

C A N A D A  
PROVINCE OF QUEBEC  
DISTRICT OF MONTREAL  
No: 500-06-000314-050

(CLASS ACTION)  
SUPERIOR COURT

BOYS AND GIRLS CLUB OF LONDON  
FOUNDATION, ET AL.

*Plaintiff*

v.

MOLSON COORS BREWING  
COMPANY, ET AL.

*Defendants*

---

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF DELAWARE

-----	X	
	:	
IN RE MOLSON COORS BREWING	:	Civil Action No. 1:05-cv-00294-GMS
COMPANY SECURITIES LITIGATION	:	(Consolidated)
	:	
-----	X	

STIPULATION AND SETTLEMENT AGREEMENT

## **STIPULATION AND SETTLEMENT AGREEMENT**

This Stipulation and Settlement Agreement (together with its exhibits, the “Stipulation”) is submitted in (1) *In re Molson Coors Brewing Company Securities Litigation*, C.A. No. 05-cv-294-GMS (Consolidated) (the “U.S. Action”) and (2) *Boys and Girls Club of London Foundation, et al. v. Molson Coors Brewing Company, et al.*, Court File No. 500-06-000314-050 (the “Canadian Action”) (collectively, the “Actions”).

Subject to the approval of the United States District Court for the District of Delaware, this Stipulation is entered into in the U.S. Action pursuant to Rule 23 of the Federal Rules of Civil Procedure by Lead Plaintiffs Metzler Investment GmbH and Drywall Acoustic Lathing and Insulation Local 675 Pension Fund (the “U.S. Lead Plaintiffs”), on behalf of themselves and the U.S. Class, and the U.S. Defendants.

Subject to the approval of the Superior Court of Quebec, this Stipulation is entered into in the Canadian Action pursuant to Article 1025 of the Quebec Code of Civil Procedure by the Boys and Girls Club of London Foundation and Edeltraud Leisser (the “Canadian Representative Plaintiffs”), on behalf of themselves and the Canadian Class, and the Canadian Defendants.

It is a condition of the global settlement contemplated by this Stipulation (the “Settlement”) that the Actions be settled contemporaneously and that the Settlement be approved by the respective courts in the Actions. It is a further condition that the Additional Canadian Actions identified below be discontinued and dismissed as contemplated by this Stipulation.

### **WHEREAS:**

A. On May 13, 2005, Drywall Acoustic Lathing and Insulation Local 675 Pension Fund filed a securities class action against certain of the U.S. Defendants in the United

States District Court for the District of Delaware, alleging misrepresentations in connection with the merger of the Adolph Coors Company (“Coors”) and Molson Inc. (“Molson”), among other things;

B. On May 19, 2005, Suzanne Ayotte-Englot commenced a lawsuit in the province of Quebec against certain of the Canadian Defendants before the Superior Court of Quebec (the “*Ayotte-Englot* Quebec Action”), alleging misrepresentations in connection with the merger of Coors and Molson, among other things;

C. On May 20, 2005 and May 24, 2005 respectively, Brent W. Klos and David Silver filed securities class actions in the United States District Court for the District of Delaware and on July 11, 2005 Brian Crombie filed a securities class action in the United States District Court for the District of Colorado (the “*Crombie* Action”), all making substantially similar allegations to the earlier-filed lawsuit by Drywall Acoustic Lathing and Insulation Local 675 Pension Fund;

D. On May 20, 2005 and October 25, 2005 respectively, Suzanne Ayotte-Englot and Brian Fenn commenced lawsuits in the province of Ontario against certain of the Canadian Defendants before the Ontario Superior Court of Justice (the “*Ayotte-Englot* Ontario Action” and the “*Fenn* Action,” respectively), both making substantially similar allegations to the earlier-filed *Ayotte-Englot* Quebec Action;

E. On October 25, 2005, the Boys and Girls Club of London Foundation commenced the Canadian Action, alleging, among other things, oppression and violations under the *Canada Business Corporations Act*, *Quebec Securities Act*, and the *Canadian Competition Act* in connection with the merger of Coors and Molson;

F. On November 7, 2005, the United States District Court for the District of Delaware ordered that the actions pending in the United States, other than the *Crombie* Action, be consolidated into the U.S. Action and later, on April 6, 2006, ordered that the *Crombie* Action be consolidated into the U.S. Action as well;

G. On December 2, 2005, the United States District Court for the District of Delaware ordered that Metzler Investment GmbH and Drywall Acoustic Lathing and Insulation Local 675 Pension Fund be named co-lead plaintiffs and Milberg Weiss Bershad and Schulman LLP (“Milberg Weiss”) be named lead plaintiffs’ counsel in the U.S. Action;

H. On February 6, 2006, the U.S. Lead Plaintiffs filed their consolidated amended complaint (the “U.S. Consolidated Amended Complaint”) alleging, among other things, violations of sections 10(b), 14(a), and 20(a) of the *Securities Exchange Act of 1934* and Rules 10b-5 and 14a-9 promulgated thereunder through the issuance of materially false and misleading statements leading up to and after the merger of Coors and Molson;

I. On April 7, 2006, the U.S. Defendants moved to dismiss the U.S. Consolidated Amended Complaint on, among other grounds, failure to state a claim and failure to plead with the requisite particularity, which motion was fully briefed on August 10, 2006 but has not been decided;

J. On May 16, 2006, a hearing was held at which the Superior Court of Quebec sanctioned an agreement whereby the Canadian Action was allowed to proceed as the lead action in Quebec and the *Ayotte-Englot* Quebec Action was suspended;

K. On March 23, 2007, the United States District Court for the District of Delaware entered an order replacing Milberg Weiss as lead plaintiffs’ counsel with the firms of Motley Rice LLC and Labaton Sucharow LLP as co-lead plaintiffs’ counsel;

L. On October 26, 2007, the Boys and Girls Club of London Foundation filed a Re-Amended Petition to Initiate a Class Action in the Canadian Action in order to appoint Edeltraud Leisser as a proposed class representative in addition to the Boys and Girls Club of London Foundation;

M. On October 29, 2007, a hearing concerning the motion for authorization to institute a class action and to obtain the status of representative was commenced in the Canadian Action, which hearing was then continued and the motion has not been decided; and

N. On February 26, 2008, the parties to all the lawsuits described herein conducted arm's-length negotiations with the assistance of the Honorable Nicholas H. Politan (Ret.), retired United States District Court Judge for the District of New Jersey, resulting in an agreement in principle to settle and resolve all the lawsuits.

**NOW, THEREFORE**, it is hereby **STIPULATED AND AGREED** by and between the parties to this Stipulation, through their respective counsel, as follows:

#### **DEFINITIONS**

1. As used in this Stipulation, the following terms shall have the following meanings:

(a) "Additional Canadian Actions" means the *Ayotte-Englot* Ontario Action, Court File No. 05/31136, the *Fenn* Action, Court File No. 48443 CP, and the *Ayotte-Englot* Quebec Action, Court File No. 550-06-000022-054.

(b) "Authorized Claimant" means a Class Member or authorized representative of such a Class Member who submits a timely and valid Proof of Claim form to the Claims Administrator.

(c) "Canadian Action Judgment" has the meaning set forth in ¶ 32(a) herein.

(d) “Canadian Class” means the class to be certified or authorized, for purposes of settlement only, by the Superior Court of Quebec comprising all persons and entities resident or domiciled in Canada subject to Article 999 of the Quebec Code of Civil Procedure: (i) that, as former shareholders of Molson, received shares of Molson Coors as a result of the February 9, 2005 merger of Molson and Coors; (ii) that were open market purchasers of the common stock of Coors from July 22, 2004 through February 9, 2005, inclusive; or (iii) that were open market purchasers of the common stock of Molson Coors, from the completion of the merger of Molson and Coors through April 27, 2005, inclusive, and who were allegedly damaged thereby, and including the plaintiffs in the Additional Canadian Actions and all persons and entities resident or domiciled in Canada included within the putative classes on whose behalf the Additional Canadian Actions were brought. Excluded from the Canadian Class are the Excluded Persons.

(e) “Canadian Class Counsel” means Siskinds LLP, Paquette Gadler Inc., and Merchant Law Group LLP.

(f) “Canadian Defendants” means Molson Coors Brewing Company; Molson Inc.; Molson Coors Canada Inc.; Peter H. Coors; W. Leo Kiely III; Charles M. Herington; Franklin W. Hobbs; Randall Oliphant; Pamela Patsley; Wayne Sanders; Albert C. Yates; Timothy V. Wolfe; Peter Swinburn; David G. Barnes; Peter M.R. Kendall; Daniel J. O’Neill; Luc Beauregard; Francesco Bellini; Eric H. Molson; John E. Cleghorn; Daniel W. Colson; Stephen T. Molson; Donald T. Drapkin, Luiz O. Goncalves, David P. O’Brien; H. Sanford Riley; Lloyd Barber; and Matthew Barrett.

(g) “Canadian Pre-Approval Order” means an order substantially in the form attached hereto as Exhibit A to be issued by the Superior Court of Quebec.

(h) “Claims Administrator” means such entity as is approved by the Courts to administer the Settlement.

(i) “Class” means all members of the U.S. Class and the Canadian Class, both individually and collectively.

(j) “Class Member” means a member of the Class.

(k) “Class Period” means July 22, 2004 through April 27, 2005, inclusive.

(l) “Courts” means the United States District Court for the District of Delaware and the Superior Court of Quebec.

(m) “Defendant Releasors” has the meaning set forth in ¶ 5 hereof.

(n) “Defendants” means the U.S. Defendants and the Canadian Defendants.

(o) “Defendants’ Canadian Counsel” means the law firm of McCarthy Tétrault LLP.

(p) “Defendants’ Counsel” means Defendants’ Canadian Counsel and Defendants’ U.S. Counsel.

(q) “Defendants’ U.S. Counsel” means the law firms of Willkie Farr & Gallagher LLP and Richards, Layton & Finger, P.A.

(r) “Effective Date” means the date upon which the Settlement contemplated by this Stipulation shall become effective as set forth in ¶ 37 hereof.

(s) “Escrow Agent” means Labaton Sucharow LLP.

(t) “Escrow Agent Account” means an interest-bearing account established for the benefit of the Class by the Escrow Agent in which the Gross Settlement Fund will only be invested in instruments backed by the full faith and credit of the U.S. Government or insured by

the U.S. Government or an agency thereof and held and maintained by the Escrow Agent in accordance with the terms of this Stipulation.

(u) “Excluded Person” means: (i) the Defendants; (ii) members of the immediate family of each of the Individual Defendants; (iii) each person who at any time served as an officer or director of Molson Coors Brewing Company, Molson Inc., or Molson Coors Canada, and members of their respective immediate families; (iv) any person, firm, trust, corporation, officer, director or other individual or entity in which any Defendant has or had, during the Class Period, a controlling interest or which is related to or affiliated with any of the Defendants; and (v) any putative members of the Class who timely and validly request exclusion from the Class in accordance with the requirements set forth in the Notices to putative Class Members approved by the Courts as provided for herein.

(v) “Final” means no longer subject to appeal or review. Notwithstanding the foregoing, any proceeding or order, or any appeal or petition for a writ of certiorari or other review, pertaining solely to (i) any application for or payment of attorneys’ fees, costs or expenses or (ii) the Plan of Allocation, shall not in any way delay or preclude the Judgments from becoming Final.

(w) “Fund” has the meaning set forth in ¶ 10(d) hereof.

(x) “Gross Settlement Fund” means the cash amounts to be paid to the Escrow Agent by or on behalf of Molson Coors pursuant to ¶ 7 hereof, and any interest on or other income or gains in respect of said sum earned while such amounts are held by the Escrow Agent.

(y) “Judgments” means both the U.S. Action Judgment and the Canadian Action Judgment.



(z) “Molson Coors” means Molson Coors Brewing Company and its predecessors, parents, subsidiaries, affiliates, successors, and assigns.

(aa) “Net Settlement Fund” has the meaning set forth in ¶ 10(a) hereof.

(bb) “Notices” means, collectively, the Notice of Pendency and Proposed Settlement of Class Actions and the Summary Notice of Pendency, Proposed Settlement, and Settlement Hearings giving Class Members notice of this Settlement substantially in the form attached hereto as Exhibits C-1 and C-3, respectively, to be approved by the Courts.

(cc) “Opt-out Deadline” means 90 days after the mailing of the Notice of Pendency and Proposed Settlement of Class Actions to the Class Members or such other time as may be set by the Courts for seeking exclusion from the Class.

(dd) “Opt-out Thresholds” has the meaning set forth in ¶ 36 herein and in the Supplemental Agreement.

(ee) “Plaintiffs’ Counsel” means U.S. Lead Plaintiffs’ Counsel and Canadian Class Counsel.

(ff) “Plan of Notice” means a plan for providing notice of the Settlement to Class Members substantially in the form attached hereto as Exhibit C-4 to be approved by the Courts.

(gg) “Plan of Allocation” means a plan for distribution of the Net Settlement Fund to Authorized Claimants acceptable to Plaintiffs’ Counsel, acting reasonably, and approved by the Courts.

(hh) “Proof(s) of Claim” means the form to be submitted by Canadian Class Members and U.S. Class Members substantially in the form attached hereto as Exhibit C-2, to be approved by the Courts.

(ii) “Released Parties” means Defendants and each of their respective present and former parents, subsidiaries, affiliates, officers, directors, employees, general or limited partners or partnerships, foundations, trusts, principals, trustees, attorneys, auditors, accountants, investment bankers, consultants, agents, insurers, co-insurers, heirs, executors, administrators, predecessors, successors, and assigns.

(jj) “Released Plaintiff Parties” has the meaning set forth in ¶ 5 hereof.

(kk) “Releasors” has the meaning set forth in ¶ 3 hereof.

(ll) “Settled Claims” means any and all claims, rights, causes of action, damages, or liabilities of any kind, nature, and character whatsoever in law, equity, or otherwise, including both known and Unknown Claims, which were, could have been, or could be asserted in any forum by the Class Members against any of the Released Parties, whether under United States or Canadian federal, state, provincial, local, statutory, or common law, or any other law, rule, or regulation, and whether directly, indirectly, or derivatively, based upon, arising out of or relating to any acts, facts, transactions, occurrences, representations, allegations, or omissions during the Class Period concerning or in any way related to the acquisition or disposition of Molson, Coors, or Molson Coors securities during the Class Period, the allegations of the Actions and the Additional Canadian Actions, or any violation of law in connection therewith, or any public statements concerning or relating to Molson, Coors, or Molson Coors (or any of their subsidiaries or affiliates), but excluding any claims to enforce the terms of this Settlement. Settled Claims does not include those pending in the action entitled *Phillips v. Molson Coors Brewing Company, et al.*, No. 05-604 KAJ (D.Del.).

(mm) “Settled Defendants’ Claims” means any and all claims, rights, causes of action, damages, or liabilities of any kind, nature, and character whatsoever in law, equity, or

otherwise, including both known and Unknown Claims, which were, could have been, or could be asserted in any forum by the Released Parties against any of the Released Plaintiff Parties, whether under United States or Canadian federal, state, provincial, local, statutory or common law, or any other law, rule, or regulation, and whether directly or indirectly based upon, arising out of or relating in any way to the institution or prosecution of the Actions or the Additional Canadian Actions, but excluding any claims to enforce the terms of this Settlement.

(nn) “Supplemental Agreement” has the meaning set forth in ¶ 36 hereof.

(oo) “Settlement Hearings” means, collectively, the hearing before the Superior Court of Quebec and the hearing before United States District Court for the District of Delaware to consider the fairness of the Settlement.

(pp) “Taxes” means (i) any and all applicable taxes, duties, and similar charges imposed by a government authority (including any estimated taxes, interest, or penalties) arising in any jurisdiction (A) with respect to the income or gains earned by the Gross Settlement Fund, including any taxes that may be imposed upon Molson Coors or their counsel or insurers, with respect to any income or gains earned by the Gross Settlement Fund for any period while it is held by the Escrow Agent during which the Gross Settlement Fund does not qualify as a Qualified Settlement Fund for federal, state, or provincial income tax purposes; or (B) by way of withholding as required by applicable law on any distribution by the Escrow Agent or the Claims Administrator of any portion of the Gross Settlement Fund to Authorized Claimants and other persons entitled hereto pursuant to this Stipulation; and (ii) any and all expenses, liabilities, and costs incurred in connection with the taxation of the Gross Settlement Fund (including expenses of tax attorneys and accountants). For the purposes of subparagraph (i) hereof and avoidance of doubt, taxes, if any, imposed on Molson Coors shall include amounts equivalent to taxes that

would be payable by Molson Coors but for the existence of relief from taxes by virtue of loss carryforwards or other tax attributes, determined by Molson Coors, acting reasonably, and accepted by the Escrow Agent, acting reasonably.

(qq) “Termination Notice” has the meaning set forth in ¶ 38 hereof.

(rr) “Unknown Claims” means any and all Settled Claims which any of the U.S. Lead Plaintiffs, the Canadian Representative Plaintiffs, or the Class Members does not know or suspect to exist in his favor at the time of the Effective Date and any Settled Defendants’ Claims which any Defendant does not know or suspect to exist in his favor, as of the Effective Date, which if known might have affected his decisions with respect to the Settlement and releases therein. With respect to any and all Settled Claims and Settled Defendants’ Claims, the parties stipulate and agree that, upon the Effective Date, U.S. Lead Plaintiffs, Canadian Representative Plaintiffs, and Defendants shall expressly waive, and each Class Member shall be deemed to have waived, and by operation of the Judgments shall have expressly waived, any and all provisions, rights, and benefits conferred by any law of any state, province, or territory of the United States or Canada, or principle of common law or otherwise, which provides that a general release does not extend to claims which a creditor or releasor does not know or suspect to exist in his favor at the time of executing the release which, if known, might have materially affected his settlement and release of individuals and persons, including any provisions, rights or benefits under California Civil Code § 1542, which provides:

A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

U.S. Lead Plaintiffs, Canadian Representative Plaintiff, and Class Members may hereinafter discover facts in addition to, or different from, those which they know or believe to be true with respect to the subject matter of the Settled Claims, but U.S. Lead Plaintiffs and the Canadian

Representative Plaintiffs shall expressly fully, finally, and forever settle and release, and each Class Member, upon the Effective Date, shall be deemed to have and, by operation of the Judgments shall have, fully, finally, and forever settled and released any and all Settled Claims. U.S. Lead Plaintiffs, Canadian Representative Plaintiffs, and Defendants acknowledge, and Class Members by operation of law shall be deemed to have acknowledged, that the inclusion of “Unknown Claims” in the definition of Settled Claims and Settled Defendants’ Claims was separately bargained for and was a key element of the Settlement.

(ss) “U.S. Action Judgment” has the meaning set forth in ¶ 31 herein.

(tt) “U.S. Class” means the class to be certified, for purposes of settlement only, by the United States District Court for the District of Delaware comprising all persons and entities: (i) that, as former shareholders of Molson, received shares of Molson Coors as a result of the February 9, 2005 merger of Molson and Coors; (ii) that were open market purchasers of the common stock of Coors from July 22, 2004 through February 9, 2005, inclusive; or (iii) that were open market purchasers of the common stock of Molson Coors, from the completion of the merger of Molson and Coors through April 27, 2005, inclusive, and who were allegedly damaged thereby, other than members of the Canadian Class and Excluded Persons.

(uu) “U.S. Defendants” means Molson Coors Brewing Company; Peter H. Coors; W. Leo Kiely III; Charles M. Herington; Franklin W. Hobbs; Randall Oliphant; Pamela Patsley; Wayne Sanders; Albert C. Yates; Timothy V. Wolfe; Peter Swinburn; David G. Barnes; Peter M.R. Kendall; and Daniel J. O’Neill.

(vv) “U.S. Lead Plaintiffs’ Counsel” means the law firms of Labaton Sucharow LLP and Motley Rice LLC, together with liaison counsel Rigrodsky & Long, P.A.

(ww) “U.S. Preliminary Approval Order” means an order substantially in the form attached hereto as Exhibit C to be issued by the United States District Court for the District of Delaware.

### **SCOPE AND EFFECT OF SETTLEMENT**

2. The obligations incurred pursuant to this Stipulation shall be in full and final disposition with prejudice of (i) the Actions, (ii) any and all Settled Claims as against all Released Parties, and (iii) any and all Settled Defendants’ Claims. Nothing herein shall affect any right to enforce the terms of the Stipulation.

3. Upon the Effective Date, U.S. Lead Plaintiffs, the Canadian Representative Plaintiffs, and all Class Members on behalf of themselves, their personal representatives, heirs, executors, administrators, trustees, beneficiaries, current and former plan members and contributors, successors, and assigns (individually and collectively herein, the “Releasors”), with respect to each and every Settled Claim, release and forever discharge, and are forever barred and enjoined from prosecuting, any Settled Claims against any of the Released Parties, and shall not institute, continue, maintain, or assert, either directly, indirectly, or derivatively, whether in the United States, Canada, or elsewhere, on their own behalf or on behalf of any class or any other person, any action, suit, cause of action, proceeding, complaint, claim or demand against any Released Party or any other person who may claim any form of contribution or indemnity from any Released Party in respect of any Settled Claim or any matter related thereto.

4. Upon the Effective Date, this Stipulation shall operate conclusively as an estoppel and full defense in the event of any action, suit, cause of action, proceeding, complaint, claim or demand brought by any Releasors against any of the Released Parties with respect to Settled Claims, and this Stipulation may be pleaded in the event of any such action, suit, cause of action,

proceeding, complaint, claim or demand and relied upon for the purpose of an application to dismiss the action, suit, cause of action, proceeding, complaint, claim or demand on a summary basis. Following the Effective Date, no Releasor may seek to avoid the application of this Stipulation based on a lack of privity or mutuality.

5. Upon the Effective Date, the Defendants, on behalf of themselves, their personal representatives, heirs, executors, administrators, trustees, successors, and assigns (the “Defendant Releasors”), release and forever discharge each and every one of the Settled Defendants’ Claims, and are forever barred and enjoined from prosecuting the Settled Defendants’ Claims against U.S. Lead Plaintiffs, the Canadian Representative Plaintiffs, their respective counsel, and all Class Members (the “Released Plaintiff Parties”).

6. Upon the Effective Date, this Stipulation shall operate conclusively as an estoppel and full defense in the event of any action, suit, cause of action, proceeding, complaint, claim, or demand brought by any Defendant Releasors against any of the Released Plaintiff Parties with respect to Settled Defendants’ Claims and this Stipulation may be pleaded in the event of any such action, suit, cause of action, proceeding, complaint, claim, or demand and relied upon for the purpose of an application to dismiss the action, suit, cause of action, proceeding, complaint, claim, or demand on a summary basis.

#### **SETTLEMENT CONSIDERATION**

7. As consideration for the Settlement, Molson Coors or its insurer shall pay or cause to be paid the sum of SIX MILLION U.S. DOLLARS, less any notice costs previously paid by Molson Coors’ insurer pursuant to ¶ 10(b), to the Escrow Agent within 10 business days after both the Canadian Pre-Approval Order and the U.S. Preliminary Approval Order have been entered by the Courts.

8. The Escrow Agent shall hold the Gross Settlement Fund in the Escrow Agent Account as agent for the Class, and all funds held by the Escrow Agent shall be deemed to be in the custody of the Courts until such time as the funds shall be distributed to Authorized Claimants or paid to Molson Coors or its insurer upon termination of the Settlement pursuant to this Stipulation or further orders of one or both of the Courts.

9. For the purposes of U.S. tax treatment, the Gross Settlement Fund is intended to be a Qualified Settlement Fund within the meaning of U.S. Treasury Regulation § 1.468B-1, et seq., and the Escrow Agent, as administrator of the Gross Settlement Fund within the meaning of U.S. Treasury Regulation § 1.468B-2(k)(3), shall be responsible for the filing of tax returns and any other tax reporting for the Gross Settlement Fund and the payment from the Gross Settlement Fund of any Taxes owed with respect to the Gross Settlement Fund. The Gross Settlement Fund shall be treated as a Qualified Settlement Fund from the earliest date possible, and the parties agree to any relation-back election required to treat the Gross Settlement Fund as a Qualified Settlement Fund from the earliest date possible. Molson Coors agrees to provide promptly to the Escrow Agent the statement described in U.S. Treasury Regulation § 1.468B-3(e).

10. (a) The Gross Settlement Fund shall be used to pay (i) for all costs incurred and associated with any and all notices to Class Members and administration costs referred to in ¶ 14 hereof, (ii) the attorneys' fee and expense award referred to in ¶ 17 hereof, and (iii) the remaining administration expenses referred to in ¶ 14 hereof. The balance of the Gross Settlement Fund after the above payments and payment of any Taxes shall be the "Net Settlement Fund." The Net Settlement Fund shall be transferred following the Effective Date by



the Escrow Agent to the Claims Administrator for distribution to Authorized Claimants as provided in the Plan of Allocation and ¶ 26 hereof.

(b) Notwithstanding the foregoing or anything else in this Stipulation, to the extent any costs associated with notice to class members are incurred prior to payment of the Gross Settlement Fund to the Escrow Agent, such costs shall be billed directly to and paid by Molson Coors' insurer at the following address: AIG Domestic Claims, Inc., 175 Water Street – Fifth Floor, New York, NY 10083, Attn: Joseph J. Macchiarola. The translation of any notices to Class Members into the French language, or any other document required to be translated into the French language by the Superior Court of Quebec, shall be provided by Defendants' Counsel.

(c) All Taxes shall be paid out of the Gross Settlement Fund, shall be considered to be a cost of administration of the Settlement, and shall be timely paid at the direction of the Escrow Agent without prior order of the Courts. The Claims Administrator or the Escrow Agent shall, to the extent required by law, be obligated to withhold from any distributions to Authorized Claimants any funds necessary to pay Taxes, including the establishment of adequate reserves for Taxes as well as any amount that may be required to be withheld under U.S. Treasury Regulation §1.468B-2(1)(2) or otherwise under applicable law. The Gross Settlement Fund shall be applied to indemnify and hold harmless the Defendants and their counsel for Taxes (including taxes payable by reason of any such indemnification).

(d) To the extent (without prejudice or admission of any kind) that the Fonds d'aide aux recours collectifs (Class Action Assistance Fund (the "Fund")) of Quebec is entitled under Quebec law to any portion of the Net Settlement Fund regarding claims by Quebec residents, any relevant portions will be set aside by the Claims Administrator on behalf of and paid over to the Fund from the amounts otherwise allocable to such Quebec residents under the

Plan of Allocation, it being agreed and understood that none of the Defendants or the Released Parties shall bear any responsibility for any such payments to the Fund.

(e) None of the Defendants or the Released Parties shall have any responsibility for or liability whatsoever with respect to (i) any act, omission, or determination of Plaintiffs' Counsel, the Escrow Agent, or the Claims Administrator, or any of their respective designees or agents, in connection with the administration of the Settlement or otherwise; (ii) the management, investment, or distribution of the Gross Settlement Fund; (iii) the Plan of Allocation; (iv) the determination, administration, calculation, or payment of any claims asserted against the Gross Settlement Fund; (v) any losses suffered by, or fluctuations in the value of, the Gross Settlement Fund; or (vi) the payment or withholding of any Taxes, expenses or costs incurred in connection with the taxation of the Gross Settlement Fund or the filing of any returns.

(f) Authorized Claimants shall provide any and all information that the Claims Administrator may reasonably require and which is required by applicable law in respect of Taxes and filings and reportings for and in respect of Taxes, before any distributions are made to Authorized Claimants as contemplated hereby, and the Claims Administrator may, without liability to the Authorized Claimants, delay such distributions unless and until such information is provided in the form required by the Claims Administrator.

#### **ADMINISTRATION**

11. The Claims Administrator shall administer the Settlement subject to the jurisdiction of the United States District Court for the District of Delaware with respect to the U.S. Class and the Superior Court of Quebec with respect to the Canadian Class.

12. To the extent reasonably necessary to effectuate notice of the Settlement, Molson Coors shall, at its own expense, provide to the Claims Administrator to the extent reasonably

available all information reasonably requested from Molson Coors's transfer records concerning the identity and last known address of Class Members and their transactions during the Class Period. The Claims Administrator shall treat such information as confidential and shall take all necessary steps to maintain the confidentiality of such information.

13. The Escrow Agent, acting solely in its capacity as escrow agent, shall be subject to the jurisdiction of the Courts.

14. The Escrow Agent may pay from the Gross Settlement Fund, without further approval from Molson Coors, all reasonable costs and expenses associated with administration of the Settlement and identifying and notifying the Class Members and effecting mailing or publication of the Notices to the Class approved by the Courts, including the actual costs of printing and mailing or publication of such notices, reimbursements to nominee owners for forwarding the Notices and other settlement-related documents to their beneficial owners, and the administrative expenses incurred and fees charged by the Claims Administrator in connection with providing the Notices and processing the submitted claims. In the event that the Settlement is terminated, as provided for herein, reasonable and proper notice and administration costs paid or accrued in connection with this paragraph shall not be returned to Molson Coors.

#### **ATTORNEYS' FEES AND EXPENSES**

15. Contemporaneously with their motion for final approval of the Settlement, U.S. Lead Plaintiffs' Counsel will make a motion to the United States District Court for the District of Delaware for an award of attorneys' fees and reimbursement of expenses payable from the Gross Settlement Fund. Canadian Class Counsel will similarly bring a motion to the Superior Court of Quebec for an award of their counsel fees and reimbursement of expenses to be paid from the Gross Settlement Fund contemporaneously with their motion for approval of the Settlement.

Defendants will take no position on such motions, and Plaintiff' Counsel shall not seek combined awards in excess of 30 percent of the Gross Settlement Fund.

16. Such amounts as are awarded by the United States District Court for the District of Delaware to U.S. Lead Plaintiffs' Counsel and by the Superior Court of Quebec to Canadian Class Counsel from the Gross Settlement Fund shall be payable by the Escrow Agent immediately after the later of (i) entry of the U.S. Action Judgment or (ii) entry of the Canadian Action Judgment, subject to Plaintiffs' Counsel's obligations to make prompt and appropriate reimbursement to the Gross Settlement Fund, plus accrued interest at the same rate as is earned by the Gross Settlement Fund under the Escrow Agent Account, if and when, (i) as a result of any appeal or further proceedings on remand, or successful collateral attack, the fee or cost award is reduced or reversed, (ii) the Effective Date for any reason does not occur, or (iii) the Stipulation is terminated. Reimbursement to the Gross Settlement Fund shall be made no later than 10 business days after (i) notice of the reduction or reversal of a fee or cost award or (ii) receipt of a Termination Notice.

17. The fees and expenses to be paid to U.S. Lead Plaintiffs' Counsel and Canadian Class Counsel from the Gross Settlement Fund shall be such amounts as are approved by the Courts. Any dispute pertaining solely to any application for or payment of attorneys' fees, costs, or expenses shall have no effect on the validity or enforceability of the Stipulation.

18. Defendants and the Released Parties shall have no responsibility for, or any liability whatsoever with respect to, any payment of counsel fees and expenses to U.S. Lead Plaintiffs' Counsel or to Canadian Class Counsel.

## **DISTRIBUTION TO AUTHORIZED CLAIMANTS**

19. The Claims Administrator shall determine each Authorized Claimant's share of the Net Settlement Fund based upon each Authorized Claimant's recognized claim as defined in the Plan of Allocation, subject to any further approval and order(s) of the Courts.

20. It is understood and agreed by the parties that any Plan of Allocation proposed to the Courts is not part of the Stipulation and is to be considered by the Courts separately from the Courts' consideration of the fairness, reasonableness, and adequacy of the Settlement, and any order or proceeding relating to the Plan of Allocation shall not operate to terminate or cancel the Stipulation or affect Final Judgments approving the Stipulation and the Settlement set forth herein, or any other orders entered pursuant to the Stipulation.

21. Neither Molson Coors nor its insurer shall be entitled to receive any of the Gross Settlement Fund following the Effective Date. Defendants shall have no involvement in reviewing or challenging claims.

22. Any Class Member who does not submit a valid and timely Proof of Claim will not be entitled to receive any of the proceeds from the Net Settlement Fund but will otherwise be bound by all of the terms of this Stipulation and the Settlement, including the terms of the U.S. Action Judgment in the case of U.S. Class Members or the Canadian Action Judgment in the case of Canadian Class Members.

23. The Claims Administrator shall process the Proofs of Claim and, after the Effective Date, the Claims Administrator shall distribute the Net Settlement Fund to Authorized Claimants in accordance with the Plan of Allocation approved by the Courts, and any further order(s) of the Courts. However, if there is any balance remaining in the Net Settlement Fund after distribution to Authorized Claimants (whether by reason of tax refunds, uncashed checks or

otherwise), such balance shall be donated to an appropriate non-profit organization(s) to be selected jointly by Plaintiffs' Counsel and Molson Coors. Defendants and the Released Parties shall have no liability, obligation, or responsibility for the administration of the Settlement or disbursement of the Net Settlement Fund.

24. Payment pursuant to the Settlement shall be deemed final and conclusive against all Class Members. All Class Members whose claims are not approved shall be barred from participating in distributions from the Net Settlement Fund, but otherwise shall be bound by all of the terms of this Stipulation and the Settlement, including the terms of the U.S. Action Judgment in the case of U.S. Class Members or the Canadian Action Judgment in the case of Canadian Class Members.

25. All proceedings with respect to the administration, processing, and determination of Proofs of Claim, and the determination of all controversies relating thereto, including disputed questions of law and fact with respect to the validity of claims, shall be subject to the jurisdiction of the United States District Court for the District of Delaware with respect to U.S. Class Members or the jurisdiction of the Superior Court of Quebec with respect to Canadian Class Members.

26. The Net Settlement Fund shall be distributed to Authorized Claimants by the Claims Administrator only after the Effective Date, and after all claims have been processed, and all Class Members whose claims have been rejected or disallowed, in whole or in part, have been notified and provided the opportunity to contest with the Claims Administrator such rejection or disallowance in accordance with the Plan of Allocation.

27. Ninety days after the mailing of the Notice of Pendency and Proposed Settlement of Class Action to the members of the Class, or within such other time as may be set by the

Courts, each member of the Class claiming to be an Authorized Claimant shall be required to submit to the Claims Administrator a completed Proof of Claim signed under penalty of perjury and supported by such documents as are specified in the Proof of Claim and as are reasonably available to the Class Member. Counsel for the parties shall use their best efforts to have the Courts set a uniform deadline for the submission of Proof of Claim forms.

28. No Class Member shall have any claim against U.S. Lead Plaintiffs' Counsel, Canadian Class Counsel, or against any of the Defendants or the Released Parties based on the investments, costs, expenses, administration, allocations, payments, and distributions that are made substantially in accordance with this Stipulation and the Settlement contained herein, the Plan of Allocation approved by the Courts, or further order of the Courts.

#### **APPROVAL OF THE SETTLEMENT**

29. The parties will use their best efforts to secure approval and consummation of the Settlement and dismissal of the Additional Canadian Actions. The parties agree to stay all proceedings and steps in the Actions and the Additional Canadian Actions, other than proceedings contemplated by this Stipulation, until the Effective Date or the termination of this Stipulation as provided herein, whichever occurs first.

30. (a) Promptly after this Stipulation has been fully executed, U.S. Lead Plaintiffs shall apply to the United States District Court for the District of Delaware, on notice to the U.S. Defendants, for entry of the U.S. Preliminary Approval Order, including approval of the Notices to be issued in connection with the U.S. Action.

(b) Promptly after this Stipulation has been fully executed, Canadian Class Counsel shall apply to the Superior Court of Quebec, on notice to the Canadian Defendants, for entry of the Canadian Pre-Approval Order, including approval of the Notices to be issued in connection with the Canadian Action.

31. If the U.S. Preliminary Approval Order is entered by the United States District Court for the District of Delaware, U.S. Lead Plaintiffs' Counsel and Defendants' U.S. Counsel shall jointly seek to have a Settlement Hearing scheduled within 21 days after the Opt-out Deadline, for the United States District Court for the District of Delaware to consider the fairness of the Settlement and, in connection with that hearing, shall jointly request that the final order and judgment substantially in the form attached hereto as Exhibit D, or in a form acceptable to the U.S. Plaintiffs' Lead Counsel and Defendants' U.S. Counsel (the "U.S. Action Judgment"), be issued and entered.

32. (a) If the Canadian Pre-Approval Order is entered by the Superior Court of Quebec, Canadian Class Counsel and Defendants' Canadian Counsel shall jointly seek to have a Settlement Hearing scheduled 14 days after the Opt-Out Deadline for the Superior Court of Quebec to consider the fairness of the Settlement and, in connection with that hearing, shall jointly request that the final order and judgment substantially in the form annexed hereto as Exhibit B, or in a form acceptable to the Canadian Class Counsel and Defendants' Canadian Counsel (the "Canadian Action Judgment"), be issued and entered.

(b) Contemporaneously with the Settlement Hearing before the Superior Court of Quebec, Canadian Class Counsel and Defendants' Canadian Counsel shall seek leave of the Superior Court of Quebec to discontinue and dismiss the *Ayotte-Englot* Quebec Action.

(c) No later than 10 business days after entry of the Canadian Action Judgment, Canadian Class Counsel and Defendants' Canadian Counsel shall file a motion with the Ontario Superior Court of Justice, seeking to discontinue and dismiss the *Ayotte-Englot* Ontario Action and the *Fenn* Action.



33. Defendants do not consent to certification or authorization of the Actions other than to effectuate the Settlement. If the Settlement is not approved, is terminated pursuant to the terms in this Stipulation or the Supplemental Agreement, or the Effective Date for any reason does not occur, any orders entered in connection with this Settlement shall be automatically set aside on consent upon notice to the Courts.

#### **OPT-OUTS AND OPT-OUT THRESHOLDS**

34. Putative Class Members shall have the right to exclude themselves, or opt-out, from either the U.S. Class or Canadian Class and thereby from the U.S. Action or the Canadian Action and this Settlement. Putative Class Members who wish to elect to opt-out shall mail a written request for exclusion, in the manner set forth in the Notices, U.S. Preliminary Approval Order, and Canadian Pre-Approval Order, to the Claims Administrator by the Opt-out Deadline. Putative Class Members who timely and validly opt-out shall be excluded from any and all rights and obligations under the Settlement. Putative Class Members who do not opt-out in the manner and time prescribed herein shall be deemed to have elected to participate in this Settlement regardless of whether such individual or person timely files a valid Proof of Claim or whether such Proof of Claim is accepted or rejected.

35. Within 5 calendar days following the Opt-out Deadline, the Claims Administrator shall provide to Defendants' Counsel and Plaintiffs' Counsel copies of all exclusion requests.

36. Simultaneously herewith, Plaintiffs' Counsel and Defendants' Counsel are executing a "Supplemental Agreement" setting forth certain conditions under which this Settlement may be terminated by Molson Coors if potential Class Members who acquired in excess of a certain number of Molson, Coors, or Molson Coors securities during the Class Period exclude themselves from the Class (the "Opt-out Thresholds") by validly and timely requesting

exclusion from the Class. The Supplemental Agreement shall not be filed with the Courts unless a dispute arises as to its terms. Notwithstanding the foregoing, the Supplemental Agreement may be disclosed to the Courts for purposes of the approval of the Settlement as required by the Courts and may otherwise be disclosed as required by law, but such disclosure shall be carried out to the fullest extent possible so as to maintain the Opt-out Thresholds as confidential.

#### **EFFECTIVE DATE OF SETTLEMENT, WAIVER, AND TERMINATION**

37. The “Effective Date” of Settlement shall be the date when all of the following conditions of this Settlement shall have occurred:

- (i) Molson Coors or its insurer has timely made the contribution to the Gross Settlement Fund as required by ¶ 7 of this Stipulation;
- (ii) the United States District Court for the District of Delaware has entered, without material modification, the U.S. Preliminary Approval Order;
- (iii) the U.S. Action Judgment has been entered, without material modification, by the United States District Court for the District of Delaware and has become Final;
- (iv) the Superior Court of Quebec has entered, without material modification, the Canadian Pre-Approval Order;
- (v) the Canadian Action Judgment has been entered, without material modification, by the Superior Court of Quebec and has become Final;
- (vi) the Additional Canadian Actions have been dismissed and such dismissals have become Final; and
- (vii) the time to terminate the Settlement pursuant to ¶¶ 38 or 39 hereof and the Supplemental Agreement has expired without any such termination.

38. U.S. Lead Plaintiffs, the Canadian Representative Plaintiffs, and Molson Coors shall each have the right to terminate the Settlement and thereby this Stipulation by providing written notice of an election to do so (the "Termination Notice") to one another and the Escrow Agent within 30 calendar days of: (a) any one of the Courts declining to issue the U.S. Preliminary Approval Order or the Canadian Pre-Approval Order in any material respect; (b) any one of the Courts declining to approve this Settlement as set forth in this Stipulation in any material respect; (c) any one of the Courts declining to enter either the U.S. Action Judgment or the Canadian Action Judgment in any material respect; (d) any appellate court reversing or modifying in any material respect the U.S. Action Judgment, the Canadian Action Judgment, or any order contemplated by this Settlement; (e) any court declining to grant leave to dismiss the Additional Canadian Actions; or (f) any appellate court reversing or modifying in any material respect the dismissal of any of the Additional Canadian Actions.

39. Notwithstanding anything else in this Stipulation, Molson Coors may, in accordance with the terms set forth in the Supplemental Agreement, and in its sole and unfettered discretion, elect in writing to terminate the Settlement and this Stipulation, as provided in the Supplemental Agreement.

40. In the event the Settlement is terminated or fails to become effective for any reason, then, (i) within 12 business days after service of the Termination Notice, the Escrow Agent shall return the Gross Settlement Fund, including the reimbursement of attorneys' fees as provided for herein, to Molson Coors or its insurer, together with any interest earned thereon, less any Taxes due with respect to such income, and less costs of administration and notice actually incurred and paid or payable from the Gross Settlement Fund, and (ii) the parties to this Stipulation shall be deemed to have reverted to their respective status in the Actions immediately

prior to the execution of this Stipulation, and shall proceed in all respects, except as otherwise expressly provided, as if this Stipulation and any related orders and judgments had not been entered.

#### **NO ADMISSION OF WRONGDOING**

41. This Stipulation, whether or not consummated, and any negotiations or proceedings in connection herewith and any orders of the Court relating to it do not constitute and will not be construed as, or be deemed to be, evidence or an admission or concession on the part of the Defendants of any liability or wrongdoing whatsoever or of the appropriateness of certifying a class other than for settlement purposes, or on the part of U.S. Lead Plaintiffs, the Canadian Representative Plaintiffs, their counsel, or any of the Class Members of any lack of merit to the Actions or the Additional Canadian Actions. The Stipulation shall not be construed as evidence or an admission or concession that the consideration to be given hereunder represents the amount that could or would have been recovered after trial. This Stipulation and each of its provisions and any orders of any Court relating to it will not be offered or received in evidence in the Actions, the Additional Canadian Actions, or in any other action or proceeding for any purpose, except to enforce their terms.

#### **MISCELLANEOUS PROVISIONS**

42. The parties to this Stipulation intend the Settlement to be a final and complete resolution of all disputes asserted or which could be asserted by the Class Members against the Released Parties with respect to the Settled Claims. Accordingly, U.S. Lead Plaintiffs, the Canadian Representative Plaintiffs, and Defendants agree not to assert in any forum that the Actions were brought by the plaintiffs or defended by Defendants in those actions in bad faith or without a reasonable basis. The parties shall assert no claims of any violation of Rule 11 of the

(U.S.) Federal Rules of Civil Procedure relating to the prosecution, defense, or settlement of the Actions. The parties agree that the amount paid and the other terms of the Settlement were negotiated at arm's length in good faith by the parties, and reflect a settlement that was reached voluntarily after consultation with experienced and independent legal counsel.

43. The U.S. Lead Plaintiffs, the Canadian Representative Plaintiffs, or any Class Member do not recognize any infirmity in the claims asserted in the Actions or any other action. Nonetheless, they recognize the expense and length of continued proceedings necessary to prosecute the Actions through trial and appeals, and also have taken into account the uncertain outcome and risk of any litigation, especially in complex actions such as the Actions, as well as the delays inherent in such litigation. They are further mindful of the inherent problems of proof under, and defenses to, the securities law, oppression, common law and other violations asserted in the Actions, and believe that the settlement provided for in this Stipulation confers substantial benefits upon the Class. U.S. Lead Plaintiffs and the Canadian Representative Plaintiffs and their counsel have determined that the Settlement is fair, reasonable, adequate, and in the best interests of the Class, which will be further confirmed through reasonable discovery, to the extent necessary, the contours, scope, and limitations of which will be determined with the assistance of the Honorable Nicholas H. Politan (Ret.), retired United States District Court Judge for the District of New Jersey.

44. Defendants deny any wrongdoing and liability whatsoever and each and all claims and contentions alleged in the Actions and the Additional Canadian Actions, and deny that the U.S. Lead Plaintiffs, the Canadian Representative Plaintiffs, and members of the Class have suffered any damages, loss, or harm whatsoever by reason of any conduct or omission of the Defendants. Nonetheless, Defendants have concluded that further litigation would be protracted

and expensive and have therefore determined that it is desirable and beneficial to them that the Settlement be effected because it would eliminate the burden and expense of further litigation.

45. U.S. Lead Plaintiffs, the Canadian Representative Plaintiffs, and the Defendants agree to cooperate fully with one another in seeking the Courts' approval of the Settlement and the orders and judgments referred to in this Stipulation concerning notice and approval of the Settlement, and to agree promptly upon and execute all such other documentation as may be reasonably required to obtain final approval by the Courts of the Settlement.

46. The administration and consummation of the Settlement as it pertains to U.S. Class Members shall be under the authority of the United States District Court for the District of Delaware and it shall retain jurisdiction for the purpose of entering orders providing for awards of attorneys' fees and expenses to U.S. Lead Plaintiffs' Counsel and enforcing the terms of this Stipulation as it relates to U.S. Class Members. The administration and consummation of the Settlement as it pertains to Canadian Class Members shall be under the authority of the Superior Court of Quebec and it shall retain jurisdiction for the purpose of entering orders providing for counsel fees and expenses to Canadian Class Counsel and enforcing the terms of this Stipulation as it relates to Canadian Class Members.

47. This Stipulation may not be modified or amended, nor may any of its provisions be waived, except by a writing signed by all parties hereto or their successors-in-interest.

48. The waiver by one party of any breach of this Stipulation by any other party shall not be deemed a waiver of any other prior or subsequent breach of this Stipulation or a waiver by any other party.

49. This Stipulation shall be binding upon, and inure to the benefit of, the successors, heirs, executors, administrators, trustees, and assigns of the parties and, upon the Effective Date,

members of the U.S. Class and the Canadian Class and their respective successors, heirs, beneficiaries, current and former plan members and contributors, executors, administrators, trustees, and assigns.

50. The construction and interpretation of this Stipulation and the Supplemental Agreement shall be governed by the laws of the State of Delaware, without regard to conflicts of laws.

51. This Stipulation shall not be construed more strictly against one party than another merely by virtue of the fact that it, or any part of it, may have been prepared by counsel for one of the parties, it being recognized that it is the result of arm's-length negotiations between the parties and that all parties have contributed substantially and materially to the preparation of this Stipulation.

52. This Stipulation and the Supplemental Agreement constitute the entire agreement concerning the Settlement of the Actions, and no representations, warranties, or inducements have been made by any party hereto concerning this Stipulation and the Supplemental Agreement other than those contained and memorialized in those documents. This Stipulation and the Supplemental Agreement supersede all prior agreements, representations warranties or inducements.

53. All counsel and any other person executing this Stipulation or any related settlement documents, warrant and represent that they have the full authority to do so and that they have the authority to take appropriate action required or permitted to be taken pursuant to the Stipulation to effectuate its terms.

54. This Stipulation may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument.

55. This Stipulation shall be executed in English. Defendants' Counsel shall provide a French translation of the Stipulation to be filed with the Superior Court of Quebec. In all events, the executed English version of this Stipulation shall control and its terms shall supersede those of any translation.

IN WITNESS WHEREOF, the parties have caused this Stipulation to be executed, by their duly authorized counsel, dated as of November 6, 2008.

**LABATON SUCHAROW LLP**

By: 

Joel H. Bernstein  
Eric J. Belfi

U.S. Co-Lead Counsel for U.S. Lead Plaintiffs

**MOTLEY RICE LLC**

By: \_\_\_\_\_

William H. Narwold

U.S. Co-Lead Counsel for U.S. Lead Plaintiffs

**RIGRODSKY & LONG, P.A.**

By: \_\_\_\_\_

Seth D. Rigrodsky

Liaison Counsel for U.S. Lead Plaintiffs

**SISKINDS LLP**

By: \_\_\_\_\_

Charles M. Wright

Co-Solicitors for Canadian Representative

**MERCHANT LAW GROUP**

By: \_\_\_\_\_

E.F.A. Merchant

Co-Solicitors for Canadian Representative  
Plaintiffs

**PAQUETTE GADLER INC.**

By: \_\_\_\_\_

Chantal Perreault

Co-Solicitors for Canadian Representative  
Plaintiffs



55. This Stipulation shall be executed in English. Defendants' Counsel shall provide a French translation of the Stipulation to be filed with the Superior Court of Quebec. In all events, the executed English version of this Stipulation shall control and its terms shall supersede those of any translation.

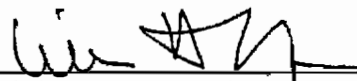
IN WITNESS WHEREOF, the parties have caused this Stipulation to be executed, by their duly authorized counsel, dated as of November 4, 2008.

**LABATON SUCHAROW LLP**

By: \_\_\_\_\_  
Joel H. Bernstein  
Eric J. Belfi

U.S. Co-Lead Counsel for U.S. Lead Plaintiffs

**MOTLEY RICE LLC**

By:  \_\_\_\_\_  
William H. Narwold

U.S. Co-Lead Counsel for U.S. Lead Plaintiffs

**RIGRODSKY & LONG, P.A.**

By: \_\_\_\_\_  
Seth D. Rigrodsky

Liaison Counsel for U.S. Lead Plaintiffs

**MERCHANT LAW GROUP**

By: \_\_\_\_\_  
E.F.A. Merchant

Co-Solicitors for Canadian Representative Plaintiffs

**SISKINDS LLP**

By: \_\_\_\_\_  
Charles M. Wright

Co-Solicitors for Canadian Representative

**PAQUETTE GADLER INC.**

By: \_\_\_\_\_  
Chantal Perreault

Co-Solicitors for Canadian Representative Plaintiffs

55. This Stipulation shall be executed in English. Defendants' Counsel shall provide a French translation of the Stipulation to be filed with the Superior Court of Quebec. In all events, the executed English version of this Stipulation shall control and its terms shall supersede those of any translation.

IN WITNESS WHEREOF, the parties have caused this Stipulation to be executed, by their duly authorized counsel, dated as of November \_\_, 2008.

**LABATON SUCHAROW LLP**

By: \_\_\_\_\_  
Joel H. Bernstein  
Eric J. Belfi

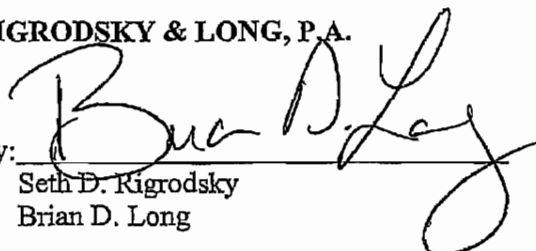
U.S. Co-Lead Counsel for U.S. Lead Plaintiffs

**MOTLEY RICE LLC**

By: \_\_\_\_\_  
William H. Narwold

U.S. Co-Lead Counsel for U.S. Lead Plaintiffs

**RIGRODSKY & LONG, P.A.**

By:  \_\_\_\_\_  
Seth D. Rigrodsky  
Brian D. Long

Liaison Counsel for U.S. Lead Plaintiffs

**SISKINDS LLP**

By: \_\_\_\_\_  
Charles M. Wright

Co-Solicitors for Canadian Representative

**MERCHANT LAW GROUP**

By: \_\_\_\_\_  
E.F.A. Merchant

Co-Solicitors for Canadian Representative  
Plaintiffs

**PAQUETTE GADLER INC.**

By: \_\_\_\_\_  
Chantal Perreault

Co-Solicitors for Canadian Representative  
Plaintiffs

55. This Stipulation shall be executed in English. Defendants' Counsel shall provide a French translation of the Stipulation to be filed with the Superior Court of Quebec. In all events, the executed English version of this Stipulation shall control and its terms shall supersede those of any translation.

IN WITNESS WHEREOF, the parties have caused this Stipulation to be executed, by their duly authorized counsel, dated as of November 6, 2008.

**LABATON SUCHAROW LLP**

By: \_\_\_\_\_  
Joel H. Bernstein  
Eric J. Belfi

U.S. Co-Lead Counsel for U.S. Lead Plaintiffs

**MOTLEY RICE LLC**

By: \_\_\_\_\_  
William H. Narwold

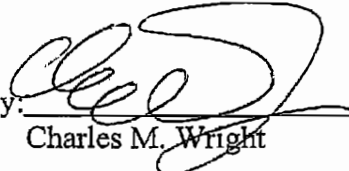
U.S. Co-Lead Counsel for U.S. Lead Plaintiffs

**RIGRODSKY & LONG, P.A.**

By: \_\_\_\_\_  
Seth D. Rigrodsky

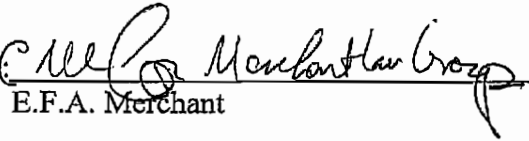
Liaison Counsel for U.S. Lead Plaintiffs

**SISKINDS LLP**

By:  \_\_\_\_\_  
Charles M. Wright


Co-Solicitors for Canadian Representative

**MERCHANT LAW GROUP**

By:  \_\_\_\_\_  
E.F.A. Merchant

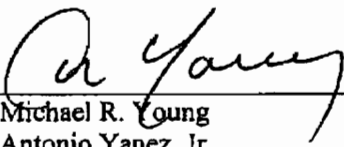
Co-Solicitors for Canadian Representative  
Plaintiffs

**PAQUETTE GADLER INC.**

By:  \_\_\_\_\_  
Chantal Perreault

Co-Solicitors for Canadian Representative  
Plaintiffs

**WILLKIE FARR & GALLAGHER LLP**

By:   
Michael R. Young  
Antonio Yanez, Jr.

U.S. Counsel for Molson Coors Brewing Company  
and U.S. Defendants

**MCCARTHY TÉTRAULT LLP**

By: \_\_\_\_\_  
Gerald Tremblay  
Francois Giroux

Solicitors for Molson Coors Brewing Company  
and Canadian Defendants

**RICHARDS, LAYTON & FINGER, P.A.**

By: \_\_\_\_\_  
Jeffrey L. Moyer

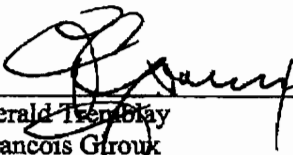
U.S. Counsel for Molson Coors Brewing Company  
and U.S. Defendants

**WILLKIE FARR & GALLAGHER LLP**

By: \_\_\_\_\_  
Michael R. Young  
Antonio Yanez, Jr.

U.S. Counsel for Molson Coors Brewing Company  
and U.S. Defendants

**MCCARTHY TÉTRAULT LLP**

By:  \_\_\_\_\_  
Gerald Tremblay  
François Groux

Solicitors for Molson Coors Brewing Company  
and Canadian Defendants

**RICHARDS, LAYTON & FINGER, P.A.**

By: \_\_\_\_\_  
Jeffrey L. Moyer

U.S. Counsel for Molson Coors Brewing Company  
and U.S. Defendants

**WILLKIE FARR & GALLAGHER LLP**

**MCCARTHY TÉTRAULT LLP**


By: \_\_\_\_\_  
Michael R. Young  
Antonio Yanez, Jr.

By: \_\_\_\_\_  
Gerald Tremblay  
Francois Giroux

U.S. Counsel for Molson Coors Brewing Company  
and U.S. Defendants

Solicitors for Molson Coors Brewing Company  
and Canadian Defendants

**RICHARDS, LAYTON & FINGER, P.A.**

By:   
Jeffrey L. Meyer

U.S. Counsel for Molson Coors Brewing Company  
and U.S. Defendants

**EXHIBIT A – PROPOSED CANADIAN PRE-APPROVAL ORDER**

**SUPERIOR COURT**

CANADA  
PROVINCE OF QUEBEC  
DISTRICT OF MONTREAL

No: 500-06-000314-050

DATE: • 2008

---

**BEFORE THE HONOURABLE LOUIS-PAUL CULLEN, J.S.C.**

---

**BOYS AND GIRLS CLUB LONDON FOUNDATION**

**and**

**EDELTRAUD T. LEISSER**

Petitioners

v.

**MOLSON COORS BREWING COMPANY, ET AL.**

Respondents

---

**JUDGMENT ON A MOTION FOR LEAVE TO PUBLISH A NOTICE TO CLASS  
MEMBERS CONCERNING A MOTION FOR AUTHORIZATION AND APPROVAL  
OF A CLASS ACTION SETTLEMENT**

---

[1] **WHEREAS** the parties are involved in class proceedings;

[2] **WHEREAS** Petitioners Boys and Girls Club of London Foundation and Edeltraud T. Leisser and Respondents Molson Coors Brewing Company et al. have agreed to settle this litigation without any admissions whatsoever;

[3] **WHEREAS** the Petitioners pray this Court to authorize this class action for the purposes of settlement only;

[4] **WHEREAS** the Petitioners pray this Court to specify the date, time and location for the hearing on a motion to approve a class action settlement and for the approval of attorney fees as between the Petitioners and their counsel;

[5] **WHEREAS** the Petitioners also pray this Court to authorize and order notification of the Canadian Class Members;

[6] **CONSIDERING** the motion at issue;

[7] **CONSIDERING** that the parties wish to have the Stipulation and Settlement Agreement (the "Settlement") approved by this Court pursuant to the relevant provisions of the *Code of Civil Procedure*;

[8] **CONSIDERING** that the Respondents consent to this motion;

[9] **CONSIDERING** the Court record;

[10] **CONSIDERING** the submissions made by Petitioners' and Respondents' counsel;

[11] **CONSIDERING** articles 1025, 1045 and 1046 of the *Code of Civil Procedure*;


[12] **UPON CAREFUL EXAMINATION**, the motion is hereby granted;

**FOR THESE REASONS, THE COURT:**

[13] **GRANTS** the motion;

[14] **AUTHORIZES** the class action filed under docket number 500-06-000314-050 for the purposes of settlement only;

[15] **AUTHORIZES** and **ORDERS** notification in accordance with the Plan of Notice appended to the present judgment;

[16] **ORDERS** that the Notice of Pendency and Proposed Settlement of Class Actions and the Proof of Claim form shall be mailed by first class mail, postage prepaid, on or before  2008 ("Notice Date") to all Canadian Class Members who can be identified with reasonable effort;

[17] **ORDERS** that the deadline for filing a Proof of Claim is 90 days after the Notice Date;

[18] **ORDERS** that the deadline for opting-out of the Canadian Class is 90 days after the Notice Date;

[19] **DECLARES** under reserve of Article 1008 of the *Code of Civil Procedure* that any Canadian Class Member who has not validly opted out of the Canadian Class described in the



Settlement will be bound by the Settlement and the judgments authorizing the class action for settlement purposes only and approving the Settlement;

[20] **SETS** as the hearing date for the motion for approval of the class action Settlement to be held in room of the Montreal Courthouse, 1 Notre Dame Street East, Montreal, at ;

[21] **SETS** as the hearing date for the motion for the approval of attorney fees as between the Petitioners and their counsel to be held in room of the Montreal Courthouse, 1 Notre Dame Street East, Montreal;

[22] **AUTHORIZES** and **ORDERS** that notices materially identical to those appended to the present judgment be published pursuant to the Plan of Notice filed into the Court record;

[23] **THE WHOLE** without costs.

---

**LOUIS-PAUL CULLEN, J.S.C.**

**EXHIBIT B – PROPOSED CANADIAN ACTION JUDGMENT**

**SUPERIOR COURT**

CANADA  
PROVINCE OF QUEBEC  
DISTRICT OF MONTREAL

No: 500-06-000314-050

DATE: • 2008

---

**BEFORE THE HONOURABLE LOUIS-PAUL CULLEN, J.S.C.**

---

**BOYS AND GIRLS CLUB LONDON FOUNDATION**

**and**

**EDELTRAUD T. LEISSER**

Petitioners

v.

**MOLSON COORS BREWING COMPANY, ET AL.**

Respondents

---

**JUDGMENT**

---

[1] **WHEREAS** a motion was brought by Petitioners Boys and Girls Club of London Foundation and Edeltraud T. Leisser to approve the Stipulation and Settlement Agreement (the “Settlement”) pursuant to article 1025 of the *Code of Civil Procedure*;

[2] **WHEREAS** notices regarding the hearing of the motion to approve the Settlement were published pursuant to the Plan of Notice filed into the Court record;

[3] **WHEREAS** no Class Member has submitted compelling objections to the proposed settlement;

[4] **CONSIDERING** the Court record;

[5] **CONSIDERING** the submissions made by the attorneys during the hearing;

[6] **CONSIDERING** that the parties wish to have the Settlement approved by this Court pursuant to the relevant provisions of the *Code of Civil Procedure*;

[7] **FOR THESE REASONS, THE COURT:**

[8] **DECLARES** that the Settlement *signed and agreed to by the parties is reasonable, fair, appropriate and in the best interests of* the class members;

[9] **APPROVES** the Settlement signed and agreed to by the parties to the present class action;

[10] **DECLARES** that the Settlement constitutes a transaction within the meaning of Article 2631 of the *Civil Code of Québec* that is binding on all the parties to the present class action and on all the Class Members described in the Settlement, in accordance with its terms;

[11] **ORDERS** the parties to the present class action and all the Class Members described in the Settlement *to honour its terms and conditions*;

[12] **RESERVES** onto the parties the right to seek any further orders necessary to the implementation of the present Settlement;

[13] **THE WHOLE** without costs.

---

LOUIS-PAUL CULLEN, J.S.C.

**EXHIBIT C – U.S. PRELIMINARY APPROVAL ORDER**

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF DELAWARE**

-----	x	
	:	
IN RE MOLSON COORS BREWING	:	Master File No. 1:05-cv-00294-GMS
COMPANY SECURITIES LITIGATION	:	CLASS ACTION
	:	
-----	x	

**[PROPOSED] ORDER PRELIMINARILY APPROVING SETTLEMENT AND  
PROVIDING FOR NOTICE**

WHEREAS, on October \_\_, 2008, the parties to the above-captioned action (the “U.S. Action”) entered into a Stipulation and Settlement Agreement (the “Stipulation”), which is subject to review under Rule 23 of the Federal Rules of Civil Procedure and which, together with the exhibits thereto, sets forth the terms and conditions for the proposed settlement of this action (“Settlement”) and related actions pending in Canada; and

WHEREAS, it is a condition to the effectiveness of the proposed Settlement that the related actions pending in Canada also be settled or dismissed and that the Settlement be approved by the Superior Court of Quebec;

NOW, THEREFORE, the Court having considered the Stipulation and its exhibits, IT IS HEREBY ORDERED that:

1. All capitalized terms used herein shall have the meanings set forth in the Stipulation.
2. The Court does hereby preliminarily approve the Stipulation and the Settlement set forth therein as being fair, reasonable, and adequate to U.S. Class Members, subject to further consideration as described below.
3. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, and for the purposes

of the Settlement only, this U.S. Action is hereby certified as a class action on behalf of all persons and entities: (i) that, as former shareholders of Molson, received shares of Molson Coors as a result of the February 9, 2005 merger of Molson and Coors; (ii) that were open market purchasers of the common stock of Coors from July 22, 2004 through February 9, 2005, inclusive; or (iii) that were open market purchasers of the common stock of Molson Coors, from the completion of the merger of Molson and Coors through April 27, 2005, inclusive, and who were allegedly damaged thereby, other than members of the Canadian Class and Excluded Persons (“U.S. Class”). “Excluded Persons” means: (i) the Defendants; (ii) members of the immediate family of each of the Individual Defendants; (iii) each person who at any time served as an officer or director of Molson Coors Brewing Company, Molson Inc., or Molson Coors Canada, and members of their respective immediate families; (iv) any person, firm, trust, corporation, officer, director or other individual or entity in which any Defendant has or had, during the Class Period, a controlling interest or which is related to or affiliated with any of the Defendants; and (v) any putative members of the U.S. Class who timely and validly request exclusion from the U.S. Class in accordance with the requirements set forth in the Notices to putative Class Members as approved herein.

4. The Court finds, for the purposes of the Settlement only, that the prerequisites for a class action under Rules 23(a) and (b)(3) of the Federal Rules of Civil Procedure have been satisfied in that: (a) the number of U.S. Class Members is so numerous that joinder of all members thereof is impracticable; (b) there are questions of law and fact common to the U.S. Class; (c) the claims of the named representatives are typical of the claims of the U.S. Class they seek to represent; (d) the U.S. Lead Plaintiffs will fairly and adequately represent the interests of the U.S. Class; (e) the questions of law and fact common to the members of the U.S. Class

predominate over any questions affecting only individual members of the U.S. Class; and (f) a class action is superior to other available methods for the fair and efficient adjudication of the U.S. Action.

5. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, and for the purposes of the Settlement only, U.S. Lead Plaintiffs Metzler Investment GmbH and Drywall Acoustic Lathing and Insulation Local 675 Pension Fund are certified as Class Representatives. The law firms of Labaton Sucharow LLP and Motley Rice LLC are appointed Class Counsel and the law firm of Rigrodsky & Long, P.A. is appointed as Liaison Counsel to the Class.

6. A hearing (the "Settlement Hearing"), pursuant to Rule 23(e) of the Federal Rules of Civil Procedure, is hereby scheduled to be held before the Court on \_\_\_\_\_, 2009 at \_\_\_\_:\_\_\_\_m at the United States District Court for the District of Delaware, J. Caleb Boggs Federal Building, 844 N. King Street, Wilmington, DE 19801. The purpose of the Settlement Hearing will be to determine, among other things, whether the proposed Settlement is fair, reasonable and adequate to the U.S. Class Members, and should be approved by the Court; whether the U.S. Action Judgment as provided under the Stipulation should be entered; whether the proposed Plan of Allocation of the proceeds of the Settlement is fair and reasonable as to U.S. Class Members, and should be approved by the Court; and whether U.S. Lead Plaintiffs' Counsel's application for an award of attorneys' fees and for reimbursement of expenses should be granted. The Court may adjourn the Settlement Hearing without further notice to U.S. Class Members.

7. The Court may approve the Settlement with or without modification as may be agreed by the parties and with or without further notice of any kind. The Court may enter the U.S. Action Judgment approving the Stipulation and dismissing the U.S. Action on the merits

and with prejudice regardless of whether it has approved the Plan of Allocation or awarded attorneys' fees and expenses.

8. The Court approves the form, substance, and requirements of the Notice of Pendency and Proposed Settlement of Class Actions (the "Notice"), the Proof of Claim and Release ("Proof of Claim"), and Summary Notice of Pendency, Proposed Settlement and Settlement Hearings (the "Publication Notice"), annexed hereto as Exhibits 1, 2 and 3, respectively, and finds that distribution of the Notice and publication of the Publication Notice as set forth in the Plan of Notice annexed hereto as Exhibit 4 meets the requirements of Rule 23 of the Federal Rules of Civil Procedure, Section 21D(a)(7) of the Securities Exchange Act of 1934, as amended, 15 U.S.C. 78u-1(a)(7), including by the Private Securities Litigation Reform Act of 1995 (the "PSLRA"), Rule 23.1 of the Local Rules of the District of Delaware, due process, and other applicable law in the United States. The Court further finds that such notice is the best notice practicable under the circumstances and shall constitute due and sufficient notice to all persons and entities entitled thereto.

9. The Court approves the appointment of Strategic Claims Services as the Claims Administrator. The Claims Administrator shall cause the Notice, the Proof of Claim, and Publication Notice, substantially in the forms annexed hereto as Exhibits 1, 2 and 3, to be distributed in accordance with the Plan of Notice. The Notice and Proof of Claim shall be mailed by first class mail, postage prepaid, on or before \_\_\_\_\_, 2008 ("Notice Date") to all U.S. Class Members who can be identified with reasonable effort. In connection with such distribution, Molson Coors shall make available to the Claims Administrator such transfer records and shareholder information as are reasonably requested as set forth in the Stipulation. The Claims Administrator shall use reasonable efforts to give notice to record holders such as

brokerage firms and others who purchased shares of Coors or Molson Coors common stock during the Class Period as record holders but not as beneficial owners or who received shares of Molson Coors common stock in exchange for shares of Molson common stock during the Class Period as record holders but not as beneficial owners. Such record holders are directed, within 7 business days of their receipt of the Notice and Proof of Claim to either forward copies of those documents to the beneficial owners or to provide the Claims Administrator with the names and addresses of the beneficial owners, in which case the Claims Administrator is ordered to mail the Notice and Proof of Claim to such identified beneficial owners. Record holders who elect to forward the Notice and Proof of Claim to the beneficial owners themselves shall send a statement to the Claims Administrator confirming that the mailing was made as directed. Additional copies of the Notice and Proof of Claim shall be made available to any record holder requesting such for the purpose of distribution to beneficial owners, and such record holders shall be reimbursed from the Gross Settlement Fund for the reasonable costs of mailing and administrative expenses upon receipt by the Claims Administrator of proper documentation. U.S. Lead Plaintiffs' Counsel shall file with the Court proof of mailing of the Notice and Proof of Claim no later than 5 calendar days prior to the Settlement Hearing.

10. The Claims Administrator shall cause the Publication Notice annexed hereto as Exhibit 3 to be published in accordance with the Plan of Notice and within fourteen calendar days of the Notice Date. U.S. Lead Plaintiffs' Counsel shall file with the Court proof of the publication of the Publication Notice no later than 5 calendar days prior to the Settlement Hearing.

11. U.S. Lead Plaintiffs' Counsel shall submit papers in support of final approval of the Settlement and their application for attorneys' fees and reimbursement of expenses at least 10



calendar days prior to the Settlement Hearing.

12. In order to be entitled to participate in the Settlement, each U.S. Class Member shall complete and submit a Proof of Claim in accordance with the instructions contained therein. Unless the Court orders otherwise, all Proofs of Claim must be submitted no later than 90 calendar days after the Notice Date. Any U.S. Class Member who does not timely submit a Proof of Claim within the time provided shall be barred from sharing in the distribution of the Net Settlement Fund unless otherwise ordered by the Court, and shall nevertheless be bound by the U.S. Action Judgment entered by the Court.

13. All U.S. Class Members shall be bound by all determinations and judgments in the U.S. Action concerning the Settlement, including the releases provided for therein, whether favorable or unfavorable to the U.S. Class, unless such persons request exclusion from the U.S. Class in a timely and proper manner, as hereinafter provided. A U.S. Class Member wishing to exclude themselves must make a written request in the manner prescribed in the Notice. Unless the Court orders otherwise, all requests for exclusion must be postmarked no later than 90 calendar days after the Notice Date, namely by \_\_\_\_\_, 2009. U.S. Class Members who submit timely and valid requests for exclusion shall have no rights under the Stipulation, shall not be entitled to receive any payment out of the Net Settlement Fund, and shall not be bound by the Stipulation or the U.S. Action Judgment.

14. The Court will consider objections to the Settlement, the Plan of Allocation, or the award of attorneys' fees and reimbursement of expenses only if such objections and any supporting papers are filed in writing with:

Clerk of the Court  
United States District Court for the District of Delaware  
J. Caleb Boggs Federal Building  
844 N. King Street

Wilmington, DE 19801

and copies of all such papers are mailed to each of the following and postmarked on or before,

\_\_\_\_\_, 2009, 21 calendar days prior to the date set herein for the Settlement

Hearing:

*U.S. Lead Plaintiffs' Counsel:*

Nicole M. Zeiss, Esq.  
Labaton Sucharow LLP  
140 Broadway  
New York, NY 10005

William Narwold, Esq.  
Motley Rice LLC  
One Corporate Center  
20 Church Street, 17th Floor  
Hartford, CT 06103

*Defendants' U.S. Counsel:*

Michael R. Young, Esq.  
Antonio Yanez, Jr., Esq.  
Willkie Farr & Gallagher LLP  
787 Seventh Avenue  
New York, NY 10019

Jeffrey L. Moyer, Esq.  
Richards, Layton & Finger  
One Rodney Square  
920 North King Street  
Wilmington DE 19801

Attendance at the hearing is not necessary; however, persons wishing to be heard orally in opposition to the approval of the Settlement, the Plan of Allocation, or the request by U.S. Lead Plaintiffs' Counsel for attorneys' fees are required to indicate in their written objection their intention to appear at the hearing. U.S. Class Members do not need to appear at the hearing or take any other action to indicate their approval.

15. Any U.S. Class Member who does not object to the Settlement, the Plan of Allocation, or U.S. Lead Plaintiffs' Counsel's application for an award of attorneys' fees and reimbursement of litigation expenses, shall be deemed to have waived such objection and shall forever be foreclosed from making any objection to the fairness, adequacy, or reasonableness of the proposed Settlement, the U.S. Action Judgment, the Plan of Allocation, or the application by U.S. Lead Plaintiffs' Counsel for an award of attorneys' fees and reimbursement of expenses.

16. All proceedings in the U.S. Action are stayed until further order of this Court, except as may be necessary to implement the Settlement or comply with the terms of the Stipulation. Pending final determination of whether the Settlement should be approved, the U.S. Lead Plaintiffs, all U.S. Class Members, and each of them, and anyone who acts or purports to act on their behalf, shall not institute, commence, or prosecute any action that asserts Settled Claims against any Released Party.

17. The transfer of the Gross Settlement Fund to the Escrow Agent pursuant to the Stipulation is approved. All funds held by the Escrow Agent shall remain subject to the jurisdiction of the this Court and the Superior Court of Quebec until such time as such funds shall be distributed pursuant to the Stipulation, the Plan of Allocation, or further orders of this Court and the Superior Court of Quebec.

18. As provided in the Stipulation, the Escrow Agent may pay the Claims Administrator the reasonable fees and costs associated with giving notice to the U.S. Class and with the review of claims and administration of the Settlement out of the Gross Settlement Fund without further order of the Court. In the event the Settlement is not approved by the Court, or otherwise fails to become effective, neither the U.S. Lead Plaintiffs nor U.S. Lead Plaintiffs' Counsel shall have any obligation to repay the reasonable and actual costs of class notice and administration.

19. If the Settlement is terminated, this Order certifying the U.S. Class for purposes of the Settlement shall be null and void, of no further force or effect, and without prejudice to any party, and may not be introduced as evidence or referred to in any actions or proceedings by any person or entity. In that event, the parties shall be restored to their respective positions as they existed immediately prior to the execution of the Stipulation.

20. The Court retains jurisdiction over the U.S. Action to consider all further matters arising out of, or connected with, the Settlement.

Dated: November \_\_, 2008

---

Honorable Gregory M. Sleet  
UNITED STATES DISTRICT JUDGE

**EXHIBIT C-1 – NOTICE**

**C A N A D A  
PROVINCE OF QUEBEC  
DISTRICT OF MONTREAL  
No: 500-06-000314-050**

**(CLASS ACTION)  
SUPERIOR COURT**

**BOYS AND GIRLS CLUB OF LONDON  
FOUNDATION, ET AL.**

*Plaintiff*

**v.**

**MOLSON COORS BREWING  
COMPANY, ET AL.**

*Defendants*

---

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF DELAWARE**

-----	x	
	:	
IN RE MOLSON COORS BREWING	:	Civil Action No. 1:05-cv-00294-GMS
COMPANY SECURITIES LITIGATION	:	(Consolidated)
	:	
-----	x	

**NOTICE OF PENDENCY AND PROPOSED SETTLEMENT OF CLASS ACTIONS**

**If you (1) were a former shareholder of Molson Inc. (“Molson”) and received shares of Molson Coors Brewing Company (“Molson Coors”) as a result of the February 9, 2005 merger (“Merger”) of Molson and the Adolph Coors Company (“Coors”); (2) purchased the common stock of Coors from July 22, 2004 through February 9, 2005; or (3) purchased the common stock of Molson Coors, from the completion of the Merger through April 27, 2005, inclusive, you may be entitled to a payment from this class action settlement.**

*This Notice was authorized and approved by the U.S. and Canadian Courts in charge of the Actions. This is not a solicitation from a lawyer.<sup>1</sup>*

---

<sup>1</sup> [Paragraph to be translated for French-Canadian Class Members: If you (1) were a former shareholder of Molson Inc. (“Molson”) and received shares of Molson Coors Brewing Company (“Molson Coors”) as a result of the February 9, 2005 merger (“Merger”) of Molson and the Adolph Coors Company (“Coors”); (2) purchased the common stock of Coors from July 22, 2004 through February 9, 2005; or (3) purchased the common stock of Molson Coors, from the completion of the Merger through April 27, 2005, inclusive, you may be entitled to a payment from this class action settlement. You can obtain a French language version of this Notice and Proof of Claim Form by contacting the Claims Administrator at: \_\_\_\_\_; or by downloading the forms from the websites of counsel: [www.classaction.ca](http://www.classaction.ca) or [www.labaton.com](http://www.labaton.com).]

- If approved by the Courts, the Settlement will provide a gross settlement fund of Six Million U.S. Dollars, plus interest (the “Gross Settlement Fund”), for the benefit of persons and entities who purchased shares of Coors or Molson Coors between July 22, 2004 and April 27, 2005, inclusive (the “Class Period”), or received shares of Molson Coors in exchange for shares of Molson in the Merger, and were allegedly damaged thereby (the “Class”).
- The Settlement resolves Actions before the Superior Court of Quebec (the “Canadian Court”) and the United States District Court for the District of Delaware (the “U.S. Court”) against the Defendants alleging, among other things, false and misleading public statements in connection with the Merger of Coors and Molson.
- If the Courts approve the Settlement, your legal rights will be affected by this Settlement whether you act or do not act. Please read this Notice carefully.
- The Settlement is conditioned upon the discontinuance and dismissal of three additional related actions: *Ayotte-Englot v. Molson Coors Brewing Co., et al.*, Court File No. 05/31136, and *Fenn v. Molson Coors Brewing Co., et al.*, Court File No. 48443 CP, which are pending before the Ontario Superior Court of Justice, and *Ayotte-Englot v. Molson Coors Brewing Co., et al.*, Court File No. 550-06-000022-054, which is pending before the Superior Court of Quebec (collectively, the “Additional Canadian Actions”).
- The U.S. Court will review the Settlement at a Settlement Hearing to be held on \_\_\_\_\_, 2009. The Canadian Court will also review the Settlement at a hearing on \_\_\_\_\_, 2009. Payments will be made only if both Courts approve the Settlement and after any appeals are resolved. Please be patient.

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b>	
<b>SUBMIT A CLAIM FORM BY _____, 2009</b>	The only way to get a payment.
<b>EXCLUDE YOURSELF BY _____, 2009</b>	Get no payment. This is the only option that allows you to ever bring or be part of any <u>other</u> lawsuit against the Defendants and the other Released Parties about the Settled Claims.
<b>OBJECT BY _____, 2009</b>	Write about why you do not like the Settlement. You will still be a member of the Class.
<b>GO TO A HEARING ON _____, 2009 or _____, 2009</b>	Ask in your written objection to speak to the U.S. Court or the Canadian Court about the Settlement at one of the Settlement Hearings.
<b>DO NOTHING</b>	Get no payment. Give up rights.

- These rights and options—and the deadlines to exercise them—are explained in this Notice.

## **SUMMARY OF THIS NOTICE**

### **Statement of Plaintiff Recovery:**

Pursuant to the Settlement, a Gross Settlement Fund consisting of \$6,000,000 U.S. Dollars, plus interest as it accrues, has been established. Based on Plaintiffs' Counsel's estimate of the number of shares of common stock that may have been damaged, and assuming that all those shares participate in the Settlement, Plaintiffs' Counsel estimate that the average recovery per Coors or Molson Coors share is approximately U.S. \$0.11 before deduction of Court-approved attorneys' fees and expenses and administrative costs.

A Canadian Class Member or U.S. Class Member ("Class Member") may receive more or less than this average amount, depending on the number of claims submitted; the number of shares the Class Member purchased or received in exchange for Molson shares; the exchange on which the Class Member transacted; and the timing of the purchases, receipt, and sales (if any). *See* the Plan of Allocation of the Net Settlement Fund (below) for more information about the determination of each Class Member's potential recovery under this Settlement.

### **Statement of Potential Outcome of Case if it Continued:**

The parties in the Actions vigorously disagree on all elements of liability and damages, and do not agree on the average amount of damages per share that would be recoverable even if plaintiffs were to have prevailed on each claim alleged in the Actions. The Defendants in the Actions deny that they are liable to plaintiffs or to Class Members and deny that the plaintiffs or Class Members have suffered any damages.

### **Statement of Attorneys' Fees and Expenses Sought:**

Counsel for the Canadian Class in the Canadian Action ("Canadian Class Counsel") will ask the Canadian Court for an award of attorneys' fees, not to exceed 10.25% of the Gross Settlement Fund, plus reimbursement of applicable taxes and out-of-pocket expenses incurred in connection with the prosecution of the Canadian Action in an amount not to exceed CDN \$\_\_\_\_\_. Counsel for the U.S. Class in the U.S. Action ("U.S. Lead Plaintiffs' Counsel") will ask the U.S. Court for an award of attorneys' fees not to exceed 14.75% of the Gross Settlement Fund, plus reimbursement of out-of-pocket expenses incurred in connection with the prosecution of the U.S. Action in an amount not to exceed USD \$\_\_\_\_\_.

In the aggregate, the total amount of fees and reimbursement of applicable taxes and expenses requested by Plaintiffs' Counsel in the Actions will not exceed \_\_\_\_\_ % of the Gross Settlement Fund. These requested attorneys' fees and expenses, if approved in full by the Courts, would amount to an average of approximately USD \$0.\_\_\_\_ (CDN \$0.\_\_\_\_) per affected share.

Plaintiffs' Counsel in the Actions have expended considerable time and effort prosecuting the Actions on a contingent fee basis, and have advanced the expenses of each of the Actions, in the

expectation that, if they were successful in obtaining a recovery for Class Members, they would be paid from such recovery. In this type of litigation, it is customary for plaintiffs' counsel to be awarded a percentage of the common fund recovered as their attorneys' fees.

### **Reasons for the Settlement:**

Based upon their investigation and evaluation of the facts and law, Canadian Class Counsel, the Canadian Representative Plaintiffs, U.S. Lead Plaintiffs' Counsel, and the U.S. Lead Plaintiffs agreed to the Settlement after considering, among other things: (i) the immediate cash benefits to Class Members; (ii) the uncertainty of being able to prove the allegations asserted in the Actions; (iii) the attendant risks of litigation, especially in complex class actions, as well as the difficulties and delays inherent in such litigation (including appeals); (iv) the risk that the U.S. Court may grant the U.S. Defendants' pending motion to dismiss the U.S. Action; (v) the risk that the U.S. Court would abstain from hearing the U.S. Action in favor of the Canadian Action, or vice versa; (vi) the risk that one or both of the Actions would not be certified or authorized to proceed as a class action; (vii) the uncertainty inherent in the parties' competing theories of damages, even if liability were established at trial; (viii) awareness of Defendants' likely positions on various liability and damages issues; and (ix) their belief that the Settlement is fair, reasonable and adequate.

Defendants' reasons for entering into the Settlement are to bring to an end the substantial expense, burden, risk, and uncertainty associated with continued litigation; to put to rest the claims and the underlying matters raised in the Actions; and to avoid further expense and disruption of the management and operation of Defendants' business and affairs due to the Actions. The Settlement shall not be construed as, and is not, an admission of any liability, wrongdoing, or damages whatsoever by any of the Defendants.

### **Further information:**

Further information regarding the Settlement and this Notice may be obtained by contacting the Claims Administrator at: *In re Molson Coors Brewing Company Securities Class Action*, c/o Strategic Claims Services, \_\_\_\_\_

\_\_\_\_\_; (800) \_\_\_\_\_; www.\_\_\_\_\_.

You may also contact: (1) Canadian Class Counsel: Monique L. Radlein, Siskinds LLP, 680 Waterloo Street, P.O. Box 2520, London, Ontario N6A 3V8, (800) 461-6166 x2380, [www.classaction.ca](http://www.classaction.ca) for questions about the Canadian Action; or (2) U.S. Lead Plaintiffs' Counsel: Nicole M. Zeiss, Esq., Labaton Sucharow LLP, 140 Broadway, New York, NY 10005, (800) 321-0476, [www.labaton.com](http://www.labaton.com), for questions about the U.S. Action.

### **Do Not Call the Courts With Questions About the Settlement**

[END OF COVER PAGE]



## BASIC INFORMATION

### 1. Why Did I Get This Notice Package?

You or someone in your family may have purchased shares of Coors or Molson Coors, between July 22, 2004 and April 27, 2005, inclusive, or received shares of Molson Coors in exchange for shares of Molson in the Merger. You should know about the Settlement of the Actions, and about all of your options, before the Courts decide whether to approve the Settlement. This Notice provides information about the Actions, the Settlement, Class Members' legal rights, what benefits are available, who is eligible for them, and how to get them. The Courts in charge of the Actions and consideration of the Settlement are:

Court (Address)	Action
Superior Court of Quebec 1, rue Notre-Dame Est Montréal (Québec) H2Y 1B6  The Honorable Louis-Paul Cullen	<i>Boys and Girls Club of London Foundation, et al. v. Molson Coors Brewing Company, et al.</i> , Court File No. 500-06-000314-050 (the "Canadian Action")
United States District Court for the District of Delaware J. Caleb Boggs Federal Building 844 N. King Street Wilmington, DE 19801  The Honorable Gregory M. Sleet (U.S.D.J.)	<i>In re Molson Coors Brewing Company Securities Litigation</i> , Master File No. 05-cv-00294 (GMS) (D. Del.) (the "U.S. Action")

The Canadian Court will resolve the issues for all members of the Canadian Class, except for those who exclude themselves from the Canadian Class. The U.S. Court will resolve the issues for all members of the U.S. Class, except for those who exclude themselves from the U.S. Class.

### 2. What Is This Lawsuit About?

On February 9, 2005, Coors merged with Molson to form Molson Coors.

The Canadian Action alleges, among other things, that Molson Coors and certain of its directors, senior officers and representatives made untrue statements or material omissions. In particular, the Canadian Action alleges that the merger was actually a takeover of Molson by Coors and that, while Coors and Molson knew that they were unlikely to operate according to or above plan, they nevertheless made public statements to the effect that the merger would be beneficial to Molson shareholders. The Canadian Action pleads oppression under the *Canada Business Corporation Act*, *Quebec Securities Act* and the *Canadian Competition Act*.

The U.S. Action alleges, among other things, that Molson Coors and certain current and former officers and directors violated Sections 10(b), 14(a), and 20(a) of the U.S. Securities Exchange Act of 1934, and Rules 10b-5 and 14a-9 promulgated thereunder, by issuing false and misleading

public statements in connection with the merger of Molson and Coors. The U.S. Action also alleges that certain filings violated generally accepted accounting principles.

The defendants in the U.S. Action, the Canadian Action, and the Additional Canadian Actions include Molson Coors Brewing Company; Molson Inc.; Molson Coors Canada Inc.; Peter H. Coors; W. Leo Kiely III; Charles M. Herington; Franklin W. Hobbs; Randall Oliphant; Pamela Patsley; Wayne Sanders; Albert C. Yates; Timothy V. Wolfe; Peter Swinburn; David G. Barnes; Peter M.R. Kendall; Daniel J. O'Neill; Luc Beauregard; Francesco Bellini; Eric H. Molson; John E. Cleghorn; Daniel W. Colson; Stephen T. Molson; Donald T. Drapkin, Luiz O. Goncalves, David P. O'Brien; H. Sanford Riley; Lloyd Barber; and Matthew Barrett (collectively, the "Defendants").

Plaintiffs are Metzler Investment GmbH and Drywall Acoustic Lathing and Insulation Local 675 Pension Fund (the "U.S. Lead Plaintiffs") and the Boys and Girls Club of London Foundation and Edeltraud Leisser (the "Canadian Representative Plaintiffs").

The Canadian and U.S. Actions both seek money damages. The Defendants deny that they did anything wrong, are liable to Class Members, or that Class Members have suffered damages.

### **3. What is a Class Action?**

In a class action, one or more people called class representatives (in this case, the Canadian Representative Plaintiffs in the Canadian Action and the U.S. Lead Plaintiffs in the U.S. Action) sue on behalf of people who have similar claims. All these people are collectively called a "class" or "class members." Bringing a case as a class action allows the adjudication of many similar claims that might be economically too small to bring separately.

### **4. Why Is There a Settlement?**

The Courts did not decide in favor of one side or the other in either the Canadian Action or the U.S. Action. Instead, the parties agreed to the Settlement. The Settlement avoids the risks and costs of a trial, and eligible Class Members who make a valid claim receive compensation sooner. *See* "Reasons for the Settlement" above. Canadian Representative Plaintiffs, Canadian Class Counsel, U.S. Lead Plaintiffs, and U.S. Lead Plaintiffs' Counsel think the Settlement is fair, reasonable and adequate.

## **WHO IS IN THE SETTLEMENT**

### **5. How Do I Know If I Am Eligible To Take Part In The Settlement?**

To see if you will get money from this Settlement, you first have to determine if you are a member of either the Canadian Class or the U.S. Class.

The Canadian Court has authorized, solely for purposes of the proposed Settlement, that everyone who fits the following description is a member of the proposed Canadian Class: *all persons and entities resident or domiciled in Canada (i) that, as former shareholders of Molson, received shares of Molson Coors as a result of the February 9, 2005 Merger of Molson and Coors; (ii) that were open market purchasers of the common stock of Coors from July 22, 2004 through February 9, 2005, inclusive; or (iii) that were open market purchasers of the common stock of Molson Coors, from the completion of the Merger through April 27, 2005, inclusive, and who were allegedly damaged thereby, including the plaintiffs in the Additional Canadian Actions and all persons and entities resident or domiciled in Canada included in the putative classes on whose behalf the Additional Canadian Actions were brought.* Excluded Persons (as defined below) are excluded from the Canadian Class.

The U.S. Court has directed, solely for purposes of the proposed Settlement, that everyone who fits the following description is a member of the U.S. Class: *all persons and entities (i) that, as former shareholders of Molson, received shares of Molson Coors as a result of the February 9, 2005 Merger of Molson and Coors; (ii) that were open market purchasers of the common stock of Coors from July 22, 2004 through February 9, 2005, inclusive; or (iii) that were open market purchasers of the common stock of Molson Coors, from the completion of the Merger through April 27, 2005, inclusive, and who were allegedly damaged thereby.* Excluded Persons (as defined below) and Canadian Class Members are excluded from the U.S. Class.

You may be a member of either the Canadian Class or the U.S. Class, but not both.

## **6. What Are The Exceptions To Being Included?**

You are not a member of the Canadian Class if you are a member of the U.S. Class or if you are an Excluded Person. “Excluded Persons” means: (i) the Defendants; (ii) members of the immediate family of each of the Individual Defendants; (iii) each person who at any time served as an officer or director of Molson Coors Brewing Company, Molson Inc., or Molson Coors Canada, and members of their respective immediate families; (iv) any person, firm, trust, corporation, officer, director or other individual or entity in which any Defendant has or had, during the Class Period, a controlling interest or which is related to or affiliated with any of the Defendants; and (v) putative members of the Class who timely and validly request exclusion from the Class in accordance with the requirements set forth in this Notice. Similarly, you are not a member of the U.S. Class if you are a member of the Canadian Class or if you are an Excluded Person, including if you timely and validly request exclusion.

If one of your mutual funds purchased shares of Coors or Molson Coors or received shares of Molson Coors in exchange for shares of Molson during the Class Period, that alone does not make you a Class Member. You are a Class Member only if you, your broker, or someone else purchased shares of Coors or Molson Coors, or received shares of Molson Coors in exchange for shares of Molson, on your individual behalf during the Class Period.

If you **sold** Coors or Molson Coors shares during the Class Period, that alone does not make you a Class Member. You are a Class Member only if you **purchased shares of Coors or Molson Coors, or received shares of Molson Coors shares in exchange for Molson shares**, during the Class Period.

**7. I am Still Not Sure if I Am Included.**

If you are still not sure whether you are included, you can ask for free help. You should contact the Claims Administrator at: *In re Molson Coors Brewing Company Securities Class Action*, c/o Strategic Claims Services, \_\_\_\_\_; (800)\_\_\_\_\_; [www.\\_\\_\\_\\_\\_](http://www._____). Alternatively, you can fill out and return the Proof of Claim described in Question 10 below to see if you qualify.

**THE SETTLEMENT BENEFITS - WHAT YOU GET**

**8. What Does the Settlement Provide?**

In exchange for the Settlement, including the releases therein, Molson Coors has agreed to pay \$6,000,000 U.S. Dollars, plus interest earned on that sum while held in escrow, to be divided among all eligible Class Members who mail in valid Proofs of Claim, after payment of Taxes, Court-approved attorneys' fees and expenses and the costs of claims administration, including the costs of printing and mailing this Notice and the cost of publishing newspaper notices (the "Net Settlement Fund").

**9. How Much Will My Payment Be?**

If you are entitled to a payment under the Settlement, your share of the Net Settlement Fund will depend on several things, including: how many Class Members mail in valid Proofs of Claim; the total recognized losses for settlement purposes represented by those valid Proofs of Claim; how many Coors or Molson Coors shares you purchased or received; when you purchased or received them; on what exchange you transacted; how much you paid for your shares; when you sold them; and the price for which you sold them.

You can calculate your "Recognized Loss" according to the formula shown below in the Plan of Allocation. It is unlikely that you will get a payment for your entire Recognized Loss. After all Class Members have mailed in their Proofs of Claim, your payment will be the portion of the Net Settlement Fund equal to your Recognized Loss divided by the total of all Class Members' Recognized Losses and multiplied by the total amount in the Net Settlement Fund. See the Plan of Allocation below for more information on your Recognized Loss.

**HOW YOU GET A PAYMENT — SUBMITTING A CLAIM FORM**

**10. How Will I Get a Payment?**

To qualify for a payment, you must timely mail in a completed Proof of Claim form. A Proof of Claim form is being circulated with this Notice. You may also get a Proof of Claim form on the Internet at the websites for the Claims Administrator or Plaintiffs' Lead Counsel: [www.\\_\\_\\_\\_\\_](http://www._____), [www.classaction.ca](http://www.classaction.ca) or [www.labaton.com](http://www.labaton.com). Please read the instructions carefully, fill out the Proof of Claim form, include all the documents the form asks for, sign it, and mail it **postmarked no later than \_\_\_\_\_, 2009.**

**11. When Will I Get My Payment?**

The Canadian Court will hold the Canadian Settlement Hearing on \_\_\_\_\_, 2009 and the U.S. Court will hold the Settlement Hearing on \_\_\_\_\_, 2009 to decide whether to approve the Settlement and whether to authorize the Canadian Class.

Both Courts must approve the Settlement for it to become effective. However the Courts decide these issues, there may also be appeals. It is always uncertain whether these appeals can be resolved favorably in support of the Settlement, and resolving them can take time, perhaps more than a year. It also takes a long time, often as much as a year, for all the Proofs of Claim to be accurately reviewed and processed. Please be patient.

## **12. What Am I Giving Up to Get a Payment and Stay in the Class?**

Unless you exclude yourself ("opt out"), you are a member of the Class. That means that, upon the Effective Date, you (and your personal representatives, heirs, executors, administrators, trustees, beneficiaries, current and former plan members and contributors, successors, and assigns) will be held to have released and forever discharged the "Released Parties" (as defined below) in respect of "Settled Claims" (as defined below) and will be barred and enjoined from suing, continuing to sue, or being part of any other lawsuit against the Released Parties relating to the Settled Claims. All of the Canadian Court's orders will apply to you and legally bind you if you are a member of the Canadian Class, and all of the U.S. Court's orders will apply to you and legally bind you if you are a member of the U.S. Class.

"Released Parties" means Defendants and each of their respective present and former parents, subsidiaries, affiliates, officers, directors, employees, general or limited partners or partnerships, foundations, trusts, principals, trustees, attorneys, auditors, accountants, investment bankers, consultants, agents, insurers, co-insurers, heirs, executors, administrators, predecessors, successors, and assigns.

"Settled Claims" means any and all claims, rights, causes of action, damages, or liabilities of any kind, nature, and character whatsoever in law, equity, or otherwise, including both known and Unknown Claims, which were, could have been, or could be asserted in any forum by the Class Members against any of the Released Parties, whether under United States or Canadian federal, state, provincial, local, statutory, or common law, or any other law, rule, or regulation, and whether directly, indirectly or derivatively, based upon, arising out of or relating to any acts, facts, transactions, occurrences, representations, allegations or omissions during the Class Period concerning or in any way related to the acquisition or disposition of Molson, Coors, or Molson Coors securities during the Class Period, the allegations of the Actions and the Additional Canadian Actions, or any violation of law in connection therewith, or any public statements concerning or relating to Molson, Coors, or Molson Coors (or any of their subsidiaries or affiliates), but excluding any claims to enforce the terms of this Settlement. Settled Claims does not include those pending in the action entitled *Phillips v. Molson Coors Brewing Company, et al.*, No. 05-604 KAJ (D.Del.).

"Unknown Claims" means any and all Settled Claims which any of the U.S. Lead Plaintiffs, the Canadian Representative Plaintiffs, or the Class Members does not know or suspect to exist in his favor at the time of the Effective Date and any Settled Defendants' Claims which any Defendant does not know or suspect to exist in his favor, as of the Effective Date, which if

known might have affected his decisions with respect to the Settlement and releases therein. (Additional information pertaining to the definition of Unknown Claims is contained in the Stipulation.)

The "Effective Date" is conditioned upon, among other things, payment of the Gross Settlement Fund, both Courts approving the Settlement, and the Court orders provided for under the terms of the Settlement becoming final and not subject to appeal. (The precise definition of the Effective Date is contained in the Stipulation.)

### **EXCLUDING YOURSELF FROM THE SETTLEMENT**

If you do not want a payment from this Settlement, and you want to keep any right you may have to sue or continue to sue the Defendants and the other Released Parties on your own in respect of Settled Claims, then you must take steps to get out of the Class of which you are a member. This is called excluding yourself from or "opting out" of the Class. Molson Coors may terminate the Settlement if Class Members who purchased or received shares in excess of a certain aggregate number of Coors or Molson Coors shares opt out of the Class.

#### **13. How Do I Opt Out of the Class?**

To exclude yourself from the Class of which you are a member, you must mail a signed letter stating that you "request exclusion from the Class in *In re Molson Coors Brewing Company Securities Litigation*." Your letter must state the date(s), price(s), and number(s) of shares of all your purchases, acquisitions, and sales of Molson Coors and Coors shares during the Class Period. In addition, you must include your name, address, telephone number, and your signature. You must mail your exclusion request **postmarked no later than \_\_\_\_\_, 2009**, to:

In re Molson Coors Brewing Company Securities Litigation EXCLUSIONS  
c/o Strategic Claims Services  
Claims Administrator  
\_\_\_\_\_  
\_\_\_\_\_

You cannot exclude yourself by telephone or by e-mail. Your exclusion request must comply with these requirements in order to be valid. If you write to request to be excluded, you will not get any settlement payment, and you cannot object to the Settlement. You will not be legally bound by anything that happens in this lawsuit.

#### **14. If I Do Not Opt Out, Can I Sue the Defendants for the Same Thing Later?**

No. Unless you opt out, you give up any right to sue the Defendants and the other Released Parties for the Settled Claims resolved by this Settlement. If you have a pending lawsuit against any of the Defendants, speak to your lawyer in that case immediately.

#### **15. If I Opt Out, Can I Get Money from This Settlement?**

No. If you opt out, do not mail in a Proof of Claim because you will be ineligible for compensation from the Settlement. However, you may sue, continue to sue, or be part of a different lawsuit against the Defendants and the other Released Parties.

## **THE LAWYERS REPRESENTING YOU**

### **16. Do I Have a Lawyer in This Case?**

The law firms of Siskinds LLP in London, Ontario, Paquette Gadler Inc. in Montreal, Quebec and Merchant Law Group LLP in Regina, Saskatchewan (i.e., Canadian Class Counsel) represent the Canadian Class in the Canadian Action. The law firms of Labaton Sucharow LLP in New York, New York and Motley Rice LLC in Hartford, Connecticut (i.e., U.S. Lead Plaintiffs' Counsel) represent the U.S. Class in the U.S. Action. You will not be personally charged for any of these lawyers. The Courts will determine the amount of attorneys' fees and expenses the lawyers will receive, which will be paid from the Gross Settlement Fund. If you want to be represented by your own lawyer, you may hire one at your own expense.

### **17. How Will the Lawyers Be Paid?**

Canadian Class Counsel and U.S. Lead Plaintiffs' Counsel will ask the Courts at the Settlement Hearings to collectively award them attorneys' fees from the Gross Settlement Fund in a total amount not to exceed 25% of the Gross Settlement Fund, plus interest on such fees at the same rate earned by the Gross Settlement Fund. In addition, Canadian Class Counsel will ask the Court for reimbursement of applicable taxes and out-of-pocket expenses in an amount not to exceed CDN \$\_\_\_\_\_ to be paid out of the Gross Settlement Fund, plus interest. U.S. Lead Plaintiffs' Counsel will ask the Court for reimbursement of out-of-pocket expenses in an amount not to exceed USD \$\_\_\_\_\_ to be paid out of the Gross Settlement Fund, plus interest.

The combined amount of all requests by Plaintiffs' Counsel for attorneys' fees and out-of-pocket expenses will not exceed \_\_\_% of the Gross Settlement Fund. To date, Plaintiffs' Counsel have not been paid for their services for pursuing the Actions, and they have not been reimbursed for their out-of-pocket expenses. The fees requested will compensate Plaintiffs' Counsel for their work in creating the Gross Settlement Fund.

## **OBJECTING TO THE SETTLEMENT**

### **18. How Do I Object?**

If you are a Class Member, you can "object" to the Settlement or any of its terms, including the proposed Plan of Allocation of the Net Settlement Fund, or the applications by Plaintiffs' Counsel for awards of attorneys' fees and expenses. You must write to Canadian Class Counsel (if you are member of the Canadian Class) or to U.S. Lead Plaintiffs' Counsel (if you are a member of the U.S. Class) setting out your objection and giving reasons for it. You must also (1) include your name, address, telephone number, and signature; (2) identify and supply copies of documentation showing the date, price, and number of Coors or Molson Coors shares you purchased, received, or sold between July 22, 2004 and April 27, 2005, inclusive; and (3) identify the exchange on which you transacted. The appropriate Court will consider your views if you file a proper objection according to these procedures.

If you are a Canadian Class Member, you must mail your signed letter saying that you object to the proposed Settlement in *Boys and Girls Club of London Foundation, et al. v. Molson Coors Brewing Company et al.*, Court File No. 500-06-000314-050 to each of the following **postmarked no later than \_\_\_\_\_, 2009:**

*Canadian Class Counsel:*

Monique L. Radlein  
Siskinds LLP  
680 Waterloo Street  
P.O. Box 2520  
London, ON N6A 3V8

Chantal Perreault  
Paquette Gadler Inc.  
300, place d'Youville  
Bureau B-10  
Montreal, Quebec H2Y 2B6

Canadian Class Counsel will ensure that your objection is filed with the Canadian Court and provided to counsel for the Defendants.

If you are a U.S. Class Member, you must mail your signed letter saying that you object to the proposed Settlement in *In re Molson Coors Brewing Company Securities Litigation*, Master File No. 05 Civ. 00294 (GMS) (D. Del.) to each of the following **postmarked no later than \_\_\_\_\_, 2009:**

*U.S. Lead Plaintiffs' Counsel:*

Nicole M. Zeiss, Esq.  
Labaton Sucharow LLP  
140 Broadway  
New York, NY 10005

William Narwold, Esq.  
Motley Rice LLC  
One Corporate Center  
20 Church Street, 17th Floor  
Hartford, CT 06103

*Defendants' U.S. Counsel:*

Michael R. Young, Esq.  
Antonio Yanez, Jr., Esq.  
Willkie Farr & Gallagher LLP  
787 Seventh Avenue  
New York, NY 10019

Jeffrey L. Moyer, Esq.  
Richards, Layton & Finger  
One Rodney Square  
920 North King Street  
Wilmington DE 19801

*The U.S. Court:*

Clerk of the Court  
United States District Court for the District Delaware  
J. Caleb Boggs Federal Building  
844 N. King Street  
Wilmington, DE 19801

You do not need to attend either the Canadian Settlement Hearing or the U.S. Settlement Hearing to have your objection considered. However, if you wish to attend or to have a lawyer attend to speak about your objection, you must indicate this intention in your objection letter.



**19. What Is the Difference Between Objecting and Opting Out?**

Objecting is simply telling the Court that you do not like something about the Settlement. You can object only if you stay in your respective Class. Opting out is telling the Court that you do not want to be part of the Settlement. If you opt out, you have no basis to object because the case no longer affects you.

**THE SETTLEMENT HEARINGS IN THE CANADIAN AND U.S. COURTS**

**20. When and Where Will the Canadian and U.S. Courts Decide Whether to Approve the Settlement?**

The Canadian Court will hold the Canadian Settlement Hearing on \_\_\_\_\_, 2009, at \_\_\_\_:\_\_\_\_.m., at the Superior Court of Quebec, 1, rue Notre-Dame Est, Montréal (Québec) H2Y 1B6.

The U.S. Court will hold the U.S. Settlement Hearing on \_\_\_\_\_, 2009 at \_\_\_\_:\_\_\_\_.m in Courtroom 4A of the United States District Court for the District of Delaware, J. Caleb Boggs Federal Building, 844 N. King Street, Wilmington, DE 19801.

At these respective hearings, each Court will consider whether the Settlement is fair, reasonable, and adequate for the Class Members over which each Court presides, whether to approve the proposed Plan of Allocation of the Net Settlement Fund and whether to award attorney fees and expenses. If there are objections, the Courts will consider them, and the presiding judge may listen to people who have properly indicated, within the deadline identified in Question 18 above, an intention to attend the hearing; however, all decisions regarding the conduct of the hearings will be made by the respective presiding judge. The Courts may decide some or all of these issues at the hearings, or take them under consideration. We do not know how long these decisions will take.

Within 3 business days of the issuance of any such decision, orders made by either Court granting or refusing approval of the Settlement will be posted by the Claims Administrator at [website address]. Any order in the Canadian Action will also be posted by Canadian Class Counsel at [www.classaction.ca](http://www.classaction.ca). Any order in the U.S. Action will be posted by U.S. Lead Plaintiffs' Counsel at [www.labaton.com](http://www.labaton.com).

**21. Do I Have to Come to the Hearings?**

No. Plaintiffs' Counsel will answer any questions the Courts may have. You are welcome to attend at your own expense. If you mail an objection, you do not have to appear at a hearing to talk about it. Please be aware that the Courts may change the date or time of the hearings without further notice to Class Members.

**IF YOU DO NOTHING**

**22. What Happens if I Do Nothing at All?**

If you do nothing, you will get no money from this Settlement and you will be precluded forever from starting a lawsuit, continuing with a lawsuit, or being part of any other lawsuit against the Defendants and the Released Parties about the Settled Claims. To share in the Net Settlement Fund, you must submit a Proof of Claim (see Question 10). To start, continue, or be part of any other lawsuit against the Defendants and the other Released Parties concerning the Settled Claims, you must exclude yourself (see Question 13).

## **GETTING MORE INFORMATION**

### **23. Are There More Details About the Settlement?**

This Notice summarizes the proposed Settlement. More details are in the Stipulation and Settlement Agreement dated October \_\_, 2008 (the “Stipulation”). All capitalized terms not defined in this Notice have the meanings set forth in the Stipulation. A copy of the Stipulation may be reviewed at [www.classaction.ca](http://www.classaction.ca) or [www.labaton.com](http://www.labaton.com). Or you may request copies from:

<i>Canadian Class Counsel:</i>	<i>U.S. Lead Plaintiffs' Counsel:</i>
Monique L. Radlein Siskinds LLP 680 Waterloo Street London, ON N6A 3V8 <a href="http://www.classaction.ca">www.classaction.ca</a>	Nicole M. Zeiss, Esq. Labaton Sucharow LLP 140 Broadway New York, NY 10005 <a href="http://www.labaton.com">www.labaton.com</a>

### **24. How Do I Get More Information?**

For more detailed information concerning the Canadian Action, you may also review the documents filed in the Canadian Action by inspecting Court File No. 500-06-000314-050 at the Quebec Superior Court of Justice, 1, rue Notre-Dame Est, Montréal (Québec) H2Y 1B6, on weekdays (other than holidays) between 8:30 a.m. and 5:00 p.m.

For more detailed information concerning the U.S. Action, you may review the documents filed in the U.S. Action by inspecting the case file at the Office of the Clerk of the United States District Court for the District of Delaware, Daniel Patrick Moynihan United States Courthouse, J. Caleb Boggs Federal Building, 844 N. King Street, Wilmington, DE 19801, on weekdays (other than court holidays) between 8:30 a.m. and 5:00 p.m.

## **PLAN OF ALLOCATION OF THE NET SETTLEMENT FUND**

The Net Settlement Fund will be distributed in accordance with the Plan of Allocation described below to Class Members who submit valid, timely Proofs of Claim to the Claims Administrator showing a Recognized Loss (“Authorized Claimants”). Authorized Claimants will be eligible to participate in the distribution of the Net Settlement Fund only if they have a net loss on all transactions in Coors and Molson Coors shares during the Class Period.

To the extent there are sufficient funds in the Net Settlement Fund, each Authorized Claimant will receive an amount equal to the Authorized Claimant's claim, as defined below. If, however, the amount in the Net Settlement Fund is not sufficient to permit payment of the total claim of each Authorized Claimant (the more likely scenario), then each Authorized Claimant will be paid the percentage of the Net Settlement Fund that each Authorized Claimant's claim bears to the total of the claims of all Authorized Claimants. Payment in this manner shall be deemed conclusive against all Authorized Claimants.

For purposes of determining the amount an Authorized Claimant may recover under the Plan of Allocation, this Plan of Allocation reflects the plaintiffs' damages theory advanced in the Actions (namely, that the price of Coors and Molson Coors shares were artificially inflated by various alleged misstatements and omissions during the Class Period and that such inflation was removed when the allegedly corrective disclosures were made). The Plan of Allocation also takes into account the strengths and weaknesses of the various claims and apportions recovery accordingly. The Plan of Allocation is not intended to estimate the amount a Class Member might have been able to recover after a trial, nor is it intended to estimate the amount that will be paid to Authorized Claimants. The Plan of Allocation is the basis upon which the Net Settlement Fund will be proportionately divided among all the Authorized Claimants.

For Class Members who held shares at the beginning of the Class Period or made multiple purchases or sales during the Class Period, the first-in, first-out ("FIFO") method will be applied to such holdings, purchases and sales for purposes of calculating a claim. Under the FIFO method, sales of shares during the Class Period will be matched, in chronological order, first against shares held at the beginning of the Class Period. The remaining sales of shares during the Class Period will then be matched, in chronological order, against additional shares purchased or received during the Class Period.

A purchase or sale of Coors or Molson Coors shares shall be deemed to have occurred on the "contract" or "trade" date as opposed to the "settlement" or "payment" date. "Short" sales of Coors or Molson Coors shares shall not be recognized for any amount of loss on the cover, purchase or closing transaction. No distributions to Authorized Claimants who would receive less than \$10.00 will be made, given the administrative expenses of processing and mailing such checks.

The Courts may modify this Plan of Allocation without further notice to Class Members. Payment pursuant to the Plan of Allocation set forth above shall be conclusive against all Authorized Claimants. No Class Member shall have any claim against U.S. Lead Plaintiffs' Counsel, Canadian Class Counsel, or against any of the Defendants or the Released Parties based on the investments, costs, expenses, administration, allocations, payments, and distributions that are made substantially in accordance with the Stipulation, the Plan of Allocation, or further order of the Courts. Each Court has the ability to allow, disallow or adjust the claim of any Class Member over which it presides on equitable grounds.

A Recognized Loss will be calculated as follows:

**I. ALLOCATION FOR MOLSON COORS SHARES RECEIVED  
BY FORMER MOLSON SHAREHOLDERS AS A RESULT OF THE  
FEBRUARY 9, 2005 MERGER**

A. Shares of Molson, Inc. common stock exchanged for shares of:

Molson Coors Canada, Inc. Class A Exchangeable Shares (TSX: TPX.A);  
Molson Coors Canada, Inc. Class B Exchangeable Shares (TSX: TPX.NV);  
Molson Coors Brewing Company Class A Shares (NYSE and TSX: TAP.A); or  
Molson Coors Brewing Company Class B Shares (NYSE: TAP; TSX: TAP.NV)

(i) For such shares held at the close of trading on April 27, 2005, the Recognized Loss shall be \$1.694 per share; and

(ii) For such shares sold between February 9, 2005 and April 27, 2005, the Recognized Loss shall be zero.

**II. ALLOCATION FOR COORS SHARES PURCHASED**

A. For shares of Adolph Coors Company common stock (NYSE: RKY) acquired via open market purchases between July 22, 2004 and February 9, 2005, which were exchanged for Molson Coors Brewing Company Class B Shares (NYSE: TAP; TSX: TAP.NV):

(i) For such shares retained at the end of trading on April 27, 2005, the Recognized Loss shall be \$1.540 per share; and

(ii) For such shares sold between February 9, 2005 and April 27, 2005, the Recognized Loss shall be zero.

**III. ALLOCATION FOR MOLSON COORS SHARES PURCHASED**

A. For shares of Molson Coors Canada, Inc. Class A Exchangeable Shares (TSX: TPX.A); Molson Coors Canada, Inc. Class B Exchangeable Shares (TSX: TPX.NV); Molson Coors Brewing Company Class A Shares (NYSE and TSX: TAP.A); Molson Coors Brewing Company Class B Shares (NYSE: TAP; TSX: TAP.NV) acquired via open market purchases between February 9, 2005 and April 27, 2005:

(i) For such shares held at the close of trading on April 27, 2005, the Recognized Loss shall be \$1.540 per share; and

(ii) For such shares sold between February 9, 2005 and April 27, 2005, the Recognized Loss shall be zero.

## **SPECIAL NOTICE TO SECURITIES BROKERS AND OTHER NOMINEES**

If you purchased or otherwise acquired Coors or Molson Coors shares (NYSE: "RKY", CUSIP Number \_\_\_\_\_; TSX: "TAP", CUSIP Number \_\_\_\_\_; NYSE: "TAP", CUSIP Number \_\_\_\_\_) between July 22, 2004 and April 27, 2005, inclusive, for the beneficial interest of a person or organization other than yourself, the Court has directed that **WITHIN SEVEN (7) CALENDAR DAYS OF YOUR RECEIPT OF THIS NOTICE** you must either: (1) send a copy of this Notice and Proof of Claim by first class mail to all such persons; or (2) provide a list of the names and addresses of such persons to the Claims Administrator at:

In re Molson Coors Brewing Company Securities Litigation  
c/o Strategic Claims Services  
Claims Administrator

If you choose to mail the Notice and Proof of Claim yourself, you may obtain from the Claims Administrator (without cost to you) as many additional copies of these documents as you will need to complete the mailing. Upon such mailing, you are directed to send a statement to the Claims Administrator confirming that the mailing was made. Regardless of whether you choose to complete the mailing yourself or elect to have the mailing performed for you, you may obtain reimbursement for reasonable administrative costs actually incurred in connection with forwarding the Notice and Proof of Claim or ascertaining the names and addresses of beneficial owners after submission of appropriate documentation to the Claims Administrator.

**PLEASE DO NOT CONTACT EITHER OF THE COURTS  
REGARDING THIS NOTICE.**

Dated: \_\_\_\_\_, 2008

**BY ORDER OF THE SUPERIOR COURT OF QUEBEC AND THE UNITED STATES  
DISTRICT COURT FOR THE DISTRICT OF DELAWARE**

**EXHIBIT C-2 – PROOF OF CLAIM**

**C A N A D A  
PROVINCE OF QUEBEC  
DISTRICT OF MONTREAL  
No: 500-06-000314-050**

**(CLASS ACTION)  
SUPERIOR COURT**

**BOYS AND GIRLS CLUB OF LONDON  
FOUNDATION, ET AL.**

*Plaintiff*

**v.**

**MOLSON COORS BREWING  
COMPANY, ET AL.**

*Defendants*

---

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF DELAWARE**

-----	x	
	:	
IN RE MOLSON COORS BREWING	:	Civil Action No. 1:05-cv-00294-GMS
COMPANY SECURITIES LITIGATION	:	(Consolidated)
	:	
-----	x	

**PROOF OF CLAIM AND RELEASE**

**DEFINITIONS**

1. Unless specifically defined herein, capitalized terms used in this Proof of Claim and Release (“Proof of Claim”) form have the meanings set forth in the Stipulation and Settlement Agreement dated October \_\_, 2008 (the “Stipulation”) available for review at \_\_\_\_\_. This Proof of Claim should also be read in conjunction with the Notice of Pendency and Proposed Settlement of Class Actions (“Notice”) that is being sent with this Proof of Claim form.

## GENERAL INSTRUCTIONS

1. To receive a recovery from the Net Settlement Fund created as a result of the settlement with the Defendants as a member of the U.S. Class certified for settlement purposes in the action entitled *In re Molson Coors Brewing Company Securities Litigation*, C.A. No. 05-cv-00294-GMS (Consolidated), before the United States District Court for the District of Delaware (the “U.S. Action”), or as a member of the Canadian Class in the action entitled *Boys and Girls Club of London Foundation, et al. v. Molson Coors Brewing Company, et al.*, Court File No. 500-06-000314-050, before the Superior Court of Quebec (the “Canadian Action”) (collectively, the “Actions”), you must complete and, on page \_\_\_\_ below, sign this Proof of Claim form. If you fail to submit a timely, properly completed and addressed Proof of Claim, your claim may be rejected and you may be precluded from any recovery from the Net Settlement Fund.

2. Submission of this Proof of Claim form, however, does not ensure that you will share in the Net Settlement Fund, even if you are a member of the Canadian or U.S. Class (collectively, the “Class”).

3. **YOU MUST MAIL YOUR COMPLETED AND SIGNED PROOF OF CLAIM POSTMARKED NO LATER THAN \_\_\_\_\_, 2009, ADDRESSED AS FOLLOWS:**

*Molson Coors Brewing Company Securities Litigation*  
c/o \_\_\_\_\_

P.O. \_\_\_\_\_

\_\_\_\_\_

If you are NOT a member of the Class DO NOT submit this Proof of Claim form. You are not entitled to a recovery.

If you are a member of the Class and you have not timely and validly requested to be excluded from the Class, you will be bound by the terms of the Judgment entered in the Action governing your claim, WHETHER OR NOT YOU SUBMIT A PROOF OF CLAIM.

4. Separate Proofs of Claims must be filed for each differently named account or ownership (e.g., individual account, IRA account, joint account, etc.) However, joint tenants, co-owners or Uniform Gift to Minors Act (“UGMA”) custodians should file a single claim.

#### **IDENTIFICATION OF CLAIMANT**

1. Everyone who fits the following description is a member of the proposed *Canadian Class*, which is defined as the class to be certified or authorized, for purposes of settlement only, by the Superior Court of Quebec comprising all persons and entities resident or domiciled in Canada subject to Article 999 of the Quebec Code of Civil Procedure: (i) that, as former shareholders of Molson Inc. (“Molson”), received shares of Molson Coors Brewing Company (“Molson Coors”) as a result of the February 9, 2005 merger of Molson and the Adolph Coors Company (“Coors”); (ii) that were open market purchasers of the common stock of Coors from July 22, 2004 through February 9, 2005, inclusive; or (iii) that were open market purchasers of the common stock of Molson Coors, from the completion of the merger of Molson and Coors through April 27, 2005, inclusive, and who were allegedly damaged thereby, and including the plaintiffs in the Additional Canadian Actions and all persons and entities resident or domiciled in Canada included within the putative classes on whose behalf the Additional Canadian Actions were brought. Excluded from the Canadian Class are the Excluded Persons.

2. Everyone who fits the following description is a member of the *U.S. Class*, which is defined as the class to be certified, for purposes of settlement only, by the United States District Court for the District of Delaware comprising all persons and entities: (i) that, as former shareholders of Molson, received shares of Molson Coors as a result of the February 9, 2005



merger of Molson and Coors; (ii) that were open market purchasers of the common stock of Coors from July 22, 2004 through February 9, 2005, inclusive; or (iii) that were open market purchasers of the common stock of Molson Coors, from the completion of the merger of Molson and Coors through April 27, 2005, inclusive, and who were allegedly damaged thereby, other than members of the Canadian Class and Excluded Persons.

3. You may be a member of *either* the Canadian Class or the U.S. Class, but not both. “Excluded Persons” means: (i) the Defendants; (ii) members of the immediate family of each of the Individual Defendants; (iii) each person who at any time served as an officer or director of Molson Coors Brewing Company, Molson Inc., or Molson Coors Canada, and members of their respective immediate families; (iv) any person, firm, trust, corporation, officer, director or other individual or entity in which any Defendant has or had, during the Class Period, a controlling interest or which is related to or affiliated with any of the Defendants; and (v) any putative members of the Class who timely and validly request exclusion from the Class in accordance with the requirements set forth in the Notice.

4. If you held the common stock of Molson, Coors or Molson Coors in your name, you are the beneficial purchaser or acquirer *as well as* the record purchaser or acquirer. If, however, you purchased or otherwise acquired such common stock during the Class Period through a third party, such as a nominee or brokerage firm, and the shares were registered in the name of that third party, you are the beneficial purchaser or acquirer of these securities, *but the third party* is the record purchaser or acquirer of these securities.

5. Use Part I of this form entitled “Claimant Identification” to identify each beneficial purchaser or acquirer of the common stock of Molson, Coors or Molson Coors that forms the basis of this claim, as well as the purchaser or acquirer of record if different. THIS

CLAIM MUST BE SUBMITTED BY THE ACTUAL BENEFICIAL PURCHASER(S), (OR AUTHORIZED ACQUIRER(S) OR LEGAL REPRESENTATIVE(S) OF SUCH BENEFICIAL PURCHASER(S) OR ACQUIRER(S)), OF THE SHARES UPON WHICH THIS CLAIM IS BASED.

6. All joint beneficial purchasers or acquirers must sign this claim. Executors, administrators, guardians, conservators and trustees must complete and sign this claim on behalf of persons represented by them and their authority must accompany this claim and their titles or capacities must be stated. The Social Security, Social Insurance or taxpayer identification number and telephone number of the beneficial owner(s) may be used in verifying this claim. Failure to provide the foregoing information could delay verification of your claim or result in rejection of your claim.

#### **INSTRUCTIONS FOR THE IDENTIFICATION OF TRANSACTION(S)**

1. Use Part II of this form entitled "Schedule of Transactions in Coors or Molson Coors Shares" to supply all required details of your transaction(s) in Coors, Molson or Molson Coors shares. If you need more space or additional schedules, attach separate sheets giving all of the required information in substantially the same form. Sign and print or type your name on each additional sheet. If you have a large number of transactions, you may submit information regarding your transactions electronically. Please contact the Claims Administrator: (800)\_\_\_\_\_; [www.\\_\\_\\_\\_\\_](http://www._____) for information on electronic submission of transactional information.

2. On the schedules in Part II, provide all of the requested information with respect to *all* of your purchases or other acquisitions and *all* of your sales of Coors or Molson Coors shares which took place at any time from July 22, 2004 through April 27, 2005, inclusive (the Class Period), whether such transactions resulted in a profit or a loss. "TSX" and "NYSE" mean

the Toronto Stock Exchange and New York Stock Exchange, respectively. Please note whether you transacted in the following shares: Coors (NYSE: RKY); Molson Coors Canada, Inc. Class A Exchangeable Shares (TSX: TPX.A); Molson Coors Canada, Inc. Class B Exchangeable Shares (TSX: TPX.NV); Molson Coors Brewing Company Class A Shares (NYSE and TSX: TAP.A); Molson Coors Brewing Company Class B Shares (NYSE: TAP; TSX: TAP.NV).

3. You must also provide all of the requested information with respect to *all* of the Coors shares you held at the beginning of trading on July 22, 2004, all of the Molson Coors shares received in exchange for shares of Molson, and all of the Molson Coors shares held at the close of trading on April 27, 2005.

4. Failure to report all such transactions as requested in Part II may result in the rejection of your claim. List each transaction in the Class Period separately and in chronological order, by trade date (not the “settlement date”), beginning with the earliest. You must accurately provide the month, day, and year of each transaction you list.

5. Copies of broker confirmations, monthly account statements or other documentation of your transactions in Coors or Molson Coors shares must be attached to your claim. **DO NOT SEND ORIGINALS.** Failure to provide this documentation could result in rejection of your claim. The Parties and the Claims Administrator do not independently have information about your investments. The Claims Administrator may also request additional information as needed to efficiently and reliably calculate your losses.

***Molson Coors Brewing Company Securities Litigation***

**PROOF OF CLAIM AND RELEASE**

Must be Postmarked No Later Than:

\_\_\_\_\_, 2009

Please Type or Print

**PART I: CLAIMANT IDENTIFICATION**

\_\_\_\_\_  
Beneficial Owner's Name *(as it appears on your brokerage statement)*

\_\_\_\_\_  
Joint Beneficial Owner's Name *(as it appears on your brokerage statement)*

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State/Province

\_\_\_\_\_  
Zip/Postal Code

\_\_\_\_\_  
Country

\_\_\_\_\_  
Social Security Number  
Social Insurance Number

or

\_\_\_\_\_  
Taxpayer Identification Number

Check appropriate box:

☐ Individual or Sole Proprietor   ☐ Pension Plan   ☐ Corporation   ☐ Partnership

☐ Trust   ☐ IRA   ☐ UGMA Custodian   ☐ Other \_\_\_\_\_

\_\_\_\_\_  
Area Code   Telephone Number (Day)

\_\_\_\_\_  
Area Code   Telephone Number (Evening)

\_\_\_\_\_  
E-mail Address

\_\_\_\_\_  
Facsimile Number

Were your shares held in "street name" (*i.e.*, in the name of a stock broker or other nominee)? If so, that broker or nominee is the Record Owner and you are required to fill in the following line.

\_\_\_\_\_  
Record Owner's Name (if different from beneficial owner listed above); *e.g.* brokerage firm, bank, nominee, etc.

**PART II: SCHEDULE OF TRANSACTIONS IN COORS OR MOLSON COORS SHARES**

- A. Number of Coors shares held at the beginning of trading on July 22, 2004: \_\_\_\_\_
- B. Number of Molson shares exchanged for shares of Molson Coors: \_\_\_\_\_
- C. Number of Molson Coors shares received in exchange for shares of Molson: \_\_\_\_\_
- D. **Purchases** (July 22, 2004 – April 27, 2005, inclusive) of Coors or Molson Coors shares:

Issuer (Coors or Molson Coors)	Security Purchased	Exchange on Which You Purchased (TSX or NYSE)	Trade Date (Mo./Day/Year)	Number of Shares Purchased	Total Purchase Price* (U.S.\$ or CDN\$)
1.		1.	1.	1.	1.
2.		2.	2.	2.	2.
3.		3.	3.	3.	3.
4.		4.	4.	4.	4.
5.		5.	5.	5.	5.
6.		6.	6.	6.	6.

IMPORTANT: Identify by number listed above all purchases in which you covered a “short sale”: \_\_\_\_\_

- E. **Sales** (July 22, 2004 – April 27, 2005, inclusive) of Coors or Molson Coors shares:

Issuer (Coors or Molson Coors)	Security Sold	Exchange on Which You Sold (TSX or NYSE)	Trade Date (Mo./Day/Year)	Number of Shares Sold	Total Sales Price* (U.S.\$ or CDN\$)
1.		1.	1.	1.	1.
2.		2.	2.	2.	2.
3.		3.	3.	3.	3.
4.		4.	4.	4.	4.
5.		5.	5.	5.	5.
6.		6.	6.	6.	6.

- F. Number and type of Molson Coors shares held at the close of trading on April 27, 2005, (if none, write 0): \_\_\_\_\_

IF YOU REQUIRE ADDITIONAL SPACE, ATTACH EXTRA SCHEDULES IN THE SAME FORMAT AS ABOVE. SIGN AND PRINT YOUR NAME ON EACH ADDITIONAL PAGE.

**PART III: SUBMISSION TO THE JURISDICTION OF THE COURT  
AND ACKNOWLEDGMENTS**

1. I (We) submit this Proof of Claim under the terms of the Stipulation and Settlement Agreement dated October \_\_, 2008, described in the Notice. As a member of the U.S. Class or Canadian Class, I (We) submit to the jurisdiction of the United States District Court for the District of Delaware or the Superior Court of Quebec, as is applicable, with respect to my (our) claim and for purposes of enforcing the release set forth herein. I (We) further acknowledge that I (we) will be bound by and subject to the terms of any Judgment that may be entered in the Action that governs my (our) claim. I (We) agree to furnish additional information to the Claims Administrator to support this claim if requested to do so. I (We) have not submitted any other claim covering the same purchases, acquisitions, sales or holdings of Molson, Coors or Molson Coors shares during the Class Period and know of no other person having done so on my (our) behalf.

**PART IV: RELEASE AND DECLARATION**

1. I (We), on behalf of myself, my personal representatives, heirs, executors, administrators, trustees, beneficiaries, current and former plan members and contributors, successors, and assigns, hereby acknowledge full and complete satisfaction of, and do hereby fully, finally and forever settle, release and discharge from the Settled Claims<sup>1</sup> each and all of the

---

<sup>1</sup> "Settled Claims" means any and all claims, rights, causes of action, damages, or liabilities of any kind, nature, and character whatsoever in law, equity, or otherwise, including both known and Unknown Claims, which were, could have been, or could be asserted in any forum by the Class Members against any of the Released Parties, whether under United States or Canadian federal, state, provincial, local, statutory, or common law, or any other law, rule, or regulation, and whether directly, indirectly, or derivatively, based upon, arising out of or relating to any acts, facts, transactions, occurrences, representations, allegations, or omissions during the Class Period concerning or in any way related to the acquisition or disposition of Molson, Coors, or Molson Coors securities during the Class Period, the allegations of the Actions and the Additional Canadian Actions, or any violation of law in connection therewith, or any public statements concerning or relating to Molson, Coors, or Molson Coors (or any of their subsidiaries or affiliates), but

Released Parties<sup>2</sup> as those terms and the terms related thereto are defined in the accompanying Notice and Stipulation, and shall not institute, continue, maintain, or assert, either directly, indirectly, or derivatively, whether in the United States, Canada, or elsewhere, on my own behalf or on behalf of any class or any other person, any action, suit, cause of action, proceeding, complaint, claim or demand against any Released Party or any other person who may claim any form of contribution or indemnity from any Released Party in respect of any Settled Claim or any matter related thereto. This release shall be of no force or effect unless and until the Effective Date (as defined in the Stipulation) has occurred.

2. I (We) hereby warrant and represent that I (we) have not assigned or transferred or purported to assign or transfer, voluntarily or involuntarily, any matter released pursuant to this release or any other part or portion thereof. I (We) hereby warrant and represent that I (we) am (are) not an Excluded Person as defined herein, in the Notice and in the Stipulation.

3. I (We) hereby warrant and represent that I (we) have included information about all of my (our) purchases, acquisitions, and sales and other transactions in Molson, Coors and Molson Coors shares, as requested, which occurred during the Class Period and the number of shares held by me (us) at the beginning of trading on July 22, 2004, and at the close of trading on April 27, 2005.

4. I (We) certify that I am (we are) NOT subject to backup withholding under the provisions of Section 3406 (a)(1)(C) of the Internal Revenue Code because: (a) I am (we are)

---

excluding any claims to enforce the terms of the Settlement. Settled Claims does not include those pending in the action entitled *Phillips v. Molson Coors Brewing Company, et al.*, No. 05-604 KAJ (D. Del.).

<sup>2</sup> “Released Parties” means Defendants and each of their respective present and former parents, subsidiaries, affiliates, officers, directors, employees, general or limited partners or partnerships, foundations, trusts, principals, trustees, attorneys, auditors, accountants, investment bankers, consultants, agents, insurers, co-insurers, heirs, executors, administrators, predecessors, successors, and assigns.

exempt from backup withholding; or (b) I (we) have not been notified by the Internal Revenue Service that I am (we are) subject to backup withholding as a result of a failure to report all interest or dividends; or (c) the Internal Revenue Service has notified me (us) that I am (we are) no longer subject to backup withholding.<sup>3</sup>

I (We) declare under penalty of perjury under the laws of the United States of America or of Canada, as applicable, that the foregoing information supplied directly by, or indirectly on behalf of, the beneficial owner of Coors or Molson Coors shares is true and correct.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, in \_\_\_\_\_, \_\_\_\_\_.  
(Month / Year) (City) (State /Province/Country)

\_\_\_\_\_  
(Sign your name here)

\_\_\_\_\_  
(Type or print your name here)

\_\_\_\_\_  
(Signature of Joint Claimant, if any)

\_\_\_\_\_  
(Print your name here)

\_\_\_\_\_  
(Capacity of person(s) signing, *e.g.*, Beneficial Owner, Executor or Administrator)

\_\_\_\_\_  
(Name(s) of the Beneficial Owner, if applicable)

<sup>3</sup> If you have been notified by the Internal Revenue Service that you are subject to backup withholding, please strike out the language above stating that you are not subject to withholding.



ACCURATE CLAIMS PROCESSING TAKES A  
SIGNIFICANT AMOUNT OF TIME.  
THANK YOU FOR YOUR PATIENCE.

Reminder Checklist:

1. Please sign the above declaration in Part IV.
2. Remember to attach supporting documentation, if available.
3. Do not send original stock certificates.
4. Do NOT use a highlighter on this form or any supporting documents.
5. Keep a copy of everything you submit for your records.
6. If you desire an acknowledgment of receipt of your Proof of Claim and Release, please send it Certified Mail, Return Receipt Requested.
7. If you move, please send us your new address.

**EXHIBIT C-3 – PUBLICATION NOTICE**

**CANADA  
PROVINCE OF QUEBEC  
DISTRICT OF MONTREAL  
No: 500-06-000314-050**

**(CLASS ACTION)  
SUPERIOR COURT**

**BOYS AND GIRLS CLUB OF LONDON  
FOUNDATION, ET AL.**

*Plaintiff*

**v.**

**MOLSON COORS BREWING  
COMPANY, ET AL.**

*Defendants*

---

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF DELAWARE**

-----	x	
	:	
IN RE MOLSON COORS BREWING	:	Civil Action No. 1:05-cv-00294-GMS
COMPANY SECURITIES LITIGATION	:	(Consolidated)
	:	
-----	x	

**SUMMARY NOTICE OF PENDENCY, PROPOSED SETTLEMENT, AND  
SETTLEMENT HEARINGS**

**TO: ALL PERSONS AND ENTITIES RESIDENT OR DOMICILED IN CANADA:**

(1) THAT AS FORMER SHAREHOLDERS OF MOLSON INC. ("MOLSON"), RECEIVED SHARES OF MOLSON COORS BREWING COMPANY ("MOLSON COORS") AS A RESULT OF THE FEBRUARY 9, 2005 MERGER OF MOLSON AND THE ADOLPH COORS COMPANY ("COORS");

(2) THAT WERE OPEN MARKET PURCHASERS OF THE COMMON STOCK OF COORS FROM JULY 22, 2004 THROUGH FEBRUARY 9, 2005, INCLUSIVE; OR

(3) THAT WERE OPEN MARKET PURCHASERS OF THE COMMON STOCK OF MOLSON COORS, FROM THE COMPLETION OF THE MERGER OF MOLSON AND COORS THROUGH APRIL 27, 2005, INCLUSIVE, AND WHO WERE ALLEGEDLY DAMAGED THEREBY, AND INCLUDING THE PLAINTIFFS IN THE ADDITIONAL CANADIAN ACTIONS AND ALL PERSONS AND ENTITIES RESIDENT OR DOMICILED IN CANADA INCLUDED WITHIN THE PUTATIVE CLASSES ON WHOSE BEHALF THE ADDITIONAL CANADIAN ACTIONS WERE BROUGHT (the "CANADIAN CLASS") **AND**

**ALL OTHER PERSONS AND ENTITIES:**

(1) THAT, AS FORMER SHAREHOLDERS OF MOLSON, RECEIVED SHARES OF MOLSON COORS AS A RESULT OF THE FEBRUARY 9, 2005 MERGER OF MOLSON AND COORS;

(2) THAT WERE OPEN MARKET PURCHASERS OF THE COMMON STOCK OF COORS FROM JULY 22, 2004 THROUGH FEBRUARY 9, 2005, INCLUSIVE; OR

(3) THAT WERE OPEN MARKET PURCHASERS OF THE COMMON STOCK OF MOLSON COORS, FROM THE COMPLETION OF THE MERGER THROUGH APRIL 27, 2005, INCLUSIVE, AND WHO WERE ALLEGEDLY DAMAGED THEREBY, (the "U.S. CLASS", collectively with the Canadian Class, "the CLASS").

YOU ARE HEREBY NOTIFIED, by Order of the Superior Court of Quebec (the "Canadian Court") and, pursuant to Rule 23 of the Federal Rules of Civil Procedure, by Order of the United States District Court for the District of Delaware (the "U.S. Court"), that a settlement for \$6 million, plus interest (the "Settlement") of the above-captioned actions has been proposed by the parties. Settlement Hearings will be held before the Canadian Court and the U.S. Court. The Canadian Settlement Hearing will be held on \_\_\_\_\_, 2009 at \_\_\_\_\_.m, in the Quebec Superior Court of Justice, 1, rue Notre-Dame Est, Montréal (Québec) H2Y 1B6. The U.S. Settlement Hearing will be held on \_\_\_\_\_, 2009 at \_\_\_\_\_.m, in Courtroom \_\_\_\_ of the J. Caleb Boggs Federal Building, 844 N. King Street, Wilmington, Delaware 19801, before the Honorable Gregory M. Sleet, United States District Judge. Each hearing will be for the purpose of determining, among other things, whether the Settlement should be approved, whether the proposed Plan of Allocation of the Net Settlement Fund should be approved, and whether settlement Classes should be finally certified. In advance of the hearings, Plaintiffs' Counsel will apply to the respective Courts for awards of legal fees and reimbursement of expenses incurred in connection with the Actions.

IF YOU ARE A MEMBER OF THE CLASS DESCRIBED ABOVE, YOUR RIGHTS WILL BE AFFECTED AND YOU MAY BE ENTITLED TO SHARE IN THE SETTLEMENT FUND. If you have not yet received the full printed Notice of Pendency and Proposed

Settlement of Class Action and a Proof of Claim form, you may obtain copies of these documents by contacting the Claims Administrator at: *In re Molson Coors Brewing Company Securities Litigation*, c/o \_\_\_\_\_, Claims Administrator, \_\_\_\_\_, ( ) \_\_\_\_ - \_\_\_\_ **www.**\_\_\_\_\_.

Inquiries, other than requests for the forms of Notice and Proof of Claim or the status of a claim, may be made to Plaintiffs' Counsel:

<i>Canadian Class Counsel:</i>	<i>U.S. Lead Plaintiffs' Counsel:</i>
Monique L. Radlein Siskinds LLP 680 Waterloo Street London, ON N6A 3V8 (800) 461-6166 x 2380 <a href="http://www.classaction.ca">www.classaction.ca</a>	Nicole M. Zeiss, Esq. Labaton Sucharow LLP 140 Broadway New York, NY 10005 (800) 321-0476 <a href="http://www.labaton.com">www.labaton.com</a>

To participate in the Settlement and be eligible to receive a recovery, you must submit a Proof of Claim no later than \_\_\_\_\_, 2009. If you are a Class Member and do not exclude yourself from the Class, you will be bound by the Judgments entered by the Courts. To exclude yourself from the Class, you must submit a request for exclusion postmarked no later than \_\_\_\_\_, 2009. Any objections to the Settlement must be filed and mailed to Counsel by \_\_\_\_\_, 2009. If you are a Class Member and do not submit an acceptable Proof of Claim, you will not share in the Settlement, but you nevertheless will be bound by the Judgments of the Courts.

DATED: \_\_\_\_\_, 2008

By Order of the Superior Court of Quebec and U.S. District Court for the District of Delaware

**EXHIBIT C-4 – PLAN OF NOTICE**

**CANADA  
PROVINCE OF QUEBEC  
DISTRICT OF MONTREAL  
No: 500-06-000314-050**

**(CLASS ACTION)  
SUPERIOR COURT**

**BOYS AND GIRLS CLUB OF LONDON  
FOUNDATION, ET AL.**

*Plaintiff*

**v.**

**MOLSON COORS BREWING  
COMPANY, ET AL.**

*Defendants*

---

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF DELAWARE**

-----	X	
	:	
IN RE MOLSON COORS BREWING	:	Civil Action No. 1:05-cv-00294-GMS
COMPANY SECURITIES LITIGATION	:	(Consolidated)
	:	
-----	X	

**PLAN OF NOTICE**

**DEFINITIONS**

Capitalized terms herein have the same meaning as in the Stipulation and Settlement Agreement dated \_\_\_\_\_, 2008 (the “Stipulation”). In addition, for purposes of this Plan of Notice:

“CDS” means the Canadian Depository for Securities Limited, which is a Canadian national securities depository.

“Pre-Approval Date” means the date upon which both the U.S. Preliminary Approval Order and the Canadian Pre-Approval Order have been issued.

“SCAS” means Securities Class Action Services, a U.S. based consulting firm, owned and operated by Institutional Shareholder Services, with over 2,000 institutional investor clients worldwide.

## **PART 1: NOTIFICATION TO DATE**

In \_\_\_\_\_ 2008, Canadian Class Counsel and U.S. Lead Plaintiffs’ Counsel posted the executed Stipulation and a brief explanation about the Settlement of the Actions on their firm websites, [www.classaction.ca](http://www.classaction.ca) and [www.labaton.com](http://www.labaton.com).

## **PART 2: NOTICE PROGRAM**

Within 10 business days of the Pre-Approval Date, or as otherwise ordered by the Courts, the Notice of Pendency and Proposed Settlement of Class Action (“Notice”) and Proof of Claim form will be posted on the websites of Canadian Class Counsel at [www.classaction.ca](http://www.classaction.ca) and U.S. Lead Plaintiffs’ Counsel at [www.labaton.com](http://www.labaton.com). Within that same period, the Notice and Proof of Claim form will also be posted on the webpage established by the Claims Administrator for purposes of administering the Settlement.

The Notice and Summary Notice of Pendency, Proposed Settlement, and Settlement Hearings for publication (“Publication Notice”) will also be disseminated as follows:

### **National Notice in Canada and the United States**

Plaintiffs’ Counsel shall cause the Publication Notice, which notice will be in at least 6 point font, to be published within 14 calendar days of the mailing of the Notice and Proof of Claim forms, as described below.

In Canada, such publication will be made in the English language in the national edition of the *National Post* and in the French language in *Journal de Montreal* and *Journal de Quebec*. The English and French language versions of the Publication Notice will also be issued across *Marketwire*, a major business newswire in Canada.

In the U.S., such publication will be made in the English language only in the national edition of *Investor’s Business Daily*, and by issuance across *PrimeZone*, a major national business newswire in the U.S.

In addition to print and wire publication, the Claims Administrator will send SCAS and CDS letters, together with a copy of the Notice and Publication Notice, advising SCAS and CDS of the Settlement so that they can advise their institutional clients and/or participating brokerages of the Settlement, the applicable deadlines and their obligations to beneficial owners.

### **Individual Notice**

To the extent reasonably necessary to effectuate notice of the Settlement, Molson Coors shall, at its own expense, provide to the Claims Administrator to the extent reasonably available all information reasonably requested from Molson Coors’s transfer records concerning the identity and last known address of Class Members and their transactions during the Class Period.

Canadian Class Counsel and U.S. Lead Plaintiffs' Counsel will forward to the Claims Administrator the identities and last-known addresses of all Class Members known to them.

The Claims Administrator shall directly mail by first class mail, postage prepaid, within 10 business days of the Pre-Approval Date, a copy of the Notice and the Proof of Claim form to the last-known address of all individuals and entities who can be identified with reasonable effort as Class Members in the materials provided to it by Molson Coors and by Canadian Class Counsel and U.S. Lead Plaintiffs' Counsel.

The Claims Administrator will also make available to the public a toll-free number and e-mail address that will enable Class Members to obtain more information about the Settlement and the opt-out and claims processes, and will mail or e-mail a copy of the Notice and Proof of Claim form to any person who requests those documents from the Claims Administrator. Additionally, both Canadian Class Counsel and U.S. Lead Plaintiffs' Counsel will make available to the public a toll-free number that will enable Class Members to obtain more information about the Settlement and the opt-out and claims processes. Canadian Class Counsel and U.S. Lead Plaintiffs' Counsel will mail or e-mail a copy of the Notice, Stipulation, and Proof of Claim form to any person who requests same.

### **PART 3: APPROVAL NOTIFICATION**

Within 3 business days after the issuance by either of the Courts of any order granting or refusing to approve the Settlement, such orders will be posted on the websites of Canadian Class Counsel at [www.classaction.ca](http://www.classaction.ca), U.S. Lead Plaintiffs' Counsel at [www.labaton.com](http://www.labaton.com), and on the webpage to be established by the Claims Administrator to assist the administration of the Settlement. Such orders will also be sent directly to any person who requests them. Class Members will be made aware of the availability of those orders through the Notice.

**EXHIBIT D – U.S. ACTION JUDGMENT**

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF DELAWARE**

-----	x	
	:	
IN RE MOLSON COORS BREWING	:	Master File No. 1:05-cv-00294-GMS
COMPANY SECURITIES LITIGATION	:	CLASS ACTION
	:	
-----	x	

**[PROPOSED] ORDER AND FINAL JUDGMENT**

WHEREAS, this matter came before the Court for hearing, pursuant to the Order of this Court, on \_\_\_\_\_, 2008, on the application of the parties for approval of the Settlement set forth in the Stipulation and Settlement Agreement dated as of \_\_\_\_\_, 2008 (the “Stipulation”); and

WHEREAS, certain related actions pending in Canada have been settled or dismissed as contemplated in the Settlement, and the Settlement has been approved by the Superior Court of Quebec;

NOW, THEREFORE, the Court having considered all matters submitted to it at the hearing and all papers filed and proceedings had herein and otherwise being fully informed in the premises and good cause appearing therefor, IT IS HEREBY ORDERED that:

1. The Stipulation is incorporated by reference in this Order and Final Judgment.

All capitalized terms used herein shall have the meanings set forth in the Stipulation.

2. The Court has jurisdiction over the subject matter of this U.S. Action and over all parties to the U.S. Action, all U.S. Class Members, the Escrow Agent, and the Claims Administrator.

3. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, and for the purposes of the Settlement only, this U.S. Action is hereby finally certified as a class action on behalf of



all persons and entities: (i) that, as former shareholders of Molson, received shares of Molson Coors as a result of the February 9, 2005 merger of Molson and Coors; (ii) that were open market purchasers of the common stock of Coors from July 22, 2004 through February 9, 2005, inclusive; or (iii) that were open market purchasers of the common stock of Molson Coors, from the completion of the merger of Molson and Coors through April 27, 2005, inclusive, and who were allegedly damaged thereby, other than members of the Canadian Class and Excluded Persons. "Excluded Persons" means: (i) the Defendants; (ii) members of the immediate family of each of the Individual Defendants; (iii) each person who at any time served as an officer or director of Molson Coors Brewing Company, Molson Inc., or Molson Coors Canada, and members of their respective immediate families; (iv) any person, firm, trust, corporation, officer, director or other individual or entity in which any Defendant has or had, during the Class Period, a controlling interest or which is related to or affiliated with any of the Defendants; and (v) those putative members of the U.S. Class who timely and validly requested exclusion from the U.S. Class in accordance with the requirements set forth in the Notices to putative Class Members approved by the Court, as listed on Exhibit 1 annexed hereto.

4. The Court finds, for the purposes of the Settlement only, that the prerequisites for a class action under Rules 23(a) and (b)(3) of the Federal Rules of Civil Procedure have been satisfied in that: (a) the number of U.S. Class Members is so numerous that joinder of all members thereof is impracticable; (b) there are questions of law and fact common to the U.S. Class; (c) the claims of the named representatives are typical of the claims of the U.S. Class they seek to represent; (d) the U.S. Lead Plaintiffs will fairly and adequately represent the interests of the U.S. Class; (e) the questions of law and fact common to the members of the U.S. Class predominate over any questions affecting only individual members of the U.S. Class; and (f) a

class action is superior to other available methods for the fair and efficient adjudication of the controversy. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, and for the purposes of the Settlement only, U.S. Lead Plaintiffs Metzler Investment GmbH and Drywall Acoustic Lathing and Insulation Local 675 Pension Fund are finally certified as Class Representatives. The law firms of Labaton Sucharow LLP and Motley Rice LLC are finally appointed Class Counsel and the law firm of Rigrodsky & Long, P.A. is appointed as Liaison Counsel to the Class.

5. Notice of the pendency of this U.S. Action as a class action and of the proposed Settlement was given to all U.S. Class Members who could be identified with reasonable effort. The form and method of notifying the U.S. Class of the pendency of this U.S. Action as a class action and of the terms and conditions of the proposed Settlement met the requirements of Rule 23 of the Federal Rules of Civil Procedure, Section 21D(a)(7) of the Securities Exchange Act of 1934, 15 U.S.C. 78u-4(a)(7), as amended by the Private Securities Litigation Reform Act of 1995 (the “PSLRA”), Rule 23.1 of the Local Rules of the District of Delaware, due process, and other applicable law in the United States. Such notice constituted the best notice practicable under the circumstances, and constituted due and sufficient notice to all persons and entities entitled thereto.

6. Pursuant to Federal Rule of Civil Procedure 23, the Court hereby finally approves the Stipulation and Settlement and finds that the Settlement is fair, reasonable and adequate. Subject to the terms and provisions of the Stipulation and the conditions therein being satisfied, the parties are directed to consummate the Settlement.

7. The U.S. Action and all claims contained therein are dismissed with prejudice and without costs.

8. Upon the Effective Date, each Releasor, including each U.S. Class Member who has not validly and timely requested exclusion from the U.S. Class, whether or not such U.S. Class Member executes and delivers a Proof of Claim, shall be deemed to have, and by operation of this Order and Final Judgment (the “U.S. Action Judgment”) shall have, released and forever discharged each and every Settled Claim, and is forever barred and enjoined from prosecuting any Settled Claim against any of the Released Parties.

9. Upon the Effective Date, each Defendant Releasor shall be deemed to have, and by operation of this U.S. Action Judgment shall have, released and forever discharged each and every Settled Defendants’ Claim, and is forever barred and enjoined from prosecuting any Settled Defendants’ Claim against any of the Released Plaintiff Parties.

10. Pursuant to the PSLRA, the Released Parties are hereby discharged from all claims for contribution by any person or entity, whether arising under state, provincial, federal or common law, based upon, arising out of, relating to, or in connection with the Settled Claims or the Actions. The Released Parties are also hereby discharged to the full extent provided by the PSLRA from all other claims by any person or entity, however styled, where the injury to the party asserting the claim is that party’s liability to the U.S. Lead Plaintiffs or the Class based upon, arising out of, relating to, or in connection with the Settled Claims or the Actions. Accordingly, to the full extent provided by the PSLRA, the Court hereby bars all the claims referred to in this paragraph (a) against the Released Parties; and (b) by the Released Parties against any person or entity other than any person or entity whose liability to the Class has been extinguished pursuant to the Stipulation and this U.S. Action Judgment.

11. The Court finds that all parties and their counsel have complied with the requirements of the Federal Rule of Civil Procedure 11 as to all proceedings herein.

12. Neither the Stipulation, nor any negotiations or proceedings in connection herewith, nor any orders of the Court relating to it shall constitute or be construed as, or be deemed to be, evidence or an admission or concession on the part of the Defendants of any liability or wrongdoing whatsoever or of the appropriateness of certifying a class other than for settlement purposes, or on the part of U.S. Lead Plaintiffs, the Canadian Representative Plaintiffs, or any of the Class Members of any lack of merit to the Actions or the Additional Canadian Actions. The Stipulation (and all related negotiations, proceedings, and orders of the Court) also shall not be construed as evidence or an admission or concession that the consideration to be given in the Settlement represents the amount that could or would have been recovered after trial. Nor shall the Stipulation or any orders of any Court relating to it be offered or received in evidence for any purpose, except to enforce their terms.

13. Any appeal or any challenge affecting the approval of (a) the Plan of Allocation or (b) the application for an award of attorneys' fees and expenses by U.S. Lead Plaintiffs' Counsel shall in no way disturb or affect the finality of the other provisions of this U.S. Action Judgment or the Effective Date of the Settlement.

14. Without affecting the finality of this U.S. Action Judgment in any way, jurisdiction is hereby retained over the U.S. Defendants, the U.S. Lead Plaintiffs, and the U.S. Class Members for all matters relating to the administration, interpretation, implementation or enforcement of the Stipulation and this U.S. Action Judgment, including any application for fees and expenses incurred in connection with administering and distributing the settlement proceeds to the members of the U.S. Class.

15. In the event that the Settlement does not become Final in accordance with the terms of the Stipulation, or is terminated pursuant to the Stipulation, this U.S. Action Judgment

shall be rendered null and void as provided by and in accordance with the Stipulation and shall be vacated, and, in such event, all orders entered and releases delivered in connection herewith shall be null and void as provided by and in accordance with the Stipulation.

16. Without further order of the Court, the parties may agree to reasonable extensions of time to carry out any of the provisions of the Stipulation.

17. There is no just reason for delay in the entry of this U.S. Action Judgment and immediate entry by the Clerk of the Court is expressly directed.

Dated: \_\_\_\_\_, 2008

---

Honorable Gregory M. Sleet  
UNITED STATES DISTRICT JUDGE