

May 15, 2017

**SNC-LAVALIN GROUP INC.**  
455 René-Lévesque Boulevard West  
Montréal, Québec  
Canada H2Z 1Z3

Attention: Sylvain Girard, Executive Vice President and Chief Financial Officer

### **AGENCY FEE LETTER**

Dear Sirs:

We refer to the amended and restated credit agreement dated as of May 15, 2017 between SNC-Lavalin Group Inc. (“**SNC**”), as borrower, Bank of Montreal (the “**Administrative Agent**”), as Agent, and the Lenders party thereto from time to time (as amended, restated or otherwise modified from time to time, the “**Credit Agreement**”). Capitalized terms defined in the Credit Agreement have the same meaning when used herein. All amounts are in Canadian dollars.

This letter replaces any previous agency fee letter in connection with the Facilities.

As consideration for our acceptance to act as administrative agent for the Facilities, SNC agrees to pay or cause to be paid to us an aggregate agency fee corresponding to \$70,000, payable in advance (at closing and, thereafter, on each anniversary date of the closing). The agency fee is for the exclusive benefit of the Administrative Agent.

The agency fee payable on the date hereof will be calculated after crediting to you a portion of the existing \$70,000 annual agency fee which was paid in advance by SNC in 2016, which portion corresponds to the result of the multiplication of the amount of such existing agency fee with a fraction (i) the numerator of which is the number of days between the date hereof and the next anniversary payment date under the existing agency fee letter between SNC and BMO, and (ii) the denominator of which is 365.

Payment of the foregoing fee will not be subject to any deduction, nor will it be subject to any counterclaim or set-off for, or be otherwise affected by, any claim or dispute relating to any other matter and such fees will be fully earned and non-refundable when due.

We hereby authorize you to debit our account bearing number 00011154902 for an amount representing the above fees payable on the date hereof.

This letter is delivered to you with the understanding that neither this letter nor its substance will be disclosed to any third party without the Administrative Agent's prior written consent, except those in a confidential relationship with you, such as your directors, officers, legal counsel, accountants and other professional advisors or as required by law (including for the purposes of disclosing the sources of funds for the Atkins Acquisition or as required by the City Code on Takeovers and Mergers or the Panel (as defined in s. 942(1) Companies Act 2006) of the United Kingdom) or any court or governmental authority (in each such event of permitted disclosure, you agree to promptly inform us).

Please indicate your acceptance of the provisions hereof by signing and returning a copy of this letter to Bank of Montreal, attention: Bruno Jarry (email: [bruno.jarry@bmo.com](mailto:bruno.jarry@bmo.com)) by the end of the day.

Very Truly Yours,

**BANK OF MONTREAL,  
as Administrative Agent**

By: (signed) Bruno Jarry  
Name: Bruno Jarry  
Title: Director

Accepted and agreed this 15<sup>th</sup> day of May, 2017

**SNC-LAVALIN GROUP INC., as Borrower**

By: (signed) Stéphanie Vaillancourt  
Name: Stéphanie Vaillancourt  
Title: Senior Vice-President and Treasurer

By: (signed) Sylvain Girard  
Name: Sylvain Girard  
Title: CFO