

SETTLEMENT AGREEMENT

(the “Settlement Agreement”)

BETWEEN: **JOHN BRANDONE**, residing at 10315, rue Thomas-Paine, District of
Montréal, Province of Québec, H1C 0B6

(hereinafter “**Brandone**”)

AND: **BERTA RICCIUTTI**, residing at 10339, rue Thomas-Paine, District of
Montréal, Province of Québec, H1C 0C3

(hereinafter “**Ricciutti**”)

AND: **VINCE BASCIANO**, residing at 10331, rue Thomas-Paine, District of
Montréal, Province of Québec, H1C 0B6

(hereinafter “**Basciano**”, together with Brandone and Ricciuti,
the “**Plaintiffs**”)

AND: **RECY-BÉTON INC.**, a corporation incorporated pursuant to the laws of
Québec, having a place of business at 2000-630, boul. René-Lévesque Ouest,
District of Montréal, Province of Québec, H3B 1S6

(hereinafter “**Recy-Béton**”)

AND: **CONCASSAGE TRANS-CANADA LTÉE**, a corporation incorporated
pursuant to the laws of Canada, having a place of business at 2000-630, boul.
René-Lévesque Ouest, District of Montréal, Province of Québec, H3B 1S6

(hereinafter “**TCC**”, together with Recy-Béton, the “**Defendants**”)

(Plaintiffs and Defendants hereinafter collectively the “**Parties**”)

1. RECITALS

1.1 **WHEREAS** the Plaintiffs are all residents of the borough of Rivière-des-Prairies–Pointe-
aux-Trembles (“**RDP**”) in Montréal, Québec;

- 1.2 **WHEREAS** until December 5, 2022, Recy-Béton operated a construction waste recovery and recycling facility at 10575, boul. Henri-Bourassa Est in RDP, which land was then owned by TCC (the “**Facility**”);
- 1.3 **WHEREAS** the Plaintiffs filed an *Application for Authorization to Institute a Class Action, to Obtain the Status of Representatives and Injunction* on December 30, 2020 (the “**Original Application**”) before the Superior Court of Montreal (the “**Court**”) in file n° 500-06-001116-207 (the “**Proceedings**”);
- 1.4 **WHEREAS** the Original Application was predicated on the Plaintiffs’ claim alleging that emissions in RDP were emanating from the Facility (the “**Alleged Dust Emissions**”), and was aimed at encouraging the reduction of same (the “**Objective**”);
- 1.5 **WHEREAS** the Plaintiffs’ former attorney submitted proposed amendments to the Original Application to some of the Defendants and the Court on November 29, 2021, January 20, 2022, February 21, 2022, and April 27, 2022 (collectively the “**Proposed Amendments**”). The Proposed Amendments, which contained additional allegations and sought additional remedies beyond the Plaintiffs’ Objective, were never authorized;
- 1.6 **WHEREAS** Recy-Béton’ considers that it has carried on its operations at the Facility in a diligent manner and in accordance with applicable laws, regulations and authorizations;
- 1.7 **WHEREAS** the Facility is located in an area that (i) is industrial and commercial, (ii) is subject to a high volume of local and transiting car, truck and heavy vehicle traffic on a daily basis, and (iii) is home to numerous other industrial and commercial enterprises, and as a result, the Alleged Dust Emissions could in fact have emanated from various sources other than or in addition to the Facility;
- 1.8 **WHEREAS** the Plaintiffs have noted that the Alleged Dust Emissions have significantly declined since the filing of the Original Application, and consider that their Objective in filing the action has largely been satisfied;
- 1.9 **WHEREAS**, further to the Proposed Amendments, the action also contains various allegations, contentions and claims related to, *inter alia*, alleged pollution or contamination



of land, air, ground water or water in RDP (together with the Alleged Dust Emissions, the “**Alleged Pollution**”);

- 1.10 **WHEREAS** the Proposed Amendments allege that the Alleged Pollution was caused by some or all of the Defendants and allegedly caused harm to the members of the Settlement Class described hereinafter (the “**Alleged Harm**”);
- 1.11 **WHEREAS** the Plaintiffs’ former attorney mandated the firm Envirosuite to act as an expert on behalf of the Plaintiffs to assess the existence and potential sources of the Alleged Pollution, and whereas the report prepared by that firm (the “**Expert Report**”) was inconclusive;
- 1.12 **WHEREAS** the Plaintiffs recognize that there is no conclusive or convincing evidence that any of the Defendants caused any of the Alleged Pollution or Alleged Harm;
- 1.13 **WHEREAS** the Plaintiffs will file and notify an *Amended and Restated Application for Authorization to Institute a Class Action and to Obtain the Status of Representative* (the “**Amended Application**”, together with the Original Application and the Proposed Amendments, collectively the “**Action**”), to the Defendants and the Court substantially in the form of the procedure attached hereto as **Schedule A**;
- 1.14 **WHEREAS** the Amended Application purports to obtain the Court’s authorization to institute a class action against the Defendants on behalf of:

*All persons who, between December 30, 2017, and April 30, 2022, (the “**Class Period**”) were owners, tenants or residents of immovables located in the Borough of Riviere-des-Prairies-Pointe-aux-Trembles, in the City of Montreal (Québec), within a 2 kilometers radius from the limits of the Defendants’ property located at 10575 Henri-Bourassa Blvd. East (the “**Class Members**”).*

- 1.15 **WHEREAS** the Court has not yet ruled upon the Original Application, the Proposed Amendments or the Amended Application, and has not authorized the exercise of the said class action;
- 1.16 **WHEREAS** Defendants completely deny any and all wrongdoing or liability for any and all of the allegations in the Action;

- 1.17 **WHEREAS** Plaintiffs' former attorney has instituted at least two other applications for authorization to institute class actions in relation to the Alleged Pollution against other defendants in files n° 500-06-001116-207 and 500-06-001175-229;
- 1.18 **WHEREAS** on December 5, 2022, the Defendants sold the Facility and their operations to a third party;
- 1.19 **WHEREAS** the Parties entered into settlement discussions following the substitution of attorneys for the Plaintiffs;
- 1.20 **WHEREAS**, in the context of those settlement discussions, the Defendants mandated SNC Lavalin to prepare a report based on simulations to assess the intensity and potential impact of dust hypothetically emanating from the Facility on the Settlement Class with a view to identifying the members of the Settlement Class eligible to a compensation in the context of this settlement, said report being attached hereto as **Schedule B** (the "**SNC Report**");
- 1.21 **WHEREAS** the Parties wish to conclude a settlement, without admission of any kind, in order to avoid the costs and uncertainty of litigation.

WHEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

2. DEFINITIONS

- 2.1 The capitalized terms in this Settlement Agreement have the following meanings, unless this Settlement Agreement specifically provides otherwise. Other capitalized terms used in this Settlement Agreement that are not defined in this Section 2 shall have the meanings ascribed to them elsewhere in this Settlement Agreement.
- 2.2 "**Approval Order**" means the Court's order and/or judgment approving this Settlement Agreement.
- 2.3 "**Class Counsel**" means LCM Avocats Inc.



- 2.4 **“Counsel Fees”** means funds/amounts charged by Class Counsel to Plaintiffs as reasonable compensation for their fees, disbursements and applicable taxes and also including those of experts, as well as the disbursements of the Settlement Class Representatives, the whole with respect to the Action, its authorization and settlement thereof, which funds/amounts shall be approved, awarded and determined in accordance with the existing case law and principles generally applied by the Court in the context of the resolution of the fees and disbursements in class actions.
- 2.5 **“Effective Date”** means thirty (30) days after the Approval Order has been rendered if no appeals have been filed, or if any appeals have been instituted, the date upon which such appeals are finally resolved in such manner as to permit this Settlement Agreement to take effect in accordance with the terms and conditions herein.
- 2.6 **“Eligible Members”** means all of the Settlement Class Members who, between December 30, 2017 and April 30, 2022, resided in a property located in *Zones 1 and 2* as described in the SNC Report (**Schedule B**).
- 2.7 **“Notice Program”** means a reasonable notice program for distributing Settlement Notices in English and French, consistent with any notice already published in respect of authorization and the right to opt out, approved by the Court.
- 2.8 **“Pre-Approval/Approval Motions”** means all motions or applications brought in the Action and before the Court by the Parties’ attorneys as part of the process of seeking an Approval Order.
- 2.9 **“Pre-Approval Notice”** means the English and French versions of the summary and long-form notices notifying the Settlement Class of the Settlement Approval Hearing as well as modalities to object to, or opt-out of the Settlement Agreement, and which will be submitted to the Court substantially in the form of the notices attached hereto as **Schedule C**.
- 2.10 **“Pre-Approval Notice Date”** means the date on which the Pre-Approval Notice in summary form is first distributed in Québec.



- 2.11 **“Pre-Approval Order”** means the Court’s order and/or judgment which schedules the date of the Settlement Approval Hearing, approves the Pre-Approval Notices and determines the procedures for Settlement Class Members to opt-out of the Action.
- 2.12 **“Released Parties”** has the meaning ascribed thereto in Section 6.2.
- 2.13 **“Settlement Approval Hearing”** means the hearing or hearings before the Court for the purpose of determining whether to issue an Approval Order.
- 2.14 **“Settlement Class”** means all persons who, between December 30, 2017, and April 30, 2022, were owners, tenants or residents of immovables located within a 2 kilometers radius from the limits of the Defendants’ property located at 10575 Henri-Bourassa Blvd. East, in the Borough of Riviere-des-Prairies-Pointe-aux-Trembles, City of Montreal, Province of Québec, the whole as described in the SNC Report (**Schedule B**).
- 2.15 **“Settlement Class Member”** means a member of the Settlement Class.
- 2.16 **“Settlement Class Representatives”** means Plaintiffs.
- 2.17 **“Settlement Notices”** means the English and French versions of the Pre-Approval Notice and any other notice provided for in a Court order.
- 2.18 **“Trust Account”** means Woods LLP Trust Account.

3. FOR SETTLEMENT PURPOSES

- 3.1 The recitals in Section 1 above form an integral part of this Settlement Agreement.
- 3.2 **No Admission of Liability.** The Settlement Agreement, and any and all negotiations, documents, discussions and proceedings associated with the Settlement Agreement, shall not be deemed, construed or interpreted to be an admission of any violation of any statute, law or regulation, or of any wrongdoing or liability by the Defendants, or of the truth of any of the claims or allegations contained in the Action or any other pleading filed by Plaintiffs or on their behalf.

- 3.3 **The Settlement Agreement shall not constitute evidence of any liability or any admission.** The Settlement Agreement, and any and all negotiations, documents, discussions and proceedings associated with the Settlement Agreement, and any action taken to carry out the Settlement Agreement, shall not be referred to, offered as evidence, or received in evidence in any pending or future action or proceeding, except in a proceeding to approve and/or enforce the Settlement Agreement, or to defend against the assertion of Released Claims (as defined in Section 6), or as otherwise required by law.

4. **APPROVAL OF SETTLEMENT AGREEMENT**

- 4.1 The Parties shall use their best efforts to obtain prompt approval of this Settlement Agreement by the Court, including through their respective attorneys submitting Pre-Approval Motions and/or Approval Motions.
- 4.2 The Parties agree that the Pre-Approval Motions and Approval Motions submitted to the Court shall seek approval of the requisite notices to the Settlement Class and an Approval Order. To the extent that a proposed Approval Order is submitted to the Court, the Parties agree to collaborate and cooperate on its form.
- 4.3 The settlement provided by this Settlement Agreement shall only become final on the Effective Date.

5. **SETTLEMENT**

- 5.1 The Parties have now agreed to fully and finally settle the Action.
- 5.2 The Defendants shall:
- (a) Pay the following amounts (hereinafter, collectively, the “**Compensation Amounts**”):
 - i. **\$ 400.00**, distributed to each Eligible Member of **Zone “1”**, as described in the SNC Report (**Schedule B**); and

ii. **\$ 200.00**, distributed to each Eligible Member of **Zone "2"**, as described in the SNC Report (**Schedule B**);

- (b) Donate \$ 10,000 to the Don Bosco Youth Leadership Center;
- (c) Reimburse, on Plaintiffs' behalf, the monies advanced to their former attorney, Mtre. Charles O'Brien, by the *Fonds d'aide aux actions collectives* ("**Fonds**"), which total \$ 25 607,74, if required by the Fonds or the Court, as the case may be, and pay the Fonds any other sums required by statute or the Court on account of the settlement.

The amounts described at (a), (b) and (c) above shall hereinafter together be referred to as the "**Settlement Amount**".

5.3 The Parties agree that the Compensation Amounts will be distributed per address, regardless of the number of Eligible Class Members residing at each address. It is understood that if more than one Eligible Class Member has resided in the immovable located at the address receiving a Compensation Amount, between December 30, 2017, and April 30, 2022, the Compensation Amount will be divided between each Eligible Class Member on a *pro rata* basis depending on the duration of their residence.


5.4 The Defendants shall pay the Settlement Amount into the Trust Account in complete satisfaction of their financial obligations as described herein.

6. RELEASE AND WAIVER

6.1 The Parties agree to the following release and waiver (the "**Settlement Class Release**"), which shall take effect upon the Effective Date.

6.2 "**Released Parties**" means (a) the Defendants, and any of their former, present and future owners, shareholders, directors, officers, employees, affiliates, parent companies, subsidiaries, predecessors, lawyers, agents, insurers, reinsurers, representatives, successors, heirs, indemnitors, subrogees, spouses, joint ventures, general or limited partners, principals, members, agents, trustees, beneficiaries, wards, estates, executors,

administrators, receivers, conservators, personal representatives, divisions, dealers, and assigns (individually and collectively, the “**Released Entities**”); and (b) any and all contractors, subcontractors, and suppliers of the Released Entities in connection with the subject of the Alleged Dust Emissions, Alleged Pollution, Alleged Harm and any and all allegations in the Action; .

- 6.3 **Settlement Class Release.** In consideration of the Settlement Agreement, the Released Parties shall be fully, finally, irrevocably, and forever released, discharged and acquitted of any and all claims, demands, actions, or causes of action, whether known or unknown that anyone anywhere may have, on behalf of themselves and their agents, heirs, executors and administrators, successors, assigns, insurers, lawyers, representatives, shareholders, owners' associations, and any other legal or natural persons who may claim by, through or under them with respect to the Alleged Pollution, Alleged Dust Emissions, or Alleged Harm (the “**Releasing Parties**”), purport to have, or may have hereafter against any Released Party, as defined above, arising out of all allegations in the Action. This Settlement Class Release applies to any and all claims, demands, actions, or causes of action of any kind or nature whatsoever, whether in law or in equity, contractual, quasi-contractual or statutory, known or unknown, direct, indirect or consequential, liquidated or unliquidated, past, present or future, foreseen or unforeseen, developed or undeveloped, contingent or non-contingent, suspected or unsuspected, arising from the Alleged Pollution, Alleged Dust Emissions or Alleged Harm, including without limitation (1) any claims that were or could have been asserted in the Action; (2) any claims for fines, penalties, economic damages, environmental damages, punitive damages, exemplary damages, injunctive relief arising, in each of the cases hereinabove enumerated, from facts connected with the Action, as well as lawyers' fees, or other litigation fees or costs, except for any fees awarded by the Court in connection with this Settlement Agreement or otherwise agreed upon between the Parties; and (3) any other liabilities that were or could have been asserted in any civil, administrative, or other proceeding, including any arbitration arising, in each of the cases hereinabove enumerated, from facts connected with the Alleged Pollution, Alleged Dust Emissions or Alleged Harm (the “**Released Claims**”). This Settlement Class Release applies to any and all Released Claims regardless of the legal or equitable theory or nature under which they are based or advanced including
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without limitation legal and/or equitable theories under any federal, provincial, territorial, municipal, local, administrative, or international law, or statute, ordinance, code, regulation, contract, common law, equity, or any other source, and also including any environmental enforcement action advanced pursuant to provincial or federal statute.


- 6.4 **Actions or Proceedings Involving Released Claims.** Settlement Class Members who did not opt out expressly agree that this Settlement Class Release, and the Approval Order, are, will be, and may be raised as a complete defense to, and will preclude, any action or proceeding specified in, or involving claims encompassed by, this Settlement Class Release, to the extent that they have initiated, or caused to be initiated, any suit, action, or proceeding not already encompassed by the Action. Settlement Class Members who did not opt out shall cause such suit, action, or proceeding to come to an end, with prejudice if available. Plaintiffs will take such steps as are reasonably necessary and appropriate, or where appropriate will cooperate with the Defendants' efforts, to give effect to this Settlement Agreement and will not seek any additional relief on behalf of Settlement Class Members who did not opt out with respect to the Released Claims.
- 6.5 **Basis for Entering Release.** The Settlement Class Representatives acknowledge, agree, and specifically represent and warrant that they have discussed with Class Counsel the terms of this Settlement Agreement and have received legal advice with respect to the advisability of entering into this Settlement Agreement and the Settlement Class Release, and the legal effect of this Settlement Agreement and the Settlement Class Release. The representations and warranties made throughout the Settlement Agreement shall survive the execution of the Settlement Agreement and shall be binding upon the respective heirs, representatives, successors and assigns of the Parties.
- 6.6 **Released Parties' Release of Settlement Class Representatives, the Settlement Class, and Class Counsel.** Upon the Effective Date, the Released Parties absolutely and unconditionally release and forever discharge the Settlement Class Representatives, Settlement Class Members, the Class Counsel and the members, officers, directors, employees, partners, agents and experts of Class Counsel from any and all claims relating to the institution or prosecution of the Action.

- 6.7 **Jurisdiction.** The Court shall retain exclusive and continuing jurisdiction over the Parties and this Settlement Agreement to resolve any dispute that may arise regarding this Settlement Agreement or in relation to the Action, including any dispute regarding validity, performance, interpretation, administration, enforcement, enforceability, or annulment of the Settlement Agreement and no Party shall oppose the Court's jurisdiction to rule on any dispute relating to the reopening and reinstatement of the Action for the purposes of effecting Section 6 of the Settlement Agreement.

7. **PAYMENT OF SETTLEMENT**


- 7.1 Defendants shall bear the ultimate responsibility for all required payments owed under the Settlement Agreement. Any legal successor or assign of either Recy-Béton or TCC shall assume the latter's liability under this Settlement Agreement and remain solidarily liable for the payment and other specific performance obligations set forth herein. Defendants shall remain liable for said obligations notwithstanding any sale, acquisition, merger or other transaction changing the ownership or control of any of its successor or assigns. No change in the ownership or control of any such entity shall affect the obligations herein of Defendants without modification of the Settlement Agreement.
- 7.2 Within 30 business days after the Effective Date, the Settlement Amount shall be paid into the Trust Account, which payment shall be in full satisfaction of all payment obligations of the Defendants under this Settlement Agreement and in total satisfaction of all of the Released Claims against the Released Parties.

8. **COOPERATION OF THE PARTIES**


- 8.1 The Parties will cooperate in the preparation of any notice announcing this Settlement Agreement or part thereof.
- 8.2 The Parties agree to make all reasonable efforts to ensure the timely and expeditious administration and implementation of this Settlement Agreement and to ensure that the costs and expenses incurred are reasonable.
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- 8.3 The Parties and their successors and assigns, Counsel for the Defendants and Class Counsel undertake to implement the terms of this Settlement Agreement in good faith, and to use good faith in resolving any disputes that may arise in the implementation of the terms of this Settlement Agreement. The Parties shall instruct Counsel for the Defendants and Class Counsel, upon the request of the other, to confer by telephone to discuss the implementation of this Settlement Agreement and to attempt to resolve any issues raised by the Parties or the Settlement Class Members.
- 8.4 The Parties reserve the right to agree to any reasonable extensions of time that might be necessary to carry out any of the provisions of this Settlement Agreement.
- 8.5 After entry of the Approval Order, the Parties may, without further notice to the Settlement Class or further order of the Court, amend the terms and provisions of the Settlement Agreement by written agreement, in order to allow the proper execution of the Settlement Agreement, provided any such changes are consistent with the Approval Order and do not frustrate the intent of the Settlement Agreement.
- 8.6 In the event that the Parties are unable to reach an agreement on the form or content of any document needed to implement this Settlement Agreement, or on any supplemental provisions that may become necessary to implement the terms of this Settlement Agreement, counsel to the Defendants and Class Counsel may seek the assistance of the Court.

9. NOTICE TO SETTLEMENT CLASS


- 9.1 Defendants will be responsible for the administration of the Notice Program.
- 9.2 The form of the Settlement Notices and the manner of their distribution shall be agreed to by the Parties and be consistent with the Notice Program approved by the Court.
- 9.3 All of the costs of the Notice Program, including costs for publishing, printing, mailing, postage, and translation shall be paid by the Defendants.
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10. SETTLEMENT OBJECTIONS AND OPT-OUTS

- 10.1 Class Counsel will seek a Pre-Approval Order which provides the following procedure for Settlement Class Members to object to the Settlement Agreement, as set out in the Pre-approval Notice.
- 10.2 Objections to the Settlement Agreement must be sent in writing by pre-paid mail, courier, or email to Class Counsel. An objection to the Settlement Agreement will only be effective if:
- (a) It is sent to Class Counsel;
 - (b) It is received or post-marked on or before the objection deadline determined by the Court (the “**Objection Deadline**”); and
 - (c) It is on behalf of a single Settlement Class Member or on behalf of multiple Settlement Class Members residing at the same address.
- 10.3 All written objections to the Settlement Agreement must be personally signed by the Settlement Class Member and shall include the following:
- (a) The Settlement Class Member's name, mailing address, telephone number, and email address (if available);
 - (b) A brief statement of the nature of and reason for the objection to the Settlement Agreement, as applicable; and
 - (c) Whether the Settlement Class Member intends to appear at the Settlement Approval Hearing, and if appearing by counsel, the name, address, telephone number, and email address of counsel.
- 10.4 Any Settlement Class Member who elected to opt out of the Settlement Class may not also object to the Settlement Agreement. If a Settlement Class Member opted out of the Settlement Class and objects to the Settlement Agreement, the opt-out election shall supersede, and the objection/support shall be deemed withdrawn.
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- 10.5 **Consequences of failure to opt out.** All Settlement Class Members who did not validly opt out will be bound by the Settlement Agreement and Approval Order.
- 10.6 Class Counsel shall provide copies of all objections to the Defendants within three (3) business days of receipt. Wherever reasonably possible, such copies shall be provided in electronic form.
- 10.7 Class Counsel shall, five (5) business days before the Settlement Approval Hearing, provide to the Defendants and file with the Court a compilation of all of the objections received on or before the Objection Deadline.

11. CLASS COUNSEL FEES

- 11.1 **Class Counsel Fees.** Class Counsel Fees as defined shall be paid exclusively by the Defendants. Class Counsel will seek approval of their Counsel Fees from the Court. The Defendants will not oppose any request for Counsel Fees provided it reasonably accords with the case law and principles generally applied by the Court with respect to such class counsel fees. The Counsel Fees will become payable after ten (10) business days following the later of (a) the date of the Court's order on Counsel Fees and (b) the Effective Date. In the event that the amount of Counsel Fees awarded by the Court is reduced on appeal, Class Counsel shall, within thirty (30) days of such appellate order, cause the difference between the amount paid and the amount awarded on appeal to be returned to the Defendants.
- 11.2 The Parties acknowledge that due to the particular circumstances of this matter, Class Counsel Fees have been subject to a specific agreement between the Plaintiffs and Class Counsel at the time the latter were retained. The Class Counsel was initially retained by the Plaintiffs because they were facing fundamental disagreements with their attorney and the Plaintiffs wanted to withdraw the class proceedings. As such, the Class Counsel's fee arrangement was predicated on hourly rates. Upon being informed of the Plaintiffs' intention to withdraw the class proceedings, the Defendants indicated their wish to settle this matter once and for all and sought to negotiate a settlement with the Plaintiffs, who agreed to enter into settlement negotiations but indicated that they did not want to incur additional expenses. The Parties therefore agreed that the fees of the Class Counsel would
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be assumed by the Defendants. The Parties furthermore state that Defendants had no say with respect to Class Counsel's instructions nor on the work performed by Class Counsel.

12. ANNULMENT OF SETTLEMENT AGREEMENT


- 12.1 Subject to Section 12.2, this Settlement Agreement can be annulled at the discretion of either the Defendants, Class Counsel, or the Settlement Class Representatives in the event that:
- (a) The Court declines to approve the Settlement Agreement or any material part thereof; or
 - (b) The Court approves the Settlement Agreement in a materially modified form.
- 12.2 It is expressly agreed that any failure or refusal of the Court to grant or approve, in whole or in part, a request for Counsel Fees as defined, as provided in Section 11.1, shall not be deemed to be a refusal or failure by the Court to approve this Settlement Agreement or any material part thereof, nor be deemed to be a material modification of all or part of this Settlement Agreement, and shall not provide any basis for the modification or annulment of this Settlement Agreement.
- 12.3 If this Settlement Agreement is annulled pursuant to Section 12.1, the Parties will be returned to their positions *status quo ante* with respect to the Action as if this Settlement Agreement was not entered into.
- 12.4 If this Settlement Agreement is annulled pursuant to Section 12.1 or is otherwise invalidated, then:
- (a) This Settlement Agreement, including the Settlement Class Release, shall be null and void and shall have no force or effect, and no Party to this Settlement Agreement shall be bound by any of its terms except as expressly provided in this Section 12;
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- (b) Nothing in this Settlement Agreement, in the negotiations, statements and proceedings relating to same, or in the content of the SNC Report, which were all put forth on a without prejudice basis, shall be binding on the Parties or admissible in Court, or otherwise affect any position that any of the Parties may take at a later time with regard to any issue related to the Action or any other litigation; and
- 12.5 If this Settlement Agreement is annulled or invalidated, the provisions of Sections 1, 3, 12 and 13 shall survive the annulment and continue in full force and effect. The definitions in Section 2 and elsewhere in this Settlement Agreement shall survive only for the limited purpose of the interpretation of these surviving sections within the meaning of the Settlement Agreement, but for no other purposes. All other provisions of this Settlement Agreement and all other obligations pursuant to this Settlement Agreement shall cease immediately.
- 12.6 The Parties expressly reserve all of their respective rights if this Settlement Agreement is annulled or invalidated.

13. OTHER TERMS AND CONDITIONS

- 13.1 **Motions for Directions.** Class Counsel may apply to the Court for directions in respect of the implementation of this Settlement Agreement. All motions contemplated by or referred to in this Settlement Agreement shall be on notice to the Defendants.
- 13.2 **Ongoing Jurisdiction.** The Court shall retain exclusive jurisdiction over the Action, the Parties thereto, and the determination of Counsel Fees in the Action.
- 13.3 This Settlement Agreement shall be binding upon, and enure to the benefit of the Defendants, the Settlement Class Representatives, all Settlement Class Members, the Released Parties and the Releasing Parties, as well as their respective agents, heirs, executors, administrators, successors, transferees, and assigns.
- 13.4 Each Party hereby represents, warrants and agrees that it has had the benefit of legal counsel regarding the terms and provisions of this Transaction, and its execution, and that

the persons executing this Transaction are authorized and have the capacity to sign for and bind the respective Party for whom they sign.

- 13.5 The waiver by one Party of any breach of this Settlement Agreement by another Party shall not be deemed a waiver of any prior or subsequent breach of this Settlement Agreement.
- 13.6 All time periods in this Settlement Agreement shall be computed in calendar days unless expressly provided otherwise. Also, unless provided otherwise in this Settlement Agreement, in computing any period of time in this Settlement Agreement or by order of the Court, the day of the act or event shall not be included, and the last day of the period shall be included, unless it is a Saturday, a Sunday, or a Québec statutory holiday, or, when the act to be done is a court filing, a day on which the Court is closed, in which case the period shall run until the end of the next day that is not one of the aforementioned days.
- 13.7 This Settlement Agreement sets forth the entire agreement among the Parties with respect to its subject matter. Any agreement purporting to change or modify the terms of this Settlement Agreement must be in writing and executed by the Counsel and the Parties' representatives who represent themselves as being duly authorized. The Parties expressly acknowledge that no other related agreements, arrangements or understandings not expressed in this Settlement Agreement exist among or between them, and that in deciding to enter into this Settlement Agreement, they have relied solely upon their own judgment and knowledge. This Settlement Agreement supersedes any prior agreements, understandings, or undertakings (written or oral) by and between the Parties regarding the subject matter of this Settlement Agreement.
- 13.8 This Settlement Agreement constitutes a transaction within the meaning of Articles 2631 and following of the *Civil Code of Québec*, and the Parties are hereby renouncing to any errors of fact, of law, and/or of calculation. 
- 13.9 The Parties acknowledge that they have required and consented that this Settlement Agreement and related documents be prepared in French and English; *les parties reconnaissent avoir exigé que la présente convention et ses documents connexes soient*

rédigés en français et en anglais. In case of discrepancy between either version, the English version shall prevail.

- 13.10 Whenever this Settlement Agreement requires or contemplates that one of the Parties shall or may give notice to the other, notice shall be provided by email and/or next-day (excluding Saturdays, Sundays, and statutory holidays in Québec) express delivery service as follows:

If to Defendants, then to:

Mtre. Marie-Louise Delisle
Mtre. Érika Normand-Couture
WOODS LLP
2000, McGill College Avenue, Suite 1700
Montreal (Quebec) H3A 3H3

If to Class Counsel, then to:

Mtre. Anaïs Kadian
Mtre. Patrick Ferland
LCM Avocats inc.
600, De Maisonneuve Blvd. West, Suite 2700
Montreal (Quebec) H3A 3J2

- 13.11 The Settlement Class, Settlement Class Representatives and/or the Defendants shall not be deemed to be the drafters of this Settlement Agreement or of any particular provision, nor shall they argue that any particular provision should be construed against its drafter. All Parties agree that this Settlement Agreement was drafted by counsel for the Parties during arm's-length negotiations. No testimony or other evidence may be offered to explain, construe, contradict, or clarify its terms, the intent of the Parties or their counsel, or the circumstances under which this Settlement Agreement was made or executed.
- 13.12 The division of this Settlement Agreement into sections and the insertion of topic and section headings, as well as the Recitals, form an integral part of this Settlement Agreement.
- 13.13 The Parties agree that this Settlement Agreement was reached voluntarily after consultation with competent legal counsel.

13.14 This Settlement Agreement shall be governed by and construed and interpreted in accordance with the laws of the Province of Quebec and the federal laws of Canada applicable therein, without regard to any conflict of law rule or principle that would mandate or permit application of the substantive law of any other jurisdiction.

13.15 This Settlement Agreement may be signed with an electronic signature and in counterparts, each of which shall constitute a duplicate original.

13.16 The Parties have executed this Settlement Agreement effective as of the date of their signatures.

IN WITNESS WHEREOF, the Parties have caused this Settlement Agreement to be executed by their duly authorized representatives.

January ____ 2024

January ____ 2024

JOHN BRANDONE

BERTA RICCIUTTI

January ____ 2024

January 20 2024

VINCE BASCIANO



RECY-BÉTON INC.
Per: Rick Andreoli

January 20 2024



CONCASSAGE TRANS-CANADA
LTÉE
Per: Rick Andreoli

- 13.14 This Settlement Agreement shall be governed by and construed and interpreted in accordance with the laws of the Province of Quebec and the federal laws of Canada applicable therein, without regard to any conflict of law rule or principle that would mandate or permit application of the substantive law of any other jurisdiction.
- 13.15 This Settlement Agreement may be signed with an electronic signature and in counterparts, each of which shall constitute a duplicate original.
- 13.16 The Parties have executed this Settlement Agreement effective as of the date of their signatures.

IN WITNESS WHEREOF, the Parties have caused this Settlement Agreement to be executed by their duly authorized representatives.

January 17 2024



JOHN BRANDONE

January 16 2024



BERTA RICCIUTTI

January 17 2024



VINCE BASCIANO

January ____ 2024

REC-Y-BÉTON INC.

Per:

January ____ 2024

CONCASSAGE TRANS-CANADA
LTÉE
Per: