

Montréal, May 15, 2017

Execution Copy

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

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

**Re: \$2,750,000,000 AND £300,000,000 CREDIT FACILITIES**

**FEE LETTER**

Dear Sirs:

We refer to the amended and restated credit agreement executed on the date hereof (the "ARCA") providing for a \$2,750,000,000 revolving facility (the "**Revolving Facility**") and a £300,000,000 term facility (the "**Term Facility**") to be made available by the Lenders party thereto. Capitalized terms used but not defined herein have the meaning given to them in the ARCA.

As consideration for the Commitments provided under the ARCA, you hereby agree to pay the following fees:

- (a) To any Lender who is already a Lender under the facilities provided for under the 2016 Credit Agreement (the "**Existing Facilities**") :
  - (i) 5.5 bps per year calculated on the amount of the increase in the aggregate of the Commitments of such Lender under the Revolving Facility and the Term Facility over its commitment under the Existing Facilities, but only in respect of the period from the Effective Date until August 29, 2019. This calculation will be pro rated for any partial year;
  - (ii) 5.5 bps per year calculated on the aggregate of the Commitments of such Lender under the Revolving Facility and under the Term Facility, but only in respect of the period from August 29, 2019 until the third anniversary of the Effective Date. This calculation will be pro rated for any partial year;
  - (iii) 5.5 bps calculated on the total Commitment of such Lender under the Revolving Facility;
  - (iv) 5.5 bps per year calculated on the total Commitment of such Lender under the Term Loan 1, but only in respect of the period from the third anniversary of the Effective Date and the third anniversary of the date the single Borrowing under the Term Facility is made. This calculation will be pro rated for any partial year;

- (v) 5.5 bps per year calculated on the total Commitment of such Lender under the Term Loan 2 and under the Term Loan 3, but only in respect of the period between the third anniversary of the Effective Date and the fourth anniversary of the date the single Borrowing under the Term Facility is made. This calculation will be pro rated for any partial year; and
  - (vi) 5.5 bps calculated on the total Commitment of such Lender under the Term Loan 3.
- (b) for any Lender who is not already a lender under the Existing Facilities, the sum of:
- (i) 5.5bps per year calculated on the aggregate of the Commitments of such Lender under the Revolving Facility and the Term Facility for the first three years following the Effective Date;
  - (ii) 5.5 bps calculated on the Commitment of such Lender under the Revolving Facility;
  - (iii) 5.5 bps per year calculated on the total Commitment of such Lender under the Term Loan 1, but only in respect of the period from the third anniversary of the Effective Date and the third anniversary of the date the single Borrowing under the Term Facility is made. This calculation will be pro rated for any partial year;
  - (iv) 5.5 bps per year calculated on the aggregate of the Commitments of such Lender under the Term Loan 2 and the Term Loan 3, but only in respect of the period between the third anniversary of the Effective Date and the fourth anniversary of the date the single Borrowing under the Term Facility is made. This calculation will be pro rated for any partial year; and
  - (v) 5.5 bps calculated on the Commitment of such Lender under the Term Loan 3.

For greater certainty, the amounts of Commitments referred to above are those which are specified in the ARCA or, in respect of the Existing Facilities, the 2016 Credit Agreement. The fees are calculated and payable in Dollars for the fees in respect of the Revolving Facility and in the Dollar equivalent amounts of their GBP amounts on the date they become payable for the fees in respect of the Term Facility. Section 1.3 of the ARCA will apply to the determination of such Dollar equivalent amounts.

The fees in respect of the Revolving Facility are payable on the Effective Date whereas the fees in respect of the Term Facility are payable on the date of its single disbursement. In the event the Term Facility is cancelled without being disbursed, the foregoing fees in respect of the Term Facility will never be payable.

All of the above fees are payable to the Agent for distribution to the Lenders under the ARCA as provided above.

We hereby authorize you to debit our account bearing number 00011154902 for amounts representing the above fees.

Payment of the above fees will not be subject to any deduction, nor will they be subject to any counterclaim or set-off for, or be otherwise affected by, any claim or dispute relating to any other matter. Such fees will be deemed to be fully earned on the date of required payment thereof and will be non-refundable when paid.

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This letter is delivered to you with the understanding that neither this letter nor its contents will be disclosed to any third party without the Lenders' prior written consent, except those in a confidential relationship with you, such as your directors, officers, legal counsel, accountants and other professional or financial 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).

This letter shall be governed by and construed in accordance with the laws of the Province of Quebec and the federal laws of Canada.

Very Truly Yours,

**BANK OF MONTREAL,  
as Administrative Agent**

By: (signed) Bruno Jarry  
Bruno Jarry  
Director

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

**SNC-LAVALIN GROUP INC.**

By: (signed) Stéphanie Vaillancourt

By: (signed) Sylvain Girard