

SCHEDULE "A1"
CLAIM OF ERNST & YOUNG LLP AGAINST SFC AND SUBSIDIARIES

1. Breach of contract:

- (a) damages in an amount yet to be quantified as more particularly set out in Schedule "A2"; and
- (b) costs and interest.

2. Negligent misrepresentation:

- (a) damages in an amount yet to be quantified as more particularly set out in Schedule "A2"; and
- (b) costs and interest.

3. Fraudulent misrepresentation:

- (a) damages in an amount yet to be quantified as more particularly set out in Schedule "A2"; and
- (b) costs and interest.

4. Inducing Breach of Contract:

- (c) damages in an amount yet to be quantified as more particularly set out in Schedule "A2"; and
- (d) costs and interest.

5. Reputational Loss:

- (a) damages in an amount yet to be quantified as more particularly set out in Schedule "A2"; and
- (b) costs and interest.

6. Contractual indemnification in respect of any amounts paid or payable by Ernst & Young LLP in respect of:

- (a) The action in Ontario Superior Court of Justice Court File No. CV-11-43115300CP (only as the Court permits):
 - (i) damages claimed in the amount of up to CDN \$7,149,200,000.00;
 - (ii) damages claimed in the amount of up to USD \$1,805,000,000.00;
 - (iii) any unknown amounts not yet pleaded or quantified (including interest and costs) against Ernst & Young LLP in this proceeding; and
 - (iv) any amounts incurred or to be incurred by Ernst & Young LLP with respect to its defence of the above-mentioned proceeding.
- (b) The action in *Quebec Superior Court* File No. 200-06-000132-111 (only as authorized and given representative status):
 - (i) unknown and unquantified damages in Canadian dollars;
 - (ii) unknown and unquantified damages in U.S. dollars;
 - (iii) any unknown amounts not yet pleaded or quantified (including interest and costs) against Ernst & Young LLP in the above-mentioned proceeding; and

- (iv) any amounts incurred or to be incurred by Ernst & Young LLP with respect to its defence of the above-mentioned proceeding.
- (c) The verified complaint in *Supreme Court of the State of New York*, County of New York – Index No. 650258/2012:
 - (i) unknown and unquantified damages in Canadian dollars;
 - (ii) unknown and unquantified damages in U.S. dollars;
 - (iii) any unknown amounts not yet pleaded or quantified (including interest and costs) against Ernst & Young LLP in the above-mentioned proceeding; and
 - (iv) any amounts incurred or to be incurred by Ernst & Young LLP with respect to its defence of the above-mentioned proceeding.
- (d) Other Proceedings (as defined in Schedule “A2” to this Proof of Claim):
 - (i) unknown and unquantified damages in Canadian dollars;
 - (ii) unknown and unquantified damages in U.S. dollars;
 - (iii) any unknown amounts not yet pleaded or quantified (including interest and costs) against Ernst & Young LLP in the Other Proceedings; and
 - (iv) any amounts incurred or to be incurred by Ernst & Young LLP with respect to the Other Proceedings.
- (e) In respect of claims (a)-(d) above, to the date of this proof of claim, Ernst & Young LLP has incurred legal and related costs of approximately \$5,000,000 and continues to incur costs.

7. Contribution and indemnity under the *Negligence Act*, R.S.O 1990, c. N-1 and any other applicable legislation outside of Ontario in respect of the actions and other proceedings listed in 6 (a)-(d) above and for the costs set out in 6 (e) above.