

***Rorison and Methot v. Insurance Corporation of British Columbia and  
His Majesty the King in Right of the Province of British Columbia***

**(Supreme Court of British Columbia Docket No. S202406; Vancouver Registry)**

**AMENDMENT TO SETTLEMENT AGREEMENT**

Between:

**ROBERT RORISON AND BRAYDEN METHOT**

And:

**HIS MAJESTY THE KING IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA**

Executed: March 5, 2026

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- A. WHEREAS on January 22, 2026, the Parties executed the Settlement Agreement.
- B. WHEREAS pursuant to section 4.1(1)(b) of the Settlement Agreement, the Parties agreed that the balance of remaining funds constituting the Settlement Amount will, after distribution to Class Counsel for such Class Counsel Fees and Administration Expenses as have been approved by the Court, be distributed as a *cy prés* donation in accordance with the Distribution Protocol at Appendix 2.
- C. WHEREAS section 14.9 of the Settlement Agreement provides that the Settlement Agreement may not be modified or amended except in writing and on consent of all Parties, and any such modification or amendment must be approved by the Court.
- D. WHEREAS the Parties have agreed to amend the Settlement Agreement as set forth in this Amendment to Settlement Agreement (the "**Amendment**").

NOW THEREFORE, in consideration of the covenants and agreements set forth herein, the Parties covenant and agree as hereinafter provided.

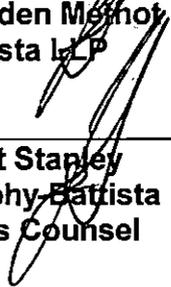
1. Capitalized terms used in this Amendment and not otherwise defined herein shall have the same meanings given to them in the Settlement Agreement.
2. The Plaintiffs and the Settling Defendant hereby agree that Appendix 2 attached to the Settlement Agreement is deleted in its entirety and replaced with the Appendix 2 (Amended) attached to this Amendment.
3. The Settlement Agreement is amended only to the extent provided in this Amendment and all provisions of the Settlement Agreement, as amended by this Amendment, are confirmed and are in full force and effect.
4. This Amendment may be executed in counterparts, all of which taken together will be deemed to constitute one and the same agreement, and a facsimile or PDF signature shall be deemed to be an original signature for purposes of executing this Amendment.

The Parties have executed this Amendment as of the date first stated above.

FOR THE PLAINTIFFS AND FOR CLASS COUNSEL

  
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**Robert Rorison by his representative Murphy  
Battista LLP**

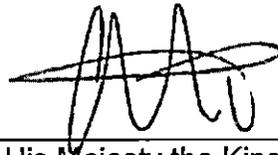
  
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**Brayden Mesnot by his representative Murphy  
Battista LLP**

  
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**Scott Stanley  
Murphy Battista LLP  
Class Counsel**

**His Majesty the King in Right of the Province of British Columbia**

Name of Authorized Signatory Chantelle Rajotte, K.C.

Signature of Authorized  
Signatory:

A handwritten signature in black ink, appearing to be 'Chantelle Rajotte', written over a horizontal line.

His Majesty the King in Right of the Province of  
British Columbia

## **APPENDIX 2 (AMENDED)**

### **Distribution Protocol**

#### ***Cy Près* Donation**

1. The *Cy Près* Donation will be divided as follows between the following recipients:
  - a. Hope Air – 12.5%
  - b. Food Banks BC – 12.5%
  - c. Honour House Society – 12.5%
  - d. Rise Women’s Legal Centre – 12.5%
  - e. BC Rent Bank – 12.5%
  - f. Ronald McDonald House BC & Yukon – 12.5%
  - g. Mothers Against Drunk Driving (MADD Canada) – 12.5%
  - h. Parachute Leaders in Injury Prevention – 12.5%.
2. Each payment in furtherance of the above distribution will be made payable to the legal name of each recipient as provided by that recipient.
3. In the event that the Court does not approve one or more of the above recipients, then the funds available for donation will be distributed rateably to the approved recipients.