

**ONTARIO
SUPERIOR COURT OF JUSTICE**

B E T W E E N:

HUSSEIN ABDULRAHIM and FADI ABEDRABBO,

Plaintiffs

and

AIR FRANCE, GREATER TORONTO AIRPORTS AUTHORITY,
NAV CANADA, ALAIN ROSAYE, FRÉDÉRIC NAUD, GOODRICH CORP.
and AIRBUS S.A.S.

Defendants

Brought under the *Class Proceedings Act*, 1992

**SETTLEMENT AGREEMENT WITH
THE GREATER TORONTO AIRPORTS AUTHORITY**

WHEREAS:

- A. The Plaintiffs have commenced this Class Action in the Ontario Superior Court of Justice as Action No. 05-CV-294746 CP under the *Class Proceedings Act*, 1992 against the Defendants for damages arising from the events of Air France Flight 358 on August 2, 2005;
- B. By Order of Winkler, J. dated August 15, 2006, the Ontario Superior Court of Justice certified this proceeding as a class action pursuant to section 5 of the *Class Proceedings Act*;
- C. The claims asserted by the Class Members as against the Air France Defendants are governed by the provisions of the *Warsaw Convention* and the *Montreal Convention* which contain provisions limiting the liability of the Air France Defendants to the Class Members;
- D. The Plaintiffs assert that the claims of Class Members against the Greater Toronto Airports Authority are governed by the domestic law of Canada;

E. The Greater Toronto Airports Authority denies all allegations asserted against it by the Class Members in this proceeding;

F. Class Counsel have conducted extensive examinations for discovery of the Greater Toronto Airports Authority and other defendants in this matter;

G. The Plaintiffs have reached separate settlement agreements with the Air France Defendants, Goodrich Corp. and Airbus S.A.S. to settle the claims of the Class Members;

H. The Plaintiffs and the Greater Toronto Airports Authority have conducted extensive settlement negotiations, at arms length which resulted in this Settlement Agreement;

I. The Plaintiffs have made efforts to achieve a settlement that would include the Non-Settling Defendant but those efforts have thus far been unsuccessful;

J. Based on the analyses of the facts and law applicable to the claims of the Class Members, and having regard to the burdens and expense in conducting litigation of the Class Action including the risks and uncertainties associated with trials and appeals, the Plaintiffs and the Class Counsel have concluded that this Settlement Agreement provides substantial benefits to the Class Members and that it is fair, reasonable and in the best interests of the Class Members;

K. The Plaintiffs, on their own behalf and in their capacity as Representative Plaintiffs, have entered into this Settlement Agreement with the Greater Toronto Airports Authority, subject to the approval of the Court;

L. Subject to the approval of the Court, the parties agree that this Class Action against the Greater Toronto Airports Authority, in particular, the Released Claims, shall be resolved as set forth in this Settlement Agreement and that the Class Action shall continue as against the Non-Settling Defendant;

M. The Parties agree that nothing in this Settlement Agreement shall be construed as releasing the claims of the Class Members against the Non-Settling Defendant; and

N. The parties agree that the claims of the Class Members against the Non-Settling Defendant shall continue pursuant to the Bar Order.

THE PARTIES AGREE AS FOLLOWS:

Definitions

1. The following terms used throughout this Settlement Agreement shall be defined or construed as follows:

“Administrator” means the Bruneau Group Inc.

“Air France Defendants” means the Defendants Air France, Alain Rosaye and Frederic Naud.

“Air France Settlement Fund” means the Settlement Fund referred to in the Air France Settlement Agreement as approved by the Court on December 24, 2009.

“Appeal Period” means the period during which an appeal from the Approval Order may be commenced. The Appeal Period ends 30 days after the Approval Date.

“Approval Date” means the date when this Settlement Agreement is approved pursuant to s. 29 of the *Class Proceeding Act*, 1992, S.O. 1992, c. 6.

“Approval Order” means the Order approving this Settlement Agreement pursuant to s. 29 of the *Class Proceeding Act*.

“Bar Order” means the order made by the Court incorporating the terms set out in paragraph 26 of this Settlement Agreement.

“Carriage by Air Act” means *Carriage by Air Act*, R.S. 1985, c.C-26 as amended

“Certification Order” means the Order granted by Winkler, J. entered on August 15, 2006 certifying this Class Action as a class proceeding.

“Claim” means a claim to participate in the distribution of the Settlement Fund made by a Class Member.

“Claims Process” means the process as described in the Air France Settlement Agreement as approved by the Court by which claims by Class Members will be valued and resolved.

“Class Action” means Class Action No. 05-CV-294746 CP, Ontario Superior Court of Justice.

“Class Counsel” means members of the law firms of Camp Fiorante Matthews and Will Barristers who have conduct of the Class Action.

“Class Member” means each person who is a Passenger Class Member or a FLA Claimant Class Member as those terms are defined in this agreement.

“Convention Damages” means damages for bodily injury and baggage loss, damage and delay as specified in the *Warsaw Convention and the Montreal Convention*.

“Court” means the Honourable Justice Lax or any other judge of the Ontario Superior Court of Justice designated to manage the Action or any other judge of the Ontario Superior Court of Justice.

“Effective Date” means the date on which the Settlement Agreement becomes effective in accordance with the following:

- (a) in the event no appeal is taken of the Approval Order, the Effective Date shall be the day after expiration of the Appeal Period; and
- (b) in the event of an appeal of the Approval Order, the Effective Date shall be the day following the date on which all appeals from the Approval Order have been exhausted.

“Extra-Convention Damages” means such damages as are available under the laws of Canada and Ontario other than Convention Damages.

“FLA Claimant Class Member” means the spouse, children, grandchildren, grandparents, brothers and sisters of a Passenger Class member who are entitled to claim damages pursuant to Section 61 of the *Family Law Act*, R.S.O. 1990, c. F.3, as amended. Relatives of a Passenger Class member who has chosen to opt out of the class proceeding are excluded from this class .

“Flight 358” means Air France Flight #358 which overran the end of Runway 24L at Lester B. Pearson International Airport, Toronto, Ontario on August 2, 2005.

“GTAA” means the Greater Toronto Airports Authority

“Non-Settling Defendant” means Nav Canada.

“OHIP” means the Ontario Health Insurance Plan.

“Parties” means the Plaintiffs, and GTAA.

“Passenger Class Member” means a member of the Passenger Class as defined in the Certification Order of Justice Winkler dated June 1, 2006 and who has not opted out of the Class Action in accordance with that Order.

“Plaintiffs” means Hussein Abdulrahim and Fadi Abedraboo.

“Released Claims” means any and all claims, lawsuits, demands and causes of action, whether class, individual, subrogated or otherwise in nature, damages whenever and wherever incurred, liabilities of any nature whatsoever, known or unknown, suspected or unsuspected, asserted or unasserted, in law or equity, including without limitation those based on any statute or any law of Canada or elsewhere providing any remedy or relief in respect of any claim or matter asserted or that could have been asserted in the Class Action, including interest, costs, expenses, legal fees, disbursements, notice and administration expenses that any of the Releasing Parties, whether directly, indirectly, representatively, derivatively or in any other capacity, ever had, now has, or hereafter can, shall or may have against the Settling Defendant relating in any way to the events of Flight 358.

“Released Parties” means GTAA, Her Majesty the Queen in right of Canada (the “Crown”) their respective officers, directors, members, nominators, employees, consultants, contractors, agents, successors, assigns, insurers, and re-insurers, and “Released Party” shall mean any one of them

“Releasing Parties” means the Class Members and their respective executors, heirs, successors, administrators, insurers, assigns, and anyone else whose right to claim derives from a Class Member and “Releasing Party” shall mean any of them.

“Settlement Agreement” – means this agreement settlement agreement reached between the Plaintiffs and GTAA including any schedules, as amended or supplemented from time to time .

“Settlement Amount” means the sum of \$2,000,000 CDN .

“Settling Defendant” means GTAA.

Settlement Fund

2. The Settlement Amount shall be paid on behalf of GTAA in full satisfaction of the Released Claims against the Released Parties.
3. The Settlement Amount shall be deposited on behalf of GTAA with Alexander Holburn in an interest bearing trust account on or before August 15, 2009.
4. Within 7 days of the Effective Date, Alexander Holburn shall transfer the Settlement Amount together with accrued interest to Camp Fiorante Matthews In Trust.
5. In the event the Settlement Agreement is not approved or is terminated for any reason, the Settlement Amount and accrued interest shall revert to Alexander Holburn in trust.
6. The Class Members shall be solely responsible for all tax reporting and payment requirements arising from the investment of the Settlement Amount including any obligation to report taxable income and make tax payments. All taxes payable on any interest which accrues on any or all of the Settlement Fund shall be the responsibility of the Class Members and shall be paid out of the Settlement Fund as the Administrator in conjunction with the Management Committee sees fit.
7. Class Counsel shall be responsible for resolving the subrogated interest of OHIP on behalf of the Class Members from the Settlement Fund and shall provide confirmation to

the Settling Defendant that OHIP will not seek to recover its subrogated interest from the Settling Defendant.

8. The Settling Defendant shall have no obligation to pay any amount in addition to the Settlement Amount with accrued interest in connection with the Released Claims.
9. In no event shall the Settling Defendant have any liability or responsibility with respect to the costs of providing any notice to Class Members or the distribution and administration of the Settlement Fund including, but not limited to, the costs and expenses of such distribution and administration.
10. Upon granting of the Approval Order, the Settlement Amount shall be combined with the Air France Settlement Fund and administered in accordance with the provisions of the Claims Process and Air France Approval Order and Goodrich Corp. and Airbus S.A.S. Approval Order.

Court Approval Hearing

11. The Parties shall appear before the Court to seek an Approval Order substantially in the form attached as Schedule A.

Minor Settlements

12. The Order approving this Settlement Agreement shall also approve the settlement of the claims of any minor Class Members.

Notice of Settlement

13. If the Appeal Period expires without an appeal from the Approval Order being brought, then a notice will be issued advising Class Members of the approval of the Settlement Agreement and that a Claims Process will be established by further order of the Court. If an appeal is brought from the Approval Order, such notice will be issued upon the final determination of the appeal or appeals. The notice will be in the form of a letter in English and where required, French, and Italian. The cost of preparing and issuing the notice will be paid by Class Counsel and will be recovered as a disbursement from the Settlement Fund.

14. Notice to a Passenger Class Member shall be deemed to be notice to all relatives of the Passenger Class Member entitled to assert claims as an FLA Claimant Class Member.

Class Counsel Fees and Disbursements

15. Class Counsel's fees will be set by the Court on further application by Class Counsel.
16. Class Counsel on or after the Effective Date, may apply to the Court for approval to pay themselves from the Settlement Fund:
 - (a) disbursements and applicable taxes; and
 - (b) costs of any notice or other administrative costs incurred on behalf of the Class.
17. The Settling Defendant shall have no obligation or responsibility to pay any legal fees or disbursements to Class Counsel.

Administrator and Claims Process

18. The terms of the Claims Process are incorporated by reference, *mutatis mutandi*, into this Settlement Agreement.

Release of the Released Parties

19. In consideration of the payment of the Settlement Amount and accrued interest set out in this Settlement Agreement and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Releasing Parties release and forever discharge the Released Parties from the Released Claims.
20. All Class Members shall, prior to and as a condition of receiving any payment from the Settlement Fund, execute a full and final release in favour of the Released Parties in the form of either Schedule "B" or Schedule "C" to this agreement. Such release is not intended to, and will not affect or impair any rights which the Class Members may have against the Non-Settling Defendant.
21. The Releasing Parties do not release and nothing in this Settlement Agreement shall be construed as releasing the Non-Settling Defendant for the several share of liability, if any,

which the Non-Settling Defendant may have to pay Extra-Convention Damages, costs, disbursements and costs of administration to the Class Member.

22. Except as necessary to enforce this Settlement Agreement and as provided in the forgoing paragraphs and the Bar Order, the Releasing Parties shall not now or hereafter institute, continue, maintain or assert, whether directly or indirectly, before the courts of any country, judicial body, government authority or any other entity anywhere in the world, on their own behalf or on behalf of any Releasing Party or any other person, any action, suit, cause of action, claim or demand against any Released Party or any other person who may claim contribution or indemnity from any Released Party in respect of any Released Claim or any matter related thereto.
23. The Released Parties do not admit any liability or obligation whatsoever to the Releasing Parties and such liability and obligation are denied.
24. The Releasing Parties agree that if any claim, demand or complaint is made or action taken or proceeding commenced or continued against the Released Parties arising out of the matters described above, this Release and Settlement Agreement shall be deemed to be a complete defence and bar to any such claim, demand, complaint, action or proceeding.
25. Except as otherwise provided in this Settlement Agreement, the Class Action shall be dismissed against the Settling Defendant without costs and with prejudice and each Releasing Party shall be deemed to consent to the dismissal.

Bar Order

26. This settlement is conditional upon the issuance of a bar order by the Court providing for the following:
 - (a) all claims for contribution, indemnity or any other claims over, inclusive of damages, interest, taxes, costs, and declaratory relief by the Non-Settling Defendant, against any of the Released Parties, are barred, prohibited and enjoined;

- (b) all crossclaims by the Settling Defendant against the Non-Settling Defendant and all crossclaims by the Non-Settling Defendant against the Settling Defendant are dismissed without costs;
- (c) the Class Members shall limit their claims against the Non-Settling Defendant to claims for Extra-Convention Damages attributable to the Non-Settling Defendant's several share of liability to the Class Members such that the Class Members' recovery shall be limited to recovering the Extra-Convention Damages attributable to the Non-Settling Defendant's several share of liability proven against it at trial; and
- (d) there shall be no further form of oral or documentary discovery of the Settling Defendant in the Class Action by or on behalf of the Plaintiffs and the Non-Settling Defendant.

Settlement Not An Admission Of Liability

27. Neither this Settlement Agreement nor any step taken to carry out this Settlement Agreement may be construed as, or may be used as, an admission by or against the Released Parties, or of the truth of any allegations or of liability of the Released Parties or as a waiver of any applicable legal right or benefit other than as expressly stated in this Settlement Agreement. Likewise, this Settlement Agreement may not be construed as or used as an admission by or against the Class Members or as a waiver of any applicable legal right or benefit of the Class Members other than as expressly stated in this Settlement Agreement. Further, neither this Settlement Agreement nor any document relating thereto (including the Schedules) shall be offered or received in evidence in any Class Action or proceeding against the Released Parties, the Plaintiffs or the Class Members, or any of them, in any Court, administrative agency or other tribunal for any purpose whatsoever other than to enforce the provisions of this Settlement Agreement or to seek Approval Orders in accordance with paragraph 11.

Entire Agreement

28. This Settlement Agreement, together with the recitals and the attached appendices and schedules, constitutes the entire agreement between the Parties pertaining to the subject matter hereof, and supersedes all prior understandings, representations, negotiations, discussions, and agreements, whether oral or written, which may have occurred prior hereto. There are no other warranties or representations between the Parties in connection with the subject matter of this Settlement Agreement except as specifically set forth herein and none have been relied upon by the Parties in entering into this Settlement Agreement.

Effect Of Non-Approval By The Court

29. In the event an Approval Order is not granted, or the Bar Order is not granted containing the terms required by paragraph 26:
- (a) the Settlement Amount together with accrued interest shall revert to Alexander Holburn in trust in accordance with paragraph 5;
 - (b) this Settlement Agreement shall be null and void and shall have no force or effect, and no party to this Settlement Agreement shall be bound by any of its terms, except the terms of this paragraph;
 - (c) this Settlement Agreement and all of its provisions and all negotiations, statements and proceedings relating to it shall be without prejudice to the rights of the Class Members and GTAA, all of whom shall be restored to their respective positions existing immediately before the execution of this Settlement Agreement;
 - (d) this Settlement Agreement, the fact of its negotiation and execution, shall not constitute an admission by GTAA and shall not be used against GTAA or referred to for any purpose in this or in any other proceeding and, without limiting the generality of the foregoing, this Settlement Agreement and the fact of its negotiation and execution shall not constitute any admission or be used by anyone

(whether or not a party to these proceedings) in an effort to establish any of the alleged facts in the Class Action.

Continuing Jurisdiction of the Court

30. The Court will retain jurisdiction over the Settlement Agreement and Claims Process and over the Parties including, but not limited to, all Class Members to ensure that all payments and disbursements are properly made, and to interpret and enforce the terms, conditions and obligations of this Settlement Agreement.
31. No person may bring any action or take any proceedings against the Administrator, the Management Committee or any of their employees, agents, partners, associates, representatives, successors or assigns for any matter in any way relating to the Settlement Agreement, including the administration of the settlement terms, except with leave of the Court.
32. The law of the Province of Ontario governs this Settlement Agreement.

Miscellaneous

33. The Parties and their respective counsel shall expeditiously do all things as may be reasonably required to give effect to this Settlement Agreement.
34. The recitals to this Settlement Agreement are true and form part of the Settlement Agreement.
35. Class Counsel and GTAA may apply to the Court for directions in respect of the implementation and administration of this Settlement Agreement.
36. The Parties agree that this Settlement Agreement may be executed by their respective counsel.
37. The Parties further agree that this Settlement Agreement may be executed by facsimile and in counterparts, each of which shall be deemed to be an original for all purposes and all executed counterparts taken together shall constitute the complete Settlement Agreement.

Computation of Time

38. In the computation of time in this Settlement Agreement, except where a contrary intention appears,
- (a) where there is a reference to a number of days between two events, the number of days 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.

Negotiated Settlement

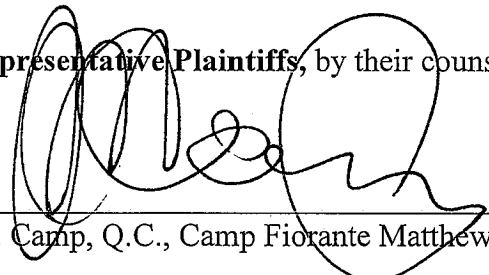
39. This Settlement Agreement has been the subject of negotiations and discussions among the undersigned, each of which has been represented and advised by competent counsel, so that any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Settlement Agreement shall have no force and effect. The Parties further agree that the language contained in or not contained in previous drafts of this Settlement Agreement, or any agreement in principle, shall have no bearing upon the proper interpretation of this Settlement Agreement.

French and Italian Translation

40. For the convenience of certain Class Members, a French and Italian translation of this Settlement Agreement may be prepared by and at the sole expense of the Plaintiffs. In the event of any dispute as to the meaning or interpretation, the English version shall prevail.

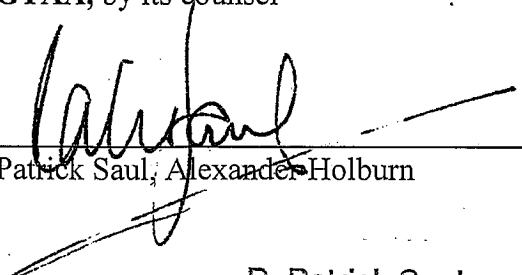
DATED this 9 day of June, 2010.

Representative Plaintiffs, by their counsel



J.J. Camp, Q.C., Camp Fiorante Matthews

GTAA, by its counsel



Patrick Saul, Alexander Holburn

R. Patrick Saul
Suite 2700 - 700 West Georgia St.
Vancouver, B.C. V7Y 1B8
R. Patrick Saul Professional Law Corporation

SCHEDULE "A"

Court File No. 05-CV-294746 CP

**ONTARIO
SUPERIOR COURT OF JUSTICE**

The Honourable Madam) , the day
Justice Lax) of , 2009

BETWEEN:

HUSSEIN ABDULRAHIM and FADI ABEDRABBO,

Plaintiffs

and

AIR FRANCE, GREATER TORONTO AIRPORTS AUTHORITY,
NAV CANADA, ALAIN ROSAYE, FRÉDÉRIC NAUD, GOODRICH CORP.
and AIRBUS S.A.S.

Defendants

Brought under the *Class Proceedings Act*, 1992

ORDER

THIS MOTION made by the Plaintiffs for an Order approving the Settlement Agreement entered into with the Greater Toronto Airports Authority ("GTAA") (the "Settling Defendant"), was heard this day at the Court House, University Avenue, Toronto, Ontario.

ON READING the materials filed, including the Settlement Agreement attached to this Order as Schedule "A" (the "GTAA Settlement Agreement"); and

ON HEARING counsel for the Plaintiffs, the Settling Defendant and the Non-Settling Defendant:

1. **THIS COURT ORDERS AND DECLARES** that for the purposes of this Order the definitions set out in the GTAA Settlement Agreement apply to and are incorporated into this Order.
2. **THIS COURT DECLARES** that the GTAA Settlement Agreement is fair, reasonable and in the best interests of Class Members.
3. **THIS COURT ORDERS** that the GTAA Settlement Agreement is hereby approved pursuant to s.29 of the *Class Proceedings Act*, 1992 and shall be implemented in accordance with its terms. Where any term of this Order and the GTAA Settlement Agreement conflict, the term contained in this Order shall govern.
4. **THIS COURT DECLARES** that the GTAA Settlement Agreement is incorporated by reference into and forms part of this Order and is binding upon the representative plaintiff and all Class Members. Where any term of this Order and the GTAA Settlement Agreement conflicts, the term contained in this Order shall govern.
5. **THIS COURT ORDERS AND DECLARES** that each Class Member is deemed to consent to the dismissal, without costs and with prejudice, of his, her or its claims against the Released Parties.
6. **THIS COURT ORDERS AND DECLARES** that the Class Members do not release and nothing in this Order or the Settlement Agreements shall be construed as releasing the Non-Settling Defendant for any liability which the Non-Settling Defendant may have to pay Extra-Convention Damages to the Class Members, including the Ex Juris Passengers, nor any costs or disbursements including the costs of administration, if any, awarded by the Court.
7. **THIS COURT ORDERS AND DECLARES** that all claims for contribution, indemnity or any other claims over, inclusive of damages, interest, taxes, costs, and declaratory relief whether asserted or unasserted, by the Non-Settling Defendant against any

Released Party, and by any Released Party against the Non-Settling Defendant, relating to any Released Claims, are barred, prohibited and enjoined.

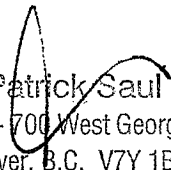
8. **THIS COURT ORDERS AND DECLARES** all crossclaims by the Settling Defendant against the Non-Settling Defendant and all crossclaims by the Non-Settling Defendant against the Settling Defendant in the Class Action are dismissed without costs.
9. **THIS COURT ORDERS AND DECLARES** the Class Members including the Ex Juris Passengers shall restrict their claims against the Non-Settling Defendant to claims for Extra-Convention Damages only, such that the Class Members including the Ex Juris Passengers shall be entitled to claim and recover from the Non-Settling Defendant on a several basis only those Extra-Convention Damages suffered by the Class Member as a result of the negligence of the Non-Settling Defendant proven against it at trial.
10. **THIS COURT ORDERS AND DECLARES** there shall be no further form of oral or documentary discovery of GTAA in the Class Action by or on behalf of Plaintiffs and Non-Settling Defendant.
11. **THIS COURT ORDERS AND DECLARES** that this Order does not affect rights, not otherwise subject to agreement or resolved, of parties in any other action arising from the accident to seek contribution and indemnity in respect of the claims made in such other action.
12. **THIS COURT ORDERS AND DECLARES** that except as provided in this Order or as may be required to enforce the GTAA Settlement Agreement, the Releasing Parties shall not now or hereafter institute, continue, maintain or assert, whether directly or indirectly, before the courts of any country, judicial body, government authority or any other entity anywhere in the world, on their own behalf or on behalf of any Releasing Party or any other person, any action, suit, cause of action, claim or demand against any Released Party or any other person who may claim contribution or indemnity from any Released Party in respect of any Released Claim or any matter related thereto.

13. **THIS COURT ORDERS** that, except as provided herein, this Order does not affect any Claims for Extra-Convention Damages, costs or costs of administration that any Class Member has or may have against the Non-Settling Defendant.
14. **THIS COURT ORDERS AND DECLARES** that this Order, including the GTAA Settlement Agreement, is binding upon each Class Member including those persons who are minors or mentally incapable, and the requirements of Rules 7.04(1) and 7.08(4) of the *Rules of Civil Procedure* are dispensed with in respect of this action.
15. **THIS COURT ORDERS AND DECLARES** that, upon the Effective Date, the Releasing Parties are deemed to, and do hereby, release and forever discharge the Released Parties of and from any and all Claims arising from or in any way related to the Released Claims.
16. **THIS COURT ORDERS AND DECLARES** that it is a condition of receipt of funds under the GTAA Settlement Agreement that each Class Member receiving funds execute a written release in favour of the Released Parties in respect of all Released Claims and an acknowledgement that he/she irrevocably attorns to the jurisdiction of the Ontario Superior Court of Justice in respect of all matters concerning or involving this Action and settlements referred to herein in so far as they relate to GTAA.
17. **THIS COURT ORDERS** that the Settling Defendant shall have no responsibility or liability relating to the administration, investment, or distribution of the Settlement Fund.
18. **THIS COURT ORDERS** that the Court will retain jurisdiction over the GTAA Settlement Agreement and the Claims Process and over the Parties to the GTAA Settlement Agreement including, but not limited to, all Class Members to ensure that all payments and disbursements are properly made, and to interpret and enforce the terms, conditions and obligations of the GTAA Settlement Agreement.
19. **THIS COURT ORDERS AND ADJUDGES** that this Action be and is hereby dismissed against the Settling Defendant without costs and with prejudice.

20. **THIS COURT ORDERS** that the Settlement Amount shall be added to the Air France Settlement Fund and be administered in accordance with the Claims Process.
21. **THIS COURT ORDERS** that the Class Members be given notice of the judgment approving the settlement in writing by letter, within 14 days of the date of the judgment and that such notice be sent by email or regular mail to all Class Members.
22. **THIS COURT ORDERS** that notice to the Passenger Class Members shall be deemed to be notice to the FLA Claimant Class Members.
23. **THIS COURT ORDERS** that any distribution of the Settlement Fund under the Claims Process to infant Class Members shall be paid into Court in trust in accordance with the provisions of Rule 7.09 of the Ontario Rules of Civil Procedure;
24. **THIS COURT ORDERS AND DECLARES** that it is a condition of the trust that infant Class Member execute a written release in favour of the Settling Defendant in respect to all Released Claims upon attaining the age of majority in order to receive funds from trust;
25. **THIS COURT ORDERS AND DIRECTS** that the issue of what damages are recoverable as Convention Damages and Extra-Convention Damages shall be added to the list of common issues to be determined at trial.
26. **THIS COURT ORDERS** that this Order shall be declared null and void in the event that the Settlement Agreement is terminated in accordance with its terms.

Date: _____

(Signature of judge, officer or registrar)


R. Patrick Saul
Suite 2700 - 700 West Georgia St.
Vancouver, B.C. V7Y 1B8
R. Patrick Saul Professional Law Corporation

SCHEDULE "B"

QUITTANCE VALANT TRANSACTION

Je soussigné(e) [NOM] né(e) le [DATE à LIEU, SITUATION FAMILIALE], de nationalité
[] demeurant [ADRESSE]

[en qualité de représentant légal de mon enfant mineur [NOM PRENOMS né(e) le [DATE
DE NAISSANCE] à [LIEU DE NAISSANCE] de nationalité[]

MOYENNANT le règlement à titre transactionnel, forfaitaire, global et définitif et pour solde de
tout compte de la somme totale de :

[chiffres] CAD [lettres] dollars canadiens

que je reconnais avoir reçu par l'entremise de mon conseil Camp Fiorante Matthews sous
déduction de la partie de ce montant que j'ai déjà reçue [ès qualités] à titre d'avance à savoir la
somme de [[chiffres] [lettres] monnaie], le [DATE] août 2005 [et le [DATE] août 2005]

dont je donne quittance par la présente,

je reconnais, [au nom de mon enfant mineur] avoir [que celui-ci a] été intégralement
rempli(e) de mes [ses] droits à réparation de l'ensemble des préjudices toutes causes
confondues subis du fait de l'accident survenu à l'aéroport de Toronto Canada, le 2 août 2005
à l'appareil Airbus A.340 immatriculé F-GLZQ effectuant le vol AF 358 entre Paris CDG et
Toronto, et renonce à toute réclamation, action et recours, à l'encontre de

la société Air France, Goodrich Corp., Airbus SAS, Greater Toronto Airports
Authority et Sa Majesté la Reine du chef du Canada, leurs sous-traitants, partenaires
commerciaux, associés, actionnaires, filiales et l'ensemble des sociétés de leurs groupes, et
leurs représentants, mandataires et préposés respectifs ainsi que leurs assureurs et réassureurs,
respectifs

(ci après ensemble les "*Bénéficiaires*")

et en conséquence, me désiste par la présente de toute action et instance de quelque nature qu'elle soit, tant civile que pénale, dont je dispose ou pourrais disposer [ès qualités] devant toute juridiction où qu'elle soit située, à l'encontre des Bénéficiaires ainsi que toute personne physique ou morale qui a pu ou pourrait être considérée comme responsable, en tout ou en partie, à n'importe quel titre, de l'accident en particulier je me désiste irrévocablement tant de l'instance que de l' action pendante devant la cour supérieur de l'Ontario sous le numéro 07-CV-336943PD2 à l'encontre des seuls Bénéficiaires à l'exclusion de NAV CANADA ainsi que leurs représentants mandataires et sous traitants et leurs assureurs à l'encontre desquels le soussigné [ès qualités] se réserve expressément le droit de poursuivre l'action actuellement pendante devant la cour supérieur de l'Ontario.

Quant à la société Air France:

Je reconnais expressément que le versement reçu a été fait sans reconnaissance de la compétence du tribunal dans l'action en référence, ou de la recevabilité ou de la validité du recours ou des réclamations, ni reconnaissance quelconque de responsabilité de la part de la société Air France, ses sous-traitants, partenaires commerciaux, associés, actionnaires, filiales et l'ensemble des sociétés de ses groupes, et ses représentants, mandataires et préposés respectifs ainsi que ses assureurs et réassureurs, respectifs.

Quant aux sociétés Goodrich Corp. et Airbus S.A.S., GTAA et Sa Majesté la Reine du chef du Canada:

Je reconnais expressément la compétence du tribunal dans l'action en référence. Je reconnais expressément que le versement reçu a été fait sans reconnaissance de la recevabilité ou de la validité du recours ou des réclamations, ni reconnaissance quelconque de responsabilité de la part des sociétés Goodrich Corp., Airbus S.A.S. et Greater Toronto Airports Authority, leurs sous-traitants, partenaires commerciaux, associés, actionnaires, filiales et l'ensemble des sociétés de leurs groupes, et leurs représentants, mandataires et préposés respectifs ainsi que leurs assureurs et réassureurs, respectifs.

En tant que de besoin, je déclare par la présente subroger les Bénéficiaires dans tous les droits, actions et recours dont je dispose [ès qualités] à l'encontre de toute personne qui

pourrait d'une manière quelconque, être tenue pour responsable de l'accident à hauteur du règlement ci-dessus.

Je déclare sur l'honneur ne pas avoir reçu de prestations ou indemnisation de la part d'une compagnie d'assurance ou d'un organisme social ou assimilé susceptible d'être subrogé dans mes droits et actions et je m'engage à faire mon affaire personnelle et à relever et garantir les Bénéficiaires de toute demande ou réclamation émanant tels organisme ou assureur.

Je m'engage à garder confidentiels les termes et conditions de la présente quittance transactionnelle sauf si cela est requis par le juge ou les autorités compétentes.

Fait à Le

R. Patrick Saul
Suite 2700 - 700 West Georgia St.
Vancouver, B.C. V7Y 1B8
R. Patrick Saul Professional Law Corporation

SCHEDULE "C"

FULL AND FINAL RELEASE

WHEREAS a Settlement Fund has been established under the supervision of the Ontario Superior Court of Justice to pay the Claims of the Class Members in the class action, Court File No. 05-CV-294746 CP (the "Class Action"), brought in connection with the events of Air France Flight 358 as against the Defendants Air France, Alain Rosaye, Frédéric Naud, Goodrich Corp., Airbus S.A.S. and Greater Toronto Airports Authority (the "Settling Defendants");

It is a term of the Court Order approving the settlement of the Claims of Class Members against the Settling Defendants that each Class Member sign a release in order to receive payment from the Settlement Fund;

IN CONSIDERATION of the payment of _____, in lawful money of Canada from the Settlement Fund which sum constitutes a partial payment of my claim, and the receipt of which is acknowledged, the undersigned, _____ has for himself/herself, his/her executors, heirs, successors, administrators, insurers, assigns, and anyone else whose right to claim derives from the Class Member (the "Releasing Parties") RELEASED AND FOREVER DISCHARGED AIR FRANCE, ALAIN ROSAYE, FRÉDÉRIC NAUD, GOODRICH CORP., AIRBUS S.A.S and Greater Toronto Airports Authority and Her majesty the Queen in right of Canada and their respective present and former, direct and indirect, parent companies, subsidiaries, lessors, affiliates, related entities, predecessors, successors, shareholders, insurers, re-insurers and assigns and all of their past, present and future directors, officers, attorneys, members, nominators, employees, agents, contractors, consultants, advisors and other representatives of any type and their executors, heirs, successors, administrators, and assigns (herein the "Released Parties") from any and all claims, lawsuits, demands and causes of action, whether class, individual, subrogated or otherwise in nature, damages whenever and wherever incurred, liabilities of any nature whatsoever, known or unknown, suspected or unsuspected, asserted or unasserted, in law or equity, including without limitation those based on any statute or any law of Canada or elsewhere providing any remedy or relief in respect of any claim or matter asserted or that could have been asserted in Ontario Superior Court of Justice Action No. 05-CV-294746 CP, including damages, pre-judgment interest, interest, costs, expenses, legal

fees, disbursements, notice and administration expenses that any of the Releasing Parties, whether directly, indirectly, representatively, derivatively or in any other capacity, ever had, now has, or hereafter can, shall or may have against the Released Parties relating in any way to the events of Air France Flight 358 on August 2, 2005.

1. The Releasing Parties do not release and nothing in this Release shall be construed as releasing Nav Canada (the "Non-Settling Defendant") for any liability which the Non-Settling Defendant may have to pay as Extra-Convention Damages (defined as all damages other than damages for bodily injury and baggage loss, damage and delay as specified in the *Warsaw Convention* and *the Montreal Convention*) nor any costs or disbursements including the costs of administration, if any, awarded by the Court. The claims of the Releasing Parties shall continue against the Non-Settling Defendant in accordance with the terms of the Bar Order issued and entered by the Court in the Class Action.
2. Except as provided in this Release, the Releasing Parties shall not now or hereafter institute, continue, maintain or assert, whether directly or indirectly, before the courts of any country, judicial body, government authority or any other entity anywhere in the world, on their own behalf or on behalf of any Releasing Party or any other person, any action, suit, cause of action, claim or demand against any Released Party or any other person who may claim contribution or indemnity from any Released Party in respect of any Released Claim or any matter related thereto. The Releasing Parties agree that if any claim, demand or complaint is made or action taken or proceeding commenced or continued against the Released Parties arising out of the matters described above, this Release shall be deemed to be a complete defence and bar to any such claim, demand, complaint, action or proceeding.
3. The Releasing Parties expressly and irrevocably attorn to the jurisdiction of the Ontario Superior Court of Justice in respect of all matters concerning or involving this Action and the settlements referred to herein in so far as they relate to Airbus, Goodrich, GTAA and Her majesty the Queen in right of Canada .

- 4. The Released Parties do not admit any liability or obligation whatsoever to the Releasing Parties and such liability and obligation are denied.
- 5. Nothing herein shall constitute an admission that the Released Parties accede, acquiesce or attorn to the jurisdiction of the Ontario Superior Court of Justice in respect of any claim not subject to the jurisdiction of that Court in accordance with the *Warsaw Convention* or the *Montreal Convention*.

IN WITNESS WHEREOF we have executed this Full and Final Release at _____, this _____ day of _____, 2009.

 Name and address of Witness

 Signature

 Name and address of signatory

R. Patrick Saul
 Suite 2700 - 700 West Georgia St.
 Vancouver, B.C. V7Y 1B8
 R. Patrick Saul Professional Law Corporation