

SASKATCHEWAN COURT OF KING'S BENCH
PROPOSED CLASS PROCEEDING

BETWEEN:

LOUIS GARDINER, MARGARET AUBICHON, MELVINA AUBICHON,
EMILE JANVIER, DUANE FAVEL, AND DONNA JANVIER

Plaintiffs

- and -

THE GOVERNMENT OF SASKATCHEWAN

Settling Defendant

SETTLEMENT AGREEMENT ADDENDUM (SASKATCHEWAN)

WHEREAS:

- A. The Parties hereto entered into a Settlement Agreement on January 30, 2026.
- B. The Settlement Agreement permitted amendment by the Parties in writing.

NOW THEREFORE:

The Parties have consented and agreed to amend the terms of the Settlement Agreement as per the Corrections Addendum to the Settlement Agreement attached hereto as Schedule "1".

IN WITNESS WHEREOF the Parties have executed this Agreement, as of this 16th day of March, 2026.



For the Plaintiffs
Sotos LLP



For the Plaintiffs
Goldblatt Partners LLP



For the Plaintiffs
Merchant Law Group LLP



Max Bilson, K.C., Deputy Attorney General
For the Government of Saskatchewan

Schedule “1” – Corrections Addenda

Recital “F” in the Settlement Agreement is hereby deleted and replaced with the following:

On September 29, 2025, the Plaintiffs and the Province of Saskatchewan (“Saskatchewan”) entered into an Agreement in Principle with respect to the settlement of the Consolidated Action as against Saskatchewan.

Section 1.01 of the Settlement Agreement, “Abuse Compensation Application”, is hereby deleted and replaced with the following:

“Abuse Compensation Application” means an application for Abuse Compensation made by an Abuse Compensation Claimant to the Claims Administrator by the Abuse Compensation Claims Deadline;

Section 1.01 of the Settlement Agreement, “Approval Date”, is hereby deleted and replaced with the following:

“Approval Date” means the date the Court issues the Certification and Settlement Approval Order;

Section 1.01 of the Settlement Agreement, “Approved Abuse Compensation Claimant”, is hereby deleted and replaced with the following:

“Approved Abuse Compensation Claimant” means a claimant who has made an application for Abuse Compensation which has been approved for payment by the Claims Administrator;

Section 1.01 of the Settlement Agreement, “Approved Experience Payment Claimant”, is hereby deleted and replaced with the following:

“Approved Experience Payment Claimant” means a Claimant who has made an application for an Experience Payment in accordance with the Settlement Agreement (Canada) which has been approved for payment by the Claims Administrator;

Section 1.01 of the Settlement Agreement, “Estate Representative”, is hereby deleted and replaced with the following:

“Estate Representative” means the eligible Abuse Compensation Claimant in respect of the estate of a deceased Survivor Class Member, to be determined in accordance with the Abuse Compensation Claims Protocol;

Section 3.05 of the Settlement Agreement is hereby deleted and replaced with the following:

Saskatchewan acknowledges that the Abuse Compensation payments and Experience Payments will not be regarded as income or impact on eligibility for any social benefits or income assistance benefits administered by Saskatchewan payable to an Approved Abuse Compensation Claimant or Approved Experience Payment Claimant.

Section 4.02 of the Settlement Agreement is hereby deleted and replaced with the following:

There will be an Abuse Compensation Claim Form, to be agreed upon between the Plaintiffs, Class Counsel, and the Claims Administrator.

To make an Application for Abuse Compensation, a Claimant must submit an Abuse Compensation Claim Form and any supporting documents to the Claims Administrator before the Abuse Compensation Claims Deadline.

Section 7.01 of the Settlement Agreement is hereby deleted and replaced with the following:

Class Members have the right to opt out of the Class Action by completing and executing an Opt-Out Form, substantially in the form attached as **Schedule D**, and sending the Opt-Out Form to the Claims Administrator no later than ninety (90) days after the first publication of the Notice of Certification and Settlement Approval by the Claims Administrator.

Section 8.01 of the Settlement Agreement is hereby deleted and replaced with the following:

If an Abuse Compensation Application has been made and approved in respect of a deceased Survivor Class Member, the approved Estate Representative Claimant shall be paid, for the benefit of the estate, the compensation to which the deceased Survivor Class Member would have been entitled under the Claims Process, as if the Survivor Class Member had not died.

Section 8.02 of the Settlement Agreement is hereby deleted and replaced with the following:

If an Approved Abuse Compensation Claimant is or becomes a Person Under Disability prior to their receipt of Abuse Compensation, the Personal Representative of the Survivor Class Member will be paid, for the benefit of the

Approved Claimant, the compensation to which the Survivor Class Member would have been entitled under the Claims Process.

Section 10.03 of the Settlement Agreement is hereby deleted and replaced with the following:

Only the costs of the Claims Process for making Abuse Compensation payments, incremental costs of making a partial preliminary payment of the Experience Payments, and the costs of the supplementary Experience Payments set out in the Distribution Protocol will be paid from the Saskatchewan Settlement Fund. The costs of the assessment and determination of the duration of a Survivor Class Member's attendance at the Île-à-la-Crosse School will be paid by Canada as part of its contribution to the costs of administering its Settlement Agreement, unless the Settlement Agreement (Canada) is not approved by the Court.

Section 12.03 of the Settlement Agreement is hereby deleted and replaced with the following:

No amount payable to approved Claimants or Approved Abuse Compensation Claimants under this Agreement can be assigned by the Claimant and any such assignment is null and void except as expressly provided for in this Agreement.

Section 13.02 of the Settlement Agreement is hereby deleted and replaced with the following:

If requested, the Claims Administrator will return the original records of all Abuse Compensation Claimants in its possession within one (1) year of completing the administration of any settlements of the Consolidated Action. If an Abuse Compensation Claimant specifically indicates that they do not wish the return of

their records within the one-year period, the Claims Administrator will destroy such records in accordance with the Abuse Compensation Claimant's request. If an Abuse Compensation Claimant requests that their records be forwarded to the National Centre for Truth and Reconciliation, then the Claims Administrator will arrange for the records to be delivered as requested, and provide confirmation to the Abuse Compensation Claimant.

Paragraph 1 of the Distribution Protocol, being Schedule "B" to the Settlement Agreement, is hereby deleted and replaced with the following:

The Saskatchewan Settlement Fund will be paid to Class Counsel and to the Claims Administrator within 10 Business Days of the Implementation Date, as set out below.

Paragraph 2 of the Distribution Protocol, being Schedule "B" to the Settlement Agreement, is hereby deleted and replaced with the following:

Saskatchewan shall pay to Class Counsel eight million five hundred thousand dollars (\$8,500,000.00), inclusive of all applicable taxes, for legal fees and disbursements from the Saskatchewan Settlement Fund, within 10 Business Days of the Implementation Date.

Paragraph 3 of the Distribution Protocol, being Schedule "B" to the Settlement Agreement, is hereby deleted and replaced with the following:

If the Court does not approve legal fees and disbursements to be paid to Class Counsel from the Saskatchewan Settlement Fund, or approves an amount less than \$8,500,000.00, any court-approved amounts for legal fees and disbursement

shall be paid by Saskatchewan to Class Counsel from the Saskatchewan Settlement Fund within 10 Business Days of the Implementation Date.

Paragraph 4 of the Distribution Protocol, being Schedule “B” to the Settlement Agreement, is hereby deleted and replaced with the following:

Saskatchewan will pay thirty-one million seven hundred thousand dollars (\$31,700,000.00), or whatever greater sum is left over in the Saskatchewan Settlement Fund after the payment of legal fees and disbursements to Class Counsel (the “Net Saskatchewan Settlement Fund”), to the Claims Administrator within 10 Business Days of the Implementation Date for the purpose of paying out compensation to Approved Abuse Compensation Claimants and Approved Experience Payment Claimants, as described herein and in the Claims Process, and the incidental costs of administering the Saskatchewan Settlement.

Paragraph 6 of the Distribution Protocol, being Schedule “B” to the Settlement Agreement, is hereby deleted and replaced with the following:

The incremental administrative costs associated with the Claims Administrator distributing an initial partial payment of Experience Payments to Approved Experience Payment Claimants will be paid out of the Net Saskatchewan Settlement Fund. In addition, the costs associated with the administration of this Settlement Agreement, over and above any costs associated with the administration of the Settlement Agreement (Canada), will be paid out of the Net Saskatchewan Settlement Fund. An initial sum of one million, two hundred and fifty thousand dollars (\$1,250,000.00) shall be reserved from the Net Saskatchewan Settlement Fund by the Claims Administrator for payment of these costs.

Paragraph 7 of the Distribution Protocol, being Schedule “B” to the Settlement Agreement, is hereby deleted and replaced with the following:

If the Claims Administrator anticipates at any point during the claims administration process that the costs associated with administration of the Settlement Agreement (Saskatchewan), over and above any costs associated with the administration of the Settlement Agreement (Canada), will exceed \$1,250,000.00, it will notify Class Counsel immediately, provide an estimate of the additional sum necessary to be set aside for costs of settlement administration, and work proactively with Class Counsel to identify cost-saving measures.

Paragraph 8 of the Distribution Protocol, being Schedule “B” to the Settlement Agreement, is hereby deleted and replaced with the following:

If the Claims Administrator estimates that the costs associated with administration of the Settlement Agreement (Saskatchewan), over and above any costs associated with the administration of the Settlement Agreement (Canada), will exceed \$1,500,000.00, it will notify Class Counsel immediately. The additional costs associated with administration must either be: a) agreed upon by the Plaintiffs and Class Counsel, in consultation with the Claims Administrator; or b) approved by the Court.

Paragraph 10 of the Distribution Protocol, being Schedule “B” to the Settlement Agreement, is hereby deleted and replaced with the following:

For each Approved Abuse Compensation Claimant whose Abuse Compensation Application is approved by the Claims Administrator or the Assessor by the Abuse Compensation Claims Deadline, a partial payment of up to 50% of the maximum Abuse Compensation payment to which the Claimant is entitled shall be made no later than one month following approval of the Abuse Compensation Application.