SUPPORT AGREEMENT

This support agreement (the "**Agreement**") is made as of the 11th day of May, 2007 between St. Lawrence Cement Group Inc. (the "**Corporation**") and 6754520 Canada Ltd. (the "**Offeror**") and Holcim (US) Inc. ("**Holcim**").

WHEREAS the Offeror proposes to make an offer to purchase all of the issued and outstanding Class A subordinate voting shares (the "**Class A Shares**") and all of the issued and outstanding Class 1 special shares (the "**Class 1 Shares**") in the capital of the Corporation, including all Class A Shares and Class 1 Shares which may become outstanding upon the exercise of any rights to acquire Class A Shares and Class 1 Shares, but excluding Class A Shares already held by the Offeror or its affiliates (collectively, the "**Shares**"), at a price of $40.25 in cash per Class A Share and $40.25 in cash per Class 1 Share (each, an "**Offer**", which term shall include any one or more changes or variations to, or extensions of, such Offer, including, without limitation, increasing the consideration, waiving any condition or extending the date by which Shares may be deposited, all in accordance with this Agreement and collectively, the "**Offers**");

AND WHEREAS the Board of Directors of the Corporation has determined, following the receipt and review of the recommendation from a special committee of independent directors (the "**Special Committee**") that it recommend that holders of Shares deposit their Shares under such Offers;

AND WHEREAS this Agreement sets out (i) certain terms and conditions of the Offers, (ii) the agreement by the Offeror to make the Offers, (iii) the agreement by the Corporation, among other things, to recommend that the holders of Shares accept the Offers, (iv) the representations and warranties by the Corporation to the Offeror, and (v) other obligations and commitments of the Corporation and the Offeror in connection with the Offers;

NOW THEREFORE THIS AGREEMENT WITNESSES that, in consideration of the covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each party, the parties hereby covenant and agree as follows:

ARTICLE 1
INTERPRETATION

1.1 Defined Terms

As used in this Agreement, the following terms have the following meanings:

"**affiliate**" has the meaning given to that term in the CBCA;

"**Agreement**" means this support agreement;

"**Applicable Securities Laws**" has the meaning set out in Section 2.1(a) in this Agreement;

"**associate**" has the meaning given to that term in the CBCA;

"**business day**" has the meaning set out in Section 7.10 of this Agreement;

"**Board**" **and** "**Board of Directors**" means the board of directors of the Corporation;

"**CBCA**" means the *Canada Business Corporations Act*;

"**Charge**" means any security interest, lien, hypothec, charge, pledge, encumbrance, mortgage, adverse claim or title retention agreement of any nature or kind;

"**Class A Shares**" means the Class A subordinate voting shares in the capital of the Corporation;

"**Class 1 Shares**" means the Class 1 special shares in the capital of the Corporation;

"**Compulsory Acquisition**" has the meaning set out in Section 4.5 of this Agreement;

"Confidentiality Agreement" means the confidentiality and non-disclosure agreement dated March 22, 2007 entered into between the Corporation and Holcim (US);

"**Contractual Consents**" has the meaning set out in Section 3.1(e) of this Agreement;

"**Corporation**" means St. Lawrence Cement Group Inc., a corporation existing under the CBCA;

"**Directors' Circular**" has the meaning set out in Section 2.1(a)(B) of this Agreement;

"**Disclosure Letter**" means the disclosure letter of the Corporation delivered to the Offeror contemporaneously with the execution and delivery of this Agreement;

"**Effective Date**" means the first date upon which Shares deposited and not withdrawn under either of the Offers are taken up and paid for by the Offeror;

"**Effective Time**" means 12:01 a.m. (Montreal time) on the date at which the Board of Directors has been reconstituted with individuals designated by the Offeror who represent a majority of the directors of the Corporation;

"**Environmental Laws**" means all applicable Laws relating to the environment or health or safety, including any such Laws relating to Hazardous Substances (including the storage, generation, use, handling, control, manufacture, processing, labelling, deposit, disposal, transport, remediation, discharge or release of Hazardous Substances) or relating to aggregate extraction and processing;

"**Environmental Permits**" means all applicable permits, approvals, certificate of approvals, licences and other authorizations required under Environmental Laws;

"**Expiry Time**" has the meaning set out in Section 2.1(b) of this Agreement;

"**GAAP**" means accounting principles generally accepted in Canada as recommended in the Handbook of the Canadian Institute of Chartered Accountants, at the relevant time applied on a consistent basis;

"**Governmental Entity**" means (i) any international, multinational, national, federal, provincial, state, municipal, local or other governmental or public department, central bank, court, commission, board, bureau, agency or instrumentality, domestic or foreign having jurisdiction over the affairs of the Corporation, (ii) any subdivision or authority of any of the foregoing having jurisdiction over the affairs of the Corporation, or (iii) any quasi-governmental or private body, including any stock exchange, in each case exercising any regulatory, expropriation or taxing authority, under or for the account of any of the above;

"**Hazardous Substance**" means any hazardous, dangerous or toxic substance, including petroleum (including crude oil or any fraction thereof), petroleum products, asbestos and asbestos-containing materials, polychlorinated biphenyls, radon, toxic mould, urea-formaldehyde, solvent, chemical and any other material, substance or thing that is regulated, or defined, under any Environmental Laws or that could result in liability under any Environmental Laws, and shall include any deleterious substance, contaminant, pollutant, waste, hazardous waste, special waste or dangerous good as defined under Environment Laws;

"**Holcim Nominees**" means Phillippe Arto, Patrick Dolberg, Benoît-H. Koch, Donald B. Reed and Theophil H. Schlatter;

"**Holcim (US)**" means Holcim (US) Inc.

"**Initial Expiry Time**" has the meaning set out in Section 2.1(b) of this Agreement;

"**Law**" means any and all applicable laws, whether local, domestic, regional, provincial, federal, state, foreign and international, including all statutes, codes, ordinances, orders, decrees, rules, regulations, municipal by-laws, judicial or arbitral or administrative or ministerial or departmental or regulatory judgments, decisions, rulings or awards, policies, guidelines, including, any and all by-laws, rules, regulations, policies, guidelines, orders, decisions, rulings or awards of any Governmental Entity and any applicable stock exchanges and self-regulatory organizations and general principles of common and civil law and equity, binding on or affecting the Person referred to in the context in which this word is used;

“**Material Adverse Effect**” means, when used in connection with a Person, any change or effect that is, or would reasonably be expected to be, material and adverse to the condition (financial or otherwise), properties, assets, liabilities, (whether absolute, accrued, conditional or otherwise), obligations, business, operations, or results of operations of that Person, its subsidiaries taken as a whole, other than any effect or change:

(i) relating to the Canadian and United States economies and political conditions generally;

(ii) relating to the industry in which the Corporation or its subsidiaries currently operate;

(iii) relating to general economic, financial, currency exchange, securities or commodity market conditions in North America, including changes in currency exchange or interest rates;

(iv) relating to changes in the market price of cement, mineral components, concrete, aggregates or asphalt on a current or forward basis;

(v) attributable to the announcement of the Agreement or the transactions contemplated hereby, including any change in the trading price of the Class A Shares; and

(vi) relating to any generally applicable changes in applicable Laws,

provided that for purposes of clauses (ii), (iii) and (iv) such effect does not primarily relate to (or have the effect of primarily relating only to) that Person or its subsidiaries, or disproportionately adversely affect that Person or its subsidiaries compared to other companies of similar size operating in the industry in which that Person or its subsidiaries operate;

“**Minimum Condition**” has the meaning set out in Schedule A of this Agreement;

“**Offer**” and “**Offers**” each has the meaning set out in the recitals to this Agreement;

“**Offer Documents**” has the meaning set out in Section 2.1(c) of this Agreement;

“**Offer Period**” means the period commencing on the date of the Offers and ending at the Expiry Time;

“**Offeror**” means Holcim Investments (Canada) Inc.;

“**OSC**” means the Ontario Securities Commission;

“**Person**” means a natural person (including in such person’s capacity as trustee, executor, administrator or other legal representative), sole proprietorship, partnership, limited partnership, limited liability partnership, corporation, body corporate, company, limited liability corporation, unlimited liability company, joint stock company, trust, unincorporated association, joint venture or other entity or Governmental Entity, and pronouns have a similarly extended meaning;

"**Shareholders**" means the holders of Class A Shares and Class 1 Shares;

"**Share Purchase Plan**" means the Corporation's Class A Shares purchase plan, as amended from time to time;

"**Shares**" has the meaning set out in the recitals to this Agreement;

"**SSPP**" means the Corporation's special share purchase plan, as amended from time to time;

"**Special Committee**" has the meaning set out in the recitals to this Agreement;

"**St. Lawrence Public Documents**" has the meaning set out in Section 3.1(f) of this Agreement;

"**Subsequent Acquisition Transaction**" has the meaning set out in Section 4.5 of this Agreement;

"**subsidiary**" has the meaning given to that term in the CBCA;

"**TSX**" means the Toronto Stock Exchange; and

"**Valuator**" means BMO Nesbitt Burns Inc. in its capacity as independent valuator under OSC Rule 61-501 — *Insider Bids, Issuer Bids, Business Combination and Related Party Transactions*.

1.2 Gender and Number

Any reference in this Agreement to gender includes all genders, and words importing the singular number only shall include the plural and vice versa.

1.3 Headings, etc.

The division of this Agreement into Articles, Sections and Schedules and the insertion of headings are for convenience of reference only and are not to affect its interpretation.

1.4 Currency

All references in this Agreement to "dollars" or to "$" are expressed in Canadian currency unless otherwise specifically indicated.

1.5 Certain Phrases, etc.

In this Agreement (i) the words "including", "includes" and "include" mean "including (or includes or include) without limitation", and (ii) the phrase "the aggregate of", "the total of", "the sum of", or a phrase of similar meaning means "the aggregate (or total or sum), without duplication, of".

1.6 Knowledge

Where any representation or warranty contained in this Agreement is expressly qualified by reference to the knowledge of a party, it shall be deemed to refer to the actual knowledge of the Chief Executive Officer and Chief Financial Officer in the case of the Corporation and President and Vice President in the case of the Offeror (after due inquiry), without personal liability on the part of any of them.

1.7 References to Persons and Agreements

Any reference in this Agreement to a Person enures its successors and permitted assigns. Except as otherwise provided in this Agreement, any reference to this Agreement or any other agreement or document is a reference to this Agreement or such other agreement or document as it may have been, or may from time to time be, amended, restated, replaced, supplemented or novated and shall include all schedules to it.

1.8 Statutes

Except as otherwise provided in this Agreement, any reference in this Agreement to a statute refers to such statute and all rules and regulations made under it, as it or they may have been or may from time to time be amended or re-enacted.

ARTICLE 2
THE OFFERS

2.1

Subject to the terms and conditions of this Agreement, the Offeror hereby agrees to make offers to purchase 100% of the Shares at a price of $40.25 in cash per Class A Share and $40.25 per Class 1 Share on the following terms and conditions:

(a) the Offeror shall mail or cause to be mailed the Offers to all Shareholders (excluding the Offeror and its affiliates) on or before 5:00 p.m. (Montreal time) on May 29, 2007, or such later date as of which the Offeror has been provided with, the valuation prepared by the Valuator, and will include the Directors' Circular (as hereinafter defined), which Offers shall be made in accordance with (i) applicable securities laws, regulations and rules and the policy statements, orders and rulings of Canadian, provincial and territorial securities regulatory authorities and (ii) applicable federal securities laws and rules of the United States (collectively, "**Applicable Securities Laws**") and which Offers shall be subject only to the conditions as described in Schedules "A" and "B" hereto and no other conditions. The making of the Offers (and the mailing of the Offer Documents) shall be conditional on the following matters:

(A) as of the date the Offers are to be made, there shall be no breach of any of the Corporation's representations or warranties contained herein or any breach of or non-compliance with any covenant, agreement or obligation of the Corporation contained herein, which breach or non-compliance, individually or in the aggregate, would reasonably be expected to have a Material Adverse Effect on the Corporation or on the ability of the Offeror to consummate the transactions contemplated herein; and

(B) that the directors' circular prepared by the Board of Directors of the Corporation (the "**Directors' Circular**") shall have been made available not later than five (5) business days following the receipt of drafts of the Offer Documents as contemplated by paragraph (c) below for review by the Offeror and, following such review, the Directors' Circular shall have been provided to the Offeror for mailing to holders of Shares at the same time, and in the same package, as the Offer Documents and shall include a statement that, upon the unanimous recommendation of the Special Committee, the Board of Directors (A) unanimously (with Holcim Nominees abstaining) recommends that holders of Shares (other than the Offeror and its affiliates) accept the Offers, and (B) unanimously (with Holcim Nominees abstaining) concludes that the Offers are fair, from a financial point of view, to holders of Shares (other than the Offeror and its affiliates);

(b) the Offers shall be open for acceptance until a time or times that is not earlier than 5:00 p.m. (Montreal time) on the 36th day after the day that the Offers are mailed to holders of Shares (the time at which the Offers are initially scheduled to expire being referred to as its "**Initial Expiry Time**"), subject to the right of the Offeror in its sole discretion to extend (or further extend) the period during which Shares may be deposited under the Offers, including without limitation, to comply with any legal requirements or if the conditions thereto set forth in Schedule "A" are not satisfied on or by the Initial Expiry Time and to permit, as the Offeror shall deem appropriate, the depositing of additional Shares (such Initial Expiry Time or any extension thereof, the "**Expiry Time**");

(c) the documentation constituting the Offers to be mailed to holders of the Shares shall include the take-over bid circular, offers to purchase, related letters of transmittal and notices of guaranteed delivery in the English and French languages (the "**Offer Documents**") and shall be prepared by the Offeror in compliance with Applicable Securities Laws. The Corporation shall receive drafts of the Offer Documents no later than five (5) business days prior to the anticipated date of mailing and shall have reasonable opportunity to comment on the Offer Documents; and

(d) subject to the satisfaction or waiver of the conditions set forth in Schedules "A" and "B" and the terms hereof, the Offeror shall, as soon as is practicable in the circumstances and in any event within the time periods required by Applicable

Securities Laws, accept for payment and take up and pay for all Shares deposited and not withdrawn under the Offers.

ARTICLE 3
REPRESENTATIONS AND WARRANTIES

3.1 Representations and Warranties of the Corporation

The Corporation represents and warrants to the Offeror, and acknowledges that the Offeror is relying on such representations and warranties in making the Offers, that:

(a) Incorporation and Qualification of the Corporation. The Corporation is (i) a corporation duly incorporated and validly subsisting under the CBCA and (ii) a reporting issuer not in default, in any material respect of any requirement under Applicable Securities Laws.

(b) Incorporation and Qualification of Subsidiaries. Each subsidiary of the Corporation is duly incorporated and validly existing under the Laws of its jurisdiction of incorporation each as set forth in the Disclosure Letter. Each subsidiary of the Corporation is duly qualified to carry on its business in each jurisdiction in which the conduct of its business or the ownership, leasing or operation of its property and assets requires such qualification, except to the extent that any failure to be so qualified, either individually or in the aggregate, would not have a Material Adverse Effect. Each subsidiary of the Corporation has the power, capacity and authority to own or lease its assets and to carry on its business as the same is presently conducted.

(c) Capitalization. The authorized capital of the Corporation consisted of an unlimited number of Class A Shares, an unlimited number of Class B multiple voting shares and an unlimited number of Class 1 Shares, an unlimited number of Class 2 Special Non-voting Shares, issuable in series, an unlimited number of Class 1 First Ranking Preferred Shares', issuable in series, an unlimited number of Class 2 First Ranking Preferred Shares, issuable in series, and an unlimited number of Second Ranking Preferred Shares, issuable in series, of which, as of such date, 26,806,101 Class A Shares, 15,252,848 Class B multiple voting shares and 555,969 Class 1 Shares are issued and outstanding. There are no other issued and outstanding securities in the capital of the Corporation or unexercised rights to acquire Class 1 Shares under the SSPP, other than the rights to acquire Class A Shares, under the Share Purchase Plan.

(d) Authority, Filings. The Corporation has the corporate power and authority and has received all necessary corporate approvals (including approval of the Board of Directors and the unanimous approval of the Special Committee) to enter into this Agreement. This Agreement has been duly authorized, executed and delivered by the Corporation and constitutes a valid and binding obligation of the Corporation enforceable by the Offeror against it in accordance with its terms, subject only to any limitation under applicable Laws relating to (i) bankruptcy, winding-up, insolvency, arrangement, fraudulent preference and conveyance, assignment and preference and other Laws of general application affecting the enforcement of creditors' rights, and (ii) the discretion that a court may exercise in the granting of equitable remedies such as specific performance and injunction.

Other than filings required under Applicable Securities Laws and notices as may be required by the TSX, material change reports and press releases, no other authorization, consent or approval of or filing with any Governmental Entity is necessary on the part of the Corporation (and for greater certainty, not with respect to the Offeror) for the completion by the Corporation of its obligations under this Agreement (other than authorizations, consents or approvals required under a Subsequent Acquisition Transaction), the failure to obtain or file which, individually or in the aggregate, would have a Material Adverse Effect on the Corporation.

(e) No Conflict. The execution and delivery of this Agreement by the Corporation does not, and the performance of this Agreement by the Corporation and the consummation by it of the transactions contemplated in this Agreement shall not:

(i) conflict with or violate the articles or by-laws of the Corporation;

(ii) conflict with or violate any Law applicable to the Corporation or its subsidiaries or by which any of their respective properties is bound or affected, except as would not result in a Material Adverse Effect on the Corporation or upon the Offeror's ability to consummate the transactions contemplated by this Agreement; or

(iii) except as set forth in the Disclosure Letter, result in any breach of, or constitute a default (or an event which with notice or lapse of time or both would become a default) under, or give to others any rights of termination, acquisition, amendment, acceleration or cancellation of, or give rise to any rights of withdrawal by any third party in respect of any material contract, agreement, lease, license, permit, franchise or other instrument or obligation to which the Corporation or any of its subsidiaries is a party or by which the Corporation or any of its subsidiaries or any of their respective properties is bound or affected or result in the creation of a lien on any of the properties or assets of the Corporation or its subsidiaries (the "**Contractual Consents**"), except as would not result in a Material Adverse Effect on the Corporation or upon the Offeror's ability to consummate the transactions contemplated by this Agreement.

(f) Public Filings. The Corporation has filed all documents or information (the "**St. Lawrence Public Documents**") required to be filed by it under Applicable Securities Laws or with the TSX since December 31, 2005. All such St. Lawrence Public Documents, as of their respective dates, did not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading as at the time at which they were filed with the applicable Governmental Entities. All such St. Lawrence Public Documents, as of their respective dates (and as of the dates of any amendments thereto), complied as to form in all material respects with the requirements of Applicable Securities Laws or were amended on a timely basis to correct deficiencies identified by the applicable Governmental Entities. The Corporation has not filed any confidential material change report with any Governmental Entity that at the date hereof remains confidential.

(g) Financial Statements. Each of the consolidated financial statements of the Corporation (including any related notes thereto) filed after December 31, 2006 have been prepared in accordance with GAAP and all Applicable Securities Laws and present fairly, in all material respects, the assets, liabilities (whether accrued, absolute, contingent or otherwise) and financial condition of the Corporation and its subsidiaries on a consolidated basis as of the dates thereof and the consolidated results of their operations and cash flows for the periods then ended, as applicable, applied on a basis consistent with the immediately prior period and throughout the periods indicated (except as may be indicated expressly in the notes thereto) and, in the case of unaudited statements, subject to normal, recurring year-end adjustments that are not material.

(h) Absence of Certain Changes or Events. Since December 31, 2006, except as disclosed in the St. Lawrence Public Documents, (i) each of the Corporation and its subsidiaries, has conducted its business only in the ordinary course of business consistent with past practice other than as set out in the Disclosure Letter; (ii) to the knowledge of the Corporation there have not occurred any circumstances or events which would, individually or in the aggregate, reasonably be expected to have undischarged, a Material Adverse Effect on the Corporation; and (iii) there have been no undisclosed commitments of the Corporation or its subsidiaries to invest in, buy or sell assets or property from or to, as the case may be, any third party which would, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect on the Corporation.

(i) Absence of Litigation. Except as disclosed in the St. Lawrence Public Documents, (i) there are no actions, suits, proceedings or investigations that have been commenced or, to the knowledge of the Corporation, threatened against or affecting the Corporation or its subsidiaries or any of their respective properties, rights or assets, except as would not result in a Material Adverse Effect on the Corporation.

(j) No Undisclosed Liabilities. Neither the Corporation nor any of its subsidiaries has any liabilities (absolute, accrued, contingent, determined, determinable or otherwise) or obligations, in each case, of the type that would be required to be disclosed on a consolidated balance sheet of the Corporation (or the notes thereto) prepared in accordance with GAAP and there is no existing condition, situation or set of circumstances that could be reasonably expected to result in such a liability or obligation, except (i) liabilities or obligations fully reflected or reserved against in the Corporation's balance sheet as of December 31, 2006 (or the notes thereto), included in the Corporation's financial statements, (ii) liabilities or obligations disclosed in any St. Lawrence Public Document filed after December 31, 2006 and prior to the date of this Agreement, (iii) as set out in the Disclosure Letter, or (iv) liabilities incurred since December 31, 2006 in the ordinary course of business consistent with past practice.

(k) Directors' and Senior Officers' Support. After reasonable inquiry, the Corporation believes that the directors and senior officers of the Corporation intend to tender all of their Shares to the Offers.

(l) Recommendations. The Special Committee and the Board of Directors (with Holcim Nominees abstaining) have (A) unanimously concluded that the Offers are fair from a financial point of view, to holders of Shares (other than the Offeror and its affiliates) and (B) unanimously resolved to recommend that holders of Shares (other than the Offeror and its affiliates) accept the Offers.

(m) Environmental. Except as disclosed in the St. Lawrence Public Documents and except as would not result in a material adverse effect on the Corporation and its subsidiaries taken as a whole, (i) the Corporation, its subsidiaries and their respective operations are, and have been, in material compliance with all Environmental Laws, including having and complying with all Environmental Permits; (ii) neither the Corporation nor any of its subsidiaries is subject to, or involved in, or anticipates that it may become subject to or involved in, any proceeding, hearing, action, appeal, investigation, order, demand or claim relating to the environment (including impact on humans) or extraction or processing of materials (including aggregate), which may have a Material Adverse Effect on the Corporation; (iii) neither the Corporation nor any of its subsidiaries is, or may be, required to undertake any material work, remediation, rehabilitation, change in business practices or operations, or expenditures due to any Environmental Law, Environmental Permit, agreement, indemnity, demand or claim or to the knowledge of the Corporation, any pending or proposed Environmental Laws or Environmental Permits; or (iv) neither the Corporation nor any of its subsidiaries has any material liability or responsibility with respect to any Hazardous Substance at, on, in, from, under or through any property or facility currently or formerly owned, leased, used or otherwise controlled by the Corporation or any of its subsidiaries, in violation of, or in a manner or to a location that could give rise to liability to the Corporation or any of its subsidiaries under or relating to, any Environmental Laws, agreement or indemnity.

3.2 Representations and Warranties of the Offeror

The Offeror hereby represents and warrants to the Corporation, and acknowledges that the Corporation is relying on such representations and warranties, that:

(a) Incorporation. The Offeror is a corporation duly incorporated and validly subsisting under the federal laws of Canada.

(b) Authority and Filing. The Offeror has the corporate power and authority and has received all necessary corporate approvals to enter into this Agreement. This Agreement has been duly authorized, executed and delivered by the Offeror and constitutes a valid and binding obligation of the Offeror enforceable by the Corporation against it in accordance with its terms, subject only to any limitation under applicable Laws relating to (i) bankruptcy, winding-up, insolvency, arrangement, fraudulent preference and conveyance, assignment and preference and other laws of general application affecting the enforcement of creditors' rights, and (ii) the discretion that a court may exercise in the granting of equitable remedies such as specific performance and injunction.

(c) Financing Arrangements. The Offeror has made adequate arrangements to ensure that the required funds are available to effect payment in full of the cash consideration for all of the Shares to be acquired pursuant to the Offers and has provided to the Corporation written evidence of such arrangements from the provider thereof.

(d) Filings. Other than filings required under Applicable Securities Laws, no other authorization, consent or approval of or filing with any Governmental Entity is necessary on the part of the Offeror for the completion by the Offeror of its obligations under this Agreement, the failure to obtain or file which, individually or in the aggregate, would prevent or materially delay consummation of the transactions contemplated by this Agreement.

ARTICLE 4
COVENANTS OF THE CORPORATION

4.1 General

The Corporation hereby covenants that from the date hereof until the earlier of: (i) the Offeror having taken up and paid for Shares deposited under the Offers or abandoned the Offers; or (ii) this Agreement having been terminated pursuant to Article 6 hereof, the Corporation will:

(a) through its Board of Directors, contemporaneously with the mailing of the Offer Documents, issue and file the Directors' Circular, including the recommendations and conclusions set forth in Section 3.1(l), in all jurisdictions where the same is required in accordance with Applicable Securities Laws;

(b) use its commercially reasonable efforts to assist the Offeror successfully to complete the transactions contemplated by this Agreement, including co-operating with the Offeror in making any requisite regulatory filings, and giving evidence in relation thereto, and in mailing or otherwise making the Offers including providing copies of the Directors' Circular for mailing together with the Offer Documents, to holders of the Shares;

(c) use its commercially reasonable effort to obtain or assist the Offeror in obtaining, as the case may be, all the Contractual Consents;

(d) continue to provide lists of holders (including name, address and number of securities held) of all classes and series of securities of the Corporation prepared by the Corporation or the transfer agent of the Corporation (as well as a security position listing from each depositary, including CDS Clearing and Depository Services Inc.) and to deliver these lists to the Offeror and to obtain and deliver to the Offeror supplemental lists setting out any changes thereto, all such deliveries to be both in printed form and in computer-readable format; and

(e) promptly notify the Offeror of any discussions with holders of more than 5% of the Shares outstanding which are subject to the Offers.

4.2 Directors' Circular

The Offer Documents shall be made available by the Offeror in accordance with section 2.1(c) for review by the Corporation, it being acknowledged that the Offeror shall be solely responsible for, and shall have the sole right to, determine the contents thereof. The Directors' Circular shall be made available by the Corporation in accordance with section 2.1(a)(B) for review by the Offeror, it being acknowledged that the Corporation shall be solely responsible for, and shall have the sole right to, determine the contents thereof. Following such review, the Directors' Circular shall be mailed to holders of Shares at the same time, and in the same package, as the Offer Documents and shall include a statement that, upon the unanimous recommendation of the Special Committee, the Board of Directors (A) unanimously (with Holcim Nominees abstaining) recommends that holders of Shares (other than the Offeror and its affiliates) accept the Offers, and (B) unanimously (with Holcim Nominees abstaining) concludes that the Offers are fair, from a financial point of view, to holders of Shares (other than the Offeror and its affiliates).

4.3 Investigation by the Offeror

Upon reasonable notice, and subject to the terms of the Confidentiality Agreement, the Corporation agrees to provide the Offeror and its representatives with reasonable access (without disruption to the conduct of the Corporation's business) during normal business hours to all books, records, information, tax and other documents, filings, memoranda, working papers and files and all other materials in its possession and control, including material contracts and joint venture agreements, and access to the personnel of the Corporation and its subsidiaries as reasonably requested as well as reasonable access to the properties of the Corporation and its subsidiaries in order to allow the Offeror to conduct such investigations as the Offeror may consider necessary or advisable to confirm the accuracy of the Corporation's representations and warranties, for strategic planning and integration and for any other reasons reasonably relating to the combination of the Corporation and the Offeror, and further agrees to assist the Offeror in all reasonable ways in any such due diligence investigations which the Offeror may wish to conduct. Any such investigation by the Offeror and its advisors shall not materially disrupt the conduct of the Corporation's business and shall mitigate, diminish or affect the representations and warranties of the Corporation contained in this Agreement or any document or certificate given pursuant hereto.

4.4 Conduct of Business

During the period commencing on the date hereof and continuing until the Effective Time, the Corporation agrees (except as expressly contemplated by this Agreement, or to the extent that the Offeror shall otherwise consent which consent shall not be unreasonably withheld) that it will and will cause each of its subsidiaries to:

(a) conduct its and their respective businesses in the ordinary course consistent with past practice in all material respects, other than as contemplated by (i) the Corporation's Business Plan and Budget and Financing Plan, each of which has been made available to the Offeror; and (ii) the Disclosure Letter;

(b) not issue, sell, pledge, dispose of, encumber, agree or offer to issue, sell, pledge, dispose of or encumber (or permit any of its subsidiaries to issue, sell, pledge, dispose of, encumber, agree or offer to issue, sell, pledge, dispose of or encumber) any additional shares or securities of, or any options, warrants, calls, conversion privileges or rights (including any additional rights under the SSPP) of any kind to acquire any shares or other securities of the Corporation or any of its subsidiaries (other than pursuant to the conversion of Class 1 Shares issued prior to the date of this Agreement under the SSPP and the issuance of Class A Shares pursuant to the Share Purchase Plan);

(c) not amend its articles or by-laws or the terms of any of its outstanding shares or other securities, any outstanding indebtedness or credit facilities, except as set out in the Disclosure Letter;

(d) not split, consolidate or reclassify any of its outstanding shares or undertake any other capital reorganization, or declare, set aside or pay any dividends on or make any other distributions on or in respect of its outstanding Shares or its outstanding Class B multiple voting shares (other than quarterly cash dividends of $0.15 per outstanding share in the capital of the Corporation), or reduce capital in respect of its outstanding Shares;

(e) not redeem, purchase or offer to purchase any Shares or other securities of the Corporation;

(f) not grant to any officer or any person occupying a position as general manager, vice-president or a higher title of the Corporation or its subsidiaries any increase in compensation or enter into or amend any employment agreement with any current officer or any person occupying a position as general manager, vice-president or a higher title of the Corporation or its subsidiaries, other than such grants as are consistent with past practice;

(g) not enter into any transaction or perform any act which might (i) interfere with or delay the take up and payment for Shares deposited under the Offers or the completion of the Offers or successful completion of a Compulsory Acquisition or Subsequent Acquisition Transaction, (ii) render inaccurate any of the representations and warranties set forth herein as if such representations and warranties were made at a date subsequent to such transaction or act and all references to the date hereof were to such later date or, (iii) adversely affect the Corporation's ability to perform its covenants and agreements under this Agreement;

(h) except as disclosed in the Disclosure Letter, not incur any additional indebtedness (other than in the normal and ordinary course);

(i) except as contemplated in any existing contractual commitments or as set out in the Disclosure Letter, not acquire, sell or otherwise dispose of, or commit to acquire or sell, any assets or property or group of related assets or property (through one or more related or unrelated acquisitions), having a value and/or cost in excess of $10,000,000 in the aggregate; or

(j) promptly notify the Offeror of any offer or indication of or intention to make an offer by any third party in respect of any of the Shares or the material properties or assets of the Corporation or its subsidiaries and will provide copies of any written notification or offer received by it.

4.5 Support of Second Stage Transaction

If, within 120 days after the date of the Offers,

(a) the Offer for the Class A Shares is accepted by holders of not less than 90% of the outstanding Class A Shares, other than any Class A Shares held at the date of the Offers by or on behalf of the Offeror or an affiliate or associate of the Offeror,

(b) the Offer for the Class 1 Shares is accepted by holders of not less than 90% of the outstanding Class 1 Shares,

as at the Expiry Time, the Offeror may, to the extent possible, acquire (a "**Compulsory Acquisition**") the remainder of the Class A Shares or Class 1 Shares, as applicable, from those Shareholders who have not accepted the Offers pursuant to Section 206 of the CBCA. If that statutory right of acquisition is not available or the Offeror chooses not to avail itself of such statutory right of acquisition, the Offeror will use its commercially reasonable efforts to pursue other means of acquiring the remaining Shares not tendered to the Offers at consideration per Share at least equivalent in value to, and in the same form as, the consideration per Share offered under the Offers. Subject to applicable Laws and to the fiduciary obligations of the Board of Directors, if the Minimum Condition is satisfied and the Offeror takes up any Shares under the Offers the Corporation agrees that it will assist the Offeror in connection with any proposed redemption of the Class 1 Shares, amalgamation, statutory arrangement, amendment to articles, share consolidation, capital reorganization or other transaction involving the Corporation and the Offeror or a subsidiary that the Offeror may, in its sole discretion, undertake to acquire (a "**Subsequent Acquisition Transaction**") the remaining Shares, provided that the consideration per Share offered in connection with the Subsequent Acquisition Transaction is at least equivalent in value to, and is in the same form as, the consideration per Share offered under the Offers. Nothing herein shall be construed to prevent the Offeror or its affiliates from acquiring, directly or indirectly, additional Class A Shares or Class 1 Shares in the open market or in privately negotiated transactions or otherwise in accordance with Applicable Securities Laws.

4.6 Constitution of the Board

Promptly upon the Effective Date, provided the Minimum Condition shall have been satisfied (and not waived), and from time to time thereafter, the Offeror shall be entitled to designate all of the directors of the Board of Directors, and any committees thereof, and the Corporation shall not frustrate the Offeror's attempts to do so, and covenants to cooperate with the Offeror, subject to applicable Laws, to obtain the resignation of any then incumbent directors effective on the date specified by the Offeror and facilitate the Offeror's designees to be elected or appointed to the Board of Directors without the necessity of calling a meeting of Shareholders.

4.7 Redemption of Class 1 Special Shares

Following the Effective Date, provided the Minimum Condition shall have been satisfied (and not waived), and following the written request of the Offeror and provided that any required approvals from any Governmental Entities have been obtained and that there is no adverse effect on the ability to complete the Subsequent Acquisition Transaction in any respect for the same consideration as the Offer price, the Corporation covenants to effect a redemption of any outstanding Class 1 Special Shares in accordance with the terms of the articles of incorporation of the Corporation and the SSPP, provided that is has been supplied with funds sufficient to effect such redemption by the Offeror.

4.8 Obligations of the Board

Nothing in this Agreement shall prohibit the Special Committee or the Board of Directors from taking any action consistent with the Board's fiduciary duties including, with respect to any proposal or offer to acquire shares or assets of the Corporation or with respect to any business combination or other material transaction involving the Corporation. For greater certainty, the Board of Directors of the Corporation may change the recommendation contemplated by Section 2.1(a)(B) if required to do so in the exercise of their fiduciary duties and, notwithstanding anything set forth herein, no such change to the recommendation shall constitute a breach of this Agreement.

ARTICLE 5
COVENANTS OF OFFEROR

5.1 General

The Offeror hereby covenants to make the Offer as contemplated by Section 2.1 hereof and use all commercially reasonable efforts to successfully complete the transactions contemplated by this Agreement including cooperating with the Corporation in making any requisite regulatory filings, and giving evidence in relation to such filings, and in mailing or otherwise making the Offers to holders of the Shares.

5.2 Modification of Offers

The Offeror may, in its sole discretion, modify or waive any term or condition of the Offers; provided that the Offeror shall not, without the prior consent of the Corporation: (i) increase the Minimum Condition; (ii) decrease the consideration per Share; (iii) change the form of consideration payable under the Offers (other than to increase the total consideration per Share and/or add additional consideration); (iv) decrease the number of Shares in respect of which the Offers are made; (v) impose additional conditions or otherwise vary the Offers in a manner which is adverse to the holders of the Shares; or (vi) waive any condition to the Offer for the Class A Shares without waiving such condition to the Offer for the Class 1 Shares or waive any condition to the Offer for the Class 1 Shares without waiving such condition to the Offer for the Class A Shares.

5.3 Officers' and Directors' Insurance and Indemnification

From and after the Effective Date, the Offeror agrees that for the period from the Expiry Time until six years after the Expiry Time, the Offeror will cause the Corporation or any successor to the Corporation to maintain the Corporation's current directors' and officers' insurance policy or a policy that is reasonably equivalent and, in any event, no less favourable to the current officers and directors than the Corporation's current policy subject in either case to terms and conditions no less advantageous to the directors and officers of the Corporation than those contained in the policy in effect on the date hereof, for all present and former directors and officers of the Corporation and its subsidiaries, covering claims made prior to or within six years after the Expiry Time. From and after the Effective Date, the Offeror shall, and shall cause the Corporation (or its successor) to, indemnify the current and former directors and officers of the Corporation and its subsidiaries to the same extent to which such current and former directors and officers are indemnified by the Corporation as of the date hereof. It is hereby acknowledged and agreed that the Corporation shall put in place tailing or run-off insurance for the benefit of the directors and officers of SLC to be in place for a period of 6 years with the premium for such coverage not to exceed $500,000 per year.

ARTICLE 6
TERMINATION

6.1 Termination by the Corporation

The Corporation, when not in default in the performance of its obligations under this Agreement may, without prejudice to any other rights, terminate this Agreement by notice to the Offeror if:

(a) the Offers have not been made on or before the time provided for in Section 2.1(a) of this Agreement;

(b) the Offers do not substantially conform, or are modified in a manner not to conform, with the description thereof in this Agreement;

(c) Shares deposited under the Offers have not, for any reason whatsoever, been taken up and paid for on or before ten days after the Expiry Time;

(d) the Offeror has not taken up and paid for at least a majority of the Class A Shares then outstanding not currently owned by the Offeror and its affiliates by August 31, 2007; or

(e) the Offeror breaches this Agreement in any material respect, provided however, that if such breach is cured by the Offeror by the 10th business day following receipt of notice from the Corporation of such breach, then the Corporation may not terminate this Agreement under this section 6.1(e).

6.2 Termination by the Offeror

The Offeror, when not in default in the performance of its obligations under this Agreement may, without prejudice to any other rights, terminate this Agreement by notice to the Corporation if:

(a) the conditions in Schedule "A" are not satisfied or waived by the Offeror on or prior to the Expiry Time;

(b) the Corporation breaches this Agreement in any material respect, provided however, that if such breach is cured by the Corporation by the 10th business day following receipt of notice from the Offeror of such breach, then the Offeror may not terminate this Agreement under this section 6.2(b); or

(c) the Directors' Circular does not substantially conform or is modified in a manner not to conform with the description thereof in this Agreement.

6.3 Effect of Termination

In the case of any termination of this Agreement pursuant to this Article 6, this Agreement shall be of no further force and effect except for Section 7.2 hereof. If this Agreement is terminated as provided in Section 6.1 or Section 6.2, the Offeror may terminate or withdraw the Offers.

ARTICLE 7
GENERAL

7.1 Offeror Compliance

Parent unconditionally and irrevocably guarantees, and covenants and agrees to be jointly and severally liable with Offeror for, the due and punctual performance of each and every obligation of Offeror arising under this Agreement, including the making of the Offers and payment for any Shares taken up under an Offer or acquired pursuant to any Compulsory Acquisition or Subsequent Acquisition Transaction. Parent shall cause Offeror to comply with all of Offeror's obligations under or relating to the Offers.

7.2 Disclosure

Except as required by the Applicable Securities Laws, applicable laws and rules of Switzerland, or as required by any competent Governmental Entity or in accordance with the requirements of any stock exchange, neither the Offeror nor the Corporation shall make any public announcement or statement with respect to this Agreement or the Offers without the approval of the Corporation or the Offeror, as the case may be, which approval shall not be unreasonably withheld; provided that the Offeror and the Corporation agree to publish an announcement in the agreed form upon the execution of this Agreement. Moreover, the parties agree to consult with each other prior to issuing each public announcement or statement with respect to this Agreement or the Offers. Notwithstanding the foregoing, nothing shall prevent the Offeror, the dealer manager and the soliciting dealer group (if any) or any information agent from conducting their solicitation of tenders in the ordinary course, including by publishing advertisements or making public announcements or statements in connection with the Offers provided that copies thereof are provided to the Corporation. In addition, the Corporation agrees that it shall restrict any public announcement or statement with respect to the matters contemplated by this Agreement or the Offers from being released, published or distributed into or from the United States, Australia, Japan and the European Economic Area and that when it posts any such announcement or statement on its website, the Corporation will use filters to prohibit viewers from the United States, Australia, Japan and the European Economic Area from viewing or downloading such announcement or statement.

7.3 Assignment

The Offeror may assign all or any part of its rights under this Agreement to a direct or indirect wholly-owned subsidiary of it, or to an affiliate of it, but, if such assignment takes place, the Offeror shall continue to be liable to the Corporation for any default in performance by the assignee. This Agreement shall not otherwise be assignable by any party hereto without the consent of the other parties.

7.4 Time

Time shall be of the essence in this Agreement.

7.5 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein and the parties irrevocably attorn to the jurisdiction of the courts of the Province of Quebec.

7.6 Entire Agreement

This Agreement and the Confidentiality Agreement constitute the entire agreement and understanding between and among the parties hereto with respect to the subject matter hereof and supersedes any prior agreement, representation or understanding with respect thereto.

7.7 Amendments

This Agreement may not be modified, amended, altered or supplemented except upon the execution and delivery of a written agreement executed by both of the parties hereto; provided, however, that the Offeror may in its sole discretion waive any condition herein which is solely for its benefit.

7.8 Notices

Any notice, request, consent, agreement or approval which may or is required to be given pursuant to this Agreement must be in writing, sent by personal delivery, courier or facsimile (but not by electronic mail) and addressed:

(a) In the case of the Offeror, as follows:

c/o Holcim Ltd.
85 Hagenholzstrasse
Zurich, Switzerland, 8050

Attention: Peter Doerr
Facsimile: +41 58 858 87 59

with a copy (which shall not constitute notice) to:

Torys LLP
Suite 3000
79 Wellington Street West
Box 270, TD Centre
Toronto, ON M5K 1N2

Attention: Philip Brown
Facsimile: (416) 865-7380

with a copy (which shall not constitute notice) to:

Holcim Ltd.
85 Hagenholzstrasse
Zurich, Switzerland, 8050

Attention: Peter Doerr
Facsimile: +41 58 858 87 59

with a copy (which shall not constitute notice) to:

Holcim (US) Inc.
201 Jones Road
Waltham, MA 02451

Attention: Jay Tangney
Facsimile: (781) 647-2516

(b) In the case of the Corporation, as follows:

St. Lawrence Cement Group Inc.
1945 Graham Blvd.
Town of Mount-Royal, QC H3R 1H1

Attention: Robert B. Tuer, Q.C., Chairman of the Special Committee
Facsimile: (416) 488-1885

with a copy (which shall not constitute notice) to:

Philippe Arto, President and CEO
Facsimile: (514) 342-8154

with a copy (which shall not constitute notice) to:

Davies Ward Phillips & Vineberg LLP
1501 McGill College Avenue, 26th Floor
Montréal, QC H3A 3N9

Attention: Maryse Bertrand
Facsimile: (514) 841-6499

or to such other address as the relevant party may from time to time advise by notice in writing given pursuant to this section. The date of receipt of any such notice, request, consent, agreement or approval shall be deemed to be the date of delivery or telecopy (if during normal business hours or, if not, the next business day).

7.9 Expenses

Each of the parties shall pay its legal, financial advisory and accounting costs and expenses incurred in connection with the preparation, execution and delivery of this Agreement and all documents and instruments executed or prepared pursuant hereto and any other costs and expenses whatsoever and howsoever incurred except that the Offeror shall pay the costs of the Valuator. No brokers' fees or finders' fees shall be payable by the Corporation in connection with the Offers or the matters contemplated by this Agreement.

7.10 Business Day

A "business day" for the purpose of this Agreement shall mean any day (other than a Saturday and a Sunday) on which banks in each of Toronto and Montreal are open for business. If the last day of a period of days is not a business day, the period shall be extended to the next following day which is a business day.

7.11 Third Party Beneficiaries

Section 5.3 is (i) intended for the benefit of all present and former directors, officers and employees of the Corporation and its subsidiaries, as and to the extent applicable in accordance with its terms, and shall be enforceable by each of such persons and his or her heirs, executors, administrators and other legal representatives (collectively, the "**Third Party Beneficiaries**") and the Corporation shall hold the rights and benefits of Section 5.3 in trust for and on behalf of the Third Party Beneficiaries and the Corporation hereby accepts such trust and agrees to hold the benefit of and enforce performance of such covenants on behalf of the Third Party Beneficiaries, and (ii) is in addition to, and not in substitution for, any other rights that the Third Party Beneficiaries may have by contract or otherwise.

7.12 Further Assurances

The parties hereto shall take all steps as may be reasonably required or desirable to consummate the Offers and the transactions contemplated in this Agreement. Each party shall provide such further documents or instruments required by any other party as may be reasonably necessary or desirable to give effect to the purpose of this Agreement and to carry out its provisions, whether before or after the Effective Date.

7.13 Severability

If any provision of this Agreement is determined to be illegal, invalid or unenforceable by an arbitrator or any court of competent jurisdiction, that provision will be severed from this Agreement and the remaining provisions shall remain in full force and effect.

7.14 Counterparts

This Agreement may be executed in one or more counterparts which together shall be deemed to constitute one valid and binding agreement and delivery of the counterparts may be effected by means of a telecopied transmission.

IN WITNESS WHEREOF this Agreement has been executed and delivered as of the date first above written, by the duly authorized representatives of the parties hereto.

6754520 CANADA LTD.

By: *"Thomas Aebischer"*
Thomas Aebischer
President

HOLCIM (US) INC.

By: *"Thomas Aebischer"*
Thomas Aebischer
Chief Financial Officer

ST. LAWRENCE CEMENT GROUP INC.

By: *"Robert B. Tuer"*
Robert B. Tuer
Chairman, Special Committee of the Board of Directors

SCHEDULE "A"
Conditions of the Offer for the Class A Shares

Notwithstanding any other provision of the Offer and subject to applicable Law, the Offeror shall have the right to withdraw or terminate the Offer and not take up, purchase or pay for, and shall have the right to extend the period of time during which the Offer is open for acceptance and postpone taking up and paying for, any Class A Shares deposited under the Offer, unless all of the following conditions are satisfied or waived by the Offeror at or prior to the Expiry Time:

(a) there being validly deposited or tendered under the Offer for the Class A Shares and not withdrawn, at the Expiry Time, a number of Class A Shares which constitutes at least a majority of the aggregate number of outstanding Class A Shares (including, for this purpose, Class A Shares underlying any options or other rights to acquire Class A Shares that are exercisable immediately prior to the Expiry Time) not currently owned by the Offeror and its affiliates, and the votes attaching to which shall be qualified to be included as votes in favour of any Subsequent Acquisition Transaction in determining whether approval (as construed under Applicable Securities Laws and applicable corporate Laws) has been obtained in respect thereof (the "**Minimum Condition**");

(b) (i) no act, action, suit or proceeding shall have been threatened, commenced or taken before or by any domestic or foreign Governmental Entity in Canada or elsewhere, whether or not having the force of Law; and (ii) no Law shall have been proposed, enacted, promulgated, amended or applied, in either case:

(A) to cease trade, enjoin, suspend, prohibit or impose material interlocutory or permanent limitations or conditions on the purchase by or the sale to the Offeror of Class A Shares or Class 1 Shares, the right of the Offeror to own or exercise full rights of ownership of Class A Shares and Class 1 Shares, or the consummation of the Offers, a Compulsory Acquisition or any Subsequent Acquisition Transaction;

(B) which, if either of the Offers, a Compulsory Acquisition or any Subsequent Acquisition Transaction were consummated, would reasonably be expected to have a Material Adverse Effect on the Corporation; or

(C) would prevent, or would materially and adversely affect the ability of the Offeror or its affiliates to make or consummate either of the Offers, or to effect a Compulsory Acquisition or Subsequent Acquisition Transaction;

(c) there shall not exist any prohibition at Law against the Offeror making the Offers or taking up and paying for Class A Shares and Class 1 Shares deposited under each applicable Offer or completing a Compulsory Acquisition or Subsequent Acquisition Transaction;

(d) there shall have been no breach of the representations, warranties or covenants of the Corporation under the Support Agreement as of the Effective Time, which breach, individually or in the aggregate, would reasonably be expected to have a Material Adverse Effect on the Corporation or on the ability of the Offeror to consummate the transactions contemplated herein and the Support Agreement shall not have been terminated;

(e) there shall not have occurred (i) any general suspension of trading in, or limitation on times or prices for, securities on the Toronto Stock Exchange, (ii) any extraordinary, material adverse change in the Canadian financial markets generally, being a decline of at least 20% in the S&P/TSX Composite Index from May 11, 2007 that has not been substantially recovered within a period of 5 trading days, (iii) any declaration of a general banking moratorium or any suspension of payments in respect of banks in Canada, (iv) any material limitation by any Governmental Entity or any court that materially affects the extension of credit generally by lenders that regularly participate in the Canadian or European market in loans, (v) a suspension of, or limitation (whether or not mandatory) on, the currency exchange markets or the imposition of, or material adverse changes in, any currency or exchange control laws in Canada or Switzerland, or (vi) in the case of any of the foregoing occurrences existing on or at the time of the commencement of the Offers, a material worsening thereof; and

(f) there does not exist and there shall not have occurred since the date of the Agreement (or if there does exist or shall have occurred prior to such date there shall not have been disclosed generally) any change or effect (or condition, event or development including a prospective change or effect) which when considered either individually or in the aggregate would have a Material Adverse Effect on the Corporation or which, if the Offers, a Compulsory Acquisition or a Subsequent Acquisition Transaction were consummated, would have a Material Adverse Effect on the Offeror or the Corporation.

The foregoing conditions are for the sole benefit of the Offeror and may be asserted by the Offeror in its sole discretion at any time, regardless of the circumstances giving rise to any such assertion, including any action or inaction by the Offeror. Each of the foregoing conditions is independent of and in addition to each other such condition. The Offeror may waive any of the foregoing conditions with respect to the Offer (so long as it waives the same condition or conditions to the other Offer) in whole or in part at any time and from time to time in its sole discretion, without prejudice to any other rights which the Offeror may have. The failure by the Offeror at any time to exercise any of the foregoing rights will not be deemed a waiver of any such right, the waiver of any such right with respect to particular facts and other circumstances will not be deemed a waiver with respect to any other facts and circumstances, and each such right shall be deemed an ongoing right that may be asserted at any time and from time to time by the Offeror.

SCHEDULE "B"
Conditions of the Offer for the Class 1 Shares

Notwithstanding any other provision of the Offer and subject to applicable Law, the Offeror shall have the right to withdraw or terminate the Offer and not take up, purchase or pay for, and shall have the right to extend the period of time during which the Offer is open for acceptance and postpone taking up and paying for, any Class 1 Shares deposited under the Offer, unless all of the following conditions are satisfied or waived by the Offeror at or prior to the Expiry Time:

(a) there being validly deposited or tendered under the Offer for the Class A Shares and not withdrawn, at the Expiry Time, a number of Class A Shares which constitutes at least a majority of the aggregate number of outstanding Class A Shares (including, for this purpose, Class A Shares underlying any options or other rights to acquire Class A Shares that are exercisable immediately prior to the Expiry Time) not currently owned by the Offeror and its affiliates, and the votes attaching to which shall be qualified to be included as votes in favour of any Subsequent Acquisition Transaction in determining whether approval (as construed under Applicable Securities Laws and applicable corporate Laws) has been obtained in respect thereof (the "**Minimum Condition**");

(b) (i) no act, action, suit or proceeding shall have been threatened, commenced or taken before or by any domestic or foreign Governmental Entity in Canada or elsewhere, whether or not having the force of Law; and (ii) no Law shall have been proposed, enacted, promulgated, amended or applied, in either case:

(A) to cease trade, enjoin, suspend, prohibit or impose material interlocutory or permanent limitations or conditions on the purchase by or the sale to the Offeror of Class A Shares or Class 1 Shares, the right of the Offeror to own or exercise full rights of ownership of Class A Shares and Class 1 Shares, or the consummation of the Offers, a Compulsory Acquisition or any Subsequent Acquisition Transaction;

(B) which, if either of the Offers, a Compulsory Acquisition or any Subsequent Acquisition Transaction were consummated, would reasonably be expected to have a Material Adverse Effect on the Corporation; or

(C) would prevent, or would materially and adversely affect the ability of the Offeror or its affiliates to make or consummate either of the Offers, or to effect a Compulsory Acquisition or Subsequent Acquisition Transaction;

(c) there shall not exist any prohibition at Law against the Offeror making the Offers or taking up and paying for Class A Shares and Class 1 Shares deposited under each applicable Offer or completing a Compulsory Acquisition or Subsequent Acquisition Transaction;

(d) there shall have been no breach of the representations, warranties or covenants of the Corporation under the Support Agreement as of the Effective Time, which breach, individually or in the aggregate, would reasonably be expected to have a Material Adverse Effect on the Corporation or on the ability of the Offeror to consummate the transactions contemplated herein and the Support Agreement shall not have been terminated;

(e) there shall not have occurred (i) any general suspension of trading in, or limitation on times or prices for, securities on the Toronto Stock Exchange, (ii) any extraordinary, material adverse change in the Canadian financial markets generally, being a decline of at least 20% in the S&P/TSX Composite Index from May 11, 2007 that has not been substantially recovered within a period of 5 trading days, (iii) any declaration of a general banking moratorium or any suspension of payments in respect of banks in Canada, (iv) any material limitation by any Governmental Entity or any court that materially affects the extension of credit generally by lenders that regularly participate in the Canadian or European market in loans, (v) a suspension of, or limitation (whether or not mandatory) on, the currency exchange markets or the imposition of, or material adverse changes in, any currency or exchange control laws in Canada or Switzerland, or (vi) in the case of any of the foregoing occurrences existing on or at the time of the commencement of the Offers, a material worsening thereof; and

(f) there does not exist and there shall not have occurred since the date of the Agreement (or if there does exist or shall have occurred prior to such date there shall not have been disclosed generally) any change or effect (or condition, event or development including a prospective change or effect) which when considered either individually or in the aggregate would have a Material Adverse Effect on the Corporation or which, if the Offers, a Compulsory Acquisition or a Subsequent Acquisition Transaction were consummated, would have a Material Adverse Effect on the Offeror or the Corporation.

The foregoing conditions are for the sole benefit of the Offeror and may be asserted by the Offeror in its sole discretion at any time, regardless of the circumstances giving rise to any such assertion, including any action or inaction by the Offeror. Each of the foregoing conditions is independent of and in addition to each other such condition. The Offeror may waive any of the foregoing conditions with respect to the Offer (so long as it waives the same condition or conditions to the other Offer) in whole or in part at any time and from time to time in its sole discretion, without prejudice to any other rights which the Offeror may have. The failure by the Offeror at any time to exercise any of the foregoing rights will not be deemed a waiver of any such right, the waiver of any such right with respect to particular facts and other circumstances will not be deemed a waiver with respect to any other facts and circumstances, and each such right shall be deemed an ongoing right that may be asserted at any time and from time to time by the Offeror.