**SETTLEMENT AGREEMENT AND RELEASE**

This Confidential Settlement Agreement and Release (this "**Agreement**") is entered into as of [DATE] by and between (a) CYMI Canada Inc. ("**("CYMI")**") and (b) Signature on the St.Saint Lawrence Construction G.P. ("**SSLC** "). Collectively, CYMI and SSLC shall be referred to as the "**Parties**".

**BACKGROUND**

**WHEREAS** Signature on the Saint-Laurent Group s.e.n.c. ("**SSLG**") was retained by Her Majesty the Queen in Right of Canada (the "**Authority**") to act as private partner in the New Bridge for the St. Lawrence Corridor Project and, therefore, Signature on the Saint-Laurent Group G.P. entered into an agreement (the "Agreement in relation to the project") with Her Majesty the Queen in Right of Canada on June 16, 2015 for the design, construction, financing, operation, maintenance and rehabilitation of the New Bridge for the Saint-Lawrence Corridor Project (the "**Project**");

**WHEREAS** SSLG concluded on June 16, 2015 a design and construction contract with SSLC for the design and construction of the Project (the "**Construction Contract**");

**WHEREAS** SSLC entered into a subcontract with CYMI to perform certain NBSL & Highway Electrical System Installation work under agreement No. 181201-C#-3017 ("**Subcontract**") in relation to the Project.

**WHEREAS** CYMI delivered to SSLC a Claim for Equitable Adjustment in the amount of $13,197,293.24 (the "Claim"), on July 22, 2019, which was the subject of written submissions and meetings to resolve the Claim.

**WHERAS** CYMI was also seeking payment for an additional amount of $6,030,072.48, related to variation orders issued up to the month of November 2019;

**WHEREAS** further to the issuance of the Claim, CYMI delivered to SSLC a notice of dispute dated December 6, 2019.

**WHEREAS** CYMI (i) has sent invoices to SSLC as of December 1, 2019, which remain under review and are not part of the Claim and (ii) is still performing work under

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the Subcontract, which has yet to be invoiced as of the date of the present Settlement Agreement and Release (the "**Settlement Agreement**" or "**Agreement**"), (collectively the "**Undisputed invoices**").

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, CYMI and SSLC hereby agree as follows:

**AGREED TERMS**

1. Settlement Payment by SSLC.

(a) The Parties agree that for the variation orders issued up to the month of November 2019 in the amount of six million thirty thousand seventy-two dollars and forty-eight cents ($6,030,072.48CDN) (which, for clarity, are not included in the Claim), SSLC will pay CYMI the sum of four million seventy seven thousand eight hundred twenty seven dollars and ninety one cents ($4,077,827.91CDN), plus Goods and Services Tax (GST) and Provincial Sales Tax (PST) as provided herein.

(b) The Parties agree that for the Claim (which excludes the variation orders above in Article 1. (a) or variation orders dated December 1, 2019 onwards, that may follow the date of this Settlement Agreement):

(i) SSLC will pay CYMI the sum of one million eight hundred thousand dollars ($1,800,000.00CDN), plus Goods and Services Tax (GST) and Provincial Sales Tax (PST) as provided herein.

(ii) For the balance of CYMI's Claim (which amounts to $11,397,293,24CDN), SSLC will pay to CYMI an amount that is proportional to the amount SSLC may recover in its claim against the Authority relating to its Construction Contract ("**SSLC's Claim Recovery**") based on the following formula: the CYMI Claim amount (minus $1,800,000.00) multiplied by SSLC's Claim Recovery, divided by the amounts claimed by SSLC in its claim relating to the Authority ("**SSLC's Authority Claim Amount**"). For clarity, SSLC's Authority Claim Amount and SSLC's Claim Recovery shall exclude any and all amounts of liquidated damages claimed by or paid to SSLC and any payment received by SSLC relating to any settlement with the Authority obtained by SSLC that predates SSLC's Authority Claim Amount.

(c) The settlement payments in Articles 1. (a) and 1. (b) (i) in the amount of $5,877,827.91CDN plus Goods and Services Tax (GST) and Provincial Sales Tax (PST) (the "**First Settlement Payment**") shall be paid by SSLC to CYMI by wire transfer no later than 5 business days after counsel for CYMI delivers an executed copy of this Agreement to counsel for SSLC. SSLC shall provide an executed copy of this Agreement

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to counsel for CYMI no later than the date that SSLC must pay this First Settlement Payment.

(d) To the extent SSLC receives payment of monies as a result of SSLC's Authority Claim Amount (in accordance with 1.(b)(ii)), the Settlement Payment in Article 1. (b) (ii) (the "**Second Settlement Payment**") shall be paid by SSLC to CYMI by wire transfer no later than 5 business days following SSLC's receipt of payment from the Authority or on its behalf for SSLC's Claim Recovery further to a settlement or a final and binding decision regarding SSLC's Authority Claim Amount.

The Parties acknowledge and agree that they are solely responsible for paying any attorneys' fees and costs they incurred and that neither Party nor its attorney(s) will seek any award of attorneys' fees or costs from the other Party, except as provided herein.

2. Taxes. CYMI shall be solely responsible for, and is legally bound to make payment of, any taxes determined to be due and owing (including penalties and interest related thereto) by it to any federal, state, local or regional taxing authority as a result of the Settlement Payments. CYMI understands that SSLC has not made, and it does not rely upon, any representations regarding the tax treatment of the sums paid pursuant to this Agreement. Moreover, CYMI agrees to indemnify and hold SSLC harmless in the event that any governmental taxing authority asserts against SSLC any claim for unpaid taxes, failure to withhold taxes, penalties or interest based upon the payment of the Settlement Payments.

3. Release. As a consideration of the conditions set forth herein, the Parties, on behalf of themselves, their predecessors, successors, direct and indirect parent companies, direct and indirect subsidiary companies, companies under common control with any of the foregoing, affiliates and assigns, their officers, directors, shareholders, interest holders, members, partners, attorneys, agents, employees, managers, representatives, assigns and successors in interest, and all persons acting by, through, under or in concert with them, and each of them, hereby release and discharge the other Party, together with their predecessors, successors, direct and indirect parent companies, direct and indirect subsidiary companies, companies under common control with any of the foregoing, affiliates and assigns and their officers, directors, shareholders, interest holders, members, partners, attorneys, agents, employees, managers, representatives, assigns and successors in interest, and all persons acting by, through, under or in concert with them, and each of them, from the claims or counterclaims they had, or which they could have had, against each other up to the date of this Settlement Agreement, (including attorneys' fees and costs actually incurred) of any nature whatsoever, known or unknown, which either Party has, or may have had, against the other Party, whether or not apparent or yet to be discovered, or which may hereafter develop, for any acts or omissions related to or arising from:

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(a) the Claim (the "**Dispute**");

(b) the notice of dispute (the "**Dispute Resolution Procedure**"); and

(c) the variation orders issued up to the month of November 2019 in the amount of $6,030,072.48.

The Parties agree that CYMI is responsible for paying its respective subcontractors, suppliers, trades, labour who provided construction materials or services to the Project, as well as payments for Provincial Sales Taxes and Goods and Services Taxes, union dues, payments to the *Commission de la construction du Québec* ("CCQ"), to the Commission des normes, de l'équité, de la santé et de la sécurité du travail ("CNESST"), and notwithstanding Section 3 hereinabove, CYMI agrees to indemnify and release SSLC from claims by its respective subcontractors, suppliers, trades, labour who provided construction materials or services to the Project, as well as from claims by the governments for unpaid taxes, the CCQ, the CNESST and from any other governmental agency for failure to respect applicable laws and regulations. In the event that CYMI fails to respect the preceding obligations, SSLC shall reserve its rights against CYMI.

For clarity, SSLC does not release CYMI from any deficiencies subsequently discovered at the Project in connection with the warranty period established in the Subcontract.

CYMI shall continue to honour the warranty on its work in accordance with the terms and conditions of its Subcontract.

4. No Outstanding or Known Future Claims/Causes of Action. CYMI affirms that it has not filed with any governmental agency, court or arbitrator(s) any type of action or report against SSLC other than the Claim, and currently knows of no existing act or omission by SSLC that may constitute a claim or liability excluded from the release in Section 3 above.

5. Acknowledgment of Settlement. The Parties, as broadly described in paragraph 3 above, acknowledge that (a) the consideration set forth in this Agreement, which includes, the Settlement Payments as provided for herein, is in full settlement of all claims or losses of whatsoever kind or character that CYMI has, or may ever have had, against SSLC, as broadly described in paragraph 3 above, including by reason of the Dispute and the variation orders issued up to the month of November 2019 and (b) by signing this Agreement, and accepting the consideration provided herein and the benefits of it, CYMI is giving up forever any right to seek further monetary or other relief from the SSLC, as broadly described in paragraph 3 above, for any acts or omissions up to the

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Effective Date, as set forth herein, including, , the Dispute and the variation orders issued up to the month of November 2019 in the amount of $6,030,072.48.

6. No Admission of Liability. The Parties acknowledge that the Settlement Payments were agreed upon as a compromise and final settlement of disputed claims and that payment of the Settlement Payments is not, and may not be construed as, an admission of liability by SSLC and is not to be construed as an admission that SSLC engaged in any wrongful, tortious or unlawful activity. SSLC specifically disclaims and denies (a) any liability to CYMI and (b) engaging in any wrongful, tortious or unlawful activity.

7. Dismissal of Dispute. CYMI and his/her/its counsel shall take whatever actions are necessary to ensure that the Dispute and any other claims it may have had up to the Effective Date, are withdrawn in their entirety as to SSLC, with prejudice and without costs or fees, within 5 days of its receipt of the Settlement Payment as set out herein, which shall be evidenced by a written confirmation of withdrawal of its Claim and request of payment of variation orders issued up to the month of November 2019.

8. Confidentiality of Agreement. The Parties expressly understand and agree that this Agreement and its contents (including, but not limited to, the fact of payment and the amounts to be paid hereunder) shall remain CONFIDENTIAL and shall not be disclosed to any third party whatsoever, except the Parties' counsels, accountants, financial advisors, tax professionals retained by them, any federal, state, or local governmental taxing or regulatory authority, and the Parties' management, officers and Board of Directors, and except as required by law or order of court. Any person identified in the preceding sentence to whom information concerning this Agreement is disclosed is bound by this confidentiality provision and the disclosing party shall be liable for any breaches of confidentiality by persons to whom he/she/it has disclosed information about this Agreement in accordance with this paragraph. Nothing contained in this paragraph shall prevent any Party from stating that the Parties have "amicably resolved all differences," provided, however, that in so doing, the Parties shall not disclose the fact or amount of any payments made or to be made hereunder and shall not disclose any other terms of this Agreement or the settlement described herein. If any subpoena, order or discovery request (the "**Document Request**") is received by any of the Parties hereto calling for the production of the Agreement, such Party shall promptly notify the other Party hereto prior to any disclosure of same. In such case, the subpoenaed Party shall: (a) make available as soon as practicable (and in any event prior to disclosure), for inspection and copying, a copy of the Agreement it intends to produce pursuant to the Document Request unless such disclosure is otherwise prohibited by law; and (b) to the extent possible, not produce anything in response to the Document Request for at least ten (10) business days following such notice. If necessary, the subpoenaed Party shall take appropriate actions to resist production, as permitted by law, so as to allow the Parties to try to reach agreement on what shall be produced. This paragraph is a material part of this Agreement.

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9. Agreement is Legally Binding. The Parties intend this Agreement to be legally binding upon and shall inure to the benefit of each of them and their respective successors, assigns, executors, administrators, heirs and estates. Moreover, the persons and entities referred to in paragraph 3 above, but not a Party, are third-party beneficiaries of this Agreement.

10. Entire Agreement. The recitals set forth at the beginning of this Agreement are incorporated by reference and made a part of this Agreement. This Agreement constitutes the entire agreement and understanding of the Parties and supersedes all prior negotiations and/or agreements, proposed or otherwise, written or oral, concerning the subject matter hereof. Furthermore, no modification of this Agreement shall be binding unless in writing and signed by each of the parties hereto.

11. New or Different Facts: No Effect. Except as provided herein, this Agreement shall be, and remain, in effect despite any alleged breach of this Agreement or the discovery or existence of any new or additional fact, or any fact different from that which either Party now knows or believes to be true. Notwithstanding the foregoing, nothing in this Agreement shall be construed as, or constitute, a release of any Party's rights to enforce the terms of this Agreement.

12. Interpretation. Should any provision of this Agreement be declared or be determined by any court to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby and said illegal or invalid part, term or provision shall be deemed not to be a part of this Agreement. The headings within this Agreement are purely for convenience and are not to be used as an aid in interpretation. Moreover, this Agreement shall not be construed against either Party as the author or drafter of the Agreement.

13. Governing Law and Choice of Forum. This Agreement is made and entered into within and shall be governed by, construed, interpreted and enforced in accordance with the laws of the Province of Quebec and the laws of Canada as applicable therein, without regard to the principles of conflicts of laws. Any action to enforce this Agreement shall be brought only in the Province of Quebec in the jurisdiction of the City of Montreal.

14. Reliance on Own Counsel. In entering into this Agreement, the Parties acknowledge that they have relied upon the legal advice of their respective attorneys, who are the attorneys of their own choosing, that such terms are fully understood and voluntarily accepted by them, and that, other than the consideration set forth herein, no promises or representations of any kind have been made to them by the other Party. The Parties represent and acknowledge that in executing this Agreement they did not rely, and have not relied, upon any representation or statement, whether oral or written, made by the other Party or by that other Party's agents, representatives or attorneys with regard to the subject matter, basis or effect of this Agreement or otherwise.

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15. Counterparts. This Agreement may be executed by the Parties in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by electronic transmission, such signature shall create a valid and binding obligation of the Party executing (or on whose behalf the signature is executed) with the same force and effect as if such electronic transmission signature page were an original thereof.

16. Authority to Execute Agreement. By signing below, each Party warrants and represents that the person signing this Agreement on its behalf has authority to bind that Party and that the Party's execution of this Agreement is not in violation of any by-law, covenants and/or other restrictions placed upon them by their respective entities.

17. Effective Date. The terms of the Agreement will be effective when an executed copy of this Agreement is delivered to said counsel for CYMI as described in paragraph 1 above (the "**Effective Date**").

**READ THE FOREGOING DOCUMENT CAREFULLY. IT INCLUDES A RELEASE OF KNOWN CLAIMS.**

[SIGNATURE PAGE FOLLOWS]

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**IN WITNESS WHEREOF,** and intending to be legally bound, each of the Parties hereto has caused this Agreement to be executed as of the date(s) set forth below.

for CYMI Canada Inc.
Title: ____Managing Director___
Dated: __March 24, 2020____

for Signature on the St.Saint Lawrence Construction G.P.
Title: PROJECT DIRECTOR.
Dated: 2020/03/24