

CBI KEYSTONE BUSINESS PARK INVESTMENT CLASS ACTION  
NOTICE OF HEARING FOR APPROVAL OF PROPOSED SETTLEMENT  
AND CERTIFICATION OF CLASS ACTION

PLEASE READ THIS NOTICE CAREFULLY  
AS IT MAY AFFECT YOUR LEGAL RIGHTS

TO CLASS MEMBERS: If you are a Canadian resident, and you purchased or acquired Class “B” shares from Keystone Business Park Inc. or Bonds from KBP Capital Corp. on or before March 31st, 2013 (the “**Keystone Business Park Investment**”), you are a proposed class member.

**1. Purpose of this Notice**

The purpose of this notice is to inform you of your rights in regard to a proposed settlement of class action lawsuits commenced in Alberta alleging that the Defendants: Keystone Business Park Inc., KBP Capital Corp., Keystone Real Estate Investment Corp., CBI Capital Inc., CBI Investments Ltd., 744988 Alberta Ltd., Cadman Investments Ltd., Ron Cadman and Travis Cadman (the “**Defendants**”), were negligent, engaged in breach of contract, misrepresentations, breach of fiduciary duty, oppression, and were unjustly enriched in relation to the sale of shares and bonds to the Class Members and the operation of the Keystone Business Park Investment.

The Plaintiffs and the Defendants have agreed to settle the lawsuit. The settlement must be approved by the Court before it is finalized. As a class member, you have a right to take part in the approval hearing if you wish. The process for taking part in the approval hearing is set out below.

**2. The Settlement**

The Defendants have agreed to transfer the following property to the Class Members, on an “as is where is” basis and subject to no representations and warranties except as to title:

Meridian 5  
Range 1  
Township 26  
Section 24  
Quarter North West  
Containing 64.7 hectares (160 Acres) more or less;  
Excepting the east half of legal subdivision 14  
Containing 8.09 hectares (20 Acres) more or less;  
Excepting thereout all mines and minerals.

(The “**Property**”)

At the time that the Defendants transfer the Property to the Class Members it shall only have the following encumbrances registered against it:

1. Utility Right of Way in favour of Rockyview Gas Co-Op Ltd. (Registration #751 047 236);

2. Zoning Regulations with respect to the Calgary International Airport (Registration #771 147 064);
3. Certificate of Lis Pendens by Shanon Archibald (Registration # 151 235 079);
4. Restrictive Covenant in favour of the Municipal District of Rockyview (Registration #1028IG);
5. Lease Agreement with Lamb Cattle Company expiring October 31, 2016.

Prior to transferring the Property, the Defendants shall pay all outstanding property taxes, fees, arrears, municipal assessments, or other fees or levies as of the date of the transfer of the Property.

### **3. Plaintiff Class Counsel and Claims Administrator**

The law firm of McGuigan Nelson LLP represents class members in all provinces. Class Members may contact McGuigan Nelson LLP by e-mail at [keystonebusinesspark@mnlip.ca](mailto:keystonebusinesspark@mnlip.ca) for more information. Plaintiff Class Counsel's physical address is:

McGuigan Nelson  
205, 625 – 11th Avenue S.W.  
Calgary, Alberta T2R 0E1

Information regarding the pending settlement can also be found on Plaintiff Class Counsel's website: <http://www.mnlip.ca>.

Plaintiff Class Counsel also proposes to be the Claims Administrator for the purposes of the settlement.

### **4. Post Settlement**

The Property will be transferred to a new corporation created by the Plaintiff Class Counsel and Claims Administrator (the "**Settlement Corporation**"). Class Members who have not opted out will have the value of their contribution to Keystone Business Park Inc. and KBP Capital Corp. converted into voting shares of the new corporation on a pro-rata basis. The Property may be developed, disposed of or dealt with by the Class Members by any means. Funds realized from such development, disposition or dealing with the Property will be used to pay the Claims Administrator and Class Counsel.

Any subsequent dealing with the Property (i.e. development of the Keystone Business Park or disposing of the Property) will be voted on by shareholders of the new corporation.

If there is not enough money in dealing with or disposing of the Property to pay all of the amounts claimed and the other costs, including the costs of Plaintiff Class Counsel and the Claims Administrator, the payments to the Class Members will be made proportionately (prorated).

### **5. Class Counsel Fees**

Plaintiff Class Counsel's legal fees, applicable taxes and disbursements must be approved by the Court. Plaintiff Class Counsel will be requesting 25% of the net proceeds from the development, disposition or dealing with the Property, after payment of all approved costs and

fees associated with the sale order and development of the Property. This 25% amount excludes any associated legal fees that are incurred through the subsequent development, disposition, or dealing with the Property.

## **6. Settlement Documents**

If you would like a copy of the Settlement Agreement, it is available online at [www.mnllp.ca](http://www.mnllp.ca).

## **7. Legal Fees**

Costs of the Notification of the settlement approval hearing only shall be borne by the Defendants and notification shall be given by Defendants or Defendants' counsel, to ensure the confidentiality of the shareholder and bondholder lists held by the Defendants unless and until the shareholders and bondholders may approve of this transaction.

## **8. Court Approval Required**

For the Settlement Agreement to be effective, the Court of Queen's Bench of Alberta must certify the action as a class proceeding and approve the Settlement Agreement.

The Court will hold a settlement approval hearing on **September 15<sup>th</sup>, 2016**, at the courthouse of the Court of Queen's Bench of Alberta at Calgary, Alberta. At this hearing, the Court will determine whether the Settlement Agreement is fair, reasonable and in the best interests of the Class Members.

If you wish to comment on, or make an objection to, the Settlement Agreement, you must deliver a written submission to Class Counsel at the e-mail address or physical address listed below, no later than **August 15<sup>th</sup>, 2016**. Class Counsel will forward all such submissions to the Court. All written submissions from Class Members that are received on time will be considered by the Court. You may attend at the settlement approval hearing whether or not you deliver an objection. The Court may permit you to participate in the settlement approval hearing whether or not you deliver an objection.

A written objection should include the following information:

- a) The Class Member's name, address, telephone number, fax number (where applicable), and e-mail address;
- b) A brief statement outlining the nature of, and reasons for, the objection; and
- c) A statement as to whether the objector intends to appear at the settlement approval hearing in person or through a lawyer, and, if through a lawyer, the name, address, telephone number, fax number, and e-mail address of the lawyer.

Questions relating to this Notice should NOT be addressed to the Court of Queen's Bench for Alberta.

If the Settlement Agreement is approved, the Court will certify the action against the Defendants as a class proceeding and will determine the fee requests of Class Counsel. If the Settlement Agreement receives approval from the Court, further Notices will be published online, and as directed by the Court.

## **9. Claims Process**

If the Settlement Agreement receives Court approval, the settlement shall be distributed and managed in accordance with the process approved by the Court.

## **10. Release of Claims and the Effect on Other Proceedings**

If the Settlement Agreement receives Court approval, you will be bound by the terms of the Settlement Agreement unless you opt out by delivering written notice of your intention to opt out to Plaintiff Class Counsel. This means that, unless you opt out, you will not be able to start or continue with any other claim or legal proceeding against the Defendants, collectively or individually, in relation to the matters alleged in the class action lawsuit.

If the Court approves the Settlement Agreement, you will receive information about how you can choose to opt out. This information will be available online and will be included in a further notice.

## **11. Interpretation**

If there is a conflict between the provisions of this Notice and the Settlement Agreement, the terms of the Settlement Agreement will prevail.

PUBLICATION OF THIS NOTICE HAS BEEN AUTHORIZED BY THE COURT OF QUEEN'S  
BENCH OF ALBERTA