKY FELDMAN LLP

Defendants

Proceeding under the *Class Proceedings Act, 1992*

**ORDER
(CONSENT CERTIFICATION AND NOTICE OF SETTLEMENT)**

THIS MOTION, made by the Plaintiff for, *inter alia*, an Order that the within proceeding be certified as a class proceeding as against G. Michael Newman, Brian J. Knebel, Francesco Galati, Michael Lam and Schwartz Levitsky Feldman LLP (collectively, "**Settling Defendants**") and GreenStar Agricultural Corporation and Guan Lianyun, for settlement purposes only, fixing the date of a settlement approval motion, and approving the form, content and method of dissemination of notices of certification and settlement approval hearing, was heard this day at Osgoode Hall, 130 Queen Street West, Toronto, ON.

ON READING the materials filed, including the Settlement Agreement, dated March 21, 2018, attached hereto as **Schedule "A"** ("**Settlement Agreement**") and on hearing the submissions of Counsel for the Plaintiff and Counsel for the Settling Defendants;

ON BEING ADVISED that the Settling Defendants consent to this Order;

AND ON BEING ADVISED that GreenStar Agricultural Corporation and Guan Lianyun were noted in default, under R. 19.01(1) of the *Rules of Civil Procedure*, RRO 1990 Reg 194, on July 23, 2015 and August 26, 2015 respectively; and, have not since sought to appear in the Action;

1. **THIS COURT DECLARES** that except as otherwise stated, this Order incorporates and adopts the definitions set out in the Settlement Agreement.
2. **THIS COURT ORDERS** that the Action is certified as a class proceeding as against the Settling Defendants, GreenStar and Guan for the purpose of settlement only, pursuant to the *Class Proceedings Act, 1992*, SO 1992 c 6 ("**CPA**"), ss. 2 and 5, but subject to the terms of the Settlement Agreement, including ss. 8.2 and 9 thereof.
3. **THIS COURT ORDERS** that the class certified for the purpose of settlement with the Settling Defendants, GreenStar and Guan is the Class, defined as:

All persons and entities, other than Excluded Persons and Opt-Out Parties, wherever they may reside or be domiciled, who acquired securities of GreenStar during the period from and including May 31, 2011 to and including the cessation of trading in GreenStar common shares on June 3, 2014.

4. **THIS COURT ORDERS** that Austin Partridge is appointed as the Representative Plaintiff for the Class.

5. **THIS COURT ORDERS** that the following issue is common to the Class as against GreenStar, Guan and the Settling Defendants except for SLF:

Did one or more of GreenStar's Class Period disclosure documents or other public oral statements contain one or more misrepresentations and/or omissions within the meaning of the *Securities Act*, RSO 1990, c. B-16, as amended ("**OSA**"), or at common law?

6. **THIS COURT ORDERS** that the following issue is common to the Class as against the Settling Defendant SLF:

Did SLF's Independent Auditor's Report included with the Consolidated Financial Statements of GreenStar for the years ended December 31, 2012 and 2011 contain a misrepresentation within the meaning of the *OSA*?

7. **THIS COURT ORDERS** that any Class Member who wishes to validly exclude him, her or itself from this Action, must do so by submitting to Class Counsel an Opt-Out Election received on or before 5:00 PM EDT on ~~insert date that is 60 days after date set for First Notice~~ ~~publication on Class Counsel's website~~ (the "**Opt-Out Deadline**"). An Opt-Out Election may be electronic and shall consist of: (a) a statement of intention to opt out of the Action, by the Class Member or a person authorized to bind the Class Member; (b) a listing of all purchases and sales of GreenStar securities between May 31, 2011 and June 3, 2014, (c) supporting documents to evidence such transactions, in the form of trade confirmations, brokerage

statements, other transaction records or suitable alternative documentation; and (d) contact information for the Class Member, including name, address, telephone number and email address.

8. **THIS COURT ORDERS** that any person who would otherwise be a Class Member who validly excludes him, her or itself from this Action, in accordance with paragraph seven (7) of this Order, is not bound by the Settlement Agreement and shall no longer participate or have the opportunity in the future to participate in this Action.
9. **THIS COURT ORDERS** that any person who is a member of the Class and who does not validly exclude him, her or itself from this Action in accordance with paragraph seven (7) of this Order on or prior to the Opt-Out Deadline will be bound by the Settlement Agreement, including the releases contained therein, if and when it becomes effective, and may not exclude him, her or itself from this Action in the future.
10. **THIS COURT ORDERS** that, by no later than ~~insert date that is 5 days after Opt-Out Deadline~~, Class Counsel shall:
 - (a) report to the Court and the Parties the number of Eligible Shares held by each Opt-Out Party and the total number of Eligible Shares held by all Opt-Out Parties; and
 - (b) provide to the Defendants copies of the Opt-Out Elections submitted by Opt-Out Parties.
11. **THIS COURT ORDERS** that the First Notice is hereby approved in substantially the forms attached hereto as **Schedule "B"**.

12. **THIS COURT ORDERS** that Part 1 of the Plan of Notice attached hereto as **Schedule "C"** is hereby approved for the purposes of the publication and dissemination of the First Notice.
13. **THIS COURT ORDERS** that the First Notice shall be published in accordance with the Settlement Agreement and Part 1 of the Plan of Notice as soon as is practicable and not later than ~~[insert date]~~.
14. **THIS COURT ORDERS** that the hearing of the Approval Motion and the Representative Plaintiff's motion for approval of Class Counsel Fees shall take place at 10:00 AM, EDT, on ~~[insert date]~~, at Osgoode Hall, 130 Queen Street West, Toronto, ON.
15. **THIS COURT ORDERS** that:
 - (a) the Representative Plaintiff shall, by no later than 4:00 PM, EDT, on ~~[insert date]~~, file with the Court and post to the website of Class Counsel his:
 - (i) notice of motion for the Approval Order, together with supporting materials; and
 - (ii) notice of motion for the approval of Class Counsel Fees, together with supporting materials; and,
 - (b) the Defendants, if they wish to respond, shall, by no later than 4:00 PM, EDT, on ~~[insert date]~~, file with the Court their materials responding to the Representative Plaintiff's motion for the Approval Order.
16. **THIS COURT ORDERS** that Class Members who wish to file with the Court an objection or comment on the Settlement or the request for approval of Class Counsel Fees shall deliver a

written statement to Class Counsel, at the address indicated in the First Notice, no later than
[insert date that is 5 business days before Approval Motion]

17. **THIS COURT ORDERS** that the time for service and filing of the motion materials is abridged.

THE HONOURABLE JUSTICE E. P. BELOBABA

PARTRIDGE
Plaintiff

v GREENSTAR AGRICULTURAL
CORPORATION, et al
Defendants

Court File No.: CV-14-514504-00CP

**ONTARIO
SUPERIOR COURT OF JUSTICE**

Proceeding commenced at Toronto

Proceeding under the *Class Proceedings Act, 1992*

ORDER

Siskinds LLP
Barristers & Solicitors
680 Waterloo Street
P.O. Box 2520
London, ON N6A 3V8

Nicholas C. Baker (LSO #: 59642T)
Tel: 519-660-7868
Fax: 519-660-7869

Lawyers for the Plaintiff

APPENDIX "B"

GREENSTAR AGRICULTURAL CORPORATION SECURITIES LITIGATION

NOTICE OF CERTIFICATION FOR SETTLEMENT PURPOSES AND SETTLEMENT APPROVAL HEARING

Read this notice carefully as it may affect your legal rights

Who this Notice is For

This notice is directed to everyone who acquired securities of GreenStar Agricultural Corporation, ["GreenStar", TSXV Delisted: GRE, CUSIP: 39573T101, ISIN: CA 39573T1012] from and including May 31, 2011 to and including the cessation of trading in GreenStar common shares on June 3, 2014 ("Class Period").

What the Action is About

On October 20, 2014, an action was commenced in the Ontario Superior Court of Justice (Toronto Region) against GreenStar, certain of its former directors and executive officers and its former auditor. The Plaintiff alleges that certain disclosure documents released by GreenStar on and after May 30, 2012, including a private placement agreement, were materially misleading (the "Action").

Class Certification to give effect to Settlement

The Plaintiff has entered into a settlement with G. Michael Newman, Brian J. Knebel, Francesco Galati, Michael Lam and Schwartz Levitsky Feldman LLP ("Settling Defendants" and "Settlement"). The Settlement is described below.

On [insert date], 2018, the Court certified the Action as a class proceeding for settlement purposes only. Certification against the Settling Defendants was obtained with their consent, but is conditional upon the Court's approval of the Settlement. The Settling Defendants do not admit any wrongdoing or liability.

Certification was also granted against GreenStar and its former director and Chief Executive Officer, Guan Lianyun. Neither GreenStar nor Mr. Guan have responded to the Action.

In granting certification, the Court appointed Siskinds LLP as Class Counsel and defined the Class or Class Members as follows:

All persons and entities
wherever they may reside or be

domiciled, other than Excluded Persons and Opt-Out Parties, who acquired securities of GreenStar during the period from and including May 31, 2011 to and including the cessation of trading in GreenStar common shares on June 3, 2014.*

*The terms "Excluded Persons" and "Opt-Out Parties" are defined in the Settlement Agreement dated March 21, 2018 which can be found on the website of Siskinds LLP ("Class Counsel's Website").

The Terms of the Settlement

The Settlement provides that \$500,000.00 (the "Settlement Amount"), will be paid for the benefit of the Class Members, before deductions for legal fees and expenses to administer the Settlement.

The Settlement is a compromise of disputed claims and is not an admission of liability, wrongdoing or fault on the part of any of the Settling Defendants, all of whom have denied and continue to deny the allegations made against them in the Action.

The certification of the Action is conditional and will be of no force or effect if the Court does not approve the Settlement or if the Settling Defendants terminate the Settlement Agreement.*

*Settling Defendants may terminate the Settlement Agreement if Class Members holding a certain number of Eligible Shares (which term is defined in the Settlement Agreement dated March 21, 2018) exclude themselves from the Class (a process known as "opting-out"), described further below.

The Plaintiff and Class Counsel recommend the Settlement of the Action to Class Members. In reaching the Settlement, Class Counsel considered the facts and law applicable to the issues in the Action; and, particularly the following:

- Extensive factual material made available to Class Counsel on a without prejudice (confidential) basis solely for the purposes of settlement discussions;
- The risk that Mr. Guan did not disclose to the Settling Defendants material information related to GreenStar's indebtedness and cash balances;
- The Settling Defendants' potential proportionate liability, in light of:
 - the possibility of the aforementioned facts proving true;
 - allegations of fact made by Staff of the OSC against GreenStar and Mr. Guan by Staff of the Ontario Securities Commission ("OSC") in a related enforcement proceeding commenced on March 11, 2015; and
 - findings of fact made by the OSC in the related enforcement proceeding;
- Legal limitations on the value of certain claims that could be advanced against the Settling Defendants;
- That the contribution to the Settlement Amount made by the Settling Defendants, G. Michael Newman, Brian J. Knebel, Francesco Galati and Michael Lam, represents a multiple of their estimated collective statutory liability limits, which limits are set out in Part XXIII.1 of the *Ontario Securities Act*, RSO 1990, c. S. 5, as amended;
- The potential risk of no recovery by continuing the Action solely against GreenStar and Mr. Guan, in light of the following:
 - the challenges of obtaining evidence from and enforcing a judgment in the People's Republic of China;
 - evidence tending to show GreenStar and Mr. Guan have little or potentially no recoverable assets in Canada or China;
 - the potential inability of the Plaintiff to make a direct claim against liability insurance GreenStar and Mr. Guan had; and
 - the potential contractual defences available to GreenStar's and Mr. Guan's liability insurer, which may entitle it to deny coverage for the claims in the Action against GreenStar and Mr. Guan.

A more complete explanation of the Settlement and why the Plaintiff and Class Counsel recommend the

Settlement will be provided to the Court and made publicly available on Class Counsel's Website.

Class Counsel's Website currently contains information, including a copy of the Settlement Agreement, a copy of the Court's order certifying the Action and a summary of the reasons why Class Counsel believe the Settlement is fair, reasonable and in the best interests of the Class.

The materials Class Counsel will file with the Court for the purposes of seeking approval of the Settlement and the proposed methodology for distributing the Settlement Funds ("**Distribution Protocol**") will be posted on Class Counsel's Website no later than [insert date]. Class Members are encouraged to review the proposed Distribution Protocol and its accompanying guide.

Participating in the Settlement or Excluding Yourself from the Class Action and the Settlement

If you are a Class Member, you will be bound by the terms of the Settlement once approved unless you opt out of the Action.

Class Members who do not opt out will i) be entitled to participate in the Settlement; ii) be bound by the terms of the Settlement; and, iii) will not be permitted to bring other legal proceedings in relation to the matters alleged in the Action against the Defendants, or any person released by the approved Settlement.

Conversely, if you are a Class Member who opts out of the Action (an "Opt-Out Party"), you will not be able to make a claim to receive compensation from the Settlement Amount but will maintain the right to pursue your own claim against the Defendants relating to the matters alleged in the Action.

If you are a Class Member and wish to opt out, you must submit an election to do so, together with required supporting documentation or suitable alternative documentation ("**Opt-Out Election**"), to Class Counsel.

A list of the information needed to submit a valid Opt-Out Election can be obtained from Class Counsel's Website.

Class Counsel must receive your Opt-Out Election no later than 5:00 pm EDT on [insert date] ("**Opt-Out Deadline**"). Opt-Out Elections may be sent electronically or by mail or courier to:

Nicholas Baker
Siskinds LLP
680 Waterloo Street

London, ON N6A 3V4
Tel: 1.800.461.6166 ext. 7868 (toll free)
Email: nicholas.baker@siskinds.com

An Opt-Out Election that does not contain all of the required information or suitable alternative documentation will not be valid, which means that you will be bound by the Settlement Agreement, if it is approved.

Next Step - Settlement Approval Hearing will be held in Toronto, Ontario

The Settlement must be approved by the Court before the Settlement can come into force and effect and before Class Members can make a claim for compensation.

The hearing for the Court's approval of the Settlement ("Approval Hearing") is open to the public and Class Members may, but are not required to, attend. The Approval Hearing will be held on [insert date], 10:00 am, at the courthouse located at [insert address], Toronto, Ontario.

Class Counsel Fees and Disbursements

As is customary in class action litigation, Class Counsel undertook this litigation on a contingency fee basis, meaning that no legal fees have been paid as the matter has progressed, and that Class Counsel has funded the expenses necessary to advance the litigation. At the time of the Approval Hearing, Class Counsel will request that the Court approve its claim for legal fees under the contingency fee agreement with the Plaintiff, to be paid out of the Settlement Amount and not to exceed 25% of the Settlement Amount, plus HST, and up to \$[insert] in reimbursement for disbursements plus applicable taxes ("Class Counsel Fee").

Class Members May Object

Class Members who wish to comment on or object to the Settlement, the proposed Distribution Protocol and/or the proposed Class Counsel Fee request should do so in writing. All comments or objections should be received by Class Counsel (at the address listed below) no later than [insert date]. Class Counsel will file any and all such submissions with the Court. Class Members may attend the Approval Hearing whether or not an objection or comment was delivered. The Court may permit Class Members to participate in the Approval Hearing whether or not an objection was made.

A written objection should include:

- (i) the Class Member's name, address, telephone number, fax number (where applicable) and email address;
- (ii) the particulars of the Class Member's transactions in GreenStar securities during the Class Period;
- (iii) a brief statement outlining the objection to the Settlement, proposed Distribution Protocol or Class Counsel Fee, as may be the case; and
- (iv) a statement as to whether the objector intends to appear at the Approval Hearing in person or through a lawyer, and if through a lawyer, the name, address, telephone number, fax number, and email address of the lawyer.

Class Members who approve of or do not oppose the Settlement, the proposed Distribution Protocol and the proposed Class Counsel Fee request do not need to appear at the Approval Hearing or take any other action at this time.

For any further questions relating to the Action, further information, or to deliver a comment or objection please contact Class Counsel:

Nicholas Baker
Siskinds LLP
680 Waterloo Street
London, ON N6A 3V8
Tel: 1.800.461.6166 ext. 7868 (toll free)
Email: nicholas.baker@siskinds.com

*Publication of this notice was authorized by the
Ontario Superior Court of Justice*

APPENDIX "C"

****FOR IMMEDIATE RELEASE****

**GREENSTAR AGRICULTURAL CORPORATION SECURITIES LITIGATION
NOTICE OF CERTIFICATION FOR SETTLEMENT PURPOSES AND
SETTLEMENT APPROVAL HEARING**

Read this notice carefully as it may affect your legal rights

London, Ontario, [insert date], 2018

THE CLASS ACTION

On October 20, 2014, an action was commenced in the Ontario Superior Court of Justice (Toronto Region) against GreenStar Agricultural Corporation [TSXV Delisted: GRE, CUSIP: 39573T101, ISIN: CA 39573T1012], certain of its former directors and executive officers and its former auditor. The Plaintiff alleges that certain disclosure and offering documents released by GRE on and after May 30, 2012 were materially misleading. The Plaintiff alleges this resulted in damage to GRE shareholders who acquired GRE securities during the period from and including May 31, 2011 to and including the cessation of trading in GRE common shares on June 3, 2014 (the "Class Period", "Class Members" and the "Action").

CONSENT CERTIFICATION FOR SETTLEMENT PURPOSES

The Plaintiff has entered into a settlement with G. Michael Newman, Brian J. Knebel, Francesco Galati, Michael Lam and Schwartz Levitsky Feldman LLP ("Settling Defendants" and "Settlement"). On [insert date], 2018, the Ontario Superior Court of Justice ("Court") certified the Action as a class proceeding for settlement purposes. The Settlement provides for settlement funds of \$500,000.00 (CDN), to be paid for the benefit of the Class Members before deductions for legal fees and expenses to administer the Settlement. The Settlement is a compromise of disputed claims and is not an admission of liability, wrongdoing or fault on the part of the Settling Defendants, all of whom have denied and continue to deny the allegations made against them in the Action.

Certification of the Action was obtained with the consent of the Settling Defendants and is conditional upon the Court's approval of the Settlement. Certification was also granted against the Defendants, GRE and its former director and CEO, Guan Lianyun, who have not defended the Action. The Court will hear the Plaintiff's request for approval of the Settlement at a hearing to occur at [insert address], Toronto, Ontario, on [insert date] at 10 am.

Class Members' legal rights may be affected by the certification of the Action and/or the approval of the Settlement. The Settlement, if approved, will have the effect of ending the Action and releasing all Defendants, including GRE and Guan Lianyun, from claims made or that could have been made in the Action. It is strongly recommended that anyone who is or believes they may be a Class Member read the detailed long-form notice.

The detailed long-form notice explains, amongst other things:

- (a) considerations influencing the Settlement with the Settling Defendants;
- (b) the potential non-viability of continuing claims against GRE and Guan Lianyun;

- (c) that Class Members will be bound by the terms of the settlement and entitled to participate in it, if it is approved, unless they exclude themselves from the Action;
- (d) the steps that a Class Member must take to validly exclude him, her or itself from the Action and the Settlement;
- (e) that Class Members who make an election to "opt-out", in other words, exclude themselves from the Action, and provide the required information or suitable alternative documentation required to do so, will maintain the right to pursue their own claim(s) against the Defendants relating to the matters alleged in the Action;
- (f) that Class Members who do not exclude themselves from the Action may still object to the terms of the Settlement or otherwise provide comments, and the process for doing so.

OPTING OUT OF THE ACTION AND THE SETTLEMENT

Class Members who wish to opt-out the Action must do so by 5:00 pm EDT on [insert date that is 60 days after publication of long-form notice on Class Counsel's website] ("**Opt-Out Deadline**"). The procedure for doing so is set out in the detailed long-form notice and the information that should be submitted with an election to opt-out can be found on Class Counsel's website. Class Members who may wish to opt-out should note that if Class Counsel does not receive a properly supported opt-out election by the Opt-Out Deadline that such class member will be bound by the Settlement, if it is approved.

FOR MORE INFORMATION

For questions, including about the certification of the Action and the Settlement, Class Members' rights and the procedures for excluding themselves from the Action and the Settlement and/or for more information about any part of this notice, please consult the detailed long-form notice or contact Class Counsel at:

Siskinds LLP
680 Waterloo Street
London Ontario N6A 3V8
Nicholas Baker
Tel: 1-800-461-6166 x7868
nicholas.baker@siskinds.com

Publication of this notice was authorized by the Ontario Superior Court of Justice

APPENDIX "D"

ONTARIO
SUPERIOR COURT OF JUSTICE

THE HONOURABLE)
JUSTICE R. P. BELOBABA)
DAY OF _____, 2018

B E T W E E N:

AUSTIN A. PARTRIDGE

Plaintiff

- and -

GREENSTAR AGRICULTURAL CORPORATION
(f.k.a CHINA GREEN STAR AGRICULTURAL CORPORATION)
GUAN LIJANYUN, MICHAEL LAM (a.k.a LIM WEN KAI LAM MOON CHONG),
G. MICHAEL NEWMAN, BRIAN J. KNEBEL, FRANCESCO GALATI,
and SCHWARTZ LEVITSKY FELDMAN LLP

Defendants

Proceeding under the *Class Proceedings Act, 1992*

ORDER
(SETTLEMENT APPROVAL)

THIS MOTION, made by the Plaintiff for an Order approving: (i) the settlement reached between the Plaintiff and the Defendants, G. Michael Newman, Brian J. Knebel, Francesco Galati, Michael Lam and Schwartz Levitsky Feldman LLP (collectively, "**Settling Defendants**") on March 21, 2018; (ii) the proposed Distribution Protocol; and, (iii) the form, method of publication and dissemination of the Second Notice, was heard this day at Osgoode Hall, 130 Queen Street West, Toronto, ON.

ON READING the materials filed, including the Settlement Agreement, dated March 21, 2018, attached hereto as **Schedule "A"** ("**Settlement Agreement**") and on hearing the submissions of Class Counsel and Counsel for the Settling Defendants;

ON BEING ADVISED that the Settling Defendants consent to this Order;

AND ON BEING ADVISED that GreenStar Agricultural Corporation and Guan Lianyun were noted in default, under R. 19.01(1) of the *Rules of Civil Procedure*, RRO 1990 Reg 194, on July 23, 2015 and August 26, 2015 respectively; and, have not since sought to appear in the Action;

AND ON BEING ADVISED that Analytics Consulting LLC has consented to being appointed the Administrator for the administration of the Settlement;

1. **THIS COURT DECLARES** that except as otherwise stated, this Order incorporates and adopts the definitions set out in the Settlement Agreement.
2. **THIS COURT ORDERS** that the Settlement Agreement is fair, reasonable and in the best interests of the Class.
3. **THIS COURT ORDERS** that the Settlement Agreement is approved pursuant to section 29 of the *Class Proceedings Act, 1992*, SO 1992, c. 6.
4. **THIS COURT ORDERS** that all provisions of the Settlement Agreement (including the Recitals and Definitions) form part of this Order and are binding upon the Defendants in accordance with the terms thereof, and upon the Plaintiff and all Class Members that did not opt-out of the Action in accordance with the Order of the Ontario Superior Court of Justice dated [insert date], 2018, including those persons that are minors or mentally incapable.

5. **THIS COURT ORDERS** that in the event of a conflict between this Order and the Settlement Agreement, this Order shall prevail.
6. **THIS COURT ORDERS** that compliance with requirements of Rules 7.04(1) and 7.08(4) of the *Rules of Civil Procedure*, RRO 1990, Reg. 194 is hereby dispensed with.
7. **THIS COURT ORDERS** that the Settlement Agreement shall be implemented in accordance with its terms.
8. **THIS COURT ORDERS** that the Distribution Protocol, attached hereto as **Schedule "B"** is fair and appropriate.
9. **THIS COURT ORDERS** that the Distribution Protocol is approved and that the Escrow Settlement Amount shall be distributed in accordance with the Settlement Agreement; and, specifically, in order of the priorities set out in Section 6.1 of the Settlement Agreement.
10. **THIS COURT ORDERS** that Part 2 of the Plan of Notice, attached hereto as **Schedule "C"**, is hereby approved for the purpose of the publication and dissemination of the Second Notice.
11. **THIS COURT ORDERS** that the form and content of the Short Form Notice of Settlement attached hereto as **Schedule "D"** is hereby approved.
12. **THIS COURT ORDERS** that the form and content of the Long Form Notice of Settlement attached hereto as **Schedule "E"** is hereby approved.
13. **THIS COURT ORDERS** that the form and content of the General Instructions and Claim Form attached hereto as **Schedule "F"** is hereby approved.

14. **THIS COURT ORDERS** that the Plaintiff and the Settling Defendants may, on notice to the Court but without the need for further order of the Court, agree to reasonable extensions of time to carry out any provisions of the Settlement Agreement.
15. **THIS COURT ORDERS** that the Settling Defendants, G. Michael Newman, Brian J. Knebel, Francesco Galati and Michael Lam, shall, within ten (10) business days of the entry of this Order, deliver to the Administrator a list containing the names and mailing addresses of the non-objecting beneficial owners of GreenStar securities as at August 1, 2014.
16. **THIS COURT ORDERS** that, other than that which has been provided in Section 4.1 and 13.2 of the Settlement Agreement, Releasees have no responsibility for and no liability whatsoever with respect to the administration of the Settlement.
17. **THIS COURT ORDERS** that, upon the Effective Date, the Releasees under the Settlement Agreement shall release and discharge, and shall be conclusively deemed to have fully, finally and forever released and discharged the Releasees from the Released Claims in the Settlement Agreement.
18. **THIS COURT ORDERS** that, upon the Effective Date, the Releasees and Class Counsel shall not now or hereafter institute, continue, maintain or assert, either directly or indirectly, whether in Ontario or elsewhere, on their own behalf or on behalf of any class or any other person, any action, suit, cause of action, claim or demand against any of the Releasees or any other person who may claim contribution or indemnity from any of the Releasees in respect of any Released Claim.
19. **THIS COURT ORDERS** that in the event that the Settlement Agreement is terminated in accordance with its terms, this Order shall be declared null and void.

20. **THIS COURT ORDERS** that, upon the Effective Date, the Action shall be dismissed against all Defendants with prejudice and without costs.

THE HONOURABLE JUSTICE E. P. BELOBABA

PARTRIDGE
Plaintiff

v

GREENSLAR AGRICULTURAL
CORPORATION, et al
Defendants

Court File No.: CV-14-514504-00CP

**ONTARIO
SUPERIOR COURT OF JUSTICE**

Proceeding commenced at Toronto

Proceeding under the *Class Proceedings Act, 1992*

ORDER

Siskinds LLP

Barristers & Solicitors
680 Waterloo Street
P.O. Box 2520
London, ON N6A 3V8

Nicholas C. Baker (LSO #: 59642T)

Tel: 519-660-7868

Fax: 519-660-7869

Lawyers for the Plaintiff

APPENDIX "E"

**NOTICE OF SETTLEMENT APPROVAL
IN THE
GREENSTAR AGRICULTURAL CORPORATION SECURITIES LITIGATION**

This notice is directed to everyone who acquired securities of GreenStar Agricultural Corporation, [TSXV Delisted: GRE, CUSIP: 39573T101, ISIN: CA 39573T1012] from and including May 31, 2011 to and including the cessation of trading in GRE common shares on June 3, 2014 ("Class Period").

READ THIS NOTICE CAREFULLY AS IT MAY AFFECT YOUR LEGAL RIGHTS

Court Approval of Class Action Settlement

On October 20, 2014, an action styled *Partridge v GreenStar Agricultural Corporation, et al.* was commenced in the Ontario Superior Court of Justice (Toronto Region) ("Court") against GreenStar Agricultural Corporation [TSXV Delisted: GRE, CUSIP: 39573T101, ISIN: CA 39573T1012], certain of its former directors and executive officers and its former auditor. The Plaintiff alleged that certain disclosure and offering documents released by GRE on and after May 30, 2012 were materially misleading. The Plaintiff alleged this resulted in damage to GRE shareholders who acquired GRE securities during the Class Period (the "Class Members" and the "Action").

The claims being pursued in the Action were claims for damages for losses allegedly suffered as a result of GRE's alleged misleading disclosures. The Plaintiff claimed the Defendants had liability for those losses.

On [Insert Date], the Plaintiff and G. Michael Newman, Brian J. Knebel, Francesco Galati, Michael Lam and Schwartz Levitsky Feldman LLP ("Settling Defendants") entered into a settlement of the Action ("Settlement"). The Settlement resolves the Action entirely, including as against GRE and its director and CEO, Guan Lianyun, who did not defend the Action.

The Settlement provides for settlement funds of \$500,000.00 (CDN) ("Settlement Amount"), to be paid for the benefit of the Class Members before deductions for legal fees and expenses to administer the Settlement.

The Settlement is a compromise of disputed claims and is not an admission of liability, wrongdoing or fault on the part of the Settling Defendants, all of whom have denied and continue to deny the allegations made against them in the Action.

On [Insert Date], the Court certified the Action as a class proceeding for settlement purposes only. Certification against the Settling Defendants was obtained with their consent. Certification was also granted against GRE and Guan Lianyun. On [Insert Date], the Court approved the Settlement and ordered that it be implemented in accordance with its terms.

The Court awarded Siskinds LLP ("Class Counsel") legal fees, expenses and applicable taxes in the amount of \$[Insert] ("Class Counsel Fees"). As is customary in such cases, Class Counsel conducted the Action on a contingent fee basis. Class Counsel was not paid as the matter proceeded and funded the expenses of conducting the litigation. The amount awarded for Class Counsel Fees includes \$[Insert] for the reimbursement of amounts spent by Class Counsel in the conduct of the Action.

Expenses incurred or payable relating to approval, notification, implementation and administration of the Settlement ("**Administration Expenses**") will also be paid from the Settlement Amount before it is distributed to eligible Class Members.

Administrator

The Court has appointed Analytics Consulting LLC as the Administrator of the Settlement. The Administrator will, among other things: (i) receive and process claims; (ii) make determinations of each Class Member's eligibility for compensation pursuant to the Court approved Distribution Protocol; (iii) communicate with Class Members regarding their eligibility for compensation; and (iv) manage and distribute the net Settlement Amount. The Administrator can be contacted at:

GreenStar Securities Settlement
c/o Analytics Consulting LLC
P.O. Box [insert]
Chanhassen, Minnesota 55317-[insert]
USA

Website: [insert address of case dedicated site]
Email: info@[insert email address].com

The Administrator's website contains an online claims portal which Class Members are encouraged to use for filing claims. The Administrator's website also contains the Court's Orders; the Settlement Agreement; the Distribution Protocol; the Guide to the Distribution Protocol; the General Instructions and a paper Claim Form should Class Members wish to file a paper claim.

Class Members' Entitlement to Compensation

Class Members may be eligible for compensation pursuant to the Settlement if they timely submit a completed claim, including required supporting documentation, with the Administrator.

To be eligible for compensation under the Settlement, Class Members must submit their Claim electronically or, if submitting a paper Claim Form, postmarked no later than [insert date] ("**Claims Bar Deadline**").

Only Class Members are permitted to participate in the Settlement. In particular, the following persons are not permitted to participate in the Settlement: (i) "Excluded Persons", which are defined in the Settlement Agreement; and, (ii) persons who have previously opted out of the Action pursuant to the order of the Court dated [insert], 2018.

The Settlement Amount, after deduction of Class Counsel Fees and Administration Expenses ("**Net Settlement Amount**"), will be distributed to Class Members in accordance with the Court approved Distribution Protocol.

A Class Member who makes a timely valid claim may receive a portion of the Net Settlement Amount under the Court approved Distribution Protocol, depending on a number of factors, including: (i) when the Class Member acquired GRE securities during the Class Period; and, (ii) whether the Class Member held those securities through one or more of April 28, 2014, May 21, 2014 and June 3, 2014.

If the Net Settlement Amount remains in a positive balance after one hundred and eighty (180) days from the date of distribution of it to Class Members with valid claims, the Administrator shall, if feasible, allocate such balance among Class Members with valid claims in an equitable and economic fashion. Any balance which still remains thereafter shall be allocated to the Ontario Securities Commission for use in accordance with the purposes set out in section 3.4(2)(b) of the Ontario *Securities Act*.

Copies of Important Documents

Copies of the Court's Orders, the Settlement Agreement, the Distribution Protocol and its accompanying guide may be found on the websites of the Administrator and Class Counsel, and copies may also be obtained by contacting Class Counsel at the contact information provided below.

Class Counsel

The law firm of Siskinds LLP is Class Counsel. Inquiries may be directed to:

<p>Siskinds LLP Nicholas Baker 680 Waterloo Street London Ontario N6A 3V8 Tel: 1-800-461-6166 x 7868 nicholas.baker@siskinds.com www.siskinds.com and www.classaction.ca</p>

Interpretation

If there is a conflict between: (a) the content of this notice and the Settlement Agreement; or, (b) the Distribution Protocol; or, (c) the content of this notice and the Court's order approving the Settlement; the terms of the Settlement Agreement or, the Distribution Protocol or, the Court's order approving the Settlement, whichever is applicable, will prevail.

PLEASE DO NOT CONTACT THE COURT WITH INQUIRIES ABOUT THE CLASS ACTION OR THE SETTLEMENT. All inquiries should be directed to Class Counsel.

DISTRIBUTION OF THIS NOTICE HAS BEEN AUTHORIZED
BY THE ONTARIO SUPERIOR COURT OF JUSTICE

APPENDIX "F"

****FOR IMMEDIATE RELEASE****

**NOTICE OF SETTLEMENT APPROVAL
GREENSTAR AGRICULTURAL SECURITIES CLASS ACTION**

**IF YOU ACQUIRED SECURITIES OF GREENSTAR AGRICULTURAL
CORPORATION BETWEEN MAY 31, 2011 AND JUNE 3, 2014,**

Read this notice carefully as it may affect your legal rights

London, Ontario, [insert date]

On October 20, 2014, an action styled *Partridge v GreenStar Agricultural Corporation, et al.* was commenced in the Ontario Superior Court of Justice (Toronto Region) against GreenStar Agricultural Corporation [TSXV Delisted: **GRE**, CUSIP: 395731101, ISIN: CA 3957311012], certain of its former directors and executive officers and its former auditor. The Plaintiff alleged that certain disclosure and offering documents released by GRE on and after May 30, 2012 were materially misleading. The Plaintiff alleged this resulted in damage to GRE shareholders who acquired GRE securities during the period from and including May 31, 2011 to and including the cessation of trading in GRE common shares on June 3, 2014 (the "Class Period", "Class Members" and the "Action").

A settlement of the Action with G. Michael Newman, Brian J. Knebel, Francesco Galati, Michael Lam and Schwartz Levitsky Feldman LLP ("**Settling Defendants**" and "**Settlement**") has been approved by the Court (the "**Settlement**"). The Settlement resolves the Action entirely, including as against GRE and its director and CEO, Guan Lianyun, who did not defend the Action. The Settlement provides for settlement funds of \$500,000.00 (CDN), to be paid for the benefit of the Class Members before deductions for legal fees and expenses to administer the Settlement. The Settlement is a compromise of disputed claims and is not an admission of liability, wrongdoing or fault on the part of the Settling Defendants, all of whom have denied and continue to deny the allegations made against them in the Action.

If you acquired GRE common shares during the Class Period, you may be eligible for compensation. In order to recover any such compensation, you must submit an electronic or paper claim to Analytics Consulting LLC no later than [insert].

NOTE: If you do not timely submit a claim, you will not be entitled to any compensation; and, unless you have previously opted out, you will not be entitled to pursue any other action in respect of those claims.

For more information about the Settlement, your rights and how to exercise them, including how to make a claim, please contact the Claims Administrator at:

Website: [insert address of case dedicated site]
Email: info@[insert email address].com

GreenStar Securities Settlement

c/o Analytics Consulting I.J.C.

P.O. Box [insert]

Chanhassen, Minnesota 55317-[insert]

USA

For more information about the Settlement please also consult the ~~long form notice~~ or contact Class Counsel at:

Siskinds LLP

Nicholas Baker

680 Waterloo Street

London Ontario N6A 3V8

Tel: 1-800-461-6166 x7868

nicholas.baker@siskinds.com

www.siskinds.com and www.classaction.ca

APPENDIX "G"

PLAN OF NOTICE

Capitalized terms used in this Plan of Notice have the meanings given to them in the Settlement Agreement dated March 21, 2018.

PART 1 - FIRST NOTICE

Subject to such alternative or additional direction by the Court, the manner of disseminating the First Notice (Notice of Certification and Notice of Court Hearing for Settlement Approval) will consist of a combination of direct individual notice to Class Members an indirect digital publication and a press release.

Direct Individual Long-Form Notice, from Class Counsel

The long form First Notice ("**First Long-Form**") will be mailed, electronically or physically, the latter as may be required, to those persons and entities who have previously contacted Class Counsel for the purposes of receiving notice of developments in the Action. It is expected that approximately 20% will be French speaking and this will be accounted for appropriately through translation of the First Long-Form.

Digital Publication of Long-Form Notice

Electronic publication of the First Long-Form will occur in both the English and French languages. The publication will occur on Class Counsel's website: <http://www.siskinds.com/greenstar-agricultural-corporation-2/> from which the public will also be able to obtain information about opt-out rights and procedures, copies of the Settlement Agreement, a copy of the Court's order certifying the Action, a copy of the proposed Distribution Protocol and its accompanying guide; and, a summary of the reasons why Class Counsel believe the Settlement is fair, reasonable and in the best interests of the Class.

From its website, Class Counsel shall make a toll free number and email address available to the public that will enable Class Members to contact Class Counsel in order that they may:

- (a) obtain more information about opt-out rights and procedures;
- (b) obtain more information about the Settlement, the proposed Distribution Protocol and/or Class Counsel Fees;
- (c) obtain more information about how to object to the Settlement, the proposed Distribution Protocol and/or Class Counsel Fees; and/or
- (d) request that a copy of the Settlement Agreement or other document posted to Class Counsel's website be electronically or physically mailed to them.

In addition, from Class Counsel's website, the public may view and download copies of the materials Class Counsel will file with the Court for the purposes of seeking approval of the Settlement.

Digital Publication of Short-Form Notice

Electronic publication of the short form First Notice ("**First Short-Form**") will occur in both the English and French languages (with necessary formatting modifications) across Canada Newswire (a

major business newswire in Canada, "CNW"). It is expected that, through CNW, the First Short-Form be disseminated to all major digital, print and broadcast news outlets across Canada, plus all local newspapers in smaller urban and rural markets and to specialized business media subscribers.

PART 2 – SECOND NOTICE

Subject to such alternative or additional direction by the Court, the manner of disseminating the Second Notice (Notice of Settlement Approval) will consist of a combination of direct individual notice to Class Members and indirect digital publication.

Direct Individual Long-Form Notice

Within thirty (30) days of the date of the Approval Order, the Administrator and Class Counsel will send the long form Second Notice ("Second Long-Form") to putative Class Members, as follows:

1. The Administrator will mail the Second Long-Form to individuals and entities identified as a result of counsel for the Settling Defendants, G. Michael Newman, Brian J. Knebel, Francesco Galati and Michael Lam, delivering to the Administrator a list containing the names and mailing addresses of the non-objecting beneficial owners of GRE securities as at August 1, 2014; and
2. Class Counsel will mail or email the Second Long-Form to those persons and entities who have previously contacted Class Counsel for the purposes of receiving notice of developments in the Action.

The Administrator and Class Counsel will each make a toll-free number and email address available to the public that will enable Class Members to obtain more information about the Settlement, the approval, the distribution of the net Settlement Amount, and to request that a copy of the Approval Order, Settlement Agreement or other document be sent electronically or physically to them.

In addition, a website developed by the Administrator, and Class Counsel's website, shall contain for viewing and download copies of the following: the Certification and First Notice Order; the Settlement Agreement; the Approval Order; and, the order, if any, approving Class Counsel Fees.

Digital Publication of Long-Form Notice

The Second Long Form will be posted, in both the English and French languages, on a website developed by the Administrator, and on Class Counsel's website.

Digital Publication of Short-Form Notice

Electronic publication of the short form Second Notice will occur in both the English and French languages (with necessary formatting modifications) across CNW.

GREENSTAR AGRICULTURAL CORPORATION SECURITIES LITIGATION

NOTICE OF CERTIFICATION FOR SETTLEMENT PURPOSES AND SETTLEMENT APPROVAL HEARING

Read this notice carefully as it may affect your legal rights

Who this Notice is For

This notice is directed to everyone who acquired securities of GreenStar Agricultural Corporation, ["GreenStar", TSXV Delisted: GRE, CUSIP: 39573T101, ISIN: CA 39573T1012] from and including May 31, 2011 to and including the cessation of trading in GreenStar common shares on June 3, 2014 ("Class Period").

What the Action is About

On October 20, 2014, an action was commenced in the Ontario Superior Court of Justice against GreenStar, certain of its former directors and executive officers and its former auditor (*Partridge v GreenStar Agricultural Corporation et. al.*, Court File No.: CV-14-514504-00CP, Toronto Registry). The Plaintiff alleges that certain disclosure documents released by GreenStar on and after May 30, 2012, including a private placement agreement, were materially misleading (the "Action").

Class Certification to give effect to Settlement

The Plaintiff has entered into a settlement with G. Michael Newman, Brian J. Knebel, Francesco Galati, Michael Lam and Schwartz Levitsky Feldman LLP ("Settling Defendants" and "Settlement"). The Settlement is described below.

On [insert date], 2018, the Court certified the Action as a class proceeding for settlement purposes only. Certification against the Settling Defendants was obtained with their consent, but is conditional upon the Court's approval of the Settlement. The Settling Defendants do not admit any wrongdoing or liability.

Certification was also granted against GreenStar and its former director and Chief Executive Officer, Guan Lianyun. Neither GreenStar nor Mr. Guan have responded to the Action.

In granting certification, the Court appointed Siskinds LLP as Class Counsel and defined the Class or Class Members as follows:

All persons and entities wherever they may reside or be domiciled, other than Excluded Persons and Opt-Out Parties, who acquired securities of GreenStar during the period from and including May 31, 2011 to and including the cessation of trading in GreenStar common shares on June 3, 2014.*

*The terms "Excluded Persons" and "Opt-Out Parties" are defined in the Settlement Agreement dated March 21, 2018 which can be found on the website of [Siskinds LLP](#) ("Class Counsel's Website").

The Terms of the Settlement

The Settlement provides that \$500,000.00 (the "Settlement Amount"), will be paid for the benefit of the Class Members, before deductions for legal fees and expenses to administer the Settlement.

The Settlement is a compromise of disputed claims and is not an admission of liability, wrongdoing or fault on the part of any of the Settling Defendants, all of whom have denied and continue to deny the allegations made against them in the Action.

The certification of the Action is conditional and will be of no force or effect if the Court does not approve the Settlement or if the Settling Defendants terminate the Settlement Agreement.*

*Settling Defendants may terminate the Settlement Agreement if Class Members holding a certain number of Eligible Shares (which term is defined in the Settlement Agreement dated March 21, 2018) exclude themselves from the Class (a process known as "opting-out"), described further below.

The Plaintiff and Class Counsel recommend the Settlement of the Action to Class Members. In reaching the Settlement, Class Counsel considered the facts and

law applicable to the issues in the Action; and, particularly the following:

- Extensive factual material made available to Class Counsel on a without prejudice (confidential) basis solely for the purposes of settlement discussions;
- The risk that Mr. Guan did not disclose to the Settling Defendants material information related to GreenStar's indebtedness and cash balances;
- The Settling Defendants' potential proportionate liability, in light of:
 - the possibility of the aforementioned risk proving true;
 - [allegations of fact](#) made by Staff of the OSC against GreenStar and Mr. Guan by Staff of the Ontario Securities Commission ("OSC") in a related enforcement proceeding commenced on March 11, 2015; and
 - [findings of fact](#) made by the OSC in the related enforcement proceeding;
- Legal limitations on the value of certain claims that could be advanced against the Settling Defendants;
- The maximum amount of money that can be recovered by way of damages from each defendant for a claim made under Part XXIII.1 of the *Ontario Securities Act*, RSO 1990, c. S. 5, as amended; and, that the contribution to the Settlement Amount made by the Settling Defendants, G. Michael Newman, Brian J. Knebel, Francesco Galati and Michael Lam, represents a multiple of their estimated collective liability limits;
- The potential risk of no further recovery by continuing the Action solely against GreenStar and Mr. Guan, in light of the following:
 - the challenges of obtaining evidence from and enforcing a judgment in the People's Republic of China;
 - evidence tending to show GreenStar and Mr. Guan have little or potentially no recoverable assets in Canada or China;
 - the potential inability of the Plaintiff to make a direct claim against liability insurer GreenStar and Mr. Guan had; and
 - the potential contractual defences available to GreenStar's and Mr. Guan's liability insurer, which may entitle it to

deny coverage for the claims in the Action against GreenStar and Mr. Guan.

A more complete explanation of the Settlement and why the Plaintiff and Class Counsel recommend the Settlement will be provided to the Court and made publicly available on [Class Counsel's Website](#).

Class Counsel's Website currently contains information, including a copy of the Settlement Agreement, a copy of the Court's order certifying the Action and a summary of the reasons why Class Counsel believe the Settlement is fair, reasonable and in the best interests of the Class.

The materials Class Counsel will file with the Court for the purposes of seeking approval of the Settlement and the proposed methodology for distributing the Settlement Funds ("**Distribution Protocol**") will be posted on [Class Counsel's Website](#) no later than [insert date]. Class Members are encouraged to review the proposed Distribution Protocol and its accompanying guide.

Participating in the Settlement or Excluding Yourself from the Class Action and the Settlement

If you are a Class Member, you will be bound by the terms of the Settlement once approved unless you opt out of the Action.

Class Members who do not opt out will i) be entitled to participate in the Settlement; ii) be bound by the terms of the Settlement; and, iii) will not be permitted to bring other legal proceedings in relation to the matters alleged in the Action against the Defendants, or any person released by the approved Settlement.

Conversely, if you are a Class Member who opts out of the Action (an "**Opt-Out Party**"), you will not be able to make a claim to receive compensation from the Settlement Amount but will maintain the right to pursue your own claim against the Defendants relating to the matters alleged in the Action.

If you are a Class Member and wish to opt out, you must submit an election to do so, together with required supporting documentation or suitable alternative documentation ("**Opt-Out Election**"), to Class Counsel.

A list of the information needed to submit a valid Opt-Out Election can be obtained from [Class Counsel's Website](#).

Class Counsel must receive your Opt-Out Election no later **5:00 pm EDT on [insert date]** ("**Opt-Out**

Deadline”). Opt-Out Elections may be sent electronically or by mail or courier to:

Nicholas Baker
Siskinds LLP
680 Waterloo Street
London, ON N6A 3V4
Tel: 1.800.461.6166 ext. 7868 (toll free)
Email: nicholas.baker@siskinds.com

An Opt-Out Election that does not contain all of the required information or suitable alternative documentation will not be valid, which means that you will be bound by the Settlement Agreement, if it is approved.

Next Step - Settlement Approval Hearing will be held in Toronto, Ontario

The Settlement must be approved by the Court before the Settlement can come into force and effect and before Class Members can make a claim for compensation.

The hearing for the Court’s approval of the Settlement (“**Approval Hearing**”) is open to the public and Class Members may, but are not required to, attend. The Approval Hearing will be held on [insert date], **10:00 am**, at the courthouse located at [insert address], Toronto, Ontario.

Class Counsel Fees and Disbursements

As is customary in class action litigation, Class Counsel undertook this litigation on a contingency fee basis, meaning that no legal fees have been paid as the matter has progressed, and that Class Counsel has funded the expenses necessary to advance the litigation. At the time of the Approval Hearing, Class Counsel will request that the Court approve its claim for legal fees under the contingency fee agreement with the Plaintiff, to be paid out of the Settlement Amount and not to exceed 25% of the Settlement Amount, plus HST, and up to \$[insert] in reimbursement for disbursements plus applicable taxes (“**Class Counsel Fee**”).

Class Members May Object

Class Members who wish to comment on or object to the Settlement, the proposed Distribution Protocol and/or the proposed Class Counsel Fee request should do so in writing. **All comments or objections should be received by Class Counsel (at the address listed below) no later than [insert date].** Class Counsel will file any and all such submissions with the Court. Class Members may attend the Approval Hearing whether or not an objection or comment was delivered. The Court may

permit Class Members to participate in the Approval Hearing whether or not an objection was made.

A written objection should include:

- (i) the Class Member’s name, address, telephone number, fax number (where applicable) and email address;
- (ii) the particulars of the Class Member’s transactions in GreenStar securities during the Class Period;
- (iii) a brief statement outlining the objection to the Settlement, proposed Distribution Protocol or Class Counsel Fee, as may be the case; and
- (iv) a statement as to whether the objector intends to appear at the Approval Hearing in person or through a lawyer, and if through a lawyer, the name, address, telephone number, fax number, and email address of the lawyer.

Class Members who approve of or do not oppose the Settlement, the proposed Distribution Protocol and the proposed Class Counsel Fee request do not need to appear at the Approval Hearing or take any other action at this time.

For any further questions relating to the Action, further information, or to deliver a comment or objection please contact Class Counsel:

Nicholas Baker
Siskinds LLP
680 Waterloo Street
London, ON N6A 3V8
Tel: 1.800.461.6166 ext. 7868 (toll free)
Email: nicholas.baker@siskinds.com

Publication of this notice was authorized by the Ontario Superior Court of Justice

****FOR IMMEDIATE RELEASE****

GREENSTAR AGRICULTURAL CORPORATION SECURITIES LITIGATION
NOTICE OF CERTIFICATION FOR SETTLEMENT PURPOSES AND
SETTLEMENT APPROVAL HEARING

Read this notice carefully as it may affect your legal rights

London, Ontario, [insert date], 2018

THE CLASS ACTION

On October 20, 2014, an action was commenced in the Ontario Superior Court of Justice (Toronto Region) against GreenStar Agricultural Corporation [TSXV Delisted: **GRE**, CUSIP: 39573T101, ISIN: CA 39573T1012], certain of its former directors and executive officers and its former auditor. The Plaintiff alleges that certain disclosure and offering documents released by GRE on and after May 30, 2012 were materially misleading. The Plaintiff alleges this resulted in damage to GRE shareholders who acquired GRE securities during the period from and including **May 31, 2011 to and including the cessation of trading in GRE common shares on June 3, 2014** (the “Class Period”, “Class Members” and the “Action”).

CONSENT CERTIFICATION FOR SETTLEMENT PURPOSES

The Plaintiff has entered into a settlement with G. Michael Newman, Brian J. Knebel, Francesco Galati, Michael Lam and Schwartz Levitsky Feldman LLP (“**Settling Defendants**” and “**Settlement**”). On [insert date], 2018, the Ontario Superior Court of Justice (“**Court**”) certified the Action as a class proceeding for settlement purposes. **The Settlement provides for settlement funds of \$500,000.00 (CDN), to be paid for the benefit of the Class Members before deductions for legal fees and expenses to administer the Settlement.** The Settlement is a compromise of disputed claims and is not an admission of liability, wrongdoing or fault on the part of the Settling Defendants, all of whom have denied and continue to deny the allegations made against them in the Action.

Certification of the Action was obtained with the consent of the Settling Defendants and is conditional upon the Court’s approval of the Settlement. Certification was also granted against the Defendants, GRE and its former director and CEO, Guan Lianyun, who have not defended the Action. **The Court will hear the Plaintiff’s request for approval of the Settlement at a hearing to occur at Osgoode Hall, 130 Queen Street West, Toronto, Ontario, on August 24, 2018 at 10 am.**

Class Members’ legal rights may be affected by the certification of the Action and/or the approval of the Settlement. The Settlement, if approved, will have the effect of ending the Action and releasing all Defendants, including GRE and Guan Lianyun, from claims made or that could have been made in the Action. **It is strongly recommended that anyone who is or believes they may be a Class Member read the detailed long-form notice.**

The detailed long-form notice explains, amongst other things:

- (a) considerations influencing the Settlement with the Settling Defendants;
- (b) the potential non-viability of continuing claims against GRE and Guan Lianyun;

- (c) that Class Members will be bound by the terms of the settlement and entitled to participate in it, if it is approved, unless they exclude themselves from the Action;
- (d) the steps that a Class Member must take to validly exclude him, her or itself from the Action and the Settlement;
- (e) that Class Members who make an election to “opt-out”, in other words, exclude themselves from the Action, and provide the required information or suitable alternative documentation required to do so, will maintain the right to pursue their own claim(s) against the Defendants relating to the matters alleged in the Action;
- (f) that Class Members who do not exclude themselves from the Action may still object to the terms of the Settlement or otherwise provide comments, and the process for doing so.

OPTING OUT OF THE ACTION AND THE SETTLEMENT

Class Members who wish to opt-out the Action must do so by 5:00 pm EDT on [insert date that is 60 days after publication of long-form notice on Class Counsel’s website] (“**Opt-Out Deadline**”). The procedure for doing so is set out in the detailed long-form notice and the information that should be submitted with an election to opt-out can be found on Class Counsel’s website. Class Members who may wish to opt-out should note that if Class Counsel does not receive a properly supported opt-out election by the Opt-Out Deadline that such class member will be bound by the Settlement, if it is approved.

FOR MORE INFORMATION

For questions, including about the certification of the Action and the Settlement, Class Members’ rights and the procedures for excluding themselves from the Action and the Settlement and/or for more information about any part of this notice, please consult the detailed long-form notice or contact Class Counsel at:

Siskinds LLP

680 Waterloo Street
London Ontario N6A 3V8
Nicholas Baker
Tel: 1-800-461-6166 x7868
nicholas.baker@siskinds.com

Publication of this notice was authorized by the Ontario Superior Court of Justice

PLAN OF NOTICE

Capitalized terms used in this Plan of Notice have the meanings given to them in the Settlement Agreement dated March 21, 2018.

PART 1 - FIRST NOTICE

Subject to such alternative or additional direction by the Court, the manner of disseminating the First Notice (Notice of Certification and Notice of Court Hearing for Settlement Approval) will consist of a combination of direct individual notice to Class Members an indirect digital publication and a press release.

Direct Individual Long-Form Notice, from Class Counsel

The long form First Notice ("**First Long-Form**") will be mailed, electronically or physically, the latter as may be required, to those persons and entities who have previously contacted Class Counsel for the purposes of receiving notice of developments in the Action. It is expected that approximately 20% will be French speaking and this will be accounted for appropriately through translation of the First Long-Form.

Digital Publication of Long-Form Notice

Electronic publication of the First Long-Form will occur in both the English and French languages. The publication will occur on Class Counsel's website: <http://www.siskinds.com/greenstar-agricultural-corporation-2/> from which the public will also be able to obtain information about opt-out rights and procedures, copies of the Settlement Agreement, a copy of the Court's order certifying the Action, a copy of the proposed Distribution Protocol and its accompanying guide; and, a summary of the reasons why Class Counsel believe the Settlement is fair, reasonable and in the best interests of the Class.

From its website, Class Counsel shall make a toll free number and email address available to the public that will enable Class Members to contact Class Counsel in order that they may:

- (a) obtain more information about opt-out rights and procedures;
- (b) obtain more information about the Settlement, the proposed Distribution Protocol and/or Class Counsel Fees;
- (c) obtain more information about how to object to the Settlement, the proposed Distribution Protocol and/or Class Counsel Fees; and/or
- (d) request that a copy of the Settlement Agreement or other document posted to Class Counsel's website be electronically or physically mailed to them.

In addition, from Class Counsel's website, the public may view and download copies of the materials Class Counsel will file with the Court for the purposes of seeking approval of the Settlement.

Digital Publication of Short-Form Notice

Electronic publication of the short form First Notice ("**First Short-Form**") will occur in both the English and French languages (with necessary formatting modifications) across Canada Newswire (a

major business newswire in Canada, “**CNW**”). It is expected that, through CNW, the First Short-Form be disseminated to all major digital, print and broadcast news outlets across Canada, plus all local newspapers in smaller urban and rural markets and to specialized business media subscribers.

PART 2 – SECOND NOTICE

Subject to such alternative or additional direction by the Court, the manner of disseminating the Second Notice (Notice of Settlement Approval) will consist of a combination of direct individual notice to Class Members and indirect digital publication.

Direct Individual Long-Form Notice

Within thirty (30) days of the date of the Approval Order, the Administrator and Class Counsel will send the long form Second Notice (“**Second Long-Form**”) to putative Class Members, as follows:

1. The Administrator will mail the Second Long-Form to individuals and entities identified as a result of counsel for the Settling Defendants, G. Michael Newman, Brian J. Knebel, Francesco Galati and Michael Lam, delivering to the Administrator a list containing the names and mailing addresses of the non-objecting beneficial owners of GRE securities as at August 1, 2014; and
2. Class Counsel will mail or email the Second Long-Form to those persons and entities who have previously contacted Class Counsel for the purposes of receiving notice of developments in the Action.

The Administrator and Class Counsel will each make a toll-free number and email address available to the public that will enable Class Members to obtain more information about the Settlement, the approval, the distribution of the net Settlement Amount, and to request that a copy of the Approval Order, Settlement Agreement or other document be sent electronically or physically to them.

In addition, a website developed by the Administrator, and Class Counsel’s website, shall contain for viewing and download copies of the following: the Certification and First Notice Order; the Settlement Agreement; the Approval Order; and, the order, if any, approving Class Counsel Fees.

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The Second Long Form will be posted, in both the English and French languages, on a website developed by the Administrator, and on Class Counsel’s website.

Digital Publication of Short-Form Notice

Electronic publication of the short form Second Notice will occur in both the English and French languages (with necessary formatting modifications) across CNW.

-END-

PARTRIDGE
Plaintiff

v

GREENSTAR AGRICULTURAL
CORPORATION., et al.
Defendants

Court File No.: CV-14-514504-00CP

ONTARIO
SUPERIOR COURT OF JUSTICE

Proceeding commenced at Toronto

Proceeding under the *Class Proceedings Act, 1992*

ORDER

Siskinds LLP

Barristers & Solicitors

680 Waterloo Street

P.O. Box 2520

London, ON N6A 3V8

Nicholas C. Baker LSO #59642T

Tel: 519-660-7868

Fax: 519-660-7869

Lawyers for the Plaintiff