

Must be Postmarked
No Later Than
March 15, 2006

Bennett Environmental Inc. Securities Litigation
c/o The Garden City Group, Inc.
Claims Administrator
P.O. Box 9000 #6366
Merrick, NY 11566-9000
1(800) 298-5765

BEN



PROOF OF CLAIM AND RELEASE

PART I: CLAIMANT IDENTIFICATION:

Claim Number: _____ Control Number: _____

WRITE ANY NAME AND ADDRESS CORRECTIONS BELOW OR IF THERE IS NO PREPRINTED DATA TO THE LEFT, YOU MUST PROVIDE YOUR FULL NAME AND ADDRESS HERE:

Name:
Address:
City:
State/Country:
Zip Code:
Foreign Province:
Foreign Country:

IF THE ABOVE AREA IS BLANK, YOU MUST ENTER YOUR FULL NAME AND ADDRESS HERE →

Please fill in Social Security Number or Taxpayer ID Number if box is blank:

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Daytime Telephone Number:	() -
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Evening Telephone Number:	() -
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Claimant is:

<input type="checkbox"/> Individual	<input type="checkbox"/> Partnership
<input type="checkbox"/> Joint Owners	<input type="checkbox"/> Corporation
<input type="checkbox"/> IRA, Keogh, 401K or other type of Retirement Plan: _____	<input type="checkbox"/> Other _____ (specify)

(specify type of plan)

For informational purposes only, you must also respond to the following questions:

Claimant was / was not (circle one) an officer, or director of Bennett Environmental Inc. at any time from June 2, 2003 through and including July 22, 2004.

If so, state position(s) held, and dates of employment or affiliation: _____

IF YOU ARE A CLASS MEMBER, YOU MUST COMPLETE AND SUBMIT THIS FORM IN ORDER TO BE ELIGIBLE FOR ANY SETTLEMENT BENEFITS.

YOU MUST COMPLETE AND SIGN THIS PROOF OF CLAIM AND MAIL IT BY FIRST CLASS MAIL, POSTMARKED NO LATER THAN MARCH 15, 2006 TO THE FOLLOWING ADDRESS:

Bennett Environmental Inc. Securities Litigation
c/o The Garden City Group, Inc.
Claims Administrator
P.O. Box 9000 #6366
Merrick, NY 11566-9000

YOUR FAILURE TO SUBMIT YOUR CLAIM BY MARCH 15, 2006 WILL SUBJECT YOUR CLAIM TO REJECTION AND PRECLUDE YOUR RECEIVING ANY MONEY IN CONNECTION WITH THE SETTLEMENT OF THIS LITIGATION. DO NOT MAIL OR DELIVER YOUR CLAIM TO THE COURT OR TO ANY OF THE PARTIES OR THEIR COUNSEL AS ANY SUCH CLAIM WILL BE DEEMED NOT TO HAVE BEEN SUBMITTED. SUBMIT YOUR CLAIM ONLY TO THE CLAIMS ADMINISTRATOR.



SCHEDULE OF TRANSACTIONS IN BENNETT ENVIRONMENTAL COMMON STOCK

Separately list each of your purchases or sales of Bennett Environmental common stock below. Attach a separate schedule if more space is needed. **Be sure to include and sign your name and Social Security number or Tax ID number on any additional sheets.** The date of purchase or sale is the "trade" or "contract" date, and not the "settlement" or "payment" date.

PART II: POSITION AS OF CLOSE OF TRADING ON JUNE 1, 2003

A. BEGINNING HOLDINGS: Number of shares of Bennett Environmental common stock held as of the close of trading on **June 1, 2003.** (If none, write 0), (Must be documented):

PART III: PURCHASES DURING THE PERIOD JUNE 2, 2003 THROUGH JULY 22, 2004

B. PURCHASES: Purchases of Bennett Environmental common stock during the period of **June 2, 2003** through and including **July 22, 2004,** inclusive. (Must be documented):

Date(s) of Purchase (List Chronologically) (Month/Day/Year)	Number of Shares Purchased	Purchase Price Per Share	Total Purchase Price (excluding commissions, transfer taxes, or other fees)
<input type="text" value="/ /"/>	<input type="text"/>	<input type="text" value="\$"/>	<input type="text" value="\$"/>
<input type="text" value="/ /"/>	<input type="text"/>	<input type="text" value="\$"/>	<input type="text" value="\$"/>
<input type="text" value="/ /"/>	<input type="text"/>	<input type="text" value="\$"/>	<input type="text" value="\$"/>
<input type="text" value="/ /"/>	<input type="text"/>	<input type="text" value="\$"/>	<input type="text" value="\$"/>

PART IV: SALES DURING THE PERIOD JUNE 2, 2003 THROUGH JULY 22, 2004

C. SALES: Sales of Bennett Environmental common stock during the period from **June 2, 2003** through and including **July 22, 2004,** inclusive. (Must be documented):

Date(s) of Sale (List Chronologically) (Month/Day/Year)	Number of Shares Sold	Sale Price Per Share	Total Sale Price (excluding commissions, transfer taxes, or other fees)
<input type="text" value="/ /"/>	<input type="text"/>	<input type="text" value="\$"/>	<input type="text" value="\$"/>
<input type="text" value="/ /"/>	<input type="text"/>	<input type="text" value="\$"/>	<input type="text" value="\$"/>
<input type="text" value="/ /"/>	<input type="text"/>	<input type="text" value="\$"/>	<input type="text" value="\$"/>
<input type="text" value="/ /"/>	<input type="text"/>	<input type="text" value="\$"/>	<input type="text" value="\$"/>

PART V: POSITION AS OF CLOSE OF TRADING ON JULY 22, 2004

D. UNSOLD HOLDINGS: Position in Bennett Environmental common stock held at the close of trading on **July 22, 2004.** (If none, write 0), (Must be documented):

YOU MUST READ AND SIGN THE RELEASE ON PAGE 5.



**SCHEDULE OF TRANSACTIONS IN "UNITS" OF BENNETT ENVIROMENTAL INC. SOLD
PURSUANT TO THE PRIVATE PLACEMENT ANNOUNCED JANUARY 12, 2004**

Separately list each of your purchases or sales of Bennett Enviromental Inc. Units below. Attach a separate schedule if more space is needed. **Be sure to include and sign your name and Social Security number or Tax ID number on any additional sheets.** The date of purchase or sale is the "trade" or "contract" date, and not the "settlement" or "payment" date.

PART VI: TRANSACTIONS IN "UNITS" SOLD PURSUANT TO THE PRIVATE PLACEMENT ANNOUNCED JANUARY 12, 2004

E. PURCHASES: Purchases of Units of Bennett Environmental securities pursuant to the private placement announced on **January 12, 2004** made through **July 22, 2004** ("Units"). *(Must be documented):*

Date(s) of Purchase (List Chronologically) (Month/Day/Year)	Number of Units Purchased	Purchase Price Per Units	Total Purchase Price (excluding commissions, transfer taxes, or other fees)
/ /		\$	\$
/ /		\$	\$
/ /		\$	\$
/ /		\$	\$

F. SALES: Sales of Units made through **July 22, 2004**. *(Must be documented):*

Date(s) of Sale (List Chronologically) (Month/Day/Year)	Number of Units Sold	Sale Price Per Units	Total Sale Price (excluding commissions, transfer taxes, or other fees)
/ /		\$	\$
/ /		\$	\$
/ /		\$	\$
/ /		\$	\$

G. UNSOLD HOLDINGS: Position in Units as of the close of trading on **July 22, 2004:**
(Must be documented):

YOU MUST READ AND SIGN THE RELEASE ON PAGE 5.



RELEASE OF CLAIMS

Definitions

For the purpose of the Proof of Claim and Release, defined terms have the following meanings. (Other defined terms have the meanings given them in the Stipulation and Agreement of Settlement dated October 25, 2005 (the "Stipulation")).

"Bennett Environmental" means Bennett Environmental Inc.

"Effective Date" means the date upon which the Judgment has become Final.

"Individual Defendants" means John Bennett, Allan Bulckaert, Robert Griffiths, Danny Ponn and Richard Stern.

"Judgment" means the proposed judgment to be entered approving the Settlement substantially in the form attached to the Stipulation as Exhibit B.

"Released Defendant Parties" means any of the Defendants, and any of the respective families, heirs, executors, trustees, personal representatives, estates or administrators, attorneys, counselors, financial or investment advisors of any such Defendant who is a natural person, and the affiliates, partners, subsidiaries, related companies, predecessors, successors or assigns, past or present officers, directors, associates, controlling persons, representatives, employees, attorneys, counselors, financial or investment advisors, underwriters, investment bankers (specifically including Toronto Dominion Bank), commercial bankers, dealer managers, consultants, accountants, engineers, advisors or agents of Bennett Environmental, all in their capacities as such, and American Home Assurance Company and ACE INA Insurance, and any of their respective present or former officers, directors and employees, solely as insurers under certain policies of directors and officers liability insurance purchased by Bennett Environmental.

"Released Plaintiff Parties" means the Lead Plaintiffs and all other persons or entities named as plaintiffs in the Complaint, and includes their attorneys, trustees, accountants, affiliates, subsidiaries, parents, predecessors, successors, or related companies and any of their respective present or former officers, directors and employees.

"Settled Claims" means all claims, whether known or unknown (including Unknown Claims), and whether arising under federal, state, Canadian federal or provincial, or any other law, against any of the Released Defendant Parties held by Lead Plaintiffs or any Class Member at any point from the beginning of time to the Effective Date, which have been, or could have been, asserted in the Action or in any court or forum, relating to or arising from the acts, facts, transactions and circumstances that were alleged in the Complaint, or that relate to or arise from the purchase or sale of Bennett Environmental common stock on any market or exchange including without limitation the American Stock Exchange or the Toronto Stock Exchange or the acquisition or disposition of "units" of Bennett Environmental securities pursuant to the January 2004 private placement.

"Settled Defendants' Claims" means all claims, whether known or unknown (including Unknown Claims), and whether arising under federal state or any other law, which have been, or could have been, asserted in the Action or in any court or forum, by the Defendants, or any of them, against any of the Released Plaintiff Parties and which arise out of or relate in any way to the institution, maintenance, or settlement of the Action, except claims concerning the enforcement of the Settlement.

"Unknown Claims" means any and all Settled Claims which Lead Plaintiffs in the Action or any Class Member does not know to exist in his, her or its favor at the time of the release of the Released Defendant Parties, and any Defendants' Claims which any Defendant does not know to exist in his, her or its favor at the time of the release of the Released Plaintiff Parties, which if known by him, her or it might have affected his, her or its decision(s) with respect to the Settlement. As to such Unknown Claims, with respect to any and all Settled Claims and Defendants' Claims, the parties stipulate and agree that upon the Effective Date, Lead Plaintiffs and the Defendants shall expressly, and each Class Member shall be deemed to have, and by operation of the Judgment shall have, expressly waived any and all provisions, rights and benefits conferred by any law of any state or territory of the United States, or principle of common law, which is similar, comparable, or equivalent to Cal. Civ. 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.

Lead Plaintiffs and the Defendants acknowledge, and other 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 Defendants' Claims was separately bargained for and was a key element of the Settlement.

The Release

I (we) understand and acknowledge that without further action by anyone, on and after the Effective Date, I (we) on behalf of myself (ourselves) and each of my (our) predecessors, successors, parents, subsidiaries, affiliates, heirs, executors, trustees, administrators, shall be deemed to have released and forever discharged each and every Settled Claim, as against each and every one of the Released Defendant Parties and shall forever be barred and enjoined from commencing, instituting or maintaining any of the Settled Claims against any of the Released Defendant Parties.



SIGNATURE AND CERTIFICATIONS

By signing and submitting this Proof of Claim and Release, the Claimant or the person who represents the Claimant certifies, as follows:

- 1. that the Claimant is a Class Member, as defined in the Notice;
- 2. that I (we) have read and understand the contents of the Notice and the Proof of Claim and Release;
- 3. that I (we) are not acting for any of the Defendants, nor am I (are we) such a Defendant or otherwise excluded from the Class;
- 4. that I (we) have not filed a Request for Exclusion from the Class and that I (we) do not know of any Request for Exclusion from the Class filed on my (our) behalf with respect to my (our) transactions in the Subject Securities;
- 5. that I (we) own(ed) the Subject Securities identified in the Proof of Claim and Release, or that, in signing and submitting this Proof of Claim and Release, I (we) have the authority to act on behalf of the owner(s) thereof;
- 6. that Claimant may be entitled to receive a distribution from the Net Settlement Fund;
- 7. that Claimant desires to participate in the Settlement described in the Notice and agrees to the terms and conditions thereof;
- 8. that I (we) submit to the jurisdiction of the United States District Court for the Southern District of New York for purposes of investigation and discovery under the Federal Rules of Civil Procedure with respect to this Proof of Claim and Release;
- 9. that I (we) agree to furnish such additional information with respect to this Proof of Claim and Release as the parties or the Court may require;
- 10. that I (we) waive trial by jury, to the extent it exists, and agree to the Court's summary disposition of the determination of the validity or amount of the claim made by this Proof of Claim and Release; and
- 11. that 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.

NOTE: If you have been notified by the Internal Revenue Service that you are subject to backup withholding, please strike the language that you are not subject to backup withholding in the certification above. The Internal Revenue Service does not require your consent to any provision other than the certification required to avoid backup withholding.

I declare, under penalty of perjury under the laws of the United States of America, that the statements made and answers given in this Proof of Claim and Release are true and correct and that the documents submitted herewith are true and genuine.

Signature of Claimant

Print Name of Claimant

Date

Signature of Joint Claimant, if any

Print Name of Joint Claimant

Date

If Claimant is other than an individual, or is not the person completing this form, the following also must be provided:

Signature of Person Completing Form

Print Name of Person Completing Form

Date

Capacity of Person Signing (Executor, President, Trustee, etc.)



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

REMINDER CHECKLIST

1. Please sign the Signature and Certifications Section of the Proof of Claim and Release form.
2. If this claim is made on behalf of joint claimants, then both must sign.
3. Please remember to attach supporting documents.
4. **DO NOT SEND ORIGINALS OF ANY SUPPORTING DOCUMENTS.**
5. Keep a copy of your Proof of Claim and Release form and all documentation submitted for your records.
6. The Claims Administrator will acknowledge receipt of your Proof of Claim and Release by mail, within 30 days. Your claim is not deemed filed until you receive an acknowledgement postcard. If you do not receive an acknowledgment postcard within 30 days, please call the Claims Administrator toll free at 1 (800) 298-5765.
7. If you move, please send us your new address.
8. **Do not use highlighter on the Proof of Claim and Release form or supporting documentation.**

THIS PROOF OF CLAIM MUST BE POSTMARKED NO LATER THAN
MARCH 15, 2006 AND MUST BE MAILED TO:

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c/o The Garden City Group, Inc.
Claims Administrator
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