

Montréal, February 20, 2015

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

Dear Sirs:

The undersigned, National Bank Financial Inc. ("**NBF**"), UBS Securities Canada Inc., CIBC World Markets Inc. and Citigroup Global Markets Canada Inc. (collectively, the "**Joint Bookrunners**"), and Scotia Capital Inc., Merrill Lynch Canada Inc., Credit Suisse Securities (Canada), Inc. and Desjardins Securities Inc. (collectively with the Joint Bookrunners, the "**Underwriters**") understand that Bombardier Inc. ("**Bombardier**" or the "**Corporation**") proposes to offer to the public in all provinces of Canada (the "**Selected Jurisdictions**"), with respect to the United States in a manner that will allow an offering and sale to Qualified Institutional Buyers (as defined herein) in accordance with applicable United States Securities Laws and without registration thereunder, and in the Other Private Placement Jurisdictions (as defined herein), in each case, on the terms and conditions set out herein, 424,209,000 Subscription Receipts (as defined herein) (the "**Purchased Receipts**").

The undersigned understand that Bombardier has prepared and filed an unallocated preliminary short form base shelf prospectus dated February 12, 2015 (in the English and French languages, as applicable, together with the documents incorporated by reference therein, the "**Preliminary Base Shelf Prospectus**") and a final short form base shelf prospectus dated February 18, 2015 (in the English and French languages, as applicable, together with the documents incorporated by reference therein, the "**Final Base Shelf Prospectus**") in respect of up to \$2,500,000,000 aggregate initial offering price of debt securities, preferred shares, class B shares (subordinate voting) (the "**Class B Subordinate Voting Shares**"), subscription receipts and warrants of Bombardier, omitting the Shelf Information (as defined herein) in accordance with National Instrument 44-101 – *Short Form Prospectus Distributions* ("**NI 44-101**") and National Instrument 44-102 – *Shelf Distributions* ("**NI 44-102**", and, collectively with NI 44-101, the "**Shelf Procedures**") and that Bombardier received a receipt from the Canadian Securities Regulators (as defined herein) under the Passport System (as defined herein) for the Preliminary Base Shelf Prospectus on February 12, 2015 and for the Final Base Shelf Prospectus on February 19, 2015.

The undersigned also understand that Bombardier has prepared and will file on the date hereof a prospectus supplement (in the English and French languages, as applicable, together with the documents incorporated by reference therein, the "**Prospectus Supplement**", and the Final Base Shelf Prospectus as supplemented by the Prospectus Supplement, the "**Prospectus**"), which

includes the Shelf Information and all necessary related documents in order to qualify the Offered Receipts (as defined herein) for distribution in the Selected Jurisdictions.

The information included in the Prospectus Supplement that is permitted under the Shelf Procedures to be omitted from the Preliminary Base Shelf Prospectus and the Final Base Shelf Prospectus for which receipts or other evidences of acceptance have been obtained but that is deemed under the Shelf Procedures to be incorporated by reference into the Final Base Shelf Prospectus is referred to herein as the "**Shelf Information**".

The Subscription Receipts will be created pursuant to a subscription receipt agreement (the "**Subscription Receipt Agreement**") to be entered into among the Corporation, the Joint Bookrunners (on behalf of the Underwriters) and Computershare Trust Company of Canada, as subscription receipt agent (the "**Subscription Receipt Agent**"), to be dated as of the Closing Date. Each Subscription Receipt will entitle the holder thereof to receive, if the Escrow Release Conditions (as defined herein) are satisfied before the occurrence of a Termination Event (as defined herein) and without payment of additional consideration or further action, one Class B Subordinate Voting Share of the Corporation (an "**Underlying Class B Share**") (subject to customary adjustments in certain circumstances).

Subject to the terms and conditions set out in this Underwriting Agreement, the Underwriters hereby jointly (and not solidarily, nor jointly and severally) agree to purchase from the Corporation the Purchased Receipts at the Closing Time (as defined herein) in the respective percentages set forth in Section 28, and the Corporation hereby agrees to issue and sell to the Underwriters at the Closing Time all, but not less than all, of the Purchased Receipts at a price per Purchased Receipt of \$2.21 (the "**Offering Price**") for aggregate gross proceeds of \$937,501,890. The Underwriters propose to distribute the Subscription Receipts in the Selected Jurisdictions in the manner contemplated by this Underwriting Agreement and pursuant to the Prospectus and any Prospectus Amendment.

In addition, the Underwriters shall have an over-allotment option (the "**Over-Allotment Option**"), which Over-Allotment Option may be exercised once in whole or in part at the Underwriters' sole discretion and without obligation, to purchase up to an additional 63,631,350 Subscription Receipts (the "**Additional Subscription Receipts**", and together with the "**Purchased Receipts**", the "**Offered Receipts**") at the Offering Price for additional gross proceeds of up to \$140,625,283.50 to cover over-allotments, if any, and for market stabilization purposes. Unless the context otherwise requires, all references to the "Subscription Receipts" shall assume the exercise of the Over-Allotment Option and shall include the Additional Subscription Receipts and all references to the "Underlying Class B Shares" shall assume the exercise of the Over-Allotment Option and shall include the Underlying Class B Shares issuable upon the conversion of the Additional Subscription Receipts. The Over-Allotment Option shall be exercisable by the Underwriters, at their sole discretion, at any time on or following the Closing Date until the earlier of (i) 30 days following the Closing Date and (ii) the occurrence of a Termination Event by delivering written notice of the Joint Bookrunners to that effect not later than two Business Days (as defined herein) prior to the proposed Option Closing Date (as defined herein) to the Corporation, after which time the Over-Allotment Option shall be void and of no further force and effect.

In the event and to the extent that the Underwriters exercise the Over-Allotment Option, subject to the terms and conditions hereof, the Underwriters hereby jointly (and not solidarily, nor jointly and severally) agree to purchase from the Corporation and offer for sale to the public on the same terms as the Purchased Receipts the number of Additional Subscription Receipts as to which the Over-Allotment Option shall have been exercised in the respective percentages set forth in Section 28 hereof, and the Corporation hereby agrees to issue and sell such number of Additional Subscription Receipts to the Underwriters at the Offering Price. The Underwriters shall not be under any obligation to purchase any of the Additional Subscription Receipts prior to the exercise of the Over-Allotment Option. The offering of the Offered Receipts by the Corporation (including without limitation the offering and sale in the United States pursuant to Rule 144A under the 1933 Act ("**Rule 144A**")) is hereinafter referred to as the "**Offering**".

The gross proceeds from the Offering, less 50% of the Underwriters' Fee (as defined herein) (the "**Escrowed Funds**"), and all interest and other income thereon, will be held by the Subscription Receipt Agent and invested in short-term interest bearing or discount debt obligations issued or guaranteed by the Government of Canada, or obligations of, or guaranteed by, a Canadian chartered bank, provided that such obligations of, or guaranteed by, a Canadian chartered bank, are qualified investments within the meaning of the *Income Tax Act* (Canada) and the regulations thereunder (collectively, the "**Tax Act**"), approved in writing by the Corporation and the Joint Bookrunners, pending the earlier of the satisfaction of the Escrow Release Conditions and the Termination Date.

If the Escrow Release Conditions are satisfied before the occurrence of a Termination Event (as defined herein), holders of Subscription Receipts will be entitled to receive no later than three Business Days following the date on which the Escrow Release Conditions are satisfied, without payment of additional consideration or further action, one Underlying Class B Share for each Subscription Receipt held (subject to customary adjustments in certain circumstances). Upon the satisfaction of the Escrow Release Conditions, the Escrowed Funds, together with the Earned Interest (if any) (as defined herein), less 50% of the Underwriters' Fee, will be released to the Corporation and 50% of the Underwriters' Fee will be remitted to the Joint Bookrunners for the benefit of the Underwriters. For purposes of this Underwriting Agreement, "**Earned Interest**" means an amount equal to interest and other income actually earned on the investment of the Escrowed Funds from, and including, the date of the Closing to, but excluding, the date on which all of the Escrow Release Conditions are satisfied or the Termination Date, as applicable.

If (i) the Escrow Release Conditions are not satisfied on or before 5:00 p.m. (Montréal time) on April 30, 2015, or (ii) the Corporation delivers notice to the Underwriters or announces to the public that it did not obtain shareholder approval for the amendment to its articles in order to provide for the Increase to Authorized Share Capital (as defined herein) (each of (i) and (ii), a "**Termination Event**", and the date upon which such event occurs the "**Termination Date**"), holders of the Subscription Receipts shall, commencing on the third Business Day following the Termination Date, be entitled to receive from the Subscription Receipt Agent, in the manner contemplated in the Subscription Receipt Agreement, an amount equal to the full subscription price therefor plus their *pro rata* share of the Earned Interest, and their *pro rata* share of an amount equal to the interest and other income that would have otherwise been earned on the 50% of the Underwriters' Fee paid to the Underwriters if such fee had been held in escrow as

part of the Escrowed Funds and not paid to the Underwriters on the date of the Closing (the "**Deemed Interest**"), less applicable withholding taxes, if any. In the event that the gross proceeds of the Offering are required to be remitted to purchasers of the Subscription Receipts, the Corporation will pay the Subscription Receipt Agent an amount equal to 50% of the Underwriters' Fee plus the Deemed Interest such that 100% of the gross proceeds of the Offering, plus the Earned Interest and the Deemed Interest, would be delivered to purchasers of the Subscription Receipts.

The Underwriters propose to offer the Purchased Receipts initially at the Offering Price. After the Underwriters have made reasonable efforts to sell the Subscription Receipts at the Offering Price, the Underwriters may offer the Subscription Receipts to the public at prices lower than the Offering Price. Any such reduction will not affect the proceeds received by the Corporation.

Subject to the terms and conditions set forth in this Underwriting Agreement, the Corporation agrees that the Underwriters will be permitted to appoint, at their sole expense, other registered dealers or other dealers duly qualified in their respective jurisdictions, in each case acceptable to the Corporation, acting reasonably, as their agents to assist in the Offering in the Selected Jurisdictions, in the United States pursuant to Rule 144A and in the Other Private Placement Jurisdictions, and that the Underwriters may determine the remuneration payable by the Underwriters to such other dealers appointed by them; provided, however, that the Underwriter who appointed such other dealer shall be liable to the Corporation for any breach by such other dealer of the terms hereof.

In consideration of the services rendered and to be rendered by the Underwriters in connection herewith, including but not limited to: assisting in the preparation of the Offering Documents and related documentation in order to qualify the Offered Receipts for sale; selling the Offered Receipts to the public both directly and through other dealers and brokers; and performing administrative work in connection with the sale of the Offered Receipts, Bombardier agrees to pay the Joint Bookrunners, acting on behalf of the Underwriters, a fee (the "**Underwriters' Fee**"), comprised of the following:

- a. a fee of \$0.0884 per Purchased Receipt (representing 4% of the Offering Price), except Purchased Receipts purchased by the Principal Shareholders, directly or through corporations controlled by them, payable as to 50% at the Closing Time and 50% upon satisfaction of the Escrow Release Conditions and release of the Escrowed Funds to the Corporation; and
- b. a fee of \$0.0884 per Additional Subscription Receipt (representing 4% of the Offering Price), except Additional Subscription Receipts purchased by the Principal Shareholders, directly or through corporations controlled by them, payable as to 50% at the Option Closing Time and 50% upon satisfaction of the Escrow Release Conditions and release of the Escrowed Funds to the Corporation.

For greater certainty, if the Escrow Release Conditions are not satisfied prior to the occurrence of a Termination Event, the Underwriters' Fee will be reduced to the amount payable upon the Closing Time and/or the Option Closing Time, as the case may be.

All references in this Underwriting Agreement to "dollars" or "\$" are to Canadian dollars.

The agreement (the "**Underwriting Agreement**") arising upon the acceptance by Bombardier of the offer of the Underwriters contained in this letter shall be subject to the following terms and conditions:

### **TERMS AND CONDITIONS**

1. **Definitions and Interpretation.** When used in this Underwriting Agreement, or in any amendment to, or certificate delivered pursuant to, this Underwriting Agreement, the following terms will have the following meanings, respectively:

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

"**AMF**" means the *Autorité des marchés financiers* (Québec);

"**Business Day**" means any day, other than a Saturday or Sunday, on which commercial banks in Montréal, Québec, and Toronto, Ontario, are open for commercial banking business during normal banking hours;

"**Canadian Securities Laws**" means all applicable securities laws in each of the Selected Jurisdictions and the respective rules, regulations, blanket orders and blanket rulings under such laws together with applicable published policies, policy statements and notices of the Canadian Securities Regulators;

"**Canadian Securities Regulators**" means the applicable securities commission or securities regulatory authority in each of the Selected Jurisdictions and "**Canadian Securities Regulator**" means any one of them;

"**Claim**" has the meaning given to it in Section 23;

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

"**Class B Subordinate Voting Shares**" has the meaning given to it above;

"**Closing**" means the completion of the issue and sale by Bombardier, and the purchase by the Underwriters, of the Purchased Receipts pursuant to this Agreement;

"**Closing Date**" means February 27, 2015 or such other date as Bombardier and the Underwriters may agree upon in writing, which in any event shall not be later than March 21, 2015;

"**Closing Time**" means 8:00 a.m. (Montréal time) on the Closing Date;

"**comparables**" has the meaning given to it under NI 44-102;

"**Deemed Interest**" has the meaning given to it above;

"**Earned Interest**" has the meaning given to it above;

"**Escrowed Funds**" means the proceeds from the sale of the Offered Receipts, less 50% of the Underwriters' Fee that will be paid to the Underwriters out of the gross proceeds from the sale of the Purchased Receipts on the Closing Date and, if applicable, from the sale of the Additional Subscription Receipts on the Option Closing Date;

"**Escrow Release Conditions**" means (i) the completion of the Increase to Authorized Share Capital, and (ii) the delivery of a notice to that effect by the Corporation to the Subscription Receipt Agent;

"**Final Base Shelf Prospectus**" has the meaning given to it above;

"**Financial Information**" means, collectively, (i) the Financial Statements, (ii) the MD&A and (iii) the information under the headings "Presentation of Financial Information", "Consolidated Capitalization", and "Earnings Coverage Ratios" contained in the Offering Documents;

"**Financial Statements**" means Bombardier's audited consolidated financial statements for each of the years ended December 31, 2014 and 2013, together with the notes thereto and the independent auditor's report thereon, as incorporated by reference in the Offering Documents;

"**Increase to Authorized Share Capital**" means (i) the adoption of a resolution approving the proposed amendment to the Corporation's articles of amalgamation 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, 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 (ii) 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*;

"**Indemnified Party**" has the meaning given to it in Section 23;

"**Law**" means any and all laws, including all federal, state, provincial and local statutes, codes, ordinances, guidelines, decrees, rules, regulations and municipal by-laws and all judicial, arbitral, administrative, ministerial, departmental or regulatory judgments, orders, decisions, rulings or awards or other requirements of any other governmental entity, binding on or affecting the person referred to in the context in which the term is used;

"**Lien**" means any mortgage, charge, pledge, hypothec, claim, security interest, assignment, lien (statutory or otherwise), defect, restriction on transfer, or other encumbrance of any nature, including any arrangement or condition which, in substance, secures payment or performance of an obligation;

"**Material Adverse Effect**" or "**Material Adverse Change**" means any effect, change or occurrence that is or is reasonably likely to (a) be materially adverse to the results of operations, financial condition, assets, properties, capital, liabilities (contingent or otherwise), obligations, cash flow, income, affairs or business operations of Bombardier and its subsidiaries, on a consolidated basis, or (b) result in the Offering Documents or any of them containing a misrepresentation;

"**Material Subsidiaries**" means the subsidiaries of Bombardier listed under the heading "Subsidiaries" in Bombardier's annual information form dated February 12, 2015 incorporated by reference in the Offering Documents;

"**marketing materials**" has the meaning given to it under NI 41-101;

"**material change**" has the meaning given to it in the *Securities Act* (Québec);

"**material fact**" has the meaning given to it in the *Securities Act* (Québec);

"**MD&A**" means Bombardier's management's discussion and analysis of financial condition and results of operations for the fiscal years ended December 31, 2014 and 2013;

"**misrepresentation**" means a misrepresentation for the purposes of applicable Canadian Securities Laws or any of them;

"**NBF**" has the meaning given to it above;

"**NI 41-101**" has the meaning given to it above;

"**NI 44-101**" has the meaning given to it above;

"**NI 44-102**" has the meaning given to it above;

"**Offering**" has the meaning given to it above;

"**Offering Document Amendment**" means any Prospectus Amendment and any Offering Memorandum Amendment;

"**Offering Documents**" means, collectively, the Preliminary Base Shelf Prospectus, the Prospectus, the Offering Memorandum and any Offering Document Amendment;

"**Offering Memorandum**" has the meaning given to it in Section 3;

"**Offering Memorandum Amendment**" means any amendment to the Offering Memorandum;

**"Offering Price"** has the meaning given to it above;

**"Option Closing"** means completion of the issue and sale by Bombardier, and the purchase by the Underwriters, of the Additional Subscription Receipts pursuant to this Underwriting Agreement;

**"Option Closing Date"** means the date for the Option Closing set out in the notice to be provided to the Corporation in connection with the exercise by the Underwriters of the Over-Allotment Option;

**"Option Closing Time"** means 8:00 a.m. (Montréal time) on the Option Closing Date;

**"Other Private Placement Jurisdictions"** means the jurisdictions other than Canada and the United States where the Subscription Receipts may be offered for sale by the Underwriters in a manner that will not trigger registration, prospectus or continuous disclosure requirements in such jurisdictions;

**"Over-Allotment Option"** has the meaning given to it above;

**"Passport System"** means the passport system procedures provided for under National Policy 11-202 - *Process for Prospectus Reviews in Multiple Jurisdictions*;

**"Permitted Liens"** means (i) Liens for taxes and other governmental charges and assessments not yet due or delinquent or being contested in good faith by appropriate proceedings, (ii) Liens imposed by law and incurred in the ordinary course of business for obligations not yet due or delinquent, (iii) Liens in respect of pledges or deposits under workers' compensation, social security or similar laws, other than with respect to any amounts which are due or delinquent, unless such amounts are being contested in good faith by appropriate proceedings, (iv) Liens permitted from time to time under the Corporation's or its subsidiaries' credit agreements, and (v) Liens for indebtedness arising in the ordinary course of business which is incurred to pay all or a part of the purchase price of any personal or moveable property;

**"Preliminary Base Shelf Prospectus"** has the meaning given to it above;

**"Principal Shareholders"** means Mr. J. R. André Bombardier, and Meses. Janine Bombardier, Claire Bombardier Beaudoin and Huguette Bombardier Fontaine;

**"Prospectus"** has the meaning given to it above;

**"Prospectus Amendment"** means any amendment to the Preliminary Base Shelf Prospectus or to the Prospectus;

**"Prospectus Supplement"** has the meaning given to it above;

**"Qualified Institutional Buyer"** has the meaning given to it under Rule 144A;

**"Regulation S"** means Regulation S adopted by the SEC under the 1933 Act;



"**Remedial Order**" has the meaning given to it in Section 27(r);

"**Rule 144A**" means Rule 144A adopted by the SEC under the 1933 Act;

"**SEC**" means the United States Securities and Exchange Commission;

"**Selected Jurisdictions**" has the meaning given to it above;

"**Selling Group**" has the meaning given to it in Section 6;

"**Shelf Information**" has the meaning given to it above;

"**Shelf Procedures**" has the meaning given to it above;

"**Subscription Receipt Agent**" has the meaning given to it above;

"**Subscription Receipt Agreement**" has the meaning given to it above;

"**Subscription Receipts**" means the subscription receipts having the rights and entitlements set forth in this Agreement and otherwise being as provided in the Subscription Receipt Agreement;

"**Tax Act**" has the meaning given to it above;

"**Termination Date**" has the meaning given to it above;

"**Termination Event**" has the meaning given to it above;

"**TMX Group**" means TMX Group Limited;

"**TSX**" means the Toronto Stock Exchange;

"**Underlying Class B Shares**" has the meaning given to it above;

"**Underwriters**" has the meaning given to it above;

"**Underwriting Agreement**" has the meaning given to it above;

"**Underwriters' Fee**" has the meaning given to it above;

"**United States**" or "**U.S.**" means the United States of America, its territories and possessions, any state of the United States, and the District of Columbia; and

"**United States Securities Laws**" means United States federal and states securities laws.

2. Bombardier represents and warrants to the Underwriters that it has filed and obtained a receipt from the Canadian Securities Regulators pursuant to the Passport System and in accordance with Canadian Securities Laws for the Preliminary Base Shelf Prospectus and the Final Base Shelf Prospectus and that it will file as of the date hereof the

Prospectus Supplement and will fulfill all legal requirements to enable the Offered Receipts to be lawfully distributed in the Selected Jurisdictions through the Underwriters or their respective affiliates or any other investment dealers or brokers registered in such jurisdictions.

3. Bombardier will prepare and deliver an offering memorandum dated the date hereof comprised of the Prospectus and the U.S. placement memorandum thereto (collectively the "**Offering Memorandum**") and will prepare and deliver an Offering Memorandum Amendment dated the date of any Prospectus Amendment, each for use by the Underwriters.
4. The Prospectus Supplement filed as of the date hereof shall be in form and substance satisfactory to the Underwriters, acting reasonably. Bombardier shall also deliver to the Underwriters signed copies of the Prospectus forthwith upon the filing of same in accordance with the provisions of Canadian Securities Laws and shall also deliver to the Underwriters Prospectus Amendments and similar filings as required to be filed under Canadian Securities Laws in connection with the Offering. Such deliveries of the Offering Documents and of any Offering Document Amendment to the Underwriters shall constitute a representation and warranty by Bombardier to the Underwriters that, as at their respective dates, the Offering Documents complied in all material respects with Canadian Securities Laws, and, to the extent applicable, United States Securities Laws, that all information and statements contained therein (except any such information and statements relating solely to the Underwriters and provided in writing by the Underwriters specifically for use in the Offering Documents) were true and correct in all material respects, contained no misrepresentation, and do not omit to state a material fact that was required to be stated or that was necessary to make a statement not misleading in light of the circumstances under which it was made, and that the Prospectus and any Prospectus Amendment, as at their respective dates, contained full, true and plain disclosure of all material facts relating to the Offered Receipts and the Underlying Class B Shares. Such deliveries shall also indicate that Bombardier consented to the use by the Underwriters of the Offering Documents for the offering and distribution of the Offered Receipts in compliance with the provisions of this Underwriting Agreement.
5. Contemporaneously with or prior to the filing of the Prospectus Supplement: (i) Ernst & Young LLP, Bombardier's auditors, shall provide to the Underwriters and their counsel a "long-form comfort letter" reasonably acceptable in form and substance to the Underwriters, with respect to the financial and accounting information relating to Bombardier contained in the Prospectus and any documents incorporated therein by reference, with a review conducted as of a date no earlier than two Business Days prior to the date of the filing of the Prospectus Supplement, which comfort letter shall be in addition to any consent letter required by and addressed to the Canadian Securities Regulators, (ii) the Corporation's counsel shall provide to the Underwriters and their counsel an opinion to the effect that the French language version of the Preliminary Base Shelf Prospectus and the Prospectus (other than the Financial Information) is, in all material respects, a complete and proper translation of the English language version thereof, such opinion to be reasonably acceptable in form and substance to the

Underwriters and their counsel, and (iii) Ernst & Young LLP shall provide to the Underwriters and their counsel an opinion to the effect that the French language version of the Financial Information included or incorporated by reference in the Preliminary Base Shelf Prospectus and the Prospectus is, in all material respects, a complete and proper translation of the English language version thereof, such option to be reasonably acceptable in form and substance to the Underwriters and their counsel, it being understood that the opinions referred in (ii) and (iii) shall also be provided at the time of the filing of any Prospectus Amendment.

6. During the course of the distribution of the Offered Receipts to the public by or through the Underwriters, the Underwriters will offer and sell the Offered Receipts to the public in the Selected Jurisdictions directly and through other investment dealers or brokers (other than the Underwriters) (collectively, the "**Selling Group**"), only in those jurisdictions where the Offered Receipts may be lawfully offered for sale or sold and at the Offering Price (except as expressly permitted under this Underwriting Agreement). The Underwriters will comply with Canadian Securities Laws, and, to the extent applicable, United States Securities Laws and Schedule A attached hereto in connection with the offer to sell, or the distribution of the Offered Receipts. Except in the Selected Jurisdictions, the Underwriters will not, directly or indirectly, solicit offers to purchase or sell the Offered Receipts or deliver any of the Offering Documents so as to require registration of those Offered Receipts under the laws of any jurisdiction (other than the Selected Jurisdictions) or as to require Bombardier to comply with the registration, prospectus or continuous disclosure or other similar requirements under the laws of any jurisdiction (other than the Selected Jurisdictions). Each Underwriter will cause similar undertakings to be contained in any agreements with members of the Selling Group and will use their commercially reasonable efforts to cause each member of the Selling Group to agree to comply with Canadian Securities Laws, and, to the extent applicable, United States Securities Laws and Schedule A attached hereto in connection with the offer to sell or distribution of the Offered Receipts. No Underwriter will be liable to the Corporation under this Section 6 with respect to a default by any of the other Underwriters or by any member of the Selling Group appointed by another Underwriter.
7. The Corporation and the Underwriters hereby acknowledge that the Subscription Receipts have not been and will not be registered under the 1933 Act or any U.S. state securities or "blue sky" laws and may not be offered or sold: (i) in the United States except to Qualified Institutional Buyers in accordance with Rule 144A and the applicable laws of any U.S. state; or (ii) outside the United States except in accordance with Rule 903 of Regulation S and in a manner that will not trigger registration, prospectus or continuous disclosure requirements in such jurisdictions. Accordingly, the Corporation and the Underwriters hereby agree that offers and sales of the Offered Receipts in the United States shall be conducted only in accordance with the terms set out in Schedule A attached hereto, which terms, and the representations, warranties and covenants set out in such Schedule A shall be deemed to be incorporated by reference into this Underwriting Agreement.

8. Prior to the filing of the Preliminary Base Shelf Prospectus, the Prospectus or any Prospectus Amendment, Bombardier shall permit the Underwriters to review and participate in the preparation of the Offering Documents and shall allow each of the Underwriters to conduct any due diligence investigations which any of them reasonably requires in order to fulfill its obligations under Canadian Securities Laws in order to enable it to responsibly execute the certificate in the Preliminary Base Shelf Prospectus, the Prospectus or any Prospectus Amendment. Up to the later of the Closing Date and the date of completion of the distribution of the Offered Receipts, Bombardier shall allow each of the Underwriters to conduct any due diligence investigations that any of them reasonably requires to confirm as at any date that it continues to have reasonable grounds for the belief that the Offering Documents do not contain a misrepresentation as at such date or as at the date of such Offering Documents and in order to fulfill its obligations under Canadian Securities Laws, and, to the extent applicable, United States Securities Laws.
9. During the distribution of the Offered Receipts:
  - a. Bombardier shall prepare, in consultation with the Joint Bookrunners, and approve in writing, prior to such time any marketing materials are provided to potential investors in Offered Receipts, a template version of any marketing materials reasonably requested to be provided by the Underwriters to any such potential investor, such marketing materials to comply with Canadian Securities Laws and to be acceptable in form and substance to Bombardier and the Joint Bookrunners, on behalf of the Underwriters, acting reasonably;
  - b. the Joint Bookrunners shall, on behalf of the Underwriters, as contemplated by Canadian Securities Laws, approve a template version reasonably acceptable to the Joint Bookrunners of any such marketing materials in writing prior to the time such marketing materials are provided to potential investors in Offered Receipts. Prior to the date hereof, the Joint Bookrunners and the Corporation have approved the template version of each of the investor presentation and the term sheet and filed same with the Canadian Securities Regulators in accordance with Canadian Securities Laws on the first date on which it was provided to potential investors;
  - c. Bombardier shall file a template version of the English version of any such marketing materials on SEDAR as soon as reasonably practicable after such marketing materials are so approved in writing by Bombardier and the Joint Bookrunners and, in any event, on or before the day the marketing materials are, to the knowledge of Bombardier, first provided to any potential purchaser of Offered Receipts. Any comparables and any disclosure relating to such comparables shall be removed from the template version in accordance with NI 44-102 prior to filing such template version on SEDAR (provided that if any such comparables are removed, Bombardier shall deliver a complete template version of any such marketing materials to the Canadian Securities Regulators), and Bombardier shall provide a copy of such filed template version to the Underwriters as soon as practicable following such filing. Bombardier shall

comply with Canadian Securities Laws and other applicable laws in connection with the filing of the French language version of any such marketing materials, and a copy thereof shall be delivered to the Underwriters as soon as practicable following such filing; and

- d. following the approvals set forth in Sections 9(a) to 9(b) above, the Underwriters may provide a limited-use version (within the meaning of NI 41-101) of such marketing materials to potential investors in Offered Receipts in accordance with Canadian Securities Laws.
10. Bombardier and the Underwriters jointly (and not solidarily, nor jointly and severally) covenant and agree during the distribution of the Offered Receipts:
    - a. not to provide any potential investor in Offered Receipts with any marketing materials unless a template version of such materials has been filed by Bombardier with the Canadian Securities Regulators on or before the day such marketing materials are first provided to any potential purchaser of Offered Receipts;
    - b. not to provide any potential investor in Offered Receipts with any materials or information in relation to the distribution of the Offered Receipts or Bombardier, other than: (i) such marketing materials that have been approved and filed in accordance with Section 9; (ii) the Offering Documents; and (iii) any standard term sheets approved in writing by Bombardier and the Joint Bookrunners on behalf of the Underwriters; and
    - c. that any marketing materials approved and filed in accordance with Section 9, and any standard term sheets approved in writing by Bombardier and the Joint Bookrunners, shall only be provided to potential investors in those jurisdictions where it is lawful for such party to do so.
  11. The Underwriters jointly (and not solidarily, nor jointly and severally) represent to Bombardier that they have complied with Canadian Securities Laws in connection with the provision of marketing materials to potential purchasers by sending, together with marketing materials provided following the issuance of the receipt for the Preliminary Base Shelf Prospectus but prior to the issuance of the receipt for the Final Base Shelf Prospectus pursuant to the Passport System, a copy of the Preliminary Base Shelf Prospectus and any amendment to the Preliminary Base Shelf Prospectus.
  12. The Underwriters jointly (and not solidarily, nor jointly and severally) covenant and agree to comply with Canadian Securities Laws in connection with the provision of marketing materials to potential purchasers by sending, together with marketing materials provided following the issuance of the receipt for the Final Base Shelf Prospectus pursuant to the Passport System, a copy of the Prospectus and any Prospectus Amendment.
  13. Bombardier shall furnish to the Underwriters without charge such number of copies of the Offering Documents as the Underwriters may reasonably request to enable the

Underwriters and members of any Selling Group which the Underwriters may organize in respect of the distribution to the public of the Offered Receipts to offer them for sale to the public in all the Selected Jurisdictions, with respect to the United States in a manner that will allow an offering and sale to Qualified Institutional Buyers in accordance with applicable United States Securities Laws and without registration thereunder, and in the Other Private Placement Jurisdictions, including commercial copies of the Prospectus to be delivered in Montréal and Toronto no later than 10:00a.m. (Montréal time) on February 23, 2015 and in other Canadian cities as may be reasonably requested by the Underwriters no later than 10:00a.m. (Montréal time) on February 24, 2015;

14. The Offered Receipts will conform in all material respects with the description thereof in the Preliminary Base Shelf Prospectus, the Prospectus and any Prospectus Amendment and in the Subscription Receipt Agreement.
15. The obligation of the Underwriters to purchase the Offered Receipts will be subject to the following conditions, each of which is stipulated for the sole and exclusive benefit of each of the Underwriters:
  - a. there being, prior to Closing, no Termination Event;
  - b. receipt by the Underwriters, at the Closing Time, of the favourable legal opinion, in form satisfactory to the Underwriters and their counsel, of counsel for Bombardier, Norton Rose Fulbright Canada LLP, as to all matters reasonably requested by the Underwriters and their counsel;
  - c. receipt by the Underwriters, at the Closing Time, of the favourable legal opinion, in form satisfactory to the Underwriters and their counsel, of counsel for Bombardier, Norton Rose Fulbright US LLP, to the effect that it is not necessary in connection with the offer and sale of Subscription Receipts or the Underlying Class B Shares in the United States to register the offer or sale of such securities under the 1933 Act;
  - d. receipt by the Underwriters, at the Closing Time, of the favourable legal opinion of counsel for the Underwriters, Stikeman Elliott LLP, with respect to such matters as the Underwriters may request;
  - e. receipt by the Underwriters, at the Closing Time, of the officer certificate contemplated in Section 22 of this Agreement and such other customary corporate documents and officer certificates as may reasonably be requested by the Underwriters and their counsel;
  - f. the TSX shall have conditionally approved the listing and posting for trading on the TSX of the Offered Receipts and the Underlying Class B Shares issuable upon exchange of the Offered Receipts, subject to customary conditions;
  - g. the representations and warranties of Bombardier contained in this Underwriting Agreement will be true and correct in all material respects as at the

Closing Time with the same force and effect as if made as at the Closing Time after giving effect to the transactions contemplated in this Underwriting Agreement (except for representations and warranties made as of a specified date, which are true and correct in all material respects as of that specified date, and except in respect of any representations and warranties that are subject to a materiality qualification in which case they will be true and correct in all respects), and Bombardier will have complied with all of the terms and conditions of this Underwriting Agreement;

- h. receipt by the Underwriters, at the Closing Time, of an executed copy of the Subscription Receipt Agreement in form and substance satisfactory to the Underwriters and their counsel, acting reasonably;
- i. receipt by the Underwriters, at the Closing Time, of a "bring-down" comfort letter from Ernst & Young LLP, Bombardier's auditors, reasonably acceptable in form and substance to the Underwriters, with respect to the financial and accounting information relating to Bombardier contained in the Prospectus, and providing confirmation as of a date no earlier than two Business Days prior to the Closing Time, which comfort letter shall be in addition to any consent letter required by and addressed to Canadian Securities Regulators; and
- j. each of the executive officers and directors of Bombardier which hold Class A Shares or Class B Subordinate Voting Shares or other securities of the Corporation convertible into Class A Shares or Class B Subordinate Voting Shares and the Principal Shareholders shall have entered into agreements on terms and conditions satisfactory to the Joint Bookrunners, substantially in the form of Schedule B hereof, as provided for by Section 29 hereof.

It is understood that counsel for the Underwriters may rely on the opinion of counsel for Bombardier as to matters which relate specifically to Bombardier and any of its subsidiaries; and that the respective counsel of Bombardier and the Underwriters may rely upon the opinion of local counsel as to all matters, including securities law matters, not governed by the laws of the Province of Québec or the laws of Canada applicable therein, and as to matters of fact, on certificates of the auditors of Bombardier, public officials and officers of Bombardier.

- 16. During the period from the date hereof until the completion of the distribution of securities contemplated by this Underwriting Agreement, including the Additional Subscription Receipts, Bombardier shall:
  - a. notify the Underwriters promptly in writing of the full particulars of:
    - (i) the issuance by any securities commission, stock exchange or comparable authority of any order suspending or preventing the use of the Offering Documents, (ii) the suspension of the qualification of the Offered Receipts for offering or sale in any of the Selected Jurisdictions, (iii) the institution, threatening or contemplation of any proceeding for any of those purposes, (iv) any requests made by any securities

commission, stock exchange or comparable authority for amending or supplementing the Offering Documents, or for additional information, and will use its reasonable best efforts to prevent the issuance of any order and, if any such order is issued, to obtain the withdrawal of the order promptly;

- (ii) any material change (whether actual, anticipated, contemplated or proposed by, or threatened) or development involving a prospective material change in the results of operations, financial condition, assets, properties, capital, liabilities (contingent or otherwise), obligations, cash flow, income, affairs or business operations of Bombardier and its subsidiaries taken as a whole, whether or not arising from transactions in the ordinary course of business;
  - (iii) any material fact that has arisen or has been discovered and would have been required to have been stated in the Offering Documents had the fact arisen or been discovered on, or prior to, the date of such document; and
  - (iv) any change in any material fact (which for the purposes of this Underwriting Agreement shall be deemed to include the disclosure of any previously undisclosed material fact) contained in the Offering Documents or whether any event or state of facts has occurred after the date of this Underwriting Agreement, which fact or change is, or may be, in any case, of such a nature as to render any statement in the Offering Documents misleading or untrue or which would result in a misrepresentation in the Offering Documents or which would result in the Offering Documents not complying (to the extent that such compliance is required) with Canadian Securities Laws, or to the extent applicable, United States Securities Laws, as at any time up to and including the later of the Closing Date and the date of completion of the distribution of the Offered Receipts.
- b. comply with all applicable filing or other requirements under Canadian Securities Laws as a result of any fact or change contemplated under subsection (a) above, or, as the case may be, assist the Underwriters to comply therewith, with reasonable promptitude, and in any event within the statutory limitation thereof, any new or correcting filing to be first submitted to and approved by counsel for the Underwriters., acting reasonably.
- c. promptly provide to the Underwriters copies of:
  - (i) any filings of information relating to the Offering made with any regulatory authority or governmental entity (including any stock exchange) in Canada; and
  - (ii) drafts of any press releases and other public documents (other than press releases or other public documents which do not contain material



facts and relate to promotion of Bombardier products, sponsorship of events or similar press releases issued with a view to market the products of Bombardier as opposed to disclosing material facts or other material information) relating to Bombardier or the Offering, for review by and consultation with, the Joint Bookrunners (on behalf of the Underwriters) and their counsel prior to issuance, provided that Bombardier may issue such press releases immediately without prior review to the extent immediate release is required to comply with applicable Canadian Securities Laws or other legislation or the rules and regulations of the TSX and further provided that the consent of the Joint Bookrunners shall not be required for the issuance of any such press releases.

- d. discuss in good faith with the Underwriters any change in circumstances (whether actual, anticipated, contemplated or proposed by, or threatened to the knowledge of Bombardier) which is of such a nature that there is reasonable doubt whether notice is to be given to the Underwriters pursuant to this Section 16 and, in any event, prior to making any filing.
17. Bombardier will use its commercially reasonable efforts to pursue the satisfaction of all conditions to the completion of the Increase to the Authorized Share Capital and to cause the issuance of the Underlying Class B Shares upon exchange of the Offered Receipts.
  18. The Underwriters shall after the Closing Time and, as the case may be, the Option Closing Time, give prompt written notice to Bombardier when, in the opinion of the Underwriters, they have completed distribution of the Offered Receipts, including the total proceeds realized in each of the Selected Jurisdictions and any other jurisdiction and any other information required under applicable Canadian Securities Laws.
  19. Whether or not the transactions herein contemplated shall be completed, all expenses of or incidental to the offering, sale and delivery of the Subscription Receipts or the Underlying Class B Shares and of or incidental to all other matters in connection with the transactions herein set out, whether incurred heretofore or hereafter, shall be borne by the Corporation, including, without limitation: (i) expenses payable in connection with the qualification of the Subscription Receipts and the Underlying Class B Shares for sale to the public in the Selected Jurisdictions; (ii) the fees and expenses of the Corporation's counsel, accountants and other advisors; (iii) all costs incurred in connection with the preparation, translation, printing, filing and delivery of the Offering Documents and any certificates representing or documents constituting the Subscription Receipts or the Underlying Class B Shares; (iv) the fees payable in connection with the listing of the Subscription Receipts and the Underlying Class B Shares on the TSX; (v) the reasonable fees and expenses of or incidental to the marketing and advertising of the Offering; and (vi) the cost and charges of the Subscription Receipt Agent. The Underwriters will be responsible for their "out of pocket" expenses and the fees and expenses of the Underwriters' counsel, provided, however, that if the Offering is terminated, other than by reason of a default of the Underwriters, the Corporation shall

reimburse the Underwriters for any and all expenses reasonably incurred by them, including the reasonable fees and expenses of the Underwriters' counsel.

20. The Closing will be completed at the Closing Time at the offices of Norton Rose Fulbright Canada LLP, 1 Place Ville Marie, Suite 2500, Montréal, Québec. It is understood that at the Closing Time, Bombardier will deliver to the Joint Bookrunners, on behalf of the Underwriters:
  - a. one or more global certificates representing the Subscription Receipts registered in the name of "CDS & Co." or confirmation that the Purchased Receipts have been deposited in a non-certificated entry deposit in the name of CDS or as the Joint Bookrunners may otherwise direct; and
  - b. such further deliverables as may be contemplated herein or as the Joint Bookrunners (on behalf of the Underwriters) or the Canadian Securities Regulators or the TSX may reasonably require;

against payment by NBF, on behalf of the Underwriters, of the aggregate purchase price for the Purchased Receipts to the Subscription Receipt Agent, less 50% of the Underwriters' Fee of \$0.0884 per Purchased Receipt (representing 4% of the Offering Price), with the remaining 50% of such Underwriters' Fee to be paid upon satisfaction of the Escrow Release Conditions and release of the Escrowed Funds to the Corporation.

21. If the Over-Allotment Option is exercised and settlement for the Additional Subscription Receipts occurs after the Closing Time, Bombardier will, on the Option Closing Time, deliver to the Joint Bookrunners, on behalf of the Underwriters:
  - a. one or more global certificates representing the Additional Subscription Receipts registered in the name of "CDS & Co." or confirmation that the Additional Subscription Receipts have been deposited in a non-certificated entry deposit in the name of CDS or as the Joint Bookrunners may otherwise direct; and
  - b. such further deliverables as may be contemplated herein or as the Joint Bookrunners (on behalf of the Underwriters) or the Canadian Securities Regulators or the TSX may reasonably require (including those contemplated in Sections 15(b), (c), (d), (e), (i) and 22;

against payment by NBF, on behalf of the Underwriters, of the aggregate purchase price for the Additional Subscription Receipts to the Subscription Receipt Agent, less 50% of the Underwriters' Fee of \$0.0884 per Additional Subscription Receipt (representing 4% of the Offering Price), with the remaining 50% of such Underwriters' Fee to be paid upon satisfaction of the Escrow Release Conditions and release of the Escrowed Funds to the Corporation.

22. At the Closing Time, Bombardier shall deliver to the Underwriters a certificate signed by the President and Chief Executive Officer of the Corporation and by the Chief Financial Officer of the Corporation or other senior officers of the Corporation acceptable to the Underwriters, in such capacities and without personal liability, to the effect that:

- a. Bombardier has complied in all material respects with the covenants found in the Underwriting Agreement on its part to be complied with at or prior to the Closing Time;
  - b. the representation and warranties made as of the signing of the Underwriting Agreement are true and correct in all material respects as if they were made as of the Closing Time after giving effect to the transactions contemplated by this Underwriting Agreement, except in respect of any representations and warranties that are to be true and correct as of a specified date, in which case they will be true and correct in all material respects as of that date only, and except in respect of any representations and warranties that are subject to a materiality qualification in which case they will be true and correct in all respects;
  - c. the Offering Documents (except any information, statements or omissions relating solely to the Underwriters and made in reliance upon and in conformity with information provided in writing by the Underwriters) contained no misrepresentation and did not omit to state a material fact that is required to be stated or that is necessary to make a statement contained therein not misleading in light of the circumstances under which it was made, and as concerned the Prospectus and any Prospectus Amendment, constituted full, true and plain disclosure of all material facts relating to the Offered Receipts and the Underlying Class B Shares;
  - d. since the date of the Preliminary Base Shelf Prospectus, to the Closing Time, and except as reflected in the Prospectus or any Prospectus Amendment:
    - (i) there has not been any Material Adverse Change;
    - (ii) there have been no transactions entered into by Bombardier out of the ordinary course of business which are material to Bombardier and its subsidiaries taken as a whole; and
    - (iii) to the knowledge of such officers (after due inquiry), no order, ruling or determination having the effect of ceasing the trading or suspending the sale of the Offered Receipts or the Class B Subordinate Voting Shares has been issued by any regulatory authority or governmental entity and no proceedings for that purpose has been instituted or are pending or, to the knowledge of such officers, contemplated or threatened by any regulatory authority or governmental entity;
  - e. no Termination Event has occurred, and such officers are not aware of any facts which would indicate that a Termination Event will occur.
23. Bombardier shall indemnify and save each of the Underwriters and their affiliates, directors, officers, employees and agents (collectively, the "**Indemnified Parties**" and individually an "**Indemnified Party**") harmless from and against all losses (other than loss of profits or other consequential damages in connection with the distribution of the

Offered Receipts), claims, damages, liabilities, costs or expenses (including reasonable fees and expenses of legal counsel), which they may suffer whether under the provisions of any statute or otherwise howsoever, arising directly or indirectly from or as a consequence of:

- a. any information or statement (except any statement relating solely to the Underwriters and provided in writing by the Underwriters specifically for use in the Offering Documents) contained in the Offering Documents or any certificate of Bombardier delivered under the Underwriting Agreement which at the time and in light of the circumstances under which it was made contained or is alleged to contain a misrepresentation;
- b. any omission or alleged omission to state in the Offering Documents or any certificate of Bombardier delivered pursuant to the Underwriting Agreement, any material fact (except omissions relating solely to the Underwriters and made in reliance upon and in conformity with information provided in writing by the Underwriters specifically for use in the Offering Documents), required to be stated in such document or necessary to make the statements in such document not misleading in light of the circumstances under which they were made;
- c. any order made or enquiry, investigation or proceeding commenced or threatened by any court, securities regulatory authority, stock exchange or by any other governmental entity, based upon any misrepresentation or alleged misrepresentation (except a misrepresentation or alleged misrepresentation relating solely to the Underwriters and made in reliance upon and in conformity with information provided in writing by the Underwriters specifically for use in the Offering Documents) in the Offering Documents, preventing or restricting the trading in or the sale or distribution of the Offered Receipts or the Underlying Class B Shares in any of the Selected Jurisdictions and in the United States;
- d. the non-compliance or alleged non-compliance by Bombardier with any Canadian Securities Laws, or, to the extent applicable, United States Securities Laws or the applicable securities laws of the Other Private Placement Jurisdictions; or
- e. any breach by Bombardier of its representations, warranties, covenants and obligations to be complied with under this Underwriting Agreement or in any certificate or other document delivered by Bombardier pursuant hereto.

If any matter or thing contemplated by this paragraph 23 (any such matter or thing being referred to as a "**Claim**") is asserted against any Indemnified Party in respect of which indemnification is or might reasonably be considered to be provided, such Indemnified Party shall notify Bombardier as soon as possible of the nature of such Claim (but failure or delay to so notify Bombardier of any potential Claim shall not relieve Bombardier from any liability which it may have to any Indemnified Party and any failure to so notify Bombardier of any actual Claim shall affect Bombardier's liability only to the extent that it is materially prejudiced by such failure or delay, in which case

such liability may be reduced by the prejudice actually suffered) and Bombardier shall be entitled (but not required) to assume the defence of any suit brought to enforce such Claim; provided, however, that the defence shall be conducted through legal counsel acceptable to the Indemnified Party, acting reasonably, that no settlement of any such Claim may be made by Bombardier or the Indemnified Party without the prior written consent of the other parties hereto and Bombardier shall not be liable for any settlement of any such Claim unless it has or they have consented in writing to such settlement.

The Corporation (for purposes of paragraph, the "**Indemnifying Party**") agrees that no Indemnified Party will have any liability (either direct or indirect, contractual or extra-contractual or otherwise) to the Indemnifying Party or any person asserting Claims on its behalf or in right for or in connection with the Offering, except to the extent that any losses, expenses, claims, actions, damages or liabilities incurred are determined by a court of competent jurisdiction in a final judgment that has become non-appealable to have resulted from fraud, fraudulent misrepresentation or gross negligence of such Indemnified Party. In the event and to the extent that a court of competent jurisdiction in a final judgment that has become non-appealable determines that an Indemnified Party was guilty of fraud, fraudulent misrepresentation or gross negligence in connection with a Claim in respect of which the Indemnifying Party has advanced funds to the Indemnified Party pursuant to this indemnity, such Indemnified Party will reimburse such funds to the Indemnifying Party and thereafter and to such extent this indemnity will not apply to such Indemnified Party in respect of such Claim. For greater certainty, Bombardier and the Underwriters agree that they do not intend that any failure by the Underwriters to conduct such reasonable investigation as necessary to provide the Underwriters with reasonable grounds for believing the offering documents used in connection with the Offering (including the Offering Documents) contained no misrepresentation shall constitute, in and of itself, "fraud", "fraudulent representation" or "gross negligence" for purposes of this indemnity or otherwise disentitle the Underwriters from indemnification hereunder.

The rights of indemnity contained in this Section 23 will not inure to the benefit of the Indemnified Parties if the person asserting any claim contemplated by this Section 23 was not provided by the Indemnified Parties with a copy of any Offering Document which corrects any untrue statement or information, misrepresentation or omission which is the basis of the Claim and which is required under applicable securities laws to be delivered to that person by the Underwriters or Selling Group.

With respect to any Indemnified Party who is not a party to the Underwriting Agreement, the Underwriters shall obtain and hold the rights and benefits of this paragraph 23 in trust for and on behalf of such Indemnified Party.

In any Claim, the Indemnified Party shall have the right to retain other counsel to act on his, her or its behalf, provided that the reasonable fees and disbursements of such counsel shall be paid by the Indemnified Party unless (i) Bombardier and the Indemnified Party shall have mutually agreed to the retention of the other counsel; (ii) the named parties to any such Claim (including any added third or impleaded party) include both the Indemnified Party on the one hand and Bombardier on the other hand,

and in the opinion of the Indemnified Party on the written advice of counsel, a copy of which shall be provided to Bombardier, the representation of both parties by the same counsel would be inappropriate due to the actual or potential differing interests between them; or (iii) Bombardier shall not have assumed the defence of any suit brought to enforce such Claim within a reasonable period of time following notice or otherwise becoming aware of such suit, provided, however, that no settlement of any such Claim or admission of liability may be made by the Indemnified Party without the prior written consent of Bombardier (in each of which cases Bombardier shall not have the right to assume the defence of such suit on behalf of the Indemnified Party but shall be liable to pay the reasonable fees and expenses of counsel for the Indemnified Party); provided that Bombardier shall in no event be responsible for the fees and expenses of more than one separate counsel for all of the Indemnified Parties in each relevant jurisdiction.

24. If the indemnification provided for in paragraph 23 is, for any reason, not solely attributable to any one or more of the Indemnified Parties, is unavailable or insufficient to hold harmless an Indemnified Party, then Bombardier shall contribute to the amount paid or payable by such Indemnified Party as a result of a Claim (i) in such proportion as is appropriate to reflect the relative benefits received by Bombardier on the one hand and the Underwriters on the other from the Offering, or (ii) if the allocation provided by clause (i) above is not permitted by applicable law, in such proportion as is appropriate to reflect not only the relative benefits referred to in clause (i) above but also the relative fault of Bombardier on the one hand and the Underwriters on the other in connection with the statements or omissions which resulted in such Claim as well as any other equitable considerations; provided, however, that (x) in no case shall the Underwriters contribute, in the aggregate, an amount in excess of the Underwriters' Fee applicable to the Offered Receipts, as set forth in this Underwriting Agreement and (y) no person who has been determined by a court of competent jurisdiction in a final non-appealable judgment to have engaged in fraud, fraudulent misrepresentation or gross negligence shall be entitled to contribution from any person who has not been so determined to have engaged in such fraud, fraudulent misrepresentation or gross negligence. For greater certainty, Bombardier and the Underwriters agree that they do not intend that any failure by the Underwriters to conduct such reasonable investigation as necessary to provide the Underwriters with reasonable grounds for believing the offering documents used in connection with the Offering (including the Offering Documents) contained no misrepresentation shall constitute "fraud", "fraudulent representation" or "gross negligence" for purposes of this indemnity or otherwise disentitle the Underwriters from indemnification hereunder. The relative benefits received by Bombardier on the one hand and the Underwriters on the other shall be deemed in the same proportion as the total net proceeds from the Offering (before deducting expenses) received by Bombardier bear to the total fee received by the Underwriters, in each case as set forth on the cover page of the Prospectus. The relative fault shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by Bombardier or to information relating to the Underwriters supplied by the Underwriters in writing, and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such untrue statement or omission.

The Underwriters' obligations in this paragraph 24 to contribute are joint in proportion to their respective purchase obligations and not solidary, nor joint and several. The right to contribution provided in this paragraph 24 shall be in addition to and not in derogation of any other right to contribution which an Indemnified Party may have by statute or otherwise at law.

In the event that Bombardier may be held to be entitled to contribution from the Indemnified Parties under the provisions of any statute or at law, Bombardier shall be limited to contribution in an amount not exceeding the lesser of:

- (i) the portion of the full amount of the loss or liability giving rise to such contribution for which the Indemnified Parties are responsible, as determined in Section 23; and
- (i) the amount of the Underwriting Fee actually received by the Underwriters from the Corporation under this Underwriting Agreement;

and an Indemnified Party shall in no event be liable to contribute any amount in excess of such Indemnified Party's portion of the Underwriting Fee actually received from the Corporation under this Underwriting Agreement.

For greater certainty, the Corporation will not have any obligation to contribute pursuant to this Section 24 in respect of any Claim except to the extent the indemnity given by it in Section 23 of this Underwriting Agreement would have been applicable to that Claim in accordance with its terms, had that indemnity been found to be enforceable and available to the Indemnified Parties.

25. If all the terms and conditions stipulated in the Underwriting Agreement have not been complied with in all material respects by the Corporation by the Closing Time, so far as they relate to acts to be performed or caused to be performed by it, or if any of the representations and warranties of Bombardier in this Underwriting Agreement are not true and accurate in all material respects as at the date hereof or as at the Closing Time, as applicable, after giving effect to the transactions contemplated in this Underwriting Agreement (except for representations and warranties made as of a specified date, which must be true and correct in all material respects as of that specified date, and except in respect of any representations and warranties that are subject to a materiality qualification in which case they must true and correct in all respects) the Joint Bookrunners may, on behalf of the Underwriters, by written notice to Bombardier, prior to the Closing Time, to terminate and cancel their obligations pursuant to the Underwriting Agreement, and in such event there shall be no further liability on the part of either Bombardier or the Underwriters except in respect of any liability which may have arisen under paragraph 19, paragraph 23 or paragraph 24. The Joint Bookrunners, on behalf of the Underwriters, may waive, in whole or in part, or extend the time for compliance with, any terms and conditions without prejudice to their rights in respect of any other terms and conditions or any other or subsequent breach or non-compliance.

26. Each of the Underwriters shall be entitled, at its option, to terminate and cancel its obligations pursuant to the Underwriting Agreement at any time up to the Closing Time, without further liability on the part of such Underwriter or on the part of the Corporation to the terminating Underwriter(s), except in respect of any liability which may have arisen prior to or arise after such termination under Sections 19, 23 and 24, if prior to the Closing Time:
- a. any enquiry, action, suit, investigation or other proceeding is instituted or announced or any order is issued under or pursuant to any relevant statute or policy or made by any federal, provincial, state or other governmental authority, commission, board, bureau, agency or instrumentality (including without limitation the TSX or any securities regulatory authority) in relation to the Corporation or any of its Material Subsidiaries, or there is any change in law, regulation or policy, or the interpretation or administration thereof, or there is a general moratorium on banking activities in Canada or the United States declared by relevant authorities, or a material disruption in commercial banking or securities settlement or clearance services, which, in any such cases, in the opinion of any of the Underwriters, acting reasonably, operates to prevent or materially impact, suspend, restrict, inhibit or otherwise materially adversely affect the distribution or trading of the Offered Receipts or the Class B Subordinate Voting Shares;
  - b. there should develop, occur or come into effect or existence any event, action, state, condition or major financial occurrence of national or international consequence or any outbreak or escalation of national or international hostilities or any crisis or calamity, or any change in national or international political, financial or economic conditions, or any governmental action, law, regulation, inquiry or other similar occurrence which, in the opinion of any of the Underwriters, acting reasonably, materially adversely affects or could reasonably be expected to materially adversely affect the financial markets in Canada or in the United States or the business, operations or affairs of the Corporation and its subsidiaries taken as a whole;
  - c. there should occur, be discovered by the Underwriters or be announced by the Corporation, any material change or a change in any material fact, or a new material fact, in the results of operations, financial condition, assets, properties, capital, liabilities (contingent or otherwise), obligations, cash flow, income, affairs or business operations of the Corporation and its subsidiaries taken as a whole which, in the opinion of any of the Underwriters, acting reasonably, has or could be reasonably expected to have a significant adverse effect on the market price or value of the Offered Receipts or the Class B Subordinate Voting Shares or could reasonably be expected to result in the purchasers of a material number of Purchased Receipts exercising their rights under Canadian Securities Laws to withdraw from or rescind their purchase thereof or sue for damages in respect thereof; or
  - d. a Termination Event has occurred.



The rights of termination contained in Section 26 may be exercised by any of the Underwriters with respect to the obligation of such Underwriter, and are in addition to any other rights or remedies that each of the Underwriters may have in respect of any default, act or failure to act or non-compliance by Bombardier in respect of any of the matters contemplated by this Underwriting Agreement or otherwise. A notice of termination given by an Underwriter shall not apply to or be binding upon any other Underwriter. The Underwriters will then give prompt written notice to Bombardier accordingly.

27. Bombardier hereby represents, warrants, covenants and agrees to and with the Underwriters that:
- a. Bombardier has been duly incorporated and is validly existing as a corporation in good standing under the laws of Canada with full power and authority to own, lease and operate its properties and assets and conduct its business as described in the Offering Documents, is duly qualified to transact business and is in good standing in each jurisdiction in which its ownership, leasing or operation of its properties or assets or the conduct of its business requires such qualification, except where the failure to be so qualified would not reasonably be expected to, in the aggregate, have a Material Adverse Effect, and has full power and authority to execute and perform its obligations under this Underwriting Agreement and the Subscription Receipt Agreement.
  - b. Each Material Subsidiary of Bombardier (i) is duly incorporated or duly organized and validly existing and in good standing (to the extent that such concept or a similar concept is recognized) under the laws of its jurisdiction of incorporation or organization and is duly qualified to transact business and is in good standing (to the extent that such concept or a similar concept is recognized) in each jurisdiction in which its ownership, leasing or operation of its properties or assets or the conduct of its business requires such qualification, except where the failure to be so incorporated, or organized or qualified or be in good standing would not reasonably be expected to, in the aggregate, have a Material Adverse Effect, and (ii) has full power and authority to own, lease and operate its properties and assets and conduct its business as described in the Offering Documents; all of the issued and outstanding shares of capital stock of each of Bombardier's Material Subsidiaries have been duly authorized and are fully paid and non-assessable and, except for directors' qualifying shares and as otherwise set forth in the Offering Documents, are owned beneficially by Bombardier free and clear of any Liens, except for instances of non-compliance with this clause (ii) which would not reasonably be expected to, in the aggregate, have a Material Adverse Effect.
  - c. other than the Material Subsidiaries, Bombardier does not have any subsidiary whose total assets represent more than 10% of Bombardier's consolidated assets or whose sales and operating revenues represent more than 10% of Bombardier's consolidated sales and operating revenues as at the date hereof, or, when taken as a group, whose total assets represent more than 20% of Bombardier's

consolidated assets or whose total sales and operating revenues represent more than 20% of Bombardier's consolidated sales and operating revenues as at the date hereof;

- d. The execution and delivery of each of this Underwriting Agreement and the Subscription Receipt Agreement have been duly authorized by all necessary corporate action of Bombardier and this Underwriting Agreement has been duly executed and delivered by Bombardier and, upon execution and delivery of the Subscription Receipt Agreement at Closing, both the Underwriting Agreement and the Subscription Receipt Agreement when duly executed and delivered by the other parties hereto, will be legal, valid and binding agreements of Bombardier, enforceable against Bombardier in accordance with their terms (subject to applicable bankruptcy, reorganization, insolvency, moratorium or other laws relating to or affecting creditors' rights generally from time to time in effect and to the application of equitable principles and the availability of equitable remedies) and except that the indemnification provisions may be limited by applicable law or public policy;
- e. Bombardier has the necessary power and authority to execute the Preliminary Base Shelf Prospectus, the Prospectus and any Prospectus Amendment and deliver the Offering Documents and all requisite action has been taken by Bombardier to authorize the execution of the Preliminary Base Shelf Prospectus, the Prospectus and any Prospectus Amendment and the delivery by it of the Offering Documents;
- f. Except for required shareholder approval for the Increase to the Authorized Share Capital, the execution, delivery and performance by Bombardier of this Underwriting Agreement and the Subscription Receipt Agreement, the issuance and sale of the Offered Receipts and the issuance of Underlying Class B Shares upon the exchange thereof in accordance with their terms and the completion of the transactions contemplated hereby and described in the Offering Documents:
  - (i) do not (or would not with the giving of notice, the lapse of time or the happening of any other event or condition) require the consent, approval, authorization, filing, registration or qualification of or with, or notice to, and governmental entity, stock exchange, Canadian Securities Regulators or other securities regulatory authority except: (A) those which have been obtained or will, be obtained prior to the Closing Time, or (B) those as may be required (and will be obtained prior to the Closing Time) under Canadian Securities Laws;
  - (ii) do not (or will not with the giving of notice, the lapse of time or the happening of any other event or condition) result in a breach or a violation of, or conflict with or result in a default under, allow any other person to exercise any rights (including a right of termination or right of first refusal) under, or require any consent in respect of: (A) any of the terms or provisions of the constating documents or the by-laws of, or resolutions of the securityholders, partners or directors (or any

committee thereof), as the case may be, of Bombardier or any of its Material Subsidiaries; (B) any agreement, license or permit to which Bombardier or any of its Material Subsidiaries is a party other than with respect to any breach, violation, conflict, default or right that would not result in a Material Adverse Effect; or (C) any judgment, decree, order, writ, injunction or award of any governmental entity or arbitrator having or purporting to have, jurisdiction over Bombardier or any of its Material Subsidiaries;

- (iii) will not result in the violation of any applicable law except for such breach which would not result in a Material Adverse Effect;
  - (iv) will not give rise to any Lien of any kind whatsoever, other than Permitted Liens, on or with respect to the properties or assets now owned or acquired at or prior to the Closing Time by Bombardier or any of its Material Subsidiaries or to the acceleration or the maturity of any debt under any material indenture, mortgage, lease, agreement or instrument binding or affecting Bombardier or any of its Material Subsidiaries or their properties, in any case, except as would not reasonably be expected to result in a Material Adverse Effect.
- g. Bombardier has the power and authority to issue, sell and deliver the Offered Receipts in accordance with the provision of this Underwriting Agreement and, at the Closing Time or any Option Closing Time, as applicable, the Offered Receipts will be when issued, delivered and paid for in full, validly issued as fully paid.
- h. Subject to required shareholder approval for the Increase to the Authorized Share Capital, Bombardier has the power and authority to issue the Underlying Class B Shares issuable upon exchange of the Offered Receipts and upon the issuance thereof in accordance with the Subscription Receipt Agreement, such Underlying Class B Shares will be dully allotted and when issued, delivered and paid for in full, be validly issued as fully paid.
- i. The attributes and characteristics of the Offered Receipts and the Underlying Class B Shares issuable upon exchange of the Offered Receipts conform in all material respects to the attributes and characteristics thereof contained in the Offering Documents;
- j. None of Bombardier, its Material Subsidiaries nor, to the knowledge of Bombardier, any other party is in default in the observance or performance of any term or obligation to be performed by it under any agreement or instrument which is material to Bombardier and its subsidiaries on a consolidated basis, and no event has occurred or, to the knowledge of Bombardier, has been threatened which, with notice or lapse of time or both, would constitute such a default, in any case which default or event would have a Material Adverse Effect;

- k. The authorized share capital of Bombardier consists of (i) an unlimited number of preferred shares without nominal or par value issuable in series (the "**Preferred Shares**"), of which 12,000,000 have been designated as the Series 2 Preferred Shares, 12,000,000 have been designated as the Series 3 Preferred Shares and 9,400,000 have been designated as the Series 4 Preferred Shares, (ii) 1,892,000,000 Class A shares, and (iii) 1,892,000,000 Class B subordinate shares. As at the close of business on February 19, 2015, Bombardier had 9,692,521 Series 2 Preferred Shares, 2,307,479 Series 3 Preferred Shares, 9,400,000 Series 4 Preferred Shares, 314,273,255 Class A Shares and 1,444,132,126 Class B Subordinate Voting Shares issued and outstanding. Following the Increase to the Authorized Share Capital, the authorized share capital of Bombardier will consist of (i) an unlimited number of Preferred Shares, of which 12,000,000 have been designated as the Series 2 Preferred Shares, 12,000,000 have been designated as the Series 3 Preferred Shares and 9,400,000 have been designated as the Series 4 Preferred Shares, (ii) 2,742,000,000 Class A Shares, and (iii) 2,742,000,000 Class B Subordinate Voting Shares.
- l. The issued and outstanding securities of Bombardier's Material Subsidiaries are validly issued and outstanding as fully paid. As of the date hereof, and as of the Closing Time, other than as disclosed in the Offering Documents, Bombardier will be, directly and indirectly, the registered and beneficial holder of all of the issued and outstanding securities of its Material Subsidiaries.
- m. Except as contemplated by this Underwriting Agreement and the Offering Documents and the shares issuable pursuant to the terms of Bombardier's existing equity compensation plans, there are no agreements, options, warrants, rights of conversion or other rights pursuant to which Bombardier or any of its Material Subsidiaries is, or may become, obligated to issue or transfer any securities (including debt securities) or securities convertible or exchangeable, directly or indirectly, into any of their respective securities.
- n. Other than as set out in the Offering Documents, there is currently no, and will not at the Closing Time be, any agreement in force or effect which, in any manner, affects or will affect the voting or control of any of the securities of Bombardier or any of its Material Subsidiaries.
- o. The minute books of Bombardier made available to the Underwriters contain, in all material respects, complete and accurate adopted minutes of all meetings of the directors held between January 1, 2013 and February 3, 2015 and of the committees of directors and shareholders of Bombardier held between January 1, 2013 and December 31, 2014, and signed copies of all resolutions and by-laws duly passed or confirmed, other than at a meeting, by the directors of Bombardier since January 1, 2013.
- p. Subject to required shareholder approval for the Increase to the Authorized Share Capital, as at the Closing Time, (i) all necessary consents, approvals, authorizations, registrations or qualifications will have been obtained, and (ii) all required actions will have been taken and completed, by Bombardier in

connection with the Offering and the completion of the transactions contemplated hereby.

- q. Except as otherwise disclosed in the Offering Documents, Bombardier and its subsidiaries are in compliance with all applicable Laws (including environmental Laws and those relating in whole or in part to health and safety), except where such non-compliance would not reasonably be expected to have a Material Adverse Effect. To the knowledge of Bombardier, there is no legislation, regulation, by-law or other lawful requirement currently in force or proposed to be brought into force by any governmental entity with which Bombardier or any of its subsidiaries will be unable to comply and where such non-compliance would reasonably be expected to have a Material Adverse Effect.
- r. To the knowledge of Bombardier, neither Bombardier or any of its subsidiaries is the subject of notice or order with respect to a breach or alleged breach of environmental Laws (a "**Remedial Order**") which has had or could reasonably be expected to result in a Material Adverse Effect, nor does Bombardier have any knowledge of any circumstances that could result in the issuance of any such Remedial Order, proceeding or action in respect of any environmental Laws and that would reasonably be expected to result in a Material Adverse Effect.
- s. There is not currently and, during the last three fiscal years, has not been any reportable event (within the meaning of National Instrument 51-102 – *Continuous Disclosure Obligations*) with the auditors of Bombardier. Ernst & Young LLP are independent public accountants as required by Canadian Securities Laws or within the meaning of the *Ordre des comptables professionnels agréés du Québec* and are a "participating audit firm" (within the meaning of National Instrument 52-108 – Auditor Oversight).
- t. The Financial Statements were prepared in accordance with International Financial Reporting Standards as issued by the International Accounting Standards Board, consistently applied throughout the periods involved (except as otherwise noted therein), and they present fairly, in all material respects, the financial condition of Bombardier and its consolidated subsidiaries as at the dates at which they were prepared and the results of operations of Bombardier and its consolidated subsidiaries in respect of the periods for which they were prepared.
- u. Except as disclosed in the Offering Documents, no legal or governmental proceedings are pending, or to the knowledge of Bombardier, threatened, to which Bombardier or any of its subsidiaries is a party or to which the property of Bombardier or any of its subsidiaries is subject except for such proceedings that would not reasonably be expected to have, singly or in the aggregate, a Material Adverse Effect.
- v. Subsequent to the date as of which information is given in the Offering Documents, neither Bombardier nor any of its subsidiaries has sustained any

Material Adverse Change, other than as described in or contemplated by the Offering Documents.

- w. The issued and outstanding Class B Subordinate Voting Shares are listed and posted for trading on the TSX, the Offered Receipts will be listed and posted for trading on the TSX and the Underlying Class B Shares issuable upon the exchange of the Offered Receipts in accordance with their terms will be listed and posted for trading on the TSX, upon Bombardier complying with the usual listing conditions contained in a customary conditional listing approval of the TSX.
- x. Bombardier is a reporting issuer or the equivalent in the Selected Jurisdictions and is not on a list of defaulting issuers maintained by any of the Canadian Securities Regulators pursuant to Canadian Securities Laws; in particular, Bombardier is in compliance, in all material respects, with all of its applicable continuous disclosure obligations under Canadian Securities Laws. No securities commission, stock exchange or comparable authority has issued any order preventing or suspending: (i) trading in any securities of Bombardier; or (ii) the use or effectiveness of the Offering Documents or preventing the distribution of the Offered Receipts in any Selected Jurisdictions or in the United States nor instituted proceedings for either purpose and, to the knowledge of Bombardier no such proceedings are pending or contemplated.
- y. All documents incorporated by reference in the Offering Documents did, as of the applicable filing date, conform in all material respects to the requirements of Canadian Securities Laws. Such documents, at the time of filing thereof: (i) did not contain any misrepresentations; and (ii) did not, and do not as of the date hereof, omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading in light of the circumstances in which they were made. There are no reports or information that in accordance with the requirements of the Canadian Securities Regulators must be made publicly available or filed in connection with the Offering that have not been made publicly available as required.
- z. Bombardier is qualified under NI 44-101 and NI 44-102 to use the Shelf Procedures in connection with the Offering.
- aa. With such exceptions as would not reasonably be expected to have, singly or in the aggregate, a Material Adverse Effect:
  - (i) each of Bombardier and its Material Subsidiaries has (a) correctly prepared and duly and on a timely basis filed all tax returns required to be filed by it, (b) paid all taxes due and payable by it, (c) paid all assessments and reassessments and all other taxes, governmental charges, penalties, interest and other fines due and payable by it and which are claimed by any governmental authority to be due and owing and adequate provision has been made for taxes payable for any completed fiscal period for which tax returns are not yet required to be

filed, (d) duly and timely withheld and remitted or caused to be withheld and remitted, all taxes required to be withheld and remitted by it, and (e) duly and timely collected and remitted or caused to be collected and remitted, to the appropriate governmental authority such taxes required by law to be collected and remitted by it;

- (ii) except for customary extensions for U.S. federal tax returns, there are no agreements, waivers or other arrangements providing for an extension of time with respect to the filing of any tax return or payment of any tax, governmental charge or deficiency by Bombardier or any of its Material Subsidiaries;
  - (i) to the knowledge of Bombardier, other than in the ordinary course of business, there are no actions, suits, proceedings, investigations or claims threatened or pending against Bombardier or any of its Material Subsidiaries in respect of taxes, governmental charges or assessments; and
  - (ii) there are no matters under discussion with any governmental authority relating to taxes, governmental charges or assessments asserted by any such authority, other than income tax audit in the ordinary course of business.
- bb. Each of Bombardier and its Material Subsidiaries maintains insurance with respect to their properties and businesses of the types and in the amounts that they deemed adequate for their business as such business is currently being conducted. Except as would not reasonably be expected to have a Material Adverse Effect, all such policies of insurance are in full force and effect and no default exists under such policies of insurance as to the payment of premiums or otherwise, under the terms of any such policy.
- cc. Each of Bombardier and its Material Subsidiaries owns or possesses enforceable rights to use all intellectual property used or proposed to be used in the conduct of its business, except where the failure to possess such right would not reasonably be expected to have a Material Adverse Effect. Bombardier, either directly or through its subsidiaries, is the sole owner of all intellectual property owned by Bombardier and its Material Subsidiaries, and no other person holds, whether directly or indirectly, any right whatsoever in any such intellectual property, except as disclosed in the Offering Documents or where the failure to possess such right would not reasonably be expected to have a Material Adverse Effect. The intellectual property which has been registered or for which applications for registrations have been filed, by or on behalf of either Bombardier or one of its Material Subsidiaries, in any jurisdiction, has been duly applied for or registered and maintained in all appropriate offices to preserve the rights of Bombardier and of its Material Subsidiaries thereto, except where failure to make such an application or registration would not reasonably be expected to have a Material Adverse Effect. All computer hardware, software, programs, databases, telecommunications equipment and facilities and other

information technology systems owned, used or held by Bombardier and its Material Subsidiaries: (i) is duly owned or licensed, as the case may be; or (ii) is used as per the terms of applicable licenses and free from known material defects, viruses or deficiencies, except in each case as would not reasonably be expected to have a Material Adverse Effect.

- dd. Other than as disclosed in the Financial Information or specifically disclosed in the Offering Documents, there are no off-balance sheet transactions, arrangements, obligations (including contingent obligations) or other relationships of Bombardier or any of its subsidiaries with unconsolidated entities or other persons that would reasonably be expected to have a Material Adverse Effect. No director or officer or any other person not dealing at arm's length with Bombardier or a subsidiary is engaged in any material transaction or arrangement with or party to a material contract with, or has any material indebtedness, liability or obligation to Bombardier or a Material Subsidiary except as disclosed in the Offering Documents;
- ee. None of Bombardier or any of its subsidiaries has taken any action that would cause any of them to become liable for any claim or demand for a brokerage commission, finder's fee or other similar payment in connection with the creation, issuance and sale of the Offered Receipts, other than the Underwriters' Fee payable under this Underwriting Agreement;
- ff. Bombardier (i) has not made any acquisition that is a "significant acquisition" within the meaning of Canadian Securities Laws in its current financial year or prior financial years in respect of which historical and/or pro forma financial statements would be required to be included or incorporated by reference into the Offering Documents, and (ii) does not currently propose to make an acquisition that has progressed to a state where a reasonable person would believe that the likelihood of the acquisition being completed is high, and that would be a "significant acquisition" within the meaning of Canadian Securities Laws, if completed as of the date of the Offering Documents.
- gg. to the knowledge of Bombardier, neither Bombardier nor any of its subsidiaries has, directly or indirectly, (a) made or authorized any contribution, payment or gift of funds or property of Bombardier or its subsidiaries or other unlawful expense relating to political activity to any official, employee or agent of any governmental agency, authority or instrumentality of any jurisdiction or (b) made any direct or indirect contribution from corporate funds to any candidate for public office, in either case, where either the payment or the purpose of such contribution, payment or gift was, is, or would be prohibited under the *Canada Corruption of Foreign Public Officials Act* (Canada), the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada) or the United States Foreign Corrupt Practices Act of 1977, as amended, or Title 18 United States Code Section 1956 and 1957 (U.S.) or the rules and regulations promulgated thereunder or under any other legislation of any relevant jurisdiction covering a similar subject matter applicable to Bombardier or its



subsidiaries and their respective operations, and Bombardier and its Material Subsidiaries have instituted and maintain policies and procedures designed to ensure continued compliance with such legislation. The operations of Bombardier and its subsidiaries have been conducted at all times in compliance with such legislation and, except as disclosed in the Offering Documents, no suit, action or proceeding by or before any governmental authority or any arbitrator involving Bombardier or any Material Subsidiary with respect to such legislation is in progress, or to the knowledge of Bombardier, pending or threatened;

- hh. Bombardier has designed disclosure controls and procedures and internal controls over financial reporting sufficient to allow its Chief Executive Officer and Chief Financial Officer of Bombardier to make such certifications as are required under National Instrument 52-109 - *Certification of Disclosure in Issuers' Annual and Interim Filings*;
  - ii. Bombardier will use the net proceeds from the Offering in the manner specified in the Offering Documents under the heading "Use of Proceeds"; and
  - jj. Other than in connection with the Increase to Authorized Share Capital, Bombardier is not required by applicable law or TSX requirements or its constating documents to obtain the approval of its shareholders in order to complete the Offering.
28. By the Corporation's acceptance hereof, the Corporation agrees that the Underwriters' obligations to purchase the Offered Receipts shall be joint (and not solidary, nor joint and several) in that:
- a. each of the Underwriters shall be obligated to purchase only the percentage of the total number of the Purchased Receipts and, if applicable, Over-Allotments Receipts, set opposite its name hereinafter in this paragraph; and
  - b. subject to the last paragraph of this Section 28, if one or more of the Underwriters shall fail to purchase its applicable percentage of the total number of Offered Receipts and such failure shall constitute a default in its obligations under this Underwriting Agreement, the remaining Underwriters shall be obligated jointly (and not solidarily, nor jointly and severally) to purchase such Offered Receipts which the defaulting Underwriters have failed to purchase, in the proportion that the percentage set forth opposite the name of the remaining Underwriters bears to the aggregate of such percentage (or in such other proportion as the Underwriters may agree upon among themselves):

provided, however, that in the event the percentage of the total number of Offered Receipts, which one or more of us has failed to purchase exceed 12.5 %of the total number of Offered Receipts which we have agreed to purchase, the remaining Underwriters shall have the right to purchase all, but shall not be under any obligation to purchase any Offered Receipts and if such remaining Underwriters do not purchase all Offered Receipts, this Underwriting Agreement will terminate without liability to

any remaining Underwriter or Bombardier except in respect of any liability which may have arisen or may arise under Sections 19, 23 and 24.

Nothing in this Section 28 shall relieve from responsibility to Bombardier hereunder any one of us the Underwriters who shall default in its obligation to purchase its applicable percentage of the total number of Offered Receipts hereunder.

The applicable percentage of the total number of Purchased Receipts and, if applicable further to the exercise of the Over-Allotment Option, Over-Allotments Receipts which each of us shall jointly (and not solidarily, nor jointly and severally) be obligated to purchase hereunder is as follows:

National Bank Financial Inc.	20.0%
UBS Securities Canada Inc.	20.0%
CIBC World Markets Inc.	15.0%
Citigroup Global Markets Canada Inc.	15.0%
Scotia Capital Inc.	10.0%
Merrill Lynch Canada Inc.	7.5%
Credit Suisse Securities (Canada), Inc.	7.5%
Desjardins Securities Inc.	5.0%

In the event that one or more but not all of the Underwriters shall exercise their right of termination under Section 25 or 26, the remaining Underwriters shall have the right, but shall not be obligated, to purchase all of the percentage of the Offered Receipts that would otherwise have been purchased by such Underwriters which have so exercised their right of termination on a pro rata basis among the Underwriters which have not exercised their right of termination, in proportion to the percentage of Offered Receipts that they have agreed to purchase as set out in this Section 28 or in any other proportion agreed upon in writing by such Underwriters.

29. Bombardier agrees that it will not issue nor announce the issuance of any of its Subscription Receipts, Class B Subordinate Voting Shares or other securities convertible or exchangeable into Class B Subordinate Voting Shares for a period of 90 days following the Closing Date without the prior written consent of the Joint Bookrunners, on behalf of the Underwriters, which consent will not be unreasonably withheld or delayed. This condition shall not apply to the issuance of Class B Subordinate Voting Shares or other securities pursuant to this Underwriting Agreement or existing option plans or option agreements or other securities based compensation arrangements, or to satisfy existing instruments issued prior to the date hereof, all as disclosed to the Joint Bookrunners at or prior to such time as the Underwriting Agreement is executed. In

addition, Bombardier shall cause each of its executive officers and directors that holds Class A Shares or Class B Subordinate Voting Shares or other securities of Bombardier convertible into Class A Shares or Class B Subordinate Voting Shares and the Principal Shareholders to enter into agreements on terms and conditions satisfactory to the Joint Bookrunners, substantially in the form of Schedule B hereof, in which they will irrevocably covenant and agree that they will (i) not, for a period of 90 days following the Closing Date, directly or indirectly, sell, lend, swap or enter into any other agreement to transfer the economic consequences, or otherwise dispose, of Class A Shares or Class B Subordinate Voting Shares or other securities of Bombardier convertible into Class A Shares or Class B Subordinate Voting Shares held by them, directly or indirectly, or publicly announce any intention to do so without the prior written consent of the Joint Bookrunners, on behalf of the Underwriters, which consent not to be unreasonably withheld or delayed; and (ii) vote the Class A Shares and Class B Subordinate Voting Shares under their control or direction, directly or indirectly, in favour of the Increase to the Authorized Share Capital of the Corporation at the special shareholder meeting to be held by the Corporation on March 27, 2015 or any adjournment or postponement thereof. Notwithstanding the foregoing, if a Termination Event occurs before the expiry of the 90-day period contemplated herein, this provision and the lock-up agreements will automatically terminate.

30. In connection with the distribution of the Offered Receipts, the Underwriters may over-allot or effect transactions which stabilize or maintain the market price of the Class B Subordinate Voting Shares of Bombardier at levels other than those which might otherwise prevail in the open market, in compliance with Canadian Securities Laws and the rules and regulations of applicable stock exchanges. Those stabilizing transactions, if any, may be discontinued at any time.
31. Any notice to be given under any provision of the Underwriting Agreement may be given in writing and addressed and sent as follows, or to such other address as any of the parties may designate by giving notice to the others:

If to Bombardier, addressed and sent to:

Bombardier Inc.  
800 René-Lévesque Boulevard West  
29th Floor  
Montréal, Québec  
H3B 1Y8

Attention: Senior Vice President, General Counsel and Corporate Secretary  
Fax: (514) 861-2746

If to Bombardier, with a copy (which shall not constitute notice to Bombardier) to Norton Rose Fulbright Canada LLP, addressed and sent to:

Norton Rose Fulbright Canada LLP  
1 Place Ville Marie  
Suite 250

Montréal, QC H3B 1R1

Attention: Paul Raymond and Solomon Sananes  
Fax: (514) 286-5474

If to National Bank Financial Inc., addressed and sent to:

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

Attention: Louis Gendron  
Fax: (514) 390-7810

If to UBS Securities Canada Inc., addressed and sent to:

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

Attention: Alain Auclair  
Fax: (514) 842-4501

If to CIBC World Markets Inc., addressed and sent to:

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

Attention: Alexandre Prunier  
Fax: (416) 594-7225

If to Citigroup Global Markets Canada Inc., addressed and sent to:

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

Attention: Grant Kernaghan  
Fax: 1-877-286-7139

If to Scotia Capital Inc., addressed and sent to:

Scotia Capital Inc.  
1002 Sherbrooke Street West  
9th Floor  
Montréal, Québec, H3A 3L6

Attention: Charles Émond  
Fax: (514) 499-8454

If to Merrill Lynch Canada Inc., addressed and sent to:

Merrill Lynch Canada Inc.  
1250 Rene-Levesque Blvd. West Suite 3715  
Montréal, QC H3B 4W8

Attention: Deep Khosla  
Fax: 514-846-3606

If to Credit Suisse Securities (Canada), Inc., addressed and sent to:

Credit Suisse Securities (Canada), Inc  
1 First Canadian Place  
Suite 2900  
Toronto, Ontario, M5X 1C9

Attention: Daniel J. McCarthy  
Fax: (212) 325-6625

If to Desjardins Securities Inc., addressed and sent to:

Desjardins Securities Inc.  
1170 Peel Street  
Suite 300  
Montréal, Québec, H3B 0A9

Attention: Jean-Yves Bourgeois  
Fax: (514) 842-7975

If to any of the Underwriters, with a copy (which shall not constitute notice to the Underwriters) to Stikeman Elliott LLP, addressed and sent to:

Stikeman Elliott LLP  
1155 René-Lévesque Blvd. West  
40th Floor  
Montréal, Québec, H3B 3V2

Attention: Jean Marc Huot  
Fax: (514) 397-3435

32. The Underwriters authorize the Joint Bookrunners on their behalf to exercise all the authority and discretion granted to the Underwriters under the Underwriting Agreement and to take all such action as they may believe desirable in connection with the performance of the Underwriting Agreement and the purchase, sale and distribution of the Offered Receipts, provided, however, that the Joint Bookrunners shall take no action pursuant to paragraphs 23, 24 or 28 of the Underwriting Agreement without the consent of each of the affected Underwriters.
33. The provision of paragraphs 4, 16, 19, 23, 24 and 27 and this paragraph 33, shall survive the completion of the purchase and sale herein contemplated and will continue in full force and effect notwithstanding such completion (but only until completion of the distribution in the case of paragraph 16).
34. Time shall be of the essence of the Underwriting Agreement.
35. If any provision of the Underwriting Agreement is determined to be void or unenforceable, in whole or in part, it shall be deemed not to affect or impair the validity of any other provision of the Underwriting Agreement and such void or unenforceable provision shall be severable from the Underwriting Agreement.
36. This Underwriting Agreement shall be governed by and construed in accordance with the laws of the Province of Québec and the federal laws of Canada applicable therein and the courts of such province shall have exclusive jurisdiction over any dispute hereunder.
37. Bombardier hereby acknowledges that (i) the purchase and sale of the Offered Receipts pursuant to this Underwriting Agreement, including the determination of the Offering Price, is an arm's-length commercial transaction between Bombardier, on the one hand, and each of the Underwriters and any affiliate through which it may be acting, on the other, (ii) the engagement by Bombardier of each of the Underwriters in connection with the offering and sale of the Offered Receipts and the process leading up to the Offering and sale thereof is as independent contractors and not in any other capacity; (iv) the Underwriters and their respective affiliates may be engaged in a broad range of transactions that involve interests that differ from those of Bombardier; and (v) the Underwriters have not provided any legal, accounting, regulatory or tax advice with respect to the Offering and Bombardier has consulted its own legal, accounting, regulatory and tax advisors to the extent it deemed appropriate. Furthermore, Bombardier agrees that it is solely responsible for making its own judgments in connection with the offering and sale of the Offered Receipts (irrespective of whether any of the Underwriters has advised or is currently advising Bombardier on related or other matters) and no Underwriter has any obligation to Bombardier with respect to the Offering except the obligations expressly set forth in this Underwriting Agreement. Bombardier agrees that it will not claim that the Underwriters have rendered advisory services of any nature or respect, or owes an agency, fiduciary or similar duty to Bombardier, in connection with the offering and sale of the Offered Receipts.
38. Bombardier acknowledges that the Underwriters and their affiliates carry on a range of businesses, including providing institutional and retail brokerage, investment advisory,

research, investment management, securities lending and custodial services to clients and trading in financial products as agent or principal. It is possible that the Underwriters and other entities in their respective groups that carry on those businesses may hold long or short positions in securities of companies or other entities, which are or may be involved in the transactions contemplated in this Underwriting Agreement and effect transactions in those securities for their own account or for the account of their respective clients. Bombardier agrees that these divisions and entities may hold such positions and effect such transactions without regard to Bombardier's interest under this Underwriting Agreement.

39. Bombardier (i) acknowledges and agrees that the Underwriters have certain statutory obligations as registrants under Canadian Securities Laws and their U.S. affiliates have certain regulatory obligations under United States Securities Laws and have duties to their clients, and (ii) consent to the Underwriters acting hereunder while continuing to act for their clients. To the extent that the Underwriters' statutory obligations as registrants under Canadian Securities Laws or regulatory obligations of their U.S. affiliates under United States Securities Laws or relationships with their clients conflicts with their obligations hereunder, the Underwriters and their U.S. affiliates shall be entitled to fulfil their statutory obligations as registrants under Canadian Securities Laws and regulatory obligations under United States Securities Laws and their duties to their clients. Nothing in this Underwriting Agreement shall be interpreted to prevent the Underwriters from fulfilling their statutory obligations as registrants under Canadian Securities Laws or regulatory obligations of their U.S. affiliates under United States Securities Laws or duties to their clients.
40. Each of National Bank Financial Inc., CIBC World Markets Inc., Scotia Capital Inc. and Desjardins Securities Inc. or an affiliate thereof, owns or controls an equity interest in the TMX Group and has a nominee director serving on TMX Group's board of directors. As such, each of said Underwriters may be considered to have an economic interest in the listing of securities on any exchange owned or operated by TMX Group, including the TSX, the TSX Venture Exchange and the Alpha Exchange. No person or company is required to obtain products or services from TMX Group or its affiliates as a condition of a dealer supplying or continuing to supply a product or service.
41. The terms and provisions of this Underwriting Agreement will be binding upon and inure to the benefit of Bombardier and the Underwriters and their respective successors and assigns, provided that, except as otherwise provided in this Underwriting Agreement, this Underwriting Agreement will not be assignable by any party without the written consent of the others and any purported assignment without such consent will be invalid and of no force and effect.
42. This Underwriting Agreement may be executed by the parties to this Underwriting Agreement in counterpart and may be executed and delivered by facsimile or other electronic transmission and all such counterparts and facsimiles or other electronic transmissions shall together constitute one and the same agreement.

43. The parties have requested that this Underwriting Agreement and any notice in connection therewith be prepared in the English language. *Les parties aux présentes ont demandé que cette convention et tous les avis y afférents soient rédigés en langue anglaise.*

*[Remainder of page intentionally left blank]*



If the foregoing is acceptable to Bombardier please signify such acceptance on the duplicate of this letter and return such duplicate to the Underwriters.

**NATIONAL BANK FINANCIAL INC.**

Per: (signed) Louis Gendron  
Louis Gendron  
Managing Director

**UBS SECURITIES CANADA INC.**

Per: (signed) Alain Auclair  
Alain Auclair  
Managing Director

Per: (signed) François Turgeon  
François Turgeon  
Managing Director

**CIBC WORLD MARKETS INC.**

Per: (signed) Alexandre Prunier  
Alexandre Prunier  
Managing Director

**CITIGROUP GLOBAL MARKETS  
CANADA INC.**

Per: (signed) Grant Kernaghan  
Grant Kernaghan  
Managing Director

**SCOTIA CAPITAL INC.**

Per: (signed) Charles Émond  
Charles Émond  
Managing Director

**MERRILL LYNCH CANADA INC.**

Per: (signed) Deep Khosla  
Deep Khosla  
Managing Director

**CREDIT SUISSE SECURITIES (CANADA),  
INC. DESJARDINS SECURITIES INC.**

Per: (signed) Daniel J. McCarthy  
Daniel J. McCarthy  
Managing Director

Per: (signed) Jean-Yves Bourgeois  
Jean-Yves Bourgeois  
Managing Director

The foregoing is in accordance with our understanding and is accepted by us.

February 20, 2015

**BOMBARDIER INC.**

By: (signed) Alain Bellemare  
Alain Bellemare  
President and Chief Executive Officer

By: (signed) Daniel Desjardins  
Daniel Desjardins  
Senior Vice President, General Counsel and Corporate Secretary

## SCHEDULE A - TERMS OF SALES TO QUALIFIED INSTITUTIONAL BUYERS IN THE UNITED STATES

### Definitions

As used in this Schedule and related exhibits, the following terms shall have the meanings indicated:

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

**"1934 Act"** means the United States Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder;

**"Directed Selling Efforts"** means "directed selling efforts" as that term is defined in Rule 902(c) of Regulation S, which, without limiting the foregoing, but for greater clarity in this Schedule, includes, subject to the exclusions from the definition of directed selling efforts contained in Regulation S, any activity undertaken for the purpose of, or that could reasonably be expected to have the effect of, conditioning the market in the United States for the Subscription Receipts or the Underlying Class B Shares and includes the placement of any advertisement in a publication with a general circulation in the United States that refers to the offering of the Subscription Receipts;

**"Eligible Discretionary Account"** means any discretionary account or similar account (other than an estate or trust) held for the benefit or account of a non-U.S. Person by a dealer or professional fiduciary organized, incorporated, or (if an individual) resident in the United States;

**"Foreign Issuer"** means "foreign issuer" as that term is defined in Rule 902(e) of Regulation S;

**"General Solicitation"** and **"General Advertising"** mean "general solicitation" and "general advertising", respectively, as used in Rule 502(c) under the 1933 Act, including advertisements, articles, notices or other communications published in any newspaper, magazine or similar media or broadcast over radio or television or the Internet, or any seminar or meeting whose attendees had been invited by general solicitation or general advertising or in other any manner involving a public offering within the meaning of Section 4(a)(2) of the 1933 Act;

**"Investment Company Act"** means the Investment Company Act of 1940, as amended;

**"Offshore Transaction"** means an "offshore transaction" as that term is defined in Regulation S;

**"Qualified Institutional Buyer"** means a "qualified institutional buyer" as such term is defined in Rule 144A;

**"Regulation S"** means Regulation S adopted by the SEC under the 1933 Act;

"**Rule 144A**" means Rule 144A adopted by the SEC under the 1933 Act;

"**SEC**" means the United States Securities and Exchange Commission;

"**Substantial U.S. Market Interest**" means "substantial U.S. market interest" as that term is defined in Rule 902(j) of Regulation S;

"**United States**" means the United States of America, its territories and possessions, any state of the United States and the District of Columbia;

"**U.S. Affiliate**" of any Underwriter means the U.S. registered broker-dealer affiliate of such Underwriter;

"**U.S. Person**" means a "U.S. person" as that term is defined in Rule 902(k) of Regulation S;

"**U.S. Purchaser's Letter**" means the U.S. Qualified Institutional Buyer Letter in the form of Exhibit A to the U.S. placement memorandum included in the Offering Memorandum;

All other capitalized terms used but not otherwise defined in this Schedule shall have the meanings given to them in the Underwriting Agreement to which this Schedule is attached and of which this Schedule forms a part.

### **Representations, Warranties and Covenants of Bombardier**

Bombardier represents, warrants and covenants to the Underwriters that:

- a. Bombardier is a Foreign Issuer and reasonably believes that there is no Substantial U.S. Market Interest with respect to the Subscription Receipts or the Underlying Class B Shares;
- b. Bombardier is not, and after giving effect to the offering of the Subscription Receipts will not be, an investment company within the meaning of the Investment Company Act;
- c. except with respect to offers and sales (i) to Qualified Institutional Buyers in reliance upon the exemption from registration under Rule 144A, or (ii) in an Offshore Transaction in accordance with Rule 903 of Regulation S, neither Bombardier, nor any of its respective affiliates (within the meaning of the 1933 Act), nor any person acting on any of their behalf (other than the Underwriters, any U.S. Affiliate, or any members of the banking and selling group formed by them, as to whom Bombardier makes no representation), has made or will make: (A) any offer to sell, or any solicitation of an offer to buy, any Subscription Receipts to or for the benefit of a person in the United States (other than sales to an Eligible Discretionary Account); or (B) any sale of Subscription Receipts unless, at the time the buy order was or will have been originated, the purchaser is: (i) outside the United States or is an Eligible Discretionary Account; or (ii)

Bombardier, its affiliates, and any person acting on their behalf reasonably believe that the purchaser is outside the United States or is an Eligible Discretionary Account;

- d. neither Bombardier, nor any of its affiliates (within the meaning of the 1933 Act), nor any person acting on any of their behalf (other than the Underwriters, any U.S. Affiliate, or any members of the banking and selling group formed by them, as to whom Bombardier makes no representation), has engaged or will engage in any Directed Selling Efforts with respect to the Subscription Receipts, or has taken or will take any action that would cause the applicable exemption or exclusion from registration under the 1933 Act afforded by Rule 144A or Rule 903 of Regulation S to be unavailable for offers and sales of the Subscription Receipts pursuant to this Agreement;
- e. none of Bombardier, any of its affiliates or any person acting on its or their behalf (other than the Underwriters, any U.S. Affiliate, or any members of the banking and selling group formed by them, as to whom Bombardier makes no representation) has offered or will offer to sell, or has solicited or will solicit offers to buy, any of the Subscription Receipts in the United States by means of any form of General Solicitation or General Advertising;
- f. the Subscription Receipts are not, and as of the Closing Date or the Over-Allotment Closing Date, as the case may be, will not be, and no securities of the same class as the Subscription Receipts or the Underlying Class B Shares are: (i) listed on a national securities exchange in the United States registered under Section 6 of the 1934 Act; (ii) quoted in an "automated inter-dealer quotation system", as such term is used in the 1934 Act; or (iii) convertible or exchangeable at an effective conversion premium (calculated as specified in paragraph (a)(6) of Rule 144A) of less than ten percent for securities so listed or quoted;
- g. for so long as the Subscription Receipts offered or sold in transactions that are exempt from the registration requirements of the 1933 Act provided by Rule 144A or the Underlying Class B Shares are outstanding and are "restricted securities" within the meaning of Rule 144(a)(3) under the 1933 Act, Bombardier shall either: (i) avail itself of the exemption under Rule 12g3-2(b) under the 1934 Act; (ii) file reports and other information with the SEC under Section 13 or 15(d) of the 1934 Act; or (iii) provide to holders of Subscription Receipts or the Underlying Class B Shares and any prospective purchasers designated by such holders, upon request of such holders, at or prior to the time of such sale, the information required to be provided pursuant to Rule 144A(d)(4) under the 1933 Act;
- h. the Subscription Receipts and the Underlying Class B Shares are not securities of an open-end investment company, unit investment trust or face-amount certificate company that is or is required to be registered under Section 8 of the Investment Company Act; and

- i. the Offering Documents (and any other material or document prepared or distributed by or on behalf of Bombardier used in connection with offers and sales of the Subscription Receipts and the Underlying Class B Shares) include, or will include, statements to the effect that the Subscription Receipts have not been registered under the 1933 Act and may not be offered or sold in the United States unless an exemption from the registration requirements of the 1933 Act is available. Such statements have appeared, or will appear, (i) on the cover or inside cover page of the Preliminary Prospectus Base Shelf Prospectus, the Final Base Shelf Prospectus and the Prospectus Supplement; (ii) in the plan of distribution section of the Preliminary Prospectus Base Shelf Prospectus, the Final Base Shelf Prospectus and the Prospectus Supplement; (iii) the U.S. placement memorandum included in the Offering Memorandum; and (iv) in any advertisement made or issued by Bombardier or anyone acting on Bombardier's behalf (other than the Underwriters, their affiliates or any person acting on their behalf as to which no representation is made).

### **Representations, Warranties and Covenants of the Underwriters**

Each Underwriter, on behalf of itself and its U.S. Affiliate, represents, warrants and covenants, to Bombardier that:

- a. it acknowledges, on behalf of itself and its U.S. Affiliate, that the Subscription Receipts have not been and neither the Subscription Receipts nor the Underlying Class B Shares will be registered under the 1933 Act or any U.S. state securities laws and may not be offered or sold in the United States (other than to Eligible Discretionary Accounts) except pursuant to the exemption from the registration requirements of the 1933 Act provided by Rule 144A. Accordingly, it has not offered and sold, and will not offer and sell, any Subscription Receipts constituting part of its allotment or otherwise except: (A) in an Offshore Transaction in accordance with Rule 903 of Regulation S; or (B) in the United States to Qualified Institutional Buyers in transactions that are exempt from the registration requirements of the 1933 Act pursuant to Rule 144A. Neither such Underwriter nor any of its affiliates, nor any persons acting on their behalf, has engaged or will engage in any Directed Selling Efforts with respect to the Subscription Receipts;
- b. it and its affiliates, including its U.S. Affiliate, have not, either directly or through a person acting on its or their behalf, engaged and will not engage in any form of General Solicitation or General Advertising or any other conduct involving a public offering (within the meaning of Section 4(a)(2) under the 1933 Act) in connection with its offers or sales of the Subscription Receipts in the United States;
- c. it has not entered and will not enter into any contractual arrangement with respect to the distribution of the Subscription Receipts, except with its U.S. Affiliate, any selling group members or with the prior written consent of Bombardier;

- d. it shall require each selling group member to agree, for the benefit of Bombardier, to comply with, and shall use its best efforts to ensure that each selling group member complies with, the provisions of this Schedule A applicable to the Underwriters or U.S. Affiliates as if such provisions applied to such selling group member;
- e. all offers and sales of Subscription Receipts in the United States shall be made by the Underwriters solely through its U.S. Affiliate, which on the dates of such offers and sales was and will be duly registered as a broker-dealer under the 1934 Act and under all applicable state securities laws and a member of, and in good standing with, the Financial Industry Regulatory Authority;
- f. it will solicit (and will cause its U.S. Affiliate to solicit) offers for the Subscription Receipts in the United States only from, and will offer the Subscription Receipts only to persons whom it and its U.S. Affiliate reasonably believe to be Qualified Institutional Buyers in accordance with Rule 144A, who are acquiring the Subscription Receipts for their own account or for the account of a Qualified Institutional Buyer, with respect to which it exercises sole investment discretion, each of whom in purchasing Subscription Receipts will be deemed to have made the representations, warranties and agreements contained in the Offering Memorandum to the extent they are applicable to the purchaser concerned;
- g. it will inform (and will cause its U.S. Affiliate to inform) all purchasers of the Subscription Receipts in the United States (except for Eligible Discretionary Accounts) that the Subscription Receipts have not been and neither the Subscription Receipts nor the Underlying Class B Shares will be registered under the 1933 Act and are being offered and sold to such purchasers without registration in reliance on the exemption from the registration requirements of the 1933 Act provided by Rule 144A;
- h. at Closing it, together with its U.S. Affiliate offering or selling Subscription Receipts in the United States, will provide a certificate, substantially in the form of Exhibit I to this Schedule A, relating to the manner of the offer and sale of the Subscription Receipts in the United States;
- i. the Underwriters and its U.S. Affiliate acknowledge that until 40 days after the commencement of the offering of the Subscription Receipts, an offer or sale of the Subscription Receipts within the United States by any dealer (whether or not participating in this offering) may violate the registration requirements of the 1933 Act if such offer or sale is made otherwise than in accordance with an exemption from the registration requirements of the 1933 Act;
- j. at least one business day prior to the Closing Date, it shall cause its U.S. Affiliate to provide the transfer agent for Bombardier with a list of all purchasers and states of residence of the Subscription Receipts in the United States and to provide Bombardier with a U.S. Purchaser's Letter completed and executed by each purchaser of Subscription Receipts in the United States; and

- k. each offeree in the United States shall be provided, prior to time of such offeree's purchase of any Subscription Receipts, with a copy of the Offering Memorandum. The Offering Memorandum shall be in form and substance mutually satisfactory to Bombardier, the Underwriters and their U.S. Affiliates.

# EXHIBIT I UNDERWRITER'S CERTIFICATE

In connection with the offer and sale, under Rule 144A, of Subscription Receipts (the "**Subscription Receipts**") of Bombardier Inc. ("**Bombardier**") in the United States pursuant to the Underwriting Agreement dated as of February 20, 2015 among Bombardier and the Underwriters (the "**Underwriting Agreement**"), the undersigned \_\_\_\_\_ (the "**Underwriter**") and \_\_\_\_\_, in its capacity as initial purchaser in the United States pursuant to Rule 144A for the Underwriter (the "**U.S. Affiliate**"), each hereby certifies that:

- a. the U.S. Affiliate is a duly registered broker or dealer with the Financial Industry Regulatory Authority ("**FINRA**") and the United States Securities and Exchange Commission (the "**SEC**") and under all applicable state securities laws and is in good standing with FINRA and the SEC and any applicable state securities authorities on the date hereof;
- b. all offers and sales of the Subscription Receipts in the United States have been conducted by us in compliance with all applicable United States federal and state broker-dealer requirements and with the terms of the Underwriting Agreement, including Schedule A thereto;
- c. each offeree in the United States was provided, prior to time of such offeree's purchase of any Subscription Receipts, with a copy of the Offering Memorandum;
- d. immediately prior to our transmitting the Offering Memorandum to offerees in the United States, we had reasonable grounds to believe and did believe that each such offeree was a Qualified Institutional Buyer and, on the date hereof, we continue to believe that each purchaser of Subscription Receipts in the United States is a Qualified Institutional Buyer;
- e. no form of General Solicitation or General Advertising was used by us or our representatives in connection with the offer or sale of the Subscription Receipts in the United States;
- f. prior to any sale of Subscription Receipts in the United States, we caused each purchaser in the United States to execute a U.S. Purchaser's Letter; and
- g. all purchasers of the Subscription Receipts in the United States (except for Eligible Discretionary Accounts) have been informed that the Subscription Receipts have not been and neither the Subscription Receipts nor the Underlying Class B Shares will be registered under the 1933 Act and are being offered and sold to such purchasers without registration in reliance on the exemption from the registration requirements of the 1933 Act provided by Rule 144A.



Terms used in this certificate have the meanings given to them in the Underwriting Agreement unless otherwise defined herein.

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

**[UNDERWRITER]**

**[U.S. AFFILIATE]**

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

Name:

Title:

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

Name:

Title:

## SCHEDULE B - FORM OF LOCK-UP AGREEMENT

National Bank Financial Inc.  
 UBS Securities Canada Inc.  
 CIBC World Markets Inc.  
 Citigroup Global Markets Canada Inc.

(collectively, the "**Joint Bookrunners**")

**Re: Bombardier Inc. (the "Corporation") - Offering of subscription receipts**

Ladies and Gentlemen,

The undersigned is the registered and/or beneficial owner of certain Subject Securities (as defined herein) and understands that the Corporation proposes to sell to the Joint Bookrunners and a syndicate of underwriters (collectively with the Joint Bookrunners, the "**Underwriters**") an aggregate of 424,209,000 subscription receipts and, at the option of the Underwriters, an additional 63,631,350 subscription receipts pursuant to an underwriting agreement dated February 20, 2015 (the "**Underwriting Agreement**"). Each subscription receipt will be exchangeable into one Class B (subordinate voting) shares upon the satisfaction of certain escrow release conditions as set forth in the Underwriting Agreement. The offering of the subscription receipts by the Corporation is hereinafter referred to as the "**Offering**".

For purposes of this agreement, "Subject Securities" shall mean (i) the Class A (multiple voting) shares of the Corporation (the "**Class A Shares**"), (ii) the Class B (subordinate voting) shares of the Corporation (the "**Class B Subordinate Voting Shares**"), and (iii) any security of the Corporation convertible into, exchangeable for, or otherwise exercisable to acquire, Class A Shares or Class B Subordinate Voting Shares or other equity securities of the Corporation.

The undersigned hereby irrevocably covenants and agrees that the undersigned will (i) not, for a period of 90 days following the date of closing of the Offering, directly or indirectly, sell, lend, swap or enter into any other agreement to transfer the economic consequences, or otherwise dispose, of Subject Securities held by the undersigned, directly or indirectly, or publicly announce any intention to do so, without the prior written consent of the Joint Bookrunners, on behalf of the Underwriters, which consent will not be unreasonably withheld or delayed; and (ii) vote the Class A Shares and Class B Subordinate Voting Shares under the undersigned's control or direction, directly or indirectly, in favour of the resolution approving the amendment of the Corporation's articles of amalgamation dated January 2, 2013 to increase the number of Class A Shares and Class B Subordinate Voting Shares which the Corporation is authorized to issue from 1,892,000,000 to 2,742,000,000 at the special shareholder meeting to be held by the Corporation on March 27, 2015 or any adjournment or postponement thereof. Notwithstanding the foregoing, if a Termination Event occurs before the expiry of the 90-day period contemplated herein, this provision and the lock-up agreements will automatically terminate.

To the extent that the undersigned has purchased or will purchase subscription receipts under the Offering, the undersigned acknowledges and agrees that the Underwriters, and their

respective affiliates, directors, officers and employees, shall have no liability to the undersigned with respect to disclosure in the prospectus and any prospectus supplement prepared in connection with the Offering, whether contractually or under applicable securities laws.

The undersigned hereby represents and warrants that the undersigned has full power and authority to enter into this agreement and acknowledges that the Underwriters are and will be relying on the representations and agreements of the undersigned contained herein in carrying out the Offering and in performing their obligations under the Underwriting Agreement.

This agreement is irrevocable and will be binding on the undersigned and the respective successors, heirs, personal representatives, and assigns of the undersigned, provided however that the undersigned shall not assign this agreement without the prior written consent of the Joint Bookrunners, on behalf of the Underwriters.

This agreement and the rights and obligations of the undersigned shall be governed and construed in accordance with the laws of the Province of Québec and the laws of Canada applicable therein.

This agreement will terminate on the close of trading on the date that is 90 days following the date of the closing of the Offering.

This agreement may be executed in any number of counterparts, each of which when delivered, either in original or facsimile form, shall be deemed to be an original and all of which together shall constitute one and the same document.

*[Remainder of page intentionally left blank]*

**IN WITNESS WHEREOF**, the undersigned has executed and delivered this agreement as of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Printed Name of Holder

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

\_\_\_\_\_  
Printed Name of Person Signing  
(and indicate capacity of person signing if  
signing as custodian, trustee, or on behalf  
of an entity)

Number of Class A Shares over which the signatory  
exercises control or direction: \_\_\_\_\_

Number of Class B (Subordinate Voting) Shares  
over which the signatory exercises control or direction: \_\_\_\_\_