

**SNC-LAVALIN GROUP INC. SECURITIES LITIGATION
SETTLEMENT AGREEMENT**

Made as of August 13, 2018

BETWEEN

**THE TRUSTEES OF THE DRYWALL ACOUSTIC LATHING AND INSULATION
LOCAL 675 PENSION FUND, 0793094 B.C. LTD. and JEAN-PAUL DELAIRE**

("Plaintiffs")

- and -

**SNC-LAVALIN GROUP INC., IAN A. BOURNE, DAVID GOLDMAN, PATRICIA A.
HAMMICK, PIERRE H. LESSARD, EDYTHE MARCOUX, LORNA R. MARSDEN,
CLAUDE MONGEAU, GWYN MORGAN, MICHAEL D. PARKER, HUGH D. SEGAL,
LAWRENCE N. STEVENSON, GILLES LARAMEE, MICHAEL NOVAK, PIERRE
DUHAIME, RIADH BEN AISSA and STEPHANE ROY**

("Defendants")

TABLE OF CONTENTS

SECTION 1 - RECITALS5

SECTION 2 - DEFINITIONS8

SECTION 3 - APPROVAL AND NOTICE PROCESS.....15

 3.1 Best Efforts15

 3.2 First Notice Motion16

 3.3 Approval Motion and Notice16

SECTION 4 - SETTLEMENT BENEFITS.....16

 4.1 Payment of Settlement Funds16

 4.2 Settlement Funds to be Held in Trust18

 4.3 Taxes on Interest18

SECTION 5 - NO REVERSION.....19

SECTION 6 - DISTRIBUTION OF THE SETTLEMENT FUNDS.....19

SECTION 7 - EFFECT OF SETTLEMENT20

 7.1 No Admission of Liability20

 7.2 Agreement Not Evidence.....20

 7.3 Restrictions on Further Litigation.....21

SECTION 8 - TERMINATION OF THE AGREEMENT.....21

 8.1 General.....21

 8.2 Allocation of Monies in the Escrow Account Following Termination.....23

 8.3 Disputes Relating to Termination.....23

 8.4 No Right to Terminate.....23

SECTION 9 - DETERMINATION THAT THE SETTLEMENT IS FINAL.....24

SECTION 10 - RELEASES AND JURISDICTION OF THE COURTS.....24

10.1	Release of Releasees	24
10.2	No Further Claims	24
10.3	Dismissal of the Actions.....	25
SECTION 11 - ADMINISTRATION.....		25
11.1	Appointment of the Administrator	25
11.2	Information and Assistance from the Defendants	25
11.3	Claims Process.....	26
11.4	Disputes Concerning the Decisions of the Administrator	26
11.5	Conclusion of the Administration.....	27
SECTION 12 - THE FEE AGREEMENT AND CLASS COUNSEL FEES.....		28
12.1	Motion for Approval of Class Counsel Fees	28
12.2	Payment of Class Counsel Fees.....	29
SECTION 13 - MISCELLANEOUS.....		29
13.1	Motions for Directions.....	29
13.2	Defendants Have No Responsibility or Liability for Administration.....	29
13.3	Headings, etc.	29
13.4	Governing Law.....	30
13.5	Severability.....	31
13.6	Entire Agreement.....	31
13.7	Binding Effect	31
13.8	Survival.....	32
13.9	Negotiated Agreement.....	32
13.10	Recitals.....	32
13.11	Acknowledgements	32

13.12	Counterparts.....	33
13.13	Notice.....	33
13.14	Date of Execution.....	35

SETTLEMENT AGREEMENT

Subject to the approval of both of the Courts as provided herein, the Plaintiffs and the Defendants hereby agree that in consideration of the promises and covenants set forth in this Agreement and upon the Approval Orders becoming Final Orders, these Actions will be settled and compromised, and the Settlement implemented, pursuant to the terms and conditions contained herein.

SECTION 1- RECITALS

WHEREAS:

- A. On March 1, 2012, the Québec Plaintiff commenced the Québec Action on behalf of the Québec Class against SNC and the Individual Defendants alleging, among other things, material misrepresentations in certain of SNC's public disclosures released during the Class Period.
- B. On June 29, 2012, the Ontario Court consolidated the actions of the Ontario Plaintiffs into a single action brought on behalf of the Ontario Class, alleging misrepresentations made in certain of SNC's public disclosures released during the Class Period (now, the **Ontario Action**).
- C. By order dated September 19, 2012, the Ontario Court granted the Ontario Plaintiffs leave under Part XXIII.1 of the Ontario *Securities Act* and certified the Ontario Action as a class proceeding and appointed the Ontario Plaintiffs as representative plaintiffs.

- D. By order dated January 24, 2013, the Québec Court authorized the Québec Plaintiff to pursue the Québec Action under the secondary market liability provisions of the Québec *Securities Act* and as a class proceeding.
- E. By orders of the Courts, the right for putative Class Members to opt out of the Actions expired on May 8, 2013.
- F. 153 persons who would otherwise have been Class Members validly exercised the right to opt out of the Actions, excluding them from further participation in the Actions and the Settlement.
- G. The Parties have engaged in years of hard-fought litigation in the Ontario Court, including numerous contested motions, appeals, the production of voluminous documentary discovery, and the completion of more than 40 days of oral discovery.
- H. The Parties have engaged in hard-fought arm's length negotiations, including multiple mediation sessions before the Honourable Warren K. Winkler (ret.).
- I. The Defendants have denied and continue to deny the Plaintiffs' claims in the Actions, have vigorously denied any wrongdoing or liability of any kind whatsoever, have asserted and would have actively and diligently pursued affirmative defences and other defences had these Actions not been settled.
- J. The Plaintiffs, with the benefit of advice from Class Counsel and based upon an analysis of the facts and law applicable to the issues in this Actions, taking into

account the burdens, complexities, risks and expense of continued litigation, the estimated total damages suffered by Class Members, legal limitations on the value of the claims advanced, the value of an early settlement as well as the fair, cost-effective and assured method of resolving the claims of the Class, have concluded that settlement on the terms set out in this Agreement is fair, reasonable and in the best interests of the Class.

- K. The Defendants, similarly, have concluded that settlement on the terms set out in this Agreement is desirable in order to avoid the time, risk and expense of continuing with the Actions, including any potential appeals, and to resolve finally and completely the pending claims raised in the Actions.
- L. As hereinafter provided, the Parties intend to and hereby do finally resolve these Actions and all the claims that were or could have been asserted in the Actions against the Defendants, without any admission of liability or wrongdoing whatsoever by the Defendants, or any of them, with prejudice and without costs, subject to the approval of this Agreement by the Courts.

NOW THEREFORE, in consideration of the covenants, agreements and releases set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree that this Agreement represents the agreement between the Parties to resolve and release, fully and finally, in accordance with the terms more particularly set out herein, all Released Claims, and subject to the approval of the Courts as provided herein, to obtain Approval Orders that are Final

Orders dismissing the Ontario Action as against the Defendants with prejudice and without costs and declaring the Quebec Action settled out of Court in capital, all applicable taxes, interest and costs.

SECTION 2 - DEFINITIONS

In this Settlement Agreement, including the Recitals and Schedules hereto:

- (1) *Action* or *Actions* means, as the context requires, either or both of the Ontario Action and the Québec Action.
- (2) *Administration Expenses* means all fees, disbursements, expenses, costs, taxes and any other amounts incurred or payable in relation to the notice, approval, implementation and administration of the Settlement, including the costs of publishing and delivery of notices, fees, disbursements and taxes paid to the Administrator, and any other expenses approved by the Courts which shall be paid from the Settlement Funds in accordance with Section 4.1. For greater certainty, Administration Expenses do not include Class Counsel Fees.
- (3) *Administrator* means the third party professional firm and any employees of such firm, selected at arm's length by Class Counsel, and appointed by the Courts to do any one or more of the following:
 - (a) facilitate dissemination of the First Notice;
 - (b) facilitate dissemination of the Second Notice;
 - (c) receive and review claims and administer the Settlement Fund in accordance with the Distribution Protocol; and

- (d) report to the Parties and the Courts on the administration of the Settlement.
- (4) *Agreement* means this settlement agreement.
- (5) *Approval Motion* or *Approval Motions* means, as the context requires, one or both of the Ontario Approval Motion and the Québec Approval Motion.
- (6) *Approval Order* or *Approval Orders* means, as the context requires, the orders made by each of the Courts:
 - (a) approving the Settlement;
 - (b) approving the form of the Second Notice;
 - (c) approving the Plan of Notice for the purpose of the publication and dissemination of the Second Notice;
 - (d) approving a Distribution Protocol; and
 - (e) dismissing the Ontario Action as against the Defendants without costs and with prejudice or declaring the Quebec Action settled out of court in capital, all applicable taxes, interest and costs on the Effective Date or as fixed by the Court.
- (7) *Authorized Claimant* means any Class Member who has submitted a completed Claim Form which, pursuant to the terms of the Agreement and the Distribution Protocol, has been approved for compensation by the Administrator in accordance with the Distribution Protocol.
- (8) *Claim Form* means the form to be approved by the Court which, when completed and submitted in a timely manner to the Administrator,

constitutes a Class Member's claim for compensation pursuant to the Settlement.

- (9) *Claims Bar Deadline* means the date by which each Class Member must file a Claim Form and all supporting documentation with the Administrator; which date shall be one hundred and twenty (120) days after the Second Notice Date or such other date as may be fixed by the Courts.
- (10) *Class* or *Class Members* means, as the context requires, members of either or both of the Ontario Class or the Québec Class.
- (11) *Class Counsel* means Siskinds LLP, Siskinds Desmeules Avocats s.e.n.c.r.l. and Rochon Genova LLP.
- (12) *Class Counsel Fees* means the fees, disbursements, costs, interest thereon in accordance with, as the context requires, the *Class Proceedings Act, 1992*, SO 1992, c 6, s 33(7)(c), and/or the *Code of Civil Procedure*, chapter C-25.01 plus HST and other applicable taxes or charges of Class Counsel as approved by the Courts.
- (13) *Class Period* means the period from and including November 6, 2009 to and including February 27, 2012.
- (14) *Court* or *Courts* means, as the context requires, the Ontario Court and/or the Québec Court.
- (15) *CPA* means the *Class Proceeding Act, 1992*, S.O. 1992, c. 6, as amended.
- (16) *Defendant* means any of the defendants named in the Ontario Action, which includes any of the Defendants named in the Québec Action.

- (17) *Distribution Protocol* means the distribution plan stipulating the proposed distribution of the Net Settlement Amount in the form approved by the Courts.
- (18) *Effective Date* means the first date on which each of the Approval Orders has become a Final Order.
- (19) *Eligible Securities* means the common shares of SNC listed on the Toronto Stock Exchange that were acquired by a Class Member during the Class Period and still held at the close of trading on the Toronto Stock Exchange on February 27, 2012.
- (20) *Escrow Account* means an interest bearing trust account at a Canadian Schedule 1 bank in Ontario initially under the control of Siskinds, until such time as the last Approval Order is entered following which it shall be transferred to the Administrator appointed pursuant to the First Notice Order.
- (21) *Escrow Settlement Funds* means the Settlement Amount plus any interest accruing thereon in the Escrow Account.
- (22) *Excluded Persons* means SNC's past and present subsidiaries, affiliates, officers, directors, legal representatives, heirs, predecessors, successors and assigns, and any spouse or child of the Individual Defendants, and any person who validly opted out of the Classes.
- (23) *Final Order* means any order contemplated by this Agreement from which no appeal lies or in respect of which any right of appeal has expired without the initiation of proceedings in respect of that appeal such as the delivery of a notice of motion for leave to appeal or a notice of appeal.

- (24) *First Notice* means the Notice of the pendency of the Approval Motions substantially in the forms attached as **Schedules “A”** and **“B”** hereto.
- (25) *First Notice Motion* or *First Notice Motions* means a motion to be brought by the Plaintiff in each of the Courts for the First Notice Orders.
- (26) *First Notice Order* means, as the context requires, the Ontario First Notice Order and/or the Québec First Notice order, each of which shall contain provisions:
- (a) appointing the Administrator;
 - (b) approving the form, content and method of dissemination of the First Notice; and
 - (c) fixing the date for the Approval Motion in the Court issuing the First Notice Order.
- (27) *Individual Defendants* means the Defendants other than SNC.
- (28) *Long Form Notice of Settlement* means notice to the Class of the Approval Orders substantially in the form attached as **Schedule “F”** hereto or as fixed by the Courts.
- (29) *Net Settlement Amount* means the amount available in the Escrow Account for distribution pursuant to the Distribution Protocol after payment of all Class Counsel Fees and Administration Expenses and other amounts contemplated by paragraphs 6(1)(a)-(d) hereof.
- (30) *Ontario Action* means the Action in the Ontario Court in Court File No. CV-12-453236-00CP.

- (31) *Ontario Approval Motion* means the motion by to be brought by the Ontario Plaintiffs for the Ontario Approval Order.
- (32) *Ontario Approval Order* means the Approval Order to be sought from the Ontario Court substantially in the form attached as **Schedule "H"**.
- (33) *Ontario Class* means the class certified by the Ontario Court in the Ontario Action, namely all persons, wherever they may reside or be domiciled, who acquired securities of SNC during Class Period, except for Québec Class Members and Excluded Persons.
- (34) *Ontario Court* means the Ontario Superior Court of Justice.
- (35) *Ontario First Notice Order* means the First Notice Order to be sought from the Ontario Court substantially in the form attached as Schedule **"C"**.
- (36) *Ontario Plaintiffs* means The Trustees of the Drywall Acoustic Lathing and Insulation Local 675 Pension Fund and 0793094 B.C. Ltd.
- (37) *Parties* mean the Plaintiffs and the Defendants.
- (38) *Plaintiff* or *Plaintiffs* means, as the context requires, the Ontario Plaintiffs and/or the Québec Plaintiff.
- (39) *Plan of Notice* means the plan for disseminating the First Notice and Second Notice to the Class substantially in the form attached as **Schedule "G"** hereto or as fixed by the Courts.
- (40) *Québec Action* means the Action in the Québec Court in Court File No. 500-06-000650-131.

- (41) *Québec Approval Motion* means the motion to be brought by the Québec Plaintiff for the Québec Approval Order.
- (42) *Québec Approval Order* means the Approval Order to be sought and obtained from the Québec Court, substantially in the form attached as **Schedule "I"**.
- (43) *Québec Class* means the class certified by the Québec Court in the Québec Action, namely all persons who acquired securities of SNC during the Class Period, who were resident or domiciled in the Province of Québec at the time they acquired such securities, and who are not precluded from participating in a Québec class action by virtue of Article 999 of the *Québec Code of Civil Procedure*, except for the Excluded Persons.
- (44) *Québec Court* means the Superior Court of Québec.
- (45) *Québec First Notice Order* means the First Notice Order to be sought from the Québec Court substantially in the form attached as Schedule **"D"**.
- (46) *Québec Plaintiff* means Jean-Paul Delaire, the plaintiff in the Québec Action.
- (47) *Released Claims* (or Released Claim in the singular) means any and all claims, demands, actions, suits, causes of action, whether class, individual or otherwise in nature, including assigned claims, whether known or unknown, asserted or unasserted, regardless of the legal theory, existing now or arising in the future by any and all of the Plaintiffs or the Class Members, arising out of or relating in any way to the acquisition, purchase, sale, retention, pricing, marketing or distribution of Eligible Securities during the Class Period and any claims which were raised or could have been raised in the Actions. Released Claims include, without limitation, all claims for damages including, but not limited to punitive,

aggravated, statutory and other multiple damages or penalties of any kind; or remedies of whatever kind or character, known or unknown, that are now recognized by law or equity or that may be created and recognized in the future by statute, regulation, judicial decision, or in any other manner; injunctive and declaratory relief; economic or business losses or disgorgement of revenues or profits; costs or lawyers' fees; and prejudgment and post-judgment interest.

- (48) *Releasees* means the Defendants and, as applicable, each of their respective direct and indirect subsidiaries, affiliates, and divisions, along with each of their respective current and former officers, directors, employees, trustees, representatives, lawyers, agents, insurers, and re-insurers; any and all predecessors, successors, and/or shareholders of the Defendants and each of their direct and indirect subsidiaries, affiliates, and divisions; and each of the Defendants' respective heirs, executors, trustees, administrators and assigns.
- (49) *Releasers* means the Plaintiffs, the Class Members, including any person having a legal and/or beneficial interest in the Eligible Securities purchased or acquired by Class Members, and their respective heirs, executors, trustees, administrators, assigns, attorneys, representatives, partners and insurers and their predecessors, successors, heirs, executors, trustees, administrators and assignees.
- (50) *Second Notice* means the Short Form Notice of Settlement and the Long Form Notice of Settlement.
- (51) *Settlement* means the settlement provided for in this Agreement.
- (52) *Settlement Amount* means CAD\$110,000,000.00, inclusive of Administration Expenses, Class Counsel Fees, and any other costs or

expenses otherwise related to the Actions, of which \$88,000,000 is being contributed by SNC on its own behalf and \$22,000,000 is being contributed by the Defendants' insurers on behalf of the Individual Defendants, each on a several basis.

(53) *Short Form Notice of Settlement* means summary notice to the Class of the Approval Order substantially in the form attached as **Schedule "E"** hereto or as fixed by the Courts.

(54) *Siskinds* means Siskinds LLP.

(55) *SNC* means the Defendant SNC-Lavalin Group Inc.

SECTION 3 - APPROVAL AND NOTICE PROCESS

3.1 Best Efforts

(1) The Parties shall use their best efforts to implement this Settlement, secure the prompt complete and final dismissal of the Actions, and to secure the Approval Orders.

(2) Until the Approval Orders become Final Orders or the termination of this Agreement, whichever occurs first, the Parties agree to hold in abeyance all steps in the Actions, other than the motions provided for in this Agreement and such other matters required to implement the terms of this Agreement.

3.2 First Notice Motion

(1) The Plaintiffs will, as soon as is reasonably practicable, bring the First Notice Motions. The Defendants will consent to the issuance of the First Notice Orders. The First Notice Order in the Ontario Action shall be substantially in the form attached as Schedule "C". The First Notice Order

in the Québec Action shall mirror, to the extent possible, the substance of the First Notice Order in the Ontario Action.

- (2) Upon entry of the last First Notice Order, the Administrator shall cause the First Notice to be published in accordance with the Plan of Notice and the directions of the Courts. The costs of publishing the First Notice shall be paid from the Escrow Account as and when incurred.

3.3 Approval Motion and Notice

- (1) The Plaintiffs will thereafter bring the Approval Motions before the Courts in accordance with the Courts' directions. The Defendants will consent to the issuance of the Approval Order. The Approval Order in the Ontario Action shall be substantially in the form attached as Schedule "H". The Approval Orders in the Québec Action shall mirror, to the extent possible, the substance of the Approval Orders in the Ontario Action.
- (2) Upon the granting of the Approval Orders, the Administrator shall cause the Second Notice to be published and disseminated in accordance with the Plan of Notice as approved by the Courts. The costs of publishing the Second Notice shall be paid from the Escrow Account as and when incurred.

SECTION 4 - SETTLEMENT BENEFITS

4.1 Payment of Settlement Amount

- (1) SNC shall pay \$88,000,000 and it shall cause the Defendants' insurers to pay \$22,000,000 (in total, the **Settlement Amount**) for the benefit of the Class Members in full and final settlement of the Released Claims, as follows, in proportion to their respective contributions to the Settlement Amount:

- (a) the amount of \$1,500,000.00 shall be paid within thirty (30) days of execution of the Agreement, to Siskinds, in trust, to be deposited into the Escrow Account from which funds shall be paid toward Administration Expenses incurred prior to the issuance of the Approval Orders; and
- (b) the amount of \$108,500,000.00 shall be paid within ten (10) days of the issuance of the last Approval Order to the Administrator, in trust, to be held in the Escrow Account for the benefit of the Class Members and disbursed in accordance with this Agreement and the Approval Orders.
- (2) Upon the issuance of the Approval Orders, Siskinds shall transfer control of the Escrow Account to the Administrator.
- (3) The Settlement Amount and other valuable consideration set forth in the Agreement shall be provided in full satisfaction of the Released Claims against the Releasees.
- (4) Neither the Defendants nor the Defendants' insurers or re-insurers shall have any obligation to pay any further amount to the Plaintiffs, the Class Members or Class Counsel with respect to this Agreement or the Actions for any reason whatsoever, including any amount for damages, interest, legal fees (including Class Counsel Fees), disbursements, taxes of any kind, costs and expenses relating in any way to the Action, the Released Claims, the Settlement, and Administration Expenses.
- (5) Siskinds shall account to the Administrator for all payments made from the Escrow Account prior to the transfer of the Escrow Account to the Administrator. The Administrator shall provide an accounting to the Parties for all payments made from the Escrow Account, whether made by Siskinds or the Administrator. In the event this Agreement is terminated, Siskinds or the Administrator, whichever then has control of the Escrow

Account, shall deliver an accounting to the Parties no later than ten (10) days after the termination.

- (6) Siskinds shall not pay out any of the monies in the Escrow Account except in accordance with this Agreement, or in accordance with an order of the Courts obtained after notice to the Parties.
- (7) Any dispute concerning the entitlement to or quantum of expense incurred in the publication and dissemination of First Notice, or by the Administrator subsequently, shall be dealt with by a motion to the Ontario Court on notice to the Parties.

4.2 Settlement Amount to be Held in Trust

- (1) Prior to the issuance of the Approval Orders, Siskinds shall maintain the Escrow Account and hold the Settlement Amount in trust as provided for in this Agreement. After the date that is ten (10) days after the issuance of the last Approval Order, the Administrator shall maintain the Escrow Account in an account at a Canadian Schedule 1 bank in Ontario under the control of the Administrator and hold the Settlement Amount in trust as provided for in this Agreement. No amount shall be paid out from the Escrow Account by either Siskinds or the Administrator, except in accordance with this Agreement, or in accordance with an order of the Court obtained on notice to the Parties.

4.3 Taxes on Interest

- (1) Except as expressly provided herein all interest earned on the Settlement Amount shall accrue to the benefit of the Class and shall become and remain part of the Escrow Account.
- (2) Subject to subsection 4.3(3), all taxes payable on any interest which accrues on or otherwise in relation to the Settlement Amount in the

Escrow Account shall be the exclusive responsibility of the Class. The Administrator shall be responsible for fulfilling all tax reporting and payment requirements arising from the Settlement Amount in the Escrow Account, including any obligation to report taxable income and make tax payments. All taxes (including interest and penalties) due with respect to the income earned by the Settlement Amount shall be paid from the Escrow Account.

- (3) The Defendants and their insurers shall have no responsibility to make any filings relating to the Escrow Account, to pay tax on any income earned by the Settlement Amount, or to pay any taxes on the monies in the Escrow Account, unless this Agreement is terminated, in which case any interest earned on the Settlement Amount in the Escrow Account shall be paid to SNC and the Defendants' insurers in accordance with and in proportion to their respective contributions to the Settlement Amount who, in such case, shall be responsible for the payment of any taxes on such interest not previously paid.

SECTION 5 - NO REVERSION

- (1) Unless this Agreement is terminated as provided herein, SNC and the Defendants' Insurers shall not be entitled to the repayment from the Plaintiffs of any portion of the Settlement Amount. In the event this Agreement is terminated, SNC and the Defendants' Insurers shall be entitled to the repayment only to the extent of and in accordance with the terms provided herein.

SECTION 6 - DISTRIBUTION OF THE SETTLEMENT AMOUNT

- (1) On or after the Effective Date, the Administrator shall distribute the Net Settlement Amount in accordance with the following priorities:

- (a) to pay Class Counsel Fees as awarded by the Courts;
 - (b) to pay all of the costs and expenses reasonably and actually incurred in connection with the provision of the Second Notice;
 - (c) to pay all of the Administration Expenses. For greater certainty, the Defendants and the Class are specifically excluded from eligibility for any payment of costs and expenses under this subsection;
 - (d) to pay any taxes required by law to be paid to any governmental authority; and
 - (e) to pay a *pro rata* share of the balance of the Settlement to each Authorized Claimant in proportion to his, her or its claim as recognized in accordance with the Distribution Protocol.
- (2) Class Counsel shall propose for approval by the Courts a Distribution Protocol in the form attached as Schedule “J” or such other form as Class Counsel may advise. The approval of the Distribution Protocol may be considered separately from the approval of the Settlement and is not a condition of the approval of the Settlement itself.

SECTION 7 - EFFECT OF SETTLEMENT

7.1 No Admission of Liability

- (1) Whether or not this Agreement is terminated, this Agreement, anything contained in it, any and all negotiations, discussions, and communications associated with this Agreement, shall not be deemed, construed or interpreted as a concession or admission of wrongdoing or liability by the Releasees, or as a concession or admission by the Releasees of the truthfulness of any claim or allegation asserted in this Action. Neither this Agreement nor anything contained herein shall be used or construed as an

admission by the Releasees of any fault, omission, liability or wrongdoing in connection with any disclosure document or oral statement at issue in the Action.

7.2 Agreement Not Evidence

- (1) The Parties agree that, whether or not it is terminated, unless otherwise agreed, this Agreement and anything contained herein, any and all negotiations, documents, discussions and proceedings associated with this Agreement, and any action taken to implement this Agreement, shall not be referred to, offered as evidence or received as evidence or interpreted in this Action or in any other current or future civil, criminal, quasi-criminal, administrative action, disciplinary investigation or other proceeding as any presumption, concession or admission:
 - (a) of the validity of any claim that has been or could have been asserted in the Actions by the Plaintiff against the Defendants, or the deficiency of any defence that has been or could have been asserted in the Actions;
 - (b) of wrongdoing, fault, neglect or liability by the Defendants; and
 - (c) that the consideration to be given hereunder represents the amount that could be or would have been recovered in the Actions after trial.
- (2) Notwithstanding Section 7.2(1), this Agreement may be referred to or offered as evidence in order to obtain the orders or directions from the Courts contemplated by this Agreement, in a proceeding to approve or enforce this Agreement, to defend against the assertion of Released Claims, in any coverage litigation or proceeding, between or among SNC, any Individual Defendants, any other past, present or future directors or

officers of SNC on the one hand, and the Defendants' insurers, on the other hand, or as otherwise required by law.

7.3 Restrictions on Further Litigation

- (1) Upon the Effective Date, the Releasors and Class Counsel shall not now or hereafter institute, continue, maintain or assert, either directly or indirectly, whether in Canada or elsewhere, on their own behalf or on behalf of any class or any other person, any action, suit, cause of action, claim or demand against any Releasee or any other person who may claim contribution or indemnity or other claims over for relief from any Releasee in respect of any Released Claim.

SECTION 8- TERMINATION OF THE AGREEMENT

8.1 General

- (1) This Agreement shall automatically terminate if:
 - (a) following the return of each of the Approval Motions, the Courts issue orders which are not substantially in the form of the Approval Orders, and such orders become Final Orders; or
 - (b) an Approval Order is reversed on appeal and the reversal becomes a Final Order.
- (2) In the event this Agreement is terminated in accordance with its terms:
 - (a) the Parties will be restored to their respective positions prior to the execution of this Agreement;
 - (b) any Approval Order which has been granted will be null and void and set aside on the consent of the Parties;

- (c) the Escrow Settlement Funds will be returned to SNC and the Defendants' insurers in proportion to their respective contributions to the Settlement Amount;
 - (d) this Agreement will have no further force and effect and no effect on the rights of the Parties except as specifically provided for herein;
 - (e) any costs reasonably incurred and paid out of the Escrow Account for performing the services required to prepare to implement this Settlement, and amounts paid for the publication and dissemination of notices are non-recoverable from the Plaintiffs, the Class Members, the Administrator or Class Counsel; and
 - (f) this Agreement will not be introduced into evidence or otherwise referred to in any litigation against the Defendants.
- (3) Notwithstanding the provisions of Section 8.2(2)(d), if this Agreement is terminated, the provisions of this Section 8 and Sections 1, 2, 4.1(4), 4.3(2), 4.3(3), 5, 7.1, 7.2, and 13 shall survive termination and shall continue in full force and effect.

8.2 Allocation of Monies in the Escrow Account Following Termination

- (1) In the event this Agreement is terminated, Siskinds or the Administrator, whichever then has control of the Escrow Account, shall deliver an accounting to the Ontario Plaintiffs, the Québec Plaintiff and SNC no later than ten (10) days after the termination.
- (2) If this Agreement is terminated, SNC shall apply to the Courts for orders:
 - (a) declaring this Agreement null and void and of no force or effect except for the provisions listed in subsection 8.1(3);

- (b) giving directions as to whether a notice of termination shall be sent out to the Class Members and, if so, the form and method of disseminating such a notice including who should pay for such notice; and
- (c) authorizing the repayment of all remaining funds in the Escrow Account, including accrued interest, to SNC and the Defendants' Insurers, less any amounts required for the dissemination of notice to the Class, if any, under subsection 8.2(2)(b), in proportion to their respective contributions to the Settlement Amount.

8.3 Disputes Relating to Termination

- (1) If there is any dispute about the termination of this Agreement, the Ontario Court shall determine any dispute by motion made by a Party on notice to the other Parties.

8.4 No Right to Terminate

- (1) For greater certainty, no dispute or disagreement among the Plaintiff and/or members of the Class or any of them about the proposed distribution of the Settlement Funds or the Distribution Protocol shall give rise to a right to terminate this Agreement.

SECTION 9- DETERMINATION THAT THE SETTLEMENT IS FINAL

- (1) The Settlement shall be considered final on the Effective Date.

SECTION 10 - RELEASES AND JURISDICTION OF THE COURTS

10.1 Release of Releasees

- (1) As of the Effective Date, and in consideration of payment of the Settlement Amount and for other valuable consideration set forth in this Agreement, the Releasers forever and absolutely release, waive and

discharge the Releasees from the Released Claims that any of them, whether directly, indirectly, or in any other capacity ever had, now have or hereafter can, shall or may have.

- (2) The Releasors acknowledge that they may hereafter discover facts in addition to or different from those facts which they know or believe to be true with respect to the Actions and the subject matter of this Agreement, and that it is their intention to release fully, finally and forever all Released Claims, and in furtherance of such intention, this release and, subject to the provisions of Section 8, this Agreement shall be and remain in effect notwithstanding the discovery or existence of any such additional or different facts.

10.2 No Further Claims

- (1) As of the Effective Date, the Releasors and Class Counsel shall not now or hereafter institute, continue, maintain or assert, either directly or indirectly, on their own behalf or on behalf of any class or any other person, any action, suit, cause of action, claim or demand against any of the Releasees or any other person who may claim contribution or indemnity from any of the Releasees in respect of any Released Claim.
- (2) For further certainty, nothing in this Agreement shall be construed as releasing any claim that each of the Releasees may have against any other Releasee.

10.3 Dismissal of the Actions

- (1) As of the Effective Date, the Ontario Action shall be dismissed as against the Defendants with prejudice and without costs and the Quebec Action shall be declared settled out of court in capital, all applicable taxes, interest and costs.

SECTION 11- ADMINISTRATION

11.1 Appointment of the Administrator

- (1) By order of the Court, the Administrator will be appointed to serve until such time as the Settlement Funds are distributed in accordance with the Distribution Protocol, to implement this Agreement and the Distribution Protocol, on the terms and conditions and with the powers, rights, duties and responsibilities set out in this Agreement and in the Distribution Protocol.

11.2 Information and Assistance from the Defendants

- (1) SNC shall, forthwith and prior to the hearing of the First Notice Motions, authorize and direct its transfer agent to deliver an electronic list of all persons identified in its records who may be Class Members, along with such information as may be available to facilitate the delivery of notice to those persons to the Administrator. The reasonable fees and expenses required to be paid to SNC's transfer agent so as to accomplish this shall be paid as an Administration Expense from the Escrow Account.
- (2) The Administrator may use the information obtained under Section 11.2(1) for the purpose of delivering the First Notice and Second Notice and for the purposes of administering and implementing this Agreement, the Plan of Notice and the Distribution Protocol.
- (3) Any information obtained or created in the administration of this Agreement is confidential and, except as required by law, shall be used and disclosed only for the purpose of distributing notices and the administration of this Agreement and the Distribution Protocol.

11.3 Claims Process

- (1) In order to seek payment from the Settlement Funds, a Class Member shall submit a completed Claim Form to the Administrator, in accordance with the provisions of the Distribution Protocol, on or before the Claims Bar Deadline. From and after the Effective Date, Class Members shall be bound by the terms of the Settlement regardless of whether they submit a completed Claim Form or receive payment from the Settlement Funds.
- (2) In order to remedy any deficiency in the completion of a Claim Form, the Administrator may require and request that additional information be submitted by a Class Member who submits a Claim Form. Such Class Members shall have until the later of sixty (60) days from the date of the request from the Administrator or the Claims Bar Deadline to rectify the deficiency. Any person who does not respond to such a request for information within this period shall be forever barred from receiving any payments pursuant to the Settlement, subject to any order of the Court to the contrary, but will in all other respects be subject to and bound by the provisions of this Agreement and the releases contained herein.
- (3) By agreement between the Administrator and Class Counsel and on Notice to Counsel for SNC, the Claims Bar Deadline may be extended. Class Counsel and the Administrator shall agree to extend the Claims Bar Deadline if, in their opinions, doing so will not adversely affect the efficient administration of the Settlement and it is in the best interests of the Class to do so.

11.4 Disputes Concerning the Decisions of the Administrator

- (1) In the event that a Class Member disputes the Administrator's decision, whether in whole or in part, an Ontario Class Member may appeal the decision to the Ontario Court and a Québec Class Member may appeal the

decision to the Québec Court. The decision of the Court will be final with no right of appeal. If the Class Member is both an Ontario Class Member and a Québec Class Member, the Class Member may elect to appeal to either Court.

- (2) No action shall lie against Class Counsel or the Administrator for any decision made in the administration of this Agreement and Distribution Protocol without an order from a Court authorizing such an action.

11.5 Conclusion of the Administration

- (1) Following the Claims Bar Deadline, and in accordance with the terms of this Agreement, the Distribution Protocol, and such further approval or order of the Court as may be necessary, or as circumstances may require, the Administrator shall distribute the Net Settlement Amount to Authorized Claimants.
- (2) No claims or appeals shall lie against Class Counsel or the Administrator based on distributions made substantially in accordance with this Agreement, the Distribution Protocol, or with any other order or judgment of the Courts.
- (3) If the Escrow Account is in a positive balance (whether by reason of tax refunds, un-cashed cheques or otherwise) after one hundred eighty (180) days from the date of distribution of the Net Settlement Amount to the Authorized Claimants, any balance sufficient, in the opinion of Class Counsel and the Administrator acting reasonably, to warrant further distribution shall be allocated among the Authorized Claimants to the extent reasonably possible. In the event that the balance remaining in the Escrow Account is not sufficient to warrant a further distribution, the balance shall be distributed *cy pres* to a recipient approved by the Courts.

- (4) Upon conclusion of the administration, the Administrator shall provide an accounting to the Parties for all payments made from the Escrow Account.

SECTION 12 -- THE FEE AGREEMENT AND CLASS COUNSEL FEES

12.1 Motion for Approval of Class Counsel Fees

- (1) Immediately following the Approval Motions, Class Counsel may seek the approval of Class Counsel Fees to be paid as a first charge on the Settlement Funds. Class Counsel are not precluded from making additional applications to the Courts for expenses incurred as a result of implementing the terms of the Agreement.
- (2) The Defendants acknowledge that they are not parties to the motions concerning the approval of Class Counsel Fees, they will have no involvement in the approval process to determine the amount of Class Counsel Fees and they will not take any position or make any submissions to the Courts concerning Class Counsel Fees, except as requested and required by a Court.
- (3) The procedure for and the allowance or disallowance by the Courts of any requests for Class Counsel Fees to be paid out of the Settlement Funds are not part of the Settlement provided for herein, except as expressly provided in SECTION 6, and are to be considered by the Courts separately from its consideration of the fairness, reasonableness, and adequacy of the Settlement provided for herein.
- (4) Any order or proceeding relating to Class Counsel Fees, or any appeal from any order relating thereto or reversal or modification thereof, shall not operate to terminate or cancel this Agreement or affect or delay the finality of the Approval Orders and the Settlement of this Action provided herein.

12.2 Payment of Class Counsel Fees

- (1) In accordance with SECTION 6(1)(a) herein, on or after the Effective Date the Administrator shall pay from the Escrow Account to Class Counsel in trust the Class Counsel Fees approved by the Court.

SECTION 13 - MISCELLANEOUS

13.1 Motions for Directions

- (1) Any one or more of the Parties, Class Counsel, or the Administrator may apply to the Courts for directions in respect of any matter in relation to this Agreement and the Distribution Protocol. Unless a Court orders otherwise, motions for directions that do not relate to matters specific to the Québec Action shall be determined by the Ontario Courts.
- (2) All motions contemplated by this Agreement shall be on notice to the Parties.

13.2 Defendants Have No Responsibility or Liability for Administration

- (1) Except for the obligations in respect of the performance of the obligations under subsections 4.1(1) and 11.2(1), the Defendants and their insurers shall have no responsibility for and no liability whatsoever with respect to the administration or implementation of this Agreement and the Distribution Protocol, including, without limitation, the processing and payment of claims by the Administrator.

13.3 Headings, etc.

- (1) In this Agreement:
 - (a) the division of this Agreement into sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement;

- (b) the terms “the Agreement”, “this Agreement”, “herein”, “hereto” and similar expressions refer to this Agreement and not to any particular section or other portion of the Agreement;
 - (c) all amounts referred to are in lawful money of Canada; and
 - (d) “person” means any legal entity including, but not limited to, individuals, corporations, sole proprietorships, general or limited partnerships, limited liability partnerships or limited liability companies, by whatever name in the jurisdiction in which the person is domiciled.
- (2) In the computation of time in this Agreement, except where a contrary intention appears:
- (a) where there is a reference to a number of days between two events, they shall be counted by excluding the day on which the first event happens and including the day on which the second event happens, including all calendar days; and
 - (b) only in the case where the time for doing an act expires on a statutory holiday recognized in the Province of Ontario or Quebec, the act may be done on the next day that is not such a holiday.

13.4 Governing Law

- (1) This Agreement shall be governed by and construed and interpreted in accordance with the laws of the Province of Ontario.
- (2) The Parties agree that the Courts shall retain exclusive and continuing jurisdiction over the Actions, the Parties and the members of the Classes to interpret and enforce the terms, conditions and obligations under this Agreement and the Approval Orders.

13.5 Entire Agreement

- (1) This Agreement constitutes the entire agreement among the Parties and supersedes all prior and contemporaneous understandings, undertakings, negotiations, representations, promises, agreements, agreements in principle and memoranda of understanding in connection herewith. None of the Parties will be bound by any prior obligations, conditions or representations with respect to the subject matter of this Agreement, unless expressly incorporated herein. This Agreement may not be modified or amended except in writing and on consent of all Parties and any such modification or amendment which is material to the substance of the Settlement is subject to the approval of the Courts.

13.6 Binding Effect

- (1) If the Settlement is approved by the Courts and becomes final as contemplated in SECTION 9(1), this Agreement shall be binding upon and enure to the benefit of the Plaintiffs, the Class Members, the Defendants, Class Counsel, the Releasees and the Releasers, the insurers, or any of them, and all of their respective heirs, executors, predecessors, successors and assigns. Without limiting the generality of the foregoing, each and every covenant and agreement made herein by the Plaintiff shall be binding upon all Releasers and each and every covenant and agreement made herein by the Defendants shall be binding upon all of the Releasees.

13.7 Survival

- (1) The representations and warranties contained in this Agreement shall survive its execution and implementation.

13.8 Negotiated Agreement

- (1) This Agreement and the Settlement have been the subject of arm's length negotiations between the Parties through their representatives and on the advice of counsel. Each of the Parties has been represented and advised by competent counsel, so that any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafters of this Agreement shall have no force and effect. The Parties further agree that the language contained in or not contained in previous drafts of the Agreement shall have no bearing upon the proper interpretation of this Agreement.
- (2) The Parties acknowledge that they have required and consented that this Agreement and all related documents be prepared in English; les parties reconnaissent avoir demandé que le présent règlement et tous les documents connexes soient rédigés en anglais. Nevertheless, if required by the Courts, Class Counsel and/or a translation firm selected by Class Counsel shall prepare a French translation of the Agreement, the cost of which shall be paid from the Settlement Amount. In the event of any dispute as to the interpretation or application of this Agreement, only the English version shall govern.
- (3) The present Agreement constitutes a transaction in accordance with Articles 2631 and following of the Civil Code of Quebec and the Parties are hereby renouncing any errors or fact, of law and/or calculation.

13.9 Recitals

- (1) The recitals to this Agreement are true, constitute material and integral parts hereof and are fully incorporated into and form part of this Agreement.

13.10 Schedules

- (1) The schedules annexed hereto form part of this Agreement.

13.11 Acknowledgements

- (1) Each Party hereby affirms and acknowledges that:
 - (a) its signatory has the authority to bind the Party for which it is signing with respect to the matters set forth herein and has reviewed this Agreement; and
 - (b) the terms of this Agreement and the effects thereof have been fully explained to it by counsel;
 - (c) he, she or its representative fully understands each term of this Agreement and its effect; and
 - (d) no Party has relied upon any statement, representation or inducement (whether material, false, negligently made or otherwise) of any other Party beyond the terms of the Agreement, with respect to the Party's decision to execute this Agreement

13.12 Counterparts

- (1) This Agreement may be executed in counterparts, all of which taken together will be deemed to constitute one and the same agreement, and a signature delivered by email or facsimile shall be deemed an original signature for purposes of executing this Agreement.

13.13 Notice

- (1) Any notice, instruction, motion for Court approval or motion for directions or Court orders sought in connection with this Agreement or any other report or document to be given by any party to any other party shall be in writing and delivered personally, by facsimile or e-mail during

normal business hours, or sent by registered or certified mail, or courier
postage paid:

For the Ontario Plaintiffs:

Michael G. Robb
Siskinds LLP

Telephone: (519) 660-7872

Joel P. Rochon
Rochon Genova LLP

Telephone: (416) 367-1867

Facsimile: (416) 594-4377
Email: michael.robb@siskinds.com

Facsimile: (416) 363-0263
Email: jrochon@rochongenova.com

For the Québec Plaintiff:

Michael G. Robb
Siskinds LLP

Telephone: (519) 660-7872
Facsimile: (519) 660-7873
Email: michael.robb@siskinds.com

Karim Diallo
Siskinds Desmeules Avocats s.e.n.c.r.l

Telephone: (418) 694-2009
Facsimile: (418) 694-0281
Email: karim.diallo@siskindsdesmeules.com

For SNC-Lavalin Group Inc., Ian A. Bourne, David Goldman, Patricia A. Hammick, Pierre H. Lessard, Edythe A. Marcoux, Lorna R. Marsden, Claude Mongeau, Gwyn Morgan, Michael D. Parker, Hugh D. Segal, and Lawrence N. Stevenson

Linda Fuerst
Norton Rose Fulbright Canada LLP

Telephone: (416) 216-2951
Facsimile: (416) 216-3930
Email: linda.fuerst@nortonrosefulbright.com

For Gilles Laramee

Clifford Lax Q.C.
Paul Fruitman
Lax O'Sullivan Lisus Gottlieb LLP

Telephone: (416) 598-0988
Facsimile: (416) 598-3730
Email: clax@counsel-toronto.com

For Michael Novak

Patricia Jackson
Rebecca Wise
Torys LLP

Telephone: (416) 865-7323
Facsimile: (416) 865-7380
Email: tjackson@torys.com

For Pierre Duhaime

Steven Sofer
Scott Kugler
Gowling WLG

Telephone: (416) 369-7240
Facsimile: (416) 862-7661
Email: steven.sofer@gowlingwlg.com

For Riadh Ben Aissa

Paul Guy
Thornton Grout Finnigan LLP

Telephone: (416) 304-0538
Facsimile: (416) 304-1313
Email: pguy@tgf.ca

For Stephane Roy

Laura Young

Telephone: (416) 366-4298
Facsimile: (416) 850-5134
Email: laura.young@lylaw.ca

13.14 Date of Execution

- (1) The Parties have executed this Agreement as of the date on the cover page.

For the Ontario Plaintiffs:

Per: 
Name: ROCHON GENOUA
Title: MANAGING PARTNER

For the Québec Plaintiff:

Per: _____
Name:
Title:

For the Defendants SNC-Lavalin Group Inc., Ian A Bourne, David Goldman, Patricia A. Hammick, Pierre H. Lessard, Edythe A. Marcoux, Lorna R. Marsden, Claude Mongeau, Gwyn Morgan, Michael D. Parker, Hugh D. Segal, Lawrence N. Stevenson:

For the Defendant Gilles Laramee:

Per: _____
Name:
Title:

Per: _____
Name:
Title:

For the Defendant Michael Novak:

For the Defendant Pierre Duhaime:

Per: _____
Name:
Title:

Per: _____
Name:
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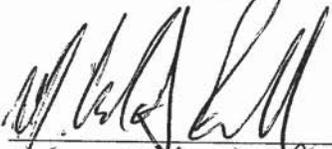
For the Defendant Riadh Ben Aissa:

For the Defendant Stephane Roy:

Per: _____
Name:
Title:

Per: _____
Name:
Title:

For the Ontario Plaintiffs:

Per: 
Name: Michael G Robb
Title: Partner / Siskinds LLP

For the Québec Plaintiff:

Per: _____
Name:
Title:

For the Defendants SNC-Lavalin Group Inc., Ian A Bourne, David Goldman, Patricia A. Hammick, Pierre H. Lessard, Edythe A. Marcoux, Lorna R. Marsden, Claude Mongeau, Gwyn Morgan, Michael D. Parker, Hugh D. Segal, Lawrence N. Stevenson:

For the Defendant Gilles Laramee:

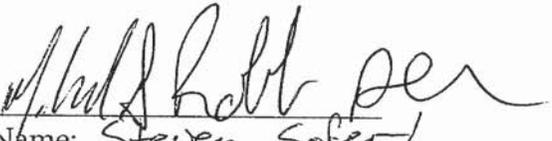
Per: _____
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For the Defendant Michael Novak:

For the Defendant Pierre Duhaime:

Per: _____
Name:
Title:

Per: 
Name: Steven Sofer
Title: Partner, Cowling WLG

For the Defendant Riadh Ben Aissa:

For the Defendant Stephane Roy:

Per: _____
Name:
Title:

Per: _____
Name:
Title:

For the Ontario Plaintiffs:

Per: _____
Name:
Title:

For the Québec Plaintiff:

Per: 
Name: Karim Diallo
Title: Lawyer

For the Defendants SNC-Lavalin Group Inc., Ian A Bourne, David Goldman, Patricia A. Hammick, Pierre H. Lessard, Edythe A. Marcoux, Lorna R. Marsden, Claude Mongeau, Gwyn Morgan, Michael D. Parker, Hugh D. Segal, Lawrence N. Stevenson:

For the Defendant Gilles Laramee:
Per: _____
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For the Defendant Michael Novak:

For the Defendant Pierre Duhaime:

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For the Defendant Riadh Ben Aissa:

For the Defendant Stephane Roy:

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For the Ontario Plaintiffs:

For the Québec Plaintiff:

Per: _____
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For the Defendants SNC-Lavalin Group Inc., Ian A Bourne, David Goldman, Patricia A. Hammick, Pierre H. Lessard, Edythe A. Marcoux, Lorna R. Marsden, Claude Mongeau, Gwyn Morgan, Michael D. Parker, Hugh D. Segal, Lawrence N. Stevenson:

For the Defendant Gilles Laramee:
Per: _____
Name:
Title:

Per: Linda Finerst, Norton Rose Fulbright
Name: Linda Finerst Canada LLP
Title: Partner,
Norton Rose Fulbright Canada LLP

For the Defendant Michael Novak:

For the Defendant Pierre Duhaime:

Per: _____
Name:
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For the Defendant Riadh Ben Aissa:

For the Defendant Stephane Roy:

Per: _____
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For the Ontario Plaintiffs:

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For the Defendants SNC-Lavalin Group Inc., Ian A Bourne, David Goldman, Patricia A. Hammick, Pierre H. Lessard, Edythe A. Marcoux, Lorna R. Marsden, Claude Mongeau, Gwyn Morgan, Michael D. Parker, Hugh D. Segal, Lawrence N. Stevenson:

Per: _____
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For the Defendant Michael Novak:

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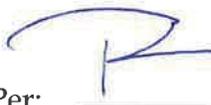
For the Defendant Riadh Ben Aissa:

Per: _____
Name:
Title:

For the Québec Plaintiff:

Per: _____
Name:
Title:

For the Defendant Gilles Laramee:

Per: 
Name: PAUL FRITMAN
Title: COUNSEL, LAX O'SULLIVAN
LISJS GOTTLIEB LLP

For the Defendant Pierre Duhaime:

Per: _____
Name:
Title:

For the Defendant Stephane Roy:

Per: _____
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For the Ontario Plaintiffs:

For the Québec Plaintiff:

Per: _____
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For the Defendants SNC-Lavalin Group Inc., Ian A Bourne, David Goldman, Patricia A. Hammick, Pierre H. Lessard, Edythe A. Marcoux, Lorna R. Marsden, Claude Mongeau, Gwyn Morgan, Michael D. Parker, Hugh D. Segal, Lawrence N. Stevenson:

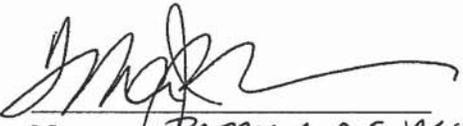
For the Defendant Gilles Laramee:

Per: _____
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Per: _____
Name:
Title:

For the Defendant Michael Novak:

For the Defendant Pierre Duhaime:

Per: 
Name: PATRICIA D. JACKSON, ~~TOP~~
Title: Counsel for
Mr. Novak

Per: _____
Name:
Title:

For the Defendant Riadh Ben Aissa:

For the Defendant Stephane Roy:

Per: _____
Name:
Title:

Per: _____
Name:
Title:

For the Ontario Plaintiffs:

Per: _____
Name:
Title:

For the Defendants SNC-Lavalin Group Inc., Ian A Bourne, David Goldman, Patricia A. Hammick, Pierre H. Lessard, Edythe A. Marcoux, Lorna R. Marsden, Claude Mongeau, Gwyn Morgan, Michael D. Parker, Hugh D. Segal, Lawrence N. Stevenson:

Per: _____
Name:
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For the Defendant Michael Novak:

Per: _____
Name:
Title:

For the Defendant Riadh Ben Aissa:

Per: _____
Name:
Title:

For the Québec Plaintiff:

Per: _____
Name:
Title:

For the Defendant Gilles Laramee:

Per: _____
Name:
Title:

For the Defendant Pierre Duhaime:

Per: _____
Name:
Title:

For the Defendant Stephane Roy:

Per: 
Name: LAURA YOUNG
Title: Counsel

For the Ontario Plaintiffs:

For the Québec Plaintiff:

Per: _____
Name:
Title:

Per: _____
Name:
Title:

For the Defendants SNC-Lavalin Group Inc., Ian A Bourne, David Goldman, Patricia A. Hammick, Pierre H. Lessard, Edythe A. Marcoux, Lorna R. Marsden, Claude Mongeau, Gwyn Morgan, Michael D. Parker, Hugh D. Segal, Lawrence N. Stevenson:

For the Defendant Gilles Laramee:

Per: _____
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For the Defendant Michael Novak:

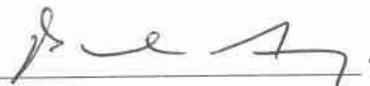
For the Defendant Pierre Duhaime:

Per: _____
Name:
Title:

Per: _____
Name:
Title:

For the Defendant Riadh Ben Aissa:

For the Defendant Stephane Roy:

Per: 
Name: Paul Guly
Title: HORTON GROUPT FINNIGAN LLP
Counsel to MR. BEN AISSA

Per: _____
Name:
Title:

Schedule "A"

Did you purchase shares of SNC-Lavalin (“SNC”) between November 6, 2009 to and including February 27, 2012?

A settlement has been reached in the class actions against SNC and certain of its former officers and directors alleging misrepresentations made in certain of SNC-Lavalin’s public disclosures released between November 6, 2009 and February 27, 2012. The settlement provides for the payment by SNC and its insurers of the total amount of CAD \$110,000,000 to resolve those claims. The settlement is a compromise of disputed claims and is not an admission of liability or wrongdoing by SNC or any of the other Defendants.

The Settlement must be approved by both the Ontario and Québec Courts. Settlement approval hearings have been set for ●, 2018 in Toronto and ●, 2018 in Montreal. At the hearings, the Court will also address motions to approve Class Counsel’s fees, which will not exceed ●% of the recovery plus reimbursement for expenses incurred in the litigation.

Class Members may express their views about the proposed settlement to the Courts. If you wish to do so, you must act by ●, 2018. For more information about your rights and how to exercise them, see the long-form notice available online at ● or call toll-free: ●.

Schedule "B"

SNC-LAVALIN (“SNC”) SECURITIES CLASS ACTIONS NOTICE OF SETTLEMENT APPROVAL HEARINGS

Read this notice carefully as it may affect your legal rights

This notice is directed to: All persons, wherever they may reside or be domiciled, who acquired common shares of SNC listed on the Toronto Stock Exchange during the period during the period from and including November 6, 2009 to and including February 27, 2012 (the “Class Period”) and still held at the close of trading on the Toronto Stock Exchange on February 27, 2012 other than certain **Excluded Persons*** and those who validly opted out pursuant to the notice of certification issued on ●, 2013 (“Class Members”).

***Excluded Persons** include SNC-Lavalin Group Inc., Ian A. Bourne, David Goldman, Patricia A. Hammick, Pierre H. Lessard, Edythe A. Marcoux, Lorna R. Marsden, Claude Mongeau, Gwyn Morgan, Michael D. Parker, Hugh D. Segal, Lawrence N. Stevenson, Gilles Laramee, Michael Novak, Pierre Duhaime, Riadh Ben Aissa, Stephane Roy (collectively, the “Defendants”) and each of their past and present subsidiaries, affiliates, officers, directors, legal representatives, heirs, predecessors, successors and assigns, and any spouse or child of the Individual Defendants.

Purpose of this Notice

Two class actions brought on behalf of Class Members have settled, subject to Court Approval. This Notice provides Class Members with information about the Settlement and their rights to participate in the court proceedings considering whether to approve it.

The Actions

In 2012, class proceedings were commenced in the Ontario Superior Court of Justice (the “Ontario Action”) and the Québec Superior Court (the “Québec Action”, together with the Ontario Action, the “Actions”) against the Defendants.

The Actions alleged that SNC misrepresented or failed to disclose certain material information relating to the making of improper payments in respect of contracts SNC pursued for projects in Montreal, Québec, Alberta and elsewhere in its securities filings during the Class Period. The Actions alleged that those payments were not properly accounted for, and SNC’s financial statements and management’s discussion and analysis released during the Class Period contained statements that were false or materially misleading. It was alleged that SNC’s securities therefore traded at artificially inflated prices during the Class Period, resulting in damage to Class Members when information relating to those alleged misrepresentations was publicly disclosed.

On September 19, 2012, the Ontario Superior Court of Justice (“Ontario Court”) certified the Ontario Action as a class action on behalf of the Ontario Class Members.

On January 24, 2013, the Superior Court of Québec (“Québec Court”) authorized the bringing of a class action on behalf of the Québec Class Members.

Pursuant to those orders, Class Members were afforded the right to exclude themselves or “opt out” of the Classes no later than May 8, 2013. **Persons who validly exercised the right to opt out are not Class Members, are not affected by this notice and may not participate in the Settlement.**

Since then, the Ontario Action has been vigorously litigated, and the Québec Action has been held in abeyance. On ●, the Plaintiffs and SNC executed a Settlement Agreement providing for the settlement of both Actions (the “Settlement”), which is subject to approval by the Courts. The Settlement Agreement provides for the payment of CAD\$110,000,000.00 (the “Settlement Amount”) in consideration of the full and final settlement of the claims of Class Members. The Settlement Amount includes all legal fees, disbursements, taxes and administration expenses.

The Settlement provides that if it is approved by the Courts, the claims of all Class Members asserted or which could have been asserted in the Actions will be fully and finally released and the Actions will be dismissed. The Settlement is not an admission of liability, wrongdoing or fault on the part of the Defendants, all of whom have denied, and continue to deny, the allegations against them.

Settlement Approval Hearings:

The Settlement is conditional on approval by the Courts. The Settlement will be approved if the Courts determine that it is fair and reasonable and in the best interests of Class Members to approve it.

The Ontario Court will hear a motion for approval of the Settlement on ●, 2018 at ● a.m. at the Courthouse of the Ontario Court, ●, Toronto, ON, M5G 1E6.

The Québec Court will hear a motion for approval of the Settlement on ●, 2018 at ● a.m. at the Courthouse of the Québec Court, ●, Montreal.

Release of Claims and Effect on Other Proceedings

If the Settlement Agreement is approved by the Courts, the claims of Class Members which were asserted or which could have been asserted in the Actions will be released and the Actions will be dismissed. Class Members will not be able to pursue individual or class actions in relation to the matters alleged in the Actions regardless of whether or not they file a claim for compensation from the Settlement. **If approved, the Settlement will therefore represent the only means of compensation available to Class Members in respect of the claims asserted in the Actions.**

Distribution Protocol

If the Settlement Agreement is approved by the Courts, the Settlement Amount, after deduction of Class Counsel Fees and Administration Expenses (the “Net Settlement Amount”) will be distributed to Class Members in accordance with the Distribution Protocol, subject to the Courts’ approval.

The Settlement provides that to qualify for compensation, Class Members will be required to submit a properly completed Claim Form to the Administrator within the time prescribed by the Courts. Each Class Member who submits a valid and timely Claim Form will be entitled to receive compensation calculated in accordance with the Distribution Protocol. If the Settlement is approved by the Courts, a further notice will be published which will include instructions on how Class Members can file their Claim Forms and the deadline for doing so.

The proposed Distribution Protocol provides that in order to determine the individual entitlements of Class Members who make claims, the losses of each claimant will be calculated in accordance with a formula based on the statutory damages provisions contained in the securities legislation of Ontario and Québec. Once the notional losses of all Class Members who have filed valid claims have been calculated, the Net Settlement Amount will be allocated to those Class Members in proportion to their percentage of the total notional losses calculated for all valid claims filed. Because the Net Settlement Amount will be distributed *pro rata*, it is not possible to estimate the individual recovery of any individual Class Member until all the claims have been received and reviewed.

In the event any amounts remain undistributed 180 days after the distribution of the Net Settlement Amount (because of uncashed cheques or for other administrative reasons), those amounts will be distributed to eligible Class Members (if sufficient to warrant a further distribution) or allocated in a manner approved by the Courts. In Québec, *The Act Respecting the Fonds d'aide aux actions collectives*, CQLR c F-3.2.0.1.1 will apply to the portion of any remaining balance, if any, attributable to Québec Class Members.

The approval of the Settlement is not contingent on the approval of the Distribution Protocol. The Court may still approve the Settlement even if it does not approve the Distribution Protocol or approves amendments to the Distribution Protocol.

Approval of Class Counsel Fees and Expenses:

In addition to seeking the Courts’ approval of the Settlement Agreement, Class Counsel will seek the Courts’ approval of legal fees not to exceed ●% of the Settlement Fund (“Class Counsel Fees”), plus disbursements not exceeding \$● and applicable taxes. This fee request is consistent with the retainer agreements entered into between Class Counsel and the Representative Plaintiffs at the beginning of the litigation. As is customary in such cases, Class Counsel conducted the class actions on a contingent fee

basis. Class Counsel was not paid as the matter proceeded and funded the expenses of conducting the litigation.

The approval of the Settlement is not contingent on the approval of the Class Counsel Fees requested. The Settlement may still be approved even if the requested Class Counsel Fees are not approved.

The fees of the Administrator, together with any other costs relating to approval, notification, implementation and administration of the settlement (“Administration Expenses”), will also be paid from the Settlement Fund.

Class Members’ Right to Participate in the Motions for Approval

Class Counsel has posted or will post the following material on its website (www. ●.com) on or before the dates set out below:

1. The Settlement Agreement (including the proposed Distribution Protocol) ([posted prior to or at time of notice publication]);
2. A summary of the basis upon which Class Counsel recommends the Settlement and Distribution Protocol [at time of notice publication];
3. Sample calculations of notional entitlement calculated using the Distribution Protocol [at time of notice publication];
4. The Plaintiffs’ evidence and written argument in support of the approval of the Settlement and Distribution Protocol [30 days before first approval hearing]; and
5. Class Counsel’s evidence and written argument in support of the request for approval of Class Counsel’s fees and disbursements [30 days before the first approval hearing].

Class Members who wish to comment on, or make an objection to, the approval of the Settlement Agreement, Distribution Protocol, or Class Counsel Fees requested may deliver a written submission to Class Counsel, at the address listed below, no later than [2 weeks before the first approval hearing]●, 2018. Any objections delivered by that date will be filed with the Courts.

Class Members may attend at the hearings whether or not they deliver an objection. The Courts may permit Class Members to participate in the hearings whether or not they deliver an objection. Class Members who wish a lawyer to speak on their behalf at those hearings may retain one to do so at their own expense.

Class Counsel

For further information please visit www.●.com or contact Class Counsel at:

● Siskinds LLP 680 Waterloo Street	Jon Sloan Rochon Genova LLP 121 Richmond Street	● Siskinds, Desmeules, sencrl 43 Rue Buade, Bur 320
--	---	---

London, ON N6A 3V8 Tel: 1-877-672-2121 x 2380 Fax: 519-672-6065 Email: ●	West #900 Toronto, ON M5H 2K1 Tel: 1-866-881-2292 Email: ●	Québec City, Québec G1R 4A2 Tel : 418-694-2009 Fax: 418-694-0281 Email: ●
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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 ONTARIO SUPERIOR COURT OF JUSTICE AND THE QUÉBEC SUPERIOR COURT.

Schedule "C"

**ONTARIO
SUPERIOR COURT OF JUSTICE**

THE HONOURABLE)
)
JUSTICE PERELL) DAY OF ●, 2018

B E T W E E N :

THE TRUSTEES OF THE DRYWALL ACOUSTIC LATHING
AND INSULATION LOCAL 675 PENSION FUND and 0793094 B.C. LTD.

Plaintiffs

- and -

SNC-LAVALIN GROUP INC., IAN A. BOURNE, DAVID GOLDMAN, PATRICIA A.
HAMMICK, PIERRE H. LESSARD, EDYTHE A. MARCOUX, LORNA R. MARSDEN,
CLAUDE MONGEAU, GWYN MORGAN, MICHAEL D. PARKER, HUGH D. SEGAL,
LAWRENCE N. STEVENSON, GILLES LARAMÉE, MICHAEL NOVAK, PIERRE
DUHAIME, RIADH BEN AÏSSA and STÉPHANE ROY

Defendants

Proceeding under the *Class Proceedings Act, 1992*

ORDER

THIS MOTION, made by the Plaintiffs for, *inter alia*, an Order fixing the date of a settlement approval motion, appointing an administrator and approving the form, content and method of dissemination of the Notices of Settlement Approval Hearing, was heard this day, at Osgoode Hall, 130 Queen Street West, Toronto, Ontario.

ON READING the materials filed, including the Settlement Agreement, dated ●, 2018, attached hereto as **Schedule “A”** (the “Settlement Agreement”) and on hearing the submissions of Counsel for the Plaintiffs and Counsel for the Defendants; and

AND ON BEING ADVISED that the Defendants consent to this Order.

1. **THIS COURT ORDERS** that except as otherwise stated, this Order incorporates and adopts the definitions set out in the Settlement Agreement.
2. **THIS COURT ORDERS** that the hearing of the Plaintiffs' motion to approve the Settlement and the hearing of the Plaintiffs' motion for approval of Class Counsel Fees shall take place on _____, 2018.
3. **THIS COURT ORDERS** that the form and content of the Short Form Notice of Settlement Approval Hearing, substantially in the form attached hereto as **Schedule "B"**, is hereby approved.
4. **THIS COURT ORDERS** that the form and content of the Long Form Notice of Settlement Approval Hearing, substantially in the form attached hereto as **Schedule "C"**, is hereby approved.
5. **THIS COURT ORDERS** that the Short Form Notice of Settlement Approval Hearing and the Long Form Notice of Settlement Approval Hearing shall be published and disseminated in accordance with the Plan of Notice attached hereto as **Schedule "D"**.
6. **THIS COURT ORDERS** that Class Members who wish to file with the Court an objection or comment on the Settlement, Plan of Allocation or the request for approval of Class Counsel Fees shall deliver a written statement to Class Counsel no later than 14 days prior to the earlier of the Approval Motions.

7. **THIS COURT ORDERS** that ● is appointed as the Administrator pursuant to the Settlement Agreement.

8. **THIS COURT ORDERS** that this Order is contingent upon a parallel order being made by the Québec Superior Court, and the terms of this Order shall not be effective unless and until such an order is made by the Québec Superior Court.

●, 2018

The Honourable Justice Perell

**ONTARIO
SUPERIOR COURT OF JUSTICE**

Proceeding commenced at Toronto
Proceeding under the *Class Proceedings Act, 1992*

ORDER

Siskinds LLP
Barristers & Solicitors
680 Waterloo St
London, ON N6A 3V8

Michael G. Robb
(LSO#: 45787G)
Anthony O'Brien
(LSO#: 56129U)

Tel.: (519) 660-7872
Fax: (519) 672-6065

Rochon Genova LLP
121 Richmond Street West
Suite 900
Toronto, ON M5H 2K1

Joel Rochon
(LSO#: 28222Q)
Peter Jervis
(LSO#: 22774A)
Douglas Worndl
(LSO#: 30170P)
Ronald Podolny
(LSO#: 56908C)

Tel: 416-363-1867
Fax: 416-363-0263

Lawyers for the Plaintiffs and the Class

Schedule "D"

COUR SUPÉRIEURE
(Chambre des actions collectives)

CANADA
PROVINCE DE QUÉBEC
DISTRICT DE QUÉBEC

N° : 500-06-000650-131

DATE : ● 2018

SOUS LA PRÉSIDENCE DE L'HONORABLE ROBERT MONGEON, j.c.s.

JEAN-PAUL DELAIRE

Demandeur

c.

SNC-LAVALIN GROUP INC.

et

IAN A. BOURNE

et

DAVID GOLDMAN

et

PATRICIA A. HAMMICK

et

PIERRE H. LESSARD

et

EDYTHE A. MARCOUX

et

LORNA R. MARSDEN

et

CLAUDE MONGEAU

et

GWYN MORGAN

et

MICHAEL D. PARKER

et

HUGH D. SEGAL

et

LAWRENCE N. STEVENSON

et

GILLES LARAMÉE

et

PIERRE DUHAIME

et

RIADH BEN AÏSSA

et

STÉPHANE ROY

Défendeurs

et

FONDS D'AIDE AUX ACTIONS COLLECTIVES

Mis en cause

**JUGEMENT SUR DEMANDE POUR AUTORISER LA PUBLICATION DES
AVIS AUX MEMBRES**

[1] **ATTENDU** que les parties sont impliquées dans un litige de la nature d'une action collective;

[2] **ATTENDU** qu'une entente de règlement a été conclue entre le Demandeur et les Défendeurs SNC-Lavalin Group Inc., Ian A. Bourne, David Goldman, Patricia A. Hammick, Pierre H. Lessard, Edythe A. Marcoux, Lorna R. Marsden, Claude Mongeau, Gwyn Morgan, Michael D. Parker, Hugh D. Segal, Lawrence N. Stevenson, Gilles Laramée, Michael Novak, Pierre Duhaime, Riadh Ben Aïssa et Stéphane Roy, soit l'Entente SNC-Lavalin, jointe en Annexe « A »;

[3] **ATTENDU** que le Demandeur demande au Tribunal :

- a) de fixer la date d'audience de la Demande pour obtenir l'approbation de l'Entente SNC-Lavalin et l'approbation des honoraires des Avocats du Groupe;
- b) d'approuver les Avis aux membres pour les informer, notamment, qu'une audience sera tenue pour l'approbation de l'Entente SNC-Lavalin;
- c) d'ordonner la publication des Avis aux membres selon le Plan de diffusion proposé par les parties à l'Entente SNC-Lavalin; et
- d) de nommer la firme ● à titre d'Administrateur.

- [4] **VU** la demande sous étude;
- [5] **VU** l'absence de contestation;
- [6] **VU** les articles 579, 581 et 590 du *Code de procédure civile*;
- [7] **APRÈS EXAMEN**, il y a lieu de faire droit à la demande;

POUR CES MOTIFS, LE TRIBUNAL :

- [8] **ACCUEILLE** la demande;
- [9] **DÉCLARE** qu'aux fins du présent jugement et sauf disposition contraire, les définitions figurant dans l'Entente SNC-Lavalin s'appliquent et sont intégrées au présent jugement;
- [10] **FIXE** la date d'audience de la Demande pour obtenir l'approbation de l'Entente SNC-Lavalin et l'approbation des honoraires des Avocats du Groupe au ● 2018;
- [11] **APPROUVE** substantiellement la forme et le contenu des Avis aux membres, en versions abrégée et détaillée (en français et en anglais), joints en annexe « B » au présent jugement;
- [12] **APPROUVE** le Plan de diffusion des Avis aux membres (en français et en anglais), joint en annexe « C » au présent jugement et **ORDONNE** que la diffusion des Avis aux membres soit effectuée conformément à ce Plan de diffusion;
- [13] **ORDONNE** que les Membres du Groupe qui désirent déposer, auprès du Tribunal, une objection ou un commentaire concernant l'Entente SNC-Lavalin, le Protocole de Distribution ou la demande d'approbation des honoraires des Avocats du Groupe, doivent transmettre une déclaration écrite aux Avocats du Groupe, au plus tard 14 jours avant la tenue de la première audience d'approbation de l'Entente SNC-Lavalin;
- [14] **DÉCLARE** qu'en vertu de l'Entente SNC-Lavalin, la firme ● est nommée Administrateur;
- [15] **DÉCLARE** que le présent jugement est rendu sous réserve qu'une ordonnance similaire soit rendue par le Tribunal de l'Ontario et que les dispositions du présent jugement seront sans effet tant que cette ordonnance ne sera pas rendue;
- [16] **LE TOUT**, sans frais de justice.

Siskinds, Desmeules, Avocats, Casier #15
Me Karim Diallo
43, rue de Buade, bureau 320
Québec (Québec) G1R 4A2
Avocats du Demandeur

Langlois Avocats s.e.n.c.r.l.
Me Sean Griffin
Me Daniel Baum
1240, boulevard René-Lévesque Ouest, 20^e étage
Montréal (Québec) H3B 4W8
Avocats de Gilles Laramée

Norton Rose Fulbright Canada LLP
Me François Fontaine
1, Place Ville Marie, bureau 2500
Montréal (Québec) H3B 1R1
Avocats de SNC-Lavalin Groupe Inc., Ian A. Bourne, David Goldman, Patricia A. Hammick,
Pierre H. Lessard, Edythe A. Marcoux, Lorna R. Marsden, Claude Mongeau, Gwyn Morgan,
Michael D. Parker, Hugh D. Segal, Eric Siegel et Lawrence N. Stevenson

Woods s.e.n.c.r.l.
Me Patrick Ouellet
2000, avenue McGill College, bureau 1700
Montréal (Québec) H3A 3H3
Avocats de Riadh Ben Aissa

Duggan Avocats
Me James R.K. Duggan
1100, avenue des Canadiens-de-Montréal Ouest, bureau 900
Montréal (Québec) H3B 2S2
Avocats de Stephane Roy

Gowling Lafleur Henderson s.e.n.c.r.l., s.r.l.
Me Michaël Garellek
1, Place Ville Marie, 37^e étage
Montréal (Québec) H3B 3P4
Avocats de Pierre Duhaime

Fonds d'aide aux actions collectives
Me Frikia Belogbi
1, rue Notre-Dame Est, bureau 10:30
Montréal (Québec) H2Y 1B6

Date d'audience : ● 2018

Annexe A : Entente SNC-Lavalin

Annexe B : Avis aux membres

Annexe C : Plan de diffusion

Schedule "E"

Did you purchase shares of SNC-Lavalin Group Inc. ("SNC") between November 6, 2009 to and including February 27, 2012?

A settlement has been reached in the class actions against SNC and certain of its former officers and directors alleging misrepresentations made in certain of SNC-Lavalin's public disclosures released between November 6, 2009 and February 27, 2012.

SNC and its insurers have agreed that the total amount of CAD\$110,000,000 shall be paid in settlement of the class actions. The settlement is a compromise of disputed claims and is not an admission of liability or wrongdoing by SNC or any of the other Defendants.

The Settlement has been approved by both the Ontario and Québec Courts. The Courts have appointed ● as the Administrator of the Settlement. To be eligible for compensation, Class Members must submit a completed Claim Form to [the Administrator](#) no later than ●. If you do not file a claim by this deadline, you may not be able to claim a portion of the Settlement and your claim will be extinguished.

For more information about your rights and how to exercise them, see the long-form notice available online at ● or call toll-free at: ●.

Schedule "F"

**NOTICE OF SETTLEMENT APPROVAL IN THE SNC-LAVALIN GROUP INC.
("SNC") SECURITIES CLASS ACTIONS**

This notice is directed to: All persons, wherever they may reside or be domiciled, who acquired common shares of SNC listed on the Toronto Stock Exchange that were acquired during the period from and including November 6, 2009 to and including February 27, 2012 (the "Class Period") and still held at the close of trading on the Toronto Stock Exchange on February 27, 2012 other than certain **Excluded Persons*** and those who validly opted out pursuant to the notice of certification issued on February 7, 2013 ("Class Members").

***Excluded Persons** include SNC-Lavalin Group Inc., Ian A. Bourne, David Goldman, Patricia A. Hammick, Pierre H. Lessard, Edythe A. Marcoux, Lorna R. Marsden, Claude Mongeau, Gwyn Morgan, Michael D. Parker, Hugh D. Segal, Lawrence N. Stevenson, Gilles Laramee, Michael Novak, Pierre Duhaime, Riadh Ben Aissa, Stephane Roy (collectively, the "Defendants") and each of their past and present subsidiaries, affiliates, officers, directors, legal representatives, heirs, predecessors, successors and assigns, and any spouse or child of the individual Defendants.

**READ THIS NOTICE CAREFULLY AS IT MAY AFFECT YOUR LEGAL RIGHTS.
YOU MAY NEED TO TAKE PROMPT ACTION.**

Important Deadline

Claims Bar Deadline (to file a claim for 11:59 pm Toronto (Eastern) time compensation): on ●

Claims Forms may not be accepted after the Claims Bar Deadline. As a result, it is necessary that you act without delay.

Purpose of this Notice

The purpose of this Notice is to advise Class Members of the approval of the Settlement of two class proceedings brought on behalf of Class Members. The notice provides Class Members with information about how to apply for compensation from the Settlement. **Class Members who wish to do so must do so by 11:59 pm Eastern time on [date].**

Court Approval of the Settlement

In 2012, class proceedings were commenced in the Ontario Superior Court of Justice (the "**Ontario Action**") and the Québec Superior Court (the "**Québec Action**", together with the Ontario Action, the "**Actions**") against the Defendants.

The Actions alleged that SNC misrepresented or failed to disclose certain material information relating to the making of improper payments in respect of contracts SNC

pursued for projects in Montreal, Québec, Alberta and elsewhere. The Actions alleged that those payments were not properly accounted for, and SNC's financial statements and management's discussion and analysis released during the Class Period contained statements that were false or materially misleading. As a result, it was alleged that SNC's securities traded at artificially inflated prices during the Class Period, resulting in damage to Class Members when information relating to those alleged misrepresentations was publicly disclosed.

On September 19, 2012, the Ontario Superior Court of Justice ("**Ontario Court**") certified the Ontario Action as a class action on behalf of the Ontario Class Members.

On January 24, 2013, the Superior Court of Québec ("**Québec Court**") authorized the bringing of a class action on behalf of the Québec Class Members.

Pursuant to those orders, Class Members were afforded the right to exclude themselves or "opt out" of the Classes no later than May 8, 2013. This notice does not affect persons who validly exercised the right to opt out. Persons who opted out are not entitled to participate in the Settlement.

Since then, the Ontario Action has been vigorously litigated and the Québec Action has been held in abeyance. On ●, the Plaintiffs and SNC executed the Settlement Agreement providing for the settlement of the Actions (the "**Settlement**"). The Settlement Agreement provides for the payment of CAD\$110,000,000.00 (the "**Settlement Amount**") in consideration of the full and final settlement of the claims of Class Members. The Settlement Amount includes all legal fees, disbursements, taxes and administration expenses.

In return for the payment of the Settlement Amount, the Settlement provides that the claims of all Class Members asserted or which could have been asserted in the Actions will be fully and finally released and the Actions will be dismissed. The Settlement is not an admission of liability, wrongdoing or fault on the part of the Defendants, all of whom have denied, and continue to deny, the allegations against them.

On ●, 2018 the Ontario Court approved the Settlement and ordered that it be implemented in accordance with its terms. On ●, 2018 the Québec Court approved the Settlement and ordered that it be implemented in accordance with its terms.

The Québec and Ontario Courts also awarded Siskinds LLP, Rochon Genova LLP and Siskinds, Desmeules, Avocats, sncrl (together, "**Class Counsel**") total legal fees, expenses and applicable taxes in the amount of \$● ("**Class Counsel Fees**") inclusive of disbursements of \$●, plus HST. As is customary in such cases, Class Counsel conducted the class actions on a contingent fee basis. Class Counsel was not paid as the matter proceeded and funded the expenses of conducting the litigation. Class Counsel Fees will be deducted from the Settlement Amount before it is distributed to Class Members.

Expenses incurred or payable relating to approval, notification, implementation and administration of the Settlement ("**Administration Expenses**") will also be paid from the Settlement Amount before it is distributed to Class Members.

Class Members' Entitlement to Compensation

Pursuant to the Court orders approving the Settlement, the claims of Class Members which were or could have been asserted in the Actions are now released and the Actions have been dismissed. Class Members may not pursue individual or class actions for those claims, regardless of whether or not they file a claim for compensation from the Settlement. **The Settlement therefore represents the only means of compensation available to Class Members in respect of the claims raised in the Actions.**

Class Members will be eligible for compensation pursuant to the Settlement if they submit a completed Claim Form, including any supporting documentation, with the Administrator, and their claim satisfies the criteria set out in the Plan of Allocation.

To be eligible for compensation under the Settlement, Class Members must submit their Claim Form **no later than** 11:59 ET on ● (the "**Claims Bar Deadline**"). Only Class Members are permitted to recover from the Settlement.

After deduction of Class Counsel Fees and Administration Expenses, the balance of the Settlement Amount (the "**Net Settlement Amount**"), will be distributed to Class Members in accordance with the Plan of Allocation.

Each Class Member who has filed a valid claim will receive a portion of the Net Settlement Amount calculated in accordance with the Plan of Allocation. In order to determine the individual entitlements of Class Members who make claims, the Plan of Allocation provides for the calculation of the notional losses of each claimant in accordance with a formula based on the statutory damages provisions contained in the securities legislation of Ontario and Québec. Once the notional allocations of all Class Members who have filed valid claims have been calculated, the Net Settlement Amount will be allocated to those Class Members in proportion to their percentage of the total notional allocations calculated for all valid claims filed. Because the Net Settlement Amount will be distributed *pro rata*, it is not possible to estimate the individual recovery of any individual Class Member until all the claims have been received and reviewed.

In the event any amounts remain undistributed 180 days after the distribution of the Net Settlement Amount (because of uncashed cheques or for other administrative reasons), those amounts will be distributed to eligible Class Members (if sufficient to warrant a further distribution) or allocated in a manner approved by the Courts. In Québec, *The Act Respecting the Fonds d'aide aux actions collectives*, CQLR c F-3.2.0.1.1 will apply to the portion of any remaining balance, if any, attributable to Québec Class Members..

Administrator

The Courts have appointed ● as the Administrator of the Settlement. The Administrator will, among other things: (i) receive and process the Claim Forms; (ii) determine Class Members' eligibility for and entitlement to compensation pursuant to the Plan of Allocation; (iii) communicate with Class Members regarding claims for compensation; and (iv) manage and distribute the Settlement Amount in accordance with the Settlement Agreement and the orders of the Courts. The Administrator can be contacted at:

Telephone:

Mailing Address:

Website:

Filing a Claim

All claims for compensation from the Settlement must be received by no later than [date].

The most efficient way to file a claim is to visit the Administrator's website at [site]. The website provides step by step instructions on how to file a claim. In order to verify claims, the Administrator will require supporting documentation, including brokerage statements or confirmations evidencing the claimed transactions in SNC securities. Accordingly, Class Members should visit the Administrator's site as soon as possible so that they have time to obtain the required documentation prior to the Claims Bar Deadline.

The Claims Administrator will also accept Claim Forms filed by mail or courier. To obtain a copy of the Claim Form, Class Members may print one from the Administrator's website or contact the Administrator to have one sent by email or regular mail. Claim Forms sent by mail or courier should be sent to:



Class Members with questions about how to complete or file a Claim Form, or the documentation required to support a claim should contact the Administrator at the above coordinates.

Copies of the Settlement Documents

Copies of the Settlement Agreement, the Plan of Allocation, sample calculations demonstrating how the Plan of Allocation works, the Claim Form and the orders of the Courts approving the Settlement and Class Counsel's fees may be found on the Administrator's website above, at Class Counsel's website (●) or by contacting Class Counsel at the contact information provided below.

Class Counsel

The law firms of Siskinds LLP, Rochon Genova LLP and Siskinds, Desmeules, Avocats, sencrl are Class Counsel. Inquiries may be directed to:

Siskinds LLP (Toronto) ● 100 Lombard Street, Suite 302 Toronto, Ontario M5C 1M3 Tel: 1-877-672-2121 x ● Fax: 416-362-2610 Email: ●	Rochon Genova LLP Jon Sloan 121 Richmond Street West Suite 900 Toronto, ON M5H 2K1 Tel: 1-866-881-2292 Fax: 416-363-0263
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Siskinds, Desmeules, Avocats, sncrl Karim Diallo 43 Rue Buade, Bur 320 Québec City, Québec G1R 4A2 Tel : 418-694-2009 Fax: 418-694-0281	Email: jsloan@rochongenova.com
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Interpretation

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

PLEASE DO NOT CONTACT THE COURTS WITH INQUIRIES ABOUT THE CLASS ACTIONS OR THE SETTLEMENT. All inquiries should be directed to the Administrator or Class Counsel.

DISTRIBUTION OF THIS NOTICE HAS BEEN AUTHORIZED BY THE ONTARIO SUPERIOR COURT OF JUSTICE AND THE SUPERIOR COURT OF QUÉBEC

Schedule "G"

PLAN OF NOTICE

Capitalized terms used in this Plan of Notice have the meanings ascribed to them in the Settlement Agreement.

Subject to such alternative or additional direction by the Court, notices provided for as contemplated in the Settlement Agreement will be disseminated as follows:

PART 1 – NOTICE OF SETTLEMENT APPROVAL HEARING

The Short Form Notice of Settlement Approval Hearing will be disseminated as follows:

Newspaper Publication

Print publication of the Short Form Notice of Settlement Approval Hearing will be at least a ¼ page in size and will occur as soon as possible following the issuance of the Pre-Approval Orders. Print publication will be made in Canada, in the English language in the business section of the national weekend edition of *The Globe and Mail*, the *Gazette*, and in the French language in the business section of *La Presse*.

NewsWire Publication

The English and French language versions of the Short Form Notice of Settlement Approval Hearing will also be issued (with necessary formatting modifications) across *Canadian Newswire*, a major business newswire in Canada and sent to *Institutional Shareholder Services Inc. (ISS)*.

The Long Form Notice of Settlement Approval Hearing will be disseminated as follows:

Internet Publication

Electronic publication of the Long Form Notice of Settlement Approval Hearing will occur in both the English and French languages on a dedicated SNC-Lavalin Group Inc. (“SNC”) class action website maintained by class counsel.

Class Counsel

The Long Form Notice of Settlement Approval Hearing will be mailed, electronically or physically, as may be required, to those persons and entities who have previously contacted Class Counsel for the purposes of receiving notice of developments in the Action.

In addition, Class Counsel shall make a toll free number and email address available to the public that will enable Class Members to contact Class Counsel in order that they may, amongst other things:

- (a) obtain more information about the Settlement or how to object to it; and/or
- (b) request that a copy of the Settlement Agreement be electronically or physically mailed to them.

Class Counsel will also post:

1. the Settlement Agreement;
2. the Long-Form Notice of Settlement Approval Hearing;
3. a short summary of the rationale for the Settlement;
4. sample calculations of notional entitlement calculated pursuant to the Plan of Allocation;
5. its evidence and written submissions in support of the motion for approval of the Settlement (no less than 30 days prior to the motion to approve the Settlement); and
6. its evidence and written submissions in support of the motion for approval of Class Counsel Fees and disbursements (no less than 30 days prior to the motion to approve Class Counsel Fees and disbursements);

on Class Counsel's websites.

PART 2 – NOTICE OF SETTLEMENT

The Short Form Notice of Settlement will be disseminated as follows:

Newspaper Publication

Print publication of the Short Form Notice of Settlement will be at least a ¼ page in size and will occur as soon as possible following the date of the last Approval Order becoming a Final Order, and, in any event, no later than fourteen (14) days following that date. Print publication will be made in Canada, in the English language in the business section of the national weekend edition of *The Globe and Mail*, the *Gazette*, and in the French language in the business section of *La Presse*.

Newswire Publication

The English and French language versions of the Short Form Notice of Settlement will also be issued (with necessary formatting modifications) across *Canada Newswire*, a major business newswire in Canada, in *Stockhouse*, an online investing forum and community, and sent to *Institutional Shareholder Services Inc. (ISS)*.

The Long Form Notice of Settlement will be disseminated as follows:

Individual Notice

Within thirty (30) days of the date of the last Approval Order becoming a Final Order, Class Counsel shall direct the Administrator to send the Long Form Notice of Settlement and the Claim Form to all putative Class Members as follows:

1. The Administrator shall mail the Long Form Notice of Settlement and the Claim Form to individuals and entities identified as a result of SNC's counsel delivering to Class Counsel and the Administrator of a computerized list in the possession of SNC's transfer agent containing the names and addresses of persons that obtained Shares during the Class Period; and

2. The Administrator shall send the Long Form Notice of Settlement and the Claim Form to the brokerage firms in the Administrator's proprietary databases requesting that the brokerage firms either send a copy of the Long Form Notice of Settlement and the Claim Form to all individuals and entities identified by the brokerage firms as being Class Members, or to send the names and addresses of all known Class Members to the Administrator who shall mail the Long Form Notice of Settlement and the Claim Form to the individuals and entities so identified.

Internet Publication

Electronic publication of the Long Form Notice of Settlement will occur in both the English and French languages on a dedicated SNC class action website.

Class Counsel

Class Counsel shall mail or email the Long Form Notice of Settlement and the Claim Form to those persons that have contacted Class Counsel as of the publication date regarding this litigation and have provided Class Counsel with their contact information.

Class Counsel shall make a toll-free number and email address available to the public that will enable Class Members to obtain more information about the settlement, the claims process, and to request that a copy of the Settlement Agreement, Long Form Notice of Settlement and the Claim Form be sent electronically or physically to them directly.

Class Counsel will also post the Settlement Agreement and the Long-Form Notice of Settlement Approval Hearing on Class Counsel's websites.

Schedule "H"

AND ON BEING ADVISED that the Plaintiffs and the Defendants consent to this Order:

1. **THIS COURT ORDERS** that except as otherwise stated, this Order incorporates and adopts the definitions set out in the Settlement Agreement, attached hereto as Schedule “A”.
2. **THIS COURT ORDERS** that the Settlement Agreement is fair, reasonable and in the best interests of the Class.
3. **THIS COURT ORDERS** that the Settlement Agreement is approved pursuant to section 29 of the *Class Proceedings Act, 1992*, S.O. 1992, c. 6.
4. **THIS COURT ORDERS** that all provisions of the Settlement Agreement (including the Recitals and Definitions) form part of this Order and are binding upon SNC-Lavalin Group Inc. and the Individual Defendants in accordance with the terms thereof, and upon the Plaintiffs and all Class Members that did not opt-out of this Action in accordance with the Order of the Ontario Superior Court of Justice dated ●, including those persons that are minors or mentally incapable.
5. **THIS COURT ORDERS** that in the event of a conflict between this Order and the Settlement Agreement, this Order shall prevail.
6. **THIS COURT ORDERS** that compliance with requirements of Rules 7.04(1) and 7.08(4) of the *Rules of Civil Procedure*, RRO 1990, Reg. 194 is hereby dispensed with.
7. **THIS COURT ORDERS** that the Settlement Agreement shall be implemented in accordance with its terms.

8. **THIS COURT ORDERS** that the Distribution Protocol, substantially in the form attached hereto as Schedule “B” is fair and appropriate.
9. **THIS COURT ORDERS** that the Distribution Protocol is approved and that the Settlement Amount shall be distributed in accordance with the terms of the Settlement Agreement, following payment of Class Counsel Fees (to be approved) and Administration Expenses.
10. **THIS COURT ORDERS** that the Plan of Notice, substantially in the form attached hereto as Schedule “C”, is hereby approved for the purpose of the publication and dissemination of the Short Form Notice of Settlement, Long Form Notice of Settlement and Claim Form.
11. **THIS COURT ORDERS** that the form and content of the Short Form Notice of Settlement substantially in the form attached hereto as Schedule “D” is hereby approved.
12. **THIS COURT ORDERS** that the form and content of the Long Form Notice of Settlement substantially in the form attached hereto as Schedule “E” is hereby approved.
13. **THIS COURT ORDERS** that the form and content of the Claim Form, substantially in the form attached hereto as Schedule “F” is hereby approved.
14. **THIS COURT ORDERS** that the Plaintiffs and Defendants may, on notice to the Court but without the need for further order of the Court, agree to reasonable extensions of time to carry out any provisions of the Settlement Agreement.

15. **THIS COURT ORDERS** that, other than that which has been provided in Section 5 of the Settlement Agreement, the Releasees have no responsibility for and no liability whatsoever with respect to the administration of the Settlement Agreement.
16. **THIS COURT ORDERS** that, upon the Effective Date, the Releasors under the Settlement Agreement forever and absolutely release, waive, and discharge, and shall be conclusively deemed to have fully, finally and forever released and discharged the Releasees from the Released Claims that any of them whether directly or indirectly or in any other capacity ever had, now have, or hereafter can, shall or will have, as provided by the Settlement Agreement.
17. **THIS COURT ORDERS** that, upon the Effective Date, the Releasors and Class Counsel shall not now or hereafter institute, continue, maintain or assert, either directly or indirectly, whether in Canada or elsewhere, on their own behalf or on behalf of any class or any other person, any action, suit, cause of action, claim or demand against any Releasee, or any other person who may claim contribution or indemnity or other claims over relief from any Releasee, in respect of any Released Claim or any matter related thereto.
18. **THIS COURT ORDERS** that the approval of the Settlement Agreement is contingent upon approval of it by the Québec Superior Court, and the terms of this Order shall not be effective unless and until the Settlement Agreement is approved by the Québec Superior Court. If a motion for such an Order is dismissed by the Québec Court, the Defendants may seek an Order vacating this Order, which motion the Plaintiffs shall not oppose.

19. **THIS COURT ORDERS** that upon the Effective Date, the Action shall be dismissed against all Defendants with prejudice and without costs.



The Honourable Justice Perell

THE TRUSTEES OF THE DRYWALL
ACOUSTIC LATHING
AND INSULATION LOCAL 675
PENSION FUND ET AL.
Plaintiffs

v. SNC-LAVALIN GROUP INC. et al.
Defendants

Court File No.: CV-12-453236-00CP

**ONTARIO
SUPERIOR COURT OF JUSTICE**

Proceeding commenced at Toronto
Proceeding under the *Class Proceedings Act, 1992*

ORDER – SETTLEMENT APPROVAL

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Schedule "I"

COUR SUPÉRIEURE
(Chambre des actions collectives)

CANADA
PROVINCE DE QUÉBEC
DISTRICT DE QUÉBEC

N° : 500-06-000650-131

DATE : ● 2018

SOUS LA PRÉSIDENTE DE L'HONORABLE ROBERT MONGEON, j.c.s.

JEAN-PAUL DELAIRE

Demandeur

c.

SNC-LAVALIN GROUP INC.

et

IAN A. BOURNE

et

DAVID GOLDMAN

et

PATRICIA A. HAMMICK

et

PIERRE H. LESSARD

et

EDYTHE A. MARCOUX

et

LORNA R. MARSDEN

et

CLAUDE MONGEAU

et

GWYN MORGAN

et

MICHAEL D. PARKER

et

HUGH D. SEGAL

et

LAWRENCE N. STEVENSON

et

GILLES LARAMÉE

et

PIERRE DUHAIME

et

RIADH BEN AÏSSA

et

STÉPHANE ROY

Défendeurs

eNt

FONDS D'AIDE AUX ACTIONS COLLECTIVES

Mis en cause

**JUGEMENT SUR DEMANDE POUR OBTENIR L'APPROBATION DE LA
TRANSACTION ET DU PROTOCOLE DE DISTRIBUTION**

[1] **ATTENDU** que les parties sont impliquées dans un litige de la nature d'une action collective;

[2] **ATTENDU** qu'une entente de règlement a été conclue entre le Demandeur et les Défendeurs SNC-Lavalin Group Inc. (ci-après « **SNC-Lavalin** ») et Ian A. Bourne, David Goldman, Patricia A. Hammick, Pierre H. Lessard, Edythe A. Marcoux, Lorna R. Marsden, Claude Mongeau, Gwyn Morgan, Michael D. Parker, Hugh D. Segal, Lawrence N. Stevenson, Gilles Laramée, Michael Novak, Pierre Duhaime, Riadh Ben Aïssa et Stéphane Roy (ci-après les « **Défendeurs Individuels** ») et avec SNC-Lavalin, les « **Défendeurs** »), soit l'Entente SNC-Lavalin;

[3] **ATTENDU** que le Demandeur demande au Tribunal :

- a) d'approuver l'Entente SNC-Lavalin;
- b) d'approuver le Protocole de Distribution; et
- c) d'approuver les Avis aux membres et le Plan de diffusion proposé par les parties à l'Entente SNC-Lavalin;

- [4] **CONSIDÉRANT** le jugement rendu le ● par lequel le Tribunal a approuvé la forme et le contenu et a ordonné la publication des Avis aux membres visant à les informer de la tenue de l'audience d'approbation de l'Entente SNC-Lavalin;
- [5] **CONSIDÉRANT** que les Avis aux membres ont été publiés en temps opportun, en français et en anglais;
- [6] **CONSIDÉRANT** l'expiration de l'échéance fixée pour s'opposer à l'Entente SNC-Lavalin, sans qu'il n'y ait eu objection écrite à l'encontre de l'Entente SNC-Lavalin;
- [7] **CONSIDÉRANT** qu'aucun Membre du Groupe visé par le Règlement au Québec ne s'est présenté devant cette Cour afin de s'opposer à l'approbation de l'Entente SNC-Lavalin;
- [8] **CONSIDÉRANT** l'article 590 du *Code de procédure civile*;
- [9] **CONSIDÉRANT** que la demande a dûment été notifiée au Fonds d'aide aux actions collectives;
- [10] **CONSIDÉRANT** que le Demandeur et les Défendeurs consentent au présent jugement;
- [11] **APRÈS EXAMEN**, il y a lieu de faire droit à la demande du Demandeur;
- POUR CES MOTIFS, LE TRIBUNAL :**
- [12] **ACCUEILLE** la demande;
- [13] **DÉCLARE** qu'aux fins du présent jugement et sauf disposition contraire, les définitions figurant dans l'Entente SNC-Lavalin, jointe en annexe « A » au présent jugement, s'appliquent et sont intégrées au présent jugement;
- [14] **DÉCLARE** que l'Entente SNC-Lavalin est équitable, raisonnable et dans le meilleur intérêt des Membres du Groupe;
- [15] **APPROUVE** l'Entente SNC-Lavalin conformément à l'article 590 du *Code de procédure civile*;
- [16] **ORDONNE** que toutes les dispositions de l'Entente SNC-Lavalin (incluant le préambule et les définitions) font partie intégrante du présent jugement et lient SNC-Lavalin et les Défendeurs Individuels, conformément aux modalités de celles-ci, ainsi que le Demandeur et tous les Membres du Groupe qui ne se sont pas exclus de ce recours, et ce, conformément au jugement de la Cour supérieure du Québec daté du 24 janvier 2013, et incluant les personnes mineures ou celles qui sont inaptes;
- [17] **DÉCLARE** qu'en cas de conflit entre le présent jugement et l'Entente SNC-Lavalin, le présent jugement prévaudra;

[18] **ORDONNE** que l'Entente SNC-Lavalin soit mise en œuvre en conformité avec ses termes;

[19] **DÉCLARE** que le Protocole de Distribution, joint en annexe « B » au présent jugement, est juste et équitable;

[20] **APPROUVE** substantiellement le Protocole de Distribution et **ORDONNE** que le Montant de Règlement soit distribué conformément aux modalités de l'Entente SNC-Lavalin, suite au paiement des honoraires des Avocats du Groupe (à être approuvés) et des dépenses d'administration;

[21] **APPROUVE** substantiellement le Plan de diffusion, joint en annexe « C » au présent jugement, aux fins de la diffusion des Avis aux membres, en versions abrégée et détaillée (en français et en anglais) et du Formulaire de Réclamation;

[22] **APPROUVE** substantiellement la forme et le contenu des Avis aux membres, en versions abrégée et détaillée (en français et en anglais), joints en annexe « D » au présent jugement;

[23] **APPROUVE** substantiellement la forme et le contenu du Formulaire de Réclamation, joint en annexe « E » au présent jugement;

[24] **DÉCLARE** que le Demandeur et les Défendeurs peuvent, sur avis donné au Tribunal mais sans qu'il soit nécessaire que le Tribunal rende une ordonnance, convenir de prolongations de délais raisonnables afin de mettre en œuvre les dispositions de l'Entente SNC-Lavalin;

[25] **DÉCLARE** qu'à l'exception de ce qui a été prévu à la section 5 de l'Entente SNC-Lavalin, les Parties Quittancées n'ont aucune responsabilité ou obligation quelconque quant à l'administration de l'Entente SNC-Lavalin;

[26] **DÉCLARE** qu'à compter de la Date d'entrée en vigueur, les Parties donnant quittance, en vertu de l'Entente SNC-Lavalin, libèrent et quittencent, de façon absolue et inconditionnelle et seront réputées avoir donné une quittance complète, générale et finale aux Parties Quittancées, eu égard aux Réclamations Quittancées de l'Entente SNC-Lavalin, que celles-ci aurait pu avoir directement ou indirectement ou selon tout autre titre qu'elles ont eu ou pourrait avoir, tel que prévu dans l'Entente SNC-Lavalin;

[27] **DÉCLARE** qu'à compter de la Date d'entrée en vigueur, les Parties donnant Quittance et les Avocats du Groupe ne pourront, maintenant ou dans le futur, intenter, continuer, maintenir ou faire valoir, directement ou indirectement, au Canada ou ailleurs, pour leur propre compte ou pour le compte de tout groupe ou de toute autre personne, toute action, procédure, cause d'action, réclamation ou demande contre l'une ou l'autre des Parties Quittancées ou toute autre personne qui pourrait réclamer une contribution, une indemnité ou tout autre réclamation de n'importe laquelle des Parties Quittancées, à l'égard des Réclamations Quittancées ou de tout sujet y afférent;

[28] **DÉCLARE** que l'approbation de l'Entente SNC-Lavalin est conditionnelle à l'approbation par le Tribunal de l'Ontario et que les termes du présent jugement seront sans effet tant que cette ordonnance ne sera pas rendue. Si une telle ordonnance n'est pas rendue par le Tribunal de l'Ontario, les Défendeurs pourront demander au Tribunal d'annuler le présent jugement, ce à quoi le Demandeur ne pourra pas s'opposer;

[29] **DÉCLARE** qu'à compter de la Date d'entrée en vigueur, par le présent jugement, le recours du Québec est déclaré réglé hors Cour contre les Défendeurs, sans frais et sans préjudice;

[30] **LE TOUT**, sans frais de justice.

ROBERT MONGEON, j.c.s.

Siskinds, Desmeules, Avocats, Casier #15
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Avocats du Demandeur

Langlois Avocats s.e.n.c.r.l.
Me Sean Griffin
Me Daniel Baum
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Duggan Avocats
Me James R.K. Duggan
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Avocats de Stephane Roy
Gowling Lafleur Henderson s.e.n.c.r.l., s.r.l.
Me Michaël Garellek
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Montréal (Québec) H3B 3P4
Avocats de Pierre Duhaime

Fonds d'aide aux actions collectives
Me Frikia Belogbi
1, rue Notre-Dame Est, bureau 10:30
Montréal (Québec) H2Y 1B6

Date d'audience : ● 2018

Annexe A : Entente SNC-Lavalin
Annexe B : Protocole de Distribution
Annexe C : Plan de diffusion
Annexe D : Avis aux membres
Annexe E : Formulaire de Réclamation

Schedule "J"

DISTRIBUTION PROTOCOL

This Distribution Protocol should be read in conjunction with the Settlement Agreement dated ● (“Settlement Agreement”).

DEFINED TERMS

1. The terms “**Administration Expenses**”, “**Administrator**”, “**Claim Form**”, “**Claims Bar Deadline**”, “**Class Counsel Fees**”, “**Class Members**”, “**Class Period**”, “**Distribution Protocol**”, “**Eligible Securities**”, “**Net Settlement Amount**”, “**Settlement Amount**”, and “**SNC**”, as used herein, are defined in the Settlement Agreement, which definitions apply to and are incorporated herein. In addition, the following definitions apply to this Distribution Protocol:

- (a) “**Acquisition Expense**” means the lesser of
 - (i) the price per share paid to acquire Eligible Securities plus brokerage commissions actually paid; and
 - (ii) \$48.37, plus brokerage commissions actually paid;
- (b) “**Authorized Claimant**” means a Claimant who has suffered a net loss in respect of transactions of Eligible Securities;
- (c) “**Claimant**” means a Class Member who submits a properly completed Claim Form and all required supporting documentation to the Administrator, on or before the Claims Bar Deadline;
- (d) “**Disposition Proceeds**” means the price per share actually received by a Claimant on the disposition of Eligible Securities, without deducting any commissions paid in respect of the dispositions;

- (e) “**FIFO**” means “first in, first out”, whereby for the purpose of determining Claimants’ Notional Entitlement, securities are deemed to be sold in the same order that they were purchased (e.g. the first securities of SNC purchased by a Class Member are deemed to be the first securities of SNC sold); and which requires, in the case of a Claimant who acquired SNC securities before the Class Period and held those securities at the commencement of the Class Period, that those securities be deemed to have been sold completely before Eligible Securities are sold or deemed sold;
- (f) “**Net Loss**” means that the Claimant’s total Disposition Proceeds in respect of all Eligible Securities are less than the Claimant’s total Acquisition Expense in respect of all Eligible Securities; and
- (g) “**Notional Entitlement**” means an Authorized Claimant’s notional damages as calculated pursuant to the formulae set forth herein, and which forms the basis upon which each Authorized Claimant’s *pro rata* share of the Net Settlement Amount is determined.

OBJECTIVE

- 2. The objective of this Distribution Protocol is to equitably distribute the Net Settlement Amount among Authorized Claimants in a manner analogous to the damages provisions of the securities legislation of Ontario and Quebec.

PROCESSING CLAIM FORMS

- 3. The Administrator shall review each Claim Form and verify that the Claimant is eligible for compensation from the Net Settlement Amount, as follows:

- (a) For a Claimant claiming as a Class Member, the Administrator shall be satisfied that the Claimant is a Class Member;
 - (b) For a Claimant claiming on behalf of a Class Member or a Class Member's estate, the Administrator shall be satisfied that:
 - (i) the Claimant has authority to act on behalf of the Class Member or the Class Member's estate in respect of financial affairs;
 - (ii) the person or estate on whose behalf the claim was submitted was a Class Member; and
 - (iii) the Claimant has provided all supporting documentation required by the Claim Form or alternative documentation acceptable to the Administrator.
4. The Administrator shall ensure that only claims for compensation in respect of Eligible Securities in the Claim Form are approved.

CALCULATION OF NET LOSS AND NOTIONAL ENTITLEMENT

5. The Net Settlement Amount will be distributed in accordance with this Distribution Protocol.
6. A Claimant must have sustained a Net Loss in order to be eligible to receive a payment from the Net Settlement Amount. A Claimant that has not suffered a Net Loss as calculated under this Distribution Protocol will not be entitled to receive any portion of the Net Settlement Amount.

7. The Administrator shall first determine whether a Claimant has sustained a Net Loss. If the Claimant has sustained a Net Loss, they become an Authorized Claimant, and the Administrator will go on to calculate the Authorized Claimant's Notional Entitlement.
8. The Administrator will apply FIFO to distinguish the sale of SNC securities held at the beginning of the Class Period from the sale of Eligible Securities and will continue to apply FIFO to determine the purchase transactions which correspond to the sale of Eligible Securities.
9. The date of a purchase, sale or deemed disposition shall be the trade date, as opposed to the settlement date of the transaction or the payment date.
10. The Administrator shall account for any splits or consolidations that occurred during and may occur after the Class Period, such that Claimants' holdings for the purposes of the calculations are completed in units equivalent to those traded during the Class Period.
11. The Administrator will use the data, derived from applying FIFO, in the calculation of an Authorized Claimant's Notional Entitlement according to the formulae below.
12. An Authorized Claimant's Notional Entitlement will be calculated as follows:
 - I. **For Eligible Securities disposed of during the 10 trading days following the alleged corrective disclosure, that is, disposed of on or between February 28, 2012 and March 12, 2012, the Notional Entitlement shall be an amount equal to the number of Eligible Securities thus disposed of, multiplied by the difference between the Acquisition Expense and the Disposition Proceeds for those securities;**

- II. For Eligible Securities disposed of after the close of trading on the Toronto Stock Exchange on March 12, 2012, the Notional Entitlement shall be the lesser of A and B, as calculated below:**
- A. an amount equal to the number of Eligible Securities thus disposed of, multiplied by the difference between the Acquisition Expense and the Disposition Proceeds in respect of those securities; and**
- B. an amount equal to the number of Eligible Securities thus disposed of, multiplied by the difference between the Acquisition Expense for those securities and \$41.69.**
- III. For Eligible Securities still held by the Claimant, the Notional Entitlement shall be the difference between the Acquisition Expense in respect of those securities and \$41.69, multiplied by the number of Eligible Securities still held.**
13. In determining whether a Claimant has sustained a Net Loss and calculating an Authorized Claimant's Notional Entitlement, transactions in Eligible Shares in any foreign currency shall be converted to Canadian currency, based on the Bank of Canada noon exchange rate between the Canadian dollar and the foreign currency on the date on which the Administrator calculates the Notional Entitlements of Authorized Claimants. All Notional Entitlements shall be recorded in Canadian currency.

COMPLETION OF CLAIM FORM

14. If, for any reason, a Claimant is unable to complete the Claim Form then it may be completed by the Claimant's personal representative or a member of the Claimant's family duly authorized by the Claimant to the satisfaction of the Administrator.

IRREGULAR CLAIMS

15. The claims process is intended to be expeditious, cost effective and "user friendly" to minimize the burden on Claimants. The Administrator shall, in the absence of reasonable grounds to the contrary, assume Claimants to be acting honestly and in good faith.
16. Where a Claim Form contains minor omissions or errors, the Administrator shall correct such omissions or errors if the information necessary to correct the error or omission is readily available to the Administrator.
17. The claims process is also intended to prevent fraud and abuse. If, after reviewing any Claim Form, the Administrator believes that the claim contains unintentional errors which would materially exaggerate the Notional Entitlement awarded to the Claimant, then the Administrator may disallow the claim in its entirety or make such adjustments so that an appropriate Notional Entitlement is awarded to the Claimant. If the Administrator believes that the claim is fraudulent or contains intentional errors which would materially exaggerate the Notional Entitlement to be awarded to the Claimant, then the Administrator shall disallow the claim in its entirety.
18. Where the Administrator disallows a claim in its entirety, the Administrator shall send to the Claimant, at the email or postal address provided by the Claimant or the Claimant's last known email or postal address, a notice advising that the claim has been disallowed and that the Claimant may request the Administrator to reconsider its decision. For greater certainty, a Claimant is not entitled to a notice or a review where a claim is

allowed but the Claimant disputes the determination of Notional Entitlement or his, her or its individual compensation.

19. Any request for reconsideration must be received by the Administrator within 45 days of the date of the notice advising of the disallowance. If no request is received within this time period, the Claimant shall be deemed to have accepted the Administrator's determination and the determination shall be final and not subject to further review by any court or other tribunal.
20. Where a Claimant files a request for reconsideration with the Administrator, the Administrator shall advise Class Counsel of the request and conduct an administrative review of the Claimant's complaint.
21. Following its determination in an administrative review, the Administrator shall advise the Claimant of its determination. In the event the Administrator reverses a disallowance, the Administrator shall send the Claimant, at the email or postal address provided by the Claimant or the Claimant's last known email or postal address, a notice specifying the revision to the Administrator's disallowance.
22. The determination of the Administrator in an administrative review is final and is not subject to further review by any court or other tribunal.
23. Any matter not referred to above shall be determined by analogy by the Administrator in consultation with Class Counsel.

ADDITIONAL RULES

24. The Administrator shall not make payments to Authorized Claimants whose *pro rata* entitlement under this Plan of Allocation is less than CAD\$10.00. Such amounts shall

instead be allocated *pro rata* to other Authorized Claimants in accordance with the “Final Distribution” section of this Plan of Allocation.

25. Eligible Shares transferred between accounts belonging to the same Claimant(s) during the Class Period shall not be deemed to be Eligible Securities for the purpose of calculating Net Loss unless those securities were initially purchased by the Claimant(s) during the Class Period. The Acquisition Expense shall be calculated based on the price initially paid for the Eligible Securities.
26. The Administrator shall make payment to an Authorized Claimant by either bank transfer or by cheque at the address provided by the Authorized Claimant or the last known postal address for the Authorized Claimant. If, for any reason, an Authorized Claimant does not cash a cheque within six months after the date on which the cheque was sent to the Authorized Claimant, the Authorized Claimant shall forfeit the right to compensation and the funds shall be distributed in accordance with the “Final Distribution” section of this Plan of Allocation.

FINAL DISTRIBUTION

27. Each Authorized Claimant’s actual compensation shall be the portion of the Net Settlement Amount equivalent to the ratio of his, her or its Notional Entitlement to the total Notional Entitlements of all Authorized Claimants multiplied by the Net Settlement Amount, as calculated by the Administrator.
28. Compensation shall be paid to Authorized Claimants in Canadian currency.
29. If, one hundred eighty (180) days from the date on which the Administrator distributes the Net Settlement Amount to Authorized Claimants, the Escrow Account remains in a positive balance (whether due to tax refunds, uncashed cheques, or otherwise), the

Administrator shall, if feasible, reallocate such balance among the Authorized Claimants in an equitable and economic fashion. In the event any such remaining balance is less than may practically be distributed to Authorized Claimants in the opinion of Class Counsel and the Administrator, such balance shall be allocated *cy pres* to one or more recipients to be approved by the Court. The *Act Respecting the Fonds d'aide aux actions collectives*, CQLR c F-3.2.0.1.1 will apply to the portion of any remaining balance, if any, attributable to Quebec Class Members.

30. By agreement between the Administrator and Class Counsel, any deadline contained in this Distribution Protocol may be extended. Class Counsel and the Administrator shall agree to extend a deadline(s) if, in their opinions, doing so will not adversely affect the efficient administration of the Settlement and it is in the best interests of the Class to do so.

-END-