

**AMENDMENT TO  
13 July, 2011 SETTLEMENT AGREEMENT  
BETWEEN  
FRANCE LÉPINE and BOEHRINGER INGELHEIM (CANADA) LTD.**

WHEREAS, Plaintiff, Class Counsel on behalf of the Settlement Class and BICL made and entered into an Agreement on 13 July, 2011 (the "Agreement");

WHEREAS, the Superior Court of Quebec has approved the Agreement pursuant to a judgment rendered 19 December, 2011;

WHEREAS, following the expiry of the Claim Period, Class Counsel and Defence Counsel have engaged in further negotiations regarding alleged Undocumented Claimants who allegedly filed Documented Claims during the Claim Period;

WHEREAS, as a result of these negotiations, the Parties have agreed that the Gambling Loss Fund should be increased by \$120,000 to CAD\$2,320,000 and that the Administrative Fund should be increased by \$15,000 to CAD\$215,000 (the \$120,000 and \$15,000 shall be collectively referred to herein as the ("Additional Settlement Amounts")), on the terms of this Amendment, as set out below;

NOW THEREFORE, in consideration of the foregoing, and conditional upon approval of this Amendment by the Superior Court, it is agreed by and among the Parties as follows:

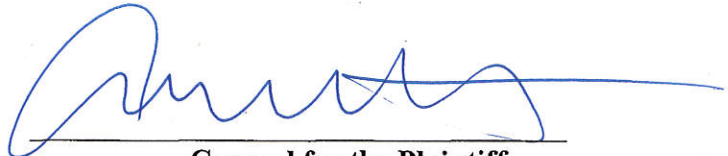
1. The definitions contained in the Agreement shall be applied to the present Amendment.
2. Class Counsel relinquishes and renounces to any rights under Section 7 of the Agreement to apply to the Court for an order declaring the Agreement null and void.
3. Except as otherwise provided in this Amendment, all other provisions of the Agreement remain binding on the Parties.
4. The Additional Settlement Amounts shall be remitted to Class Counsel on the condition that the Superior Court has rendered an order approving the present Amendment to the Agreement.
5. The period for delivery of decision letters provided for in Section 11.16 of the Agreement is hereby extended for 15 days from the date that this Amendment is approved by the Superior Court.
6. In the event that this Amendment is not approved by the Superior Court, the rights and obligations of the Parties shall revert to how they stood before this Amendment was made, except that Class Counsel shall have 10 days thereafter in which to apply to the Court pursuant to Section 7 of the Agreement, in which case the time period for the issuance of the decision letters contemplated by Section 11.16 of the Agreement shall be extended until 15 days after a final decision is rendered on Class Counsel's Section 7 Application.



7. This Amendment may be executed in counterparts.

**IN WITNESS WHEREOF** the Parties have executed this Amendment as of the 13th day of June, 2012.

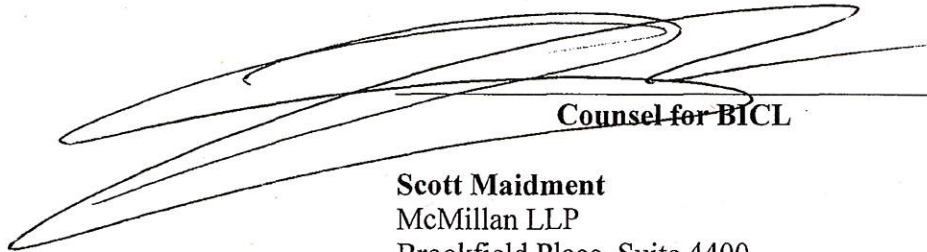
**Counsel executing this document hereby represent and warrant that they have authority to bind their respective clients to this Amendment.**



**Counsel for the Plaintiff**

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