

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

**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, in an effort to address issues raised by other parties to the Canadian Proceedings, the Plaintiffs and BofA have agreed to amend the Settlement Agreement; and

C. WHEREAS the defined terms in this agreement (the "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 amend the Settlement Agreement as set out below:

1. Section 1(39) of the Settlement Agreement shall be amended to strike out the word "standard" in the first line.

2. Section 3.3(2) of the Settlement Agreement shall be amended to strike out the words "thirty (30)" in the second line and to substitute in their place the words "one hundred and twenty (120)".

3. After Section 3.3(3) of the Settlement Agreement, a new Section 3.3(3a) will be added as follows:

(3a) In connection with the implementation of Section 3.3(2)(b) and (c), the Parties further agree that (i) the controlling commencement date for the ultimate production of documents shall be the longest class period that is actually certified in the Canadian Proceedings; (ii) if a shorter class period than that which is sought (the "Proposed Class Period") is initially certified in any of the Canadian Proceedings, only those documents that were generated in the certified class period shall be initially produced, and those documents which were generated in the remainder of the Proposed Class Period shall be preserved and kept by BofA for further production if and when an additional period of time is certified in the Canadian Proceedings; (iii) in connection with documents attributable to the credit card business purchased by TD from BofA under the 2011 APA, and in connection with documents attributable to the credit card business purchased by TD from BofA under the 2013 APA, any relevant non-privileged documents created up to and including the applicable closing date shall be produced by BofA and not by TD, and any relevant non-privileged documents created after the applicable closing date shall be produced by TD in the ordinary course of the continued litigation as between the plaintiffs and the non-settling defendants and not by BofA; for greater certainty BofA shall not be obliged to produce relevant non-privileged documents attributable to the credit card business it sold to TD from the day following the applicable closing date, and TD shall not be required to produce relevant non-privileged documents attributable to the credit card business it purchased from BofA for the period up to and including the applicable closing date; for greater clarity, the Plaintiffs agree that they cannot look to TD in respect of any document issues related to the credit card business purchased by TD from BofA under the 2011 APA or the 2013 APA for the period up to and including the applicable closing dates.

4. Section. 7.1(1)(b)(ii) of the Settlement Agreement shall be deleted and replace as follows:

(ii) Further, if any one of the BC Court, the Alberta Court, the Saskatchewan Court, the Ontario Court or other final adjudication determine that TD and/or its affiliates and any of its or their respective officers, directors, employees, agents and representatives is liable to the Plaintiffs in the BC Proceeding, the Alberta Proceeding, the Saskatchewan Proceeding or the Ontario Proceeding, in respect of the assets purchased by TD from BofA pursuant to the 2011 APA and/or the 2013 APA (collectively, the "Acquired Assets" and the liability related to such Acquired Assets is referred to as the "Acquired Asset Liability"), and any one of the BC Court, the Alberta Court, the Saskatchewan Court, the Ontario Court or other final adjudication determine that TD and/or its affiliates and any of its or their respective officers, directors, employees, agents and representatives have rights of indemnity under the 2011 APA and/or the 2013 APA against BofA on account of the Acquired Asset Liability, the members of the BC

MasterCard Settlement Class, Alberta MasterCard Settlement Class, Saskatchewan MasterCard Settlement Class or Ontario MasterCard Settlement Class shall limit their claims against TD and/or its affiliates and any of its or their respective officers, directors, employees, agents and representatives to not be entitled to claim or recover from TD and/or its affiliates and any of its or their respective officers, directors, employees, agents and representatives or from the other Non-Settling Defendants and/or named or unnamed co-conspirators that are not Releasees, that portion of any damages (including punitive damages, if any), restitutionary award, disgorgement of profits, interest and costs (including investigative costs claimed pursuant to s. 36 of the Competition Act) that relates to the Acquired Asset Liability; and

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

Further, if any one of the BC Court, the Alberta Court, the Saskatchewan Court, the Ontario Court or other final adjudication determine:

1. that TD and/or its affiliates and any of its or their respective officers, directors, employees, agents and representatives is liable to the Plaintiffs in the BC Proceeding, the Alberta Proceeding, the Saskatchewan Proceeding or the Ontario Proceeding, as the case may be, in respect of the Acquired Assets;
2. that TD and/or its affiliates and any of its or their respective officers, directors, employees, agents and representatives have rights of indemnity under the 2011 APA and/or the 2013 APA against BofA on account of the Acquired Asset Liability; and
3. that, notwithstanding the claims limitation mechanism in Section 7.1(1)(b)(ii) of the Settlement Agreement, TD and/or its affiliates and/or any of its or their respective officers, directors, employees, agents and representatives is obliged to make payment to the Plaintiffs or to the other Non-Settling Defendants and/or named or unnamed co-conspirators that are not Releasees, on account of the Acquired Asset Liability in respect to which TD and/or its affiliates and any of its or their respective officers, directors, employees, agents and representatives have rights of indemnity under the 2011 APA and/or the 2013 APA against BofA,

then BofA and FIA Card Services, National Association shall remain liable under the 2011 APA and/or the 2013 APA to indemnify TD and/or its affiliates and any of its or their respective officers, directors, employees, agents and representatives in respect of such Acquired Asset Liability and shall be irrevocably bound by the determinations made by the BC Court, the Alberta Court, the Saskatchewan Court, the Ontario Court or other final adjudication, as the case may be, under paragraphs (1), (2), and (3) hereto; and

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


(1a) 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 TD 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 TD may have against BofA under the 2011 APA and/or the 2013 APA.

7. Section. 7.2(1)(e) of the Settlement Agreement shall be deleted and replaced as follows:

(e) 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 TD as a Non-Settling Defendant are not precluded, including independent and direct claims and causes of action that TD may have against BofA under the 2011 APA and/or the 2013 APA;

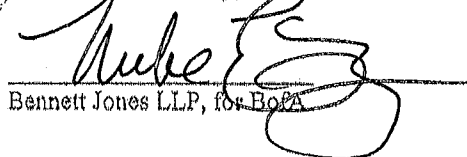
8. Each of the undersigned represents that he or she is fully authorized to enter into the terms and conditions of, and to execute, this amending agreement on behalf of the Parties identified below their respective signatures.

Executed in counterparts on 07-07, 2014.

  
Branch Macmaster LLP, for the Plaintiffs

  
Camp Fiorante Matthews, for the Plaintiffs

  
Consumer Law Group, for the Plaintiffs

  
Bennett Jones LLP, for BofA