

FEDERAL COURT

CERTIFIED CLASS PROCEEDING

BETWEEN:

GARRY LESLIE MCLEAN, ROGER AUGUSTINE,
CLAUDETTE COMMANDA, ANGELA ELIZABETH SIMONE SAMPSON,
MARGARET ANNE SWAN AND MARIETTE LUCILLE BUCKSHOT

Plaintiffs

- and -

HER MAJESTY THE QUEEN IN RIGHT OF CANADA
as represented by THE ATTORNEY GENERAL OF CANADA

Defendant

Federal Indian Day Schools Settlement Amending Agreement

WHEREAS the Parties executed the Federal Indian Day Schools Settlement Agreement (the “Agreement”) as of March 12, 2019;

AND WHEREAS having taken into consideration the objections and representations received from class members and others during the notice period;

NOW THEREFORE the Parties are desirous of making three changes to the Agreement; specifically,

1. Extending the opt-out period from 60 days to 90 days;
2. Extending the application period from one year to two years and six months; and
3. Precluding non-lawyer form fillers from taking remuneration from individual compensation.

ACCORDINGLY the Agreement is amended as follows by this Federal Indian Day Schools Settlement Amending Agreement (the “Amending Agreement”):

Section 1 – Opt Out Extension

- 1.01** In Section 1.01 of the Agreement, the definition of “Opt Out Period” is amended by deleting the words “sixty (60) day” and substituting therefore “ninety (90) day”.
- 1.02** In Section 7.01 of the Agreement, the words “sixty (60) days” are deleted and the words “ninety (90) days” substituted therefore.
- 1.03** In Schedule G, paragraph 1(h), the definitions of “Opt Out Period” and “Opt Out Deadline” are amended by deleting the words “sixty (60) day” and substituting therefore “ninety (90) day”.

Section 2 – Application Deadline Extension

- 2.01** In Section 1.01 of the Agreement, the definition of “Claims Deadline” is amended by deleting “one (1) year” and substituting therefore “two (2) years and six (6) months”.
- 2.02** In Section 1.01 of the Agreement, the definition of “Request for Deadline Extension” shall be amended by adding the words “however, no requests may be made more than six (6) months after the Claims Deadline” at the end.
- 2.03** Schedule B of the Agreement is amended as follows:
- (a) Paragraph 28 is amended by deleting the words “one (1) year” and substituting the words “two (2) years and six (6) months” therefore.
 - (b) Paragraph 29 is amended by deleting the period at the end of the sentence and substituting a semicolon followed by the words “however, in no event may the Claims Deadline be extended by more than six (6) months.”
 - (c) Paragraph 30 is amended by adding the words “within six (6) months of the Claims Deadline” after the phrase “and deliver a Request for a Deadline Extension”.

Section 3 – Form Fillers

- 3.03** Section 13.04 of the Agreement is amended by deleting the section in its entirety and substituting therefore the following:

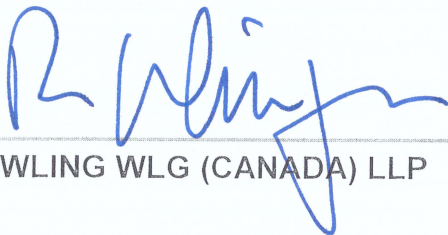
No amounts, including legal fees or disbursements, may be charged to Survivor Class Members or Family Class members in respect of compensation under this Settlement or any other advice, including legal advice, relating to this Settlement by anyone, including legal counsel, other than Class Counsel without the prior

approval of such amounts by the Federal Court on a motion under Rule 334.4 of the Federal Court Rules on notice to the Parties.

3.04 Section 13.05 of the Agreement is amended by deleting the words "on account of legal fees and disbursements" and substituting therefore "including amounts on account of legal fees or disbursements."

AND FURTHER all consequential amendments required to give effect to the intentions of the Parties are also deemed to be made by the execution of this Amending Agreement; however, all other terms of the Agreement remain as executed.

IN WITNESS WHEREOF the Parties have executed this Amending Agreement as of this 13th day of May, 2019.



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