

**CANADIAN CREDIT CARD FEES CLASS ACTION
NATIONAL SETTLEMENT AGREEMENT**

SECOND AMENDING AGREEMENT

Between

MARY WATSON, HELLO BABY EQUIPMENT INC., JONATHAN BANCROFT-SNELL,
1739793 ONTARIO INC., 9085-4886 QUEBEC INC., PETER BAKOPANOS, MACARONIES
HAIR CLUB AND LASER CENTER INC. OPERATING AS FUZE SALON

(the "Plaintiffs")
and

BOFA CANADA BANK, BANK OF AMERICA CORPORATION

("BofA")

- A. WHEREAS the Plaintiffs and BofA entered into a Settlement Agreement dated August 16, 2013; and
- B. WHEREAS the Plaintiffs and BofA entered into an Amending Agreement dated July 7, 2014; and
- B. WHEREAS, in an effort to address issues raised by other parties to the Canadian Proceedings, the Plaintiffs and BofA have agreed to further amend the Settlement Agreement; and
- C. WHEREAS the defined terms in this agreement (the "Second Amending Agreement") shall be as defined in the Settlement Agreement;

NOW THEREFORE, in consideration of the covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Plaintiffs and BofA agree to further amend the Settlement Agreement as set out below:

1. After Section 7.1(1a) of the Settlement Agreement, a new Section 7.1(1b) will be added as follows:

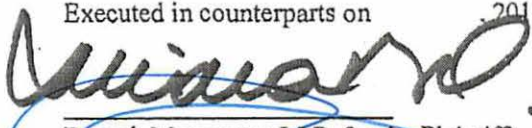
(1b) Also for greater certainty, the bar order in Section 7(1) deals only with claims over and is not intended to bar *bona fide* independent and direct claims and causes of action between BofA as a settling defendant, and Visa as a Non-Settling Defendant or between BofA as a settling defendant and MasterCard as a Non-Settling Defendant for relief other than that claimed by the Plaintiffs in the Canadian Proceedings, including *bona fide* independent and direct claims and causes of action that Visa may have against BofA under the Visa Network Rules or that MasterCard may have against BofA under the MasterCard Network Rules.

7. After Section. 7.2(1)(c) of the Settlement Agreement, a new Section 7.2(1)(c)(i) will be added as follows:

(c)(i) any action in warranty or other joinder of parties to obtain any contribution or indemnity from the Releasees or relating to the Released Claims shall be inadmissible and void in the context of the Quebec Proceeding, provided that independent and direct claims and causes of action between BofA as a settling defendant and Visa as a Non-Settling Defendant or between BofA as a settling defendant and MasterCard as a Non-Settling Defendant are not precluded, including independent and direct claims and causes of action that Visa may have against BofA under the Visa Network Rules or that MasterCard may have against BofA under the MasterCard Network Rules.


8. Each of the undersigned represents that he or she is fully authorized to enter into the terms and conditions of, and to execute, this amending agreement on behalf of the Parties identified below their respective signatures.


Executed in counterparts on . 2014.



Branch Macmaster LLP, for the Plaintiffs


Camp Fiorante Matthews, for the Plaintiffs


Consumer Law Group, for the Plaintiffs


Bennett Jones LLP, for BofA