

**ADDENDUM TO CANADIAN FUEL SENDERS CLASS ACTIONS NATIONAL
SETTLEMENT AGREEMENT**

Made as of October 19, 2015

Between

**SHERIDAN CHEVROLET CADILLAC LTD., PICKERING AUTO MALL LTD.,
FADY SAMAHA, DARREN EWERT, and M. SERGE ASSELIN**

(the “**Plaintiffs**”)

and

**YAZAKI CORPORATION, and
YAZAKI NORTH AMERICA, INC.**

(the “**Settling Defendants**”)

**ADDENDUM TO CANADIAN FUEL SENDERS CLASS ACTIONS NATIONAL
SETTLEMENT AGREEMENT**

RECITALS

A. **WHEREAS** the Settling Defendants, Class Counsel and Plaintiffs (collectively, the “**Parties**”) have entered into a Settlement Agreement dated October 19, 2015 regarding the class action claims involving Fuel Senders brought by the Plaintiffs in Ontario (seeking to represent a national class), British Columbia (seeking to represent a BC class), and Quebec (seeking to represent a Quebec class) (collectively, the “**Proceedings**”);

B. **WHEREAS** the Parties intend for the Settlement Agreement to achieve a final and nation-wide resolution of all claims asserted or which could have been asserted against the Settling Defendants by the Plaintiffs and the Settlement Class in the Proceedings, and to avoid further expense, inconvenience and the distraction of burdensome and protracted litigation;

C. **WHEREAS** an additional class action claim involving Fuel Senders outside the Proceedings has been filed in the Court of Queen’s Bench for the Province of Saskatchewan by Merchant Law Group LLP under the case caption *Retallick et al. v. Denso Corporation et al.*, Q.B. No. 983 of 2014 (seeking to represent a national class) (“**Saskatchewan Action**”);

NOW THEREFORE, in consideration of the covenants, agreements and releases set forth in the Settlement Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows to this Addendum to the Settlement Agreement (“**Addendum**”):

1. For the purposes of this Addendum, except to the extent that they are modified herein, the definitions set out in the Settlement Agreement apply to and are incorporated herein.
2. Class Counsel shall deposit CDN\$3,000 (the “**Saskatchewan Holdback**”) of the CDN\$100,000 comprising the Settlement Amount as defined in the Settlement Agreement into an escrow account to be held separately from the remaining Settlement Amount (the “**Escrow Account**”).

3. Except as hereinafter provided, all interest earned on the Saskatchewan Holdback in the Escrow Account shall accrue to the benefit of the Settlement Classes and shall become and remain part of the Escrow Account.
4. Subject to Section 3.2(3) of the Settlement Agreement, all taxes payable on any interest which accrues on the Saskatchewan Holdback in the Escrow Account or otherwise in relation to the Saskatchewan Holdback shall be paid from the Escrow Account. Siskinds LLP shall be solely responsible to fulfill all tax reporting and payment requirements arising from the Saskatchewan Holdback in the Escrow Account, including any obligation to report taxable income and make tax payments. All taxes (including interest and penalties) due with respect to the income earned by the Saskatchewan Holdback shall be paid from the Escrow Account.
5. The Settling Defendants shall have no responsibility to make any filings relating to the Escrow Account and will have no responsibility to pay tax on any income earned on the Saskatchewan Holdback or pay any taxes on the monies in the Escrow Account, unless the Saskatchewan Holdback is returned to the Settling Defendants in accordance with paragraph 9 herein, in which case the interest earned on the Saskatchewan Holdback in the Escrow Account or otherwise shall be paid to the Settling Defendants who, in such case, shall be responsible for the payment of all taxes on such interest not previously paid by Siskinds LLP.
6. Subject to paragraph 4 herein, no Class Counsel Fees or Administration Expenses shall be deducted from the Saskatchewan Holdback until the Saskatchewan Holdback is released in accordance with paragraph 7 herein.
7. The Saskatchewan Holdback shall be held in escrow until the earlier of: (i) the Saskatchewan Action is dismissed with prejudice against the Settling Defendants; or (ii) two years pass from the Effective Date of the Settlement Agreement and no court proceedings have occurred in the Saskatchewan Action, and there is no reason to believe that the Saskatchewan Action is proceeding or is likely to proceed, at which time the Saskatchewan Holdback (plus any accrued interest, less taxes payable on interest) shall be released to Class Counsel to be held in trust for the benefit of the Settlement Class,

pending further order of the Ontario Court. Either Party may seek directions from the Ontario Court in the event of a dispute as to whether there is reason to believe that the Saskatchewan Action is proceeding or is likely to proceed.

8. The Settling Defendants shall forthwith provide Class Counsel written notice of any materials being served or filed in the Saskatchewan Action that might require a court appearance.
9. If: (i) any motion to dismiss the Saskatchewan Action is unsuccessful and any appeals have been finally resolved and there has been an affirmation of the motion judge's decision, or the time to appeal has expired with no appeals being taken; or (ii) more than sixty (60) days have passed after the Settling Defendants provided Class Counsel with notice of a possible court appearance in the Saskatchewan Action in accordance with paragraph 8 above and Class Counsel have taken no steps to have the Saskatchewan Action dismissed, then: (i) the Saskatchewan Holdback shall be returned to the Settling Defendants, plus all accrued interest thereon and less taxes paid on accrued interest, and less any costs associated with providing notice in Saskatchewan; (ii) the Settlement Agreement shall be amended to exclude Persons in Saskatchewan from the Ontario Settlement Class; and (iii) and the parties shall consent to an amendment to the Ontario settlement approval order amending the Ontario Settlement Class to exclude Persons in Saskatchewan.
10. This Addendum may not be altered or amended except by written agreement executed by all signatory Parties.
11. The Parties agree this Addendum is confidential and shall not be referred to or disclosed in any way, directly or indirectly, for any purpose, except that the Addendum can be filed under seal with the Courts as necessary to implement the Addendum and Settlement Agreement and as agreed to by the Parties' counsel.
12. This Addendum may be executed in one or more counterparts, each of which shall be deemed to be an original instrument.
13. The recitals shall form part of this Addendum.

14. Each of the undersigned persons is duly authorized to execute this Addendum on behalf of the signatory Parties.

For the Plaintiffs and for Class Counsel in the Proceedings:

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Barristers and Solicitors
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caroline.perrault@siskindsdesmeules.com
barbaraann.cain@siskindsdesmeules.com

For the Settling Defendants:

Robert Kwinter
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199 Bay Street
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Toronto ON M5L 1A9
Tel: 416-863-3283
Fax: 416-863-2653
Email: robert.kwinter@blakes.com

Date of Execution: The Parties have executed this Settlement Agreement as of the date on the cover page.

FADY SAMAHA on his own behalf and on behalf of the Settlement Class, by his counsel

Name of Authorized Signatory:

Linda Visser

Signature of Authorized Signatory:



Siskinds LLP
Ontario Counsel

SHERIDAN CHEVROLET CADILLAC LTD. and **PICKERING AUTO MALL LTD.**, on their own behalf and on behalf of the Settlement Class, by their counsel

Name of Authorized Signatory:

Signature of Authorized Signatory:

Sotos LLP
Ontario Counsel

DARREN EWERT on his own behalf and on behalf of the Settlement Class, by his counsel

Name of Authorized Signatory:

Signature of Authorized Signatory:

Camp Fiorante Matthews Mogeran
BC Counsel

M. SERGE ASSELIN, on his own behalf and on behalf of the Settlement Class, by his counsel

Name of Authorized Signatory:

Signature of Authorized Signatory:

Siskinds Desmeules s.e.n.c.r.l.
Quebec Counsel

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Signature of Authorized Signatory: _____

Siskinds LLP
Ontario Counsel

SHERIDAN CHEVROLET CADILLAC LTD. and **PICKERING AUTO MALL LTD.**, on their own behalf and on behalf of the Settlement Class, by their counsel

Name of Authorized Signatory: _____

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Jean-Marc Leclerc
Sotoy LLP
Ontario Counsel

DARREN EWERT on his own behalf and on behalf of the Settlement Class, by his counsel

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Signature of Authorized Signatory: _____

Camp Fiorante Matthews Mogeran
BC Counsel

M. SERGE ASSELIN, on his own behalf and on behalf of the Settlement Class, by his counsel

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Ontario Counsel

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Signature of Authorized Signatory: _____

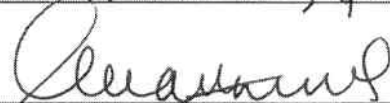
Sotos LLP
Ontario Counsel

DARREN EWERT on his own behalf and on behalf of the Settlement Class, by his counsel

Name of Authorized Signatory: _____

SHARON MATTHEWS, Q.C.

Signature of Authorized Signatory: _____



Camp Florante Matthews Mogerman
BC Counsel

M. SERGE ASSELIN, on his own behalf and on behalf of the Settlement Class, by his counsel

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Ontario Counsel

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Signature of Authorized Signatory: _____

Sotos LLP
Ontario Counsel

DARREN EWERT on his own behalf and on behalf of the Settlement Class, by his counsel

Name of Authorized Signatory: _____

Signature of Authorized Signatory: _____

Camp Fiorante Matthews Mogerman
BC Counsel

M. SERGE ASSELIN, on his own behalf and on behalf of the Settlement Class, by his counsel

Name of Authorized Signatory: _____

Signature of Authorized Signatory: _____


BARBARA ANNE CAIRN
Benhadadi
for Siskinds Desmeules s.e.n.c.r.l.
Quebec Counsel

YAZAKI CORPORATION and **YAZAKI NORTH AMERICA, INC.**, by their counsel

Name of Authorized Signatory:

Robert Kwinter

Signature of Authorized Signatory:



for: Blake, Cassels & Graydon LLP