

ONTARIO
SUPERIOR COURT OF JUSTICE
- Commercial List -

B E T W E E N:

Mark Dugal, Aaron Murphy, Doug Smees, John O'Malley, Gaetan Sigouin,
William Jemison, Paul Mitchell, Steven Moffatt, David Thompstone
and John Boote, as Trustees of IRONWORKERS ONTARIO PENSION FUND

Applicant

- and -

RESEARCH IN MOTION LIMITED, JAMES L. BALSILLIE, MIKE LAZARIDIS,
DOUGLAS E. FREGIN, DOUGLAS WRIGHT, JAMES ESTILL,
E. KENDALL CORK, and JOHN RICHARDSON

Respondents

SETTLEMENT AGREEMENT

Made as at October 5, 2007

WHEREAS Mark Dugal, Aaron Murphy, Doug Smees, John O'Malley, Gaetan Sigouin, William Jemison, Paul Mitchell, Steven Moffatt, David Thompstone and John Boote, as Trustees of Ironworkers Ontario Pension Fund (individually and collectively referred to as the "Applicant"), commenced an application in the Ontario Superior Court of Justice – Commercial List (the "Court") bearing Court File Number 07-CL-6844 against Research In Motion Limited ("RIM"), James L. Balsillie ("Balsillie"), Mike Lazaridis ("Lazaridis"), Douglas E. Fregin ("Fregin"), Douglas Wright ("Wright"), James Estill ("Estill"), E. Kendall Cork ("Cork"), and John Richardson ("Richardson") (collectively, the "Respondents"), by Notice of Application dated January 22, 2007, as amended in the Fresh as Amended Notice of Application served on or about April 27, 2007 (the "Application"); and

WHEREAS the Application makes allegations against the Respondents in respect of certain historical stock option granting practices by RIM and the public disclosure thereof; and

WHEREAS in the Application, the Applicant seeks, among other things, leave to commence a derivative action (the "Proposed Derivative Action") in the name of RIM against Balsillie, Lazaridis, Dennis Kavelman ("Kavelman"), Fregin, Wright, Estill, Cork and Richardson (collectively, the "Proposed Derivative Defendants"); and

WHEREAS the Respondents deny the allegations made against them in the Application; and

WHEREAS the Proposed Derivative Defendants deny the allegations made against them in the Proposed Derivative Action; and

WHEREAS the Applicant, the Respondents and the Proposed Derivative Defendants (collectively, the "Parties") wish to settle for all time all issues that were raised or that could have been raised in the Application and the Proposed Derivative Action; and

WHEREAS the members of RIM's Board of Directors (the "Board") and all "C-level" officers agreed in respect of options that were incorrectly priced to return any benefit on previously exercised options and to re-price unexercised options that were incorrectly priced, in both cases to the price that a special committee of the Board has determined should have been used; and

WHEREAS consistent with their prior voluntary offer to assist RIM in defraying costs incurred in connection with the management-initiated voluntary review of RIM's historical stock option granting practices (the "Review"), and to facilitate settlement, Balsillie and Lazaridis have agreed, as part of a settlement of the Application and the Proposed Derivative Action, to pay to RIM an additional \$2.5 million each to defray the costs incurred by RIM as part of the Review; and

WHEREAS the Parties wish to enter into the terms of settlement (the "Settlement") contained in this Settlement Agreement to resolve issues giving rise to the Application and the Proposed Derivative Action; and

WHEREAS the Parties acknowledge that, as it relates to the Application, this Settlement Agreement, to be final, requires Court approval; and

WHEREAS the division of this Settlement Agreement into sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Settlement Agreement;

NOW THEREFORE, in consideration of the mutual covenants herein and for other good and valuable consideration, the Parties agree as follows:

Dismissal of Application

1. The Applicant will seek an order on consent dismissing the Application with prejudice in accordance with paragraph 22.

Corporate Governance Measures

2. In a press release issued on March 5, 2007 (the "March 5th Press Release"), RIM announced that the Board, on the recommendation of the Special Committee of the Board (the "Special Committee"), had taken certain actions (the "Remedial Measures") as a result of the Review.
3. Subject to any contrary obligation imposed by law, and unless RIM has already adopted these measures, RIM agrees to adopt and continue the measures identified in paragraphs 4 to 14 below (collectively, the "Corporate Governance Measures").
4. RIM agrees to retain Towers Perrin to provide expert advice on executive compensation, Board compensation and related governance issues. Towers Perrin will report to the Compensation Committee (the "Compensation Committee") of the Board.
5. Among other things, Towers Perrin will be mandated by RIM to: (a) draft for the Compensation Committee's consideration a new Compensation Committee Charter, which will address, among other things, reporting and risk management in relation to the use of options to purchase RIM shares ("RIM Options"); and (b) render an opinion to the Compensation Committee on whether it would constitute a material improvement to RIM's current corporate governance policies and

practices to (i) assess the effectiveness of the Compensation Committee and its members, and (ii) disclose to the public such assessments and the process by which such assessments are made.

6. In drafting a new Compensation Committee Charter, Towers Perrin shall consult in good faith with York University professor Richard LeBlanc ("LeBlanc"). Nothing in this paragraph shall be deemed to affect the mandate or powers of Towers Perrin as described in paragraphs 4 and 5 above.
7. In addition, LeBlanc shall be entitled to make a presentation to the Compensation Committee about the use of position descriptions for Board members and committee members at a time convenient to LeBlanc and the Compensation Committee prior to the completion of Towers Perrin's mandate as set out herein.
8. Should the Compensation Committee or the Board decide not to adopt, in whole or in part, the new Compensation Committee Charter drafted by Towers Perrin, or should the Compensation Committee or the Board decide not to adopt, in whole or in part, the advice of Towers Perrin with respect to the matters referred to in clause (b) of paragraph 5 above, then promptly following such decision by the Board or Compensation Committee, RIM will disclose to the public the proposed new Compensation Committee Charter or such advice, as the case may be, and shall further disclose in detail the reasons for which the Board or Compensation Committee decided not to adopt such Charter or such advice.
9. Any new Compensation Committee Charter adopted by the Board will be posted on RIM's web site.
10. The Compensation Committee and the Board will not compensate (either in whole or in part) the independent members of the Board with RIM Options.
11. At any meeting of the Board where the compensation of "C-level" officers (currently the co-Chief Executive Officers, the Chief Operating Officers and the Chief Accounting Officer) is determined: (a) the Board shall meet in executive session in the absence of management and in the absence of non-independent

directors; and (b) appropriate minutes will be maintained of matters addressed in the executive session.

12. For so long as it is extant, the Oversight Committee of the Board (the "Oversight Committee") will, in cooperation with the Audit Committee, periodically review and assess the adequacy of internal controls over: (a) the use of corporate property by RIM management; (b) director conflicts of interest, if any; and (c) related party transactions, if any, and the review, approval and reporting thereof. If the Oversight Committee ceases to exist, these responsibilities shall be assumed by the Audit Committee.
13. Unless and until the Lead Director position announced by RIM in the March 5th Release is replaced by a non-executive Chairman, the Lead Director will have, in addition to the responsibilities described in the March 5th Release, final approval over the agenda for Board meetings, which agenda will be prepared jointly by management and the Lead Director. If the Lead Director position is eliminated in favour of a non-executive Chairman, the Lead Director's responsibility shall vest in the Chairman.
14. At any annual or special meeting of shareholders held on or after July 1, 2010, the shareholders may by ordinary resolution modify or terminate any or all of the Corporate Governance Measures, provided, however, that a proposal to terminate any such Measure shall not be initiated, either directly or indirectly, by a member of RIM management.

Review and Restatement Costs

15. As described in the March 5th Release, Balsillie and Lazaridis voluntarily offered to pay to RIM, and RIM accepted, up to \$5 million each (or \$10 million in the aggregate), to defray certain costs (the "Restatement Costs") incurred by RIM in connection with the Review and the related accounting restatement of RIM's historical financial statements that was completed on May 17, 2007 (the

"Restatement"). These payments, aggregating \$10 million, have been made by Balsillie and Lazaridis and received by RIM.

16. In addition to the amounts described in paragraph 15 and in the March 5th Release, upon this Settlement being approved by the Court and the dismissal of the Application in accordance with this Settlement Agreement, Balsillie and Lazaridis will pay to RIM an additional \$2.5 million each (or \$5 million in the aggregate) to defray the Restatement Costs. Balsillie and Lazaridis will each pay \$2.5 million to RIM within thirty (30) days after this Settlement Agreement is approved by the Court and a final order no longer subject to any appeal is made dismissing the Application in accordance with this Settlement Agreement. Promptly following the payment of the aforesaid sums to RIM, RIM will confirm to the Applicant in writing its receipt of such payment.

Payment of Litigation Costs

17. Within 14 days after this Settlement is approved by the Court and an order is made dismissing the Application in accordance with this Settlement Agreement, RIM shall pay to the Applicant \$1,090,000, on account of, and in full satisfaction of, the Applicant's reasonable lawyer's fees and the reasonable disbursements of the Applicant's counsel in connection with the Application (all of which includes GST) .

Release

18. The Applicant shall execute a release in the form attached as Schedule "A".

Press Release and Public Statements

19. Upon execution of this Settlement Agreement, RIM will issue a joint press release of the Parties, at the expense of RIM, in the form attached as Schedule "B".
20. Except as may be required by law (including but not limited to disclosure and reporting requirements under applicable securities laws or other regulatory requirements or in the context of other proceedings (civil or otherwise)), or as

may be necessary to secure Court approval of the Settlement, the Parties shall not make any public statements about the Application, the Proposed Derivative Action, or the settlement thereof, other than the Press Release referred to in paragraph 19.

No Further Proceedings

21. The Applicant agrees that, except as required by law, it will not now or at any time in the future promote, assist, encourage or otherwise facilitate, directly or indirectly, any civil proceeding against the Respondents, the Proposed Derivative Defendants or any person or entity released by the Applicant in the release attached as Schedule "A", including acting as a representative plaintiff, alleging facts that were raised or that could have been raised in the Application or Proposed Derivative Action and that relate to the Review, RIM's stock option granting practices or the public disclosure thereof, or seeking any relief that was sought or that could have been sought in the Application or Proposed Derivative Action.

Court Approval, Notice and Opt-Outs

22. Within 60 days after execution of this Settlement Agreement, the Applicant shall serve and file with the Court a motion (the "Approval Motion") pursuant to: (a) section 249(2) of the *Business Corporations Act* (Ontario) for an order approving this Settlement Agreement and permitting the dismissal of the Application; and (b) Rule 10 of the Ontario *Rules of Civil Procedure* for a representation order binding all interested parties determined by the Court having the same interest as the Applicant in the matters raised in the Application (the "Affected Persons") to the terms of this Settlement Agreement, including the terms of the release set out in Schedule "A".
23. Affected Persons shall have the right to opt out of this Settlement Agreement by mailing or faxing a written request to be excluded from the Settlement Agreement to counsel for the Applicant. Counsel for the Applicant will promptly provide

copies of any such opt-out requests to counsel for RIM. The opt-out period shall begin on the date that the Notice described in paragraph 25 is published and shall expire 35 days after that date (the "Opt-Out Deadline"). Affected Persons who submit to the Applicant's counsel a proper opt-out request by the Opt-Out Deadline shall be excluded from any and all rights and obligations under this Settlement Agreement. The Applicant and its counsel agree that they will not directly or indirectly solicit Affected Persons to opt out of the Settlement Agreement, and they warrant that they have not done so.

24. In support of the Approval Motion, the Parties and their counsel shall file with the Court such materials as they may deem necessary, in their reasonable discretion.
25. RIM will give to the Affected Persons notice of the Approval Motion by causing (a) the short-form notice set out in Schedule "C" to be published, within 15 days of the execution of this Settlement Agreement, in the *Globe and Mail (National Edition)*, the *National Post*, the *Montreal Gazette* and the *Wall Street Journal*; and (b) the French-language notice in the form set out in Schedule "D" to be published, within 15 days of the execution of this Settlement Agreement, in *La Presse*. RIM will fully bear the costs of publishing the foregoing notices.
26. RIM will also give to the Affected Persons notice of the Approval Motion by causing the long-form notice set out in Schedule "E" to be mailed, within 15 days of the execution of this Settlement Agreement, to the last known address of all known Affected Persons, or their nominees. RIM will fully bear the costs of the foregoing notice and mailing.
27. Promptly following the execution hereof and at least until the expiration of the opt-out period referred to in paragraph 23 above, counsel for the Applicant will also post a copy of this Settlement Agreement, and of the long-form notice described in paragraph 26 above, on their websites at www.derivativelitigation@siskinds.ca or www.cavalluzzo.com.

28. If the Court fails to approve this Settlement Agreement in whole or in part, or if the Court approves this Settlement Agreement but the order approving thereof is finally reversed upon appeal, then this Settlement Agreement, and any order pursuant thereto which dismisses the Application with prejudice, shall be null and void; provided, however, that, should the Court decline to approve RIM's payment to the Applicant of the reasonable lawyers' fees and disbursements specified in paragraph 17 above, then the Parties shall be obliged to proceed with all of the other terms of this Settlement Agreement, and this Settlement Agreement shall otherwise remain in full force and effect.
29. If the Court approves this Settlement Agreement, then as soon as practicable after the entry by the Court of an order approving of this Settlement Agreement, the Parties will issue a joint press release, at RIM's expense, in the form attached as Schedule "F".

Agreement Not Evidence

30. The Parties agree that, whether or not this Settlement Agreement is finally approved, this Settlement Agreement and anything contained herein, and any and all negotiations, documents, discussions and proceedings associated with this Settlement Agreement, and any action taken to carry out this Settlement Agreement, shall not be referred to, offered as evidence or received in evidence against any of the Respondents and/or Proposed Derivative Defendants in any pending or future action or proceeding, except in a proceeding to enforce this Settlement Agreement or as otherwise required by law.
31. The Parties expressly reserve all of their rights if this Settlement Agreement is not finally approved by the Court. Further, the Parties agree that, whether or not this Settlement Agreement is finally approved, anything contained herein, and any and all negotiations, documents, discussions and proceedings associated with this Settlement Agreement, and any action taken to carry out this Settlement Agreement, shall not be deemed, construed or interpreted to be a presumption, concession or admission by any of the Respondents and/or the Proposed

Derivative Defendants with respect to the validity or truth of any of the claims or allegations contained in the Application and/or the Proposed Derivative Action or which could have been asserted in the Application and/or the Proposed Derivative Action, or with respect to any liability, negligence, fault or wrongdoing, all of which is denied.

Miscellaneous

32. The Parties shall take such further and other steps and execute such further and other documents as may reasonably be required to give effect to this Settlement Agreement.
33. The attached Schedules form part of this Settlement Agreement.
34. All dollar amounts in this Settlement Agreement are denominated in Canadian dollars.
35. Each of the undersigned represents and warrants that he or she is fully authorized to enter into the terms and conditions of, and to execute, this Settlement Agreement and in the case of the Applicant, that Michael R. Melvin has the power to bind all of the Trustees of the Applicant.
36. This Settlement Agreement constitutes the entire agreement among the Parties, and supersedes all prior and contemporaneous understandings, undertakings, negotiations, representations, promises, agreements, agreements in principle and memoranda of understanding in connection herewith. None of the Parties will be bound by any prior obligations, conditions or representations with respect to the subject matter of this Settlement Agreement, unless expressly incorporated herein. This Settlement Agreement may not be modified or amended except in writing and on consent of all Parties hereto, and any such modification or amendment must be approved by the Court.
37. This Settlement Agreement shall be governed by and interpreted in accordance with the laws of Ontario and the laws of Canada applicable therein.

38. This Settlement Agreement may be executed in counterparts and delivered by fax transmission or by PDF or similar electronic document format.

ENTERED INTO in Ontario as at October 5, 2007 and
EXECUTED in Ontario on the dates shown below.

Name:
(Witness)

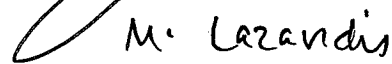
Date:

Date: 4 Oct 2007

MICHAEL R. MELVIN
As Authorized Representative of each of the
Trustees of Ironworkers Ontario Pension
Fund



RESEARCH IN MOTION LIMITED

Per: 

I have authority to bind Research In Motion
Limited

Name:
(Witness)
Date:

JAMES L. BALSILLIE

Name:
(Witness)
Date:
Date:

MIKE LAZARIDIS

Name:
(Witness)
Date:

DOUGLAS E. FREGIN

38. This Settlement Agreement may be executed in counterparts and delivered by fax transmission or by PDF or similar electronic document format.

ENTERED INTO in Ontario as at October 5, 2007 and EXECUTED in Ontario on the dates shown below.

Name:
(Witness)

Date:


Date:

MICHAEL R. MELVIN
As Authorized Representative of each of the
Trustees of Ironworkers Ontario Pension
Fund

RESEARCH IN MOTION LIMITED

Per:


I have authority to bind Research In Motion Limited



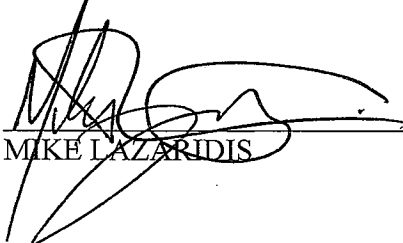
Name: Lisa Garrard
(Witness)
Date: Oct. 3/07



JAMES L. BALSILLIE



Name: Lisa Garrard
(Witness)
Date: Oct. 4/07
Date:



MIKE LAZARIDIS

Name:
(Witness)
Date:

DOUGLAS E. FREGIN

Name:
(Witness)
Date:

L. Garrard

Name: *Lisa Garrard*
(Witness)
Date: *Oct. 4/07*

DOUGLAS WRIGHT

[Signature]

JAMES ESTILL

Name:
(Witness)
Date:

L. Garrard

Name: *Lisa Garrard*
(Witness)
Date: *Oct. 4/07*

E. KENDALL CORK

[Signature]

JOHN RICHARDSON

L. Garrard

Name: *Lisa Garrard*
(Witness)
Date: *Oct. 4/07*

[Signature] *10/4/07.*

DENNIS KAVELMAN



Name: Christina Villarreal
(Witness)
Date: Oct. 3/07

DOUGLAS WRIGHT

Name:
(Witness)
Date:

JAMES ESTILL

Name:
(Witness)
Date:

E. KENDALL CORK

Name:
(Witness)
Date:

JOHN RICHARDSON

Name:
(Witness)
Date:


DENNIS KAVELMAN

Name:
(Witness)
Date:

DOUGLAS WRIGHT

Name:
(Witness)
Date:

JAMES ESTILL



Name: Danielle K Royal
(Witness)
Date: Oct. 3/07



E. KENDALL CORK

Name:
(Witness)
Date:

JOHN RICHARDSON

Name:
(Witness)
Date:

DENNIS KAVELMAN

Schedule "A"
FULL AND FINAL RELEASE

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, the undersigned,

**MARK DUGALL, AARON MURPHY
DOUG SMEES, JOHN O'MALLEY,
GAETAN SIGUOIN, WILLIAM JEMISON,
PAUL MITCHELL, STEVEN MOFFATT,
DAVID THOMPSTONE AND JOHN BOOTE,**
as Trustees of
IRONWORKERS ONTARIO PENSION FUND
for itself, its parent, subsidiaries, affiliates and related companies and all such interested persons pursuant to any representative order made by the Ontario Superior Court of Justice and each of the respective directors, officers, shareholders, beneficiaries, members, employees, servants, agents, and administrators, both present and former, and all of their administrators, successors and assigns and any party or parties who claim a right or interest through them,

(hereinafter individually and collectively referred to as the "Releasers")

HEREBY RELEASE, ACQUIT AND FOREVER DISCHARGE, WITHOUT QUALIFICATION OR LIMITATION:

**JAMES L. BALSILLIE, MIKE LAZARIDIS,
DOUGLAS E. FREGIN, DOUGLAS WRIGHT,
JAMES ESTILL, E. KENDALL CORK,
DENNIS KAVELMAN and
JOHN RICHARDSON,**
as well as each of their employees, servants, agents, heirs, administrators, executors, assigns, successors and on behalf of any party or parties who claim a right or interest through them, and

RESEARCH IN MOTION LIMITED,
as well as its parent, subsidiaries, affiliates and related companies and each of the respective directors, officers, shareholders, employees, servants, agents, and administrators, both present and former, and all of their administrators,

successors and assigns and any party or parties who claim a right or interest through them,

(hereinafter collectively referred to as the "Releasees")

from all manner of actions, causes of action, suits, debts, dues, accounts, bonds, covenants, contract, complaints, claims and demands for damages, monies, losses, indemnity, costs, interest in loss, or injuries howsoever arising which hereto may have been or may hereafter be sustained by the Releasors, or any of them, as a consequence of:

- a) the granting, exercise of, and public disclosures regarding RIM stock options and other executive compensation from January 1996 to the present; and/or
- b) the voluntary, management-initiated internal review by a committee of RIM's Board of Directors of RIM's stock option granting practices; and/or
- c) the filing by certain of the Releasees of a defamation action in the Ontario Superior Court of Justice (Court File No. 06-CL-6799) naming counsel for the Applicant as defendants;

and from any and all actions, causes of action, claims or demands of whatsoever nature, whether in tort or otherwise at common law, or in equity, or by virtue of any statute, or upon or by reason of any damage, loss or injury, in each case arising out of the matters set forth above, and, without limiting the generality of the foregoing, from any and all such claims arising under the United States *Securities Act of 1933* and the United States *Securities Exchange Act of 1934*, or under any other U.S. federal or state statute or common law, or under the law of any foreign jurisdiction, and all matters that were pleaded in, or could have been pleaded, in the application brought by the Releasors against the Releasees in the Ontario Superior Court of Justice (Court File No.: 07-CL-6844) (hereinafter referred to as the "Application") or the putative derivative action proposed therein (the "Proposed Derivative Action").

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, the Releasors declare that the intent of this Full and Final Release is to conclude all issues arising from the matters set forth above and from the Application and/or the Proposed Derivative Action, and it is understood and agreed that this Release is intended to cover, and does cover, not only all known injuries, losses and damages, but also injuries, losses and damages not now known or anticipated but which may later develop or be discovered, including all the effects and consequences thereof (the "Unknown Claims"). For purposes of this Release, Unknown Claims means any claim, action, complaint or proceeding with respect to the matters otherwise covered by this Full and Final Release that the Releasors do not know or suspect to exist in his, her or its favour at the time of the release of the Releasees that, if known by him, her or it, might have affected his, her or its settlement with, and release of, the Releasees. The Releasors hereby expressly waive the provisions, rights and benefits of *California Civil Code* §1542 (to the extent it applies to the Application and/or Proposed Derivative Action), which provides:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if

known by him or her must have materially affected his settlement with the debtor.”

The Releasors expressly waive the rights and benefits conferred by any law of any state or territory of the United States, or principle of common law or foreign law, that is similar, comparable or equivalent in effect to *California Civil Code* §1542. The Releasors may hereafter discover facts in addition to or different from those that any of them now knows or believes to be true with respect to the subject matter of the Full and Final Release, but each Releasor shall have fully, finally and forever settled and released any and all claims, known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, that now exist or heretofore have existed, upon any theory of law or equity now existing or coming into existence in the future including, but not limited to, conduct that is negligent, reckless, intentional, with or without malice, or a breach of any duty, law or rule, without regard to the subsequent discovery or existence of such different or additional facts. The Releasors acknowledge that the foregoing waiver was separately bargained for and a key element of the settlement of which this Release is a part.

AND FOR THE SAID CONSIDERATION it is agreed and understood that the Releasors will not make any claim or take any proceeding against any other person or corporation who might claim, in any manner or forum, contribution or indemnity in common law or in equity, or under the provisions of any statute or regulation, including the Ontario *Negligence Act* and the amendments thereto and/or under any successor legislation thereto, and/or under the Ontario *Rules of Civil Procedure*, from the Releasees discharged by this Full and Final Release, in connection with the matters outlined above and in the Application. IT IS AGREED AND UNDERSTOOD that if the Releasors commence such an action, or take such proceedings, and the Releasees (or any of them) are added to such proceeding in any manner whatsoever, whether justified in law or not, the Releasors will immediately discontinue the proceedings and/or claims, and the Releasors will be jointly and severally liable to the Releasees for the legal costs incurred in any such proceeding, on a full indemnity scale. This Full and Final Release shall operate conclusively as an estoppel in the event of any claim, action, complaint or proceeding which might be brought in the future by the Releasors with respect to the matters covered by this Full and Final Release. This Full and Final Release may be pleaded in the event any such claim, action, suit, complaint or proceeding is brought, as a complete defence and reply, and may be relied upon in any proceeding to dismiss the claim, action, complaint or proceeding on a summary basis and no objection will be raised by the Releasors in any subsequent action that the other parties in the subsequent action were not privy to formation of this Release.

AND THE RELEASORS HEREBY CONFIRM that they have authorized and instructed their solicitors to settle the Application and the Proposed Derivative Action on the terms outlined herein, and to consent to the dismissal of the Application, with prejudice.

AND FOR THE SAID CONSIDERATION the Releasors hereby represent and warrant that they have not assigned to any person, firm, or corporation any of the actions, causes of action, claims, debts, suits or demands of any nature or kind which they have released by this Full and Final Release.


IT IS FURTHER AGREED AND UNDERSTOOD that the Releasees do not, by the payment set out in this Release or otherwise, admit any liability or obligation of any kind whatsoever to the Releasor, and such liability or obligation is specifically denied.

AND IT IS HEREBY DECLARED that the terms of the Settlement Agreement pursuant to which this Release is given are fully understood, that the consideration stated herein is the sole consideration for this Release and is accepted voluntarily for the purpose of making full and final compromise in settlement of all claims and proceedings against the Releasees, now or hereafter brought, for damages, loss or injury resulting from the matters set forth above or from the Application and/or the Proposed Derivative Action or from the matters alleged in the Application and/or the Proposed Derivative Action.

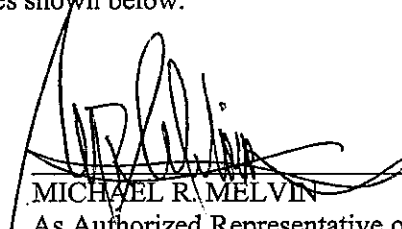
WE HEREBY DIRECT our solicitors, SISKINDS LLP and CAVALLUZZO HAYES SHILTON MCINTYRE & CORNISH LLP, to consent to an Order dismissing the Application, with prejudice and without costs.

IN WITNESS WHEREOF the undersigned have executed this Full and Final Release by their hands and seals this 5th day of October, 2007.

EXECUTED in Ontario on the dates shown below.



Name:
(Witness)



MICHAEL R. MELVIN
As Authorized Representative of each of the
Trustees of Ironworkers Ontario Pension
Fund

Date: *October 5, 2007*

CERTIFICATE OF SOLICITOR

I, Michael Wright, Barrister and Solicitor, of the City of Toronto, in the Municipality of Metropolitan Toronto, acknowledge that I explained the significance of this Full and Final Release, made as at October 5, 2007, to Mark Dugal, Aaron Murphy, Doug Smees, John O'Malley, Gaetan Siguoin, William Jemison, Paul Mitchell, Steven Moffatt, David Thompstone and John Boote, as Trustees of Ironworkers Ontario Pension Fund and, in my judgment, I do verily believe that they understood the significance of the Full and Final Release and were under no incapacity of any nature when it was explained to them and executed by their Authorized Representative.



MICHAEL WRIGHT

October 5, 2007

SCHEDULE "B"

October 5, 2007

RIM ANNOUNCES DEFINITIVE SETTLEMENT TO END DERIVATIVE LITIGATION

Waterloo, Ontario – Research In Motion ("RIM") (Nasdaq: RIMM; TSX: RIM) and the Trustees of Ironworkers Ontario Pension Fund ("Ironworkers") today announced that they have entered into a definitive settlement agreement to resolve the previously disclosed application commenced by the Ironworkers with respect to RIM's historical option granting practices.

Pursuant to the settlement, RIM has agreed to adopt additional corporate governance measures to supplement the measures announced by RIM on March 5, 2007. These additional measures are intended to further enhance the performance of RIM's Compensation Committee and compensation procedures and RIM's corporate governance generally. They include a commitment to exclude independent directors from the receipt of stock options, the preparation of a Compensation Committee Charter by an independent corporate governance expert for the Compensation Committee's consideration, and certain refinements to the rules governing Board and Committee meetings relating to executive compensation.

In addition, consistent with their earlier voluntary agreement, as described in RIM's March 5, 2007 press release, to contribute up to \$5 million each to defray the costs incurred by RIM in connection with the management-initiated voluntary review of RIM's historical stock option granting practices, RIM's co-CEO's, Jim Balsillie and Mike Lazaridis, have agreed as part of the settlement to pay RIM a further \$2.5 million each to defray the costs incurred by RIM.

Under the settlement, each of the respondents to the application and each of the defendants in the proposed derivative action denied the allegations made against them by the Ironworkers. The Ironworkers also have acknowledged the extraordinary success and shareholder value achieved by RIM during the period covered by the allegations made by Ironworkers in its application, and that the additional corporate governance measures and the measures agreed to be adopted by RIM as announced by RIM on March 5, 2007 sufficiently and appropriately address Ironworkers' stated concerns regarding RIM's compensation practices.

The settlement is subject to approval by the Ontario Superior Court of Justice. A settlement approval hearing has been scheduled to be heard on November 5, 2007.

About Research In Motion (RIM)

Research In Motion is a leading designer, manufacturer and marketer of innovative wireless solutions for the worldwide mobile communications market. Through the development of integrated hardware, software and services that support multiple wireless network standards, RIM provides platforms and solutions for seamless access to time sensitive information including email, phone, SMS messaging, Internet and intranet-based applications. RIM technology also enables a broad array of third party developers and manufacturers to enhance

their products and services with wireless connectivity to data. RIM's portfolio of award-winning products, services and embedded technologies are used by thousands of organizations around the world and include the BlackBerry® wireless platform, the RIM Wireless Handheld™ product line, software development tools, radio-modems and software/hardware licensing agreements. Founded in 1984 and based in Waterloo, Ontario, RIM operates offices in North America, Europe and Asia Pacific. RIM is listed on the Nasdaq Stock Market (Nasdaq: RIMM) and the Toronto Stock Exchange (TSX: RIM). For more information, visit www.rim.com or www.blackberry.com.

Investor Contact:
RIM Investor Relations
(519) 888-7465
investor_relations@rim.com

[Safe harbor language, if any.]

The BlackBerry and RIM families of related marks, images and symbols are the exclusive properties and trademarks of Research In Motion Limited. RIM, Research In Motion and BlackBerry are registered with the U.S. Patent and Trademark Office and may be pending or registered in other countries. All other brands, product names, company names, trademarks and service marks are the properties of their respective owners.

SCHEDULE "C" – SHORT-FORM NOTICE (ENGLISH)

**RESEARCH IN MOTION LIMITED DERIVATIVE LITIGATION
NOTICE OF SETTLEMENT APPROVAL HEARING**

PLEASE READ THIS NOTICE CAREFULLY. IF YOU ARE OR WERE A RIM SHAREHOLDER, YOUR RIGHTS MAY BE AFFECTED BY THIS LITIGATION

TO: All current shareholders of Research In Motion Limited ("RIM") and all persons and entities who previously owned RIM common shares at any time between January 1, 1996 and the present ("Affected Persons").

You are a member of a settlement class in the derivative litigation described below.

I. THE LITIGATION

In January 2007, an application (Court File No. 07-CL-6844) (the "Application") was commenced by a RIM shareholder (the "Applicant") in the Ontario Superior Court of Justice (the "Court"). In the Application, the Applicant sought leave of the Court to assert claims on behalf of RIM against certain of its officers and directors, principally in connection with the granting, exercise of, and public disclosures regarding, RIM stock options ("RIM Options"). The Applicant also alleged that, in connection with the voluntary, management-initiated internal review by a committee of RIM's Board of Directors of RIM's stock option granting practices, RIM and certain of its directors and officers acted in a manner that was oppressive to RIM shareholders. A copy of the Fresh as Amended Notice of Application can be found on the websites of counsel for Applicant at www.derivativelitigation@siskinds.ca or www.cavalluzzo.com.

This notice advises you that a settlement agreement (the "Settlement Agreement") has been entered into by the parties to the Application and the defendants in the proposed derivative action, and that a hearing will be held by the Court in Toronto, Canada to consider the merits of the settlement and the reasonableness of the fee request of the Applicant's counsel. This notice also informs you of your rights as an Affected Person under the Settlement Agreement.

II. THE TERMS OF THE SETTLEMENT AGREEMENT

In exchange for a full release (the "Release") (the details of which are set out in the Settlement Agreement that can be found on the websites of counsel for Applicant at www.derivativelitigation@siskinds.ca or www.cavalluzzo.com) of the claims against RIM, the directors and officers named as respondents in the Application and Dennis Kavelman (collectively, the "Respondents"), the Respondents have agreed that:

1. RIM will adopt and continue a series of corporate governance measures that further the measures already taken and announced by RIM in a press release issued on March 5, 2007 (the

"March 5 Press Release"), which can be viewed over the internet at http://www.rim.com/news/press/2007/pr-05_03_2007-01.shtml. The new measures include, but are not limited to, the following:

- * RIM will retain an executive compensation consultant, Towers Perrin, to provide expert advice on executive compensation, board compensation and corporate governance issues, which advice will include drafting a new Compensation Committee Charter for the consideration of RIM's Compensation Committee;
- * RIM will not compensate the independent members of RIM's Board with RIM Options;
- * at any meeting of the Board where the compensation of "C-level" officers is determined, the Board shall meet in executive session without management and non-independent directors, and appropriate minutes of that executive session will be maintained;
- * the Oversight Committee of the Board will periodically review and assess the adequacy of internal controls over the use of corporate property, director conflicts of interest, and related party transactions; and
- * the Lead Director of the Board will have final approval over the agenda for Board meetings.

2. As a continuing act of corporate leadership and to facilitate settlement, the co-CEOs of RIM, Jim Balsillie ("Balsillie") and Mike Lazaridis ("Lazaridis"), have agreed as part of the settlement to contribute an additional CAN\$5 million (CAN\$2.5 million each) to defray the costs incurred by RIM as part of its internal review. This is in addition to the aggregate of CAN\$10 million that Balsillie and Lazaridis have paid to RIM, as previously announced in the March 5 Press Release.

In addition, RIM has agreed to pay the legal fees and disbursements of the Applicant's counsel, in the amount of CAN\$1.09 million (inclusive of disbursements and taxes).

The Settlement Agreement does not contain any admission of liability, and each of the Respondents deny any wrongdoing or acts resulting in any liability.

Implementation of the Settlement Agreement will not result in the payment of any monetary compensation to the Applicant or any past or present RIM shareholder.

III. MOTIONS TO APPROVE THE SETTLEMENT AGREEMENT AND THE FEE REQUEST OF THE APPLICANT'S COUNSEL

Motions to approve the terms of the Settlement Agreement and the fee request of the Applicant's counsel will be heard at the Courthouse at 330 University Ave., Toronto, Ontario on November 5, 2007 at 10:00 a.m. Affected Persons who do not oppose the terms of the Settlement Agreement need not appear at the hearing or take any other action at this time.

Affected Persons are entitled to appear and make submissions at the hearing with respect to the Settlement Agreement and/or the fee request of the Applicant's counsel. If you wish to comment on or make an objection to the Settlement Agreement or the fee request, a written submission

must be mailed or faxed by October 31, 2007 to counsel for the Applicant, at the address or facsimile number stated below. The Applicant's counsel will forward all such submissions to the Court. If you do not send a written submission by October 31, 2007, you will not be entitled to participate, through oral submissions or otherwise, in the settlement approval hearing.

If the Court approves the Settlement Agreement, it is expected to issue an order under Rule 10 of the Ontario *Rules of Civil Procedure* and section 249 of the Ontario *Business Corporations Act* that will bind all Affected Persons to the Settlement Agreement, including the Release.

IV. OPTING OUT OF THE SETTLEMENT AGREEMENT

Under the Settlement Agreement, Affected Persons have the right to opt out of the Settlement Agreement by sending a written request to be excluded from the Settlement Agreement to counsel for the Applicant. The written request must be sent by first class mail or faxed to the address or fax number below. The written request must: (1) be signed by the Affected Person; (2) state that the Affected Person 'requests exclusion from the settlement in the *RIM Derivative Litigation*'; (3) include the full legal name of the Affected Person and the Affected Person's current address and telephone number; and (4) state the date(s) and number(s) of shares of all of the Affected Person's purchases and sales of RIM common shares. The time for sending an opt-out request will expire on November 19, 2007. Any opt-out request postmarked or faxed later than November 19, 2007 will not be valid. Affected Persons who timely send to the Applicant's counsel a proper opt-out request shall be excluded from any and all rights and obligations under this Settlement Agreement.

V. FURTHER INFORMATION

The law firms of Siskinds LLP and Cavalluzzo Hayes Shilton McIntyre & Cornish LLP represent the Applicant. The Applicant's counsel can be contacted toll-free at 1-800-461-6166 ext. 2380, or by e-mail at ironworkers.information@siskinds.com or by mail at 680 Waterloo Street, London, Ontario, N6A 3V8 Attention: Dimitri Lascaris, or by facsimile at (519) 660-7845.

If you have questions regarding the Settlement Agreement, please call the Applicant's counsel. This notice contains only a summary of the Settlement Agreement, and Affected Persons are encouraged to review the entire Settlement Agreement. A copy of the Settlement Agreement can be viewed over the internet at www.derivativelitigation@siskinds.ca or www.cavalluzzo.com. If you cannot view the Settlement Agreement over the internet, you can obtain a hard copy of the Settlement Agreement by requesting one from the Applicant's counsel at 1-800-461-6166, ext. 2380.

INQUIRIES SHOULD NOT BE DIRECTED TO THE COURT.

VI. INTERPRETATION

If there is a conflict between the provisions of this notice and the Settlement Agreement, the terms of the Settlement Agreement shall prevail.

SCHEDULE "D" – SHORT-FORM NOTICE (FRENCH)

ANNEXE « D » – AVIS SOMMAIRE

ACTION DÉRIVÉE IMPLIQUANT RESEARCH IN MOTION LIMITED AVIS D'UNE AUDITION AFIN DE FAIRE APPROUVER UNE TRANSACTION

VEUILLEZ LIRE ATTENTIVEMENT LE PRÉSENT AVIS. SI VOUS ÊTES OU AVEZ ÉTÉ UN(E) ACTIONNAIRE DE RIM, VOS DROITS POURRAIENT ÊTRE AFFECTÉS PAR LA PRÉSENTE PROCÉDURE.

Á: Toute personne, peu importe le lieu de sa résidence, qui est ou a été propriétaire réelle d'actions ordinaires de Research In Motion Limited (« RIM ») entre janvier 1996 et ce jour (les « Personnes affectées »).

Vous êtes membre du groupe de règlement dans l'Action dérivée décrite ci-dessous.

I. LE LITIGE

En janvier 2007, une requête (Dossier de Cour no.: 07-CL-6844) (la « Requête ») a été déposée par un actionnaire de RIM (le « Requéant ») devant la Cour Supérieure de justice de l'Ontario (la « Cour »). Dans la Requête, le Requéant a demandé d'être autorisé à poursuivre des revendications formulées en faveur de RIM contre certains dirigeants et administrateurs, principalement dans le cadre de l'émission, de l'exercice et des divulgations publiques à l'égard des options d'achat des actions ordinaires de RIM (les « Options »). Le Requéant a allégué aussi que, dans le cadre de la révision interne des pratiques de RIM applicables aux Options (la « Révision »), RIM et certains de ses dirigeants et administrateurs ont agi d'une façon oppressive aux actionnaires de RIM. Une copie de la Requête (Fresh as Amended Notice of Application) est disponible sur les sites web des avocats du Requéant à www.derivativelitigation@siskinds.ca ou www.cavalluzzo.com.

Cet avis vous informe qu'une entente de règlement (la « Transaction ») a été signée par les parties à la Requête et par les défendeurs proposés à l'action dérivée, et qu'une audience sera tenue devant la Cour à Toronto, Canada pour considérer le mérite du règlement et les honoraires réclamés par les avocats du Requéant. Cet avis vous renseigne aussi sur vos droits en tant qu'une Personne affectée.

II. NATURE DU RÈGLEMENT

En échange d'une quittance complète (la « Quittance ») (dont les détails se trouvent dans la Transaction qui est disponible sur les sites web des avocats du Requéant à www.derivativelitigation@siskinds.ca ou www.cavalluzzo.com) à l'égard des revendications formulées contre RIM, les dirigeants et administrateurs qui sont des intimés dans la Requête, et Dennis Kavelman (collectivement, les « Intimés »), les Intimés ont convenu que:

1. RIM adoptera et continuera une série de mesures de gouvernance corporative qui feront suite aux mesures déjà été prises et annoncées par RIM dans un communiqué diffusé le 5 mars 2007 (le « Communiqué du 5 mars »), lequel peut être consulté sur Internet à http://www.rim.com/news/press/2007/pr-05_03_2007-01.shtml, y compris, notamment, les nouvelles mesures suivantes:

- * RIM engagera Towers Perrin, un consultant en rémunération des cadres supérieurs, pour fournir des services d'expert-conseil en matière de gouvernance corporative, de rémunération des cadres supérieurs, et de rémunération des membres du conseil; lesdits services d'expert-conseil comprendront, notamment, la rédaction d'une nouvelle charte pour le comité de rémunération, laquelle sera soumise au comité de rémunération de RIM;
- * RIM ne versera aucune rémunération, sous forme d'Options de RIM, aux administrateurs indépendants du conseil d'administration de RIM;
- * lors de toute réunion du conseil d'administration au cours de laquelle la rémunération des dirigeants de « niveau C » doit être établie, la réunion du conseil se déroulera à huis clos, sans les dirigeants et les administrateurs non indépendants, et un procès-verbal approprié de telle réunion à huis clos sera conservé;
- * le comité de surveillance du conseil d'administration révisera et évaluera, de manière périodique, la suffisance des contrôles internes relatifs à l'utilisation des biens de la société, aux conflits d'intérêts des administrateurs, et aux transactions entre personnes liées; et
- * l'ordre du jour des réunions du conseil d'administration sera soumis à l'approbation finale de l'administrateur principal du conseil d'administration.

2. Pour continuer à faire preuve de leadership corporatif et afin de faciliter un règlement, les co-chefs de la direction de RIM, Jim Balsillie (« Balsillie ») et Mike Lazaridis (« Lazaridis »), ont convenu de contribuer un montant additionnel de 5 millions \$CAN (2,5 millions \$CAN chacun) pour acquitter les frais encourus par RIM dans le cadre de la Révision. Cette somme s'ajoute au montant total de 10 millions \$CAN déjà versé à RIM par Balsillie et Lazaridis, tel qu'annoncé dans le Communiqué du 5 mars.

De plus, RIM a convenu d'acquitter une somme de 1,09 million (laquelle inclut les frais et les taxes) pour couvrir les honoraires et déboursés des avocats du Requérant.

La Transaction n'inclut aucune reconnaissance de faute, et chacun des Intimés nie expressément tout agissement fautif ou toute responsabilité.

La mise en vigueur de la Transaction ne resultera en aucun paiement aux actionnaires actuels de RIM ou à ses anciens actionnaires.

III. L'AUDITION AFIN DE FAIRE APPROUVER LA TRANSACTION ET LES HONORAIRES RÉCLAMÉS PAR LES AVOCATS DU REQUÉRANT

Une audience afin de faire approuver la Transaction et les honoraires réclamés par les avocats du Requérant sera tenue devant la Cour, au 330 Avenue University, Toronto, Ontario le 5 novembre 2007, à 10 h. Les Personnes affectées que ne s'opposent pas aux termes de la Transaction ne sont obligées ni de se présenter à l'audience ni de faire quelque autre mesure à ce temps.

Les Personnes affectées ont le droit de se présenter à l'audience et de faire des représentations verbales en rapport avec la Transaction et/ou les honoraires réclamés par les avocats du Requérant. Si vous désirez faire un commentaire ou formuler une objection en rapport avec la Transaction ou les honoraires réclamés par les avocats du Requérant, vous devez transmettre, par courrier ou télécopieur, au plus tard le 31 octobre 2007, vos représentations écrites aux avocats du Requérant, à l'adresse ou au numéro de télécopieur indiqués ci-dessous. Les avocats du Requérant transmettront à la Cour toutes les représentations ainsi reçues. À moins que vous ne transmettiez des représentations écrites, au plus tard le 31 octobre 2007, vous n'aurez pas le droit de participer à l'Audition aux fins d'approbation, au moyen de représentations verbales ou autrement.

Si la Transaction est approuvée par la Cour, il est attendu que la Cour émise une ordonnance de représentation en vertu de la Règle 10 des *Règles de procédure civile* de l'Ontario et de l'article 249 de la *Loi sur les sociétés par actions* de l'Ontario, et qu'en vertu de ladite ordonnance de représentation, les Personnes affectées soient liées par les conditions stipulées dans la Transaction, incluant la Quittance.

IV. DROIT DE RETRAIT

Selon les termes de la Transaction, les Personnes affectées ont le droit de s'exclure du règlement en transmettant une demande d'exclusion aux avocats du Requérant. La demande d'exclusion doit être transmise par courrier de première classe ou télécopieur à l'adresse ou au numéro de télécopieur indiqués ci-dessous. La demande d'exclusion doit: (1) être signée par la Personne affectée; (2) déclarer que la Personne affectée demande une « exclusion du règlement intervenu dans l'action dérivée impliquant RIM »; (3) inclure le nom légal de la Personne affectée et son adresse et son numéro de téléphone; et (4) fournir les dates auxquelles la Personne affectée a acheté ou vendu des actions de RIM, aussi que le nombre d'actions de RIM achetées ou vendues par la Personne affectée à chacune de ces dates. La demande doit être transmise au plus tard le 19 novembre 2007. Toute demande timbrée ou faxée après cette date sera invalide. Les Personnes affectées qui désirent s'exclure de la Transaction, qui transmettent leur demande à ou avant ladite date, et dont les demandes satisfont lesdits critères, seront exclues de tout droit et de toute obligation créés par la Transaction.

V. RENSEIGNEMENTS SUPPLÉMENTAIRES

Les études Siskinds LLP et Cavalluzzo Hayes Shilton McIntyre & Cornish LLP sont les avocats du Requérant. Elles peuvent être rejointes par téléphone, en composant, sans frais, le 1 800 461-6166, poste 2380, par courrier électronique à: ironworkers.information@siskinds.com, par la

poste à 680, rue Waterloo, London, Ontario, Canada N6A 3V8, à l'attention de: Dimitri Lascaris, ou par télécopieur au (519) 660-7845.

Si vous avez des questions sur la Transaction, veuillez contacter les avocats du Requérant. Cet avis n'est qu'un sommaire des termes de la Transaction, et les Personnes affectées sont encouragées d'examiner la Transaction entière. Une copie de la Transaction est disponible aux sites web de www.derivativelitigation@siskinds.ca ou www.cavalluzzo.com. Si vous ne pouvez pas accéder à l'internet, vous pouvez obtenir une copie de la Transaction en appelant une des études qui représentent le Requérant, au 1 800 461-6166, poste 2380.

VOUS NE DEVRIEZ PAS ADRESSER VOS REQUÊTES À LA COUR.

VI. INTERPRÉTATION

Advenant tout conflit entre les dispositions du présent avis et les dispositions de la Transaction, les dispositions de la Transaction auront préséance.

SCHEDULE "E" – LONG FORM NOTICE

**RESEARCH IN MOTION LIMITED DERIVATIVE LITIGATION
NOTICE OF SETTLEMENT APPROVAL HEARING**

PLEASE READ THIS NOTICE CAREFULLY. IF YOU ARE OR WERE A RIM SHAREHOLDER, YOUR RIGHTS MAY BE AFFECTED BY THIS LITIGATION

This is not a solicitation from a lawyer.

The settlement agreement described in this notice is subject to court approval.

La version française de ce document suit.

AFFECTED PERSONS:	All persons, wherever they may reside, who beneficially own or who have beneficially owned common shares of Research In Motion Limited ("RIM") between January 1996 and the present ("Affected Persons").
1. PURPOSE OF THIS NOTICE:	<p>Please be advised that the Ontario Superior Court of Justice (Commercial List) (the "Court") will be asked to approve a settlement agreement (the "Settlement Agreement") resolving legal proceedings commenced by a shareholder of RIM, Ironworkers Ontario Pension Fund (the "Applicant"), against RIM and certain of its officers and directors.</p> <p>In addition to an order approving the Settlement Agreement, the parties to the litigation will be seeking a representation order pursuant to Rule 10 of the Ontario <i>Rules of Civil Procedure</i> ("Rule 10"). The representation order will bind all Affected Persons to the terms of the Settlement Agreement, including a release of all claims that Affected Persons may have with respect to the matters at issue in the litigation (described in greater detail below).</p> <p>This notice provides Affected Persons with information about: (a) the nature of the claims advanced by the Applicant; (b) the hearing of the Applicant's motion to approve the Settlement Agreement; (c) how Affected Persons can participate in that hearing; and (d) how Affected Persons wishing to opt out of the Settlement Agreement can do so.</p>
2. NATURE OF THE CASE	On January 22, 2007, the Applicant commenced an application (Court File No.: 07-CL-6844) in the Court (the "Application") naming as respondents RIM and the following officers and directors of RIM: James L. Balsillie ("Balsillie"), Mike Lazaridis ("Lazaridis"), Douglas E. Fregin ("Fregin"), Douglas Wright ("Wright"), James Estill ("Estill"), E. Kendall Cork ("Cork") and John Richardson

	<p>("Richardson") (collectively the "Respondents"). In the Application, the Applicant sought two forms of relief: (1) under s. 248 of the Ontario <i>Business Corporations Act</i> ("<i>OBCA</i>"), an oppression remedy relating to the manner in which RIM's voluntary, management-initiated internal review of its stock option practices ("Review") was being conducted; and (2) under s. 246 of the <i>OBCA</i>, leave to commence a derivative action (the "Proposed Derivative Action"), in the name and on behalf of RIM, against Balsillie, Lazaridis, Fregin, Wright, Estill, Cork, Richardson and Dennis Kavelman, an officer of RIM (collectively, the "Proposed Derivative Defendants"). In the Proposed Derivative Action, the Applicant made various allegations relating to the administration of RIM's stock option plan.</p> <p>The Fresh as Amended Notice of Application filed with the Court by the Applicant sets forth in detail the Applicant's allegations against the Respondents and the Proposed Derivative Defendants. A copy of the Fresh as Amended Notice of Application can be found on the websites of counsel for the Applicant at www.derivativelitigation@siskinds.ca or www.cavalluzzo.com.</p> <p>The Application was not commenced as a class action, and the remedies sought by the Applicant were sought for the benefit of RIM. However, under the Settlement Agreement, the parties to the Application will seek an order under Rule 10 appointing the Applicant as representative of the Affected Persons and binding the Affected Persons to the terms of the Settlement Agreement.</p>
3. NATURE OF THE SETTLEMENT	<p>The Respondents and the Proposed Derivative Defendants expressly deny any wrongdoing or liability, but have agreed, in exchange for a full release of the claims against them (the "Release"), that:</p> <ol style="list-style-type: none">1. RIM will adopt and continue a series of corporate governance measures that further the measures already taken and announced by RIM in a press release issued on March 5, 2007 (the "March 5 Press Release"), which can be viewed over the internet at http://www.rim.com/news/press/2007/pr-05_03_2007-01.shtml. The new corporate governance measures include, but are not limited to, the following:<ul style="list-style-type: none">* RIM will retain an executive compensation consultant, Towers Perrin, to provide expert advice on executive compensation, board compensation and corporate governance issues. The mandate of Towers Perrin will include the drafting of a new Compensation Committee Charter for the consideration of RIM's Compensation Committee. The new Charter will address, among other things, reporting and risk management in relation to the use of options to purchase RIM shares ("RIM

	<p>Options”). Towers Perrin will also render an opinion to RIM's Compensation Committee on whether it would constitute a material improvement to RIM's current corporate governance policies and practices to (i) assess the effectiveness of the Compensation Committee and its members, and (ii) disclose to the public such assessments and the process by which such assessments are made.</p> <ul style="list-style-type: none"> * RIM will not compensate the independent members of RIM's Board with RIM Options; * at any meeting of the Board where the compensation of "C-level" officers is determined, the Board shall meet in executive session without management and non-independent directors, and appropriate minutes of that executive session will be maintained; * the Oversight Committee of the Board will periodically review and assess the adequacy of internal controls over the use of corporate property, director conflicts of interest, and related party transactions; and * the Lead Director of the Board will have final approval over the agenda for Board meetings. <p>2. As a continuing act of corporate leadership and to facilitate settlement, the co-CEOs of RIM, Jim Balsillie ("Balsillie") and Mike Lazaridis ("Lazaridis"), have agreed as part of the settlement to contribute an additional CAN\$5 million (CAN\$2.5 million each) to defray the costs incurred by RIM as part of its internal review. This is in addition to the aggregate of CAN\$10 million that Balsillie and Lazaridis have paid to RIM, as previously announced in the March 5 Press Release.</p>
<p>4. LEGAL FEES</p>	<p>Under the Settlement Agreement, RIM has agreed to pay the legal fees and disbursements of the Applicant's counsel, in the amount of CAN\$1.09 million (inclusive of disbursements and taxes).</p>
<p>5. TERMS OF THE RELEASE</p>	<p>Under the Settlement Agreement, the Applicant and all Affected Persons who have not otherwise validly opted out will release RIM, the Respondents, and the Proposed Derivative Defendants (collectively, the "Releasees") from all manner of actions, causes of action, suits, debts, dues, accounts, bonds, covenants, contract, complaints, claims and demands for damages, monies, losses, indemnity, costs, interest in loss, or injuries howsoever arising which hereto may have been or may hereafter be sustained by the Applicant (and if the representation order is granted, all Affected Persons), or</p>

	<p>any of them, as a consequence of: (a) the granting, exercise of, and public disclosures regarding RIM stock options and other executive compensation from January 1996 to the present; and/or (b) the voluntary, management-initiated internal review by a committee of RIM's Board of Directors of RIM's stock option granting practices; and/or (c) the filing by certain of the Releasees of a defamation action in the Ontario Superior Court of Justice (Court File No. 06-CL-6799) naming counsel for the Applicant as defendants; and from any and all actions, causes of action, claims or demands of whatsoever nature, known or unknown, whether in tort or otherwise at common law, or in equity, or by virtue of any statute, or upon or by reason of any damage, loss or injury, in each case arising out of the matters set forth above, including U.S. securities laws.</p>
6. DETAILS OF THE SETTLEMENT APPROVAL HEARING	<p>A settlement approval hearing (the "Approval Hearing") will be held by the Court at 330 University Avenue, Toronto, Ontario, Canada, on November 5, 2007 at 10:00 a.m. As an Affected Person, you are entitled to:</p> <ul style="list-style-type: none">(a) attend at the Approval Hearing;(b) make oral submissions at the Approval Hearing with respect to the Settlement Agreement and/or the fee request of the Applicant's counsel; and(c) make written submissions to the judge presiding at the Approval Hearing with respect to the Settlement Agreement or the fee request of the Applicant's counsel. <p>Affected Persons wishing to make only written submissions are not obliged to attend the Approval Hearing, either in person or through their lawyer. However, in order to make oral submissions at the Approval Hearing, Affected Persons must make written submissions prior to the Approval Hearing. If you are an Affected Person and you wish to comment on or make an objection to the Settlement Agreement or the fee request of the Applicant's counsel, you must send your written submission by first class mail or by facsimile by October 31, 2007 to counsel for the Applicant. The Applicant's counsel will forward all such submissions to the Court. If you do not send a written submission by October 31, 2007, you will not be entitled to participate, through oral submissions or otherwise, in the Approval Hearing. The contact information for the Applicant's counsel is stated below.</p>
7. OPTING OUT	<p>If the Settlement Agreement is approved by the Court, all Affected Persons will be bound by its terms, unless they exclude themselves from the Settlement Agreement ("Opt Out").</p> <p>If you wish to Opt Out, you must send a signed letter to counsel for the Applicant by first class mail or fax. In the letter, you must state</p>

	<p>that you "request exclusion from the settlement in the <i>RIM Derivative Litigation</i>". Your letter must be signed, and must include your name, address, telephone number and the date(s) and number(s) of shares of all of your purchases and sales of RIM common shares. You must mail or fax your Opt Out request to the Applicant's counsel no later than November 19, 2007. Counsel for the Applicant will provide a copy of all opt-out requests to counsel for RIM and will file all such requests with the Court prior to the Approval Hearing.</p>
8. IMPORTANT DATES:	<p>Nov. 5, 2007 – Approval Hearing</p> <p>Nov. 19, 2007 – Opt Out Deadline</p>
9. APPLICANT'S COUNSEL:	<p>A. Dimitri Lascaris of the law firm of Siskinds LLP and Michael Wright of Cavalluzzo Hayes Shilton McIntyre & Cornish LLP are counsel to the Applicant. They can be reached by telephone, toll free, at 1-800-461-6166, Ext. 2380, by e-mail at ironworkers.information@siskinds.com, by facsimile at (519) 660-7845, or by mail at Siskinds LLP, 680 Waterloo Street, London, ON Canada N6A 3V8, Attention: Dimitri Lascaris.</p>
10. INTERPRETATION:	<p>If there is a conflict between the provisions of this Notice and the Settlement Agreement, the terms of the Settlement Agreement will prevail.</p>

ACTION DÉRIVÉE IMPLIQUANT RESEARCH IN MOTION LIMITED
AVIS D'UNE AUDITION AFIN DE FAIRE APPROUVER UNE TRANSACTION

VEUILLEZ LIRE ATTENTIVEMENT LE PRÉSENT AVIS. SI VOUS ÊTES OU AVEZ ÉTÉ UN(E) ACTIONNAIRE DE RIM, VOS DROITS POURRAIENT ÊTRE AFFECTÉS PAR LA PRÉSENTE PROCÉDURE.

Ce document n'est pas une sollicitation pour vous offrir les services d'un avocat.

La transaction décrite dans le présent avis est sujette à l'approbation de la Cour.

PERSONNES AFFECTÉES :	Toute personne, peu importe le lieu de sa résidence, qui est ou a été propriétaire réelle d'actions ordinaires de Research In Motion Limited (« RIM ») entre janvier 1996 et ce jour (les « Personnes affectées »).
1. OBJET DU PRÉSENT AVIS :	<p>Veuillez prendre avis qu'il sera demandé à la Cour Supérieure de justice de l'Ontario (Rôle Commercial) (la « Cour ») d'approuver une entente de règlement (la « Transaction »), ayant pour effet de régler les procédures judiciaires intentées contre RIM et certains de ses dirigeants et administrateurs par Ironworkers Ontario Pension Fund (le « Requéran »), un actionnaire de RIM.</p> <p>Les parties au litige demanderont, en sus de l'émission d'une ordonnance approuvant la Transaction, qu'une ordonnance de représentation en vertu de la Règle 10 des <i>Règles de procédure civile</i> de l'Ontario (la « Règle 10 ») soit émise. En vertu de l'ordonnance de représentation, les Personnes affectées seront liées par les conditions stipulées dans la Transaction, incluant une quittance pour toute réclamation que les Personnes affectées pourraient avoir en rapport avec les questions débattues dans le cadre du litige (lesquelles sont plus amplement décrites ci-dessous).</p> <p>Les informations fournies aux Personnes affectées en vertu du présent avis ont trait: (a) à la nature des réclamations formulées par le Requéran; (b) à l'audition de la requête du Requéran afin de faire approuver la Transaction; (c) à la façon dont les Personnes affectées peuvent participer à telle audition; et (d) à la façon dont les Personnes affectées peuvent, si elles le désirent, s'exclure de la Transaction.</p>
2. NATURE DU RECOURS	Le 22 janvier 2007, le Requéran a déposé une requête (Dossier de Cour no. : 07-CL-6844) devant la Cour (la « Requête ») dans laquelle les dirigeants et administrateurs suivants de RIM étaient nommés comme intimés : James L. Balsillie (« Balsillie »), Mike Lazaridis (« Lazaridis »), Douglas E. Fregin (« Fregin »), Douglas Wright (« Wright »), James Estill (« Estill »), E. Kendall Cork (« Cork ») et John Richardson (« Richardson ») (collectivement les « Intimés »). Le

	<p>Requérant exerçait deux types de recours dans la Requête : (1) un recours pour oppression, en vertu de l'article 248 de la <i>Loi sur les sociétés par actions</i> de l'Ontario (« LSAO »), relié à la façon dont s'est déroulée la révision interne des pratiques de RIM applicables aux options d'achat de ses actions (la « Révision ») que la direction avait initié volontairement; et (2) un recours en vertu de l'article 246 de la LSAO pour être autorisé à intenter une action dérivée (l'« Action dérivée proposée ») au nom et pour le compte de RIM, contre Balsillie, Lazaridis, Fregin, Wright, Estill, Cork, Richardson et Dennis Kavelman, un dirigeant de RIM (collectivement les « Défendeurs proposés à l'Action dérivée »). Dans l'Action dérivée proposée, le Requérant a fait diverses allégations en rapport avec l'administration du régime d'options d'achat d'actions de RIM.</p> <p>L'avis de Requête modifiée déposé à la Cour par le Requérant décrit avec précision les allégations formulées contre les Intimés et les Défendeurs proposés à l'Action dérivée. Il est possible d'obtenir une copie de l'avis de Requête modifiée en visitant les sites Web des avocats du Requérant aux adresses suivantes : www.derivativelitigation@siskinds.ca ou www.cavalluzzo.com.</p> <p>Lorsqu'elle fut intentée, la Requête ne visait pas l'exercice d'un recours collectif, et les conclusions recherchées par le Requérant étaient stipulées pour le bénéfice de RIM. Toutefois, en vertu des conditions stipulées dans la Transaction, les parties à la Requête demanderont l'émission d'une ordonnance selon la Règle 10, nommant le Requérant pour agir à titre de représentant des Personnes affectées et lier les Personnes affectées aux termes de la Transaction.</p>
3. NATURE DU RÉGLEMENT	<p>Les Intimés et les Défendeurs proposés à l'Action dérivée nient expressément tout agissement fautif ou toute responsabilité. Ils ont toutefois convenu, en échange d'une quittance complète des réclamations formulées contre eux (la « Quittance »), que :</p> <ol style="list-style-type: none">1. RIM adoptera et continuera une série de mesures de gouvernance corporative qui feront suite aux mesures déjà été prises et annoncées par RIM dans un communiqué diffusé le 5 mars 2007 (le « Communiqué du 5 mars »), lequel peut être consulté sur Internet à http://www.rim.com/news/press/2007/pr-05_03_2007-01.shtml. Les nouvelles mesures de gouvernance corporative comprennent, notamment, les mesures suivantes : <p>* RIM engagera Towers Perrin, un consultant en rémunération des cadres supérieurs, pour fournir des services d'expert-conseil en matière de gouvernance corporative, de rémunération des cadres supérieurs, et de rémunération des membres du conseil. Towers Perrin aura notamment comme</p>

	<p>mandat de rédiger une nouvelle charte pour le comité de rémunération, laquelle sera soumise au comité de rémunération de RIM. La nouvelle charte traitera, notamment, de la communication de l'information financière et de la gestion des risques liés à l'utilisation des options d'achat d'actions de RIM (les « Options de RIM »). Towers Perrin fournira également une opinion au comité de rémunération de RIM sur la question de savoir si les politiques et pratiques actuelles de RIM pourraient être améliorées de façon notable (i) par une évaluation de l'efficacité du comité de rémunération et de ses membres, et (ii) par la divulgation publique de telles évaluations et du processus sous-jacent à telles évaluations.</p> <ul style="list-style-type: none">* RIM ne versera aucune rémunération, sous forme d'Options de RIM, aux administrateurs indépendants du conseil d'administration de RIM;* lors de toute réunion du conseil d'administration au cours de laquelle la rémunération des dirigeants de « niveau C » doit être établie, la réunion du conseil se déroulera à huis clos, sans les dirigeants et les administrateurs non indépendants, et un procès-verbal approprié de telle réunion à huis clos sera conservé;* le comité de surveillance du conseil d'administration révisera et évaluera, de manière périodique, la suffisance des contrôles internes relatifs à l'utilisation des biens de la société, aux conflits d'intérêts des administrateurs, et aux transactions entre personnes liées; et* l'ordre du jour des réunions du conseil d'administration sera soumis à l'approbation finale de l'administrateur principal du conseil d'administration. <p>2. Pour continuer à faire preuve de leadership corporatif et afin de faciliter un règlement, les co-chefs de la direction de RIM, Jim Balsillie (« Balsillie ») et Mike Lazaridis (« Lazaridis »), ont convenu de contribuer un montant additionnel de 5 millions \$CAN (2,5 millions \$CAN chacun) pour acquitter les frais encourus par RIM dans le cadre de sa révision interne. Cette somme s'ajoute au montant total de 10 millions \$CAN déjà versé à RIM par Balsillie et Lazaridis, tel qu'annoncé dans le Communiqué du 5 mars.</p>
4. FRAIS JURIDIQUES	En vertu de la Transaction, RIM a convenu d'acquitter une somme de 1,09 million \$CAN (laquelle inclut les frais et les taxes) pour couvrir les honoraires et déboursés des avocats du Requérant.

5. TERMES DE LA QUITTANCE	<p>En vertu de la Transaction, le Requéran et toutes les Personnes affectées qui n'ont pas autrement exercé valablement leur droit de retrait, quittanceront RIM et les Défendeurs proposés à l'Action dérivée (collectivement les « Parties quittancées ») à l'égard de toute action, cause d'action, poursuite, dette, redevance, obligation, plainte ou réclamation, de tout compte, engagement ou contrat, sous quelque forme que ce soit, et de toute demande en dommages intérêts ou réclamant toute somme d'argent, indemnité ou compensation pour toute perte, toute dépense, ou tout montant d'intérêts sur telle perte, ou pour tout préjudice, de quelque source que ce soit, que le Requéran (et toutes les Personnes affectées, advenant l'émission de l'ordonnance de représentation) peuvent avoir subis jusqu'à présent ou pourraient subir par la suite, ou que l'un d'eux peut avoir subi jusqu'à présent ou pourrait subir par la suite, en conséquence : (a) de l'octroi et de la levée des options d'achat d'actions de RIM et des autres formes de rémunération des cadres supérieurs, et des informations qui s'y rapportent ayant été communiquées au public, de janvier 1996 à ce jour; et/ou (b) de la révision interne, initiée volontairement par un comité du conseil d'administration de RIM, des pratiques de RIM applicables à l'octroi des options d'achat de ses actions; et/ou (c) du dépôt, par certaines des Parties quittancées, d'une action en diffamation devant la Cour Supérieure de justice de l'Ontario (Dossier de Cour no. : 06-CL-6799) dans laquelle les avocats du Requéran sont nommés à titre de défendeurs; et de toute action, réclamation ou demande, de quelque nature que ce soit, délictuelle ou autrement fondée sur la common law, l'equity, ou toute loi, ou à l'occasion ou en conséquence de tout dommage, de toute perte ou de tout préjudice découlant, dans chaque cas, des matières décrites ci-dessus, y compris des lois sur les valeurs mobilières des É.-U. .</p>
6. DÉTAILS SUR L'AUDITION AFIN DE FAIRE APPROUVER LA TRANSACTION	<p>Une audition afin de faire approuver la Transaction (l'« Audition aux fins d'approbation » sera tenue le 5 novembre 2007, à 10 h, devant la Cour, au 330 Avenue University, Toronto, Ontario, Canada. Si vous êtes une Personne affectée, vous avez le droit :</p> <ul style="list-style-type: none">(a) d'assister à l'Audition aux fins d'approbation;(b) de faire des représentations verbales en rapport avec la Transaction et/ou les honoraires réclamés par les avocats du Requéran; et(c) de faire des représentations écrites au juge qui préside l'Audition aux fins d'approbation en rapport avec la Transaction et/ou les honoraires réclamés par les avocats du Requéran. <p>Les Personnes affectées qui désirent uniquement faire des représentations écrites ne sont pas obligées d'assister à l'Audition aux fins d'approbation, que ce soit en personne ou par l'entremise de leur</p>

	<p>avocat. Toutefois, les Personnes affectées doivent avoir fait des représentations écrites avant l’Audition aux fins d’approbation, si elles désirent faire des représentations verbales lors de l’Audition aux fins d’approbation. Si vous êtes une Personne affectée et que vous désirez faire un commentaire ou formuler une objection en rapport avec la Transaction ou les honoraires réclamés par les avocats du Requérant, vous devez transmettre, par courrier de première classe ou télécopieur, au plus tard le 31 octobre 2007, vos représentations écrites aux avocats du Requérant. Les avocats du Requérant transmettront à la Cour toutes les représentations ainsi reçues. À moins que vous ne transmettiez des représentations écrites, au plus tard le 31 octobre 2007, vous n’aurez pas le droit de participer à l’Audition aux fins d’approbation, au moyen de représentations verbales ou autrement.</p> <p>Les coordonnées des avocats du Requérant sont indiquées ci-dessous.</p>
<p>7. DROIT DE RETRAIT</p>	<p>Si la Transaction est approuvée par la Cour, toutes les Personnes affectées seront liées par ses dispositions, à moins qu’elles ne se soient exclues de la Transaction (le « Droit de retrait »).</p> <p>Si vous désirez exercer le Droit de retrait, vous devez transmettre, par courrier de première classe ou télécopieur, une lettre signée aux avocats du Requérant. Dans la lettre, vous devez faire une déclaration à l’effet que vous « demandez d’être exclu(e) du règlement intervenu dans <i>l’action dérivée impliquant RIM</i> ». Votre lettre doit être signée et inclure votre nom, votre adresse, et votre numéro de téléphone, ainsi que la (les) date(s) de toutes vos transactions d’achat et de vente d’actions ordinaires de RIM. Vous devez transmettre votre demande d’exercice du Droit de retrait aux avocats du Requérant au plus tard le 19 novembre 2007. Les avocats du Requérant fourniront aux avocats de RIM une copie de toutes les demandes d’exclusion et déposeront toutes les demandes ainsi reçues auprès de la Cour avant l’Audition aux fins d’approbation.</p>
<p>8. DATES IMPORTANTES :</p>	<p>5 novembre 2007 : Audition aux fins d’approbation</p> <p>19 novembre 2007 : Date limite pour exercer le Droit de retrait</p>
<p>9. AVOCATS DU REQUÉRANT :</p>	<p>A. Dimitri Lascaris de l’étude Siskinds LLP et Michael Wright de l’étude Cavalluzzo Hayes Shilton McIntyre & Cornish LLP sont les avocats du Requérant. Ils peuvent être rejoints par téléphone, en composant, sans frais, le 1 800 461-6166, poste 2380, par courrier électronique à : ironworkers.information@siskinds.com, par télécopieur au (519) 660-7845, ou par la poste à l’adresse suivante : Siskinds LLP, 680, rue Waterloo, London, Ontario, Canada N6A 3V8, à l’attention de : Dimitri Lascaris.</p>

10. INTERPRÉTATION:	Advenant tout conflit entre les dispositions du présent avis et les dispositions de la Transaction, les dispositions de la Transaction auront préséance.
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**SCHEDULE "F" –
PRESS RELEASE ANNOUNCING COURT APPROVAL**

November 5, 2007

**RIM ANNOUNCES COURT APPROVAL OF DEFINITIVE SETTLEMENT TO
END DERIVATIVE LITIGATION**

Waterloo, Ontario – Research In Motion ("RIM") (Nasdaq: RIMM; TSX: RIM) and the Trustees of Ironworkers Ontario Pension Fund ("Ironworkers") today announced that the Ontario Superior Court of Justice has approved the previously-announced definitive settlement agreement to resolve the application commenced by the Ironworkers with respect to RIM's historical option granting practices.

The Ontario Superior Court of Justice has declared that the settlement is fair and reasonable and in the interests of RIM's shareholders, and approved the settlement. The settlement is binding on RIM and its shareholders and on the Ironworkers and its counsel.

About Research In Motion (RIM)

Research In Motion is a leading designer, manufacturer and marketer of innovative wireless solutions for the worldwide mobile communications market. Through the development of integrated hardware, software and services that support multiple wireless network standards, RIM provides platforms and solutions for seamless access to time sensitive information including email, phone, SMS messaging, Internet and intranet-based applications. RIM technology also enables a broad array of third party developers and manufacturers to enhance their products and services with wireless connectivity to data. RIM's portfolio of award-winning products, services and embedded technologies are used by thousands of organizations around the world and include the BlackBerry® wireless platform, the RIM Wireless Handheld™ product line, software development tools, radio-modems and software/hardware licensing agreements. Founded in 1984 and based in Waterloo, Ontario, RIM operates offices in North America, Europe and Asia Pacific. RIM is listed on the Nasdaq Stock Market (Nasdaq: RIMM) and the Toronto Stock Exchange (TSX: RIM). For more information, visit www.rim.com or www.blackberry.com.

Investor Contact:
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[Safe harbor language, if any.]

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