

**SETTLEMENT AGREEMENT**

MADE AS OF THE 2<sup>ND</sup> DAY OF NOVEMBER, 2015

BETWEEN

AFA LIVFÖRSÄKRINGSAKTIEBOLAG  
AFA SJUKFÖRSÄKRINGSAKTIEBOLAG  
AFA TRYGGHETSFÖRSÄKRINGSAKTIEBOLAG  
KOLLEKTIVAVTALSSTIFTELSEN TRYGGHETFONDEN TSL  
WILLIAM LESLIE  
JEAN-PAUL DELAIRE

(the “Plaintiffs”)

– and –

AGNICO EAGLE MINES LIMITED

(“Agnico”)

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## SETTLEMENT AGREEMENT

### SECTION 1 - RECITALS

#### WHEREAS:

- A. The Actions were commenced by the Plaintiffs in Ontario and in Quebec;
- B. The Ontario Court granted leave under the *Securities Act*, RSO 1990, c S 5, as amended, and certified the Ontario Action, on consent, by order dated April 17, 2013, on behalf of a class defined as follows: All persons, wherever they may reside or be domiciled, who acquired the securities of Agnico (i) over the TSX, Chi-X, Alpha, Omega, TriAct, TMX Select, Pure Trading, Liquidnet and Instinet Canada trading platforms during the Class Period; or (ii) in exchange for securities of Comaplex Minerals Corp. by way of a plan of arrangement pursuant to the Alberta Business Corporations Act completed on or around July 6, 2010, and continued to hold some or all of those securities on one or both of July 28, 2011 and October 19, 2011, except for: (1) the Excluded Persons; and (2) those persons resident or domiciled in the Province of Québec at the time they purchased or acquired such securities, who are not precluded from participating in a class action by virtue of Article 999 of the *Québec Code of Civil Procedure*, RSQ, c C-25 (“Ontario Class Members”);
- C. The Québec Court granted leave under the *Québec Securities Act* and authorized the commencement of the Québec Action as a class proceeding on consent by order dated October 1, 2013 on behalf of a class defined as follows: All natural and legal persons residing or domiciled in the Province of Québec who are not precluded from participating in a class action by virtue of Article 999 of the *Québec Code of Civil Procedure*, RSQ, c C-25 and who, between March 26, 2010 and October 18, 2011, purchased or otherwise acquired the securities of Agnico (i) over the TSX, Chi-X, Alpha, Omega, TriAct, TMX Select, Pure Trading, Liquidnet and Instinet Canada trading platforms during the Class Period; or (ii) in exchange for securities of Comaplex Minerals Corp. by way of a plan of arrangement pursuant to the Alberta Business Corporations Act completed on or around July 6, 2010, and continued to hold some or all of those securities on one or both of July 28, 2011 and October 19, 2011, except for: the Excluded Persons. (“Québec Class Members”).

D. The Releasees have denied and continue to deny the Plaintiffs' claims in the Actions, deny any wrongdoing or liability to the Class of any kind, and have raised numerous affirmative defences;

E. The Plaintiffs, Class Counsel and the Settling Defendant agree that neither this Settlement Agreement, including its recitals, terms or provisions, nor the negotiations, discussions, documents or proceedings connected to this Settlement Agreement, nor any action taken to carry out this Settlement Agreement, shall be deemed or construed to be an admission by or evidence against the Releasees or evidence of the truth of any of the Plaintiffs' allegations against the Releasees, which allegations are expressly denied by the Settling Defendant;

F. Based upon an analysis of the facts and law applicable to the issues in this case, and taking into account the extensive burdens, complexity, risks and expense of continued litigation, the uncertainty of the Releasees' liability and potential limits thereto, the determination of damages to the Class, any potential appeals, and fair, cost-effective and assured resolution of the Class' claims, the Plaintiffs, with the benefit of advice from Class Counsel, concluded that this Agreement is fair and reasonable, and in the best interests of the Class;

G. The Settling Defendant, with the benefit of advice from legal counsel, similarly has concluded that this Agreement is desirable in order to avoid the time, risk and expense, including the executive time and expense, of continuing with the litigation, including any potential appeals, and to resolve finally and completely all claims asserted or which could have been asserted against the Releasees by the Class;

H. The Plaintiffs and the Settling Defendant have engaged in arm's-length settlement discussions and negotiations, with the assistance of Joel Wiesenfeld as mediator;

I. As a result of these settlement discussions and negotiations, the Settling Defendant and the Plaintiffs have entered into this Settlement Agreement, which embodies all of the terms and conditions of the settlement between the Settling Defendant and the Plaintiffs, both individually and on behalf of the classes they represent or seek to represent, subject to approval of the Courts;

J. The Parties intend to, agree, and hereby do finally resolve the Actions and all claims that were or could have been asserted in the Actions, subject to the approval of the Courts, without any admission of liability or wrongdoing by the Releasees;

**NOW, THEREFORE, FOR VALUE RECEIVED**, the Parties stipulate and agree, subject to the approval of the Courts, that any and all claims made or that could have been made in the Actions shall be finally settled and resolved on the terms and conditions set forth in this Agreement.

## SECTION 2 - DEFINITIONS

For the purposes of this Settlement Agreement, including the Recitals and Schedules hereto:

- (1) **Actions** means the Ontario Action and the Québec Action.
- (2) **Administration Expenses** means all fees, disbursements, expenses, costs, taxes and any other amounts incurred or payable by the Plaintiffs or Class Counsel relating to approval, implementation and administration of this Settlement Agreement, including the costs of publishing and delivering Notices, the fees, disbursements and taxes paid to the Administrator, and any other expenses approved by the Courts which shall all be paid from the Settlement Amount. For greater certainty, Administration Expenses include the Non-Refundable Expenses for the purposes of the Agreement but do not include Class Counsel Fees.
- (3) **Administrator** means the third-party firm selected at arm's-length by Class Counsel and appointed by the Courts to administer this Agreement and the Plan of Allocation, and any employees of such firm.
- (4) **Agnico** means Agnico Eagle Mines Limited.
- (5) **Agreement** means this settlement agreement, including the recitals and Schedules hereto.
- (6) **Approval Motions** means each of the motions to be brought by the Plaintiffs in the Courts for the Approval Orders.

(7) **Approval Orders** mean the Ontario Approval Order and the Québec Approval Order each of which, among other things:

- (i) approves the Settlement; and
- (ii) approves the form of, and authorizes the manner of publication and dissemination of, the Short Form Notice of Settlement Approval and the Long Form Notice of Settlement Approval.

(8) **Arrangement** means the statutory plan of arrangement completed by Agnico and Comaplex Minerals Corp, on or around July 6, 2010.

(9) **Authorized Claimant** means any Class Member who has submitted a properly completed Claim Form and all required supporting documentation to the Administrator on or before the Claims Bar Deadline and, pursuant to the terms of the Agreement, has been approved for compensation by the Administrator in accordance with the Plan of Allocation.

(10) **Claim Form** means the form to be approved by the Courts which, when completed and submitted in a timely manner to the Administrator, constitutes a Class Member's claim for compensation pursuant to the Settlement.

(11) **Claims Bar Deadline** means the date by which each Class Member must file a Claim Form and all required supporting documentation with the Administrator, which date shall be ninety (90) days after the date on which the Short Form Notice of Settlement Approval or the Long Form Notice of Settlement Approval is first published.

(12) **Class or Class Members** means all Ontario Class Members and all Québec Class Members.

(13) **Class Counsel** means, collectively, Siskinds LLP and Siskinds, Desmeules s.e.n.c.r.l.

(14) **Class Counsel Fees** means the fees, disbursements, costs, HST and other applicable taxes or charges of Class Counsel including amounts payable to Fonds d'aide aux recours collectif in Québec.

(15) **Courts** means the Ontario Court and the Québec Court.

(16) ***Defendants*** means, collectively, Agnico, Sean Boyd, Eberhard Scherkus and Ammar Al-Joundi.

(17) ***Effective Date*** means the date on which all of the following occur or have occurred:

- (a) the Settling Defendant paid the Settlement Amount into the Escrow Account; and
- (b) the Approval Orders have become Final Orders.

(18) ***Escrow Account*** means the interest bearing trust account with one of the Canadian Schedule 1 banks in Ontario initially under the control of Siskinds LLP and then transferred to the control of the Administrator within ten (10) days of the Effective Date.

(19) ***Escrow Settlement Amount*** means the Settlement Amount plus any interest accruing thereon after payment of all Non-Refundable Expenses.

(20) ***Excluded Persons*** means the Settling Defendant, the Individual Defendants and the Settling Defendant's past and present subsidiaries, affiliates, officers, directors, senior employees, partners, legal representatives, heirs, predecessors, successors and assigns, and any member of the family of an Individual Defendant.

(21) ***Final Order*** means any order contemplated by this Agreement from which no appeal lies or in respect of which any right of appeal has expired without the initiation of proceedings in respect of that appeal, such as the delivery of a notice of appeal.

(22) ***Individual Defendants*** means collectively Sean Boyd, Eberhard Scherkus and Ammar Al-Joundi.

(23) ***Long Form Notice of Settlement Approval*** means notice to the Class of the Approval Order, substantially in the form attached as Schedule "H" or as approved by the Courts.

(24) ***Long Form Notice of Settlement Approval Hearing*** means notice to the Class of the Approval Motion, substantially in the form attached as Schedule "D" or as approved by the Courts.



- (25) ***Non-Refundable Expenses*** means certain Administration Expenses stipulated in section 4.1(1) of the Agreement to be paid from the Settlement Amount.
- (26) ***Ontario Action*** means *AFA Livförsäkringsaktiebolag, et al. v Agnico-Eagle Mines Limited, et al.* brought in the Ontario Court of Justice and bearing Court File Number CV-12-448410-00CP
- (27) ***Ontario Approval Order*** means the Approval Order to be sought from the Ontario Court substantially in the form attached as Schedule “F”.
- (28) ***Ontario Counsel*** means Siskinds LLP.
- (29) ***Ontario Court*** means the Ontario Superior Court of Justice.
- (30) ***Ontario Pre-Approval Order*** means the order to be sought from the Ontario Court substantially in the form attached as Schedule “A”.
- (31) ***Parties*** means the Plaintiffs and the Settling Defendant.
- (32) ***Plaintiffs*** means AFA Livförsäkringsaktiebolag, AFA Sjukförsäkringsaktiebolag, AFA Trygghetsförsäkringsaktiebolag, Kollektivavtalsstiftelsen Trygghetsfonden TSL, William Leslie and Jean-Paul Delaire.
- (33) ***Plan of Allocation*** means the distribution plan stipulating the proposed implementation and administration of the Settlement, which shall be substantially in the form to be fixed by the Courts.
- (34) ***Plan of Notice*** means the plan for disseminating the Notice of Settlement Approval Hearing, the Short Form Notice of Settlement Approval and the Long Form Notice of Settlement Approval to the Class, which shall be substantially in the form attached as Schedule “C” or fixed by the Courts.
- (35) ***Pre-Approval Motion*** means each of the motions to be brought by the Plaintiffs in the Courts for the Pre-Approval Orders.

(36) ***Pre-Approval Orders*** means the Ontario Pre-Approval Order and the Québec Pre-Approval Order, which, among other things:

- (i) appoint the Administrator;
- (ii) set the dates for the hearings of the motions for the granting of the Approval Orders; and
- (iii) approve the form of, and authorizes the manner of publication and dissemination of, the Notice of Settlement Approval Hearing.

(37) ***Québec Action*** means *Delaire v Mines Agnico-Eagle Limitée, et al.* brought in the Superior Court of Québec and bearing Court File Number: 200-06-000142-128.

(38) ***Québec Approval Order*** means the Approval Order to be sought from the Québec Court substantially in the form attached as Schedule “G”

(39) ***Québec Counsel*** means Siskinds, Desmeules s.e.n.c.r.l.

(40) ***Québec Court*** means the Superior Court of Québec .

(41) ***Québec Pre-Approval Order*** means the Pre-Approval Order to be sought from the Québec Court, substantially in the form attached as Schedule “B”.

(42) ***Released Claims*** (or ***Released Claim*** in the singular) means any and all manner of claims, demands, actions, suits, causes of action, whether class, individual or otherwise in nature, whether personal or subrogated, in respect of damages whenever incurred, and liabilities of any nature whatsoever, including interest, costs, expenses (including Administration Expenses), penalties, lawyers’ fees (including Class Counsel Fees), known or unknown, suspected or unsuspected, in law, under statute or in equity, that the Releasers, or any of them, whether directly, indirectly, derivatively, or in any other capacity, ever had, now have, or hereafter can, shall, or may have as against the Releasees, relating in any way to the Actions or to any allegations made or which could have been made in the Actions, including, without limitation, representations made by the Releasees to the Class Members concerning the matters alleged by the Plaintiffs in the Actions.

(43) **Releasees** means the Settling Defendant, Sean Boyd, Eberhard Scherkus and Ammar Al-Joundi, and all of their insurers, their respective past and present affiliates and subsidiaries, and all of their respective past and present directors, officers, trustees, partners, employees, servants, consultants, underwriters, advisors, lawyers, representatives, successors, assigns and their heirs, executors, administrators, successors and assigns, as the case may be.

(44) **Releasors** means, jointly and severally, individually and/or collectively, the Plaintiffs and the Class Members, including any person having a legal and/or beneficial interest in the Agnico shares held and acquired by the Class Members, and their respective past and present directors, officers, employees, agents, trustees, servants, consultants, underwriters, advisors, representatives, heirs, executors, attorneys, administrators, guardians, estate trustees, successors and assigns, as the case may be.

(45) **Schedules** mean the schedules to this Settlement Agreement.

(46) **Settlement** means the settlement provided for in the Agreement.

(47) **Settlement Amount** means CAD\$17,000,000.00 to be paid by Agnico, inclusive of the Administration Expenses, Class Counsel Fees, and any other costs or expenses related to the Actions or the Settlement.

(48) **Settling Defendant** means Agnico.

(49) **Short Form Notice of Settlement Approval** means notice to the Class of the Approval Order, substantially in the form attached as Schedule “I” or fixed by the Courts.

(50) **Short Form Notice of Settlement Approval Hearing** means notice to the Class of the Approval Motion, substantially in the form attached as Schedule “E” or fixed by the Courts.

### **SECTION 3 - APPROVAL AND NOTICE PROCESS**

#### **3.1 Pre-Approval Motions and Notice**

(1) The Plaintiffs will, as soon as is reasonably possible following the execution of this Agreement, bring the Pre-Approval Motions. The Settling Defendant will consent to the Pre-

Approval Orders and will cause the Individual Defendants to consent to the Pre-Approval Orders.

(2) Upon the granting of the Pre-Approval Orders, Class Counsel or the Administrator, as the case may be, shall cause the Notice of Settlement Approval Hearing to be published and disseminated in accordance with the Plan of Notice as approved by the Courts, and the costs of so doing shall be paid as a Non-Refundable Expense as provided in section 4.1(1)(b).

### **3.2 Approval Motions and Notice**

(1) The Plaintiffs will thereafter bring the Approval Motions before the Courts in accordance with its directions. The Settling Defendant will consent to the Approval Orders and will cause the Individual Defendants to consent to the Approval Orders.

(2) The Ontario and Quebec orders approving the notices described in Section 3.1 herein shall be in substantially the form attached as Schedules F and G to this Agreement.

(3) Upon the granting of the Approval Orders, Class Counsel or the Administrator, as the case may be, shall cause the Short Form Notice of Settlement Approval and the Long Form Notice of Settlement Approval to be published and disseminated in accordance with the Plan of Notice as approved by the Courts, and the costs of so doing shall be paid as a Non-Refundable Expense as provided in section 4.1(1)(c).

### **3.3 Notice of Termination**

(1) If this Agreement is terminated after the Short Form Notice of Settlement Approval and the Long Form Notice of Settlement Approval has been published and disseminated, a notice of the termination will be given to the Class. Class Counsel or the Administrator, as the case may be, will cause the notice of termination, in a form approved by the Courts, to be published and disseminated as the Courts direct and the costs of so doing shall be paid as a Non-Refundable Expense as provided in section 4.1(1)(d).

## SECTION 4 - NON-REFUNDABLE EXPENSES

### 4.1 Payments

(1) Expenses reasonably incurred for the following purposes shall be Non-Refundable Expenses, and shall be payable from the Settlement Amount, as and when incurred:

- (a) the costs incurred in connection with establishing and operating the Escrow Account;
- (b) the costs of translation of this Settlement Agreement into French;
- (c) the costs incurred in publishing and distributing the Notice of Settlement Approval Hearing, including the associated professional fees and mailing expenses as may be applicable;
- (d) the costs incurred in publishing and distributing the Short Form Notice of Settlement Approval and the Long Form Notice of Settlement Approval, including the associated professional fees and mailing expenses as may be applicable;
- (e) if necessary, the costs incurred in publishing notice to the Class that the Agreement has been terminated, including the associated professional fees; and
- (f) if the Courts appoints the Administrator and thereafter the Agreement is terminated, the costs reasonably incurred by the Administrator for performing the services required to prepare to implement the Settlement, including any mailing expenses, to a maximum of \$40,000, whether or not a claim has been filed or reviewed, as approved by the Courts.

(2) In the event that this Agreement is terminated, Class Counsel shall account to the Courts and the Parties for all payments it makes from the Escrow Account by no later than ten (10) days after such termination.

#### **4.2 Disputes Concerning Non-Refundable Expenses**

(1) Any dispute concerning the entitlement to or quantum of Non-Refundable Expenses shall be dealt with by a motion to the Courts on notice to the Parties.

### **SECTION 5 - THE SETTLEMENT BENEFITS**

#### **5.1 Payment of Settlement Amount**

(1) Within thirty (30) days of the Execution Date, the Settling Defendant shall pay the Settlement Amount to Siskinds LLP for deposit into the Escrow Account, in full satisfaction of all of the Released Claims against the Releasees. (inclusive of all amounts, including interest and costs). The Settlement Amount shall be held for the benefit of the Class Members.

(2) The Releasees shall have no obligation to pay any amount in addition to the Settlement Amount, for any reason, pursuant to or in furtherance of this Settlement Agreement or the Actions.

#### **5.2 Escrow Account**

(1) Siskinds LLP, and then the Administrator after the Settlement becomes final, shall hold the Escrow Settlement Amount in the Escrow Account and shall not pay out any amount from the Escrow Account, except in accordance with the terms of this Agreement, or pursuant to an order of the Courts made on notice to the Parties.

#### **5.3 Taxes on Interest**

(1) Except as hereinafter provided, all interest earned on the monies in the Escrow Account shall accrue to the benefit of the Class and shall become and remain part of the Escrow Account.

(2) Except as provided in section 5.3(3), all taxes payable on any interest which accrues in relation to the Settlement Amount, shall be the responsibility of the Class and shall be paid by Siskinds LLP or the Administrator, as appropriate, from the Escrow Settlement Amount, or by the Class as the Administrator considers appropriate.

(3) If the Administrator or Siskinds LLP returns any portion of the Settlement Amount plus accrued interest to the Settling Defendant pursuant to the provisions of this Agreement, the taxes

payable on the interest portion of the returned amount shall be the responsibility of the Settling Defendant.

## **SECTION 6 - RELEASES AND JURISDICTION OF THE COURTS**

### **6.1 Release of Releasees**

(1) As of the Effective Date, in consideration of payment of the Settlement Amount and for other valuable consideration set forth in this Agreement, the Releasors forever and absolutely release and forever discharge the Releasees from the Released Claims that any of them, whether directly, indirectly, derivatively, or in any other capacity, ever had, now have, or hereafter can, shall or may have.

### **6.2 Mutual Release Between Releasees**

(1) As of the Effective Date, each of the Releasees, except the insurers and their insureds, forever and absolutely remise, release, waive and forever discharge the other Releasees, their successors and assigns of and from all claims, demands, actions, costs, and debts whatsoever in law or in equity arising from or relating to the Released Claims, save and except for any entitlements to indemnification. For greater clarity, nothing herein shall be taken as, or shall constitute, a release by any insured of rights he or she or it may have under any applicable policies of insurance.

### **6.3 No Further Claims**

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

### **6.4 Dismissal of the Actions**

(1) Upon the Effective Date, the Ontario Action shall be dismissed, with prejudice and without costs, as against the Releasees.

(2) Upon the Effective Date, the Quebec Action shall be settled, without costs and without reservation as against the Releasees, and the Parties shall sign and file a Declaration of Settlement Out of Court in the Quebec Court.

#### **6.5 No Claims in Interim**

(1) As of the date of this Agreement, Class Counsel do not represent the Plaintiffs in any other proceeding related to any matter at issue in these Actions.

### **SECTION 7 - NO REVERSION**

(1) Unless this Agreement is terminated as provided herein, the Settling Defendant shall not, under any circumstances, be entitled to the repayment of any portion of the Settlement Amount and then only to the extent of and in accordance with the terms provided herein.

### **SECTION 8 - DISTRIBUTION OF THE SETTLEMENT AMOUNT**

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

- (a) to pay Class Counsel Fees as approved by the Courts;
- (b) to pay all of the costs and expenses reasonably and actually incurred in connection with the provision of notices, locating Class Members for the sole purpose of providing notice to them, soliciting Class Members to submit a Claim Form, including the notice expenses reasonably and actually incurred by the Administrator and brokerage firms in connection with the provision of notice of this Settlement to Class Members (provided, however, that the Administrator shall not pay in excess of ten thousand Canadian dollars (\$10,000.00) in the aggregate to all brokerage firms and, if the aggregate amount claimed by such brokerage firms exceeds ten thousand Canadian dollars (\$10,000.00), then the Administrator shall distribute the sum of ten thousand Canadian dollars (\$10,000.00) to such brokerage firms on a *pro rata* basis). The Releasees are specifically excluded from eligibility for any payment of notice expenses under this subsection;



- (c) to pay all of the Administration Expenses. For greater certainty, the Releasees are specifically excluded from eligibility for any payment of costs and expenses under this subsection;
- (d) to pay any taxes required by law to be paid to any governmental authority;
- (e) to pay any amounts due to Fonds d'aide aux recours collectif in Québec;
- (f) to pay a *pro rata* share of the balance of the Escrow Settlement Amount to each Authorized Claimant in accordance with the Plan of Allocation; and
- (g) if necessary, to make any *cy près* distribution as contemplated herein.

## **SECTION 9 - EFFECT OF SETTLEMENT**

### **9.1 No Admission of Liability**

(1) The Plaintiffs and Releasees expressly reserve all of their rights if this Settlement Agreement is not approved, is terminated or otherwise fails to take effect for any reason. The Plaintiffs and the Releasees further agree that, whether or not this Settlement Agreement is finally approved, is terminated, or otherwise fails to take effect for any reason, this Settlement Agreement and anything contained herein, and any and all negotiations, documents, discussions and proceedings associated with this Settlement Agreement, and any action taken to carry out this Settlement Agreement, shall not be deemed, construed, or interpreted to be an admission of any fault, omission, liability or wrongdoing by any of the Releasees, including without limitation in connection with any statement (oral or written), release, document or financial report, or of the truth of any of the claims or allegations contained in the Actions, and in fact the Releasees continue to vigorously dispute, deny and contest the allegations made in the Actions.

### **9.2 Agreement Not Evidence**

(1) The Plaintiffs and the Releasees agree whether or not it is not approved, is terminated or otherwise fails to take effect for any reason, this Settlement Agreement and anything contained herein, and any and all negotiations, documents, discussions and proceedings associated with this Settlement Agreement, and any action taken to carry out this Settlement Agreement, shall not be referred to, offered as evidence or received in evidence in any pending or future civil, criminal or

administrative action or proceeding, except in a proceeding to approve and/or enforce this Settlement Agreement, or to defend against the assertion of Released Claims, or as otherwise required by law or as provided in this Settlement Agreement.

(2) Notwithstanding section 9.2(1), this Agreement may be referred to or offered as evidence in order to obtain the orders or directions from the Courts contemplated by this Agreement, in a proceeding to approve or enforce this Agreement, or to defend against the assertion of Released Claims, or as otherwise required by law.

### **9.3 Best Efforts**

(1) The Parties shall use their best efforts to implement the terms of this Agreement, until the date the Settlement becomes final or the termination of the Agreement, whichever occurs last. The Plaintiffs and the Settling Defendant agree, and the Settling Defendant shall cause Individual Defendants to agree, to hold in abeyance all steps in the Actions, including all discovery, other than those steps provided for in this Agreement (including the Pre-Approval Motions, the Approval Motions and such other proceedings required to implement the terms of this Agreement).

## **SECTION 10 - TERMINATION OF THE AGREEMENT**

### **10.1 General**

- (1) This Agreement shall, without notice, be automatically terminated if:
  - (a) orders substantially in the form of the Approval Orders are not granted by the Courts; or
  - (b) either of the Approval Orders is reversed on appeal and the reversal becomes a Final Order.
- (2) The failure of the Courts to approve in full the request by Class Counsel for Class Counsel Fees shall not be grounds to terminate this Agreement.
- (3) In the event this Agreement is terminated in accordance with its terms:

- (a) the Plaintiffs and the Defendants will be restored to their respective positions prior to the execution of this Agreement;
  - (b) the Escrow Settlement Amount will be returned to the Settling Defendant in accordance with section 10.2(2)(d) hereof;
  - (c) this Agreement will have no further force and effect and no effect on the rights of the Plaintiffs or the Defendants except as specifically provided for herein;
  - (d) all statutes of limitation applicable to the claims asserted in the Actions shall be deemed to have been tolled during the period beginning with the execution of this Agreement and ending with the day on which the orders contemplated by section 10.2(2)(c) are entered;
  - (e) any amounts paid for Non-Refundable Expenses pursuant to section 4.1(1) are non-recoverable from the Plaintiffs, the Class Members, the Administrator or Class Counsel; and
  - (f) this Agreement will not be introduced into evidence or otherwise referred to in any litigation against the Defendants.
- (4) Notwithstanding the provisions of section 10.1(3)(c), if this Agreement is terminated, the provisions of this section and sections 2, 4, 5.2, 5.3, 9.1, 9.2, 10.1(3), 10.2 and 15.4 and the Recitals applicable thereto shall survive termination and shall continue in full force and effect.

## **10.2 Allocation of Monies in the Escrow Account Following Termination**

- (1) The Administrator and Class Counsel shall account to the Courts and the Parties for the amounts maintained in the Escrow Account. If this Agreement is terminated, this accounting shall be delivered no later than ten (10) days after such termination.
- (2) If this Agreement is terminated, Class Counsel shall, within thirty (30) days after termination, apply to the Courts, on notice to the Plaintiffs and the Administrator, for an order:
  - (a) declaring this Agreement null and void and of no force or effect except for the provisions of those sections listed in section 10.1(4);

- (b) determining whether a notice of termination shall be sent out to the Class Members and, if so, the form and method of disseminating such a notice;
  - (c) requesting an order setting aside, *nunc pro tunc*, all prior orders or judgments entered by the Courts in accordance with the terms of this Agreement; and
  - (d) authorizing the payment of all funds in the Escrow Account, including accrued interest, to the Settling Defendant directly or indirectly, to the Escrow Account, as the case may be, minus any amounts paid out of the Escrow Account in accordance with this Agreement.
- (3) Subject to section 10.3, the Plaintiffs and the Settling Defendant shall consent, and the Settling Defendant shall cause Individual Defendants to consent, to the orders sought in any motion made by Class Counsel pursuant to section 10.2.

### **10.3 Disputes Relating to Termination**

- (1) If there is any dispute about the termination of this Agreement, the Courts shall determine any dispute by motion on notice to the Parties.

## **SECTION 11 - DETERMINATION THAT THE SETTLEMENT IS FINAL**

- (1) The Settlement shall be considered final on the Effective Date.
- (2) Within ten (10) days after the Effective Date, Siskinds LLP shall transfer the Escrow Settlement Amount to the Administrator, net of the Class Counsel Fees approved by the Courts.

## **SECTION 12 - ADMINISTRATION**

### **12.1 Appointment of the Administrator**

- (1) The Courts will appoint the Administrator to serve until such time as the Escrow Settlement Amount is distributed in accordance with the Plan of Allocation, to implement the Agreement and the Plan of Allocation, on the terms and conditions and with the powers, rights, duties and responsibilities set out in this Agreement and in the Plan of Allocation.

(2) If the Agreement is terminated, the Administrator's fees, disbursements and taxes will be fixed as set out in section 4.1.

(3) If the approval of the Settlement becomes final as contemplated by section 11, the Courts will fix the Administrator's compensation and payment schedule.

## **12.2 Information and Assistance from the Defendants**

(1) The Settling Defendant agrees to provide, or to instruct its transfer agent to provide, a list of all persons identified in its records who may be Class Members, along with such information as may be available to facilitate the delivery of notice to those persons (referred to herein as the "Shareholder List").

(2) The Settling Defendant agrees to make reasonable efforts to answer any reasonable inquiry from Class Counsel and/or the Administrator in order to facilitate the administration and implementation of this Agreement, the Plan of Notice and the Plan of Allocation.

(3) Class Counsel and/or the Administrator may use the Shareholder List and other information obtained in accordance with sections 12.2(1) and 12.2(2) for the purpose of delivering the Notice of Settlement Approval Hearing, the Short Form Notice of Settlement Approval and the Long Form Notice of Settlement Approval and for the purposes of administering and implementing this Agreement, the Plan of Notice and the Plan of Allocation.

(4) Any information obtained or created in the administration of this Agreement is confidential and, except as required by law, shall be used and disclosed only for the purpose of distributing notices and the administration of this Agreement and the Plan of Allocation.

## **12.3 Claims Process**

(1) In order to seek payment from the Settlement Amount, a Class Member must submit a completed Claim Form to the Administrator, in accordance with the provisions of the Plan of Allocation, on or before the Claims Bar Deadline. Class Members shall be bound by the terms of this Settlement Agreement regardless of whether they submit a completed Claim Form or receive payment from the Settlement Amount.

(2) In order to remedy any deficiency in the completion of a Claim Form, the Administrator may require and request that additional information be submitted by a Class Member who submits a Claim Form. Such Class Members shall have until the later of thirty (30) days from the date of the request from the Administrator or the Claims Bar Deadline to rectify the deficiency. Any person who does not respond to such a request for information within this period shall be forever barred from receiving any payments pursuant to the Settlement, subject to any order of the Courts to the contrary, but will in all other respects be subject to, and bound by, the provisions of this Agreement and the releases contained herein.

(3) By agreement between the Administrator and Class Counsel, the Claims Bar Deadline may be extended. Class Counsel and the Administrator shall agree to extend the Claims Bar Deadline if, in their opinions, doing so will not adversely affect the efficient administration of the Settlement and it is in the best interests of the Class to do so.

#### **12.4 Conclusion of the Administration**

(1) Following the Claims Bar Deadline, and in accordance with the terms of this Agreement, the Plan of Allocation, and such further approvals or orders of the Courts as may be necessary, or as circumstances may require, the Administrator shall distribute the Escrow Settlement Amount to Authorized Claimants.

(2) No claims or appeals shall lie against Class Counsel or the Administrator based on distributions made substantially in accordance with the Agreement, the Plan of Allocation, or with any other order or judgment of the Courts.

(3) If the Escrow Settlement Account is in a positive balance (whether by reason of tax refunds, un-cashed cheques or otherwise) after one hundred and eighty (180) days from the date of distribution of the Escrow Settlement Amount to the Authorized Claimants, the Administrator shall, if feasible, allocate such balance among Authorized Claimants in an equitable and economic fashion. Any balance below \$25,000.00 which still remains thereafter shall be distributed *cy pres* to a recipient to be approved by the Courts.

(4) Upon the conclusion of the administration, or at such other time as the Courts direct, the Administrator shall report to the Courts on the administration and shall account for all monies it

has received, administered and disbursed and obtain an order from the Courts discharging it as Administrator.

### **SECTION 13 - THE PLAN OF ALLOCATION**

(1) At the hearing of the motions for the Approval Orders, the Plaintiffs shall seek the Courts' approval of the Plan of Allocation. The approval of the Plan of Allocation is not a condition of the Settlement and its approval may be considered separately from that of the Settlement.

(2) The procedure for, and the allowance or disallowance by the Courts of the approval of the Plan of Allocation is to be considered by the Courts separately from their consideration of the fairness, reasonableness and adequacy of the Settlement provided for herein.

(3) Any order or proceeding relating solely to the Plan of Allocation, or any appeal from any order relating thereto or reversal or modification thereof, shall not operate to terminate or cancel this Agreement or affect or delay the finality of the Approval Orders and the Settlement of the Actions provided herein.

(4) The Releasees shall have no obligation to consent to, but shall not oppose, the Courts' approval of the Plan of Allocation. In particular, the Settling Defendant shall cause Individual Defendants not to oppose the Courts' approval of the Plan of Allocation.

(5) Unless directed to do so by the Courts, the Releasees will not make any submissions to the Courts relating to the Plan of Allocation.

(6) Sections 13(4) and (5) are not an acknowledgement by the Class or Class Counsel that the Releasees have standing to make any submissions to the Courts about the Plan of Allocation.

### **SECTION 14 - THE FEE AGREEMENT AND CLASS COUNSEL FEES**

#### **14.1 Motion for Approval of Class Counsel Fees**

(1) At the hearing of the Approval Motions by the Courts, Class Counsel may seek the approval of Class Counsel Fees to be paid as a first charge on the Settlement Amount. Class Counsel are not precluded from making additional motions to the Courts for expenses incurred as

a result of implementing the terms of the Agreement. All amounts awarded on account of Class Counsel Fees shall be paid from the Settlement Amount.

(2) The Settling Defendant and Releasees acknowledge that they are not parties to the motions concerning the approval of Class Counsel Fees, they will have no involvement in the approval process to determine the amount of Class Counsel Fees and they will not take any position or make any submissions to the Courts concerning Class Counsel Fees.

(3) The procedure for, and the allowance or disallowance by the Courts of, any requests for Class Counsel Fees to be paid out of the Settlement Amount are not part of the Settlement provided for herein, except as expressly provided in section 8(1), and are to be considered by the Courts separately from its consideration of the fairness, reasonableness and adequacy of the Settlement provided for herein.

(4) Any order or proceeding relating to Class Counsel Fees, or any appeal from any order relating thereto or reversal or modification thereof, shall not operate to terminate or cancel this Agreement or affect or delay the finality of the Approval Orders and the Settlement of the Actions provided herein.

#### **14.2 Payment of Class Counsel Fees**

(1) In accordance with section 11(2), after the Effective Date, Siskinds LLP shall be entitled to deduct the Class Counsel Fees approved by the Courts from the Escrow Settlement Amount prior to transferring the balance of the Escrow Settlement Amount to the Administrator. Class Counsel Fees shall be reimbursed and paid solely out of the Escrow Account after the Effective Date. No Class Counsel Fees shall be paid from the Escrow Account prior to the Effective Date.

### **SECTION 15 - MISCELLANEOUS**

#### **15.1 Motions for Directions**

(1) Any one or more of the Parties, Class Counsel or the Administrator may apply to the Courts for directions in respect of any matter in relation to this Agreement and the Plan of Allocation. Unless the Courts order otherwise, motions for directions that do not relate specifically to matters affecting the Québec Action shall be determined by the Ontario Court.



- (2) All motions contemplated by this Agreement shall be on notice to the Parties.

### **15.2 Releasees Have No Responsibility or Liability for Administration**

- (1) Except for the obligation to pay the Settlement Amount and provide the information and assistance contemplated by sections 12.2(1) and 12.2(2), the Releasees shall have no responsibility for and no liability whatsoever with respect to the administration or implementation of this Agreement and the Plan of Allocation, including, without limitation, the processing and payment of claims by the Administrator.

### **15.3 Headings, etc.**

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

#### **15.4 Governing Law**

(1) The Agreement shall be governed by and construed and interpreted in accordance with the laws of the Province of Ontario.

(2) The Parties agree that the Ontario Court shall retain exclusive and continuing jurisdiction over the Ontario Action and Ontario Class Members to interpret and enforce the terms, conditions and obligations under this Agreement and the Ontario Approval Order with respect to Ontario Class Members.

(3) The Parties agree that the Québec Court shall retain exclusive and continuing jurisdiction over the Québec Action and Québec Class Members to interpret and enforce the terms, conditions and obligations under this Agreement and the Québec Approval Order with respect to Québec Class Members.

#### **15.5 Severability**

(1) Any provision hereof that is held to be inoperative, unenforceable or invalid in any jurisdiction shall be severable from the remaining provisions which shall continue to be valid and enforceable to the fullest extent permitted by law.

#### **15.6 Entire Agreement**

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

#### **15.7 Binding Effect**

(1) If the Settlement is approved by the Courts and becomes final as contemplated in Section 12, this Agreement shall be binding upon, and enure to the benefit of, the Plaintiffs, the Class Members, the Settling Defendant, the Individual Defendants, the Releasees, the Releasors, their insurers and all of their respective heirs, executors, predecessors, successors and assigns.

Without limiting the generality of the foregoing, each and every covenant and agreement made herein by the Plaintiffs shall be binding upon all Releasors and each and every covenant and agreement made herein by the Settling Defendant shall be binding upon all of the Releasees.

### **15.8 Survival**

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

### **15.9 Negotiated Agreement**

(1) This Agreement and the underlying settlement have been the subject of arm's-length negotiations and many discussions among the Parties and their counsel. Each of the Parties has been represented and advised by competent counsel, so that any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafters of this Agreement shall have no force and effect. The Parties further agree that the language contained in or not contained in previous drafts of the Agreement, or any agreement in principle, shall have no bearing upon the proper interpretation of this Agreement.

### **15.10 Recitals**

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

### **15.11 Acknowledgements**

- (1) Each Party hereby affirms and acknowledges that:
- (a) the Party's signatory has the authority to bind the Party with respect to the matters set forth herein and has reviewed this Agreement; and
  - (b) the terms of this Agreement and the effects thereof have been fully explained to the Party by his or its counsel.

### **15.12 Authorized Signatures**

(1) Each of the undersigned represents that he is fully authorized to enter into the terms and conditions of, and to execute, this Agreement on behalf of the Party for whom he is signing.

### **15.13 Counterparts**

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

### **15.14 Confidentiality and Communications**

(1) In any public discussion of, comment on, press release or other communication of any kind (with the media or otherwise) about this Agreement and Plan of Allocation, the Parties and their respective counsel agree and undertake to describe the Settlement and the terms of this Agreement as fair, reasonable and in the best interests of the Class.

(2) The Parties' obligations under this Section shall not prevent them, or any of them, from reporting to their clients, from complying with any order of the Courts, or from making any disclosure or comment required by this Agreement, or from making any necessary disclosure or comment for the purposes of any applicable securities or tax legislation or from making any disclosure or comment to Class Members or the Courts or for the purposes of any proceedings as between the Releasees.

(3) Without limiting the generality of the foregoing, the Parties specifically agree that the Parties will not make any public statements, comment or any communication of any kind about any negotiations or information exchanged as part of the settlement process. In addition, to the extent that there is public discussion of, comment on or communication of any kind about this Settlement Agreement, the Parties and their counsel agree and undertake to describe the Settlement Agreement as fair, reasonable and in the best interests of the Class.

### **15.15 Notice**

(1) Any notice, instruction, motion for Courts' approval or motion for directors or Courts' orders sought in connection with this Agreement or any other report or document to be given by any party to any other party shall be in writing and delivered personally, by facsimile or e-mail during normal business hours, or sent by registered or certified mail, or courier postage paid:

For Plaintiffs and Class Counsel:  
Michael G. Robb  
Ronald Podolny

Siskinds LLP  
680 Waterloo Street  
London, ON B6A 3V8

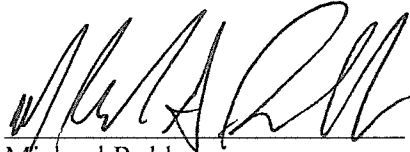
Telephone: 519-660-7872  
Fax: 519-660-7873  
Email: michael.robb@siskinds.com

For Defendants:  
James Doris  
Luis Sarabia  
Chantelle Spagnola  
Davies Ward Phillips & Vineberg LLP  
155 Wellington Street West  
Toronto, ON M5V 3J7

Telephone: 416-367-6919  
Fax: 416-863-0871

The Parties have executed the Agreement effective as of the date on the cover page.

**For the Plaintiffs, AFA Livförsäkringsaktiebolag, AFA Sjukförsäkringsaktiebolag, AFA Trygghetsförsäkringsaktiebolag Kollektivavtalsstiftelsen Trygghetsfonden TSL and William Leslie, and the Ontario Class Members**

Per:   
Michael Robb  
Partner, Siskinds LLP

**For the Plaintiff, Jean-Paul Delaire, and the Quebec Class Members**

Per: \_\_\_\_\_  
Name:  
Title:  
Siskinds, Desmeules, Avocats, sncrl

**For the Defendant, Agnico Eagle Mines Limited**


Per: \_\_\_\_\_  
Name:  
Title:  
Davies Ward Phillips & Vineberg LLP

The Parties have executed the Agreement effective as of the date on the cover page.

**For the Plaintiffs, AFA Livförsäkringsaktiebolag, AFA Sjukförsäkringsaktiebolag, AFA Trygghetsförsäkringsaktiebolag Kollektivavtalsstiftelsen Trygghetsfonden TSL and William Leslie, and the Ontario Class Members**

Per: \_\_\_\_\_  
Michael Robb  
Partner, Siskinds LLP

**For the Plaintiff, Jean-Paul Delaire, and the Quebec Class Members**

Per:   
Name: SAMY ELNEMR  
Title: LAWYER  
Siskinds, Desmeules, Avocats, sncrl

**For the Defendant, Agnico Eagle Mines Limited**

Per: \_\_\_\_\_  
Name:  
Title:  
Davies Ward Phillips & Vineberg LLP

The Parties have executed the Agreement effective as of the date on the cover page.

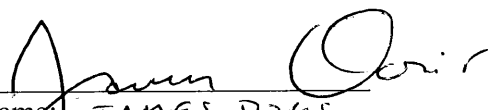
**For the Plaintiffs, AFA Livförsäkringsaktiebolag, AFA Sjukförsäkringsaktiebolag, AFA Trygghetsförsäkringsaktiebolag Kollektivavtalsstiftelsen Trygghetsfonden TSL and William Leslie, and the Ontario Class Members**

Per: \_\_\_\_\_  
Michael Robb  
Partner, Siskinds LLP

**For the Plaintiff, Jean-Paul Delaire, and the Quebec Class Members**

Per: \_\_\_\_\_  
Name:  
Title:  
Siskinds, Desmeules, Avocats, sncrl

**For the Defendant, Agnico Eagle Mines Limited**

Per:   
Name: JAMES DOMS  
Title: PARTNER  
Dawgs Ward Phillips & Vineberg LLP



# SCHEDULE "A"

Court File No.: CV-12-448410-00CP

## ONTARIO SUPERIOR COURT OF JUSTICE

THE HONOURABLE ) \_\_\_\_\_,THE \_\_\_\_\_  
)  
JUSTICE EDWARD P. BELOBABA )  
) DAY OF \_\_\_\_\_, 2015

B E T W E E N :

AFA LIVFÖRSÄKRINGSAKTIEBOLAG, AFA SJUKFÖRSÄKRINGSAKTIEBOLAG, AFA  
TRYGGHETSFÖRSÄKRINGSAKTIEBOLAG, KOLLEKTIVAVTALSSTIFTELSEN  
TRYGGHETSFONDEN TSL and WILLIAM LESLIE  
Plaintiffs

- and -

AGNICO-EAGLE MINES LIMITED,  
SEAN BOYD, EBERHARD SCHERKUS and AMMAR AL-JOUNDI  
Defendants

### ORDER

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

**ON READING** the materials filed, including the Settlement Agreement, dated October ●, 2015, attached hereto as **Schedule "A"** (the "Settlement Agreement") and on hearing the submissions of Counsel for the Plaintiffs and Counsel for the Defendants; and

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

1. **THIS COURT ORDERS** that except as otherwise stated, this Order incorporates and adopts the definitions set out in the Settlement Agreement.
2. **THIS COURT ORDERS** that the Settlement Approval Hearing and the hearing of the Plaintiffs' motion for approval of Class Counsel Fees shall take place on January 20, 2016.
3. **THIS COURT ORDERS** that the form and content of the Short Form Notice of Settlement Approval Hearing, substantially in the form attached hereto as **Schedule "B"**, is hereby approved.
4. **THIS COURT ORDERS** that the form and content of the Long Form Notice of Settlement Approval Hearing, substantially in the form attached hereto as **Schedule "C"**, is hereby approved.
5. **THIS COURT ORDERS** that the Short Form Notice of Settlement Approval Hearing and the Long Form Notice of Settlement Approval Hearing shall be published and disseminated in accordance with the Plan of Notice attached hereto as **Schedule "D"**.
6. **THIS COURT ORDERS** that Class Members who wish to file with the Court an objection or comment on the Settlement or the request for approval of Class Counsel Fees shall deliver a written statement to Class Counsel, at the address indicated in the Notice of Settlement Approval Hearing, no later than ●.
7. **THIS COURT ORDERS** that RicePoint Administration Inc. is appointed as the Administrator pursuant to the Settlement Agreement.

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

AFA LIVFÖRSÄKRINGSAKTIEBOLAG  
Plaintiff

AGNICO-EAGLE MINES LIMITED, et al.  
and Defendant

Court File No.: CV-12-448410-00CP

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

Proceeding commenced at Toronto

Proceeding under the *Class Proceedings Act*, 1992

**ORDER**

**Siskinds LLP**

Barristers & Solicitors  
680 Waterloo Street  
P.O. Box 2520  
London, ON N6A 3V8

**Michael G. Robb (LSUC #: 45787G)**

Tel: 519-660-7872  
Fax: 519-660-7873

100 Lombard Street, Suite 302  
Toronto, ON M5C 1M3

**Ronald Podolny (LSUC #: 56908C)**

Tel: 416-594-4398  
Fax: 416-594-4399

Lawyers for the Plaintiff

# SCHEDULE " B "

## COUR SUPÉRIEURE

CANADA  
PROVINCE DE QUÉBEC  
DISTRICT DE QUÉBEC

No: 200-06-000142-128

DATE: • novembre 2015

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**SOUS LA PRÉSIDENTE DE : L'HONORABLE ROBERT DUFRESNE, J.C.S.**

---

**JEAN-PAUL DELAIRE**

*Requérant*

c.

**MINES AGNICO-EAGLE LIMITÉE**

et

**SEAN BOYD**

et

**EBERHARD SCHERKUS**

et

**AMMAR AL-JOUNDI**

*Intimés*

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### **JUGEMENT APPROUVANT LES AVIS AUX MEMBRES**

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1. **CONSIDÉRANT** que le Requérant demande qu'une date soit fixée pour l'audition visant l'approbation de la transaction;
2. **CONSIDÉRANT** que le Requérant demande l'approbation des avis aux membres ainsi que la méthode de diffusion des avis;

3. **CONSIDÉRANT** les documents déposés, incluant l'Entente de Règlement datée du ● octobre 2015, ci-jointe à titre d'Annexe A;
4. **CONSIDÉRANT** les représentations des parties;
5. **CONSIDÉRANT** que les Intimés consentent aux conclusions recherchées;

**POUR CES MOTIFS, LA COUR :**

6. **DÉCLARE** qu'aux fins de ce Jugement, sauf indications contraires, les définitions prévues dans l'Entente de Règlement s'appliquent et sont incorporées au présent Jugement;
7. **ORDONNE** que l'audition pour l'approbation de la transaction ainsi que l'audition portant sur la requête pour approbation des honoraires des procureurs en demande soit fixée au 27 janvier 2016;
8. **APPROUVE** la forme et le contenu de l'Avis aux membres abrégé, en substance sous la forme de l'Annexe B ci-jointe;
9. **APPROUVE** la forme et le contenu de l'Avis aux membres au long, en substance sous la forme de l'Annexe C ci-jointe;
10. **ORDONNE** que les Avis aux membres abrégé et au long soient publiés et diffusés en conformité avec le Plan de diffusion ci-joint à titre d'Annexe D;
11. **ORDONNE** que les Membres du Groupe qui désirent déposer au Tribunal une opposition ou qui désirent commenter la transaction ou la requête pour approbation des honoraires des procureurs en demande doivent transmettre un écrit aux procureurs en demande à l'adresse indiquée dans l'Avis aux membres au plus tard le ●;
12. **ORDONNE** que ● soit désigné à titre d'Administrateur de l'Entente de Règlement.

**LE TOUT SANS FRAIS.**

---

L'Honorable Robert Dufresne, J.C.S.

# SCHEDULE " C "

## PLAN OF NOTICE

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

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

### **PART 1 – FIRST NOTICE**

#### Individual Notice

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

#### Internet Publication

Electronic publication of the Long Form Notice of Settlement Approval Hearing will occur in both the English and French languages on [www.classaction.ca](http://www.classaction.ca).

#### Newspaper Publication

Print publication of the Short Form Notice of Settlement Approval Hearing will be at least ¼ newsprint page in size and will occur at least thirty (30) days prior to the first Approval Hearing. Publication will be made:

- (a) in Canada, in the English language in the business/legal sections of the national weekend editions of *The Globe and Mail*, *The National Post*; and
- (b) in Canada, in the French language in the business section of *La Presse*.

#### Class Counsel

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

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

In addition, the public may view or obtain copies of the Settlement Agreement and proposed Plan of Allocation from the website of Siskinds LLP: [www.classaction.ca](http://www.classaction.ca).

### **PART 2 – SECOND NOTICE**

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

Print publication of the Short Form Notice of Settlement will be at least a ¼ page in size and will occur as soon as possible following the date of the last Approval Order, and, in any event, no later than fourteen (14) days following that date. Print publication will be made in Canada, in

the English language in the business/legal sections of the national weekend editions of *The Globe and Mail*, *The National Post* and in the French language in the business section of *La Presse*.

The English and French language versions of the Short Form Notice of Settlement will also be issued (with necessary formatting modifications) across *Marketwire*, a major business newswire in Canada.

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

Internet Publication

The Long Form Notice of Settlement will be posted, in both the English and French languages, on:

- (a) [www.classaction.ca](http://www.classaction.ca); and
- (b) the website of the Administrator.

**Individual Notice**

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

1. The Administrator shall mail the Long Form Notice of Settlement and the Claim Form to individuals and entities identified as a result of Agnico's counsel delivering to Class Counsel and the Administrator of a computerized list in the possession of Agnico's transfer agent containing the names and addresses of persons that obtained Shares during the Class Period; and
2. The Administrator shall send the Long Form Notice of Settlement and the Claim Form to the brokerage firms in the Administrator's proprietary databases requesting that the brokerage firms either send a copy of the Long Form Notice of Settlement and the Claim Form to all individuals and entities identified by the brokerage firms as being Class Members, or to send the names and addresses of all known Class Members to the Administrator who shall mail the Long Form Notice of Settlement and the Claim Form to the individuals and entities so identified.

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

Class Counsel shall make a toll-free number and email address available to the public that will enable Class Members to obtain more information about the settlement, the claims process, and to request that a copy of the Settlement Agreement, Long Form Notice of Settlement and the Claim Form be sent electronically or physically to them directly. Additionally, the public may view or obtain from the website of Siskinds LLP: [www.classaction.ca](http://www.classaction.ca), copies of the Settlement Agreement, Long Form Notice of Settlement and the Claim Form.



# SCHEDULE "D"

## NOTICE OF MOTION FOR SETTLEMENT APPROVAL IN THE AGNICO EAGLE MINES LIMITED SECURITIES CLASS ACTIONS

READ THIS NOTICE CAREFULLY. IT MAY AFFECT YOUR RIGHTS.

This notice is directed to all persons, wherever they may reside or be domiciled, who acquired securities of Agnico Eagle Mines Limited either:

- over the TSX, Chi-X, Alpha, Omega, TriAct, TMX Select, Pure Trading, Liquidnet and Instinet Canada trading platforms between, and including, March 26, 2010 and October 18, 2011 (the “**Class Period**”); or
- in exchange for securities of Comaplex Minerals Corp. by way of a plan of arrangement pursuant to the Alberta Business Corporations Act completed on or around July 6, 2010;

**and** continued to hold some or all of those securities on one or both of July 28, 2011 and October 19, 2011 (the “**Class Members**”), except for Excluded Persons.

In March 2012, the Plaintiffs, AFA Livförsäkringsaktiebolag, AFA Sjukförsäkringsaktiebolag, AFA Trygghetsförsäkringsaktiebolag, Kollektivavtalsstiftelsen Trygghetsfonden TSL (collectively referred to as AFA Insurance), and William Leslie commenced an action in the Ontario Superior Court of Justice (the “**Ontario Action**”) against Agnico Eagle Mines Limited (“**Agnico**”), as well as Sean Boyd, Eberhard Scherkus and Ammar Al-Joundi (the “**Releasees**”). In October 2012, the Plaintiff, Jean-Paul Delaire brought a similar action in the Quebec Superior Court (the “**Quebec Action**”). The claims being pursued in these actions are claims for damages or restitution for losses suffered as a result of Agnico’s alleged failure to disclose ongoing operational issues at its Goldex mine prior to the suspension of mining operations at the Goldex mine in October 2011.

On April 17, 2013, the Ontario Superior Court of Justice (“**Ontario Court**”) certified the Ontario Action proceeding as a class action on consent. Certification by the Ontario Court is not a decision on the merits of the class action.

On October 1, 2013, the Superior Court of Quebec (“**Quebec Court**” and, together with the Ontario Court, the “**Courts**”) authorized the bringing of a class action comprised of persons who are resident or domiciled in the Province of Quebec at the time they purchased or acquired Agnico securities and who are not precluded from participating in a class action by virtue of Article 999 of the *Québec Code of Civil Procedure*, RSQ, c C-25, but excluding the Excluded Persons.

On October 9, 2015, the Plaintiffs and Agnico executed a Settlement Agreement (the “**Settlement Agreement**”) providing for the settlement of the class actions as against Agnico and the dismissal of the class actions as against Agnico and the Releasees (the “**Settlement**”). The settlement is subject to the approval of the Courts. The Settlement Agreement provides for the payment of CDN\$17,000,000.00 (the “**Settlement Amount**”) by Agnico in consideration for full and final settlement of the claims of Class Members. The Settlement Amount includes all legal fees, disbursements, taxes and administration expenses. In return for the payment of the Settlement Amount by Agnico, Agnico and the Releasees will receive releases and a dismissal of

the class actions. The Settlement is a compromise of disputed claims and is not an admission of liability, wrongdoing or fault on the part of Agnico or any of the Releasees, all of whom have denied, and continue to deny, the allegations against them.

● has been appointed by the Court as the Administrator for the Settlement.

### **Settlement Approval Hearings Will Be Held in Toronto, Ontario and Val-D'Or, Quebec**

The Settlement must be approved by the Courts before it can be implemented.

Class Members resident in Quebec may, but are not required to, attend at the settlement approval hearing which will be held on ● at ●am (EST), at ●, Val-d'Or, Quebec.

All other Class Members may, but are not required to, attend at the settlement approval hearing which will be held on ● at 10:00am (EST), at Osgoode Hall, 130 Queen Street West, Toronto, Ontario.

Class Members who approve of or do not oppose the Settlement do not need to appear at settlement approval hearings or take any other action at this time.

In addition to seeking the Courts' approval of the Settlement, Siskinds LLP and Siskinds, Desmeules, Avocats, sncrl (together, "**Class Counsel**") will seek the Courts' approval of their legal fees not to exceed ●% of the Settlement Amount, plus disbursements and applicable taxes ("**Class Counsel Fees**") at the settlement approval hearings. The fees of the Administrator, together with any other costs relating to approval, notification, implementation and administration of the Settlement ("**Administration Expenses**"), will also be paid from the Settlement Amount. Class Counsel Fees and Administration Expenses will be deducted from the Settlement Amount before it is distributed to Class Members.

### **Terms of the Settlement Agreement**

The Settlement Amount, after deduction of Class Counsel Fees and Administration Expenses (the "**Net Settlement Amount**"), will be distributed to Class Members in accordance with the Plan of Allocation which is also subject to Courts' approval.

The amount of each Class Member's actual compensation from the Net Settlement Amount will depend upon: (i) the date on which Agnico securities were acquired by the Class Member; (ii) the date on which Agnico securities were disposed of by the Class Member; and (ii) the number of Agnico securities held by the Class Member during the Class Period. It is therefore not possible to predict what any individual Class Member's share of the Net Settlement Amount will be.

If the Courts approve the Settlement, Class Members may participate in the Settlement by filing a claim for compensation. All Class Members will be bound by the terms of the Settlement, regardless of whether they submit a claim for compensation or receive payment from the Settlement Amount. Class Members will not be able to bring or maintain any other claim or legal proceeding against Agnico or the Releasees or any other person released by the Settlement in relation to the matters alleged in the class actions.

If the Settlement is approved, another notice to Class Members will be published which will provide instructions on how to make a claim to receive compensation from the Settlement. To ensure that you receive that notice, you may wish to contact Class Counsel at the contact information provided below.

Copies of the Settlement Agreement and the proposed Plan of Allocation may be found on the websites of Class Counsel at [www.siskinds.com](http://www.siskinds.com) and [www.classaction.ca](http://www.classaction.ca) or by contacting Class Counsel at the contact information provided below.

### **Class Members May Object to the Settlement**

Class Members who wish to comment on or object to the Settlement should do so in writing. All objections should be received by Class Counsel (contact details below) no later than ●. Class Counsel will file all such submissions with the Court. You may attend at the Settlement approval hearings whether or not you deliver an objection. The Courts may permit you to participate in the settlement approval hearings whether or not you deliver an objection.

A written objection should use the heading “Agnico Class Action” and should include: (i) the Class Member’s name, address, telephone number, fax number (where applicable) and email address; (ii) a brief statement outlining the nature of, and reasons for, the objection; and (iii) a statement as to whether the objector intends to appear at the Settlement approval hearings in person or through a lawyer and, if through a lawyer, the name, address, telephone number, fax number and email address of the lawyer.

Questions related to this Notice or the Settlement should NOT be addressed to the Courts.

For further information, please contact Class Counsel at:

Siskinds LLP Nicole Young 680 Waterloo Street London, ON N6A 3V8 Tel: 1-877-672-2121 x 2380 Fax: 519-672-6065 Email: <a href="mailto:nicole.young@siskinds.com">nicole.young@siskinds.com</a>	Siskinds, Desmeules, Avocats, sencl 480, Saint-Laurent, suite 501 Montreal, QC, H2Y 3Y7 Tel: 1-514-849-1970 Email: <a href="mailto:siskindsmontreal@siskindsdesmeules.com">siskindsmontreal@siskindsdesmeules.com</a>
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or visit Class Counsel’s website at [www.siskinds.com](http://www.siskinds.com) or [www.classaction.ca](http://www.classaction.ca).

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

# SCHEDULE " E "

## Did you purchase the shares of Agnico-Eagle Mines Limited between March 26, 2010 and October 18, 2011?



A settlement has been reached in the class actions against Agnico arising from Agnico's alleged failure to disclose operational issues at its Goldex mine before the mine's closure in 2011. Agnico has agreed to pay \$17,000,000. The settlement is a compromise of disputed claims and is not an admission of liability or wrongdoing by Agnico.

The settlement must be approved by the Ontario and Quebec Courts. Settlement approval hearings have been set for ●, 2015 in Toronto and ●, 2015 in Val-d'Or. At the hearings, the Courts will also address a motion to approve Class Counsel's fees, which will not exceed ●% of the recovery plus reimbursement for expenses incurred in the litigation.

Class members may express their views about the proposed settlement to the Courts. If you wish to do so, you must act by ●, 2015. For more information about your rights and how to exercise them, see the long-form notice available online at <http://www.siskinds.com/agnico-eagle-mines-ltd-2/> or toll-free at: 1-877-672-2121 x 2380.



1. **THIS COURT ORDERS** that except as otherwise stated, this Order incorporates and adopts the definitions set out in the Settlement Agreement.
2. **THIS COURT ORDERS** that the Settlement Agreement is fair, reasonable and in the best interests of the Class.
3. **THIS COURT ORDERS** that the Settlement Agreement is approved pursuant to section 29 of the *Class Proceedings Act, 1992*, S.O. 1992, c. 6.
4. **THIS COURT ORDERS** that all provisions of the Settlement Agreement (including the Recitals and Definitions) form part of this Order and are binding upon Agnico in accordance with the terms thereof, and upon the Plaintiffs and all Class Members that did not opt-out of this Action in accordance with the Order of the Ontario Superior Court of Justice dated April 17, 2013, including those persons that are minors or mentally incapable.
5. **THIS COURT ORDERS** that in the event of a conflict between this Order and the Settlement Agreement, this Order shall prevail.
6. **THIS COURT ORDERS** that compliance with requirements of Rules 7.04(1) and 7.08(4) of the *Rules of Civil Procedure*, RRO 1990, Reg. 194 is hereby dismissed.
7. **THIS COURT ORDERS** that the Settlement Agreement shall be implemented in accordance with its terms.
8. **THIS COURT ORDERS** that the Plan of Allocation, attached hereto as **Schedule “A”** is fair and appropriate.

9. **THIS COURT ORDERS** that the Plan of Allocation is approved and that the Settlement Amount shall be distributed in accordance with the terms of the Settlement Agreement, following payment of Class Counsel Fees (to be approved) and Administration Expenses.
10. **THIS COURT ORDERS** that the Plan of Notice, attached hereto as **Schedule “B”**, is hereby approved for the purpose of the publication and dissemination of the Short Form Notice of Settlement, Long Form Notice of Settlement and Claim Form.
11. **THIS COURT ORDERS** that the form and content of the Short Form Notice of Settlement attached hereto as **Schedule “C”** is hereby approved.
12. **THIS COURT ORDERS** that the form and content of the Long Form Notice of Settlement attached hereto as **Schedule “D”** is hereby approved.
13. **THIS COURT ORDERS** that the form and content of the Claim Form, attached hereto as **Schedule “E”** is hereby approved.
14. **THIS COURT ORDERS** that the Plaintiffs and Agnico may, on notice to the Court but without the need for further order of the Court, agree to reasonable extensions of time to carry out any provisions of the Settlement Agreement.
15. **THIS COURT ORDERS** that, other than that which has been provided in section 4.1 of the Settlement Agreement, the Releasees have no responsibility for and no liability whatsoever with respect to the administration of the Settlement Agreement.
16. **THIS COURT ORDERS** that, upon the Effective Date, the Releasors under the Settlement Agreement shall release and discharge, and shall be conclusively deemed to

have fully, finally and forever released and discharged the Releasees from the Released Claims in the Settlement Agreement.

17. **THIS COURT ORDERS** that, upon the Effective Date, each of the Releasees, except the insurers and their insureds, shall forever and absolutely remise, release, waive and forever discharge the other Releasees, their successors and assigns of and from all claims, demands, actions, costs, and debts whatsoever in law or in equity arising from or relating to the Released Claims, save and except for any entitlements to indemnification.
18. **THIS COURT ORDERS** that, upon the Effective Date, the Releasors and Class Counsel shall not institute, continue, maintain or assert, either directly or indirectly, whether in Canada or elsewhere, on their own behalf or on behalf of any class or any other person, any action, suit, cause of action, claim or demand against any Releasee, or any other person who may claim contribution or indemnity or other claims over relief from any Releasee, in respect of any Released Claim or any matter related thereto.
19. **THIS COURT ORDERS** that the approval of the Settlement Agreement is contingent upon approval by the Quebec Court, and the terms of this Order shall not be effective unless and until the Settlement Agreement is approved by the Quebec Court. If such an Order is not secured in Quebec, this Order shall be null and void.
20. **THIS COURT ORDERS** that in the event that the Settlement Agreement is terminated in accordance with its terms, this Order shall be declared null and void.



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

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AFA LIVFÖRSÄKRINGSAKTIEBOLAG  
Plaintiff

AGNICO-EAGLE MINES LIMITED, et al.  
and Defendant

Court File No.: CV-12-448410-00CP

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

Proceeding commenced at Toronto

Proceeding under the *Class Proceedings Act*, 1992

**ORDER**

**Siskinds LLP**

Barristers & Solicitors  
680 Waterloo Street  
P.O. Box 2520  
London, ON N6A 3V8

**Michael G. Robb (LSUC #: 45787G)**

Tel: 519-660-7872  
Fax: 519-660-7873

100 Lombard Street, Suite 302  
Toronto, ON M5C 1M3

**Ronald Podolny (LSUC #: 56908C)**

Tel: 416-594-4398  
Fax: 416-594-4399

Lawyers for the Plaintiff

# SCHEDULE "G"

## COUR SUPÉRIEURE

CANADA  
PROVINCE DE QUÉBEC  
DISTRICT DE QUÉBEC

No: 200-06-000142-128

DATE: • janvier 2016

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**SOUS LA PRÉSIDENTE DE : L'HONORABLE ROBERT DUFRESNE, J.C.S.**

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**JEAN-PAUL DELAIRE**

*Requérant*

c.

**MINES AGNICO-EAGLE LIMITÉE**

et

**SEAN BOYD**

et

**EBERHARD SCHERKUS**

et

**AMMAR AL-JOUNDI**

*Intimés*

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### **JUGEMENT APPROUVANT LA TRANSACTION**

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1. **CONSIDÉRANT** que le Requérant demande l'approbation de l'Entente de Règlement convenue avec les Intimés en date du ● octobre 2015, du Plan de Distribution et des Avis aux membres quant à la forme, la méthode de publication et la diffusion;

2. **CONSIDÉRANT** les documents déposés et les représentations des parties;

**POUR CES MOTIFS, LA COUR :**

3. **DÉCLARE** qu'aux fins de ce Jugement, sauf indications contraires, les définitions prévues dans l'Entente de Règlement s'appliquent et sont incorporées au présent Jugement;
4. **DÉCLARE** que l'Entente de Règlement est juste, raisonnable et dans le meilleur intérêt du Groupe;
5. **ORDONNE** que cette action soit autorisée à titre de recours collectif, en vertu des Articles 999 *et ss. du Code de procédure civile* du Québec, LRRQ, c. C-25 (ci-après le « C.p.c. »), aux fins de règlement seulement;
6. **APPROUVE** l'Entente de Règlement en vertu de l'article 1025 du C.p.c.;
7. **ORDONNE** que l'Entente de Règlement soit mise en oeuvre en conformité avec ses conditions et modalités;
8. **ORDONNE** que l'Entente de Règlement soit valide et contraignante pour les Intimés, le Requérent et les Membres du Groupe, qui ne se sont pas exclus de cette action de manière conforme, incluant les personnes mineures ou incapables ou frappées d'une invalidité;
9. **ORDONNE** que le Plan de Distribution, ci-joint à titre d'Annexe A, est juste et approprié;
10. **ORDONNE** que le Plan de Distribution soit approuvé et que le Montant du Règlement soit distribué en conformité avec les modalités de l'Entente de Règlement suite au paiement des Honoraires des Procureurs en Demande (à faire approuver) et aux Dépenses d'Administration;
11. **ORDONNE** que le Plan de Diffusion, ci-joint à titre d'Annexe B, soit approuvé aux fins de la publication et de la diffusion des Avis aux membres abrégé et au long ainsi que le Formulaire de Réclamation;
12. **APPROUVE** la forme et le contenu de l'Avis aux membres abrégé, ci-joint à titre d'Annexe C;
13. **APPROUVE** la forme et le contenu de l'Avis aux membres au long, ci-joint à titre d'Annexe D;
14. **APPROUVE** la forme et le contenu du Formulaire de Réclamation, ci-joint à titre d'Annexe E;

15. **AUTORISE** les parties, avec préavis au Tribunal mais sans la nécessité de requérir une ordonnance du Tribunal, à s'entendre à propos de prolongations raisonnables de délais afin de réaliser toutes modalités de l'Entente de Règlement;
16. **ORDONNE** et **DÉCLARE**, sous réserve du paragraphe 4.1 de l'Entente de Règlement, que les bénéficiaires des Quittances n'assumeront aucune responsabilité quant à l'administration de l'Entente de Règlement;
17. **ORDONNE** et **DÉCLARE** qu'au moment de la Date de Prise d'Effet, le Requérant et les Membres du Groupe, selon les modalités de l'Entente de Règlement, vont libérer et donner quittance et seront reconnus par les présentes comme ayant libéré et déchargé totalement et pour toujours les Intimés pour les Réclamations visées par l'Entente de Règlement;
18. **ORDONNE** et **DÉCLARE** qu'au moment de la Date de Prise d'Effet, chacun des Intimés, sauf les assureurs et leurs assurés, vont libérer de manière absolue et pour toujours, renoncer et décharger les autres Intimés, leurs successeurs et ayants droits pour toutes les réclamations, demandes, actions, coûts et dettes en droit ou en équité découlant ou résultant des Réclamations Quittancées, sauf pour tout droit ou indemnisation;
19. **ORDONNE** et **DÉCLARE** qu'au moment de la Date de Prise d'Effet, le Requérant, les Membres du Groupe et les Procureurs du Groupe ne doivent pas intenter, continuer, maintenir or faire valoir, directement ou indirectement, au Canada ou ailleurs, à leur compte ou pour le compte de tout groupe ou autre personne, toute action, recours, cause d'action, réclamation ou demande contre les Intimés ou tout autre personne qui pourrait réclamer une contribution ou une indemnité ou une autre réclamation contre les Intimés en lien avec les Réclamations Quittancées ou tout autre sujet lié;
20. **ORDONNE** que, à la survenance de la Date de Prise d'Effet, il soit par les présentes mis fin à l'Action contre tous les Intimés sans réserve;
21. **ORDONNE** aux parties d'effectuer les prélèvements requis en vertu de la loi en faveur du Fonds d'aide aux recours collectifs.

## **LE TOUT SANS FRAIS**

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L'Honorable Robert Dufresne, J.C.S.



# SCHEDULE "H"

## NOTICE OF SETTLEMENT APPROVAL IN THE AGNICO EAGLE MINES LIMITED SECURITIES CLASS ACTIONS

This notice is directed to all persons, wherever they may reside or be domiciled, who acquired securities of Agnico Eagle Mines Limited either:

- over the TSX, Chi-X, Alpha, Omega, TriAct, TMX Select, Pure Trading, Liquidnet and Instinet Canada trading platforms between, and including, March 26, 2010 and October 18, 2011 (the “**Class Period**”); or
- in exchange for securities of Comaplex Minerals Corp. by way of a plan of arrangement pursuant to the Alberta Business Corporations Act completed on or around July 6, 2010;
- **and** continued to hold some or all of those securities on one or both of July 28, 2011 and October 19, 2011 (the “**Class Members**”), except for Excluded Persons (as defined below).

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

### Important Deadline

**Claims Bar Deadline** (to file a claim for compensation): ●

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

### Court Approval of the Class Action Settlement

In March 2012, the Plaintiffs, AFA Livförsäkringsaktiebolag, AFA Sjukförsäkringsaktiebolag, AFA Trygghetsförsäkringsaktiebolag, Kollektivavtalsstiftelsen Trygghetsfonden TSL (collectively referred to as AFA Insurance), and William Leslie commenced an action in the Ontario Superior Court of Justice (the “**Ontario Action**”) against Agnico Eagle Mines Limited (“**Agnico**”), as well as Sean Boyd, Eberhard Scherkus and Ammar Al-Joundi (the “**Releasees**”). In October 2012, the Plaintiff, Jean-Paul Delaire brought a similar action in the Quebec Superior Court (the “**Quebec Action**”). The claims being pursued in these actions are claims for damages or restitution for losses suffered as a result of Agnico’s alleged failure to disclose ongoing operational issues at its Goldex mine prior to the suspension of mining operations at the Goldex mine in October 2011.

On April 17, 2013, the Ontario Superior Court of Justice (“**Ontario Court**”) certified the Ontario Action proceeding as a class action on consent. Certification by the Ontario Court is not a decision on the merits of the class action.

On October 1, 2013, the Superior Court of Quebec (“**Quebec Court**,” and together with Ontario Court, the “**Courts**”) authorized the bringing of a class action comprised of persons who are resident or domiciled in the Province of Quebec at the time they purchased or acquired Agnico

securities and who are not precluded from participating in a class action by virtue of Article 999 of the *Québec Code of Civil Procedure*, RSQ, c C-25, but excluding the Excluded Persons.

On October ●, 2015, the Plaintiffs and Agnico executed a Settlement Agreement (the “**Settlement Agreement**”) providing for the settlement of the class actions as against Agnico and the dismissal of the class actions as against Agnico and the Releasees (the “**Settlement**”). The Settlement Agreement provides for the payment of CDN\$17,000,000.00 (the “**Settlement Amount**”) by Agnico in consideration for full and final settlement of the claims of Class Members. The Settlement Amount includes all legal fees, disbursements, taxes and administration expenses. In return for the payment of the Settlement Amount by Agnico, Agnico and the Releasees will receive releases and a dismissal of the class actions. The Settlement is a compromise of disputed claims and is not an admission of liability, wrongdoing or fault on the part of Agnico or any of the Releasees, all of whom have denied, and continue to deny, the allegations against them.

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

The Courts also awarded Siskinds LLP and Siskinds, Desmeules, Avocats, sncrl (together, “**Class Counsel**”) legal fees, expenses and applicable taxes in the amount of \$● (“**Class Counsel Fees**”). As is customary in such cases, Class Counsel conducted the class actions on a contingent fee basis. Class Counsel was not paid as the matter proceeded and funded the expenses of conducting the litigation. The amount awarded for Class Counsel Fees includes \$● for the reimbursement of amounts spent by Class Counsel in the conduct of the class actions. The remainder, net of applicable taxes, will be Class Counsel’s only compensation for conducting the class actions. Class Counsel Fees will be deducted from the Settlement Amount before it is distributed to Class Members.

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

### **Administrator**

The Courts have appointed ● as the Administrator of the Settlement. The Administrator will, among other things: (i) receive and process the Claim Forms; (ii) make determinations of each Class Member’s eligibility for compensation pursuant to the Plan of Allocation; (iii) communicate with Class Members regarding their eligibility for compensation; and (iv) manage and distribute the Settlement Amount. The Administrator can be contacted at:

Telephone: ●

Mailing Address: ●

Website: ●



### **Class Members' Entitlement to Compensation**

Class Members will be eligible for compensation pursuant to the Settlement if they timely submit a completed Claim Form, including any supporting documentation, with the Administrator.

To be eligible for compensation under the settlement, Class Members must submit their Claim Form postmarked **no later than** ● (the “**Claims Bar Deadline**”).

Only Class Members are permitted to participate in the Settlement. In particular, the following persons are not permitted to participate in the Settlement: (i) “**Excluded Persons**”, which are defined as Agnico, the Releasees, and Agnico’s past and present subsidiaries, affiliates, officers, directors, senior employees, partners, legal representatives, heirs, predecessors, successors and assigns, and any member of the family of a Releasee; and (ii) persons who have previously opted out of the class actions pursuant to the order of the Ontario Court dated September 16, 2013 or the order of the Quebec Court dated October 1, 2013.

The remainder of the Settlement Amount, after deduction of Class Counsel Fees and Administration Expenses (the “**Net Settlement Amount**”), will be distributed to Class Members in accordance with the Plan of Allocation.

Under the Plan of Allocation, each Class Member who has filed a valid claim will receive a portion of the Net Settlement Amount as set out in the Plan of Allocation.

If there is a positive balance after one hundred and eighty (180) days from the date of distribution of the Net Settlement Amount to Class Members, the Administrator shall, if feasible, allocate such balance among Class Members in an equitable and economic fashion. Any balance below \$25,000.00 which still remains thereafter shall be donated to ●.

### **Copies of the Settlement Documents**

Copies of the Settlement Agreement, the Plan of Allocation, and the orders of the Courts approving the Settlement may be found on the websites of Class Counsel at [www.siskinds.com](http://www.siskinds.com) and [www.classaction.ca](http://www.classaction.ca), or by contacting Class Counsel at the contact information provided below.

### **Class Counsel**

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

Siskinds LLP Nicole Young 680 Waterloo Street London, ON N6A 3V8 Tel: 1-877-672-2121 x 2380 Fax: 519-672-6065 Email: <a href="mailto:nicole.young@siskinds.com">nicole.young@siskinds.com</a>	Siskinds, Desmeules, Avocats, sncrl 480, Saint-Laurent, suite 501 Montreal, QC, H2Y 3Y7 Tel: 1-514-849-1970 Email: <a href="mailto:siskindsmontreal@siskindsdesmeules.com">siskindsmontreal@siskindsdesmeules.com</a>
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<a href="http://www.siskinds.com">www.siskinds.com</a> and <a href="http://www.classaction.ca">www.classaction.ca</a>	
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**Interpretation**

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

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

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

# SCHEDULE " I "

## Did you purchase the shares of Agnico-Eagle Mines Limited between March 26, 2010 and October 18, 2011?



A settlement has been reached in the class actions against Agnico arising from Agnico's alleged failure to disclose operational issues at its Goldex mine before the mine's closure in 2011. Agnico has agreed to pay \$17,000,000. The settlement is a compromise of disputed claims and is not an admission of liability or wrongdoing by Agnico.

The settlement has been approved by the Ontario and Quebec Courts. The Courts have appointed ● as the Administrator of the settlement. To be eligible for compensation, class members must submit a completed Claim Form to ● no later than ●, 2016.

For more information about your rights and how to exercise them, see the long-form notice available online at <http://www.siskinds.com/agnico-eagle-mines-ltd-2/> or toll-free at: 1-800-461-6166 x 2380.