

**BOMBARDIER INC.**

as Corporation

and

**NATIONAL BANK FINANCIAL INC.**

and

**UBS SECURITIES CANADA INC.**

and

**CIBC WORLD MARKETS INC.**

and

**CITIGROUP GLOBAL MARKETS CANADA INC.**

as Joint Bookrunners

and

**COMPUTERSHARE TRUST COMPANY OF CANADA**

as Subscription Receipt Agent

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**SUBSCRIPTION RECEIPT AGREEMENT**

Dated February 27, 2015

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## TABLE OF CONTENTS

<b>ARTICLE 1 INTERPRETATION</b>	<b>2</b>
Section 1.1	Definitions ..... 2
Section 1.2	Headings ..... 6
Section 1.3	References ..... 6
Section 1.4	Certain Rules of Interpretation ..... 6
Section 1.5	Day Not a Business Day ..... 6
Section 1.6	Conflict ..... 6
Section 1.7	Currency ..... 6
Section 1.8	Severability ..... 6
Section 1.9	Schedules ..... 7
Section 1.10	Actions by the Underwriters ..... 7
<b>ARTICLE 2 ISSUANCE AND PAYMENT OF SUBSCRIPTION RECEIPTS</b>	<b>7</b>
Section 2.1	Issue of Subscription Receipts ..... 7
Section 2.2	Payment Acknowledgement ..... 7
Section 2.3	Terms of Subscription Receipts ..... 8
Section 2.4	Fractional Subscription Receipts ..... 8
Section 2.5	Registers for Subscription Receipts ..... 8
Section 2.6	Registers Open for Inspection ..... 8
Section 2.7	Receipholder not a Shareholder ..... 8
Section 2.8	Subscription Receipts to Rank Pari Passu ..... 9
Section 2.9	Signing of Subscription Receipt Certificates ..... 9
Section 2.10	Certification by the Subscription Receipt Agent ..... 9
Section 2.11	Issue in Substitution for Subscription Receipt Certificates Lost, etc. .... 9
Section 2.12	Exchange of Subscription Receipt Certificates ..... 10
Section 2.13	Charges for Exchange ..... 10
Section 2.14	Transfer and Ownership of Subscription Receipts ..... 10
Section 2.15	Beneficial Holders of Subscription Receipts ..... 11
Section 2.16	U.S. Holders ..... 12
Section 2.17	Escrowed Funds to be Placed in Escrow ..... 13
Section 2.18	Subscription Receipts and Trading ..... 13
Section 2.19	Right of Rescission ..... 13
Section 2.20	Cancellation of Surrendered Subscription Receipt Certificates ..... 14
<b>ARTICLE 3 ISSUANCE OF UNDERLYING CLASS B SUBORDINATE VOTING SHARES OR REFUND OF SUBSCRIPTION PRICE</b>	<b>14</b>
Section 3.1	Escrow Release Notice ..... 14
Section 3.2	Release of Escrowed Funds ..... 15
Section 3.3	Issue of Underlying Class B Subordinate Voting Shares ..... 15
Section 3.4	Fractions ..... 16
Section 3.5	Payment on Termination ..... 16
<b>ARTICLE 4 ESCROWED FUNDS</b>	<b>17</b>
Section 4.1	Escrowed Funds ..... 17
Section 4.2	Maintenance of Escrowed Funds ..... 17
Section 4.3	Segregation of Escrowed Funds ..... 18
Section 4.4	Third Party Interests ..... 18
<b>ARTICLE 5 ADJUSTMENTS</b>	<b>19</b>

Section 5.1	Adjustments .....	19
Section 5.2	No Adjustment.....	20
Section 5.3	Determination by Corporation's Auditors .....	21
Section 5.4	Proceedings Prior to any Action Requiring Adjustment.....	21
Section 5.5	Certificate of Adjustment.....	21
Section 5.6	Notice of Special Matters .....	21
Section 5.7	Protection of Subscription Receipt Agent .....	22
<b>ARTICLE 6 RIGHTS AND COVENANTS OF THE CORPORATION .....</b>		<b>22</b>
Section 6.1	Optional Purchases by the Corporation .....	22
Section 6.2	General Covenants .....	22
Section 6.3	Subscription Receipt Agent's Remuneration, Expenses and Indemnification .....	23
Section 6.4	Performance of Covenants by Subscription Receipt Agent.....	23
Section 6.5	Accounting .....	23
Section 6.6	Payments by Subscription Receipt Agent.....	24
Section 6.7	Regulatory Matters.....	24
Section 6.8	Anti-Money Laundering & Privacy.....	24
Section 6.9	Status in the United States .....	25
Section 6.10	Indemnity of Underwriters .....	25
<b>ARTICLE 7 ENFORCEMENT.....</b>		<b>25</b>
Section 7.1	Suits by Receiptholders .....	25
Section 7.2	Immunity of Shareholders, etc. ....	25
Section 7.3	Limitation of Liability.....	26
<b>ARTICLE 8 MEETINGS OF RECEIPTHOLDERS .....</b>		<b>26</b>
Section 8.1	Right to Convene Meetings.....	26
Section 8.2	Notice .....	26
Section 8.3	Chairperson.....	26
Section 8.4	Quorum .....	26
Section 8.5	Power to Adjourn .....	27
Section 8.6	Show of Hands.....	27
Section 8.7	Poll and Voting .....	27
Section 8.8	Regulations .....	27
Section 8.9	Corporation and Subscription Receipt Agent may be Represented .....	28
Section 8.10	Powers Exercisable by Special Resolution.....	28
Section 8.11	Meaning of Special Resolution .....	29
Section 8.12	Powers Cumulative .....	30
Section 8.13	Minutes.....	30
Section 8.14	Instruments in Writing .....	30
Section 8.15	Binding Effect of Resolutions .....	31
Section 8.16	Holdings by Corporation Disregarded.....	31
<b>ARTICLE 9 SUPPLEMENTAL AGREEMENTS.....</b>		<b>31</b>
Section 9.1	Provision for Supplemental Agreements for Certain Purposes .....	31
<b>ARTICLE 10 CONCERNING THE SUBSCRIPTION RECEIPT AGENT .....</b>		<b>32</b>
Section 10.1	Rights and Duties of Subscription Receipt Agent.....	32
Section 10.2	Evidence, Experts and Advisers .....	33
Section 10.3	Documents, etc. Held by Subscription Receipt Agent .....	34
Section 10.4	Actions by Subscription Receipt Agent to Protect Interest .....	34
Section 10.5	Subscription Receipt Agent not Required to Give Security .....	34

Section 10.6	Protection of Subscription Receipt Agent .....	34
Section 10.7	Replacement of Subscription Receipt Agent; Successor by Merger .....	35
Section 10.8	Conflict of Interest .....	35
Section 10.9	Acceptance of Appointment .....	36
Section 10.10	Subscription Receipt Agent Not to be Appointed Receiver .....	36
<b>ARTICLE 11 GENERAL .....</b>		<b>36</b>
Section 11.1	Notice to the Corporation, Subscription Receipt Agent and the Joint Bookrunners, on behalf of the Underwriters .....	36
Section 11.2	Notice to Receipholders .....	38
Section 11.3	Evidence of Ownership .....	38
Section 11.4	Satisfaction and Discharge of Agreement .....	38
Section 11.5	Provisions of Agreement and Subscription Receipts for the Sole Benefit of Parties and Receipholders .....	39
Section 11.6	Subscription Receipts Owned by the Corporation or its Affiliates Certificate to be Provided .....	39
Section 11.7	Effect of Execution .....	39
Section 11.8	Independent Parties .....	39
Section 11.9	Time of Essence .....	39
Section 11.10	Governing Law; Jurisdiction .....	40
Section 11.11	Counterparts .....	40
Section 11.12	English Language .....	40

## ADDENDA

SCHEDULE "A"	FORM OF SUBSCRIPTION RECEIPT CERTIFICATE
SCHEDULE "B"	FORM OF ESCROW RELEASE NOTICE
SCHEDULE "C"	APPROVED BANKS

## SUBSCRIPTION RECEIPT AGREEMENT

**THIS SUBSCRIPTION RECEIPT AGREEMENT** made as of the 27 day of February, 2015 between **BOMBARDIER INC.**, a corporation amalgamated under the laws of Canada (hereinafter referred to as “**Bombardier**” or the “**Corporation**”), **NATIONAL BANK FINANCIAL INC.**, **UBS SECURITIES CANADA INC.**, **CIBC WORLD MARKETS INC.** and **CITIGROUP GLOBAL MARKETS CANADA INC.** (hereinafter collectively referred to as the “**Joint Bookrunners**”) on behalf of the underwriters who are party to the Underwriting Agreement (as defined herein) and **COMPUTERSHARE TRUST COMPANY OF CANADA**, a trust company authorized to carry on business in all provinces of Canada (hereinafter referred to as the “**Subscription Receipt Agent**”).

**WHEREAS** the Corporation is proposing to issue and sell Subscription Receipts (as defined herein), each Subscription Receipt representing the right to receive one Underlying Class B Subordinate Voting Share (as defined herein);

**AND WHEREAS** the Corporation, the Subscription Receipt Agent and the Joint Bookrunners, on behalf of the Underwriters (as defined herein), have agreed that:

- (a) the Proceeds (as defined herein), less 50% of the Base Underwriters’ Commission (as defined herein) and, if applicable, 50% of the Over-Allotment Underwriters’ Commission (as defined herein), are to be delivered to and held by the Subscription Receipt Agent and invested on behalf of the Receipholders (as defined herein) and the Corporation in the manner set forth herein;
- (b) if the Escrow Release Conditions (as defined herein) are satisfied and the Escrow Release Notice (as defined herein) is delivered to the Subscription Receipt Agent prior to the occurrence of a Termination Event (as defined herein), each Receipholder shall automatically receive, without any further action required by such Receipholder and without the payment of any additional consideration, one Underlying Class B Subordinate Voting Share for each Subscription Receipt held by the Receipholder (in each case subject to the adjustments set out herein);
- (c) if a Termination Event occurs, (i) all issued and outstanding Subscription Receipts shall be automatically terminated and cancelled and each Receipholder shall be entitled to receive an amount equal to the full Subscription Price (as defined herein) therefor and its *pro rata* share of the Earned Interest (as defined herein) and Deemed Interest (as defined herein), less applicable withholding taxes, if any, and, following receipt of all such funds, this Agreement shall be automatically terminated and cancelled.

**AND WHEREAS** all things necessary have been done and performed to make the Subscription Receipts, when certified by the Subscription Receipt Agent and issued as provided in this Agreement, legal, valid and binding obligations of the Corporation with the benefit of and subject to the terms of this Agreement;

**AND WHEREAS** the foregoing recitals are made by the Corporation and not by the Subscription Receipt Agent or the Joint Bookrunners;

**NOW THEREFORE THIS AGREEMENT WITNESSES** that for good and valuable consideration mutually given and received, the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed and declared as follows:

## ARTICLE 1 INTERPRETATION

### Section 1.1 Definitions

In this Agreement and the recitals, unless there is something in the subject matter or context inconsistent therewith or unless otherwise expressly provided, the following terms shall have the respective meanings set out below and grammatical variations of such terms shall have corresponding meanings:

**"1933 Act"** means the United States Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder;

**"Affiliate"** has the meaning ascribed to it under the *Securities Act* (Québec);

**"Agreement"** means this agreement, as amended, supplemented or otherwise modified from time to time in accordance with the provisions hereof;

**"Approved Bank"** means any one of the banks listed in Schedule "C";

**"Articles"** means the articles of amalgamation of the Corporation dated January 2, 2013;

**"Authorized Investment"** means short-term interest bearing or discount debt obligations issued or guaranteed by the Government of Canada or other obligations of, or guaranteed by, a Canadian chartered bank approved in writing by the Corporation and the Joint Bookrunners, on behalf of the Underwriters, provided that such obligations are Qualified Investments;

**"Balance of the Underwriters' Commission"** means the remaining fifty percent (50%) of the Base Underwriters' Commission and, if applicable, the remaining fifty percent (50%) of the Over-Allotment Underwriters' Commission, payable on the Release Date in accordance with the Underwriting Agreement and this Agreement;

**"Base Underwriters' Commission"** means the Underwriters' commission, other than the Over-Allotment Underwriters' Commission, payable to the Underwriters under the Underwriting Agreement with respect to Subscription Receipts, other than Over-Allotment Subscription Receipts, purchased by the Underwriters on the date hereof;

**"Book-Based System"** means the book-based securities transfer system administered by CDS in accordance with its operating rules and procedures in force from time to time;

**"Business Day"** means any day which is not Saturday or Sunday or a statutory holiday in the Province of Ontario or the Province of Québec or any other day on which businesses of the Subscription Receipt Agent and Canadian chartered banks are generally closed in any one of the cities of Toronto and Montreal;

**"Capital Reorganization"** has the meaning ascribed thereto in Section 5.1(b);

**"CDS"** means CDS Clearing and Depository Services Inc. and its successors in interest;

**"CDS-Registered Subscription Receipt Certificate"** has the meaning ascribed thereto in Section 2.15;

**"Class A Shares"** means the Class A shares (multiple voting) in the capital of the Corporation;

**“Class B Subordinate Voting Shares”** means the Class B shares (subordinate voting) in the capital of the Corporation;

**“Class B Subordinate Voting Share Reorganization”** has the meaning ascribed thereto in Section 5.1(a);

**“Corporation”** means Bombardier Inc.;

**“Counsel”** means a barrister or solicitor, or a firm of barristers or solicitors, who may be counsel for the Corporation, acceptable to the Subscription Receipt Agent, acting reasonably;

**“Current Market Price”** for any date means the VWAP of the Class B Subordinate Voting Shares on the TSX for the 20 consecutive trading days (which must be calculated utilizing days in which the Class B Subordinate Voting Shares actually trade) ending on the fifth trading day preceding the date of the applicable event (or, if the Class B Subordinate Voting Shares are not listed thereon, on such stock exchange on which the Class B Subordinate Voting Shares are listed as may be selected by the directors of the Corporation or, if the Class B Subordinate Voting Shares are not listed on any stock exchange, then on the over-the-counter market or, if there is no market, fair value as determined by an independent financial advisor selected by the directors of the Corporation, acting reasonably);

**“Deemed Interest”** means an amount equal to the interest and other income that would have otherwise been earned on the Initial Underwriters’ Commission and, if applicable, the Initial Over-Allotment Underwriters’ Commission paid to the Underwriters if such amounts had been held in escrow as part of the Escrowed Funds and not paid to the Underwriters;

**“Designated Office”** means the principal corporate trust office of the Subscription Receipt Agent from time to time in Montréal, Québec;

**“Earned Interest”** means an amount equal to the interest and other income actually earned on the investment of the Escrowed Funds from, and including, the date hereof (but in respect of the proceeds of the Over-Allotment Subscription Receipts, from, and including, the closing date of the Over-Allotment Option) to, but excluding, the date on which the Escrow Release Conditions are satisfied or the Termination Date, as applicable;

**“Escrow Account”** has the meaning attributed thereto in Section 2.2(1);

**“Escrowed Funds”** means an amount equal to the Proceeds minus the Initial Underwriters’ Commission and, if applicable, the Initial Over-Allotment Underwriters’ Commission;

**“Escrow Release Conditions”** means (i) the adoption of a shareholder resolution approving the Increase to the Authorized Share Capital, pursuant to the approval of 66⅔% of the votes cast by the holders of Class A Shares and Class B Subordinate Voting Shares, present or represented by proxy at a meeting of shareholders of the Corporation, voting together, and the issuance by the Director appointed under the *Canada Business Corporations Act* of a certificate of amendment reflecting such increased authorized share capital in accordance with the requirements of the *Canada Business Corporations Act*, and (ii) the delivery of the Escrow Release Notice;

**“Escrow Release Notice”** means a notice provided to the Subscription Receipt Agent and the Joint Bookrunners, on their own behalf and on behalf of the other Underwriters, pursuant to Section 3.1(1), substantially in the form attached hereto as Schedule “B”, executed by the Corporation, certifying that the Escrow Release Conditions have been satisfied;

**“Increase to the Authorized Share Capital”** means the proposed amendment to the Corporation’s Articles to increase the number of Class A Shares and Class B Subordinate Voting Shares which it is authorized to issue from 1,892,000,000 to 2,742,000,000;

**“Initial Over-Allotment Underwriters’ Commission”** means the 50% of the Over-Allotment Underwriters’ Commission that is payable upon the issuance of the applicable Over-Allotment Subscription Receipts;

**“Initial Underwriters’ Commission”** means the 50% of the Base Underwriters’ Commission that is payable upon the closing of the Offering;

**“Joint Bookrunners”** has the meaning ascribed thereto in the recitals of this Agreement;

**“NBF”** means National Bank Financial Inc.;

**“Offering”** means the offering of Subscription Receipts pursuant to the Prospectus;

**“Original Purchasers”** has the meaning attributed thereto in Section 2.19;

**“Over-Allotment Option”** means the over-allotment option granted to the Underwriters to purchase up to an additional 63,631,350 Subscription Receipts pursuant to the Underwriting Agreement, which option shall expire on the earlier of (i) the 30<sup>th</sup> day following the date hereof, and (ii) the occurrence of a Termination Event;

**“Over-Allotment Subscription Receipts”** means Subscription Receipts purchased by the Underwriters pursuant to the Over-Allotment Option;

**“Over-Allotment Underwriters’ Commission”** means the Underwriters’ commission payable under the Underwriting Agreement with respect to Over-Allotment Subscription Receipts purchased by the Underwriters;

**“Person”** means and includes individuals, corporations, limited partnerships, general partnerships, joint stock companies, limited liability companies, joint ventures, associations, companies, trusts, banks, trust companies, pension funds, business trusts or other organizations, whether or not legal entities and governments, governmental agencies and political subdivisions thereof;

**“Proceeds”** means the aggregate gross proceeds of the Offering, including any gross proceeds from the sale of Over-Allotment Subscription Receipts;

**“Prospectus”** means the English and French language versions (unless the context indicates otherwise) of the (final) short form base shelf prospectus of the Corporation dated February 18, 2015, as supplemented by a prospectus supplement dated February 20, 2015, qualifying the distribution of the Subscription Receipts in each of the provinces of Canada and includes all documents incorporated therein by reference and any amendments thereto, as the same may be amended from time to time;

**“Qualified Investment”** means a qualified investment under the Tax Act for trusts governed by registered retirement savings plans, registered retirement income funds, registered education savings plans, deferred profit sharing plans, registered disability savings plans and tax-free savings accounts;

**“Receiptholders”** or **“holders”** means the Persons who are registered holders of Subscription Receipts;



**“Receiptholders’ Request”** means an instrument signed in one or more counterparts by Receiptholders holding in the aggregate not less than 25% of the then outstanding Subscription Receipts, requesting the Subscription Receipt Agent to take some action or proceeding specified therein;

**“Release Date”** means the date on which the Escrow Release Conditions have been satisfied, provided that no Termination Event has occurred prior thereto;

**“Release Time”** means the time on the Release Date at which the Escrow Release Conditions are satisfied;

**“Shareholder”** means the holders from time to time of the Class B Subordinate Voting Shares;

**“special resolution”** shall have the meaning ascribed thereto in Section 8.11;

**“Subscription Price”** means \$2.21 per Subscription Receipt;

**“Subscription Receipt Agent”** has the meaning ascribed to that term in the recitals to this Agreement;

**“Subscription Receipt Certificate”** means a certificate evidencing Subscription Receipts substantially in the form attached hereto as Schedule “A” with such appropriate insertions, deletions, substitutions and variations as required or permitted by the terms of this Agreement or as required to comply with any applicable law or the rules of any securities exchange;

**“Subscription Receipts”** means the subscription receipts of the Corporation issued and certified hereunder and from time to time outstanding (including, if applicable, the Over-Allotment Subscription Receipts), each Subscription Receipt evidencing the rights provided for herein;

**“Tax Act”** means the *Income Tax Act* (Canada) and the regulations thereunder;

**“Termination Date”** means the date on which a Termination Event occurs;

**“Termination Event”** means (i) the Escrow Release Conditions not being satisfied on or before 5:00 p.m. (Montreal time) on April 30, 2015, or (ii) the delivery by the Corporation to the Underwriters or announcement by the Corporation to the public that it did not obtain shareholder approval for the Increase to the Authorized Share Capital;

**“Termination Payment Time”** means 5:00 p.m. (Montreal time) on the third Business Day after the Termination Date;

**“Transfer Agent”** means the registrar and transfer agent from time to time of the Class B Subordinate Voting Shares, being as at the date hereof Computershare Investor Services Inc.;

**“TSX”** means the Toronto Stock Exchange;

**“Underlying Class B Subordinate Voting Shares”** means the Class B Subordinate Voting Shares automatically issuable to Receiptholders without payment of additional consideration in accordance with the terms and conditions of this Agreement;

**“Underwriters”** means, collectively, the Joint Bookrunners, Scotia Capital Inc., Merrill Lynch Canada Inc., Credit Suisse Securities (Canada), Inc. and Desjardins Securities Inc.;

**“Underwriting Agreement”** means the underwriting agreement dated February 20, 2015 between the Corporation and the Underwriters in respect of the Offering; and

“VWAP” means the volume-weighted average trading price of the Class B Subordinate Voting Shares for the applicable period. The VWAP shall be determined by dividing the aggregate sale price of all Class B Subordinate Voting Shares sold on the applicable exchange or market, as the case may be, over the applicable period by the total number of Class B Subordinate Voting Shares so sold.

## **Section 1.2 Headings**

The headings, the table of contents and the division of this Agreement into Articles and Sections are for convenience of reference only and shall not affect the interpretation of this Agreement.

## **Section 1.3 References**

Unless otherwise specified in this Agreement:

- (1) references to Articles, Sections, and Schedules are to Articles, Sections, and Schedules in this Agreement; and
- (2) “hereto”, “herein”, “hereby”, “hereunder”, “hereof” and similar expressions, without reference to a particular provision, refer to this Agreement.

## **Section 1.4 Certain Rules of Interpretation**

Unless otherwise specified in this Agreement:

- (1) the singular includes the plural and vice versa; and
- (2) references to any gender shall include references to all genders.

## **Section 1.5 Day Not a Business Day**

In the event that any day on or before which any action is required to be taken hereunder is not a Business Day, then such action shall be required to be taken at or before the requisite time on the next succeeding day that is a Business Day.

## **Section 1.6 Conflict**

In the event of a conflict or inconsistency between a provision in the body of this Agreement and in the Subscription Receipt Certificate issued hereunder, the provision in the body of this Agreement shall prevail to the extent of the inconsistency.

## **Section 1.7 Currency**

All dollars amounts expressed in this Agreement and in the Subscription Receipts are in lawful money of Canada and all payments required to be made hereunder and thereunder shall be made in Canadian dollars.

## **Section 1.8 Severability**

Each of the provisions in this Agreement is distinct and severable and a declaration of invalidity or unenforceability of any such provision or part thereof by a court of competent jurisdiction shall not affect the validity or enforceability of any of the other provisions hereof.

## **Section 1.9 Schedules**

The following Schedules attached to this Agreement form an integral part of this Agreement:

Schedule "A"	Form of Subscription Receipt Certificate
Schedule "B"	Form of Escrow Release Notice
Schedule "C"	Approved Banks

## **Section 1.10 Actions by the Underwriters**

All steps which must or may be taken by the Underwriters in connection with this Agreement shall be taken by the Joint Bookrunners, on their own behalf and on behalf of the Underwriters. The Joint Bookrunners shall consult with the Underwriters as necessary prior to taking any action on their behalf and shall, in any event, advise the other Underwriters of steps taken on their behalf.

# **ARTICLE 2 ISSUANCE AND PAYMENT OF SUBSCRIPTION RECEIPTS**

## **Section 2.1 Issue of Subscription Receipts**

- (1) An aggregate of up to 487,840,350 Subscription Receipts (including up to 63,631,350 Over-Allotment Subscription Receipts) providing for the issuance in the circumstances as provided herein of an aggregate of up to 487,840,350 Underlying Class B Subordinate Voting Shares (including up to 63,631,350 Underlying Class B Subordinate Voting Shares issuable pursuant to the terms of Over-Allotment Subscription Receipts), in each case subject to adjustment as provided herein, are hereby created and authorized to be issued by the Corporation for a price per Subscription Receipt equal to the Subscription Price and one or more CDS-Registered Subscription Receipt Certificates, evidencing an aggregate of up to 487,840,350 Subscription Receipts (including up to 63,631,350 Over-Allotment Subscription Receipts) issued on or after the date hereof, shall be executed by or on behalf of the Corporation, certified by or on behalf of the Subscription Receipt Agent and delivered to the Joint Bookrunners, on behalf of the Underwriters, in accordance with this Agreement.
- (2) The Subscription Receipt Certificates (including all replacements issued in accordance with this Agreement) shall be substantially in the form attached hereto as Schedule "A", shall bear such distinguishing letters and numbers as the Corporation may, with the approval of the Subscription Receipt Agent, prescribe and such legends as the Corporation may prescribe to comply with applicable law, and shall be issuable in any whole number denominations.
- (3) The Corporation shall, in writing, irrevocably direct the Subscription Receipt Agent, immediately following the execution and delivery of this Agreement, to certify and deliver to the Joint Bookrunners, on behalf of the Underwriters, a CDS-Registered Subscription Receipt Certificate representing, in the aggregate, 487,840,350 Subscription Receipts.
- (4) The Joint Bookrunners, on behalf of the Underwriters, shall, in writing, immediately following the execution and delivery of this Agreement and the receipt of the CDS-Registered Subscription Receipt Certificate issued pursuant to the direction in Section 2.1(3), acknowledge receipt of the CDS-Registered Subscription Receipt Certificate to the Corporation and the Subscription Receipt Agent.

## **Section 2.2 Payment Acknowledgement**

- (1) The Subscription Receipt Agent shall, in writing, promptly acknowledge receipt from the Underwriters of funds by wire transfer, in the aggregate amount of up to \$1,057,814,630.07, and shall confirm that such funds have been deposited in a segregated interest-bearing account with

an Approved Bank in the name of the Subscription Receipt Agent designated as “Computershare Trust Company of Canada as Subscription Receipt Agent for Bombardier Inc.” (the “**Escrow Account**”) or as otherwise directed by the Corporation and the Joint Bookrunners, on behalf of the Underwriters, and will be invested in accordance with Article 4 hereof and paid in accordance with Article 3 hereof;

(2) The Corporation hereby:

- (a) acknowledges that the amounts received by the Subscription Receipt Agent pursuant to Section 2.2(1), as evidenced by the receipt referred to in Section 2.2(1), in accordance with the Corporation’s direction to the Joint Bookrunners, on behalf of the Underwriters, represent payment in full by the Underwriters of the aggregate Subscription Price for 487,840,350 Subscription Receipts less the Initial Underwriters’ Commission; and
- (b) irrevocably directs the Subscription Receipt Agent to retain such amounts in accordance with the terms of this Agreement pending payment of such amounts in accordance with the terms of this Agreement.

### **Section 2.3 Terms of Subscription Receipts**

Each Subscription Receipt shall evidence the right of the holder thereof to receive the securities and/or the amounts specified in Section 3.3 and Section 3.5 hereof, as applicable.

### **Section 2.4 Fractional Subscription Receipts**

No fractional Subscription Receipts shall be issued or otherwise provided for hereunder.

### **Section 2.5 Registers for Subscription Receipts**

The Corporation hereby appoints the Subscription Receipt Agent as registrar of the Subscription Receipts, and the Corporation shall cause to be kept by the Subscription Receipt Agent at the Designated Office, a securities register in which shall be entered the names and addresses of holders of Subscription Receipts and the other particulars, prescribed by law, of the Subscription Receipts held by them. The Corporation shall also cause to be kept by the Subscription Receipt Agent at the Designated Office the register of transfers, and may also cause to be kept by the Subscription Receipt Agent (with the approval of the Subscription Receipt Agent), branch registers of transfers in which shall be recorded the particulars of the transfers of Subscription Receipts, registered in that branch register of transfers. The Subscription Receipt Agent shall be entitled to rely upon the register to determine residency of the Receiptholders.

### **Section 2.6 Registers Open for Inspection**

The registers referred to in Section 2.5 shall be open at all reasonable times during regular business hours of the Subscription Receipt Agent on any Business Day for inspection by the Corporation, the Subscription Receipt Agent or any Receiptholder. The Subscription Receipt Agent shall, from time to time when requested to do so in writing by the Corporation, furnish the Corporation with a list of the names and addresses of Receiptholders entered in the registers kept by the Subscription Receipt Agent.

### **Section 2.7 Receiptholder not a Shareholder**

Nothing in this Agreement or in the holding of a Subscription Receipt shall confer or be construed as conferring upon a Receiptholder any right or interest or direct or indirect entitlement whatsoever as a Shareholder, including, but not limited to, the right to vote at, to receive notice of, or to attend meetings of Shareholders, pre-emptive rights or the right to receive dividends or other distributions or any continuous disclosure materials of the Corporation. Receiptholders are entitled to exercise the rights expressly

provided for in the Subscription Receipt Certificates and this Agreement on the terms and conditions set forth herein.

### **Section 2.8 Subscription Receipts to Rank Pari Passu**

Each Subscription Receipt shall rank *pari passu* with respect to all other issued and outstanding Subscription Receipts, regardless of the actual date of issue of same.

### **Section 2.9 Signing of Subscription Receipt Certificates**

The Subscription Receipt Certificates shall be signed by an officer or director of the Corporation, on behalf of the Corporation. The signature of such officer or director may be mechanically reproduced in facsimile and Subscription Receipt Certificates bearing such facsimile signature shall, subject to Section 2.10, be binding upon the Corporation as if they had been manually signed by such officer or director. Notwithstanding that the officer or director whose manual or facsimile signature appears on any Subscription Receipt Certificate may no longer hold such position at the date of such Subscription Receipt Certificate or at the date of certification or delivery thereof, any Subscription Receipt Certificate signed as aforesaid shall, subject to Section 2.10, be valid and binding upon the Corporation and the holder thereof shall be entitled to the benefits of this Agreement.

### **Section 2.10 Certification by the Subscription Receipt Agent**

- (1) No Subscription Receipt Certificate shall be issued or, if issued, shall be valid for any purpose or entitle the holder to the benefit hereof until it has been certified by manual signature by or on behalf of the Subscription Receipt Agent, and such certification by the Subscription Receipt Agent upon any Subscription Receipt Certificate shall be conclusive evidence as against the Corporation that the Subscription Receipt Certificate so certified has been duly issued hereunder and that the holder is entitled to the benefits hereof.
- (2) The certification of the Subscription Receipt Agent on Subscription Receipt Certificates issued hereunder shall not be construed as a representation or warranty by the Subscription Receipt Agent as to the validity of this Agreement or the Subscription Receipt Certificates (except the due certification thereof) and the Subscription Receipt Agent shall in no respect be liable or answerable for the use made of the Subscription Receipt Certificates or any of them or of the consideration therefor except as otherwise specified herein. The certification by or on behalf of the Subscription Receipt Agent on Subscription Receipt Certificates shall constitute a representation and warranty by the Subscription Receipt Agent that the said Subscription Receipt Certificates have been duly certified by or on behalf of the Subscription Receipt Agent pursuant to the provisions of this Agreement.

### **Section 2.11 Issue in Substitution for Subscription Receipt Certificates Lost, etc.**

- (1) In case any Subscription Receipt Certificate shall become mutilated or be lost, destroyed or stolen, the Corporation, subject to applicable laws and compliance with Section 2.11(2) below, shall issue and thereupon the Subscription Receipt Agent shall certify and deliver, a new Subscription Receipt Certificate of like tenor as the one mutilated, lost, destroyed or stolen in exchange for and in place of and upon cancellation of such mutilated Subscription Receipt Certificate, or in lieu of and in substitution for such lost, destroyed or stolen Subscription Receipt Certificate, and the substituted Subscription Receipt Certificate shall be in a form approved by the Subscription Receipt Agent and shall be entitled to the benefits hereof and shall rank equally in accordance with its terms with all other Subscription Receipt Certificates issued or to be issued hereunder.
- (2) The applicant for the issue of a new Subscription Receipt Certificate pursuant to this Section 2.11 shall bear the cost of the issue thereof and in case of loss, destruction or theft shall, as a

condition precedent to the issue thereof, furnish to the Corporation and to the Subscription Receipt Agent such evidence of ownership and of the loss, destruction or theft of the Subscription Receipt Certificate so lost, destroyed or stolen as shall be satisfactory to the Corporation and to the Subscription Receipt Agent in their sole discretion, and such applicant shall also be required to furnish an indemnity and surety bond or security in amount and form satisfactory to the Corporation and the Subscription Receipt Agent, in their sole discretion, and shall pay the reasonable charges of the Corporation and the Subscription Receipt Agent in connection therewith.

#### **Section 2.12 Exchange of Subscription Receipt Certificates**

- (1) One or more Subscription Receipt Certificates may, upon compliance with the reasonable requirements of the Subscription Receipt Agent, be exchanged for another Subscription Receipt Certificate or Subscription Receipt Certificates entitling the holder thereof to, in the aggregate, the same number of Subscription Receipts as represented by the Subscription Receipt Certificate(s) so exchanged.
- (2) Subscription Receipt Certificates may be surrendered for exchange only at the Designated Office of the Subscription Receipt Agent during regular business hours of the Subscription Receipt Agent.

#### **Section 2.13 Charges for Exchange**

Except as otherwise herein provided, the Subscription Receipt Agent may charge the holder requesting an exchange of its Subscription Receipt Certificate(s) in accordance with Section 2.12 a reasonable sum for each new Subscription Receipt Certificate issued in exchange for Subscription Receipt Certificate(s). Payment of such charges and reimbursement of the Subscription Receipt Agent or the Corporation for any and all stamp taxes or governmental or other charges required to be paid shall be made by such holder as a condition precedent to such exchange.

#### **Section 2.14 Transfer and Ownership of Subscription Receipts**

- (1) Subject to Section 2.15(2), the Subscription Receipts may only be transferred on the register kept at the Designated Office of the Subscription Receipt Agent by the holder or its legal representatives or its attorney duly appointed by an instrument in writing. Upon surrender for registration of transfer of Subscription Receipt Certificates together with a security transfer form acceptable to the Subscription Receipt Agent and the Corporation (each acting reasonably) at the Designated Office of the Subscription Receipt Agent, the Corporation shall issue and, thereupon, the Subscription Receipt Agent shall certify and deliver a new Subscription Receipt Certificate of like tenor in the name of the designated transferee. If less than all the Subscription Receipts evidenced by the Subscription Receipt Certificate(s) so surrendered are transferred, the transferor shall be entitled to receive, in the same manner, a new Subscription Receipt Certificate registered in its name evidencing the Subscription Receipts not transferred. However, notwithstanding the foregoing, Subscription Receipts shall only be transferred upon:
  - (a) payment to the Subscription Receipt Agent of a reasonable sum for each new Subscription Receipt Certificate issued upon such transfer, and reimbursement of the Subscription Receipt Agent or the Corporation, as applicable, for any and all stamp taxes or governmental or other charges required to be paid in respect of such transfer;
  - (b) compliance with all applicable securities laws and the requirements of any applicable securities regulatory authorities and stock exchanges;
  - (c) compliance with all requirements of any legends affixed to a Subscription Receipt Certificate; and

- (d) such reasonable requirements as the Subscription Receipt Agent may prescribe;
- and all such transfers shall be duly noted in such register by the Subscription Receipt Agent.
- (2) The Corporation and the Subscription Receipt Agent will deem and treat the holder of any Subscription Receipt as the beneficial owner thereof for all purposes and neither the Corporation nor the Subscription Receipt Agent shall be affected by any notice or knowledge to the contrary.
- (3) The transfer register in respect of Subscription Receipts shall be closed at 5:00 p.m. (Montreal time) at the Designated Office, on the earlier to occur of the Release Date and the Termination Date (subject to settlement). Trades settling after the Release Date will be completed by the delivery of Underlying Class B Subordinate Voting Shares and trades settled after the Termination Date will be completed by the delivery of the payment set out in Section 3.5 hereof.
- (4) The Subscription Receipt Agent will promptly advise the Corporation of any requested transfer of Subscription Receipts other than transfers of Subscription Receipts evidenced by a CDS-Registered Subscription Receipt Certificate effected through the Book-Based System as contemplated in Section 2.15(2), which transfers shall, for greater certainty, not be subject to the requirements set forth in this Section 2.14(4). The Corporation will be entitled, and may direct the Subscription Receipt Agent, to refuse to recognize any such transfer, or enter the name of any transferee, of any Subscription Receipts on the registers referred to in this Article, if such transfer would constitute a violation of the securities laws of any jurisdiction or the rules, regulations or policies of any regulatory authority having jurisdiction, including, for greater certainty, the TSX, or would be contrary to the terms of this Agreement.
- (5) Subject to the provisions of this Agreement and applicable laws (including applicable securities laws), a Receiptholder shall be entitled to the rights and privileges attaching to the Subscription Receipts. Either (a) the issue of Underlying Class B Subordinate Voting Shares, as provided in Section 3.3, or (b) the payment of the Subscription Price and a *pro rata* share of any Earned Interest and Deemed Interest, less applicable withholding taxes, as provided in Section 3.5, all in accordance with the terms and conditions herein contained, shall discharge all responsibilities of the Corporation and the Subscription Receipt Agent with respect to such Subscription Receipts and neither the Corporation nor the Subscription Receipt Agent shall be bound to inquire into the title of a Receiptholder or a transferee of Subscription Receipts who surrenders a Subscription Receipt Certificate.
- (6) Without limitation, signatures of Receiptholders on security transfer forms delivered to the Subscription Receipt Agent pursuant to this Section 2.14 must be guaranteed by an authorized officer of a Canadian chartered bank listed in Schedule I of the *Bank Act* (Canada) or by a medallion signature guarantee from a member of a recognized medallion signature guarantee program.

### **Section 2.15 Beneficial Holders of Subscription Receipts**

- (1) The Subscription Receipts may be represented in the form of one or more global Subscription Receipt Certificates registered in the name of CDS or its nominee and held by, or on behalf of, CDS, as depositary of the Subscription Receipt Certificates for the participants of CDS (a “**CDS-Registered Subscription Receipt Certificate**”), which CDS-Registered Subscription Receipt Certificate(s) shall bear the CDS legend included on the form of Subscription Receipt Certificate appended hereto as Schedule “A”.
- (2) Registration of ownership and transfers of Subscription Receipts represented by CDS-Registered Subscription Receipt Certificates may be effected only through the Book-Based System. Transfers between CDS participants shall occur in accordance with CDS’s rules and procedures. No definitive Subscription Receipt Certificates will be issued to the beneficial holders of

Subscription Receipts represented by CDS-Registered Subscription Receipt Certificates, unless the use of the Book-Based System is terminated in the circumstances contemplated in Section 2.15(6) below.

- (3) Subject to Section 2.15(1) above and Section 2.15(6) below, a Subscription Receipt Certificate that is not a CDS-Registered Subscription Receipt Certificate may be surrendered at CDS for cancellation by the Subscription Receipt Agent and the registration of new beneficial interest in such Subscription Receipts may be represented by a CDS-Registered Subscription Receipt Certificate, which shall be increased by the number of Subscription Receipts surrendered.
- (4) Neither the Corporation nor the Underwriters nor the Subscription Receipt Agent shall have any responsibility or liability for: (i) any aspects of the records relating to or payments made by CDS, or its nominee, on account of the beneficial interest in the Subscription Receipts; (ii) maintaining, supervising or reviewing any records relating to the Subscription Receipts held through CDS or its nominee; or (iii) any advice or representation made by or with respect to CDS relating to the rules governing CDS or any action to be taken by CDS or at the direction of a CDS participant.
- (5) All references herein to actions by, notices given or payments made to the holders shall, in respect of Subscription Receipts held through CDS, refer to actions taken by, or notices given or payments made to, CDS upon instruction from the CDS participants in accordance with its rules and procedures. For the purposes of any provision hereof requiring or permitting actions with the consent of or at the direction of the holders evidencing a specified number and/or percentage of the aggregate Subscription Receipts outstanding, such direction or consent may be given by beneficial owners acting through CDS and the CDS participants beneficially owning Subscription Receipts evidencing the requisite number and/or percentage of the Subscription Receipts. The rights of a beneficial owner whose Subscription Receipts are held through CDS shall be exercised only through CDS and the CDS participants and shall be limited to those established by law and agreements between such beneficial owners and CDS and/or the CDS participants or upon instructions from the CDS participants. Each of the Subscription Receipt Agent and the Corporation may deal with CDS for all purposes (including the making of payments) as the authorized representative of the respective beneficial owners holding Subscription Receipts through CDS and such dealing with CDS shall constitute satisfaction or performance, as applicable, of their respective obligations hereunder.
- (6) If the use of the Book-Based System is terminated by the Corporation at its option, required to be terminated by applicable law, ceases to exist or CDS resigns or is removed from its responsibility as depository and the Corporation and/or the Subscription Receipt Agent is unable or does not wish to locate a qualified successor, then the Subscription Receipt Agent shall notify CDS, for and on behalf of participants of CDS, of the termination of the Book-Based System and that any CDS-Registered Subscription Receipt Certificate(s) will be cancelled and replaced by one or more Subscription Receipt Certificates registered in the name(s) of the beneficial owner(s) of the Subscription Receipts represented thereby. CDS will then surrender the CDS-Registered Subscription Receipt Certificate(s) to the Subscription Receipt Agent with instructions for registration of the Subscription Receipts represented thereby in the name(s) and in the amount(s) specified by CDS and the Corporation shall issue and the Subscription Receipt Agent shall certify and deliver one or more definitive Subscription Receipt Certificates representing such Subscription Receipts.

## **Section 2.16 U.S. Holders**

The parties hereby acknowledge and agree that the Subscription Receipts originally sold to purchasers in the United States pursuant to exemptions from the registration requirements of the 1933 Act and the Underlying Class B Subordinate Voting Shares issuable pursuant to the terms of such Subscription Receipts have not been registered under the 1933 Act or any applicable state securities laws, and that each purchaser in the United States pursuant to such exemptions from the registration requirements of the 1933 Act will be required to execute a form of purchase letter in which it agrees on its



own behalf and on behalf of any investor account for which it is purchasing the Subscription Receipts that the Subscription Receipts and any Underlying Class B Subordinate Voting Shares issued in exchange for the Subscription Receipts may not be re-offered, resold, pledged or otherwise transferred, directly or indirectly, except:

- (i) to the Corporation or a subsidiary of the Corporation;
- (ii) outside the United States in accordance with Regulation S or Rule 144 under the 1933 Act; or
- (iii) pursuant to a registration statement that has been declared effective under the 1933 Act, and in each case in compliance with any applicable state securities laws in the United States or securities laws of any other applicable jurisdictions;

and in which each such purchaser covenants and agrees to comply with (a) the foregoing restrictions if in the future such purchaser decides to offer, sell, pledge or otherwise transfer any of the Subscription Receipts or any Underlying Class B Subordinate Voting Shares issued in exchange for the Subscription Receipts and (b) the other covenants and agreements set forth in the purchase letter.

#### **Section 2.17 Escrowed Funds to be Placed in Escrow**

Upon any issuance of Subscription Receipts, the Escrowed Funds shall be delivered by NBF, on behalf of the Underwriters, to the Subscription Receipt Agent by electronic transfer of funds into a segregated trust account as directed by the Subscription Receipt Agent to be held pursuant to the terms hereof. The Subscription Receipt Agent hereby agrees to hold the same as agent on behalf of the Receiptholders and the Corporation and to invest, disburse and deal with the same as provided herein.

#### **Section 2.18 Subscription Receipts and Trading**

- (1) The Corporation confirms that the conditional approval of the TSX has been obtained for the listing for trading on the TSX of the maximum number of Subscription Receipts issuable pursuant to Section 2.1(1) and the related Underlying Class B Subordinate Voting Shares. The Corporation shall satisfy all of the customary conditions of such conditional approval which, by their nature, are to be satisfied after the date hereof, in order to obtain the final approval of such listing from the TSX.
- (2) Notwithstanding any provision of this Agreement, in order to comply with the policies of the TSX, the Corporation agrees to the following:
  - (a) when the Corporation reasonably expects the Escrow Release Conditions to be satisfied, the Corporation will, without delay, provide the TSX with written notice to that effect specifying the expected Release Date; and,
  - (b) in the event of a Termination Event, the Corporation will, on the Termination Date, give written notice to the TSX and holders of Subscription Receipts confirming the occurrence of a Termination Event and that the holders will be paid the amounts set forth in Section 3.5 of this Agreement by the Termination Payment Time. For the purposes of this Section 2.18(2)(b), written notice to holders of Subscription Receipts may be satisfied by the public dissemination of a news release by the Corporation.

#### **Section 2.19 Right of Rescission**

- (1) Subject to Section 2.19(2), each beneficial purchaser of Subscription Receipts to whom the Prospectus was sent or delivered and who is the original purchaser of the Subscription Receipts (the “**Original Purchaser**”) will have a contractual right of rescission, exercisable against the

Corporation by notice in writing given to the Corporation in the manner provided for in Section 11.1, upon surrender of the Subscription Receipts or the Underlying Class B Subordinate Voting Shares issuable pursuant to the terms of the Subscription Receipts for a period of 180 days after the date of this Agreement (which, if not exercised within such 180 day period, shall be null and void), if the Prospectus contains a misrepresentation as defined under the *Securities Act* (Québec), and shall be entitled in connection with such rescission to a full refund from the Corporation of the amount of the gross purchase price paid in respect of the Subscription Receipt. This contractual right of rescission is granted by the Corporation alone, but specifically not by the directors or officers of the Corporation, by the Subscription Receipt Agent or by the Underwriters, to each Original Purchaser but not to any transferee of the Subscription Receipts of the Original Purchaser, and is not assignable and may not be held for the benefit of any person other than such Original Purchaser. This contractual right of rescission is in addition to any other right or remedy available to the Original Purchaser under sections 217 to 219 of the *Securities Act* (Québec), or otherwise at law, and is subject to the defences, limitations and other provisions described under Title VIII of the *Securities Act* (Québec). For greater certainty, this contractual right of rescission is only in connection with a misrepresentation (within the meaning of the *Securities Act* (Québec)) in the Prospectus and is not a right to withdraw from an agreement to purchase securities within two Business Days as provided in securities legislation in certain provinces of Canada.

- (2) In no event shall the Corporation be liable under this Section 2.19 if it is proved that the Original Purchaser knew, at the time of transaction, of the alleged misrepresentation.
- (3) Without limiting the foregoing, upon the exercise by a purchaser of Subscription Receipts of any legal, statutory, contractual or other right of withdrawal or rescission after the funds referred to in Section 3.2(1)(a) and the Balance of the Underwriters' Commission have been delivered by the Subscription Receipt Agent to or at the direction of the Corporation or the Joint Bookrunners, on behalf of the Underwriters, as applicable, the Subscription Receipt Agent shall not be under any duty or obligation to take any steps to ensure that the funds are returned to such purchaser pursuant to this Section 2.19 or otherwise, nor shall the Subscription Receipt Agent be in any other way responsible in the event that any payment is not delivered or received pursuant to this Section 2.19 or otherwise, unless the Corporation provides the Subscription Receipt Agent with instructions to that effect along with applicable funds for refund to the purchaser.

## **Section 2.20 Cancellation of Surrendered Subscription Receipt Certificates**

All Subscription Receipt Certificates surrendered to the Subscription Receipt Agent pursuant to Section 2.11, Section 2.12, Section 2.14, Section 2.15 and Section 6.1 shall be returned to or received by the Subscription Receipt Agent for cancellation and, if required by the Corporation, the Subscription Receipt Agent shall furnish the Corporation with (i) a cancellation certificate identifying the Subscription Receipt Certificates so cancelled and the number of Subscription Receipts evidenced thereby, or (ii) a copy of the Subscription Receipt Agent's transfer journal, which journal will identify the Subscription Receipt Certificates so cancelled and the number of Subscription Receipts evidenced thereby.

## **ARTICLE 3 ISSUANCE OF UNDERLYING CLASS B SUBORDINATE VOTING SHARES OR REFUND OF SUBSCRIPTION PRICE**

### **Section 3.1 Escrow Release Notice**

- (1) If the Increase to the Authorized Share Capital has been completed prior to the occurrence of a Termination Event, the Corporation shall deliver the Escrow Release Notice, substantially in the form attached hereto as Schedule "B", to the Subscription Receipt Agent and to the Joint Bookrunners, on behalf of the Underwriters, which Escrow Release Notice shall indicate the payment amounts to be released as specified in Section 3.2 and Section 3.4 and to whom such

payment amounts should be released. Forthwith upon delivery of the Escrow Release Notice, the Corporation shall:

- (a) cause the Transfer Agent to deliver the Underlying Class B Subordinate Voting Shares to CDS electronically through the non-certificated inventory system of CDS in accordance with Section 3.3(1). For greater certainty, the Corporation shall cause the Book-Based System customer confirmations to be entered no later than the third Business Day following the Release Date; and
- (b) issue a press release announcing that the Release Time has occurred and that the Underlying Class B Subordinate Voting Shares have been issued.

### **Section 3.2 Release of Escrowed Funds**

- (1) Forthwith upon delivery of the Escrow Release Notice in accordance with Section 3.1(1), the Corporation shall:
  - (a) receive from the Subscription Receipt Agent the Escrowed Funds and any Earned Interest thereon, less any amount paid by the Subscription Receipt Agent pursuant to Section 3.2(1)(b) or Section 3.4; and
  - (b) be deemed to have instructed the Subscription Receipt Agent to pay from the Escrowed Funds to the Joint Bookrunners, on behalf of the Underwriters, the Balance of the Underwriters' Commission.
- (2) The Subscription Receipt Agent shall deliver (a) the funds referred to in Section 3.2(1)(a) to the Corporation and (b) the Balance of the Underwriters' Commission to NBF on behalf of the Underwriters, in each case forthwith upon delivery of the Escrow Release Notice in accordance with Section 3.1(1) and in any event no later than the Release Time. Any Escrow Release Notice delivered to the Subscription Receipt Agent shall be received by the Subscription Receipt Agent no later than 9:00 a.m. (Montreal time) on the day on which the funds are to be released. Any Escrow Release Notice received by the Subscription Receipt Agent after 9:00 a.m. (Montreal time) or received on a non-Business Day shall be deemed to have been given prior to 9:00 a.m. (Montreal time) on the next Business Day.

### **Section 3.3 Issue of Underlying Class B Subordinate Voting Shares**

- (1) The Underlying Class B Subordinate Voting Shares shall be, and shall be deemed to be, automatically issued as of the Release Time to the Receiptholders notwithstanding that a Book-Based System customer confirmation in a holder's account, may not yet have been so entered, and each Receiptholder shall automatically receive, without any further action required by such Receiptholder and without the payment of any additional consideration, one Underlying Class B Subordinate Voting Share for each Subscription Receipt held by such Receiptholder (in each case subject to adjustment in accordance with Article 5), and such Receiptholder shall be deemed to have become the holder of record of such Underlying Class B Subordinate Voting Shares as of the Release Date.
- (2) Upon the issuance or deemed issuance of the Underlying Class B Subordinate Voting Shares, the Corporation shall cause to be entered and issued, as the case may be, to the Person or Persons in whose name or names the Underlying Class B Subordinate Voting Shares have been issued (other than Persons who hold definitive Subscription Receipt Certificates, if any), a Book-Based System customer confirmation. For greater certainty, the Corporation shall cause the Book-Based System customer confirmations to be entered no later than the third Business Day following the Release Date.

- (3) Effective immediately after the Underlying Class B Subordinate Voting Shares have been, or have been deemed to be, issued as contemplated by this Section 3.3 and the Corporation has caused a Book-Based System customer confirmation to be entered as provided in Section 3.3(2), the Subscription Receipts relating thereto shall automatically be void and of no value or effect, without further action.

### **Section 3.4 Fractions**

Notwithstanding anything herein contained, the Corporation shall not be required, upon the issuance of Underlying Class B Subordinate Voting Shares pursuant to the terms of the Subscription Receipts, to issue fractions of Underlying Class B Subordinate Voting Shares. In lieu of fractional Underlying Class B Subordinate Voting Shares, there shall be paid to the holder an amount in lawful money of Canada equal to the then current market value of such fractional interest computed on the basis of the Current Market Price on the Business Day immediately prior to the Release Date.

### **Section 3.5 Payment on Termination**

- (1) If a Termination Event occurs prior to the satisfaction of the Escrow Release Conditions, the Corporation shall forthwith provide written notice to the Joint Bookrunners, on behalf of the Underwriters, and to the Subscription Receipt Agent, and shall issue a press release setting forth the Termination Date. The Joint Bookrunners, on behalf of the Underwriters, will be granted the opportunity to review and comment on such press release and any other related continuous disclosure documents filed by the Corporation pursuant to National Instrument 51-102 – *Continuous Disclosure Obligations* in connection with the occurrence of a Termination Event.
- (2) If a Termination Event occurs prior to the satisfaction of the Escrow Release Conditions, the rights evidenced by each Subscription Receipt shall be automatically terminated and cancelled, without any further action, and each Receiptholder shall only be entitled to receive from and after the Termination Date, but shall receive no later than at the Termination Payment Time, a cheque or wire transfer in the aggregate amount of (i) the Subscription Price in respect of each of such holder's Subscription Receipts; and (ii) such holder's *pro rata* share of the Earned Interest and Deemed Interest, less applicable withholding taxes, if any.
- (3) If a Termination Event occurs prior to the satisfaction of the Escrow Release Conditions, the Corporation shall, as soon as practicable, and in any event no later than one Business Day prior to the Termination Payment Time, pay and deliver to the Subscription Receipt Agent (i) an amount equal to the Initial Underwriters' Commission and the Initial Over-Allotment Underwriters' Commission, if applicable, and (ii) an amount equal to the Deemed Interest, in order to enable the Subscription Receipt Agent to effect the payment in full to Receiptholders of the amounts due to them under Section 3.5(2) above.
- (4) The amount paid to each Receiptholder under this Section 3.5 shall be satisfied out of the Escrowed Funds, the Earned Interest and the amount paid pursuant to Section 3.5(3); any amount not satisfied by the Escrowed Funds, the Earned Interest and the amount paid pursuant to Section 3.5(3) shall be satisfied by the Corporation who shall deposit an amount equal to such shortfall in the Escrow Account at least one Business Day prior to the Termination Payment Time. The Subscription Receipt Agent shall only be required to make payments under this Section 3.5 to the extent of the amounts of the Escrowed Funds, the Earned Interest, the amount paid pursuant to Section 3.5(3) and the monies which have been deposited with it pursuant to this Section 3.5(4).
- (5) If a Termination Event occurs prior to the satisfaction of the Escrow Release Conditions, registers shall be closed at the close of business on the Termination Date (subject to settlement in accordance with this Section 3.5).

- (6) The obligation to make the payment of the amount specified in Section 3.5(2) shall be satisfied by the Subscription Receipt Agent by (i) wire transfer to the holder or (ii) mailing payment by cheque payable to the holder of the Subscription Receipt at its registered address.
- (7) Upon the mailing or delivery of any cheque or the making of any wire transfer as provided in Section 3.5(6) (and provided any such cheque has been honoured for payment) all rights evidenced by the Subscription Receipts relating thereto shall be satisfied and the Subscription Receipts relating thereto shall be void and of no value or effect. Any Escrowed Funds, interest or other monies held by the Subscription Receipt Agent pursuant hereto after the cheque(s) and/or wire transfers for the amount(s) specified in Section 3.5(2) have been mailed or delivered, as the case may be, shall be delivered by the Subscription Receipt Agent to the Corporation as soon as reasonably practicable thereafter.

## **ARTICLE 4 ESCROWED FUNDS**

### **Section 4.1 Escrowed Funds**

- (1) Upon any issuance of the Subscription Receipts, the Corporation shall deposit or cause to be deposited the Escrowed Funds relating to such issuance with the Subscription Receipt Agent on the date of such issuance and the Subscription Receipt Agent shall accept and hold such Escrowed Funds in escrow for and on behalf of the persons who have an interest therein pursuant hereto, shall disburse and deal with the Escrowed Funds in the manner contemplated by this Article 4 and at all times shall keep the Escrowed Funds in a segregated account, all on the terms and subject to the conditions hereof. The Corporation acknowledges and agrees that it is a condition of the payment by the holders of Subscription Receipts of the Subscription Price that the Escrowed Funds be held in escrow by the Subscription Receipt Agent in accordance with the provisions of this Article 4. The Corporation further acknowledges and confirms that it has no right to receive the Escrowed Funds unless and until the Escrow Release Conditions have been satisfied and the Escrow Release Notice is delivered to the Subscription Receipt Agent. For greater certainty, until the Corporation becomes entitled to receive the Escrowed Funds in accordance with Article 3, the Escrowed Funds and any Earned Interest thereon shall not, nor are they intended to, enter the patrimony of, or be available to any creditors of, the Corporation.

### **Section 4.2 Maintenance of Escrowed Funds**

- (1) Until released in accordance with this Agreement, the Subscription Receipt Agent shall invest the Escrowed Funds in Authorized Investments in its name as directed in writing jointly by the Corporation and the Joint Bookrunners. Any such joint written direction to the Subscription Receipt Agent shall be provided to the Subscription Receipt Agent no later than 9:00 a.m. (Montreal time) on the day on which the investment is to be made. Any joint written direction received by the Subscription Receipt Agent after 9:00 a.m. (Montreal time) or received on a non-Business Day, shall be deemed to have been given prior to 9:00 a.m. (Montreal time) on the next Business Day.
- (2) In the event that the Subscription Receipt Agent does not receive a joint written direction of the Corporation and the Joint Bookrunners or has received one or more joint written directions to invest only a portion of the Escrowed Funds, the Escrowed Funds or such portion of the Escrowed Funds with respect to which no direction was provided, as applicable, shall be kept segregated in the records of the Subscription Receipt Agent and shall be deposited in one or more segregated interest-bearing trust accounts to be maintained by the Subscription Receipt Agent in the name of the Subscription Receipt Agent at one or more Approved Banks, at the rate provided from time to time by the Subscription Receipt Agent for deposits with the applicable Approved Bank(s), provided that such deposit is a Qualified Investment. The Corporation acknowledges and agrees that the Subscription Receipt Agent acts prudently in depositing the

Escrowed Funds at any Approved Bank, and that the Subscription Receipt Agent is not required to make any further inquiries in respect of any such bank.

- (3) At any time and from time to time the Corporation and the Joint Bookrunners shall be entitled to direct the Subscription Receipt Agent by joint written notice (i) not to deposit any new amounts in any Approved Bank specified in the notice and/or (ii) to withdraw all or any of the Escrowed Funds that may then be deposited with any Approved Bank specified in the notice. With respect to any withdrawal notice, the Subscription Receipt Agent will endeavour to withdraw such amount specified in the notice as soon as reasonably practicable and the Corporation and the Joint Bookrunners acknowledge and agree that such specified amount remains at the sole risk of the Corporation prior to and after such withdrawal, except for losses resulting from the Subscription Receipt Agent's own gross negligence, willful misconduct, fraud or bad faith.
- (4) All amounts held by the Subscription Receipt Agent pursuant to this Agreement, including the Escrowed Funds received by the Subscription Receipt Agent and any other securities or other investments received by the Subscription Receipt Agent on the investment or reinvestment of such Escrowed Funds, shall be held in escrow by the Subscription Receipt Agent for the benefit of the Receiptholders and the Corporation pursuant to the terms and subject to the conditions hereof, and, for greater certainty, the delivery of the Escrowed Funds to the Subscription Receipt Agent shall not give rise to a debtor-creditor or other similar relationship. The Subscription Receipt Agent shall have no responsibility or liability for any diminution of the Escrowed Funds which may result from any deposits with an Approved Bank or for Authorized Investments made pursuant to this Article 4, including any losses resulting from a default by the Approved Bank or other credit losses (whether or not resulting from such a default) and any credit or other losses on any investment or deposit required to be liquidated or sold prior to maturity in order to make a payment required hereunder, except for losses resulting from the Subscription Receipt Agent's own gross negligence, willful misconduct, fraud or bad faith.
- (5) The Subscription Receipt Agent shall not be permitted to invest or reinvest the Escrowed Funds in Authorized Investments if interest on such Authorized Investment would be considered "participating debt interest" for purposes of the Tax Act and the Corporation and the Joint Bookrunners, on behalf of the Underwriters, covenant not to provide the Subscription Receipt Agent with any instructions to invest or reinvest in any such investments and the Subscription Receipt Agent can rely on any such joint written instructions provided by the Corporation and the Joint Bookrunners by its receipt thereof that the Authorized Investments contemplated would not be considered "participating debt interest" for purposes of the Tax Act.

#### **Section 4.3 Segregation of Escrowed Funds**

All amounts held by the Subscription Receipt Agent pursuant to this Agreement, including the Escrowed Funds received by the Subscription Receipt Agent and any other securities or other investments received by the Subscription Receipt Agent on the investment or reinvestment of such Escrowed Funds shall be segregated and kept apart by the Subscription Receipt Agent.

#### **Section 4.4 Third Party Interests**

The Corporation hereby represents to the Subscription Receipt Agent that any account to be opened by, or interest to be held by, the Subscription Receipt Agent in connection with this Agreement, for or to the credit of the Corporation is not intended to be used by or on behalf of any third party.

## ARTICLE 5 ADJUSTMENTS

### Section 5.1 Adjustments

The rights attached to Subscription Receipts may be subject to adjustment from time to time in the events and in the manner provided as follows, subject in each case to all applicable regulatory and stock exchange approvals:

- (a) **Class B Subordinate Voting Share Reorganization.** If, at any time after the date hereof and before the Release Time, the Corporation subdivides, redivides or changes its outstanding Class B Subordinate Voting Shares into a greater number of Class B Subordinate Voting Shares or reduces, combines or consolidates its outstanding Class B Subordinate Voting Shares into a lesser number of Class B Subordinate Voting Shares, or issues Class B Subordinate Voting Shares to all or substantially all the holders of Class B Subordinate Voting Shares by way of a stock distribution, stock dividend or otherwise (any of such events being called a “**Class B Subordinate Voting Share Reorganization**”), then the number of Underlying Class B Subordinate Voting Shares with respect to each Subscription Receipt shall be adjusted as of the record date at which the holders of Class B Subordinate Voting Shares are determined for the purpose of the Class B Subordinate Voting Share Reorganization by multiplying the number of Underlying Class B Subordinate Voting Shares theretofore obtainable immediately prior to such record date by a fraction, the numerator of which shall be the number of Class B Subordinate Voting Shares outstanding on the record date after giving effect to such Class B Subordinate Voting Share Reorganization and the denominator of which shall be the number of Class B Subordinate Voting Shares outstanding on the record date before giving effect to such Class B Subordinate Voting Share Reorganization.
  
- (b) **Capital Reorganization.** If, at any time after the date hereof and before the Release Time, there is a reclassification of Class B Subordinate Voting Shares at any time outstanding or a change of the Class B Subordinate Voting Shares into other shares or into other securities (other than a Class B Subordinate Voting Share Reorganization), or a consolidation, reorganization, amalgamation, arrangement or merger of the Corporation with or into any corporation or other entity (other than a consolidation, reorganization, amalgamation, arrangement or merger which does not result in any reclassification of the outstanding Class B Subordinate Voting Shares or a change of the Class B Subordinate Voting Shares into other shares or into other securities or other assets), or a transfer of all or substantially all of the assets of the Corporation to another entity, or if a record date for any of the foregoing events occurs, (any of such events being herein called a “**Capital Reorganization**”), any Receiptholder who would otherwise be entitled to receive Underlying Class B Subordinate Voting Shares pursuant to Subscription Receipts then held after the record date or effective date of such Capital Reorganization will be entitled to receive, and will accept for the same aggregate consideration, in lieu of the number of Underlying Class B Subordinate Voting Shares to which such Receiptholder was otherwise entitled, the aggregate number of shares, units, warrants, other securities or other property which such Receiptholder would have been entitled to receive as a result of such Capital Reorganization if, on the effective date of such Capital Reorganization, the Receiptholder had been the registered holder of the number of Underlying Class B Subordinate Voting Shares to which such Receiptholder was theretofore entitled with respect to the Subscription Receipts, provided however, that no such Capital Reorganization will be carried into effect unless all necessary steps have been taken to so entitle the Receiptholder. If determined appropriate by the Corporation, acting reasonably, appropriate adjustments will be made as a result of any such Capital Reorganization in the application of the provisions set forth in this Article 5 with respect to the rights and interests thereafter of the Receiptholders to the extent that the provisions

set forth in this Article 5 will thereafter correspondingly be made applicable as nearly as may be reasonable in relation to any securities or property thereafter deliverable pursuant to the terms of any Subscription Receipt. Any such adjustments will be made by and set forth in terms and conditions supplemental hereto approved by the Corporation, acting reasonably, and, absent manifest error, will for all purposes be conclusively deemed to be the appropriate adjustment.

- (c) **Special Distributions.** If at any time after the date hereof and before the Release Time, the Corporation issues or distributes to the holders of all or substantially all of the outstanding Class B Subordinate Voting Shares, securities of the Corporation, including rights, options or warrants to acquire Class B Subordinate Voting Shares or securities convertible into or exchangeable for Class B Subordinate Voting Shares or property or assets, including evidences of indebtedness, and other than as a result of a Class B Subordinate Voting Share Reorganization or a Capital Reorganization, or a record date for any of the foregoing events occurs, there will be an appropriate adjustment in the number of Underlying Class B Subordinate Voting Shares to be issued or, at the option of the Corporation, such securities, property or assets may be issued to the Subscription Receipt Agent and delivered to the Receiptholders and, for the same aggregate consideration payable, if any, in addition to the number of Underlying Class B Subordinate Voting Shares to which such Receiptholder was theretofore entitled, the Receiptholder will be entitled to receive such securities, property or assets as if on the record date at which holders of Class B Subordinate Voting Shares are determined for the purpose thereof, such Receiptholder had been the registered holder of the number of Underlying Class B Subordinate Voting Shares to which the Receiptholder was then entitled.
- (d) The adjustments provided for in this Section 5.1 are cumulative and shall apply (without duplication) to successive subdivisions, consolidations, changes, distributions, issues or other events resulting in adjustment under the provisions of this Section 5.1.
- (e) If the Corporation, after the date hereof, takes any action affecting the Class B Subordinate Voting Shares, other than the actions described in this Section 5.1, which, in the reasonable opinion of the directors of the Corporation, would materially affect the rights of the Receiptholders or the rights attached to the Subscription Receipts, then the number of Underlying Class B Subordinate Voting Shares which are to be received pursuant to the Subscription Receipts shall be adjusted in such manner, if any, and at such time as the directors of the Corporation may, in their discretion but subject, for greater certainty, to the prior approval of the TSX, reasonably determine to be equitable to the Receiptholders in such circumstances, taking into account, amongst other things, the position of such Receiptholders if they had been the registered holders of the Class B Subordinate Voting Shares to which they were theretofore entitled.

## **Section 5.2 No Adjustment**

- (1) Notwithstanding anything to the contrary in this Article 5, no adjustment shall be made pursuant to this Agreement in the rights attached to the Subscription Receipts upon the issue of Class B Subordinate Voting Shares pursuant to any share option plan, share purchase plan, restricted share unit plan, performance share unit plan or other incentive plan in force from time to time for officers, directors, employees or consultants of the Corporation or its subsidiaries.
- (2) Notwithstanding anything to the contrary in this Article 5, no adjustment in the number of Underlying Class B Subordinate Voting Shares to be issued shall be required unless the adjustment would result in a change of at least 0.01% of the number of Underlying Class B Subordinate Voting Shares to be issued, provided, however, that any adjustments that, except for the provisions of this Section 5.2(2) would otherwise have been required to be made, shall be carried forward and taken into account in any subsequent adjustment.



- (3) Notwithstanding anything to the contrary in this Article 5, no adjustment in the number of Underlying Class B Subordinate Voting Shares to be issued shall be made in respect of any events described in Article 5 if the holders of the Subscription Receipts are entitled to participate in the events on the same terms, *mutatis mutandis*, as if the Class B Subordinate Voting Shares issuable pursuant to the terms of their Subscription Receipts had been automatically issued immediately prior to the effective date or record date of the events. For greater certainty, any such participation by Receiptholders in situations described in this Section 5.2(3) shall be subject to the approval of the TSX.
- (4) If the Corporation shall set a record date to determine the holders of Class B Subordinate Voting Shares for the purpose of entitling them to receive any distribution or any subscription or purchase rights in accordance with Article 5 and shall, thereafter, legally abandon its plans to pay or deliver the distribution or subscription or purchase rights, then no adjustment in the number of Underlying Class B Subordinate Voting Shares to be issued shall be required by reason of the setting of the record date.

### **Section 5.3 Determination by Corporation's Auditors**

In the event of any question arising with respect to the adjustments provided for in this Article 5, such question shall be conclusively determined by the Corporation's auditors or other independent auditors agreed upon by the Corporation and the Subscription Receipt Agent, who shall have access to all necessary records of the Corporation, and such determination (absent manifest error) shall be binding upon the Corporation, the Subscription Receipt Agent, all Receiptholders and all other persons interested therein.

### **Section 5.4 Proceedings Prior to any Action Requiring Adjustment**

As a condition precedent to the taking of any action which would require an adjustment in the rights attached to the Subscription Receipts, the Corporation shall take (and receive any required shareholder approval with respect to) any corporate action which may, in the opinion of Counsel, be necessary to ensure that the Corporation has sufficient authorized capital and that the Corporation may validly and legally issue, as fully paid and non-assessable Class B Subordinate Voting Shares, all of the Class B Subordinate Voting Shares which the holders of such Subscription Receipts are entitled to receive pursuant to the terms of the Subscription Receipts following such adjustment, in accordance with the provisions of this Agreement.

### **Section 5.5 Certificate of Adjustment**

The Corporation shall, as promptly as reasonably practicable after the occurrence of any event which requires an adjustment or readjustment as provided in this Article 5, deliver a certificate of the Corporation to the Subscription Receipt Agent specifying the nature of the event requiring such adjustment or readjustment and the amount of the adjustment or readjustment necessitated thereby and setting forth in reasonable detail the method of calculation and the facts upon which such calculation is based, which certificate shall be supported by a certificate of the Corporation's auditors verifying such calculation.

### **Section 5.6 Notice of Special Matters**

The Corporation covenants with the Subscription Receipt Agent that, so long as any Subscription Receipt remains outstanding, it will give notice to the Subscription Receipt Agent and to the Receiptholders of, and issue a press release with respect to, its intention to fix the record date for any event referred to in Section 5.1. Such notice shall specify the particulars of such event and the record date for such event, provided that the Corporation shall only be required to specify in the notice such particulars of the event as shall have been fixed and determined on the date on which the notice is given.

The notice shall be given in each case not less than five (5) Business Days prior to such applicable record date.

#### **Section 5.7 Protection of Subscription Receipt Agent**

Except as provided in Section 10.1, the Subscription Receipt Agent:

- (a) shall not at any time be under any duty or responsibility to any Receiptholder to determine whether any facts exist which may require any adjustment contemplated by Section 5.1, or with respect to the nature or extent of any such adjustment when made, or with respect to the method employed in making the same;
- (b) shall not be accountable with respect to the validity or value (or the kind or amount) of any Class B Subordinate Voting Shares or of any shares or other securities or property which may at any time be issued or delivered pursuant to the terms of any Subscription Receipt;
- (c) shall not be responsible for any failure of the Corporation to make any payment or to issue, transfer or deliver Class B Subordinate Voting Shares or certificates representing Class B Subordinate Voting Shares upon the surrender of any Subscription Receipts for the purpose of the issuance of Class B Subordinate Voting Shares pursuant to their terms or to comply with any of the covenants contained in this Article 5; and
- (d) shall not incur any liability or responsibility whatsoever or be in any way responsible for the consequences of any breach on the part of the Corporation of any of the representations, warranties or covenants herein contained or of any acts of the agents or servants of the Corporation.

## **ARTICLE 6 RIGHTS AND COVENANTS OF THE CORPORATION**

#### **Section 6.1 Optional Purchases by the Corporation**

Subject to applicable laws, the Corporation may, from time to time, purchase by private contract or otherwise any of the Subscription Receipts.

#### **Section 6.2 General Covenants**

The Corporation covenants with the Subscription Receipt Agent, the Receiptholders and the Joint Bookrunners, on behalf of the Underwriters, that so long as any Subscription Receipts remain outstanding:

- (a) it will use its reasonable best efforts to maintain its existence;
- (b) it will make all requisite filings under applicable Canadian securities legislation including those necessary to remain a reporting issuer not in default in each of the provinces of Canada in which it is currently a reporting issuer;
- (c) it will promptly announce by written notice and by press release the Release Date or the Termination Date, as the case may be, in accordance with the provisions hereof;
- (d) subject to the Increase to the Authorized Share Capital, it will reserve and keep available a sufficient number of the Underlying Class B Subordinate Voting Shares issuable pursuant to the terms of the Subscription Receipts, and will cause such Underlying Class

B Subordinate Voting Shares, to be issued as fully paid and non-assessable Class B Subordinate Voting Shares;

- (e) it will use its reasonable best efforts to ensure that the Subscription Receipts are and remain listed and posted for trading on the TSX;
- (f) prior to the earlier of the Release Date and the Termination Date, it will not sell all or substantially all of the properties or assets of the Corporation to any other entity, other than one or more of the Corporation's wholly-owned Affiliates; and
- (g) it will perform and carry out all of the acts or things to be done by it as provided in this Agreement.

### **Section 6.3 Subscription Receipt Agent's Remuneration, Expenses and Indemnification**

- (1) The Corporation covenants that it will pay to the Subscription Receipt Agent, from time to time, reasonable remuneration for its services hereunder and will pay or reimburse the Subscription Receipt Agent upon receipt of an invoice for all reasonable and documented expenses, disbursements and advances incurred or made by the Subscription Receipt Agent in the administration or execution of this Agreement (including the reasonable compensation and the disbursements of its counsel and all other advisers and assistants not regularly in its employ) both before any default hereunder and thereafter until all duties of the Subscription Receipt Agent hereunder shall be finally and fully performed, except any such expense, disbursement or advance as may arise out of or result from the Subscription Receipt Agent's gross negligence, willful misconduct, fraud or bad faith. Any amount owing hereunder and remaining unpaid after 30 days from the invoice date will bear interest at the then current rate charged by the Subscription Receipt Agent against unpaid invoices, acting in a commercially reasonable manner, and shall be payable on demand.
- (2) The Corporation hereby indemnifies and saves harmless the Subscription Receipt Agent and its officers, directors, employees and agents from and against any and all liabilities, losses, costs, claims, actions or demands whatsoever which may be brought against the Subscription Receipt Agent or which it may suffer or incur as a result or arising out of the performance of its duties and obligations under this Agreement, save only in the event of the gross negligence, willful misconduct, fraud or bad faith of the Subscription Receipt Agent or its officers, directors, employees and agents. It is understood and agreed that this indemnification shall survive the termination or the discharge of this Agreement or the resignation or removal of the Subscription Receipt Agent.

### **Section 6.4 Performance of Covenants by Subscription Receipt Agent**

If the Corporation shall fail to perform any of its covenants contained in this Agreement, the Subscription Receipt Agent may notify the Receiptholders and the Joint Bookrunners, on behalf of the Underwriters, of such failure on the part of the Corporation or may itself perform any of the said covenants capable of being performed by it, but shall be under no obligation to perform said covenants or to notify the Receiptholders and the Joint Bookrunners, on behalf of the Underwriters, of such performance by it. All sums expended or advanced by the Subscription Receipt Agent in so doing shall be repayable as provided in Section 6.3. No such performance, expenditure or advance by the Subscription Receipt Agent shall relieve the Corporation of any default hereunder or of its continuing obligations under the covenants contained herein.

### **Section 6.5 Accounting**

The Subscription Receipt Agent shall maintain accurate books, records and accounts of the transactions effected or controlled by the Subscription Receipt Agent hereunder and the receipt,

investment, reinvestment and disbursement of the Escrowed Funds, and shall provide to the Corporation and the Joint Bookrunners, on behalf of the Underwriters, records and statements thereof periodically upon written request. The Corporation shall have the right to audit any such books, records, accounts and statements.

#### **Section 6.6 Payments by Subscription Receipt Agent**

In the event that any funds to be disbursed by the Subscription Receipt Agent in accordance herewith are received by the Subscription Receipt Agent in the form of an uncertified cheque or cheques, the Subscription Receipt Agent shall be entitled to delay the time for disbursement of such funds hereunder until such uncertified cheque or cheques have cleared in the ordinary course the financial institution upon which the same are drawn. The Subscription Receipt Agent will disburse monies according to this Agreement only to the extent that monies have been deposited with it.

#### **Section 6.7 Regulatory Matters**

To the extent not already completed as of the date hereof, the Corporation shall file all such documents, notices and certificates and take such steps and do such things as may be necessary under applicable securities laws to permit the issuance of the Underlying Class B Subordinate Voting Shares in the circumstances contemplated by Section 3.3 such that (i) such issuance will comply with, or will be exempt from, the prospectus requirement of applicable securities laws in each of the provinces of Canada; (ii) the first trade in the Underlying Class B Subordinate Voting Shares (other than from the holdings of a Person who, alone or in combination with others, holds sufficient Class B Subordinate Voting Shares to materially affect control of the Corporation) will not be subject to, or will be exempt from, the prospectus requirements of applicable securities laws in each of the provinces of Canada; and (iii) such Underlying Class B Subordinate Voting Shares will, as of the date of their issuance, be listed on the TSX.

#### **Section 6.8 Anti-Money Laundering & Privacy**

- (1) The Subscription Receipt Agent shall retain the right not to act and shall not be liable for refusing to act if, due to a lack of information or for any other reason whatsoever, the Subscription Receipt Agent, in its sole judgement, acting reasonably, determines that such act might cause it to be in non-compliance with any applicable anti-money laundering or anti-terrorist legislation, regulation or guideline. Further, should the Subscription Receipt Agent, in its sole judgement, acting reasonably, determine at any time that its acting under this Agreement has resulted in its being in non-compliance with any applicable anti-money laundering or anti-terrorist legislation, regulation or guideline, then it shall have the right to resign on 10 days prior written notice sent to all parties provided that (i) the Subscription Receipt Agent's written notice shall describe the circumstances of such non-compliance; and (ii) that if such circumstances are rectified to the Subscription Receipt Agent's satisfaction within such 10-day period, then such resignation shall not be effective.
- (2) The parties acknowledge that the Subscription Receipt Agent may, in the course of providing services hereunder, collect or receive financial and other personal information about such parties and/or their representatives, as individuals, or about other individuals related to the subject matter hereof, and use such information for the following purposes:
  - (a) to provide the services required under this Agreement and other services that may be requested from time to time;
  - (b) to help the Subscription Receipt Agent manage its servicing relationships with such individuals;
  - (c) to meet the Subscription Receipt Agent's legal and regulatory requirements; and

- (d) if Social Insurance Numbers are collected by the Subscription Receipt Agent, to perform tax reporting and to assist in verification of an individual's identity for security purposes.
- (3) Each party acknowledges and agrees that the Subscription Receipt Agent may receive, collect, use and disclose personal information provided to it or acquired by it in the course of this Agreement for the purposes described above and, generally, in the manner and on the terms described in its privacy code, which the Subscription Receipt Agent shall make available on its website or upon request, including revisions thereto. Some of this personal information may be transferred to servicers in the United States for data processing and/or storage. Further, each party agrees that it shall not provide or cause to be provided to the Subscription Receipt Agent any personal information relating to an individual who is not a party to this Agreement unless that party has assured itself that such individual understands and has consented to the aforementioned uses and disclosures.

### **Section 6.9 Status in the United States**

The Corporation confirms that as at the date of execution of this Agreement it is not filing periodic reports with the U.S. Securities and Exchange Commission and qualifies as a Foreign Private Issuer (as such term is defined in the United States Securities Exchange Act of 1934) and covenants that, in the event that it shall begin to file periodic reports as a Foreign Private Issuer, the Corporation shall promptly deliver to the Subscription Receipt Agent an Officers' Certificate (in a form provided by the Subscription Receipt Agent) certifying such "reporting issuer" status and other information as the Subscription Receipt Agent may require at such given time including the United States Securities and Exchange Commission "Central Index Key" that has been assigned for filing purposes. The Corporation acknowledges that the Subscription Receipt Agent is relying upon the foregoing representation and covenant in order to meet certain United States Securities and Exchange Commission obligations with respect to those clients of the Subscription Receipt Agent who are filing with the United States Securities and Exchange Commission.

### **Section 6.10 Indemnity of Underwriters**

(1) The Corporation agrees to indemnify and hold harmless each of the Underwriters against any loss, liability, claim, damage or expense (other than loss of profits or other consequential damages, but including all reasonable legal expenses) imposed on, incurred by or asserted against any of them as a result of a breach by the Corporation of its obligations under this Agreement.

(2) The indemnity provided for in this Section 6.10 shall survive any termination of this Agreement.

## **ARTICLE 7 ENFORCEMENT**

### **Section 7.1 Suits by Receiptholders**

Subject to the powers of Receiptholders exercisable by special resolutions, all or any of the rights conferred upon any Receiptholder by any of the terms of the Subscription Receipt Certificates or of this Agreement, or of both, may be enforced by the Receiptholder by appropriate proceedings but without prejudice to the right which is hereby conferred upon the Subscription Receipt Agent to proceed in its own name to enforce each and all of the provisions contained herein for the benefit of the Receiptholders.

### **Section 7.2 Immunity of Shareholders, etc.**

By acceptance of the Subscription Receipt Certificates and as part of the consideration for the issue of the Subscription Receipts, the Receiptholders (including for purposes hereof any owner of beneficial interests in the Subscription Receipts) hereby waive and release any right, cause of action or

remedy now or hereafter existing in any jurisdiction against any incorporator or any past, present or future shareholder, director, officer, employee or agent of the Corporation or any successor entity thereof for the issue of the Underlying Class B Subordinate Voting Shares pursuant to any Subscription Receipt or any covenant, agreement, representation or warranty by the Corporation contained herein or in the Subscription Receipt Certificates.

### **Section 7.3 Limitation of Liability**

The obligations of the Corporation hereunder are not personally binding upon, nor shall resort hereunder be had to, the private property of any of the past, present or future officers, directors, employees, agents or shareholders of the Corporation or any successor entity thereof; only the property of the Corporation or any successor entity thereof shall be bound in respect hereof.

## **ARTICLE 8 MEETINGS OF RECEIPHOLDERS**

### **Section 8.1 Right to Convene Meetings**

The Subscription Receipt Agent may, at any time and from time to time, and shall on receipt of a written request of the Corporation or of a Receiptholders' Request and upon being funded and indemnified to its reasonable satisfaction by the Corporation or by the Receiptholders signing such Receiptholders' Request, as the case may be, against the cost which may be incurred in connection with the calling and holding of such meeting, convene a meeting of the Receiptholders. In the event of the Subscription Receipt Agent failing to so convene a meeting within fifteen (15) days after receipt of such written request of the Corporation or such Receiptholders' Request and funding and indemnity given as aforesaid, the Corporation or such Receiptholders, as the case may be, may convene such meeting. Every such meeting shall be held in Montréal, Québec, or at such other place as may be determined by the Subscription Receipt Agent and approved by the Corporation and the Joint Bookrunners on behalf of the Underwriters.

### **Section 8.2 Notice**

At least ten (10) days' prior notice of any meeting of Receiptholders shall be given to the Receiptholders in the manner provided for in Section 11.2 and a copy of such notice shall be sent by mail to the Subscription Receipt Agent (unless the meeting has been called by the Subscription Receipt Agent) and to the Corporation (unless the meeting has been called by the Corporation). Such notice shall state the date (which shall be a Business Day) and time when, and the place where, the meeting is to be held, and shall state briefly the general nature of the business to be transacted thereat and shall contain such information as is reasonably necessary to enable the Receiptholders to make a reasoned decision on the matter, but it shall not be necessary for any such notice to set out the terms of any resolution to be proposed or any of the provisions of this Article 8.

### **Section 8.3 Chairperson**

An individual (who need not be a Receiptholder) designated in writing by the Subscription Receipt Agent shall be chairperson of the meeting and if no individual is so designated, or if the individual so designated is not present within fifteen (15) minutes from the time fixed for the holding of the meeting, the Receiptholders present in person or by proxy shall choose some individual present to be chairperson.

### **Section 8.4 Quorum**

Subject to the provisions of Section 8.11, at any meeting of the Receiptholders a quorum shall consist of not less than two (2) Receiptholders present in person or by proxy and holding not less, in aggregate, than 25% of the then-outstanding Subscription Receipts. If a quorum of the Receiptholders shall not be present within thirty (30) minutes from the time fixed for holding of any such meeting, the

meeting, if summoned by the Receiptholders or on a Receiptholders' Request shall be dissolved; but in any other case the meeting shall be adjourned to the same day in the next week (unless such day is not a Business Day, in which case it shall be adjourned to the next following Business Day) at the same time and place and no notice of the adjournment need be given. Any business may be brought before or dealt with at an adjourned meeting which might have been dealt with at the original meeting in accordance with the notice calling the same. No business shall be transacted at any meeting unless a quorum be present at the commencement of such meeting. At the adjourned meeting the Receiptholders present in person or by proxy shall form a quorum and may transact the business for which the meeting was originally convened notwithstanding that they may not hold at least 25% of the then outstanding Subscription Receipts.

#### **Section 8.5 Power to Adjourn**

The chairperson of any meeting at which a quorum of the Receiptholders is present may, with the consent of the Receiptholders present, adjourn any such meeting and no notice of such adjournment need be given except such notice, if any, as the meeting may prescribe.

#### **Section 8.6 Show of Hands**

Every question submitted to a meeting shall be decided in the first place by a majority of the votes given on a show of hands except that votes on a special resolution shall be given in the manner hereinafter provided. At any such meeting, unless a poll is duly demanded as herein provided, a declaration by the chairperson that a resolution has been carried or carried unanimously or by a particular majority or lost or not carried by a particular majority shall be conclusive evidence of the fact.

#### **Section 8.7 Poll and Voting**

- (1) On every special resolution, and on any other question submitted to a meeting and after a vote by show of hands when demanded by the chairperson or by one or more of the Receiptholders acting in person or by proxy and holding at least 5% of the Subscription Receipts then outstanding, a poll shall be taken in such manner as the chairperson shall direct. Questions other than those required to be determined by special resolution shall be decided by a majority of the votes cast on the poll.
- (2) On a show of hands, every Person who is present and entitled to vote, whether as a Receiptholder or as proxy for one or more absent Receiptholders, or both, shall have one vote. On a poll, each Receiptholder present in person or represented by a proxy duly appointed by instrument in writing shall be entitled to one vote in respect of each Underlying Class B Subordinate Voting Share that such Receiptholder is entitled to receive for each Subscription Receipt then held or represented by such person. A proxy need not be a Receiptholder. In the case of joint holders, any one of them present in person or by proxy at the meeting may vote in the absence of the other or others, but in case more than one of them shall be present in person or by proxy, they shall vote together in respect of Subscription Receipts of which they are joint registered holders. The chairperson of any meeting shall be entitled, both on a show of hands and on a poll, to vote in respect of the Subscription Receipts, if any, that are held or represented by the chairperson.

#### **Section 8.8 Regulations**

- (1) The Subscription Receipt Agent, or the Corporation with the approval of the Subscription Receipt Agent, may from time to time make and from time to time vary such regulations as it shall think fit for:

- (a) the setting of the record date for a meeting of holders of Subscription Receipts for the purpose of determining Receiptholders entitled to receive notice of and vote at such meeting;
  - (b) the issue of voting certificates by any bank, trust company or other depository satisfactory to the Subscription Receipt Agent stating that the Subscription Receipt Certificates specified therein have been deposited with it by a named Person and will remain on deposit until after the meeting, which voting certificate shall entitle the Persons named therein to be present and vote at any such meeting and at any adjournment thereof or to appoint a proxy or proxies to represent them and vote for them at any such meeting and at any adjournment thereof in the same manner and with the same effect as though the Persons so named in such voting certificates were the actual holders of the Subscription Receipt Certificates specified therein;
  - (c) the deposit of voting certificates and instruments appointing proxies at such place and time as the Subscription Receipt Agent, the Corporation or the Receiptholders, convening the meeting, as the case may be, may in the notice convening the meeting direct;
  - (d) the deposit of voting certificates and instruments appointing proxies at some approved place or places other than the place at which the meeting is to be held and enabling particulars of such instruments appointing proxies to be mailed, telecopied or otherwise sent electronically before the meeting to the Corporation or to the Subscription Receipt Agent at the place where the same is to be held and for the voting of proxies so deposited as though the instruments themselves were produced at the meeting;
  - (e) the form of the instrument of proxy and the manner in which the instrument of proxy must be executed; and
  - (f) generally for the calling of meetings of Receiptholders and the conduct of business thereat.
- (2) Any regulations so made shall be binding and effective and the votes given in accordance therewith shall be valid and shall be counted. Save as such regulations may provide, the only Persons who shall be recognized at any meeting as a Receiptholder, or be entitled to vote or be present at the meeting in respect thereof (subject to Section 8.9), shall be Receiptholders or their counsel, or duly appointed proxies of Receiptholders.

### **Section 8.9 Corporation and Subscription Receipt Agent may be Represented**

The Corporation, the Joint Bookrunners, on behalf of the Underwriters, and the Subscription Receipt Agent, by their respective authorized agents, employees and counsel, and the counsel for the Corporation, the Joint Bookrunners and for the Subscription Receipt Agent may attend any meeting of the Receiptholders, but shall have no vote as such unless in their capacity as Receiptholder or a proxy holder.

### **Section 8.10 Powers Exercisable by Special Resolution**

In addition to all other powers conferred upon them by any other provisions of this Agreement or by law, the Receiptholders at a meeting shall, subject to the provisions of Section 8.11, have the power, subject to all applicable regulatory and exchange approvals, exercisable from time to time by special resolution:

- (a) to agree to any modification, abrogation, alteration, compromise or arrangement of the rights of Receiptholders or the Subscription Receipt Agent (subject to the consent of the Subscription Receipt Agent) against the Corporation or against its undertaking, property



and assets or any part thereof whether such rights arise under this Agreement or the Subscription Receipt Certificates or otherwise;

- (b) to amend, alter or repeal any special resolution previously passed or sanctioned by the Receiptholders;
- (c) to direct or to authorize the Subscription Receipt Agent to enforce any of the covenants on the part of the Corporation contained in this Agreement or the Subscription Receipt Certificates or to enforce any of the rights of the Receiptholders in any manner specified in such special resolution or to refrain from enforcing any such covenant or right;
- (d) to waive, and to direct the Subscription Receipt Agent to waive, any default on the part of the Corporation in complying with any provisions of this Agreement or the Subscription Receipt Certificates either unconditionally or upon any conditions specified in such special resolution;
- (e) to restrain any Receiptholder from taking or instituting any suit, action or proceeding against the Corporation for the enforcement of any of the covenants on the part of the Corporation in this Agreement or the Subscription Receipt Certificates or to enforce any of the rights of the Receiptholders;
- (f) to direct any Receiptholder who, as such, has brought any suit, action or proceeding to stay or to discontinue or otherwise to deal with the same upon payment of the costs, charges and expenses reasonably and properly incurred by such Receiptholder in connection therewith;
- (g) to assent to any modification of, change in or omission from the provisions contained in the Subscription Receipt Certificates and this Agreement or any ancillary or supplemental instrument which may be agreed to by the Corporation, and to authorize the Subscription Receipt Agent to concur in and execute any ancillary or supplemental agreement embodying the change or omission;
- (h) with the consent of the Corporation (such consent not to be unreasonably withheld), to remove the Subscription Receipt Agent or its successor in office and to appoint a new subscription receipt agent to take the place of the Subscription Receipt Agent so removed; and
- (i) to assent to any compromise or arrangement with any creditor or creditors or any class or classes of creditors, whether secured or otherwise, and with holders of any Class B Subordinate Voting Shares or other securities of the Corporation.

#### **Section 8.11 Meaning of Special Resolution**

- (1) The expression "special resolution" when used in this Agreement means, subject as hereinafter provided in this Section 8.11 and in Section 8.14, a resolution proposed at a meeting of Receiptholders duly convened for that purpose and held in accordance with the provisions of this Agreement at which two (2) or more Receiptholders are present in person either holding personally or representing as proxies not less in aggregate than 25% of the number of Subscription Receipts then outstanding and passed by the affirmative votes of Receiptholders holding more than 66% of the Subscription Receipts represented at the meeting and voted on a poll upon such resolution.
- (2) Notwithstanding Section 8.11(1), if, at any meeting called for the purpose of passing a special resolution, at least two (2) Receiptholders holding not less in aggregate than 25% of the then outstanding Subscription Receipts are not present in person or by proxy within thirty (30) minutes

after the time appointed for the meeting, then the meeting, if convened by Receiptholders or on a Receiptholders' Request, shall be dissolved; but in any other case it shall stand adjourned to such day, being not less than fourteen (14) nor more than sixty (60) days later, and to such place and time as may be determined by the chairperson. Not less than seven (7) days' prior notice shall be given of the time and place of such adjourned meeting in the manner provided for in Section 11.2. Such notice shall state that at the adjourned meeting the Receiptholders present in person or by proxy shall form a quorum but it shall not be necessary to set forth the purposes for which the meeting was originally called or any other particulars. At the adjourned meeting:

- (a) if the special resolution purports to exercise any of the powers conferred pursuant to Section 8.10(a), Section 8.10(d) or Section 8.10(i) or purports to change the provisions of this Section 8.11 or of Section 8.14 or purports to amend, alter or repeal any special resolution previously passed or sanctioned by the Receiptholders in exercise of the powers referred to in this paragraph, a quorum for the transaction of business shall consist of Receiptholders holding more than 25% of the then outstanding Subscription Receipts present in person or by proxy; and
  - (b) in any other case, a quorum for the transaction of business shall consist of such Receiptholders as are present in person or by proxy.
- (3) At any such adjourned meeting, but subject to Section 8.11(2)(a), any resolution passed by the requisite votes as provided in Section 8.11(1) shall be a special resolution within the meaning of this Agreement notwithstanding that Receiptholders holding more than 25% of the then outstanding Subscription Receipts are not present in person or by proxy at such adjourned meeting.
- (4) Votes on a special resolution shall always be given on a poll and no demand for a poll on a special resolution shall be necessary.

#### **Section 8.12 Powers Cumulative**

Any one or more of the powers or any combination of the powers in this Agreement stated to be exercisable by the Receiptholders by special resolution or otherwise may be exercised from time to time and the exercise of any one or more of such powers or any combination of powers from time to time shall not be deemed to exhaust the right of the Receiptholders to exercise such power or powers or combination of powers then or thereafter from time to time.

#### **Section 8.13 Minutes**

Minutes of all resolutions and proceedings at every meeting of Receiptholders shall be made and duly entered in books to be provided from time to time for that purpose by the Subscription Receipt Agent at the expense of the Corporation, and any such minutes as aforesaid, if signed by the chairperson or the secretary of the meeting at which such resolutions were passed or proceedings had or by the chairperson or secretary of the next succeeding meeting held shall be *prima facie* evidence of the matters therein stated and, until the contrary is proved, every such meeting in respect of the proceedings of which minutes shall have been made shall be deemed to have been duly convened and held, and all resolutions passed thereat or proceedings taken shall be deemed to have been duly passed and taken.

#### **Section 8.14 Instruments in Writing**

All actions which may be taken and all powers that may be exercised by the Receiptholders at a meeting held as provided in this Article 8 may also be taken and exercised by an instrument in writing signed in one or more counterparts by such Receiptholders, in person or by attorney duly appointed in writing, (i) holding at least a majority of the then outstanding Subscription Receipts with respect to a resolution that is not a special resolution and (ii) holding at least 66 2/3% of the then outstanding

Subscription Receipts with respect to a special resolution, and the expression “special resolution” when used in this Agreement shall include an instrument so signed.

#### **Section 8.15 Binding Effect of Resolutions**

Every resolution and every special resolution passed in accordance with the provisions of this Article 8 at a meeting of Receiptholders shall be binding upon all the Receiptholders, whether present at or absent from such meeting, and every instrument in writing signed by Receiptholders in accordance with Section 8.14 shall be binding upon all the Receiptholders, whether signatories thereto or not, and each and every Receiptholder and the Subscription Receipt Agent (subject to the provisions for indemnity herein contained) shall be bound to give effect accordingly to every such resolution and instrument in writing. In the case of an instrument in writing, the Subscription Receipt Agent shall promptly give notice to the Corporation and to all Receiptholders of the effect of the instrument in writing.

#### **Section 8.16 Holdings by Corporation Disregarded**

In determining whether Receiptholders are present at a meeting of Receiptholders for the purpose of determining a quorum or have concurred in any consent, waiver, special resolution, Receiptholders’ Request or other action under this Agreement, or otherwise for the purposes of any vote taken in accordance with Section 8.6 or Section 8.7 hereof, Subscription Receipts owned legally or beneficially by the Corporation or any Affiliate of the Corporation shall be disregarded in accordance with the provisions of Section 11.6.

### **ARTICLE 9 SUPPLEMENTAL AGREEMENTS**

#### **Section 9.1 Provision for Supplemental Agreements for Certain Purposes**

From time to time the Corporation, the Joint Bookrunners, on behalf of the Underwriters, and the Subscription Receipt Agent may, subject to the provisions hereof and subject to regulatory approval, and they shall, when so directed in accordance with the provisions hereof, execute and deliver by their proper authorized representatives, agreements supplemental hereto, which thereafter shall form part hereof, for any one or more or all of the following purposes:

- (a) adding to the provisions hereof such additional covenants and enforcement provisions as, in the opinion of Counsel, are necessary or advisable in the circumstances, provided that the same are not in the opinion of the Subscription Receipt Agent, relying on the opinion of Counsel, prejudicial to the interests of the Receiptholders;
- (b) giving effect to any special resolution passed in accordance with Article 8;
- (c) making such provisions not inconsistent with this Agreement as may be necessary or desirable with respect to matters or questions arising hereunder, provided that such provisions are not, in the opinion of the Subscription Receipt Agent, relying on the opinion of Counsel, prejudicial to the interests of the Receiptholders;
- (d) adding to or altering the provisions hereof in respect of the transfer of Subscription Receipts, making provision for the exchange of Subscription Receipt Certificates, and making any modification in the form of the Subscription Receipt Certificates which does not affect the substance thereof;
- (e) modifying any of the provisions of this Agreement, including relieving the Corporation from any of the obligations, conditions or restrictions herein contained, provided that such modification or relief shall be or become operative or effective only if, in the opinion of the Subscription Receipt Agent, relying on the advice of Counsel, as may be required by the

Subscription Receipt Agent, such modification or relief is not prejudicial to any of the interests of the Receipholders or of the Subscription Receipt Agent, and provided further that the Subscription Receipt Agent may, in its sole discretion, decline to enter into any such supplemental agreement which in its opinion may not afford adequate protection to the Subscription Receipt Agent when the same shall become operative;

- (f) for any other purpose not inconsistent with the terms of this Agreement, including the correction or rectification of any ambiguities, defective or inconsistent provisions, errors, mistakes or omissions herein, provided that in the opinion of the Subscription Receipt Agent (relying on the opinion of Counsel, as may be required by the Subscription Receipt Agent) the rights of the Subscription Receipt Agent and of the Receipholders are not prejudiced thereby; and
- (g) setting forth any adjustments resulting from the application of the provisions of Article 5 hereof.

## **ARTICLE 10 CONCERNING THE SUBSCRIPTION RECEIPT AGENT**

### **Section 10.1 Rights and Duties of Subscription Receipt Agent**

- (1) In the exercise of the rights and duties prescribed or conferred by the terms of this Agreement, the Subscription Receipt Agent shall exercise that degree of care, diligence and skill that a reasonably prudent subscription receipt agent would exercise in comparable circumstances. No provision of this Agreement shall be construed to relieve the Subscription Receipt Agent from liability for its own gross negligent action, its own gross negligent failure to act, or its own willful misconduct, fraud or bad faith.
- (2) The obligation of the Subscription Receipt Agent to commence or continue any act, action or proceeding for the purpose of enforcing any rights of the Subscription Receipt Agent or the Receipholders hereunder shall be conditional upon the Receipholders furnishing, when required by notice by the Subscription Receipt Agent, sufficient funds to commence or to continue such act, action or proceeding and an indemnity reasonably satisfactory to the Subscription Receipt Agent to protect and to hold harmless the Subscription Receipt Agent against the costs, charges, expenses and liabilities to be incurred thereby and any loss and damage it may suffer by reason thereof. None of the provisions contained in this Agreement shall require the Subscription Receipt Agent to expend or to risk its own funds or otherwise to incur financial liability in the performance of any of its duties or in the exercise of any of its rights or powers unless indemnified as aforesaid.
- (3) The Subscription Receipt Agent may, before commencing or at any time during the continuance of any such act, action or proceeding, require the Receipholders at whose instance it is acting to deposit with the Subscription Receipt Agent the Subscription Receipts held by them, for which Subscription Receipts the Subscription Receipt Agent shall issue receipts.
- (4) Every provision of this Agreement that by its terms relieves the Subscription Receipt Agent of liability or entitles it to rely upon any evidence submitted to it is subject to the provisions of this Section 10.1 and of Section 10.2.
- (5) The Subscription Receipt Agent shall have no duties except those expressly set forth herein, and it shall not be bound by any notice of a claim or demand with respect to, or any waiver, modification, amendment, termination or rescission of, this Agreement, unless received by it in writing and signed by the other parties hereto and, if its duties herein are affected, unless it shall have given its prior written consent thereto.

- (6) The Subscription Receipt Agent shall not be responsible for ensuring that, following the release of the Escrowed Funds by the Subscription Receipt Agent to the Corporation in accordance with the terms hereof following the satisfaction of the Escrow Release Conditions, the Escrowed Funds are used by the Corporation in the manner contemplated by the Prospectus.
- (7) The Subscription Receipt Agent shall retain the right not to act and shall not be held liable for refusing to act unless it has received clear and reasonable documentation which complies with the terms of this Agreement, which documentation does not require the exercise of any discretion or independent judgment.
- (8) The Subscription Receipt Agent shall incur no liability whatsoever with respect to the delivery or non-delivery of any certificates whether delivered by hand, mail or any other means.
- (9) The Subscription Receipt Agent shall not be responsible or liable in any manner whatsoever for the deficiency, correctness, genuineness or validity of any securities deposited with it.

## **Section 10.2 Evidence, Experts and Advisers**

- (1) In addition to the reports, certificates, opinions and other evidence required by this Agreement, the Corporation shall furnish to the Subscription Receipt Agent such additional evidence of compliance with any provision hereof, and in such form, as the Subscription Receipt Agent may reasonably require by written notice to the Corporation.
- (2) In the exercise of its rights and duties hereunder, the Subscription Receipt Agent may, if it is acting in good faith, act and rely as to the truth of the statements and the accuracy of the opinions expressed in statutory declarations, opinions, reports, written requests, consents, or orders of the Corporation, certificates of the Corporation or other evidence furnished to the Subscription Receipt Agent pursuant to any provision hereof or pursuant to a request of the Subscription Receipt Agent, provided that the Subscription Receipt Agent examines the same and determines that such evidence complies with the applicable requirements of this Agreement.
- (3) Whenever it is provided in this Agreement that the Corporation shall deposit with the Subscription Receipt Agent resolutions, certificates, reports, opinions, requests, orders or other documents, it is intended that the truth, accuracy and good faith on the effective date thereof and the facts and opinions stated in all such documents so deposited shall, in each and every such case, be conditions precedent to the right of the Corporation to have the Subscription Receipt Agent take the action to be based thereon.
- (4) Proof of the execution of an instrument in writing, including a Receiptholders' Request, by any Receiptholder may be made by the certificate of a notary public, or other officer with similar powers, that the Person signing such instrument acknowledged to the officer the execution thereof, or by an affidavit of a witness to such execution or in any other manner which the Subscription Receipt Agent may consider adequate. In the case of a corporate Receiptholder, this shall include a certificate of incumbency of such Receiptholder, together with a certified resolution authorizing the signatory to such instrument to sign such instrument.
- (5) Whenever applicable legislation requires that evidence referred to in Section 10.2(2) be in the form of a statutory declaration, the Subscription Receipt Agent may accept such statutory declaration in lieu of a certificate of the Corporation required by any provision hereof. Any such statutory declaration may be made by one or more of the Executive Chairman of the Board, President and Chief Executive Officer, Senior Vice President and Chief Financial Officer or Senior Vice President, General Counsel and Corporate Secretary of the Corporation.
- (6) The Subscription Receipt Agent may employ or retain such counsel, accountants, appraisers or other experts or advisers as it may reasonably require for the purpose of discharging its duties

hereunder and may pay reasonable remuneration for all services so performed by any of them, without taxation of costs of any counsel, and shall not be responsible for any misconduct or negligence on the part of any such experts or advisers who have been appointed with due care by the Subscription Receipt Agent.

- (7) The Subscription Receipt Agent may act and rely and shall be protected in acting and relying in good faith on the opinion or advice of or information obtained from Counsel, or any counsel, accountant, appraiser, or other expert or advisor, whether retained or employed by the Corporation or by the Subscription Receipt Agent with respect to any matter arising in relation to the Agreement, except in connection with any liability arising out of its bad faith, willful misconduct, fraud or gross negligence.

### **Section 10.3 Documents, etc. Held by Subscription Receipt Agent**

Any securities, documents of title or other instruments that may at any time be held by the Subscription Receipt Agent pursuant to this Agreement may be placed in the deposit vaults of the Subscription Receipt Agent, its Affiliates or any Canadian chartered bank listed in Schedule I of the *Bank Act* (Canada) or deposited for safekeeping with any such bank.

### **Section 10.4 Actions by Subscription Receipt Agent to Protect Interest**

The Subscription Receipt Agent shall have the power to institute and to maintain such actions and proceedings as it may consider necessary or expedient to preserve, protect or enforce its interests and the interests of the Receiptholders.

### **Section 10.5 Subscription Receipt Agent not Required to Give Security**

The Subscription Receipt Agent shall not be required to give any bond or security in respect of the execution of this Agreement or otherwise in respect of the provisions hereof.

### **Section 10.6 Protection of Subscription Receipt Agent**

By way of supplement to the provisions of any law for the time being relating to trustees, it is expressly declared and agreed as follows:

- (a) the Subscription Receipt Agent shall not be liable for or by reason of any statements of fact or recitals in this Agreement or in the Subscription Receipt Certificates (except the representation contained in Section 2.10(2), Section 10.8 or in the certificate of the Subscription Receipt Agent on the Subscription Receipt Certificates) or be required to verify the same, but all such statements or recitals are and shall be deemed to be made by the Corporation;
- (b) nothing herein contained shall impose any obligation on the Subscription Receipt Agent to see to or to require evidence of the registration or filing (or renewal thereof) of this Agreement or any instrument ancillary or supplemental hereto;
- (c) the Subscription Receipt Agent shall not be bound to give notice to any Person or Persons of the execution hereof; and
- (d) the Subscription Receipt Agent shall not incur any liability or responsibility whatever or be in any way responsible for the consequence of any breach on the part of the Corporation of any of the covenants herein contained or of any acts of any directors, officers, employees, agents or servants of the Corporation.

## **Section 10.7 Replacement of Subscription Receipt Agent; Successor by Merger**

- (1) The Subscription Receipt Agent may resign its appointment and be discharged from all other duties and liabilities hereunder, subject to this Section 10.7, by giving to the Corporation not less than thirty (30) days prior notice in writing or such shorter prior notice as the Corporation may accept as sufficient. The Receipholders by special resolution shall have the power at any time to remove the existing Subscription Receipt Agent and to appoint a new subscription receipt agent. In the event of the Subscription Receipt Agent resigning or being removed as aforesaid or being dissolved, becoming bankrupt, going into liquidation or otherwise becoming incapable of acting hereunder, the Joint Bookrunners, on behalf of the Underwriters, shall forthwith appoint a new subscription receipt agent acceptable to the Corporation, acting reasonably, unless a new subscription receipt agent has already been appointed by the Receipholders; failing such appointment by the Joint Bookrunners, on behalf of the Underwriters, the retiring Subscription Receipt Agent or any Receipholder may apply to the Québec Superior Court of Justice on such notice as such court may direct, for the appointment of a new subscription receipt agent; but any new subscription receipt agent so appointed by the Joint Bookrunners, on behalf of the Underwriters, or by the Court shall be subject to removal as aforesaid by the Receipholders. Any new subscription receipt agent appointed under any provision of this Section 10.7 shall be a corporation authorized to carry on the business of a trust company in the Province of Québec and, if required by the applicable legislation for any other provinces, in such other provinces. On any such appointment the new subscription receipt agent shall be vested with the same powers, rights, duties and responsibilities as if it had been originally named herein as subscription receipt agent hereunder. At the request of the Corporation or the new subscription receipt agent, the retiring Subscription Receipt Agent, upon payment of the amounts, if any, due to it pursuant to Section 6.3, shall duly assign, transfer and deliver to the new subscription receipt agent all property and money held and all records kept by the retiring Subscription Receipt Agent hereunder or in connection herewith.
- (2) Upon the appointment of a successor subscription receipt agent, the Corporation shall promptly notify the Receipholders thereof in the manner provided for in Article 11 hereof.
- (3) Any corporation into which the Subscription Receipt Agent is amalgamated or with which it is consolidated or to which all or substantially all of its corporate trust business is sold or is otherwise transferred or any corporation resulting from any consolidation or amalgamation to which the Subscription Receipt Agent is a party shall become the successor subscription receipt agent under this Agreement, without the execution of any document or further act; provided that such corporation would be eligible for appointment as a successor subscription receipt agent under Section 10.7(1).
- (4) Any Subscription Receipt Certificate certified but not delivered by a predecessor subscription receipt agent may be delivered by the successor subscription receipt agent in the name of the predecessor or successor subscription receipt agent.

## **Section 10.8 Conflict of Interest**

- (1) The Subscription Receipt Agent represents to the Corporation and the Joint Bookrunners, on behalf of the Underwriters, that at the time of execution and delivery hereof no material conflict of interest exists between its role as a subscription receipt agent hereunder and its role in any other capacity and agrees that in the event of a material conflict of interest arising hereafter it will, within 30 days after ascertaining that it has such material conflict of interest, either eliminate the same or assign its appointment as Subscription Receipt Agent hereunder to a successor subscription receipt agent approved in writing by the Corporation and meeting the requirements set forth in Section 10.7(1). Notwithstanding the foregoing provisions of this Section 10.8(1), if any such material conflict of interest exists or hereafter shall exist, the validity and enforceability of this Agreement and the Subscription Receipt Certificates shall not be affected in any manner whatsoever by reason thereof.

- (2) Subject to Section 10.8(1), the Subscription Receipt Agent, in its personal or any other capacity, may buy, lend upon and deal in securities of the Corporation and generally may contract and enter into financial transactions with the Corporation or any Affiliate of the Corporation without being liable to account for any profit made thereby.

### **Section 10.9 Acceptance of Appointment**

The Subscription Receipt Agent hereby accepts the appointment as subscription receipt agent in this Agreement (and as registrar of the Subscription Receipts) and agrees to perform its duties hereunder upon the terms and conditions herein set forth.

### **Section 10.10 Subscription Receipt Agent Not to be Appointed Receiver**

The Subscription Receipt Agent and any person related to the Subscription Receipt Agent shall not be appointed a receiver, a receiver and manager or liquidator of all or any part of the assets or undertaking of the Corporation.

## **ARTICLE 11 GENERAL**

### **Section 11.1 Notice to the Corporation, Subscription Receipt Agent and the Joint Bookrunners, on behalf of the Underwriters**

- (1) Unless herein otherwise expressly provided, any notice to be given hereunder to the Corporation, the Joint Bookrunners, on behalf of the Underwriters, or the Subscription Receipt Agent shall be deemed to be validly given if delivered by hand courier or if transmitted by telecopier:

- (a) if to the Corporation:

800 René-Lévesque Boulevard West, Suite 2900  
Montréal, Québec  
H3B 1Y8

Attention: Senior Vice President, General Counsel and  
Corporate Secretary  
Fax No. : (514) 861-2746

with a copy to (which shall not constitute notice to the Corporation):

Norton Rose Fulbright Canada LLP  
1 Place Ville-Marie, Suite 2500  
Montréal, Québec  
H3B 1R1

Attention: Paul Raymond and Solomon Sananes  
Fax No.: (514) 286-5474

- (b) if to the Joint Bookrunners, on behalf of the Underwriters:

National Bank Financial Inc.  
1155 Metcalfe Street, 5<sup>th</sup> Floor  
Montréal, Québec  
H3B 4S9



Attention: Louis Gendron  
Fax No. : (514) 390-7810

and to:

UBS Securities Canada Inc.  
1800 Avenue McGill College, Suite 2400  
Montréal, Québec  
H3A 3J6

Attention: Alain Auclair  
Fax No. : (514) 842-4501

and to:

CIBC World Markets Inc.  
161 Bay St., 6<sup>th</sup> Floor  
Toronto, Ontario  
M5J 2S8

Attention: Alexandre Prunier  
Fax No. : (416) 594-7225

and to:

Citigroup Global Markets Canada Inc.  
123 Front Street West, 19<sup>th</sup> Floor  
Toronto, Ontario  
M5J 2M3

Attention: Grant Kernaghan  
Fax No. : 1-877-286-7139

with a copy to (which shall not constitute notice to the Joint Bookrunners):

Stikeman Elliott LLP  
1155 René-Lévesque Boulevard West, 40<sup>th</sup> Floor  
Montréal, Québec  
H3B 4P7

Attention: Jean Marc Huot  
Fax No. : (514) 397-3435

(c) if to the Subscription Receipt Agent:

Computershare Trust Company of Canada  
1500 University Street, Suite 700  
Montreal, Quebec  
H3A 3S8

Attention: General Manager, Corporate Trust  
Fax No. : (514) 982-7677

and any such notice delivered in accordance with the foregoing shall be deemed to have been received on the date of delivery or, if telecopied or emailed on the day of transmission or, if such day is not a Business Day, on the first Business Day following the day of transmission.

- (2) The Corporation, the Joint Bookrunners, on behalf of the Underwriters, or the Subscription Receipt Agent, as the case may be, may from time to time notify the other parties in the manner provided in Section 11.1(1) of a change of address which, from the effective date of such notice and until changed by like notice, shall be the address of the Corporation, the Joint Bookrunners, on behalf of the Underwriters, or the Subscription Receipt Agent, as the case may be, for all purposes of this Agreement.

### **Section 11.2 Notice to Receiptholders**

- (1) Any notice to the Receiptholders under the provisions of this Agreement shall be valid and effective if delivered or sent by letter or circular through the ordinary post addressed to such holders at their post office addresses appearing on the register hereinbefore mentioned and shall be deemed to have been effectively given on the date of delivery or, if mailed, five (5) Business Days following actual posting of the notice.
- (2) If, by reason of a strike, lockout or other work stoppage, actual or threatened, involving postal employees, any notice to be given to the Receiptholders hereunder could reasonably be considered unlikely to reach its destination, such notice shall be valid and effective only if it is delivered personally to such Receiptholders or if delivered to the address for such Receiptholders contained in the register of Subscription Receipts maintained by the Subscription Receipt Agent.
- (3) All notices to joint holders of any Subscription Receipt may be given to whichever one of the holders thereof is named first in the appropriate register hereinbefore mentioned, and any notice so given shall be sufficient notice to all such joint holders of the Subscription Receipt.

### **Section 11.3 Evidence of Ownership**

- (1) Upon receipt of a certificate of any bank, trust company or other depositary satisfactory to the Subscription Receipt Agent stating that the Subscription Receipts specified therein have been deposited by a named Person with such bank, trust company or other depositary and will remain so deposited until the expiry of the period specified therein, the Corporation and the Subscription Receipt Agent may treat the Person so named as the owner, and such certificate as sufficient evidence of the ownership by such Person of such Subscription Receipt during such period, for the purpose of any requisition, direction, consent, instrument or other document to be made, signed or given by the holder of the Subscription Receipt so deposited.
- (2) The Corporation and the Subscription Receipt Agent may accept as sufficient evidence of the fact and date of the signing of any requisition, direction, consent, instrument or other document by any Person (i) the signature of any officer of any bank, trust company, or other depositary satisfactory to the Subscription Receipt Agent as witness of such execution, (ii) the certificate of any notary public or other officer authorized to take acknowledgements of deeds to be recorded at the place where such certificate is made that the Person signing acknowledged to him the execution thereof, or (iii) a statutory declaration of a witness of such execution.

### **Section 11.4 Satisfaction and Discharge of Agreement**

Upon the earliest of:

- (a) the entering of a Book-Based System customer confirmation of Underlying Class B Subordinate Voting Shares in a CDS account for holders of Subscription Receipts and the payment of monies if any required to be paid to the Corporation, Receiptholders and

Joint Bookrunners, on behalf of the Underwriters, pursuant to Section 3.1(1), Section 3.2 and Section 3.4; or

- (b) the payment of all monies required where a Termination Event occurs as provided in Section 3.5;

this Agreement shall cease to be of further effect and the Subscription Receipt Agent, on demand of and at the cost and expense of the Corporation and upon delivery to the Subscription Receipt Agent of a certificate of the Corporation stating that all conditions precedent to the satisfaction and discharge of this Agreement have been complied with, shall execute proper instruments acknowledging satisfaction of and discharging this Agreement. Notwithstanding the foregoing, Section 2.11, Section 2.19, Section 6.3, Section 7.2, Section 7.3, Section 10.6, Section 11.1, Section 11.2, Section 11.4, Section 11.8, Section 11.9 and Section 11.10 shall remain in full force and effect and survive the termination of this Agreement.

#### **Section 11.5 Provisions of Agreement and Subscription Receipts for the Sole Benefit of Parties and Receiptholders**

Nothing in this Agreement or in the Subscription Receipt Certificates, expressed or implied, shall give or be construed to give to any Person other than the parties hereto and the Underwriters with respect to Section 6.10, the Receiptholders and, subject to Section 2.19, the transferees of Subscription Receipts, as the case may be, any legal or equitable right, remedy or claim under this Agreement, or under any covenant or provision herein or therein contained, all such covenants and provisions being for the sole benefit of the parties hereto, the Receiptholders and, subject to Section 2.19, such transferees. The rights of the beneficial owners of Subscription Receipts represented by CDS-Registered Subscription Receipt Certificates shall be exercised through CDS as contemplated in Section 2.15.

#### **Section 11.6 Subscription Receipts Owned by the Corporation or its Affiliates Certificate to be Provided**

For the purpose of disregarding any Subscription Receipts owned legally or beneficially by the Corporation or any Affiliate of the Corporation as contemplated in Section 8.16, the Corporation shall provide to the Subscription Receipt Agent, from time to time, a certificate of the Corporation setting forth as at the date of such certificate the number of Subscription Receipts owned legally or beneficially by the Corporation or any Affiliate of the Corporation, and the Subscription Receipt Agent, in making the computations in Section 8.16, shall be entitled to rely on such certificate without requiring further evidence thereof.

#### **Section 11.7 Effect of Execution**

Notwithstanding any provision of this Agreement, should any Subscription Receipt Certificates be issued and certified in accordance with the terms hereof prior to the actual time of execution of this Agreement by the Corporation and the Subscription Receipt Agent, any such Subscription Receipt Certificates shall be void and of no value and effect until such actual execution.

#### **Section 11.8 Independent Parties**

The parties shall remain independent with respect to each other, and nothing in this Agreement shall be construed as creating a trust, a partnership or a joint venture.

#### **Section 11.9 Time of Essence**

Time is and shall remain of the essence of this Agreement.

### **Section 11.10 Governing Law; Jurisdiction**

This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Québec and the federal laws of Canada applicable therein. With respect to any suit, action or proceeding relating to this Agreement, each party hereto irrevocably submits to the non-exclusive jurisdiction of the courts of the Province of Québec located in Montreal and the appellate courts thereof, and waives any objection that it may now or hereafter have to the venue of any such action or proceeding in such court or that any such action or proceeding was brought in an inconvenient forum, and further waives the right to object that such court does not have jurisdiction over such party.

### **Section 11.11 Counterparts**

This Agreement may be executed and delivered in counterparts, each of which when so executed and delivered shall be deemed to be an original and such counterparts together shall constitute one and the same instrument and notwithstanding their date of execution they shall be deemed to be dated as of the date hereof.

### **Section 11.12 English Language**

Each of the Corporation, the Subscription Receipt Agent and the Joint Bookrunners on behalf of the Underwriters hereby acknowledges that it has consented to and requested that this Agreement and all documents relating thereto, including, without limiting the generality of the foregoing, the form of Subscription Receipt Certificate attached hereto as Schedule "A", and the form of notice attached hereto as Schedule "B", as well as the terms set out in Schedule "C", be drawn up in the English language only. *Chacun de la Compagnie, l'Agent de reçus de souscription et les Co-chefs de file pour le compte des preneurs fermes reconnaît avoir accepté et exigé que le présent contrat et tous les documents s'y rapportant, y compris, sans restreindre la portée générale de ce qui précède, le formulaire de certificat de reçu de souscription joint aux présentes à titre d'annexe « A », ainsi que l'avis joint aux présentes à titre d'annexe « B », de même que les termes prévus à l'annexe « C », soient rédigés en langue anglaise seulement.*

***[Remainder of page left intentionally blank; signature pages follow]***

**IN WITNESS WHEREOF** the parties hereto have executed this Subscription Receipt Agreement as of the date first written above.

**BOMBARDIER INC.**

By: (signed) Pierre Alary

Name: Pierre Alary

Title: Senior Vice President and Chief  
Financial Officer

By: (signed) Daniel Desjardins

Name: Daniel Desjardins

Title: Senior Vice President, General  
Counsel and Corporate Secretary

**NATIONAL BANK FINANCIAL INC.**

By: (signed) Louis Gendron

Name: Louis Gendron

Title: Managing Director

**UBS SECURITIES CANADA INC.**

By: (signed) Alain Auclair

Name: Alain Auclair

Title: Managing Director

By: (signed) François Turgeon

Name: François Turgeon

Title: Managing Director

*[Signature page follows]*

**CIBC WORLD MARKETS INC.**

By: (signed) Alexandre Prunier

Name: Alexandre Prunier

Title: Managing Director

**CITIGROUP GLOBAL MARKETS CANADA INC.**

By: (signed) Grant Kernaghan

Name: Grant Kernaghan

Title: Managing Director

*[Signature page follows]*

**COMPUTERSHARE TRUST COMPANY OF  
CANADA**

By: (signed) Fabienne Pinatel

Name: Fabienne Pinatel

Title: Authorized Signatory

By: (signed) Nicolas Richard

Name: Nicolas Richard

Title: Authorized Signatory

**SCHEDULE “A”  
FORM OF SUBSCRIPTION RECEIPT CERTIFICATE**

[Add for CDS-Registered Subscription Receipt Certificate] [UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF CDS CLEARING AND DEPOSITORY SERVICES INC. (“CDS”) TO BOMBARDIER INC. OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY CERTIFICATE ISSUED IN RESPECT THEREOF IS REGISTERED IN THE NAME OF CDS & CO., OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF CDS (AND ANY PAYMENT IS MADE TO CDS & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF CDS), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL SINCE THE REGISTERED HOLDER HEREOF, CDS & CO., HAS A PROPERTY INTEREST IN THE SECURITIES REPRESENTED BY THIS CERTIFICATE HEREIN AND IT IS A VIOLATION OF ITS RIGHTS FOR ANOTHER PERSON TO HOLD, TRANSFER OR DEAL WITH THIS CERTIFICATE.]

**BOMBARDIER INC.**  
(A corporation amalgamated under the laws of Canada)

**NUMBER: ●**

**CUSIP / ISIN: 097751127 / CA0977511272**

**THIS IS TO CERTIFY THAT ●** (the “**Holder**”) is the registered holder of ● Subscription Receipts represented hereby.

The Subscription Receipts represented by this Subscription Receipt certificate (the “**Certificate**”) are issued pursuant to a subscription receipt agreement (the “**Subscription Receipt Agreement**”) dated February 27, 2015 among Bombardier Inc. (the “**Corporation**”), Computershare Trust Company of Canada (the “**Subscription Receipt Agent**”), National Bank Financial Inc., UBS Securities Canada Inc., CIBC World Markets Inc. and Citigroup Global Markets Canada Inc. on their own behalf and on behalf of Scotia Capital Inc., Merrill Lynch Canada Inc., Credit Suisse Securities (Canada), Inc. and Desjardins Securities Inc. Capitalized terms used in the Subscription Receipt Agreement have the same meaning herein as therein, unless otherwise defined.

Each Subscription Receipt entitles the Holder, in accordance with the terms of, and subject to, the Subscription Receipt Agreement:

- (a) if the Escrow Release Conditions are satisfied and the Escrow Release Notice is delivered to the Subscription Receipt Agent prior to the occurrence of a Termination Event, to automatically receive, without payment of additional consideration or further action, one Underlying Class B Subordinate Voting Share for each Subscription Receipt held by the holder (subject to adjustment in certain specified circumstances); or
- (b) in the event a Termination Event occurs prior to the satisfaction of the Escrow Release Conditions, to receive, no later than at the Termination Payment Time, an amount equal to the full Subscription Price for such Subscription Receipt plus the holder's *pro rata* share of the Earned Interest and Deemed Interest, less applicable withholding taxes, if any,

all in the manner and on the terms and conditions set out in the Subscription Receipt Agreement.

The Subscription Receipts represented hereby are issued under and pursuant to the Subscription Receipt Agreement. Reference is hereby made to the Subscription Receipt Agreement and any and all other instruments supplemental or ancillary thereto for a full description of the rights of the holders of the Subscription Receipts and the terms and conditions upon which such Subscription Receipts are, or are to be, issued and held, all to the same effect as if the provisions of the Subscription Receipt Agreement and



all instruments supplemental or ancillary thereto were herein set forth, and to all of which provisions the holder of these Subscription Receipts by acceptance hereof assents. In the event of a conflict or inconsistency between the terms of the Subscription Receipt Agreement and this Certificate, the terms of the Subscription Receipt Agreement shall prevail.

Pursuant to the terms of the Subscription Receipt Agreement, the Corporation has granted to the Original Purchasers of Subscription Receipts under the Prospectus a contractual right of rescission as further described therein.

The holding of the Subscription Receipts evidenced by this Certificate shall not constitute the holder hereof a Shareholder or entitle such holder to any right or interest in respect thereof except as herein and in the Subscription Receipt Agreement expressly provided.

The Subscription Receipt Agreement contains provisions making binding upon all holders of Subscription Receipts outstanding thereunder resolutions passed at meetings of such holders held in accordance with such provisions and by instruments in writing signed by the holders of a specified majority of the outstanding Subscription Receipts.

The Subscription Receipts evidenced by this Certificate may be transferred on the register kept at the Designated Office of the Subscription Receipt Agent by the holder hereof or his legal representatives or his attorney duly appointed by an instrument in writing in form and execution satisfactory to the Subscription Receipt Agent, only upon payment of the charges, if any, provided for in the Subscription Receipt Agreement and upon compliance with such reasonable requirements as the Subscription Receipt Agent may prescribe, including the surrender of this Certificate together with a security transfer form acceptable to the Corporation and the Subscription Receipt Agent (each acting reasonably). The transfer register shall be closed at 5:00 p.m. (Montreal time) on the earlier to occur of the Release Date and the Termination Date (subject to settlement).

The Subscription Receipt Agreement provides for adjustment in the number and kind of securities or other property issuable pursuant to the terms of the Subscription Receipts in certain events therein set forth.

Effective immediately after the Underlying Class B Subordinate Voting Shares have been, or have been deemed to be, issued, the Subscription Receipts represented by this Certificate will be void and of no value or effect.

This Certificate shall not be valid for any purpose whatever unless and until it has been countersigned by or on behalf of the Subscription Receipt Agent.

Time shall be of the essence hereof. This Certificate is governed by the laws of the Province of Québec and the laws of Canada applicable therein.

The Holder hereof hereby acknowledges that he or she has consented to and required that this Certificate and all documents relating thereto, be drawn up in the English language. *Le Porteur de ce certificat de reçu de souscription reconnaît avoir accepté et exigé que le présent certificat et tous les documents s'y rapportant soient rédigés en langue anglaise seulement.*

*[Remainder of page left intentionally blank; signature page follows]*

**IN WITNESS WHEREOF** the Corporation has caused this Certificate to be signed by a duly authorized representative as of February 27, 2015.

**BOMBARDIER INC.**

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

**COMPUTERSHARE TRUST COMPANY OF CANADA, as Subscription Receipt Agent**

By: \_\_\_\_\_  
Name:  
Title:

**SCHEDULE “B”  
FORM OF ESCROW RELEASE NOTICE**

**TO:** COMPUTERSHARE TRUST COMPANY OF CANADA (the “Subscription Receipt Agent”)

**AND TO:** COMPUTERSHARE INVESTOR SERVICES INC. (the “Transfer Agent”)

**AND TO:** NATIONAL BANK FINANCIAL INC., UBS SECURITIES CANADA INC., CIBC WORLD MARKETS INC. AND CITIGROUP GLOBAL MARKETS CANADA INC.

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Reference is made to the subscription receipt agreement (the “**Subscription Receipt Agreement**”), dated as of February 27, 2015, among Bombardier Inc. (the “**Corporation**”), the Subscription Receipt Agent and National Bank Financial Inc. (“**NBF**”), UBS Securities Canada Inc., CIBC World Markets Inc. and Citigroup Global Markets Canada Inc., on their own behalf and on behalf of Scotia Capital Inc., Merrill Lynch Canada Inc., Credit Suisse Securities (Canada), Inc. and Desjardins Securities Inc. Capitalized terms used herein without definition having the meanings specified in the Subscription Receipt Agreement.

In accordance with the provisions of the Subscription Receipt Agreement, we are writing to confirm to you that the Escrow Release Conditions have been satisfied and no Termination Event has occurred.

As provided in Section 3.1(1) of the Subscription Receipt Agreement, the Corporation hereby authorizes and directs the Subscription Receipt Agent to release the Escrowed Funds and Earned Interest as follows:

- (a) the Balance of the Underwriters’ Commission, being the amount of \$[●], is to be paid out of the Escrowed Funds and released to the NBF, on behalf of the Underwriters. Such amount shall be delivered as follows: **[WIRE TRANSFER INSTRUCTIONS]**;
- (b) any amount payable to Receiptholders pursuant to Section 3.4 of the Subscription Receipt Agreement, being the amount of \$\_\_\_\_\_, is to be paid out of the Escrowed Funds and released to the Receiptholders; and
- (c) the remainder of the Escrowed Funds and the Earned Interest, being the amount of \$\_\_\_\_\_, are to be released to the Corporation. Such amount shall be delivered as follows: **[WIRE TRANSFER INSTRUCTIONS]**

As provided in Section 3.3 of the Subscription Receipt Agreement, the Transfer Agent, in its capacity as registrar and transfer agent of the Class B Subordinate Voting Shares, is hereby irrevocably directed and authorized to issue and credit an aggregate of ● Class B Subordinate Voting Shares, bearing CUSIP number 097751127 (ISIN number CA0977511272), in favour of “CDS & Co.”, 600 de Maisonneuve Blvd W., Suite 210, Montréal, Québec H3A 3J2, through the non-certificated inventory process. A CDS instant deposit reference number ● has been set up by NBF on behalf of the Underwriters for such Class B Subordinate Voting Shares.

We hereby confirm that the issuance of these Class B Subordinate Voting Shares has been duly authorized by all necessary action on the part of the Corporation and that the Corporation has received full consideration therefor and when issued, such Class B Subordinate Voting Shares will be fully-paid and non-assessable.

The foregoing direction, which may be signed in counterparts and delivered by facsimile, is irrevocable and shall constitute your good and sufficient authority for making such issuance and payments as directed above.

*[Remainder of page left intentionally blank; signature page follows]*

DATED the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

**BOMBARDIER INC.**

By: \_\_\_\_\_

Name:

Title:

*[Signature page follows]*

**SCHEDULE "C"**  
**APPROVED BANKS**

*[List of approved banks]*