

**ONTARIO**  
**SUPERIOR COURT OF JUSTICE**  
**COMMERCIAL LIST**

IN THE MATTER OF THE *COMPANIES' CREDITORS*  
*ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR  
ARRANGEMENT OF VALLE FOAM INDUSTRIES (1995)  
INC., DOMFOAM INTERNATIONAL INC. and A-Z  
SPONGE & FOAM PRODUCTS LTD.

(the "Applicants")

**APPLICATION RECORD**  
(returnable January 12, 2012)  
**VOLUME II**

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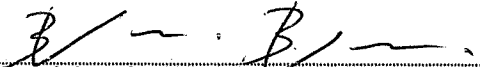
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This is Exhibit "J" referred to  
in the Affidavit of Tony Vallecoccia

Sworn this 11th

day of January, 2012.

  
A Commissioner for Taking Affidavits

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## SETTLEMENT AGREEMENT

This Settlement Agreement (the "Agreement") is made and entered into this 3rd day of January 2012, by and between Plaintiffs Sealy Corporation, Select Comfort Corporation, National Bedding Company L.L.C. d/b/a Serta Mattress Company, Simmons Bedding Company, Tempur-Pedic International, Inc., and La-Z-Boy Incorporated (individually and collectively, "Plaintiffs") and Defendants Domfoam International Inc. ("Domfoam") and Valle Foam Industries (1995) Inc. ("Valle Foam") (individually and collectively the "Defendants") (collectively the "Parties").

### R E C I T A L S

WHEREAS, there is pending in the United States District Court for the Northern District of Ohio a direct purchaser direct action styled Sealy Corporation, et al., v. Carpenter Co., et al., Case Number 1:11-pf-10007 (JZ) (the "Action"), alleging violations of law, including the existence of an unlawful conspiracy to fix, raise, maintain, or stabilize the prices of polyurethane foam and allocate customers for polyurethane foam in the United States in violation of Section 1 of the Sherman Antitrust Act, 15 U.S.C. § 1, and Section 4 of the Clayton Act, 15 U.S.C. § 15;

WHEREAS, the Action is part of a multi-district litigation proceeding styled *In re Polyurethane Foam Antitrust Litigation*, MDL Docket No. 2196 (N.D. Ohio) ("MDL 2196");

WHEREAS, Defendants deny: (1) each and all of the claims and allegations of wrongdoing made by the Plaintiffs and maintain furthermore that they have meritorious defenses; (2) all charges of wrongdoing or liability against them arising out of any of the conduct, statements, acts or omissions alleged, or that could have been alleged, in the Action; and (3) the allegations that the Plaintiffs were harmed by any conduct alleged in the Action or otherwise;

WHEREAS, Defendants have demonstrated to Plaintiffs' Counsel (defined below) their extremely precarious and unprofitable financial positions;

WHEREAS, Defendants intend to file a form of bankruptcy, restructuring or creditor protection under Canadian law, including but not limited to the Bankruptcy and Insolvency Act or the Companies' Creditors Arrangement Act and Chapter 15 of the United States Bankruptcy Code and this Agreement is conditioned on such filing not later than January 31, 2012 as provided in paragraph 9 below;

WHEREAS, Plaintiffs' Counsel, in light of the planned bankruptcy filing, desire to efficiently litigate the Action and therefore to dismiss, without prejudice, Defendants while preserving both access to discovery available from Defendants and the rights of Plaintiffs to make any appropriate future claims in bankruptcy or as otherwise permitted by law;

WHEREAS, Plaintiffs' Counsel also has concluded that there would be benefits from cooperation by Other Persons (defined below) who are current or former officers or employees of Defendants and that it is in the best interests of Plaintiffs to resolve potential claims with those Other Persons based on the terms below;

WHEREAS, the Parties to this Agreement agree that neither this Agreement nor any statement made in the negotiation thereof shall be deemed or construed to be an admission or evidence of any violation of any statute or law or of any liability or wrongdoing by Defendants or Other Persons or of the truth of any of the claims or allegations alleged in the Action;

WHEREAS, Defendants, A-Z and Other Persons agree, as more fully described below, to cooperate with Plaintiffs' Counsel by providing truthful information (to the extent such information is in the possession, custody, or control of Defendants, A-Z or Other Persons and/or is accessible by any of them following the filing of a form of bankruptcy, restructuring or

creditor protection) related to the polyurethane foam industry and/or claims asserted by Plaintiffs in the Action against the defendants and any co-conspirators in the Action including any companies and persons not currently named as defendants or co-conspirators in the Action;

WHEREAS, arm's-length negotiations have taken place between the Parties to this Agreement, which embodies all of the terms and conditions of the agreements among the Parties, and is intended to supersede any prior agreements between the Parties; and

WHEREAS, Defendants, despite the belief that they are not liable for the claims asserted against them in the Action and that they have good defenses thereto, have nevertheless agreed to enter into this Agreement to avoid further expense, inconvenience, and the distraction of burdensome and protracted litigation, and thereby to put to rest this controversy with respect to Plaintiffs and avoid the risks inherent in complex litigation.

## A G R E E M E N T

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED by and among the Parties, by and through their counsel and attorneys of record, that, provided that Plaintiffs' Counsel does not terminate this Agreement in accordance with the termination rights provided in ¶¶ 6(b), 6(l) or elsewhere below, Plaintiffs will dismiss, without prejudice, the Action as against Defendants and release Defendants, A-Z and the Other Persons as set forth below subject to the terms and conditions of this Agreement, as follows.

### A. Definitions

1. As used in this Agreement the following terms have the meanings specified below. In the event of any inconsistency between any definition set forth below and any definition set forth in any other document related to this Agreement, the definition set forth below shall control.



- (a) "Action" means Case No. 1:11-pf-10007 (JZ), currently pending in the United States District Court for the Northern District of Ohio.
- (b) "Alleged Co-Conspirators" means The Carpenter Company, E.R. Carpenter, L.P., Carpenter Holdings, Inc., Carpenter Canada, Co., Flexible Foam Products, Inc., Ohio Decorative Products, Inc., Future Foam, Inc., FXI – Foamex Innovations, Inc., Hickory Springs Manufacturing Company, Inoac International Co., Ltd., Inoac USA Inc., Inoac Corporation, Crest Foam Industries Inc., Leggett & Platt Inc., Mohawk Industries, Inc., Otto Bock Polyurethane Technologies, Inc., Plastomer Corporation, Scottdel, Inc., Louis Carson, David Carson, Vitafoam Products Canada Limited, Vitafoam, Inc., Woodbridge Foam Corporation, Woodbridge Sales & Engineering, Inc., Woodbridge Foam Fabricating, Inc. and all employees, direct and indirect parents, subsidiaries, affiliates, predecessors and successors of each of the foregoing as well as any other subsequently-named defendant(s) or co-conspirators in the Action, and their respective employees, direct and indirect parents, subsidiaries, affiliates whom it controls, predecessors and successors.
- (c) "A-Z" means A-Z Sponge & Foam Products Ltd. (a wholly owned subsidiary of Defendant Domfoam), its parent(s), subsidiaries, divisions, affiliates whom it controls and trade names, and their respective current and former officers, directors, employees, agents and representatives.
- (d) "Claim(s)" means any and all actions, suits, claims, demands, assertions, or causes of action, which are directly related to the subject matter of the

Action. A Claim expressly includes a demand to compromise or settle an alleged cause of action related to the subject matter of the Action that is made outside the context of litigation or this Action.

- (e) "Court" means the United States District Court for the Northern District of Ohio.
- (f) "Defendants" means Domfoam International Inc. and Valle Foam Industries (1995) Inc.
- (g) "Document" is defined to be synonymous in meaning and equal in scope to the usage of this term in Fed. R. Civ. P. 34(a), including, without limitation, electronic or computerized data compilations and audio and video recordings. A draft or non-identical copy is a separate document within the meaning of this term.
- (h) "Effective Date" means the first date by which all of the events and conditions specified in ¶ 8 of this Agreement have occurred and have been met.
- (i) "Execution Date" means the date this Agreement is executed by all Parties.
- (j) "Non-Settling Defendant" means any Alleged Co-Conspirator or defendant in this Action other than Domfoam, Valle Foam, A-Z, and Other Persons.
- (k) "Other Persons" means Bruce Bradley, Dean Brayianis, Michael Cappuccino, Peter Foti, Duke Greenstein, John Howard, Dale McNeill, Jim Sproule, Robert Valle, Tony Vallecoccia, and Fred Zickmantel. These Other Persons are intended third-party beneficiaries of this Agreement.

- (l) "Plaintiffs" means Sealy Corporation, Select Comfort Corporation, National Bedding Company L.L.C. d/b/a Serta Mattress Company, Simmons Bedding Company, Tempur-Pedic International, Inc., and La-Z-Boy Incorporated.
- (m) "Plaintiffs' Counsel" means William J. Blechman of Kenny Nachwalter, P.A.
- (n) Except as stated in ¶ 1(n)(i) & (ii) below, "Released Claims" (as granted, the "Releases") means any and all claims, demands, actions, suits, rights, assertions, allegations, causes of action, controversies, proceedings, losses, damages, injuries, attorneys' fees, costs, expenses, debts, liabilities, judgments, and remedies, whether class, individual, or otherwise in nature, that Releasers, or anyone of them, whether directly, representatively, derivatively ever had, now has, or hereafter can, shall, or may have against the Releasees, whether known or unknown (including, but not limited to "Unknown Claims"), suspected or unsuspected, asserted or unasserted, in law or in equity, on account of or arising out of the facts, occurrences, transactions or other matters alleged in the Action or in complaints containing similar allegations of conspiracy with respect to any polyurethane foam or polyurethane foam product, purchased within or from the United States or Canada before and during the period from January 1, 1999 through and including the Effective Date, including without limitation any such claims which arise under any United States federal or state antitrust, unfair competition, unfair practices, price

discrimination, unitary pricing, trade practice, unjust enrichment, or civil conspiracy law, including, without limitation, the Sherman Antitrust Act, 15 U.S.C. § 1 *et seq.*

- (i) For purposes of this Agreement, "Released Claims" do not include claims, if any, under United States federal or state statutory or common law against Defendants, A-Z or Other Persons arising in the ordinary course of commerce, including claims for breach of contract, breach of warranty, or products liability or defective product.
- (ii) Neither the definition of "Released Claims" nor anything else in this Agreement is intended to include or cover any claim as an absent or passive member of a Canadian class action by any Plaintiff or its Canadian parent, subsidiary, affiliate or licensee (to the extent that any such entity exists for a given Plaintiff) concerning a conspiracy or other alleged unlawful conduct concerning the manufacture, pricing, distribution or sale of polyurethane foam during any time period. As such, neither the "Released Claims" nor this Agreement prevents any Plaintiff or any Canadian parent, subsidiary, affiliate or licensee of a Plaintiff from: (a) participating as an absent or passive class member in any pending litigation and/or any related settlement of any such class action in Canada against Defendants, A-Z, and/or Other Persons under Canadian statutory or common law regarding the manufacture, pricing, distribution or sale of polyurethane foam in Canada (the "Canadian Class Actions"); or (b) submitting a proof of claim or other request for payment based on a settlement or recovery in whole or in part from Defendants, A-Z, and/or Other Persons in a Canadian Class Action described in (n)(ii)(a).<sup>1</sup>
- (o) "Releasees" means A-Z, Other Persons, and the respective present and former officers, directors, employees, managers, members, partners, agents, shareholders (in their capacity as shareholders), attorneys, and legal representatives of the Defendants and A-Z, and the predecessors,

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<sup>1</sup> The "Canadian Class Actions" include, but are not limited to, the following cases: "*Hi! Neighbor*" *Floor Covering Co. Ltd. v. Hickory Springs Manuf. Co., et. al.*, Court File No. CV-10-15164, Ontario Superior Court of Justice; *Trillium Project Management Ltd. v. Hickory Springs Manuf. Co., et. al.*, Vancouver Registry No. S-106313, Supreme Court of British Columbia; and *Majestic Mattress Mfg. Ltd. v. Vitafoam Products Canada Ltd., et. al.*, Vancouver Registry No. VLC-S-S-106362, Supreme Court of British Columbia.

successors, heirs, executors, administrators and assigns of each of the foregoing. Other than these individuals, the term "Releasees" as defined for purposes of this Agreement includes Global Upholstery Co. Limited and Valdomco Inc., both of which are shareholders of Domfoam.

- (p) "Releasers" means each Plaintiff on its own behalf and on behalf of its respective direct and indirect parents, subsidiaries, affiliates whom it controls, their respective present and former officers, directors, employees, agents, and legal representatives, and the predecessors, successors, heirs, executors, administrators and assigns of each of the foregoing. "Releasers" does not include any Serta or Sealy licensee which has not assigned its antitrust claim in the Action to Serta or Sealy, respectively. As used in this paragraph, "affiliates" means entities controlling a Releaser.
- (q) Except as stated in paragraph ¶ 1(n)(i) & (ii) above, "Unknown Claims" means any Released Claim that any Plaintiff does not know or suspect to exist in his, her or its favor 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, or might have affected his, her or its decision not to object to this Agreement. With respect to any and all Released Claims, the Parties stipulate and agree that, upon the Effective Date, and provided that Plaintiffs' Counsel does not terminate this Agreement in accordance with the termination rights provided in ¶¶ 6(b), 6(l) or elsewhere herein, the Plaintiffs shall expressly waive the provisions,

rights and benefits equivalent to California Civil Code §1542 (to the extent it applies to the 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 OR HER SETTLEMENT WITH THE DEBTOR.

Provided that Plaintiffs' Counsel does not terminate this Agreement in accordance with the termination rights provided in ¶¶ 6(b), 6(l) or elsewhere herein, the Plaintiffs shall expressly waive 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 or foreign law, that is similar, comparable or equivalent in effect to California Civil Code § 1542. The Plaintiffs 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 Released Claims, but subject to the terms and conditions herein, and provided that Plaintiffs' Counsel does not terminate this Agreement in accordance with the termination rights provided in ¶¶ 6(b), 6(l) or elsewhere herein, each Plaintiff shall expressly have fully, finally and forever settled and released (as to the Releasees and not the Defendants) any and all Released 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 (except as explicitly provided for in ¶ 1(n)). The Plaintiffs acknowledge that the foregoing waiver was separately bargained for and a key element of the Agreement of which this release is a part.

**B. Terms and Effectuation of this Agreement**

2. **Reasonable Best Efforts to Effectuate this Agreement.** The Parties: (a) acknowledge that it is their intent to consummate this Agreement; and (b) agree to cooperate to the extent reasonably necessary to effectuate and implement the terms and conditions of this Agreement and to exercise their best efforts to accomplish the terms and conditions of this Agreement, including but not limited to fulfilling in a timely and good faith manner the cooperation and other obligations set forth in ¶ 6 below. Within two (2) calendar days after the deadline for Plaintiffs' Counsel to elect whether to terminate this Agreement pursuant to ¶ 6(b) below, and provided that Plaintiffs' Counsel does not exercise its termination rights under ¶ 6(b), Plaintiffs and Defendants shall jointly file with the Court a stipulation for the immediate suspension of the Action against the Defendants. In the interim, however, Plaintiffs' Counsel agrees to suspend the Action against Defendants until the time provided in ¶ 6(b). Pursuant to this Agreement and within three (3) business days of the entry of an Order by the Court preliminarily approving the settlement between the proposed direct purchaser class plaintiffs in MDL 2196 (see Docket No. 46) and Defendants in MDL 2196, with respect to, and only with respect to, the Defendants, the Plaintiffs shall direct that the Action be dismissed without prejudice as to the Defendants (the "Voluntary Dismissals"), with each side to bear its own attorneys' fees and costs. Defendants' obligations pursuant to this Agreement are subject to any

orders entered under the bankruptcy, restructuring or other creditor protection laws of the United States or Canada. For clarity, the pendency of the Action as against Defendants shall be subject to any other stay of such proceedings (automatic or otherwise) entered by another court, including but not limited to a United States Bankruptcy Court, as a direct or indirect result of filings made by one or more Defendants under the Bankruptcy and Insolvency Act or the Companies' Creditors Arrangement Act. Additionally, to the extent permissible by law or reasonably practicable in light of the anticipated bankruptcy, restructuring or creditor protection proceedings, if any proceeding under the bankruptcy, restructuring, or other creditor protection laws of Canada or the United States in any way impacts or impairs the Defendants' ability to fully comply with any of the obligations set forth in this Agreement, the Defendants shall use commercially reasonable efforts (to the extent of their ability to do so) to assist Plaintiffs' Counsel in seeking relief in that bankruptcy proceeding in order to allow the Defendants to fully comply with the obligations set forth in this Agreement. Such commercially reasonable efforts shall include, but are not limited to, Defendants joining (to the extent of their ability to do so) Plaintiffs' Counsel in any motions or petitions seeking such relief from the bankruptcy, insolvency, or other restructuring court(s).

**3. Effect of Bankruptcy, Restructuring or other Creditor Protection Filing.** In the event that Defendants file for any form of bankruptcy, restructuring or other creditor protection under Canadian law, including but not limited to the Bankruptcy and Insolvency Act and the Companies' Creditors Arrangement Act, and an order under Chapter 15 of the United States Bankruptcy Code is entered in a United States Bankruptcy Court, this Agreement shall remain in effect. Notwithstanding any automatic stay of proceedings entered or otherwise triggered by the filing of any form of bankruptcy, restructuring or other creditor protection under



Canadian law, the Parties to this Agreement shall fully and completely perform the terms of this Agreement, except as noted in ¶¶ 6(k) and 6(l) below, and all discovery proceedings, motion practice and other proceedings in this Action will be indefinitely stayed as to the Defendants. Notwithstanding anything in this Agreement to the contrary, including but not limited to this Agreement's provisions regarding the Voluntary Dismissal as to Defendants and the release of claims as to the Releasees (including Other Persons), and to the extent permitted by law, nothing in this Agreement shall preclude Plaintiffs from filing against Defendants a claim in any Canadian or United States bankruptcy, restructuring or other credit protection proceeding, or in any Canadian class action, which claim is based upon, arising out of or relating to facts, occurrences, transactions or other matters alleged in the Action. To the extent permitted by law, the Defendants will not object to the filing by Plaintiffs of any such claim against the Defendants in any such Canadian or United States bankruptcy, restructuring or other creditor protection proceeding, and further agree that nothing in this Agreement shall in any way impair or limit such claim against Defendants or the ability of such claimant(s) to seek recovery in any such bankruptcy, restructuring or other creditor protection proceeding for any such claim(s) against Defendants. Under no circumstances, however, shall Plaintiffs be permitted to challenge the validity, legality, or continuing effect of the Releases granted pursuant to this Agreement or the Voluntary Dismissals against the Defendants; provided, however that such Releases and/or voluntary dismissal are not asserted by any Releasee as a defense to or limitation on any claim filed on behalf of any Releasor in a Canadian or U.S. bankruptcy, restructuring or other creditor protection proceeding as against Defendants, and the parties to this Agreement covenant and agree that no such defense or limitation will be asserted against such a claim against Defendants. For purposes of clarity, the Releases granted shall remain in effect as against the Releasees in

connection with a Canadian or U.S. bankruptcy, restructuring or other creditor protection proceeding (as distinct from Canadian Class Actions as to which the Releases are not in effect), and those Releasees are free to assert them as a defense to or limitation on any in any Canadian or U.S. bankruptcy, restructuring or other creditor protection proceeding (as distinct from Canadian Class Actions).

**4. No Payments by Defendant.** Under no circumstances will the Defendants, A-Z or Other Persons be required by Plaintiffs to pay any amount of money pursuant to this Agreement to settle (as opposed to cooperate) with Plaintiffs.

**5. Releases.** Except as stated in paragraph ¶ 1(n)(i) & (ii) above, provided that Plaintiffs' Counsel does not terminate this Agreement in accordance with the termination rights provided in ¶¶ 6(b) and 6(l) below, upon the Effective Date, Releasors shall be deemed to have fully, finally, and forever, released, relinquished, and discharged all Released Claims against the Releasees (and not the Defendants), and shall be permanently barred and enjoined from instituting, commencing, or prosecuting any such Released Claim against Releasees (but not the Defendants).

- (a) In no event will the Voluntary Dismissal as to the Defendants apply, alter, negate, or have any effect whatsoever on the full and final release of Released Claims contemplated by this Agreement as to Releasees (including Other Persons).
- (b) Following the Court's entry of the Voluntary Dismissal without prejudice as to Defendants provided for in ¶ 2 above, all applicable United States (Federal and State) and Canadian limitations periods for the filing of claims, defenses, counterclaims, and/or third-party claims under United

States (Federal or State) antitrust, unfair competition, unfair practices, price discrimination, unitary pricing, trade practice, unjust enrichment, or civil conspiracy law, including, without limitation, the Sherman Antitrust Act, 15 U.S.C. Section 1 et seq., or the law of any foreign jurisdiction, shall be tolled as to the Defendants.

- (c) Neither the foregoing Release nor this Agreement is intended to, and does not, (i) prevent any Plaintiff or its Canadian parent, subsidiary, affiliate or licensee of any Plaintiff from participating as an absent or passive member of any pending litigation and/or any related settlement of a Canadian Class Action against Defendants, A-Z, Other Persons or other persons under Canadian statutory or common law regarding the manufacture, pricing, distribution or sale of polyurethane foam in Canada; (ii) submitting a proof of claim or other request for payment based on a settlement or recovery in whole or in part from Defendants, A-Z, Other Persons or other persons in a Canadian Class Action as described in (i), and (iii) being paid compensation or provided other consideration in connection with a distribution from any Canadian Class Action as described in (i) above. Defendants, A-Z and any Other Person will not contend that any such Canadian parent, subsidiary, affiliate or licensee of Plaintiff is prohibited by this Agreement from participating in any Canadian Class Action or recovery in any Canadian Class Action as described in (i) above.

C. **Cooperation**

6. **Defendants, A-Z and the Other Persons shall provide Plaintiffs with cooperation pursuant to this Agreement.** Plaintiffs' Counsel will coordinate with Direct Purchaser Class Plaintiffs' Interim Co-Lead Counsel and Indirect Purchaser Class Plaintiffs' Interim Lead Counsel to the extent practicable to minimize duplication and maximize efficiency with respect to Defendants', A-Z's and Other Persons' cooperation as set forth in this Agreement. The cooperation obligations of Defendants, A-Z and Other Persons under this Agreement extend only to Plaintiffs. Plaintiffs and their counsel agree that, unless compelled to do so by an Order of the Court or as otherwise required by law or the Federal Rules of Civil Procedure, they will not disclose any information obtained or learned from Defendants', A-Z and Other Persons' cooperation (as defined in this Section) to any person or party with whom Defendants have not entered into an agreement of settlement or dismissal. (The immediately preceding sentence does not apply to Plaintiffs' experts and consultants in the Action – who will likewise agree to the limitations in this paragraph – and is not intended to prevent Plaintiffs from using cooperation from Defendants or Other Persons to prosecute Plaintiffs' Action subject to the Stipulated Protective Order in MDL 2196.) Notwithstanding any other provision in this Agreement, the Parties to this Agreement may assert, where applicable, the work-product doctrine, the attorney-client privilege, the common interest, the joint defense privilege and/or any other applicable privilege or protection with respect to any documents, interviews, declarations and/or affidavits, depositions, testimony, material, and/or information requested under this Agreement. Any documents, declarations, affidavits, deposition testimony and information provided to Plaintiffs' Counsel pursuant to this provision shall be covered by the Stipulated Protective Order in MDL 2196 (which governs the Action). None of the cooperation provisions are intended to, nor do they, waive any such privilege or protection. Defendants and Other Persons agree that their

counsel will meet with Plaintiffs' Counsel as is reasonably necessary to discuss any applicable privilege or protection.

(a) **Approval:** The Parties agree to cooperate to the extent reasonably necessary to effectuate and implement the terms and conditions of this Agreement.

(b) **Proffers:** Beginning within five (5) business days of the Execution Date of this Agreement, and, to the extent practicable, at the same time as such a Lawyers' Proffer is made to Direct Purchaser Class Plaintiffs' Interim Co-Lead Counsel and Indirect Purchaser Class Plaintiffs' Interim Lead Counsel, or at a time mutually agreed upon by the Parties, Defendants, A-Z and Other Persons agree that their counsel will meet with Plaintiffs' Counsel to provide a general description of the polyurethane foam industry and facts and transactions regarding the subject matter of the Action (the "Lawyers' Proffer").<sup>2</sup> Within five (5) calendar days of the Lawyers' Proffer, Plaintiffs' Counsel may, at their option, elect to terminate this Agreement with no further obligation to proceed under any terms of this Agreement whatsoever, except as described in this ¶ 6(b) regarding the treatment of any information or documents provided to Plaintiffs' Counsel in connection with the Lawyers' Proffer. Plaintiffs' Counsel will, in any event, provide written notice to counsel for Defendants, A-Z and Other Persons of their decision. In the period from the making of the Lawyers' Proffer through the election (in either case) by Plaintiffs' Counsel described above, any information or document provided to Plaintiffs' Counsel during the Lawyers' Proffer shall be covered and protected from disclosure pursuant to Rule 408 of the Federal Rules of Evidence. In the event that Plaintiffs' Counsel elect to terminate this Agreement following the Lawyers' Proffer, upon notice of termination of this Agreement, any and all information provided to Plaintiffs' Counsel prior to or during the Lawyers' Proffer, and any notes taken by Plaintiffs' Counsel during the Lawyers' Proffer, shall be promptly returned to Defendants or otherwise destroyed and Plaintiffs' Counsel shall provide a letter to Defendants so stating; provided, however, that in the event of such termination, nothing in this paragraph or in this Agreement shall preclude Plaintiffs' Counsel from seeking and obtaining in discovery any document, materials, data or other information that is independently discoverable under the Federal Rules of Civil Procedure.

(c) **Production of Documents:** Beginning within fifteen (15) days of the Lawyers' Proffer, provided that Plaintiffs' Counsel does not elect to terminate this Agreement pursuant to ¶ 6(b), and subject to the receipt of any necessary consent of certain governmental authorities, the Defendants, A-Z and Other Persons shall promptly produce to Plaintiffs' Counsel all documents produced to

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<sup>2</sup> During the course of the Lawyers' Proffer, counsel for the Defendants, A-Z and Other Persons may use or refer to certain documents. Plaintiffs' Counsel shall be entitled to view these documents during the Lawyers' Proffer, but are not permitted to make or retain a copy of such documents at that time. In the event that Plaintiffs' Counsel elects not to terminate this Agreement under ¶ 6(b), any documents used or referred to during the Lawyers' Proffer will be provided to Plaintiffs' Counsel pursuant to ¶ 6(c).

any governmental authority in connection with that authority's investigation of potential price-fixing relating to the sale of polyurethane foam (the "Initial Production"). Defendants also agree to provide to Plaintiffs' Counsel, within a reasonable time frame and to the extent practicable, any documents requested by Plaintiffs' Counsel identified by the Transaction Data Protocol in the Action (Docket No. 232) or that refer or relate to specific price increases, specific customers or particular events so long as such document(s) are reasonably accessible and the burden and expense of production of such documents is similarly reasonable. Any documents produced pursuant to this Agreement shall be subject to the terms set forth in the Stipulated Protective Order in the Action. In the event of a disagreement between the Parties to this Agreement regarding the scope, burden, relevance or permissibility of any such requests, the parties will seek resolution of such disputes from the Court. For purposes of, and only for purposes of, resolving disputes under this Agreement, the Parties, A-Z and Other Persons agree that the Court would have personal jurisdiction over them to rule on the dispute. Consent to the exercise of personal jurisdiction by the Court with regard to the disputes described herein is not intended to, and in no way does, represent or concede that the Parties, A-Z or Other Persons are properly subject to the exercise of personal jurisdiction by this Court on any other matter whatsoever.

(d) **Availability of Current or Former Officers and Employees of Defendants, A-Z or Other Persons**<sup>3</sup>: In light of the pendency of related governmental matters, no current or former officer or employee of Defendants or A-Z or Other Persons may be, as of the Execution Date of this Agreement, available for any interview, declaration, affidavit, deposition or testimony referenced in ¶¶ 6(e)-(i) below. The ability and obligation to make such current and former officers and employees available for the interviews, declarations, affidavits, depositions and testimony specified in each of the aforementioned paragraphs is conditioned on the counsel for the Defendants, A-Z and/or Other Persons requesting and subsequently receiving the consent of certain governmental authorities and such individuals and their counsel to appear and/or provide information or testimony during the pendency of these related governmental matters or an Order of the Court overruling any objection by a governmental authority and stating that (i) a stay of the provision of such information or testimony is not warranted and (ii) the making available of any individual for one or more of the obligations outlined in ¶ 6 does not interfere with or otherwise adversely affect any rights or benefits received by that party or the Defendants as granted by that governmental authority to them. At such time as any of the above individuals becomes available for any interview, declaration, affidavit, deposition and testimony described in each of the aforementioned paragraphs, the Defendants shall, within ten (10) days of such individual(s) becoming so available, notify Plaintiffs' Counsel that such individual(s) is so available. The Parties to this Agreement shall use commercially reasonable

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<sup>3</sup> Each Other Person shall sign a letter agreement (in the form attached hereto as Exhibit B) to be bound by ¶¶ 6(c) through (j).

efforts, consistent with any applicable legal or ethical obligations, to secure the availability of such individuals.

(e) **Interviews:** Promptly after the entry of an Order by the Court preliminarily approving the settlement between the proposed direct purchaser class plaintiffs and Defendants in MDL 2196, or in the event that the Court does not grant preliminary approval to the settlement between the proposed direct purchaser class plaintiffs and Defendants in MDL 2196, ten (10) days after a decision by the Court refusing to grant such preliminary approval, unless the Parties otherwise agree on different timing under this paragraph, upon reasonable notice and upon satisfaction of the provisions of ¶ 6(d) as to the availability of certain individuals, and in coordination with, and if possible and practicable at the same time as made to, Direct Purchaser Class Plaintiffs' Interim Co-Lead Counsel and Indirect Purchaser Class Plaintiffs' Interim Lead Counsel, the Other Persons shall make themselves available for truthful interview(s). In addition, after entry of an Order by the Court preliminarily approving the settlement between the proposed direct purchaser class plaintiffs and Defendants in MDL 2196, or in the event that the Court does not grant preliminary approval to the settlement between the proposed direct purchaser class plaintiffs and Defendants in MDL 2196, ten (10) days after a decision by the Court refusing to grant such preliminary approval, and upon reasonable notice and upon satisfaction of the provisions of ¶ 6(d) as to the availability of certain individuals, and in coordination with, and if possible and practicable at the same time as made to, Direct Purchaser Class Plaintiffs' Interim Co-Lead Counsel and Indirect Purchaser Class Plaintiffs' Interim Lead Counsel, the Defendants and A-Z shall make available for truthful interview(s) with Plaintiffs' Counsel and/or their experts up to three (3) additional current officers, directors or employees of the Defendants and A-Z (in addition to Other Persons) as may be requested by Plaintiffs' Counsel. Any person made available for cooperation, including interviews, with Direct Purchaser Class Plaintiffs' Interim Co-Lead Counsel and Indirect Purchaser Class Plaintiffs' Interim Lead Counsel in MDL 2196 shall be made available for cooperation, including interviews, with Plaintiffs' Counsel (and, as applicable, their experts). To the extent, however, that an individual made available for cooperation is not an Other Person, the making available of that person to Plaintiffs' Counsel shall count as one of the three additional current officers, directors or employees that Defendants or A-Z are required to make available. Each Interview shall take place on a single day and shall not exceed eight hours each except for good cause. (An interview of an Other Person or an interview of a person made available by a Defendant is an "Interview.") The Interviews will not be videotaped, recorded or professionally transcribed. Defendants will also respond to reasonable follow-up inquiries (both in nature and in number) as may be made by Plaintiffs' Counsel. At Plaintiffs' Counsel's request, Defendants will meet and confer regarding any Interviews in addition to those set forth above sought by Plaintiffs' Counsel, but failing agreement between the Parties, the Parties will seek resolution of such disputes from the Court. Notwithstanding any other provision of this Agreement, in the event that Defendants believe that Plaintiffs' Counsel has unreasonably designated any current officer or employee for interview, the Parties agree to meet

and confer regarding such designation and seek resolution from the Court if necessary. The Defendants shall use commercially reasonable efforts to assist Plaintiffs' Counsel in arranging Interviews with former officers and employees of Domfoam, Valle Foam or A-Z. Plaintiffs' Counsel and the Parties to this Agreement will confer regarding the use of telephone interviews where appropriate. Other than their own legal fees and compensation for time spent cooperating under this Agreement, Defendants, A-Z and Other Persons shall not be responsible for any expenses associated with interviews granted to Plaintiffs' Counsel under this Agreement. In any event, in designating those current officers and employees of Defendants and/or A-Z for Interviews, Plaintiffs' Counsel shall communicate with counsel for any other Plaintiff or Plaintiff Class with whom the Defendants have reached an agreement of dismissal or settlement. In the event that Plaintiffs' Counsel and counsel for any other Plaintiff or Plaintiff Class designate the same individual for interviews, that individual so designated shall only be made available for a single interview. Defendants, A-Z and Other Persons shall provide Plaintiffs' Counsel with notice of any person proposed by any other Plaintiff or the Plaintiff Class for interview or other cooperation under this paragraph and provide Plaintiffs in this Agreement with the opportunity to participate in that cooperation.

(f) **Disclosure of Information Provided:** In no event shall any of the information or documents provided to Plaintiffs' Counsel pursuant to the Lawyers' Proffer, Production of Documents (pursuant to ¶ 6(c)), or Interviews (pursuant to ¶ 6(e)) be in any way shared, disseminated, exchanged or otherwise revealed to any plaintiff or potential claimant in MDL 2196, including its counsel, or plaintiff or potential claimant in the Canadian Class Actions, including its counsel, other than an individual or entity that is a signatory to an agreement with the Defendants which provides for a settlement or dismissal as to Defendants (including A-Z) and the release of the Released Claims against Releasees prior to such time as that information or document is produced or otherwise made available in the ordinary course of MDL 2196. Nothing in this paragraph prevents Plaintiffs' Counsel from providing information gathered as a result of cooperation from Defendants, A-Z or Other Persons (except information provided in the Lawyers' Proffer in the event Plaintiffs' Counsel elects to terminate this Agreement pursuant to ¶ 6(b)) to Plaintiffs' experts and consultants, and using such information from Defendants, A-Z or Other Persons in the prosecution of Plaintiffs' Action subject to the Protective Order in MDL 2196.

(g) **Declarations and Affidavits:** Promptly after the entry of an Order by the Court preliminarily approving the settlement between the proposed direct purchaser class plaintiffs and Defendants in MDL 2196, or in the event that the Court does not grant preliminary approval to the settlement between the proposed direct purchaser class plaintiffs and Defendants in MDL 2196, ten (10) days after a decision by the Court refusing to grant such preliminary approval, unless the Parties otherwise agree on different timing under this paragraph, upon reasonable notice and upon satisfaction of the provisions of ¶ 6(d) as to the availability of certain individuals, and in coordination with, and if possible and practicable at the



same time as made to, Direct Purchaser Class Plaintiffs' Interim Co-Lead Counsel and Indirect Purchaser Class Plaintiffs' Interim Lead Counsel, the Other Persons shall make themselves available to Plaintiffs' Counsel and the Defendants and A-Z shall make available up to three (3) additional current officers, directors or employees of the Defendants and A-Z (in addition to Other Persons) as may be requested by Plaintiffs' Counsel for the preparation of truthful declarations and/or affidavits in connection with motions to dismiss, discovery motions, and summary judgment motions, subject to the availability of such officers, directors or employees. At Plaintiffs' Counsel's request, Defendants will meet and confer regarding declarations and affidavits from any individuals in addition to those set forth above, but failing agreement the Parties shall seek resolution by the Court. Defendants and A-Z will also make current officers, directors and employees available to provide declarations and/or affidavits regarding the authentication of documents (such declarations and/or affidavits shall not count towards the three (3) permitted pursuant to this paragraph). Notwithstanding any other provision of this Agreement, in the event that Defendants believe that Plaintiffs' Counsel has unreasonably designated any current officer, director or employee for the preparation of truthful declarations and/or affidavits, the Parties agree to meet and confer regarding such designation and seek resolution from the Court if necessary. The Defendants shall use commercially reasonable efforts to assist Plaintiffs' Counsel in arranging for such declarations and/or affidavits from former officers, directors and employees of Defendants or A-Z for such purposes. Other than their own legal fees and compensation for their time spent cooperating under this Agreement, Defendants, A-Z and Other Persons shall not be responsible for any expenses associated with the preparation of declarations or affidavits. In any event, in designating those current officers, directors and employees of Defendants or A-Z for the preparation of truthful declarations and/or affidavits, Plaintiffs' Counsel shall communicate with counsel for any other Plaintiff or Plaintiff Class with whom the Defendants have reached an agreement of dismissal or settlement. Subject to ¶ 6(j), in the event that Plaintiffs' Counsel and counsel for any other Plaintiff or Plaintiff Class designate the same individual for the preparation of truthful declarations and/or affidavits, that individual so designated shall prepare only a single declaration and/or affidavit.

(h) **Depositions:** Promptly after the entry of an Order by the Court preliminarily approving the settlement between the proposed direct purchaser class plaintiffs and Defendants in MDL 2196, or in the event that the Court does not grant preliminary approval to the settlement between the proposed direct purchaser class plaintiffs and Defendants in MDL 2196, ten (10) days after a decision by the Court refusing to grant such preliminary approval, unless the Parties otherwise agree on different timing under this paragraph, upon reasonable notice and upon satisfaction of the provisions of ¶ 6(d) as to the availability of certain individuals, and in coordination with, and if possible and practicable at the same time as made to, Direct Purchaser Class Plaintiffs' Interim Co-Lead Counsel and Indirect Purchaser Class Plaintiffs' Interim Lead Counsel, the Other Persons shall make themselves available and Defendants and A-Z shall make available for truthful deposition(s) in the Action up to three (3) current employees, officers or

directors of Defendants and/or A-Z (in addition to Other Persons) as may be requested by Plaintiffs' Counsel. At Plaintiffs' Counsel's request, Defendants and A-Z will meet and confer regarding any individuals in addition to those set forth above, but failing agreement the Parties will seek resolution by the Court. Written notice by Plaintiffs' Counsel upon Defendants' counsel shall constitute sufficient service for such depositions. Defendants shall use commercially reasonable efforts to assist Plaintiffs' Counsel in arranging the deposition of former officers and employees of Defendants and A-Z. Notwithstanding any other provision of this Agreement, in the event that Defendants believe that Plaintiffs' Counsel has unreasonably designated any current officer or employee for deposition, the Parties agree to meet and confer regarding such designation and seek resolution from the Court if necessary. Other than their own legal fees and compensation for their time spent cooperating under this Agreement, Defendants, A-Z and Other Persons shall not be responsible for any expenses associated with depositions noticed pursuant to this Agreement. In any event, in designating those current officers and employees of Defendants or A-Z for depositions, Plaintiffs' Counsel shall communicate with counsel for any other Plaintiff or Plaintiff Class with whom the Defendants have reached an agreement of dismissal or settlement. Subject to ¶ 6(j), in the event that Plaintiffs' Counsel and counsel for any other Plaintiff or Plaintiff Class designate the same individual for deposition, that individual so designated shall only be made available for a single deposition.

(i) **Testimony at Trial:** Upon reasonable notice and upon satisfaction of the provisions of ¶ 6(d) as to the availability of certain individuals, the Other Persons shall make themselves available and Defendants and A-Z shall make available for truthful testimony at trial up to three (3) additional current officers and employees of Defendants and A-Z (in addition to Other Persons) designated by Plaintiffs' Counsel, who possess information, based on Plaintiffs' Counsel's good faith belief, that would assist Plaintiffs in trial of the Plaintiffs' claims as alleged in the Action, subject to the availability of such officers or employees. Defendants and A-Z shall use commercially reasonable efforts to assist Plaintiffs' Counsel in arranging for the appearance of former officers and employees at trial. Notwithstanding any other provision of this Agreement, Defendants, A-Z and Other Persons shall not be obligated to bear the costs (other than attorneys' fees) of testimony of themselves (in the case of Other Persons) or any current or former officers and employees (in the cases of Defendants and A-Z). Notwithstanding any other provision of this Agreement, in the event that the Defendants believe that Plaintiffs' Counsel has unreasonably designated any current officer or employee for testimony at trial, the parties agree to meet and confer regarding such designation and seek resolution from the Court if necessary. Defendants acknowledge that if there are multiple trials of Plaintiffs' claims, or if the claims of some plaintiffs are tried at a different time and/or in a different court than Plaintiffs' Action, then Parties and people designated to testify under this paragraph may be required to testify in more than one trial.

(j) **Additional Requests:** Defendants, A-Z and Other Persons recognize that Plaintiffs, and other direct action plaintiffs, have separate lawsuits from the direct and indirect class plaintiffs, including some lawsuits filed in transferor jurisdictions. The Parties thus acknowledge and agree that circumstances may arise in which Plaintiffs require a declaration, affidavit, deposition or trial testimony which is not needed, or is needed in addition to, any declaration, affidavit, deposition or trial testimony provided by Defendants, A-Z or Other Persons to other plaintiffs. While Plaintiffs will endeavor in good faith to coordinate with other plaintiffs and Class Plaintiffs in obtaining declarations, affidavits, depositions and trial testimony, and Plaintiffs will not request separate declarations, affidavits, depositions or trial testimony if not genuinely needed, Defendants, A-Z and Other Persons agree that if Plaintiffs Counsel request affidavits, declarations, depositions or trial testimony separate from what Defendants or Other Persons are providing to the Class Plaintiffs or other plaintiffs in MDL 2196, then Defendants, A-Z and Other Persons will not unreasonably withhold their consent to provide such declarations, affidavits, depositions or trial testimony. Any dispute regarding the immediately preceding sentence shall be resolved by the Court.

(k) **Obligations in light of Bankruptcy, Restructuring or other Creditor Protection Proceedings:** The obligations of or requests made to Defendants and A-Z under ¶ 6 (other than the Lawyers' Proffer and the Initial Production), including, but not limited to, any subsequent requests for the production of or access to documents by Plaintiffs' Counsel, shall be contingent upon the Defendants' and A-Z's legal abilities to meet such obligations or requests subsequent to the filing of a form of bankruptcy, restructuring or other creditor protection under Canadian law. For example, after the filing of any such form of bankruptcy, Defendants and A-Z may no longer have access to certain facilities or records. In this regard, none of the obligations described in ¶ 6 shall obligate the Defendants and A-Z or their counsel to provide access to, produce or otherwise make available information or documents the Defendants and A-Z are no longer physically able or legally permitted to access. For purposes of clarity, to the extent the Defendants continue to have access to such information or documents following a bankruptcy, restructuring or other creditor protection filing, the obligations outlined above shall, subject to any of the conditions otherwise specified, continue in full force and effect. Nothing in this paragraph, except a material breach of this Agreement by Plaintiffs, shall affect or limit Defendants' obligations under the last two sentences of paragraph 2 of this Agreement and the obligations imposed under those two sentences are incorporated by reference as if fully restated herein.

(l) **Termination:** Defendants', A-Z's and the Other Persons' obligations to cooperate under the Agreement terminate when final judgment has been rendered, with no remaining rights of appeal, in the Action against all other defendants in the Action. In the event of an alleged breach by either Party to this Agreement, A-Z, or Other Persons, the non-breaching Party shall have the right to apply to the Court for specific performance. The Parties, A-Z, and Other Persons

specifically agree that the Court would have personal jurisdiction over them for purposes of determining whether an alleged breach of this Agreement has occurred and ordering specific performance.<sup>4</sup> In no event (except as explicitly provided for in ¶ 6(b)) shall any Party, A-Z or Other Person be permitted to unilaterally terminate this Agreement. If the Court finds a Party or A-Z to have materially breached this Agreement, or finds that A-Z or an Other Person has materially breached his letter agreement (including by failing to comply with the obligations set forth in ¶ 6), and orders specific performance as to that Party, A-Z or Other Person, and that Party, A-Z or Other Person nonetheless fails to comply with such an order, the Agreement shall be terminated as to that, and only that, Party, A-Z or Other Person. For purposes of clarity, if the Court finds that A-Z or an Other Person has materially breached his letter agreement with Plaintiffs but does not order specific performance as to that A-Z or Other Person, and A-Z or such Other Person is capable of performing, but nonetheless does not specifically cure his, her or its material breach, the letter agreement shall be terminated as to A-Z only or that, and only that, Other Person. In the event that the Court finds A-Z or an Other Person not to have materially breached its or his letter agreement, then that letter agreement shall remain in effect as to A-Z or that Other Person. Further, in no event shall any Other Person's actual or alleged breach of any of the obligations described in ¶ 6 in any way apply, alter, negate, or have any effect whatsoever on (i) the dismissal without prejudice of the Action as to the Defendants or (ii) the full and final release of Claims contemplated by this Agreement as to Releasees, including Other Persons, and the present and former officers, directors, employees, managers, members, partners, agents, shareholders (in their capacity as shareholders), attorneys, and legal representatives of the Defendants and A-Z, and the predecessors, successors, heirs, executors, administrators and assigns of each of the Defendants and A-Z.

**7. No Liability for Fees and Expenses of Counsel for Plaintiffs in this Action.**

The Releasees shall have no responsibility for, and no liability whatsoever with respect to, any award to Plaintiffs' Counsel in this Action for attorneys' fees or reimbursement of expenses from any future settlement, and/or to any other Person who may assert some claim thereto, or any award of such attorneys' fees, reimbursement of expenses or other claim that the Court may make in the Action.

**D. Conditions of Agreement, Effect of Disapproval, Cancellation or Termination**

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<sup>4</sup> Consent to the exercise of personal jurisdiction by the Court with regard to the disputes described herein is not intended to, and in no way does, represent or concede that the Parties, A-Z or Other Persons are properly subject to the exercise of personal jurisdiction by this Court on any other matter whatsoever.

8. **Effective Date.** This Agreement shall become final on the date (the "Effective Date") that the Court has entered the Voluntary Dismissal as to Defendants with regard to the Action. On the Execution Date of this Agreement, the Parties shall be bound by its terms, and this Agreement shall not be rescinded unless in accordance with terms provided herein.

9. **Failure of Effective Date to Occur.** If all of the conditions specified in ¶ 8 are not met, then this Agreement shall be cancelled and terminated, subject to and in accordance with ¶ 10 below, unless the Parties mutually agree in writing to proceed with this Agreement. To the extent that Defendants do not file a form of bankruptcy, restructuring or creditor protection under Canadian law, including but not limited to the Bankruptcy and Insolvency Act or the Companies' Creditors Arrangement Act and Chapter 15 of the United States Bankruptcy Code, on or before January 31, 2012, or if after such a filing is made, Defendants fail to qualify for bankruptcy, restructuring or creditor protection (as appropriate), this Agreement shall be null and void and the respective parties' rights and positions shall be as set forth in paragraph 10 below.

10. **Termination.** In the event that the Effective Date does not occur (i.e., the Court does not enter the Voluntary Dismissal) or this Agreement should terminate, or be cancelled, or otherwise fail to become effective for any reason, including, without limitation, in the event that Plaintiffs elect to exercise their rights pursuant to ¶ 6(b) of this Agreement, then:

- (a) the Parties shall be restored to their respective positions in the Action as of the Execution Date, with all of their respective claims and defenses, preserved as they existed on that date;
- (b) the terms and provisions of this Agreement shall be null and void and shall have no further force or effect with respect to the Parties, A-Z, Other Parties and the Releasers and Releasees, and neither the existence nor the

terms of this Agreement (nor any negotiations preceding this Agreement nor any acts performed pursuant to, or in furtherance of, this Agreement) shall be used in the Action or in any other action or proceeding for any purpose (other than to enforce the terms remaining in effect); and

- (c) any order entered by the Court in accordance with the terms of this Agreement shall be treated as vacated, nunc pro tunc, and Defendants agree to consent to the entry of an Order vacating the Voluntary Dismissal which the Parties previously had filed with the Court.

**E. No Admission of Liability**

**11. Final and Complete Resolution.** Plaintiffs, Defendants, A-Z and Other Persons intend for this Agreement to be a final and complete resolution of all disputes or possible disputes between them with respect to the Action and to compromise claims that are or would be contested, and it shall not be deemed an admission by any Party to this Agreement as to the merits of any claim or defense or any allegation made in the Action.

**12. Use of Agreement as Evidence.** Neither this Agreement nor any of its provisions, nor any act performed or document executed pursuant to or in furtherance of this Agreement (including, but not limited to, the Lawyers' Proffer whether or not Plaintiffs subsequently exercise their right to terminate this Agreement): (a) is or may be deemed to be or may be used as an admission of, or evidence of, the validity of any Released Claim, of any allegation made in the Action, or of any wrongdoing or liability of any party to this Agreement; or (b) is or may be deemed to be or may be used as an admission of, or evidence of, any liability, fault or omission of the Releasees in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal. Neither this Agreement nor any act performed or document executed

pursuant to or in furtherance of this Agreement shall be admissible in any proceeding for any purpose, except to enforce the terms of the Agreement, and except that the Defendants and Other Persons may file this Agreement under seal in any action in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

**F. Miscellaneous Provisions**

**13. Voluntary Agreement.** The Parties agree that the terms of the Agreement as described herein were negotiated in good faith by the parties, and reflect an agreement that was reached voluntarily after consultation with competent legal counsel.

**14. Consent to Jurisdiction.** The Parties to this Agreement hereby irrevocably submit to the exclusive jurisdiction of the Court only for the specific purpose of any suit, action, proceeding or dispute arising out of or relating to this Agreement or the applicability of this Agreement.

**15. Resolution of Disputes; Retention of Exclusive Jurisdiction.** Any disputes between or among and/or between the Parties to this Agreement concerning matters contained in this Agreement shall, if they cannot be resolved by negotiation and agreement, be submitted to the Court. The Court shall retain exclusive jurisdiction over the implementation and enforcement of this Agreement.

**16. Binding Effect.** This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the parties hereto.

17. **Authorization to Enter Agreement.** The undersigned representatives of Plaintiffs and Defendants represent that they are fully authorized to enter into and to execute this Agreement on behalf of Plaintiffs and Defendants, respectively.

18. **Notices.** All notices under this Agreement shall be in writing. Each such notice shall be given either by (a) e-mail, (b) hand delivery, (c) registered or certified mail, return receipt requested, postage pre-paid, (d) Federal Express or similar overnight courier, or (e) facsimile and first class mail, postage pre-paid, and, if directed to Plaintiffs shall be sent to Plaintiffs' Counsel at their address set forth on the signature page of this Agreement, and if directed to Defendants, shall be addressed to their attorneys at the address set forth on the signature pages of this Agreement, or such other addresses as Plaintiffs' Counsel or Defendants counsel may designate, from time to time, by giving notice to all Parties in the manner described in this paragraph.

19. **No Conflict Intended.** The headings used in this Agreement are intended for the convenience of the reader only and shall not affect the meaning or interpretation of this Agreement.

20. **No Party Deemed to Be the Drafter.** None of the Parties hereto shall be deemed to be the drafter of this Agreement or any provision hereof for the purpose of any statute, case law or rule of interpretation or construction that would or might cause any provision to be construed against the drafter hereof.

21. **Choice of Law.** This Agreement and its Exhibits shall be considered to have been negotiated, executed and delivered, and to be wholly performed, in the State of Ohio, and the rights and obligations of the parties to this Agreement shall be construed and enforced in



accordance with, and governed by, the internal, substantive laws of the State of Ohio without giving effect to that State's choice of law principles.

**22. Amendment; Waiver.** This Agreement shall not be modified in any respect except by a writing executed by all the Parties, and the waiver of any rights conferred hereunder shall be effective only if made by written instrument of the waiving party. The waiver by any Party of any breach of this Agreement shall not be deemed or construed as a waiver of any other breach, whether prior, subsequent or contemporaneous, of this Agreement.


**23. Execution in Counterparts.** This Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument. Counsel for the Parties to this Agreement shall exchange among themselves original signed counterparts and a complete set of executed counterparts shall be filed with the Court.

**24. Integrated Agreement.** This Agreement constitutes the entire agreement between the Parties and no representations, warranties or inducements have been made to any Party concerning this Agreement other than the representations, warranties and covenants contained and memorialized herein.

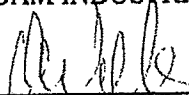
**25. Confidentiality.** Until such time as (i) the five-day period specified in ¶ 6(b) has expired and (ii) Plaintiffs' Counsel have elected either to continue in or terminate this Agreement, Plaintiffs' Counsel may not disclose to any individual or entity other than Plaintiffs the terms and conditions of this Agreement or the fact of its negotiation. Disclosure to parties other than those specified in this paragraph is permitted only after (i) the expiration of the five-day period specified in ¶ 6(b) and (ii) Plaintiffs' Counsel's election to continue in or terminate this Agreement. Additionally, the Parties agree that, except for purpose of enforcing any term of this

Agreement, this Agreement, including all terms and conditions, shall remain confidential and not disclosed to any other person except for the Parties and their counsel.

**IN WITNESS WHEREOF**, the Parties, through their fully authorized representatives, have executed this Agreement as of the date first herein above written.

By:   
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DEFENDANTS DOMFOAM INTERNATIONAL INC.  
AND VALLE FOAM INDUSTRIES (1995) INC.

By:   
Tony Vallecoccia  
President, Valle Foam Industries (1995) Inc.

APPROVED AS TO FORM BY OUTSIDE COUNSEL TO  
DEFENDANTS DOMFOAM INTERNATIONAL INC.  
AND VALLE FOAM INDUSTRIES (1995) INC.

By: \_\_\_\_\_  
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DEFENDANTS DOMFOAM INTERNATIONAL INC.  
AND VALLE FOAM INDUSTRIES (1995) INC.

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

Tony Vallecoccia  
President, Valle Foam Industries (1995) Inc.

APPROVED AS TO FORM BY OUTSIDE COUNSEL TO  
DEFENDANTS DOMFOAM INTERNATIONAL INC.  
AND VALLE FOAM INDUSTRIES (1995) INC.

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


  
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EXHIBIT A

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF OHIO

IN RE: POLYURETHANE FOAM ANTITRUST  
LITIGATION

MDL Docket No. 2196

Index No. 10-MD-2196(JZ)

This document relates to:

Hon. Jack Zouhary

Sealy Corporation, et al v. Carpenter Co., et al,  
Case No: 1:11-pf-10007 (JZ) (N.D. Ohio)

**STIPULATION FOR DISMISSAL, WITHOUT PREJUDICE, OF THE SEALY  
PLAINTIFFS' CLAIMS AGAINST DEFENDANTS DOMFOAM AND VALLE FOAM**

In accordance with Rule 41 of the Federal Rules of Civil Procedure, Plaintiffs Sealy Corporation, Select Comfort Corporation, National Bedding Company L.L.C. d/b/a Serta Mattress Company, Simmons Bedding Company, Tempur-Pedic International, Inc. and La-Z-Boy Incorporated (individually and collectively the "Sealy Plaintiffs") and Defendants Domfoam International Inc. ("Domfoam") and Valle Foam Industries (1995) Inc. ("Valle Foam") stipulate and agree to the dismissal, without prejudice, of the Sealy Plaintiffs' claims against Defendants Domfoam and Valle Foam with each side bearing their own attorneys' fees and costs. The Sealy Plaintiffs and Defendants Domfoam and Valle Foam further stipulate and agree to this Court's continuing jurisdiction for purposes of enforcing the settlement between the Sealy Plaintiffs and Defendants Domfoam and Valle Foam. This Stipulation of dismissal, without prejudice, is intended to be without prejudice to the Sealy Plaintiffs' claims against any other Defendants or

co-conspirators in the above-captioned case. A proposed Order of dismissal, without prejudice, accompanies this Stipulation as Exhibit "1."

Dated: \_\_\_\_\_, 2012

Respectfully submitted,

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By: \_\_\_\_\_  
Counsel for Sealy Plaintiffs

-- and --

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By: \_\_\_\_\_  
Counsel for Defendants Domfoam and  
Valle Foam

**CERTIFICATE OF SERVICE**

I certify that on \_\_\_\_\_, 2012, I caused a true and correct copy of the foregoing document to be filed and served electronically on counsel for the parties.

By \_\_\_\_\_  
William J. Blechman

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF OHIO**

IN RE: POLYURETHANE FOAM ANTITRUST  
LITIGATION

**MDL Docket No. 2196**

**Index No. 10-MD-2196(JZ)**

This document relates to:

**Hon. Jack Zouhary**

Sealy Corporation, et al v. Carpenter Co., et al,  
Case No: 1:11-pf-10007 (JZ) (N.D. Ohio)

**ORDER OF DISMISSAL, WITHOUT PREJUDICE, OF THE SEALY PLAINTIFFS'  
CLAIMS AGAINST DEFENDANTS DOMFOAM AND VALLE FOAM**

This cause is before the Court pursuant to Rule 41, Fed.R.Civ.P., on the Stipulation of Plaintiffs Sealy Corporation, Select Comfort Corporation, National Bedding Company L.L.C. d/b/a Serta Mattress Company, Simmons Bedding Company, Tempur-Pedic International, Inc. and La-Z-Boy Incorporated (individually and collectively the "Sealy Plaintiffs") and Defendants Domfoam International Inc. ("Domfoam") and Valle Foam Industries (1995) Inc. ("Valle Foam") to dismiss, without prejudice, the Sealy Plaintiffs' claims against Defendants Domfoam and Valle Foam in the above-captioned case with each side bearing its own attorneys' fees and costs. The Court has considered the Stipulation, the record in the case, and being otherwise advised, it is

Ordered and Adjudged that the Stipulation for the dismissal without prejudice of the Sealy Plaintiffs' claims against Defendants Domfoam and Valle Foam in the above-captioned case with each side bearing its own attorneys' fees and costs be and the same is Accepted. Accordingly, it is



Ordered and Adjudged that the claims in the above-captioned case of Plaintiffs Sealy Corporation, Select Comfort Corporation, National Bedding Company L.L.C. d/b/a Serta Mattress Company, Simmons Bedding Company, Tempur-Pedic International, Inc. and La-Z-Boy Incorporated against Defendant Domfoam and Defendant Valle Foam be and the same are Dismissed, Without Prejudice, with each side bearing its own attorneys' fees and costs. The Court retains jurisdiction of this matter for purposes of enforcing the settlement between the Sealy Plaintiffs and Defendants. This Order of dismissal, without prejudice, is without prejudice to the Sealy Plaintiffs' claims against any other Defendants or co-conspirators in the above-captioned case.

Done and Ordered in Chambers in Toledo, Ohio this \_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
United States District Judge

cc: counsel of record

**EXHIBIT B**  
**LETTER AGREEMENT**

[DATE]

This letter agreement, by and among Plaintiffs' Counsel and [A-Z or Individual] in his capacity as a current or former officer, director, employee, shareholder, manager, member, partner, or agent of Defendant Domfoam International Inc., Defendant Valle Foam Industries (1995) Inc, or A-Z Sponge & Foam Products Ltd. or any of their respective parents, subsidiaries, shareholders, or affiliates, incorporates each and every provision of the Settlement Agreement made and entered into on [DATE], by and between the Defendants and Plaintiffs.

[Individual] [A-Z] hereby agrees to abide by each and every provision of the above-referenced Settlement Agreement, including but not limited to those cooperation obligations referenced in ¶ 6 of the Settlement Agreement), in consideration of the release of certain claims ("Released Claims," as specified in ¶ 1(n) of the Settlement Agreement) pursuant to ¶ 5 as to such individual, his predecessors, successors, heirs, executors, shareholders, administrators and assigns.

IN WITNESS WHEREOF, the parties hereto, through their fully authorized representatives, have executed this agreement as of the date first herein above written.

By: \_\_\_\_\_  
William J. Blechman  
wblechman@knpa.com  
KENNY NACHWALTER P.A.  
201 South Biscayne Blvd.  
Suite 1100  
Miami, Florida 33131  
Tel: (305) 305-373-1000  
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[INDIVIDUAL] or [A-Z counsel]

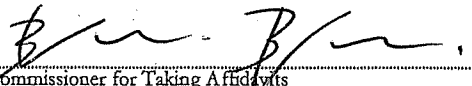
By: \_\_\_\_\_  
[Name]  
[Title]

---

This is Exhibit "K" referred to  
in the Affidavit of Tony Vallecoccia

Sworn this 11th

day of January, 2012.

  
.....  
A Commissioner for Taking Affidavits

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**CANADIAN POLYURETHANE FOAM CLASS ACTIONS  
NATIONAL SETTLEMENT AGREEMENT**

Made as of January 10, 2012

Between

**“HI! NEIGHBOR” FLOOR COVERING CO. LIMITED, MAJESTIC MATTRESS MFG.  
LTD, TRILLIUM PROJECT MANAGEMENT LTD., OPTION CONSOMMATEURS  
and KARINE ROBILLARD**

(the “Plaintiffs”)

and

**DOMFOAM INTERNATIONAL, INC., VALLE FOAM INDUSTRIES (1995) INC.,  
A-Z SPONGE & FOAM PRODUCTS LTD.**

(the “Domfoam Defendants”)

and

**DEAN BRAYIANNIS**

(the “Brayiannis Defendant”)

and

**BRUCE BRADLEY, MICHAEL CAPPUCCINO, PIETRO (PETER) FOTI,  
DUKE GREENSTEIN, JOHN HOWARD, DALE MCNEIL,  
JAMES WILLIAM SPROULE, ROBERT VALLE,  
TONY VALLECOCCIA and FRED ZICKMANTEL**

(the “Individual Settling Parties”)

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**CANADIAN POLYURETHANE FOAM CLASS ACTIONS  
NATIONAL SETTLEMENT AGREEMENT**

**RECITALS**

A. WHEREAS the Ontario Plaintiffs and the B.C. Plaintiffs have respectively commenced the Ontario Proceedings and the B.C. Proceedings which allege that the Defendants, including the Domfoam Defendants, participated in an unlawful conspiracy to raise, fix, maintain or stabilize the price of Foam Products in Canada and/or to allocate markets and customers for the sale of Foam Products in Canada, contrary to Part VI of the *Competition Act* and common law;

B. AND WHEREAS the Ontario Plaintiffs have named the Brayianis Defendant, an employee of the Domfoam Defendants, as an individual defendant in the Ontario Proceedings;

C. AND WHEREAS the Quebec Plaintiffs have commenced the Quebec Proceeding which alleges that one Defendant and other unnamed co-conspirators participated in an unlawful conspiracy to raise, fix, maintain or stabilize the price of Foam Products in Canada and/or to allocate markets and customers for the sale of Foam Products in Canada, contrary to Part VI of the *Competition Act* and the civil law, but whereas the Quebec Plaintiffs have not pleaded the Domfoam Defendants or the Brayianis Defendant as named parties to the Quebec Proceeding;

D. AND WHEREAS the Domfoam Defendants believe that they are not liable in respect of the claims as alleged in the Proceedings, and whereas the Domfoam Defendants believe that they have good and reasonable grounds to oppose certification/authorization of the Proceedings as class proceedings and have good and reasonable defences in respect of the merits of the Proceedings;

E. AND WHEREAS the Domfoam Defendants assert that they would actively pursue and vindicate their defences in respect of certification/authorization and the merits during the course of the certification/authorization process, during the course of



discovery and during the course of trial if the Plaintiffs continued the Proceedings against them in the respective Courts;

F. AND WHEREAS the Domfoam Defendants are currently facing very difficult financial circumstances and are currently operating in a precarious and unprofitable financial position, and whereas the Domfoam Defendants intend to file for creditor protection and/or insolvency relief in Canada and/or the U.S. in the near future, including but not limited to a filing under the *Companies' Creditors Arrangement Act*, the *Bankruptcy and Insolvency Act*, the U.S. Bankruptcy Code and/or under related legislation in Canada and/or the U.S.;

G. AND WHEREAS in light of the anticipated filing by the Domfoam Defendants for creditor protection and/or insolvency relief in Canada and/or the U.S., the Plaintiffs and Class Counsel have determined that it is in the best interests of the Settlement Class to reach a resolution with the Domfoam Defendants whereby the Proceedings will be discontinued without prejudice as against the Domfoam Defendants, whereby the Plaintiffs and the Settlement Class Members will preserve their rights to assert claims in respect of the Domfoam Defendants in the Restructuring Process, whereby the Plaintiffs and the Settlement Class Members will secure access to cooperation and discovery from the Domfoam Defendants and whereby the Plaintiffs and the Settlement Class Members will otherwise preserve their rights to pursue full joint and several liability as against the Non-Settling Defendants in the ongoing Proceedings;

H. AND WHEREAS in addition, the Plaintiffs and Class Counsel have determined that there would be substantial benefits for the Settlement Class in securing access to cooperation from the Brayianis Defendant and the Individual Settling Parties who are current and/or former officers, employees and agents of the Domfoam Defendants, and whereas the Plaintiffs and Class Counsel have determined that it is in the best interests of the Plaintiffs and the Settlement Class to reach a resolution with the Brayianis Defendant and the Individual Settling Parties as part of a settlement with the Domfoam Defendants;

I. AND WHEREAS, despite their belief that they have good and reasonable grounds to oppose certification/authorization of the Proceedings as class proceedings, and have good and reasonable defences in respect of the merits, the Domfoam Defendants, the Brayianis Defendant and the Individual Settling Parties have negotiated and entered into this Settlement Agreement to avoid the further expense, inconvenience, and burden of this litigation and any other present or future litigation arising out of the facts that gave rise to this litigation and to achieve a resolution of all claims asserted or which could have been asserted against them by the Plaintiffs on their own behalf and on behalf of the classes they seek to represent, and to avoid the risks inherent in uncertain, complex and protracted litigation, and thereby to put to rest this controversy involving the Domfoam Defendants, the Brayianis Defendant and the Individual Settling Parties, subject to the preservation of certain ongoing rights of the Plaintiffs and the Settlement Class Members in respect of the discontinuance as against the Domfoam Defendants and in respect of the Restructuring Process as specifically set out in this Settlement Agreement;

J. AND WHEREAS as part of this resolution, the Domfoam Defendants have agreed to cooperate with the Plaintiffs and Class Counsel by providing truthful information (to the extent that such information is in the possession, custody or control of the Domfoam Defendants and/or is accessible to the Domfoam Defendants following a filing for creditor protection and/or insolvency protection in Canada or in the U.S.) related to the sale and distribution of Foam Products in Canada and/or the claims that have been asserted by the Plaintiffs and Class Counsel against the Non-Settling Defendants and other named or unnamed co-conspirators in the Proceedings;

K. AND WHEREAS, as part of this resolution, certain of the Individual Settling Parties, namely the Contributing Individual Settling Parties, have agreed to make a settlement payment for the benefit of the Settlement Class in exchange for a full and final release, in light of their potential risks of personal liability as residents of Canada that are subject to the jurisdiction of the Courts, the risks inherent in uncertain, complex and protracted litigation, and to avoid the further expense, inconvenience, and burden of this litigation, on the condition that the Individual Settling Parties receive a full and final release of all claims asserted or which could have been asserted against them by the

Plaintiffs on their own behalf and on behalf of the classes they seek to represent in the Proceedings;

L. AND WHEREAS, as part of this resolution, the Brayiannis Defendant and the Individual Settling Parties have agreed to cooperate with the Plaintiffs and Class Counsel by providing truthful information related to the sale and distribution of Foam Products in Canada and/or the claims that have been asserted by the Plaintiffs and Class Counsel against the Non-Settling Defendants and other named or unnamed co-conspirators in the Proceedings;

M. AND WHEREAS, as part of this resolution, in recognition of the existence of certain notice costs related to the implementation of this Settlement Agreement, the Domfoam Defendants have agreed to assign their potential interest in respect of certain limited and future distribution proceeds arising from a claim of the Domfoam Defendants in connection with the U.S. Urethane Proceedings up to a fixed maximum amount, on the understanding that any and all risk related to the validity or enforceability of such assignment or the collectability of such proceeds shall be borne entirely by the Plaintiffs and/or the Settlement Class and any failure of the assignment or any inability to recover such proceeds shall not give rise to any right of termination under this Settlement Agreement;

N. AND WHEREAS counsel for the Domfoam Defendants, counsel for the Brayiannis Defendant, counsel for the Individual Settling Parties and counsel for the Plaintiffs have engaged in extensive arm's-length settlement discussions and negotiations, resulting in this Settlement Agreement relating to Canada;

O. AND WHEREAS as a result of these settlement discussions and negotiations, the Domfoam Defendants, the Brayiannis Defendant, the Individual Settling Parties and the Plaintiffs have entered into this Settlement Agreement, which embodies all of the terms and conditions of the settlement between the Domfoam Defendants, the Brayiannis Defendant, the Individual Settling Parties and the Plaintiffs, both individually and on behalf of the Settlement Class, subject to approval of the Courts;

P. AND WHEREAS the Plaintiffs and Class Counsel have reviewed and fully understand the terms of this Settlement Agreement and, based on their analyses of the facts and law applicable to the Plaintiffs' claims, and having regard to the proposed discontinuance of proceedings against the Domfoam Defendants, the implications of a filing by the Domfoam Defendants for creditor protection and/or insolvency relief, the value of the Settlement Amount to be paid by the Individual Settling Parties, the potential value of the Assignment, the value of cooperation to be provided by the Domfoam Defendants, the Brayianis Defendant and the Individual Settling Parties, the burdens and expense in prosecuting the Proceedings, including the risks and uncertainties associated with trials and appeals and the risks associated with recovery and collectability of any potential judgment, the Plaintiffs and Class Counsel have concluded that this Settlement Agreement is fair, reasonable and in the best interests of the Plaintiffs and the classes they seek to represent in the Proceedings;

Q. AND WHEREAS the Plaintiffs have agreed to accept this settlement, in part, because of the significant value of the cooperation of the Domfoam Defendants, the Brayianis Defendant and the Individual Settling Parties agree to render or make available to the Plaintiffs and/or Class Counsel as "first-in" settling defendants at an early stage of these Proceedings pursuant to this Settlement Agreement, as well as the attendant litigation and other risks in light of the potential defences that may be asserted by the Domfoam Defendants, the Brayianis Defendant and the Individual Settling Parties and the anticipated filing by the Domfoam Defendants for creditor protection and/or insolvency relief in Canada and/or the U.S.;

R. AND WHEREAS the Domfoam Defendants, the Brayianis Defendant and the Individual Settling Parties are entering into this Settlement Agreement in order to achieve a nation-wide resolution of all claims asserted or which could have been asserted against them by the Plaintiffs and the classes that they seek to represent in the Proceedings in the Courts in respect of this matter, and to avoid further expense, inconvenience and the distraction of burdensome and protracted litigation;

S. AND WHEREAS the Parties therefore wish to, and hereby do, finally resolve on a national basis, without any admission of liability, all of the Proceedings as against the Domfoam Defendants and the Brayianis Defendant and any potential claims against the Individual Settling Parties relating to these Proceedings;

T. AND WHEREAS for the purposes of settlement only and contingent on approvals by the Courts as provided for in this Settlement Agreement, the Parties have consented to certification or authorization of the Proceedings as class proceedings and have consented to a Settlement Class and a Common Issue in each of the Proceedings;

U. AND WHEREAS the Quebec Plaintiffs shall amend the Quebec Proceeding to name the Domfoam Defendants as Defendants in the Quebec Proceeding;

V. AND WHEREAS for the purposes of settlement only and contingent on approvals by the Courts as provided for in this Settlement Agreement, the B.C. and Ontario Plaintiffs have agreed to consent to a discontinuance of the B.C. and Ontario Proceedings as against the Domfoam Defendants, and the Quebec Plaintiffs have agreed to the settlement out of court of the Quebec Proceeding with the Domfoam Defendants subject to the terms of this Settlement Agreement and subject to the Final Orders;

W. AND WHEREAS for the purposes of settlement only and contingent on the approvals by the Courts as provided for in this Settlement Agreement, the Ontario Plaintiffs have agreed to consent to a dismissal of the Ontario Proceedings as against the Brayianis Defendant in the Ontario Courts;

X. AND WHEREAS the Plaintiffs assert that they are adequate class representatives for the Settlement Class and will seek to be appointed representative plaintiffs in the respective Proceedings;

NOW THEREFORE, in consideration of the covenants, agreements and releases set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed by the Parties that the B.C. and Ontario Proceedings shall be discontinued without prejudice as to the Domfoam Defendants, shall be settled with prejudice as to the Brayianis Defendant and the Individual Settling Parties, without

costs as to the Plaintiffs, the classes they seek to represent, the Domfoam Defendants, the Brayianis Defendant or the Individual Settling Parties, and that the Quebec Proceeding shall be settled out of court and without costs, subject to the approval of the Courts, on the following terms and conditions:

## SECTION 1 – DEFINITIONS

For the purpose of this Settlement Agreement only, including the Recitals and Schedules hereto:

- (1) ***Administration Expenses*** mean all fees, disbursements, expenses, costs, taxes and any other amounts incurred or payable by the Plaintiffs, Class Counsel or otherwise for the approval, implementation and operation of this Settlement Agreement, including the costs of Notices, the Escrow Agent, the Opt Out Administrator, the opt out process and claims administration but excluding Class Counsel Fees.
- (2) ***Approval Hearings*** mean the hearings to approve the motions brought by Class Counsel before each of the Courts for orders:
  - (a) certifying or authorizing the Proceedings as class proceedings in accordance with the *Ontario Class Proceedings Act*, the *B.C. Class Proceedings Act* and the *Quebec Code of Civil Procedure*; and
  - (b) approving the settlement provided for in this Settlement Agreement in accordance with the *Ontario Class Proceedings Act*, the *B.C. Class Proceedings Act* and the *Quebec Code of Civil Procedure*.
- (3) ***Assignment*** means an assignment, in the form executed and attached hereto as Schedule “C”, whereby the Domfoam Defendants shall absolutely and unconditionally assign and transfer to the Plaintiffs, in trust for the Settlement Class, any potential right, title and interest that the Domfoam Defendants, or any one or more of them, may have in respect of the potential distribution proceeds arising from the U.S. Urethane Settlement as a result of a claim or claims that any

Domfoam Defendants have filed or may file as part of the U.S. Urethane Settlement that has been approved by the U.S. Courts as of the Execution Date, provided that any such assignment shall be strictly limited to a maximum amount or sum of the first two hundred thousand Canadian dollars (CAD \$200,000) that any Domfoam Defendants may receive as distribution proceeds as part of the U.S. Urethane Settlement.

- (4) ***Bankruptcy and Insolvency Act*** means the *Bankruptcy and Insolvency Act*, RSC 1985, c. B-3.
- (5) ***Brayiannis Defendant*** means Dean Brayianis.
- (6) ***B.C. Class Counsel*** means Branch MacMaster LLP and Camp Fiorante Matthews Mogerma.
- (7) ***B.C. Class Proceedings Act*** means the *Class Proceedings Act*, RSBC 1996, c. 50.
- (8) ***B.C. Court*** means the British Columbia Supreme Court.
- (9) ***B.C. Plaintiffs*** mean Majestic Mattress Mfg. Ltd. and Trillium Project Management Ltd.
- (10) ***B.C. Proceedings*** mean the proceedings commenced by Majestic Mattress Mfg. Ltd. in the form of a Notice of Civil Claim filed in the British Columbia Supreme Court (Vancouver Registry), Court File No. VLC-S-S-106362, filed on September 24, 2010, and by Trillium Project Management Ltd. in the form of a Notice of Civil Claim filed in the British Columbia Supreme Court (Vancouver Registry), Court File No. S-106213, filed on September 15, 2010.
- (11) ***B.C. Settlement Class*** means: all Persons resident in British Columbia who purchased Foam Products in Canada during the Settlement Class Period, except Excluded Persons.
- (12) ***B.C. Settlement Class Members*** mean: all Persons included in the B.C. Settlement Class who do not validly opt out of the B.C. Proceedings.

- (13) *Canadian Polyurethane Foam Class Actions National Settlement* means the national settlement contemplated by this Settlement Agreement.
- (14) *Claims Administrator* means the Person proposed by Class Counsel and appointed by the Courts to administer the Settlement Agreement, including the claims process, in accordance with the provisions of this Settlement Agreement and the Distribution Protocol, and any employees of such Person.
- (15) *Class Counsel* means B.C. Class Counsel, Quebec Class Counsel and Ontario Class Counsel who act as class counsel in the Proceedings.
- (16) *Class Counsel Fees* include the fees, disbursements, costs, interest, HST and/or GST, and other applicable taxes or charges of Class Counsel.
- (17) *Common Issue* in each Proceeding means: Did the Domfoam Defendants, or any of them, conspire to harm the Settlement Class Members during the Settlement Class Period? If so, what damages, if any, are payable by the Domfoam Defendants, or any of them to the Settlement Class Members?
- (18) *Companies' Creditors Arrangement Act* means the *Companies' Creditors Arrangement Act*, RSC 1985, c. C-36, as amended.
- (19) *Competition Act* means the *Competition Act*, RSC 1985, c. C-34, as amended.
- (20) *Confidential Opt Out Agreement* means the confidential agreement which sets out the Confidential Opt-Out Threshold.
- (21) *Confidential Opt Out Threshold* means a threshold in respect of Opt Outs as agreed upon by the Plaintiffs and the Domfoam Defendants in a separate document delivered to the Courts under seal and kept confidential by the Parties and the Courts.
- (22) *Confidentiality Order* means any order with respect to confidentiality or the sealing of information that is issued by the Ontario Court, the Quebec Court



and/or the B.C. Court, and any amendments thereto, and any other confidentiality order and undertaking relating to the Proceedings.

- (23) ***Contributing Individual Settling Parties*** mean John Howard, Robert Valle, Tony Vallecoccia and Fred Zickmantel.
- (24) ***Courts*** mean the Ontario Court, the Quebec Court and the B.C. Court.
- (25) ***Defendants*** mean the individuals and entities named as defendants in the Proceedings as set out in Schedule "A", as well as any named or unnamed co-conspirator who may be added as a defendant in the Proceedings in the future.
- (26) ***Distribution Protocol*** means the plan developed by Class Counsel for holding or distributing the Settlement Proceeds and accrued interest, in whole or part, for or to Settlement Class Members, as approved by the Courts which may, if directed by the Courts, permit the Plaintiffs and Class Counsel to use the Settlement Proceeds for the continued prosecution of the Proceedings or to protect against adverse costs awards, or require the Settlement Proceeds to be held in trust until the resolution of the Proceedings, in whole or in part.
- (27) ***Documents*** mean all papers, computer or electronic records, or other materials within the scope of Rule 1.03(1) and Rule 30.01(1) of the Ontario *Rules of Civil Procedure* and any copies, reproductions or summaries of the foregoing, including microfilm copies and computer images.
- (28) ***Domfoam Defendants*** means Domfoam International, Inc., Valle Foam Industries (1995) Inc. and A-Z Sponge & Foam Products Ltd.
- (29) ***Effective Date*** means the date when (i) the Final Orders have been received from all the Courts approving this Settlement Agreement, and (ii) the Opt Out Deadline has expired and any rights to terminate this Settlement Agreement under section 6.3. of this Settlement Agreement have expired.
- (30) ***Escrow Agent*** means the Person reasonably agreed to by the Domfoam Defendants and Class Counsel to hold and administer the Trust Account.

- (31) ***Excluded Person*** means each Defendant, the directors and officers of each Defendant, the subsidiaries or affiliates of each Defendant, the entities in which each Defendant or any of that Defendant's subsidiaries or affiliates have a controlling interest, the Domfoam Defendants and the Individual Settling Parties, and the legal representatives, heirs, successors and assigns of each of the foregoing, any judge of a Court who has heard or will hear any motion or application in respect of the Proceedings and his or her immediate family.
- (32) ***Execution Date*** means the date that this Settlement Agreement is executed by all parties as indicated on the cover page of this Settlement Agreement.
- (33) ***Final Order*** means a final order, judgment or equivalent decree entered by a Court in respect of the certification or authorization of a Proceeding as a class proceeding for the purposes of this settlement and/or the approval of this Settlement Agreement and implementing it in accordance with its terms, once the time to appeal such order has expired without any appeal being taken, if an appeal lies, or once there has been affirmation of the order, judgment or equivalent decree upon a final disposition of all appeals.
- (34) ***Foam Products*** mean polyurethane foam and any and all products that contain polyurethane foam.
- (35) ***Individual Settling Parties*** mean the Contributing Individual Settling Parties and Bruce Bradley, Michael Cappuccino, Pietro (Peter) Foti, Duke Greenstein, Dale McNeil and James William Sproule.
- (36) ***ISP Release Payment*** means the amount of 20% of the Plaintiffs' purchases of polyurethane foam from the Domfoam Defendants in Canada during the Settlement Class Period, to a maximum of six hundred thousand Canadian dollars (CAD \$600,000).
- (37) ***Non-Settling Defendant*** means a Defendant in the Proceedings that is not a Domfoam Defendant or a Brayianis Defendant.

- (38) *Notice of Approval Hearings* mean the form or forms of notice, reasonably agreed to by the Plaintiffs, the Domfoam Defendants, the Brayiannis Defendant and the Individual Settling Parties, or such other form or forms as may be approved by the Courts, which informs the Settlement Class of: (i) the principal elements of this Settlement Agreement; and (ii) the dates and locations of the Approval Hearings.
- (39) *Notice of Certification and Settlement Approval* means the form or forms of notice, reasonably agreed to by the Plaintiffs, the Domfoam Defendants, the Brayiannis Defendant and the Individual Settling Parties, or such other form or forms as may be approved by the Courts, which informs the Settlement Class of: (i) the certification or authorization of the Proceedings as class proceedings; (ii) the approval of this Settlement Agreement by the Courts; (iii) the process for opting out of the Proceedings; (iv) the Opt Out Deadline; and (v) if applicable, the process by which Settlement Class Members may apply to obtain compensation from the Settlement Proceeds.
- (40) *Notices* mean the Notice of Approval Hearings, the Notice of Certification and Settlement Approval, and notice of termination.
- (41) *Ontario Class Counsel* means Sutts, Strosberg LLP.
- (42) *Ontario Class Proceedings Act* means the *Class Proceedings Act*, S.O. 1992, c. 6.
- (43) *Ontario Court* means the Ontario Superior Court of Justice.
- (44) *Ontario Plaintiff* means “Hi! Neighbor” Floor Covering Co. Limited.
- (45) *Ontario Proceedings* mean the proceeding commenced by “Hi! Neighbor” Floor Covering Co. Limited by Statement of Claim filed in the Ontario Superior Court (Windsor Registry), Court File No. CV-10-15164, filed on September 15, 2010 and the proceeding commenced by “Hi! Neighbor” Floor Covering Co. Limited by Statement of Claim filed in the Ontario Superior Court (Windsor Registry), Court File No. CV-11-17279, filed on December 30, 2011.

- (46) **Ontario Settlement Class** means: all Persons resident in Canada who purchased Foam Products in Canada during the Settlement Class Period, except Excluded Persons and Persons who are included in the B.C. Settlement Class and the Quebec Settlement Class.
- (47) **Ontario Settlement Class Members** mean: all Persons included in the Ontario Settlement Class who do not validly opt out of the Ontario Proceedings.
- (48) **Opt Out** means a member of a Settlement Class who has submitted a timely and valid written election to opt out of the Proceedings in accordance with orders of the Courts.
- (49) **Opt Out Administrator** means the Person proposed by Class Counsel and appointed by the Courts to receive the Opt Out Forms and report on the opt out process.
- (50) **Opt Out Deadline** means the date which is sixty (60) days after the date on which the Notice of Certification and Settlement Approval is first published, or such other date that has been agreed by the Parties and ordered by the Courts.
- (51) **Opt Out Form** means the form, to be reasonably agreed to by the Parties after the Settlement Agreement is executed, that shall be used for the purpose of implementing the opt out procedure set out in section 6 of this Settlement Agreement.
- (52) **Other Actions** mean actions or proceedings, other than the Proceedings, relating to the Released Claims commenced by a Settlement Class Member either before or after the Effective Date.
- (53) **Party and Parties** mean the Plaintiffs, the Settlement Class Members, the Domfoam Defendants, the Brayiannis Defendant and the Individual Settling Parties.
- (54) **Person** means an individual, corporation, partnership, limited partnership, limited liability company, association, joint stock company, estate, legal representative,

trust, trustee, executor, beneficiary, unincorporated association, government or any political subdivision or agency thereof, and any other business or legal entity and their heirs, predecessors, successors, representatives or assignees.

- (55) *Plaintiff or Plaintiffs* mean “Hi! Neighbor” Floor Covering Co. Limited, Majestic Mattress Mfg. Ltd, Trillium Project Management Ltd., Option Consommateurs and Karine Robillard, individually and collectively.
- (56) *Proceedings* mean the B.C. Proceedings, the Ontario Proceedings and the Quebec Proceeding.
- (57) *Proportionate Liability* means the proportion of any judgment that, had they not settled, a Court would have apportioned to the Releasees.
- (58) *Purchase Price* means the purchase price actually paid by Settlement Class Members for Foam Products purchased during the Settlement Class Period, less any rebates, delivery or shipping charges, taxes and any other form of discounts.
- (59) *Quebec Class Counsel* means Belleau Lapointe.
- (60) *Quebec Code of Civil Procedure* means the *Code of Civil Procedure*, RSQ, c. C-25.
- (61) *Quebec Court* means the Superior Court of Quebec.
- (62) *Quebec Plaintiffs* mean Option Consommateurs and Karine Robillard.
- (63) *Quebec Proceeding* means the proceeding commenced by Karine Robillard in the form of a motion for authorization to institute a class proceeding (Requête pour autorisation d’exercer un recours collectif) in the Quebec Court, Court File No. 500-06-000524-104, filed on October 1, 2010.
- (64) *Quebec Settlement Class* means: all Persons resident in Quebec who purchased Foam Products in Canada during the Settlement Class Period, except Excluded Persons and any legal person established for a private interest, partnership or

association which at any time between October 1, 2009 and October 1, 2010 had under its direction or control more than 50 persons bound to it by contract of employment or that is not dealing at arm's length with Option Consommateurs or Karine Robillard.

- (65) *Quebec Settlement Class Members* mean: all Persons included in the Quebec Settlement Class who do not validly opt out of the Quebec Proceeding.
- (66) *Released Claims* mean any and all manner of claims, demands, actions, suits, causes of action, whether class, individual or otherwise in nature, whether personal or subrogated, damages whenever incurred, damages of any kind including compensatory, punitive or other damages, liabilities of any nature whatsoever, including interest, costs, expenses, class administration expenses (including Administration Expenses), penalties, and lawyers' fees (including Class Counsel Fees), known or unknown, suspected or unsuspected, foreseen or unforeseen, actual or contingent, and liquidated or unliquidated, in law, under statute or in equity that Releasers, or any of them, whether directly, indirectly, derivatively, or in any other capacity, ever had, now have, or hereafter can, shall, or may have, relating in any way to any conduct occurring anywhere, from January 1, 1999 to the date hereof in respect of the purchase, sale, pricing, discounting, marketing, distributing of or compensation for, Foam Products, or relating to any conduct alleged (or which could have been alleged) in the Proceedings or the Other Actions including, without limitation, any such claims which have been asserted, would have been asserted, or could have been asserted, directly or indirectly, whether in Canada or elsewhere, as a result of or in connection with an alleged conspiracy or other unlawful agreement or combination or as a result of or in connection with any other alleged unlawful horizontal or vertical anti-competitive conduct in connection with the purchase, sale, pricing, discounting, marketing or distributing of Foam Products in Canada and including, without limitation, any claim for harm, damage or other relief in connection with oppressive or wrongful conduct under federal or provincial corporate statutes or at common or civil law arising from or in connection with

any unlawful horizontal or vertical anti-competitive conduct alleged (or which could have been alleged) in the Proceedings or the Other Actions. For greater certainty, nothing herein shall be construed to release any claims arising from any alleged product defect, breach of contract, breach of warranty or similar claims between the Parties relating to Foam Products.

- (67) *Releasees* mean, jointly and severally, individually and collectively, the Individual Settling Parties and the Brayianis Defendant together with the present and former officers, directors, employees, managers, members, partners, agents, shareholders (in their capacity as shareholders, whether as direct or indirect shareholders), attorneys, trustees, servants and legal representatives of the Domfoam Defendants, and the predecessors, successors, purchasers, heirs, executors, administrators and assigns of each of the foregoing, excluding the Domfoam Defendants and excluding the Non-Settling Defendants. For greater certainty, the term Releasees as defined for purposes of this Settlement Agreement shall include Global Upholstery Co. Limited and Valdomco Ltd., both of which are shareholders of Domfoam International Inc.
- (68) *Releasors* mean, jointly and severally, individually and collectively, the Plaintiffs and the Settlement Class Members on behalf of themselves and any Person claiming by or through them as a present or former, direct or indirect parent, subsidiary, division, affiliate, predecessor, successor, shareholder, partner, director, owner of any kind, agent, employee, contractor, attorney, heir, executor, administrator, insurer, devisee, assignee or legal representative of any kind.
- (69) *Restructuring Court* means the Ontario Court that is appointed to oversee the Restructuring Process in Canada.
- (70) *Restructuring Process* means the process associated with the filing and implementation for creditor protection and/or insolvency relief in Canada and/or in the U.S., including but not limited to the process of filing a claim as a creditor under the *Companies' Creditors Arrangement Act*, the *Bankruptcy and Insolvency Act*, the U.S. Bankruptcy Code and/or related legislation in Canada or the U.S..

- (71) **Settlement Agreement** means this agreement, including the recitals and schedules.
- (72) **Settlement Amount** means the sum of one million two hundred and twenty-six thousand Canadian dollars (CAD \$1,226,000).
- (73) **Settlement Class** means all Persons included in the Ontario Settlement Class, the Quebec Settlement Class and the B.C. Settlement Class.
- (74) **Settlement Class Members** mean the Ontario Settlement Class Members, Quebec Settlement Class Members and B.C. Settlement Class Members.
- (75) **Settlement Class Period** means the period from January 1, 1999 to the Execution Date.
- (76) **Settlement Proceeds** mean the Settlement Amount and any proceeds from the Assignment.
- (77) **Trust Account** means an interest bearing trust account at a Canadian Schedule 1 bank under the control of the Escrow Agent for the benefit of Settlement Class Members.
- (78) **U.S. Plaintiff** means the plaintiffs in the U.S. Proceedings.
- (79) **U.S. Proceedings** mean the class action proceedings pending before the United States District Court for the Northern District of Ohio under the caption *In re Polyurethane Foam Antitrust Litigation*, Master File No.: 10-MLS-2196 (JZ), MDL No. 2196, and including all class and individual actions transferred by the Judicial Panel for Multidistrict Litigation for coordination, all actions pending such transfer, all actions that may be transferred in the future and any other actions involving similar allegations relating to Foam Products that are pending or that may be commenced before the federal or state courts of the U.S.
- (80) **U.S. Settlement** means the settlement of any direct purchaser class actions in the U.S. Proceedings, the settlement of any indirect purchaser class actions in the



U.S. Proceedings, the settlement of any direct purchaser actions or opt out actions and any other settlement of the U.S. Proceedings.

- (81) *U.S. Urethane Proceedings* mean the class action proceedings pending before the United States District Court for the District of Kansas under the caption *In re Urethane Antitrust Litigation*, Master File No.: 04-MD-01616-JWL, MDL No. 1616, and including all class and individual actions transferred by the Judicial Panel for Multidistrict Litigation for coordination, all actions pending such transfer, all actions that may be transferred in the future and any other actions involving similar allegations relating to urethane products that are pending or that may be commenced before the federal or state courts of the U.S.
- (82) *U.S. Urethane Settlement* means the settlement of any direct purchaser class actions in the U.S. Urethane Proceedings and/or the settlement of any indirect purchaser class actions in the U.S. Urethane Proceedings that exists as of the Execution Date.

## **SECTION 2 - SETTLEMENT APPROVAL**

### **2.1 Best Efforts**

(1) The Parties shall respectively take all reasonable steps to expeditiously effectuate this settlement and to secure the prompt discontinuance of the Proceedings as against the Domfoam Defendants, including cooperating in the Domfoam Defendants' efforts to obtain any approvals required by the Restructuring Court regarding the approval and implementation of this Settlement Agreement, and cooperating in the Plaintiffs' efforts to obtain any approval or orders required from the Courts regarding the approval or implementation of the Settlement Agreement, including orders certifying the Settlement Class for settlement purposes and approving the form and distribution of the Notices contemplated by section 11 of this Settlement Agreement.

(2) Following the Execution Date and prior to, or in conjunction with, the motions contemplated by section 2.3 of this Settlement Agreement, the Quebec Plaintiffs shall

amend the Quebec Proceeding to name the Domfoam Defendants as defendants to the Quebec Proceeding.

## **2.2 Motions for Approval from Restructuring Court**

At a time mutually agreed to by the Parties after the Settlement Agreement is executed, the Plaintiffs and/or the Domfoam Defendants shall bring any motions before the Restructuring Court which are reasonably necessary to obtain an order permitting the obtaining of approval and implementation of this Settlement Agreement. The Domfoam Defendants shall cooperate with the Plaintiffs in respect of any such motions and in respect of obtaining any such relief from the Restructuring Court.

## **2.3 Motions to Approve the Notice of Approval Hearings**

(1) Following receipt of any orders referred to in section 2.2 or in the event such relief is not required from the Restructuring Court, at a time mutually agreed to by the Parties after the Settlement Agreement is executed, the Plaintiffs shall bring motions before each of the Courts for orders approving the Notice of Approval Hearings described in section 11.1.

(2) The British Columbia, Quebec and Ontario orders approving the Notice of Approval Hearings shall be in the form reasonably agreeable to the Plaintiffs, the Domfoam Defendants and the Individual Settling Parties.

## **2.4 Motions for Certification/Authorization and for Approval of the Settlement**

(1) As soon as practicable after the orders referred to in section 2.3 are granted, after the Notice of Approval Hearings has been published, the Plaintiffs shall bring motions before each of the Courts for orders certifying or authorizing the Proceedings commenced in their respective jurisdictions as a class proceeding for settlement purposes and for orders approving this Settlement Agreement.

(2) The Ontario order approving this Settlement Agreement referred to in section 2.4(1) shall be in the form attached hereto as Schedule "B1" except that paragraphs 2, 4,

5, 6, 7, 12, 13, 14, 15, 16, 23, 24, 25, 26, 27, 28, 31, 32, 33 and 34 of the Ontario order need only be substantially in the form set out in Schedule "B1".

(3) The Quebec and British Columbia orders approving the Settlement Agreement referred to in section 2.4(1) shall be in the form attached hereto respectively in Schedules "B2" and "B3", except that paragraphs 1, 2, 3, 4, 5, 6, 9, 10, 11, 15, 24, 25, 26, 28 and 29 of the Quebec order and paragraphs 2, 4, 5, 6, 7, 12, 13, 14, 15, 16, 21, 22, 23, 24, 25, 26, 29, 30, 31, 32 and 35 of the British Columbia order need only be substantially in the form set out in Schedules "B2" and "B3". The Quebec and British Columbia orders shall mirror the substance and, where possible, the form of the Ontario order.

(4) The failure of any Court to approve the content of the orders as contemplated herein shall give rise to a right of termination by the Domfoam Defendants and/or any or all of the Individual Settling Parties pursuant to section 14 of this Settlement Agreement.

## **2.5 Pre-Motion Confidentiality**

Until the Plaintiffs serve and file the materials for the first of the motions required by sections 2.2 and/or 2.3, the Parties shall keep all of the terms of this Settlement Agreement, and any information or Documents related thereto, confidential and shall not disclose them without the prior written consent of counsel for the Domfoam Defendants, the Individual Settling Parties and Class Counsel, as the case may be, except as required for the purposes of financial reporting or the preparation of financial records (including tax returns and financial statements) or as otherwise required by law. Once the first of the motions required by section 2.2 has been brought, the Parties shall otherwise remain subject to the other provisions of this Settlement Agreement governing confidentiality, including without limitation the provisions of the Confidential Schedule "C" and the Confidential Opt Out Agreement.

## **2.6 Sequence of Motions**

(1) The Plaintiffs in Quebec and British Columbia shall not proceed with the respective hearings of the motions to approve the Notice of Approval Hearings unless and until the Ontario Court approves the Notice of Approval Hearings. The motions to

approve the Notice of Approval Hearings may be filed in Quebec and British Columbia, but, if necessary, Quebec Class Counsel and B.C. Class Counsel will seek an adjournment of their hearings to permit the Ontario Court to render its decision in respect of the approval of the Notice of Approval Hearings. The Domfoam Defendants may agree to waive this provision.

(2) The Plaintiffs in Quebec and British Columbia shall not proceed with the respective hearings of motions to certify and/or authorize the Quebec and B.C. Settlement Class and approve this Settlement Agreement unless and until the Ontario Court certifies the Ontario Settlement Class and approves the Settlement Agreement. The approval motions may be filed in Quebec and British Columbia, but, if necessary, Quebec Class Counsel and B.C. Class Counsel will seek an adjournment of their hearings to permit the Ontario Court to render its decision in respect of certification of the Ontario Settlement Class and approval of the Settlement Agreement. The Domfoam Defendants may agree to waive this provision.

(3) Notwithstanding section 2.6 of this Settlement Agreement, in the event that the Plaintiffs and Domfoam Defendants reasonably agree and the Courts determine that it is appropriate to conduct coordinated or simultaneous Approval Hearings in respect of the Proceedings before each of the Courts, the motions to approve the Notice of Approval Hearings and/or the motions to certify and/or authorize the Settlement Class and approve this Settlement Agreement may be heard in a coordinated or simultaneous manner by the Courts.

### **SECTION 3 - SETTLEMENT EFFECT**

#### **3.1 Settlement Has Continuing Effect in Event of Creditor Protection**

(1) In the event that the Domfoam Defendants file for and/or obtain any form of creditor protection and/or insolvency relief in Canada and/or the U.S., including but not limited to a filing or granting of protection under the *Companies' Creditors Arrangement Act*, the *Bankruptcy and Insolvency Act*, the U.S. Bankruptcy Code and/or related legislation, the Parties agree that this Settlement Agreement shall remain in full effect. For greater certainty, the existence of such a filing or the granting of creditor protection

in favour of the Domfoam Defendants shall not give rise to any right of termination by any Party under section 14 of this Settlement Agreement provided the Domfoam Defendants are not otherwise in breach of this Settlement Agreement.

(2) Notwithstanding the existence of any automatic or other stay of proceedings entered or otherwise triggered by the filing for any form of creditor protection and/or insolvency relief in Canada and/or the U.S., and subject to any Order issued by the Courts or the Restructuring Court, the Parties shall fully and completely perform the terms of this Settlement Agreement, except that all motion practice, discovery rights, trial proceedings and other proceedings in the Proceedings shall be indefinitely stayed as against the Domfoam Defendants and the Brayiannis Defendant. The Domfoam Defendants and the Brayiannis Defendant shall engage their reasonable efforts to ensure that any Restructuring Process shall not impede the hearings or implementation of this Settlement Agreement, and will make any applications that are reasonably required within the Restructuring Process in order to implement this Settlement Agreement. Notwithstanding anything in this Settlement Agreement to the contrary, including but not limited to this Settlement Agreement's provisions relating to the release of the Released Claims granted by the Releasers in favour of the Releasees and the discontinuance of proceedings as against the Domfoam Defendants, nothing in this Settlement Agreement shall preclude the Plaintiffs, or any member of the Settlement Class, individually or collectively, from filing against the Domfoam Defendants a claim in any creditor protection, restructuring, insolvency or other bankruptcy proceeding in Canada and/or the U.S. to the extent that such claim is based upon, arising out of or relating to facts, occurrences, transactions or other matters alleged in the Proceedings. To the extent permitted by law, the Domfoam Defendants shall not object to the filing by the Plaintiffs, or any member of the Settlement Class, of any such claim against the Domfoam Defendants in any creditor protection, restructuring, insolvency or other bankruptcy proceeding in Canada or the U.S., and further agree that nothing in this Settlement Agreement shall in any way impair or limit such claim against the Domfoam Defendants or the ability of such claimant(s) to seek recovery in any such creditor protection, restructuring or other bankruptcy proceeding in Canada or the U.S. for any such claim(s) against the Domfoam Defendants.

(3) Notwithstanding the provisions of sections 3.1(1) and (2), the Plaintiffs, Class Counsel and the Settlement Class Members, individually or collectively, shall not be permitted to file a claim or otherwise challenge the validity, legality, or continuing effect of the release of the Released Claims granted by the Releasors in favour of the Releasees pursuant to this Settlement Agreement or the discontinuances of the Proceedings as against the Domfoam Defendants provided, however, that the Domfoam Defendants shall not rely on such release of the Released Claims and/or discontinuances as a defence to or limitation on any claim filed on behalf of Plaintiffs, Class Counsel or any Settlement Class Member in any creditor protection, restructuring, insolvency or other bankruptcy proceeding in Canada or in the U.S. as against the Domfoam Defendants, and the Domfoam Defendants covenant and agree that no such defence or limitation will be asserted against such a claim against the Domfoam Defendants. For purposes of clarity, the release of the Released Claims granted by the Releasors pursuant to this Settlement Agreement shall remain in effect in favour of the Releasees in any creditor protection, restructuring, insolvency and/or other bankruptcy proceeding in Canada and/or the U.S. or in any other proceeding in Canada, the U.S. or elsewhere, and the Releasees shall be fully entitled to assert and rely upon the release of the Released Claims as a defence to or limitation on any claim in any proceeding in Canada, the U.S. or elsewhere.

#### **SECTION 4- SETTLEMENT BENEFITS**

##### **4.1 Payment of Settlement Amount**

(1) Within thirty (30) business days of the Execution Date, the Contributing Individual Settling Parties shall pay the Settlement Amount to the Escrow Agent for deposit into the Trust Account, in full satisfaction of the Released Claims against the Releasees.

(2) The Contributing Individual Settling Parties shall pay the Settlement Amount to the Escrow Agent in accordance with the applicable contribution shares set out in Confidential Schedule "C" to this Settlement Agreement.

#### 4.2 Assignment of Certain Claims relating to the U.S. Urethane Settlement

(1) On the Execution Date, and subject to any order of the Restructuring Court or the Courts, the Domfoam Defendants shall deliver the Assignment to the Escrow Agent or shall otherwise make arrangements to place the Assignment in escrow until such time as the Final Orders have been granted and the Effective Date has occurred.

(2) The Domfoam Defendants shall notify the administrator of the U.S. Urethane Settlement of the existence of the Assignment. The Parties agree that to the extent that there is a distribution of funds payable to the Domfoam Defendants prior to the Effective Date, and subject to any order of the Restructuring Court or the Courts, the Parties shall jointly request that the administrator of the U.S. Urethane Settlement forward any such funds up to the maximum amount of the Assignment to the Escrow Agent for deposit into the Trust Account. To the extent necessary or to the extent required by law, the Domfoam Defendants may seek advance directions or an order from the Restructuring Court or the Courts in respect of any such communications or requests of the administrator of the U.S. Urethane Settlement, and the Parties agree to be bound by any such directions or order from the Restructuring Court or the Courts.

(3) The Domfoam Defendants, the Brayianis Defendant and the Individual Settling Parties do not make any representation, covenant or promises in respect of the validity or enforceability of the Assignment or the collectability of the proceeds from the Assignment, and the Plaintiffs and the Settlement Class shall bear any and all risk relating to the validity or enforceability of the Assignment or the collectability of the proceeds from the Assignment. In the event that the Assignment is terminated, is not approved or otherwise fails to come into effect, the Parties agree that such event shall not give rise to any right of termination under this Settlement Agreement. However, nothing in this section shall be treated as a waiver, forbearance, or abandonment of the Plaintiffs' rights and/or interests accruing under the Assignment. The Domfoam Defendants, the Brayianis Defendant and the Individual Settling Parties agree to make reasonable efforts and provide cooperation to assist in the implementation of the Assignment.

#### **4.3 No Further Settlement Payments, Transfers or Assignments**

(1) Subject to sections 4.1 and 4.2, the Domfoam Defendants, the Brayianis Defendant and the Individual Settling Parties shall have no obligation to pay any amount in addition to the Settlement Amount or to pay, assign or transfer any amount beyond the proceeds contemplated by the Assignment, for any reason, pursuant to or in furtherance of this Settlement Agreement. For greater certainty, but without limiting the generality of the foregoing, the Domfoam Defendants, the Brayianis Defendant and the Individual Settling Parties shall have no responsibility or liability as a result of any decrease or depreciation of the value of the funds in the Trust Account or any inability or failure of the Plaintiffs to receive the proceeds contemplated by the Assignment, howsoever caused, including, but not limited to, a decrease or depreciation in the value of any investments purchased by the Escrow Agent or the Claims Administrator, or the payment of any Class Counsel Fees or any Administration Expenses.

(2) The Escrow Agent shall maintain the Trust Account as provided for in this Settlement Agreement. The Escrow Agent shall not pay out all or part of the monies in the Trust Account, nor deliver the Assignment, except in accordance with the Settlement Agreement or in accordance with an order of the Courts, and if necessary an order of the Restructuring Court, obtained on notice to the Domfoam Defendants and the Individual Settling Parties, and in any event, after all appeals related thereto have been disposed of.

#### **4.4 Taxes and Interest**

(1) Except as hereinafter provided, all interest earned on the Settlement Proceeds shall accrue to the benefit of the Settlement Class and shall become and remain part of the Trust Account.

(2) Subject to section 4.4(3), all taxes payable on any interest which accrues on the Settlement Proceeds in the Trust Account or otherwise in relation to the Settlement Proceeds shall be the responsibility of the Settlement Class. The Escrow Agent shall be solely responsible to fulfill all tax reporting and payment requirements arising from the Settlement Proceeds in the Trust Account, including any obligation to report taxable



income and make tax payments. All taxes (including interest and penalties) due with respect to the income earned on the Settlement Proceeds shall be paid from the Trust Account.

(3) The Domfoam Defendants, the Brayianis Defendant and the Individual Settling Parties shall have no responsibility to make any filings relating to the Trust Account and will have no responsibility to pay tax on any income earned by the Settlement Amount or pay any taxes on the monies in the Trust Account, unless this Settlement Agreement is terminated, in which case: (i) the applicable interest earned on the Settlement Amount in the Trust Account or otherwise shall be paid to the Contributing Individual Settling Parties who, in such case, shall be responsible for the payment of all taxes on such interest not previously paid by the Escrow Agent, and (ii) the applicable interest earned on the proceeds from the Assignment in the Trust Account or otherwise shall be paid to the Domfoam Defendants, or such other party that the Restructuring Court may direct, who, in such case, shall be responsible for the payment of all taxes on such interest not previously paid by the Escrow Agent or such other applicable third party that is supervising the escrow.

#### **4.5 Cooperation – Scope of Cooperation**

(1) To the extent not previously provided to the Plaintiffs and subject to the limitations set forth in this Settlement Agreement, the Domfoam Defendants, the Brayianis Defendant and the Individual Settling Parties agree to provide cooperation to Class Counsel in accordance with the requirements of this section of the Settlement Agreement.

(2) The Parties respectively acknowledge and agree that all information and Documents provided by the Domfoam Defendants, the Brayianis Defendant, the Individual Settling Parties or their respective counsel to Class Counsel, the Plaintiffs and the Plaintiffs' experts under this Settlement Agreement may be used by Class Counsel, the Plaintiffs and the Plaintiffs' experts in connection with the investigation, prosecution and settlements of the claims in the Proceedings including, without limitation, the prosecution of the claims in the Proceedings against the Non-Settling Defendants and

named or unnamed co-conspirators, provided that such information and Documents shall not be used directly or indirectly for any other purpose, including the prosecution of any claim against the Releasees. The Parties further acknowledge and agree that all information and Documents provided by the Domfoam Defendants, the Brayianis Defendant, the Individual Settling Parties or their respective counsel to Class Counsel, the Plaintiffs, and the Plaintiffs' experts under this Settlement Agreement shall be held and treated in strict confidence in accordance with this Settlement Agreement and any applicable Confidentiality Order, and shall not be otherwise disclosed to any person in any manner, directly or indirectly, by Class Counsel, the Plaintiffs or the Plaintiffs' experts in any way for any reason except in accordance with this Settlement Agreement and any applicable Confidentiality Order or with the express prior written consent of the Domfoam Defendants, the Brayianis Defendant, the Individual Settling Parties or their respective counsel. Class Counsel, the Plaintiffs and the Plaintiffs' experts shall take all reasonable steps and precautions to ensure and maintain the confidentiality of information and Documents and any related work product of Class Counsel and the Plaintiffs' experts.

(3) The cooperation that is to be provided by the Domfoam Defendants, the Brayianis Defendant and the Individual Settling Parties under this Settlement Agreement shall be limited to the allegations contained in the Proceedings, including an alleged unlawful conspiracy to raise, fix, maintain or stabilize the price of Foam Products in Canada and/or to allocate markets and customers for the sale of Foam Products in Canada, contrary to Part VI of the *Competition Act*, civil and/or common law.

(4) On the Execution Date or at a later time mutually agreed upon by Class Counsel and the Domfoam Defendants, the Domfoam Defendants shall instruct counsel for the Domfoam Defendants to preserve the following Documents and to maintain a copy of such Documents that will remain in the possession of counsel for the Domfoam Defendants for the purpose of compliance by the Domfoam Defendants with section 4.3 of this Settlement Agreement: (i) all pre-existing business Documents that have been produced as of the Execution Date to any governmental authority in Canada in connection with that governmental authority's investigation of potential price-fixing

relating to the sale of Foam Products in Canada or elsewhere, and (ii) all pre-existing business Documents that have been produced as of the Execution Date to the U.S. Plaintiffs in the U.S. Proceedings as part of their discovery obligations in the U.S. Class Proceedings or as part of a U.S. Settlement and that relate to the allegations in the Proceedings.

(5) Within ten (10) days of the Execution Date or at a time mutually agreed upon by Class Counsel, the Domfoam Defendants and the Individual Settling Parties, and subject to the other provisions of this section, the Domfoam Defendants and the Individual Settling Parties shall:

- (a) through a meeting or meetings between or among counsel for the Domfoam Defendants, counsel for the Individual Settling Parties and Class Counsel, to be scheduled at a reasonable time and place and for a total duration that does not exceed five (5) hours in the aggregate, provide a preliminary verbal evidentiary proffer, which will include information relating to a general description of the polyurethane foam industry and information relating to participation of the Domfoam Defendants and the Individual Settling Parties in the events that are the subject matter of the Proceedings (the "Initial Proffer"). The Domfoam Defendants, the Individual Settling Parties, Class Counsel and the Plaintiffs shall reach agreement in advance with respect to the participants at the Initial Proffer, and Class Counsel and the Plaintiffs acknowledge in advance that the information that will be provided by the Domfoam Defendants and the Individual Settling Parties during the Initial Proffer shall be limited in light of the fact that the Courts have not considered nor approved Final Orders. During the course of the Initial Proffer, counsel for the Domfoam Defendants and the Individual Settling Parties may use or refer to certain Documents. Class Counsel shall be entitled to view these Documents during the Initial Proffer, but Class Counsel agree that they shall not be permitted to make or retain a copy of such Documents at such time. The Parties further agree that there shall be no audio or video recording and no written transcription or record of any statements made or information

provided by counsel for the Domfoam Defendants and the Individual Settling Parties at the Initial Proffer, and that Class Counsel may only make written notes of their own thoughts and impressions at the proffer for the purpose of formulating legal advice, pursuing litigation and/or for the purpose of advancing settlement discussions in the interests of the Settlement Class. The Parties agree that any such written notes and any other communications, information and Documents relating to the Initial Proffer are privileged, shall be kept strictly confidential and will not be used by Class Counsel for any purpose other than the investigation, prosecution and settlement of the claims in the Proceedings.

(6) At a reasonable time after the Execution Date, and upon reasonable advance notice, and subject to the other provisions of this section, the Domfoam Defendants and the Individual Settling Parties shall:

- (a) subject to the receipt of any necessary consent by governmental authorities in Canada or an order of the Courts overruling any objection by such governmental authorities, produce to Class Counsel all pre-existing business Documents produced to any governmental authority in Canada in connection with that governmental authority's investigation of potential price-fixing relating to the sale of Foam Products in Canada or elsewhere, and all pre-existing business Documents produced to the U.S. Plaintiffs in the U.S. Proceedings as part of their discovery obligations in the U.S. Proceedings or as part of a U.S. Settlement and that relate to the allegations in the Proceedings.

(7) Within thirty (30) days of the Effective Date or at a time mutually agreed upon by Class Counsel, the Domfoam Defendants and the Individual Settling Parties and subject to the other provisions of this section, the Domfoam Defendants and the Individual Settling Parties shall:

- (a) through a meeting or meetings between counsel for the Domfoam Defendants, counsel for the Individual Settling Parties and Class Counsel, to

be scheduled at a reasonable time and place and for a total duration that does not exceed fifteen (15) hours in the aggregate, provide a verbal evidentiary proffer, which will include information relating to the allegations in the Proceedings including, without limitation, information with respect to dates, locations, subject matter, and participants in any meetings or discussions between competitors relating to the purchase, sale, pricing, discounting, marketing or distributing of Foam Products in Canada (the "Second Proffer"). The Domfoam Defendants, the Individual Settling Parties, Class Counsel and the Plaintiffs shall reach agreement in advance with respect to the participants at the Second Proffer. The Parties agree that there shall be no audio or video recording and no written transcription or record of any statements made or information provided by counsel for the Domfoam Defendants or counsel of the Individual Settling Parties at the Second Proffer, and that Class Counsel may only make written notes of their own thoughts and impressions at the Second Proffer for the purpose of formulating legal advice, pursuing litigation and/or for the purpose of advancing settlement discussions in the interests of the Settlement Class. The Parties agree that any such written notes and any other communications, information and Documents relating to the Second Proffer are privileged, shall be kept strictly confidential and will not be used by Class Counsel for any purpose other than the investigation, prosecution and settlement of the claims in the Proceedings;

- (b) make reasonable efforts to provide existing electronic transactional data relating to sales of Foam Products during the Settlement Class Period by the Domfoam Defendants to direct purchasers that involved a billing address or a shipping address in Canada. The Domfoam Defendants represent that they are in the possession of some electronic transactional data relating to various sales of Foam Products by the Domfoam Defendants relating to Canada for part of the Settlement Class Period, which data includes Purchase Price information in respect of purchases by putative members of the Settlement Class who purchased Foam Products directly from the Domfoam Defendants during part of the Settlement Class Period. Counsel for the Domfoam

Defendants agrees to be reasonably available as necessary to respond to Class Counsel's questions regarding the set(s) of electronic transactional data produced by the Domfoam Defendants. If counsel for the Domfoam Defendants is unable to provide an adequate response to Class Counsel's questions, the Domfoam Defendants shall direct that a current employee of the Domfoam Defendants be reasonably available to Class Counsel to respond to Class Counsel's questions. The inability of the employee to respond to Class Counsel's questions or the failure of the current employee to agree to make him or herself available to or otherwise cooperate with the Plaintiffs shall not constitute a breach or violation of the Domfoam Defendants' obligations under this Settlement Agreement; and

- (c) subject to the receipt of any necessary consent by governmental authorities in Canada or an order of the Courts overruling any objection by such governmental authorities, produce any further Documents that fall within the description of section 4.5(6) of this Settlement Agreement and that have been identified as of the Effective Date, and make reasonable efforts to produce further pre-existing business Documents that have been identified, collected and organized by the Domfoam Defendants as of the Effective Date relating to the allegations in the Proceedings. The Domfoam Defendants represent that they have identified, collected and organized certain Documents relating to the Proceedings, but the Domfoam Defendants have not conducted or completed a comprehensive Document collection or review in light of the fact that the Proceedings remain at an early stage and discovery has not commenced in the Proceedings. The inability or failure of the Domfoam Defendants to conduct or complete a comprehensive Document collection or review as of the Effective Date shall not constitute a breach or violation of the Domfoam Defendants' obligations under this Settlement Agreement.
- (8) Within sixty (60) days of the Effective Date or at a time mutually agreed upon by Class Counsel, the Domfoam Defendants, the Brayiannis Defendant and the Individual

Settling Parties, and subject to the other provisions of this section, the Brayiannis Defendant and the Individual Settling Parties shall:

- (a) at the request of Class Counsel and upon reasonable notice, and subject to any legal restrictions under any applicable domestic or foreign laws, and subject to the consent of governmental authorities in Canada or an order of the Courts overruling any objection by such governmental authorities, make themselves available for interviews to provide information, including Documents that are in the personal possession, power or control of the Brayiannis Defendant or the Individual Settling Parties, relating to the allegations in the Proceedings in a personal interview with Class Counsel and/or experts retained by Class Counsel in the Proceedings, at a location chosen by the Individual Settling Parties in their sole discretion. Each such interview shall take place on a single day and shall last no more than eight (8) hours, including reasonable breaks, except for good cause, and counsel for the Domfoam Defendants, the Brayiannis Defendant and the Individual Settling Parties shall be entitled to attend such interviews. The reasonable costs incurred by, and the reasonable expenses of, the Brayiannis Defendant and the Individual Settling Parties in relation to such interviews shall be the responsibility of the Brayiannis Defendant and the Individual Settling Parties. The Parties agree that there shall be no audio or video recording and no written transcription or record of any statements made or information during such interview, and that Class Counsel may only make written notes of their own thoughts and impressions at such interviews for the purpose of formulating legal advice, pursuing litigation and/or for the purpose of advancing settlement discussions in the interests of the Settlement Class. The Parties agree that any such written notes and any other communications, information and Documents relating to the interview are privileged, shall be kept strictly confidential and will not be used by Class Counsel for any purpose other than the investigation, prosecution and settlement of the claims in the Proceedings.

(9) Within sixty (60) days of the Effective Date or at a time mutually agreed upon by Class Counsel, the Domfoam Defendants and the Individual Settling Parties, and subject to the other provisions of this section, the Domfoam Defendants shall:

- (a) at the request of Class Counsel and upon reasonable notice, and subject to any legal restrictions under any applicable domestic or foreign laws, and subject to the consent of governmental authorities in Canada or an order of the Courts overruling any objection by such governmental authorities, and subject to any order of the Restructuring Court, engage reasonable efforts to make available up to three (3) current directors, officers or employees of the Domfoam Defendants (other than the Brayiannis Defendant and the Individual Settling Parties) who have knowledge of the allegations in the Proceedings to provide information relating to the allegations in the Proceedings in a personal interview with Class Counsel and/or experts retained by Class Counsel in the Proceedings, at a location chosen by the Domfoam Defendants in their sole discretion or, in the alternative, if no such choice is made, at a location to be reasonably agreed between Class Counsel and the director, officer or employee being interviewed. Each such interview shall take place on a single day and shall last no more than eight (8) hours, including reasonable breaks, except for good cause, and counsel for the Domfoam Defendants and the Individual Settling Parties shall be entitled to attend such interviews. The Parties agree that there shall be no audio or video recording and no written transcription or record of any statements made or information during such interview, and that Class Counsel may only make written notes of their own thoughts and impressions at such interviews for the purpose of formulating legal advice, pursuing litigation and/or for the purpose of advancing settlement discussions in the interests of the Settlement Class. The reasonable costs incurred by, and the reasonable expenses of, the current directors, officers or employees in relation to such interviews shall be the responsibility of the Domfoam Defendants. The Parties agree that any such written notes and any other communications, information and Documents relating to the interview are privileged, shall be kept strictly



confidential and will not be used by Class Counsel for any purpose other than the investigation, prosecution and settlement of the claims in the Proceedings. If any such current directors, officers or employees of the Domfoam Defendants (other than the Brayiannis Defendant or the Individual Settling Parties) refuses to provide information, or otherwise cooperate, the Domfoam Defendants shall engage their reasonable efforts to make such person available for an interview but the failure or refusal of any such current director, officer or employee to agree to make him or herself available or to otherwise cooperate with the Plaintiffs, shall not constitute a breach or violation of the obligations of the Domfoam Defendants under this Settlement Agreement, and shall not provide any basis for the termination of this Settlement Agreement. In the event of such a failure or refusal of any specific current director, officer or employee to agree to make him or herself available or to otherwise cooperate with the Plaintiffs, the Plaintiffs may seek orders from the Ontario Court requiring such current director, officer and/or employee to provide such information or otherwise cooperate pursuant to this Settlement Agreement.

(10) At a time following the Effective Date and to be mutually agreed upon by Class Counsel, the Domfoam Defendants, the Brayiannis Defendant and the Individual Settling Parties, and subject to the other provisions of this section, the Brayiannis Defendant and the Individual Settling Parties shall, at the request of Class Counsel and upon reasonable notice in circumstances where there is a reasonable necessity for the evidence of the Brayiannis Defendant and/or Individual Settling Parties in the prosecution of the Proceedings, and subject to any legal restrictions under any applicable domestic or foreign laws, and subject to the consent of governmental authorities in Canada or an order of the Courts overruling any objection by such governmental authorities, make themselves reasonably available to provide evidence at trial of the Proceedings in Canada, or to be reasonably available to provide an affidavit or declaration and attend at a cross-examination in support of the certification or authorization motion in the Proceedings or in the event of a summary judgment motion brought against the Plaintiffs in the Proceedings.

(11) At a time following the Effective Date and to be mutually agreed upon by Class Counsel, the Domfoam Defendants and the Individual Settling Parties, and subject to the other provisions of this section, the Domfoam Defendants shall, at the request of Class Counsel and upon reasonable notice in circumstances where there is a reasonable necessity for the evidence of the current directors, officers or employees of the Domfoam Defendants in the prosecution of the Proceedings, and subject to any legal restrictions under any applicable domestic or foreign laws, and subject to the consent of governmental authorities in Canada or an order of the Courts overruling any objection by such governmental authorities, and subject to any order of the Restructuring Court, engage reasonable efforts to make three (3) current directors, officers or employees of the Domfoam Defendants (other than the Brayianis Defendant and the Individual Settling Parties) who have knowledge of the allegations in the Proceedings reasonably available to provide evidence at trial of the Proceedings in Canada, or to be reasonably available to provide an affidavit or declaration and attend at a cross-examination in support of the certification or authorization motion in the Proceedings or in the event of a summary judgment motion brought against the Plaintiffs in the Proceedings. If any current director, officer or employee of the Domfoam Defendants (other than the Brayianis Defendant or the Individual Settling Parties) refuses to cooperate under this section, the Domfoam Defendants shall engage their reasonable efforts to make such person available to provide testimony or otherwise cooperate with the Plaintiffs. The failure or refusal of any such current director, officer or employee to agree to make him or herself available, to provide testimony, to provide an affidavit or declaration, to attend at a cross-examination or to otherwise cooperate with the Plaintiffs shall not constitute a breach or violation of the obligations of the Domfoam Defendants under this Settlement Agreement, and shall not provide any basis for the termination of this Settlement Agreement. In the event of such failure or refusal of any specific current director, officer or employee to agree to make him or herself available or to otherwise cooperate with the Plaintiffs, the Plaintiffs may seek orders from the Ontario Court requiring such current director, officer and/or employee to provide such information or otherwise cooperate pursuant to this Settlement Agreement.

(12) Subject to the rules of evidence, the other provisions of this Settlement Agreement and any Confidentiality Order, the Domfoam Defendants, the Brayiannis Defendant and the Individual Settling Parties further agree to engage in reasonable efforts to produce acceptable affidavits or other testimony in the Proceedings from the Individual Settling Parties, the Brayiannis Defendant and/or up to three (3) current directors, officers or employees of the Domfoam Defendants who are qualified to establish for admission into evidence any information or Documents produced by the Individual Settling Parties, the Brayiannis Defendant and/or the Domfoam Defendants in accordance with this section of this Settlement Agreement, provided that Class Counsel, counsel for the Domfoam Defendants, counsel for the Brayiannis Defendant, and counsel for the Individual Settling Parties, acting reasonably, agree that such evidence from such Individual Settling Parties, the Brayiannis Defendant and/or such current directors, officers or employees of the Domfoam Defendants is reasonably necessary for the prosecution of the Proceedings and may be presented to the Courts. The reasonable costs incurred by, and the reasonable expenses of, such Individual Settling Parties, the Brayiannis Defendant and/or such current directors, officers or employees of the Domfoam Defendants in relation to such cooperation shall be the responsibility of the Individual Settling Parties, the Brayiannis Defendant, the Domfoam Defendants and/or the current directors, officers or employees. If any such current director, officer or employee of the Domfoam Defendants (other than the Brayiannis Defendant or the Individual Settling Parties) refuses to cooperate under this section, the Domfoam Defendants shall engage their reasonable efforts to make such person available to provide testimony or otherwise cooperate with the Plaintiffs. The failure or refusal of any such current director, officer or employee to agree to make him or herself available, to provide testimony, to provide an affidavit or declaration, to attend at a cross-examination or to otherwise cooperate with the Plaintiffs shall not constitute a breach or violation of the obligations of the Domfoam Defendants under this Settlement Agreement, and shall not provide any basis for the termination of this Settlement Agreement. In the event of such failure or refusal of any specific current director, officer or employee to agree to make him or herself available or to otherwise cooperate with the Plaintiffs, the Plaintiffs may seek orders from the Ontario Court requiring such current director, officer and/or

employee to provide such information or otherwise cooperate pursuant to this Settlement Agreement.

(13) If, in the course of the Proceedings, the Plaintiffs, the Settlement Class Members and/or Class Counsel conclude that it is reasonably necessary to disclose or provide information or Documents obtained from the Domfoam Defendants, the Brayianis Defendant or the Individual Settling Parties which are not otherwise publicly available to the Non-Settling Defendants or any affiliates of the Non-Settling Defendants, or to file such information or Documents in the Proceedings, and such disclosure is not otherwise prohibited by this Settlement Agreement or a Confidentiality Order, then the Plaintiffs, the Settlement Class Members and/or Class Counsel shall provide the Domfoam Defendants, the Brayianis Defendant and the Individual Settling Parties with an advance written description of the information or Documents that is to be provided to the Non-Settling Defendants or their affiliates or filed with the Courts within a reasonable amount of time in advance of the proposed disclosure, in order that the Domfoam Defendants, the Brayianis Defendant and the Individual Settling Parties may take steps to protect their interests in respect of such information or Documents in accordance with this Settlement Agreement and/or any Confidentiality Order. For greater certainty, the rights of the Domfoam Defendants, the Brayianis Defendant and the Individual Settling Parties under this section are in addition to and shall not derogate from any rights that the Domfoam Defendants, the Brayianis Defendant and the Individual Settling Parties may have under any Confidentiality Order relating to the Proceedings.

(14) The provisions set forth in section 4.5 of this Settlement Agreement shall constitute the exclusive means by which the Plaintiffs, Settlement Class Members and Class Counsel may obtain discovery and/or evidentiary disclosure from the Domfoam Defendants, the Brayianis Defendant, the Individual Settling Parties and the Releasees for the purposes of any certification and/or authorization motion and/or any other motion, for discovery and/or for trial in connection with the Proceedings, and the Plaintiffs, Settlement Class Members and Class Counsel shall pursue no other means of discovery and/or evidentiary disclosure as against the Domfoam Defendants, the Brayianis Defendant, the Individual Settling Parties and/or the Releasees in connection with the

Proceedings, whether in Canada or elsewhere and whether under the rules or laws of this or any other Canadian or foreign jurisdiction.

(15) The obligations of the Domfoam Defendants under section 4.5 of this Settlement Agreement, including but not limited to any subsequent requests by the Plaintiffs and/or Class Counsel for the production or access to information and Documents relating to the Domfoam Defendants shall be contingent upon the ability of the Domfoam Defendants to lawfully and/or practically meet such obligations or requests subject to the filing or granting of creditor protection and/or insolvency relief under the *Companies' Creditors Arrangement Act*, the *Bankruptcy and Insolvency Act*, the U.S. Bankruptcy Code and/or related legislation in Canada or the U.S. In particular but without limitation, none of the obligations in this section shall obligate the Domfoam Defendants to provide access to, produce or otherwise make available information or Documents that the Domfoam Defendants are no longer able or permitted to access as a result of the filing or granting of creditor protection and/or insolvency relief in Canada and/or the U.S. The Domfoam Defendants agree that they shall not seek any limitations or restriction from the Restructuring Court on their ability to cooperate in accordance with this Settlement Agreement, provided that the Parties agree that the Domfoam Defendants remain subject to any order from the Restructuring Court. The Plaintiffs and the Domfoam Defendants may, if necessary, respectively seek advance directions or an order from the Restructuring Court or the Courts in respect of compliance with these cooperation provisions during or after the Restructuring Process, and the Parties agree to be bound by any such directions or order from the Restructuring Court or the Courts.

(16) Nothing in this Settlement Agreement shall require, or shall be construed to require, the Domfoam Defendants, the Brayianis Defendant or the Individual Settling Parties to disclose or produce (i) any communications, discussions or agreements between the Domfoam Defendants, the Brayianis Defendant and/or the Individual Settling Parties and government authorities in Canada or elsewhere in connection with any regulatory or criminal investigations relating to Foam Products that are not otherwise lawfully in the public domain, (ii) any information or Documents created for or by government authorities in Canada or elsewhere in connection with any regulatory or

criminal investigations relating to Foam Products that are not otherwise lawfully in the public domain and (iii) any notes, transcripts, testimony or other information or Documents relating to meetings or interviews with government authorities in Canada or elsewhere in connection with any regulatory or criminal investigations relating to Foam Products that are not otherwise lawfully in the public domain, however, for greater certainty, this section shall not detract or derogate from any obligation of the Domfoam Defendants, the Brayianis Defendant and/or the Individual Settling Parties under section 4.5 of this Settlement Agreement to produce pre-existing business Documents that belong to the Domfoam Defendants, the Brayianis Defendant and/or the Individual Settling Parties and that were created prior to and independently from any regulatory or criminal investigation relating to Foam Products.

(17) Nothing in this Settlement Agreement shall require, or shall be construed to require, the Domfoam Defendants, the Brayianis Defendant, the Individual Settling Parties or any Releasees to perform any act which would violate any provincial, federal or foreign law, to disclose or produce any information or Documents prepared by or for counsel for the Domfoam Defendants or the Brayianis Defendant or the Individual Settling Parties or the Releasees, or to disclose or produce any information or Documents in breach of any order, privacy law or rule, regulatory directive, regulatory policy, regulatory agreement or law of any jurisdiction, or subject to solicitor-client privilege, litigation privilege, attorney-client privilege, work product doctrine, common interest privilege, joint defence privilege or any other privilege, or to disclose or produce any information or Documents the Domfoam Defendants, the Brayianis Defendant and/or the Individual Settling Parties obtained on a privileged or co-operative basis from any party to any action or proceeding who is not a Domfoam Defendant or a Brayianis Defendant. If any information or Documents protected by any privilege and/or by any order, privacy law or rule, regulatory directive, regulatory policy, regulatory agreement or law of any jurisdiction are accidentally or inadvertently produced by the Domfoam Defendants, the Brayianis Defendant and/or the Individual Settling Parties, the Plaintiffs and Class Counsel shall promptly return such information and/or Documents to the Domfoam Defendants, the Brayianis Defendant and/or the Individual Settling Parties and such information and/or Documents shall not be disclosed or used, directly or

indirectly, except with the express prior written consent of the Domfoam Defendants, the Brayiannis Defendant and/or the Individual Settling Parties, and the production of such information and/or Documents shall in no way be construed to constitute a waiver of privilege or protection by the Domfoam Defendants, the Brayiannis Defendant and/or the Individual Settling Parties in connection with such information and/or Documents.

(18) Notwithstanding their obligations to cooperate as set forth in section 4.5 of this Settlement Agreement, if the Domfoam Defendants, the Brayiannis Defendant or the Individual Settling Parties reasonably believe that any of their applications or agreements with government authorities in Canada or elsewhere in connection with any regulatory or criminal investigations relating to Foam Products (without admitting that any such applications or agreements exist) would be endangered by the production or disclosure of information or Documents which would otherwise be required to be produced to Class Counsel or the Plaintiffs pursuant to the terms of this Settlement Agreement, the Domfoam Defendants, the Brayiannis Defendant and/or the Individual Settling Parties may withhold such information or Documents. To the extent that the Domfoam Defendants, the Brayiannis Defendant and/or the Individual Settling Parties withhold such information or Documents, pursuant to this section of this Settlement Agreement, the Domfoam Defendants and/or the Individual Settling Parties shall, within thirty (30) days from the date that such information or Documents would otherwise be produced to Class Counsel pursuant to this Settlement Agreement, provide to Class Counsel a description of the type of information or Document to be withheld, and the basis for withholding such information or Documents. The Domfoam Defendants, the Brayiannis Defendant and/or the Individual Settling Parties shall work in good faith with such government authorities to obtain permission to disclose the information or Documents being withheld. If, on the date which is twelve (12) months from the execution of this Settlement Agreement and sixty (60) days from the date that such information or Documents would otherwise be produced to Class Counsel pursuant to this Settlement Agreement, information or Documents continue to be withheld by the Domfoam Defendants, the Brayiannis Defendant and/or the Individual Settling Parties pursuant to this section, the Domfoam Defendants, the Brayiannis Defendant and/or the Individual Settling Parties shall forthwith provide such information or Documents to Class Counsel

and/or the Plaintiffs, unless any of the Courts, pursuant to motions filed by the Domfoam Defendants, the Brayianis Defendant and/or the Individual Settling Parties or otherwise, orders to the contrary.

(19) Subject to the other provisions of section 4.5 of this Settlement Agreement, the obligations of the Brayianis Defendant and the Individual Settling Parties to produce Documents pursuant to section 4.5 shall be a continuing obligation to make reasonable additional productions to the extent that the Brayianis Defendant and the Individual Settling Parties collect and identify further Documents following the initial production milestones set out above and that fall within the categories of documentary cooperation that are set out in section 4.5 of this Settlement Agreement.

(20) A material factor influencing the Domfoam Defendants', the Brayianis Defendant's and the Individual Settling Parties' decision to execute this Settlement Agreement is their desire to limit the burden and expense of the Proceedings. Accordingly, Class Counsel and the Plaintiffs agree to exercise good faith in seeking cooperation from the Domfoam Defendants, the Brayianis Defendant and/or the Individual Settling Parties, and to avoid seeking information that is unnecessary, cumulative or duplicative and agree otherwise to avoid imposing undue or unreasonable burden or expense on the Domfoam Defendants, the Brayianis Defendant and/or the Individual Settling Parties.

(21) The Plaintiffs may seek directions and/or orders from the Ontario Court relating to their rights under section 4.5 should the Domfoam Defendants, the Brayianis Defendant and/or the Individual Settling Defendants not act reasonably in terms of its/their obligations under section 4.5 or act in a manner that is inconsistent with the spirit and intent of section 4.5.

(22) The Domfoam Defendants', the Brayianis Defendant's and the Individual Settling Parties' obligation to cooperate as particularized in section 4.5 of this Settlement Agreement shall not be affected by the release provisions contained in section 7 of this Settlement Agreement.



(23) The Domfoam Defendants', the Brayianis Defendant's and the Individual Settling Parties' obligation to cooperate under this Settlement Agreement shall cease at the date of final judgment in the Proceedings as against all Defendants. Following the Effective Date, in the event the Plaintiffs allege a material breach by the Domfoam Defendants, the Brayianis Defendant or the Individual Settling Parties of their obligations under section 4.5 of this Settlement Agreement, the non-breaching Party shall have the right to apply to the Ontario Court for specific performance in respect of such obligation. If the Ontario Court finds that a Party, including the Brayianis Defendant or any Individual Settling Parties, has materially breached section 4.5 of this Settlement Agreement and orders specific performance as to that Party, and that Party nonetheless fails to comply with such order, this Settlement Agreement shall be terminated as to that, and only that, Party. In the event that the Ontario Court finds the Brayianis Defendant or any Individual Settling Parties not to have materially breached section 4.5 of this Settlement Agreement, then this Settlement Agreement shall remain in effect as to that Brayianis Defendant or as to that Individual Settling Party. Following the Effective Date, in no event shall any Party be permitted to unilaterally terminate this Settlement Agreement on the basis of actual or alleged breach of section 4.5 of this Settlement Agreement. Furthermore, in no event shall the Brayianis Defendant's or any Individual Settling Party' actual or alleged breach of any of the obligations of section 4.5 of this Settlement Agreement in any way apply, alter, negate or have any effect whatsoever on (i) the discontinuance of the Proceedings with respect to the Domfoam Defendants, or (ii) the full and final release of Released Claims contemplated by this Agreement as to any other Releasees.

**SECTION 5 – DISTRIBUTION OF THE SETTLEMENT AMOUNT,  
ASSIGNMENT PROCEEDS, AND ACCRUED INTEREST**

**5.1 Distribution Protocol**

(1) The Plaintiffs, the Domfoam Defendants and the Individual Settling Parties acknowledge that the Settlement Class includes Persons who purchased Foam Products directly from the Defendants as well as Persons who purchased Foam Products indirectly from third parties, and that this Settlement Agreement makes no determination as to

which Settlement Class Members are entitled to distribution from the Trust Account or as to the formula for determining the allocation of the monies in the Trust Account.

(2) After the Effective Date, at a time wholly within the discretion of Class Counsel, Class Counsel shall seek orders from the Courts approving the Distribution Protocol. Class Counsel shall engage in reasonable consultation with counsel for the Domfoam Defendants and the Individual Settling Parties regarding the terms of the Distribution Protocol. Subject to any amendments by the Courts, the Settlement Class Members shall be compensated pursuant to the Distribution Protocol. After the Effective Date and after the Courts have approved the Distribution Protocol, the remaining monies in the Trust Account shall be transferred by the Escrow Agent to the Claims Administrator for payment in accordance with the Distribution Protocol.

#### **5.2 No Responsibility for Administration or Fees**

The Domfoam Defendants, the Brayiannis Defendant and the Individual Settling Parties shall not have any responsibility, financial obligations or liability whatsoever with respect to the investment, distribution or administration of monies in the Trust Account including, but not limited to, Administration Expenses and Class Counsel Fees.

### **SECTION 6 – OPTING OUT**

#### **6.1 Procedure for Opting Out**

(1) A Person may opt out of the Proceedings by completing and signing the Opt Out Form, and by sending the Opt Out Form, by pre-paid mail, courier or fax to the Opt Out Administrator at an address and coordinates to be identified in the Notice of Certification and Settlement Approval contemplated by section 11.1 of this Settlement Agreement.

(2) A Person who wishes to opt out of the Proceedings must provide the following to the Opt Out Administrator as part of the Opt Out Form:

- (a) an executed statement requesting that the Person opting out be excluded from the Settlement Class in the Canadian Polyurethane Foam Class Actions National Settlement;

- (b) the full name, current address and telephone number of the Person who is opting out and any former names which are relevant to its purchase of Foam Products in Canada during the Settlement Class Period;
  - (c) the name(s), if known, of each entity from whom the Person purchased Foam Products in Canada during the Settlement Class Period; and
  - (d) particulars of the Purchase Price, if known, and volume, if known, of Foam Products purchased from each such entity during the Settlement Class Period.
- (3) An election to opt out will only be effective if the Opt Out Form is postmarked on or before the Opt Out Deadline.

## 6.2 Opt Out Report

The Opt Out Administrator shall use the information provided by the Domfoam Defendants pursuant to section 12.2(2) to supplement and confirm the information received pursuant to section 6.1(2) of this Settlement Agreement. Within thirty (30) days of the Opt Out Deadline, the Opt Out Administrator shall provide to counsel for the Domfoam Defendants, counsel for the Individual Settling Parties and Class Counsel, to the extent that such information is known by the Opt Out Administrator, the following information in respect of each Person, if any, who has opted out of the Proceedings:

- (a) the Person's full name, current address and telephone number;
- (b) the reasons for opting out, if given;
- (c) the name(s), if known, of each entity from whom the Person purchased Foam Products during the Settlement Class Period;
- (d) for each such entity, the Purchase Price, if known, and volume, if known, of Foam Products purchased during the Settlement Class Period; and
- (e) a copy of all information provided in the opt out process by the Person electing to opt out.

### **6.3 Right to Terminate Based on Opt Outs**

(1) The Domfoam Defendants and/or the Individual Settling Parties may terminate this Settlement Agreement in the event that the volume of Foam Products purchased by members of the Settlement Class who opt out of the Proceedings or the number and identity of members of the Settlement Class who opt out of the Proceedings exceeds the Confidential Opt Out Threshold.

(2) To terminate this Settlement Agreement based on Opt Outs, the Domfoam Defendants and/or the Individual Settling Parties shall give a written notice of termination to Class Counsel no later than twenty-one (21) days after the receipt of the report contemplated by section 6.2 of this Settlement Agreement.

## **SECTION 7 - RELEASES AND DISMISSALS**

### **7.1 Release of Releasees**

Upon the Effective Date, and in consideration of payment of the Settlement Amount and for other valuable consideration set forth in the Settlement Agreement, the Releasors forever and absolutely release the Releasees from the Released Claims.

### **7.2 Covenant Not To Sue**

Notwithstanding section 7.1, for any Settlement Class Members resident in any province or territory where the release of one tortfeasor is a release of all other tortfeasors, the Releasors do not release the Releasees but instead covenant not to sue and undertake not to make any claim in any way or to threaten, commence, participate in, or continue any proceeding in any jurisdiction against the Releasees in respect of or in relation to the Released Claims.

### **7.3 No Further Claims**

The Releasors shall not now or hereafter institute, continue, maintain or assert, either directly or indirectly, whether in Canada or elsewhere, on their own behalf or on behalf of any class or any other Person, any action, suit, cause of action, claim or demand

against any Releasees or against any other Person who may claim contribution or indemnity, or other claims over relief, from any Releasees in respect of any Released Claim or any matter related thereto, except for the continuation of the Proceedings against the Non-Settling Defendants or named or unnamed co-conspirators that are not Releasees.

**7.4 Discontinuance of Proceedings against the Domfoam Defendants**

The B.C. Proceedings and the Ontario Proceedings shall be discontinued without costs as against the Domfoam Defendants. The Quebec Proceeding shall be settled, without costs and without reservation as against the Domfoam Defendants, and the Parties shall sign and file a declaration of settlement out of court with the Quebec Court. The Parties agree that any such discontinuance and/or declaration of settlement out of court shall not alter, negate or otherwise have any effect on the releases in favour of the Releasees that are set out in section 7 of this Settlement Agreement. For greater certainty, the Parties agree that such discontinuances and/or declarations of settlement out of court shall not impair the Settlement Class' ability to file claims in any creditor protection or insolvency proceedings in Canada and/or the U.S. relating to the Domfoam Defendants, or to seek to enforce the Assignment as against the Domfoam Defendants or any legal representative of the Domfoam Defendants.

**7.5 Discontinuance of Other Actions against the Domfoam Defendants**

(1) Upon the Effective Date, all Other Actions which were commenced in Ontario, British Columbia or any other jurisdiction in Canada except Quebec by any Settlement Class Member who does not opt out shall be deemed discontinued against the Domfoam Defendants.

(2) Upon the Effective Date, each member of the Ontario Settlement Class and the B.C. Settlement Class who does not opt out shall be deemed to irrevocably consent to the discontinuance of his, her or its Other Actions against the Domfoam Defendants.

(3) Each member of the Quebec Settlement Class who makes a claim under this Settlement Agreement shall be deemed to irrevocably consent to the dismissal, without

cost and without reservation, of his, her or its Other Actions against the Domfoam Defendants.

(4) Each Other Action commenced in Quebec by a member of the Quebec Settlement Class who makes a claim under this Settlement Agreement shall be dismissed as against the Domfoam Defendants without costs and without reservation.

#### **7.6 Tolling of Limitation Periods as against the Domfoam Defendants**

Following the discontinuance and settlement of the Proceedings set out in section 7.4, all applicable limitation periods for the filing of claims, defences, counterclaims and/or third party claims by the Plaintiffs or the Settlement Class Members shall be suspended or tolled as to the Domfoam Defendants. For greater certainty, the Parties do not agree to the tolling or suspension of any applicable limitation periods that may govern potential claims by the Non-Settling Defendants or named or unnamed co-conspirators as against the Domfoam Defendants, the Brayianis Defendant, the Individual Settling Parties or any other party.

#### **7.7 Dismissal of the Ontario Proceedings against the Brayianis Defendant**

The Ontario Proceedings shall be dismissed, without costs and with prejudice as against the Brayianis Defendant.

#### **7.8 Dismissal of Other Actions against the Releasees**

(1) Upon the Effective Date, all Other Actions which were commenced in Ontario, British Columbia or any other jurisdiction in Canada except Quebec by any member of the Settlement Class who does not opt out shall be deemed dismissed against the Brayianis Defendant, the Individual Settling Parties or the Releasees without costs and with prejudice.

(2) Upon the Effective Date, each member of the Ontario Settlement Class and the B.C. Settlement Class who does not opt out shall be deemed to irrevocably consent to the dismissal of his, her or its Other Actions against the Brayianis Defendant, the Individual Settling Parties or the Releasees.

(3) Each member of the Quebec Settlement Class who makes a claim under this Settlement Agreement shall be deemed to irrevocably consent to the dismissal, without cost and without reservation, of his, her or its Other Actions against the Brayianis Defendant, the Individual Settling Parties or the Releasees.

(4) Each Other Action commenced in Quebec by a member of the Quebec Settlement Class who makes a claim under this Settlement Agreement shall be dismissed as against the Brayianis Defendant, the Individual Settling Parties or the Releasees, without costs and without reservation.

#### **7.9 Impact of Discontinuance and Dismissals**

The Parties agree that the discontinuances, declarations of settlement, dismissals, and consents set out in section 7.4, 7.5, 7.6, 7.7 and 7.8 of this Settlement Agreement shall not alter, negate or otherwise have any impact or effect on the releases of the Released Claims by the Releasers in favour of the Releasees that are set out in sections 7.1, 7.2 and 7.3 of this Settlement Agreement.

#### **7.10 Releases and Covenants Not to Sue**

The form and content of the releases and covenants not to sue contemplated in sections 7.1, 7.2 and 7.3 of this Settlement Agreement shall be considered a material term of the Settlement Agreement in favour of the Domfoam Defendants, the Brayianis Defendant and the Individual Settling Parties and the failure of any Court to approve the releases or covenants not to sue contemplated herein shall give rise to a right of termination by the Domfoam Defendants and the Individual Settling Parties pursuant to section 14 of this Settlement Agreement. For greater certainty, and notwithstanding any other term of this Settlement Agreement, the Plaintiffs and Class Counsel shall not have any right of termination in the event that any Court fails to approve the releases and/or covenants not to sue contemplated herein, or if any Court approves the releases and/or covenants not to sue contemplated herein in a materially modified form.

## SECTION 8 - BAR ORDER, WAIVER OF SOLIDARITY ORDER AND OTHER CLAIMS

### 8.1 British Columbia and Ontario Bar Orders

The Plaintiffs, the Domfoam Defendants, the Brayiannis Defendant and the Individual Settling Parties agree that the British Columbia and Ontario orders approving this Settlement Agreement must include a bar order in respect of the B.C. Proceedings and the Ontario Proceedings. The bar order shall be in a form reasonably agreed to by the Plaintiffs, the Domfoam Defendants and the Individual Settling Parties, and shall include:

- (a) a provision that all claims for contribution, indemnity or other claims over, whether asserted or unasserted or asserted in a representative capacity, inclusive of interest, taxes and costs, relating to the Released Claims, which were or could have been brought in the Proceedings or otherwise, by any Non-Settling Defendant or any other Person or party, against a Releasee, or by a Releasee against a Non-Settling Defendant, are barred, prohibited and enjoined in accordance with the terms of this section (unless such claim is made in respect of a claim by an Opt Out);
- (b) a provision governing the rights of the Plaintiffs and the Settlement Class Members to assert claims against the Non-Settling Defendants or named or unnamed co-conspirators that are not Releasees in respect of the Proceedings or otherwise, provided that under such a provision, if a Court determines there is a right of contribution and indemnity or other claim over, whether in equity or in law, by statute or otherwise between co-conspirators, the Plaintiffs and the Settlement Class Members shall not be entitled to claim or recover from the Non-Settling Defendants and/or named or unnamed co-conspirators that are not Releasees that portion of any damages (including punitive damages, if any), restitutionary award, disgorgement of profits, interest and costs (including investigative costs claimed pursuant to s. 36 of the *Competition Act*) that corresponds to the Proportionate Liability of the Releasees proven at trial or otherwise, in respect of the Proceedings or



otherwise, and the Court shall have full authority to determine the Proportionate Liability of the Releasees at trial or other disposition of the Proceedings, whether or not the Releasees appear at trial or other disposition and the Proportionate Liability of the Releasees shall be determined as if the Releasees are parties to the Proceedings and any determination by the Court in respect of the Proportionate Liability of the Releasees shall only apply in the relevant Proceedings and shall not be binding on the Releasees in any other proceedings; and

- (c) a provision governing the ability of the Non-Settling Defendants to bring a motion to seek discovery of the Brayannis Defendant for the purposes of the continuation of the Proceedings, provided that under such a provision, the Brayannis Defendant shall retain and reserve all of his rights to oppose such a motion.

## 8.2 Quebec Waiver or Renunciation of Solidarity Order

(1) The Plaintiffs, the Domfoam Defendants and the Individual Settling Parties agree that the Quebec order approving this Settlement Agreement must include an order that provides for a waiver or renunciation of solidarity. The waiver or renunciation of solidarity order shall be in a form reasonably agreed to by the Plaintiffs, the Domfoam Defendants and the Individual Settling Parties, provided that the Quebec Court must take notice of the following undertaking and the order must include the following terms:

- (a) a provision that the Plaintiffs in Quebec and the Quebec Settlement Class Members expressly waive and renounce the benefit of solidarity with respect to any share of liability, including without limitation liability arising from *in solidum* obligations, that can be attributed in any way to the Releasees in respect of the Quebec Proceeding (if any), in capital, interest and/or costs;
- (b) a provision that the Plaintiffs in Quebec and the Quebec Settlement Class Members expressly waive and renounce, to the Releasees' exclusive benefit, to claim or receive payment from the Non-Settling Defendants or any other

person of any amount representing any share of liability that can be attributed in any way to the Releasees in respect of the Quebec Proceeding (if any), in capital, interests and/or costs;

- (c) a provision that the Plaintiffs in Quebec and the Quebec Settlement Class Members release the Non-Settling Defendants and any other person in respect of any share of liability that can be attributed in any way to the Releasees in respect of the Quebec Proceeding (if any), in capital, interests and costs; and
- (d) a provision that the Plaintiffs in Quebec and the Quebec Settlement Class Members will bear the Releasees' share in the contribution in respect of the Quebec Proceeding (if any) that would result from the insolvency of a Non-Settling Defendants or any other Person.

(2) The Plaintiffs, the Domfoam Defendants and the Individual Settling Parties further agree that the Quebec order approving this Settlement Agreement must also include a provision that in the event that any person brings an action in warranty or any other claim to obtain from the Releasees an amount representing the share of liability attributed to the Releasees in the Quebec Proceeding (if any) and the Plaintiffs, the Domfoam Defendants, the Individual Settling Parties and the other Releasees are not able to obtain the dismissal of such an action or claim through a preliminary motion at first instance before the Quebec Court, then the Plaintiffs in Quebec and the Quebec Settlement Class Members shall undertake to indemnify the Releasees and to save the Releasees harmless in respect of any damage, harm, loss or cost reasonably incurred in respect of such action or claim, provided that any such indemnity will only be paid out of any present or future undistributed settlement or judgment amount collected from the Non-Settling Defendants or named or unnamed co-conspirators or any other person for the benefit of the Plaintiffs and the Quebec Settlement Class Members in respect of the Quebec Proceeding. This indemnity shall not affect the ability of the Plaintiffs to seek interim distributions of settlement funds subject to court approval.

### **8.3 Material Term**

The form and content of the bar orders and the waiver or renunciation of solidarity order contemplated in sections 8.1 and 8.2 of this Settlement Agreement shall be considered a material term of the Settlement Agreement in favour of the Domfoam Defendants and the Individual Settling Parties and the failure of any Court to approve the bar orders or the waiver or renunciation of solidarity order contemplated herein shall give rise to a right of termination by the Domfoam Defendants and the Individual Settling Parties pursuant to section 14 of this Settlement Agreement. For greater certainty, and notwithstanding any other term of this Settlement Agreement, the Plaintiffs and Class Counsel shall not have any right of termination in the event that any Court fails to approve the bar order and/or waiver or renunciation of solidarity order contemplated herein, or if any Court approves the bar order and/or waiver or renunciation of solidarity order contemplated herein in a materially modified form.

## **SECTION 9 – EFFECT OF SETTLEMENT**

### **9.1 No Admission of Liability**

The Plaintiffs, Class Counsel, the Domfoam Defendants, the Brayianis Defendant and the Individual Settling Parties expressly reserve all of their rights if this Settlement Agreement is not approved, is terminated or otherwise fails to take effect for any reason. The Plaintiffs, Class Counsel, the Domfoam Defendants, the Brayianis Defendant and the Individual Settling Parties agree that, whether or not this Settlement Agreement is finally approved, is terminated, or otherwise fails to take effect for any reason, 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 deemed, construed or interpreted to be an admission of any violation of any statute or law, or of any wrongdoing or liability by any of the Domfoam Defendants, the Brayianis Defendant or the Individual Settling Parties or by any Releasee, or of the truth of any of the claims or allegations contained in the Proceedings, the Other Actions or any other pleading filed by the Plaintiffs or any other Settlement Class Member.

## 9.2 Agreement Not Evidence

The Plaintiffs, Class Counsel, the Domfoam Defendants, the Brayianis Defendant and the Individual Settling Parties agree that, whether or not it is terminated, 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 in any present, pending or future civil, criminal or administrative action or proceeding, except in a proceeding to approve and/or enforce this Settlement Agreement, or to defend against the assertion of Released Claims, or as otherwise required by law or as provided in this Settlement Agreement.

## 9.3 No Further Litigation

(1) No Plaintiff and no Class Counsel may directly or indirectly participate or be involved in or in any way assist with respect to any claim made or action commenced by any Person which relates to or arises from the Released Claims, except in relation to the continued investigation and prosecution of the Proceedings, or any new proceedings, as against any Non-Settling Defendant or any named or unnamed co-conspirators who are not Releasees. However, this subsection shall not be operative to the extent that it is inconsistent with B.C. Class Counsel's obligations under Rule 4.7 of the British Columbia Professional Conduct Handbook.

(2) For greater certainty, section 9.3(1) does not apply to the involvement of any Person in the continued investigation and prosecution of the Proceedings as against any Non-Settling Defendant or any named or unnamed co-conspirators who are not Releasees. In addition, section 9.3(1) does not apply in respect of any claim in respect of the Domfoam Defendants that may be filed in any creditor protection, restructuring or other bankruptcy proceeding in Canada or the U.S. relating to the Domfoam Defendants pursuant to section 3 of this Settlement Agreement.

**SECTION 10 – CERTIFICATION OR AUTHORIZATION FOR SETTLEMENT ONLY**

**10.1 Settlement Class and Common Issue**

(1) The Parties agree that the Proceedings shall be certified or authorized as class proceedings as against the Domfoam Defendants and the Brayianis Defendant solely for purposes of settlement of the Proceedings and the approval of this Settlement Agreement by the Courts.

(2) The Plaintiffs agree that, in the motions for certification or authorization of the Proceedings as class proceedings and for the approval of this Settlement Agreement, the only common issue that the Plaintiffs will seek to define is the Common Issue and the only classes that they will assert are the Settlement Class. The Plaintiffs acknowledge that the Domfoam Defendants and the Brayianis Defendant agree to the definition of the Common Issue for purposes of settlement only.

**10.2 Certification or Authorization Without Prejudice in the Event of Termination**

In the event this Settlement Agreement is not approved, is terminated in accordance with its terms or otherwise fails to take effect for any reason, the Parties agree that any prior certification or authorization of a Proceeding as a class proceeding pursuant to this Settlement Agreement, or any amended certification of a Proceeding as a class proceeding pursuant to this Settlement Agreement, including the definition of the Settlement Class and the statement of the Common Issue, shall be without prejudice to any position that any of the Parties may later take on any issue in the Proceedings or any other litigation.

**SECTION 11 – NOTICE TO SETTLEMENT CLASS**

**11.1 Notice Required**

The proposed Settlement Class shall be given the following Notices: (i) Notice of Approval Hearings; (ii) Notice of Certification and Settlement Approval; and (iii)

termination of this Settlement Agreement if it is terminated after notice provided in accordance with (i) above or as otherwise ordered by the Courts.

### **11.2 Form, Publication and Distribution of Notice**

(1) The form of the Notices referred to in section 11.1 and the manner of publication and distribution shall be as reasonably agreed to by the Plaintiffs and the Domfoam Defendants or in such form or manner as approved by the Courts.

(2) The Plaintiffs, the Domfoam Defendants and the Individual Settling Parties shall engage in reasonable efforts to work with the parties to the U.S. Settlement and with the Non-Settling Defendants to the Proceedings to coordinate the form, publication and distribution of the Notices pursuant to this Settlement Agreement with the provision of notice for any other settlements that have or may be reached in the Proceedings or the U.S. Proceedings so that, to the extent possible, the Settlement Class receives effective notice on a timely basis and at a reasonable cost.

### **11.3 Notice of Distribution**

Except to the extent provided for in this Settlement Agreement, the form of notice in respect to the administration of this Settlement Agreement and the Distribution Protocol shall be determined by the Courts on motions brought by Class Counsel.

## **SECTION 12 – ADMINISTRATION AND IMPLEMENTATION**

### **12.1 Mechanics of Administration**

Except to the extent provided for in this Settlement Agreement, the mechanics of the implementation and administration of this Settlement Agreement and the Distribution Protocol shall be determined by the Courts on motions brought by Class Counsel.

## 12.2 Information and Assistance

- (1) The Domfoam Defendants will make reasonable efforts to compile a list of the names and addresses of Persons in Canada who purchased Foam Products from the Domfoam Defendants in Canada during the Settlement Class Period.
- (2) The information required by section 12.2(1) shall be delivered to Class Counsel within thirty (30) business days of the Execution Date.
- (3) Class Counsel may use the information provided under section 12.2(2) to advise Persons in Canada who purchased Foam Products from the Domfoam Defendants in Canada during the Settlement Class Period of this Settlement Agreement and the date of the Approval Hearings before the Courts.
- (4) If this Settlement Agreement is not approved, terminated, or otherwise fails to come into effect, all information provided by the Domfoam Defendants pursuant to section 12.2(2) shall be returned or destroyed forthwith in accordance with section 14.2(1)(f), no record of the information so provided shall be retained by Class Counsel in any form whatsoever, and the information so provided may not be used or disclosed, directly or indirectly, in any form or manner by Class Counsel or by any Person to whom Class Counsel has disclosed such information.

## **SECTION 13— CLASS COUNSEL FEES AND ADMINISTRATION EXPENSES**

- (1) The Escrow Agent shall pay the reasonable costs of the notices referred to in section 11 of this Settlement Agreement, any reasonable costs associated with receiving the written elections to opt out and the costs of the Escrow Agent from the Trust Account.
- (2) Class Counsel may seek the Courts' approval to pay Class Counsel Fees and Administration Expenses contemporaneous with seeking approval of this Settlement Agreement, or at such other time as they shall determine in their sole discretion, provided that Class Counsel agree that they shall not be paid Class Counsel Fees from the Settlement Amount in the event this Settlement Agreement is not approved, is terminated

or otherwise fails to take effect, provided that they may seek payment of professional fees in respect of their representation of the Plaintiffs from the ISP Release Payment contemplated by sections 14.2(1)(g)(A) and 14.4 of this Settlement Agreement. The Domfoam Defendants, the Brayiannis Defendant and the Individual Settling Parties shall take no position with respect to Class Counsel's motion for payment of Class Counsel Fees.

(3) Except as provided in sections 13(1) and 13(2), Class Counsel Fees and Administration Expenses may only be paid out of the Trust Account after the Effective Date.

(4) The Domfoam Defendants, the Brayiannis Defendant and the Individual Settling Parties shall not be liable for any fees, disbursements or taxes, including but not limited to Class Counsel Fees and any fees, disbursements or taxes of Class Counsel's, the Plaintiffs' or the Settlement Class Members' respective lawyers, experts, advisors, agents, or representatives.

#### **SECTION 14 - TERMINATION OF SETTLEMENT AGREEMENT**

##### **14.1 Right of Termination**

(1) The Plaintiffs and Class Counsel shall have the right to terminate this Settlement Agreement, in the event that:

- (a) any Court declines to certify or authorize a Settlement Class or the Settlement Class, and the Court's order or judgment has become a Final Order;
- (b) any Court declines to approve this Settlement Agreement or any material term or part hereof, and the Court's order or judgment has become a Final Order;
- (c) any Court approves this Settlement Agreement in a materially modified form, subject to the provisions of this Settlement Agreement governing materiality, and the Court's order or judgment has become a Final Order;



- (d) the Domfoam Defendants do not make an application for creditor protection and/or insolvency relief in Canada and/or in the U.S., including but not limited to an application under the *Companies' Creditors Arrangement Act*, the *Bankruptcy and Insolvency Act*, the U.S. Bankruptcy Code and/or related legislation in Canada or the U.S., within thirty (30) days of the Execution Date; or
  - (e) any orders approving this Settlement Agreement made by the Ontario Court, the B.C. Court or the Quebec Court do not become Final Orders.
- (2) The Domfoam Defendants and/or the Individual Settling Parties shall further have the right to terminate this Settlement Agreement in the event:
- (a) any Court declines to certify or authorize a Settlement Class or the Settlement Class, and the Court's order or judgment has become a Final Order;
  - (b) any Court declines to approve this Settlement Agreement or any material term or part hereof, and the Court's order or judgment has become a Final Order;
  - (c) any Court approves this Settlement Agreement in a materially modified form, subject to the provisions of this Settlement Agreement governing materiality, and the Court's order or judgment has become a Final Order;
  - (d) any orders approving this Settlement Agreement made by the Ontario Court, the B.C. Court or the Quebec Court do not become Final Orders;
  - (e) the form and content of any of the Final Orders approved by the B.C. Court, the Ontario Court and the Quebec Court fails to comply with sections 2.4(2) and 2.4(3) of this Settlement Agreement;
  - (f) the form and content of any of the Final Orders approved by the B.C. Court, the Ontario Court and the Quebec Court fails to comply with sections 7.1, 7.2, 7.3, 8.1 and 8.2 of this Settlement Agreement; or

(g) the Confidential Opt Out Threshold is exceeded and the Domfoam Defendants and/or the Individual Settling Parties provide written notice of termination in accordance with section 6.3(2) of this Settlement Agreement.

(3) To exercise a right of termination under section 14.1(1) or 14.1(2), a terminating party shall deliver a written notice of termination pursuant to section 15.18 of this Settlement Agreement. Upon delivery of such a written notice, this Settlement Agreement shall be terminated and, except as provided for in section 14.4, it shall be null and void and have no further force or effect, shall not be binding on the Parties, and shall not be used as evidence or otherwise in the Proceedings or any litigation.

(4) Subject to section 14.1(5), any order, ruling or determination made by any Court that is not substantially in the form of its respective order annexed as Schedule "B1", "B2" or "B3" shall be deemed to be a material modification of this Settlement Agreement and shall provide a basis for the Domfoam Defendants' termination and/or the Individual Settling Parties' termination of this Settlement Agreement, provided however that the Domfoam Defendants and/or the Individual Settling Parties may agree to waive this provision.

(5) Any order, ruling or determination made by any Court with respect to Class Counsel Fees and/or Distribution Protocol shall not be deemed to be a material modification of all, or a part, of this Settlement Agreement and shall not provide any basis for the termination of this Settlement Agreement.

(6) For greater certainty, the Plaintiffs, Class Counsel, the Domfoam Defendants, the Brayiannis Defendant and the Individual Settling Parties acknowledge and agree that they shall not rely on any future ruling or proceedings arising from or in connection with the pending appeals before the Supreme Court of Canada in respect of *Sun-Rype Products Ltd. v. Archer Daniels Midland Company* (Supreme Court of Canada File #34283) and *Pro-Sys Consultants Ltd. v. Microsoft Corporation* (Supreme Court of Canada File #34282) as a ground or basis for terminating this Settlement Agreement pursuant to sections 14.1(1) and 14.1(2) or otherwise at law.

#### 14.2 If Settlement Agreement is Terminated

(1) If this Settlement Agreement is not approved, is terminated in accordance with its terms or otherwise fails to take effect for any reason, the Plaintiffs, Class Counsel, the Domfoam Defendants, the Brayiannis Defendant and the Individual Settling Parties agree:

- (a) no motion to certify or authorize any of the Proceedings as a class proceeding on the basis of this Settlement Agreement or to approve this Settlement Agreement, which has not been decided, shall proceed;
- (b) any order certifying or authorizing any of the Proceedings as a class proceeding on the basis of the Settlement Agreement or approving this Settlement Agreement shall be set aside and declared null and void and of no force or effect, and anyone shall be estopped from asserting otherwise;
- (c) any prior certification or authorization of any Proceedings as a class proceeding that has occurred after the date of this Settlement Agreement, including the definitions of the Settlement Class and the Common Issue, and any prior procedural or substantive ruling in respect of the ongoing Proceedings that has occurred after the date of this Settlement Agreement, shall be without prejudice to any position that the Domfoam Defendants, the Brayiannis Defendant or the Individual Settling Parties may later take on any procedural or substantive issue in the ongoing Proceedings or any other litigation;
- (d) any appearance, attendance, filing or any other action or step taken by the Domfoam Defendants, the Brayiannis Defendant and/or the Individual Settling Parties pursuant to or relating to this Settlement Agreement shall be without prejudice to any position that the Domfoam Defendants, the Brayiannis Defendant and/or the Individual Settling Parties may later take in respect of the jurisdiction of the Courts or any other court (with the exception of the jurisdiction of the B.C. Court), including a motion by one or more of

the Domfoam Defendants, the Brayianis Defendant and/or the Individual Settling Parties seeking to quash service *ex juris* or to otherwise challenge the jurisdiction of the Courts or any other court over such defendant in the Proceedings or any other litigation;

(e) the Parties shall negotiate in good faith to determine a new timetable, if the Proceedings are to continue against the Domfoam Defendants, the Brayianis Defendant and/or the Individual Settling Parties;

(f) within ten (10) days of such termination or failure having occurred, Class Counsel shall destroy all Documents or other information provided by the Domfoam Defendants, the Brayianis Defendant and/or the Individual Settling Parties as cooperation under this Settlement Agreement, or containing or reflecting information derived from such Documents or other information, and to the extent that Class Counsel has disclosed any Documents or other information provided by the Domfoam Defendants, the Brayianis Defendant and/or the Individual Settling Parties to any other person (including Plaintiffs' experts), shall recover and destroy such Documents and other information. Class Counsel shall provide the Domfoam Defendants, the Brayianis Defendant and/or the Individual Settling Parties with a written certification by Class Counsel of such destruction. Nothing contained in this subsection shall be construed to require Class Counsel to destroy any of their work product; and

(g) each Class Counsel shall forthwith deliver consents in writing to counsel for the Domfoam Defendants, the Brayianis Defendant and/or the Individual Settling Parties authorizing the Domfoam Defendants, the Brayianis Defendant and/or the Individual Settling Parties to bring motions before each of the Courts for orders:

(A) directing that the balance of the Settlement Amount in the Trust Account less the ISP Release Payment shall be paid to the Contributing Individual Settling Parties, in accordance with section

14.3 of this Settlement Agreement, and that, subject to any contrary order of the Courts, the ISP Release Payment be paid to or held for the benefit of the Plaintiffs (individually in their capacity as named Plaintiffs only);

- (B) directing that the balance of the proceeds from the Assignment in the Trust Account shall be paid to the Domfoam Defendants, in accordance with section 14.3 of this Settlement Agreement;
- (C) declaring that this Settlement Agreement to be null and void and of no force or effect (except for the provisions set out in section 14.4 of this Settlement Agreement); and
- (D) setting aside any order certifying or authorizing the Proceedings as a class proceedings on the basis of this Settlement Agreement.

**14.3 Allocation of Monies in the Trust Account Following Termination**

(1) For greater certainty, if this Settlement Agreement is not approved, is terminated in accordance with its terms or otherwise fails to take effect for any reason, the Parties agree that the Assignment shall be terminated and shall have no legal effect.

(2) If this Settlement Agreement is not approved, is terminated in accordance with its terms or otherwise fails to take effect for any reason, the Escrow Agent shall return to the Contributing Individual Settling Parties all monies from the Settlement Amount in the Trust Account including all accrued interest less the ISP Release Payment, and shall return to the Domfoam Defendants all monies from the proceeds of the Assignment received in the Trust Account as of the applicable date including all accrued interest but less the costs of the Escrow Agent and the Opt Out Administrator and the Notices that have been incurred but not paid to date, provided however, if the proceeds of the Assignment received as of the applicable date including all accrued interest are not sufficient to cover such costs, then the Escrow Agent may apply or deduct any such remaining costs (up to a maximum amount of three-hundred and seventy-five thousand Canadian dollars (CAD \$375,000)) against the Settlement Amount including all accrued

interest less the ISP Release Payment. The Escrow Agent shall remit such monies to the Contributing Individual Settling Parties and/or the Domfoam Defendants within thirty (30) business days of such termination or event having occurred. The ISP Release Payment shall be held or distributed pursuant to the Court's discretion under section 14.2(1)(g)(A).

#### **14.4 Survival of Certain Releases Following Termination**

Notwithstanding sections 14.2 and 14.3 of this Settlement Agreement, in the event that the Contributing Individual Settling Parties comply with their obligations of payment under section 4.1 of this Settlement Agreement and the Individual Settling Parties and the Brayianis Defendant comply with their obligations of cooperation set out in section 4.5 of this Agreement prior to the Approval Hearings, but this Settlement Agreement is not approved, is terminated in accordance with its terms or otherwise fails to take effect for any reason that does not arise as a result from a breach of the Individual Settling Parties or the Brayianis Defendant, and the Courts approve an order under section 14.2(1)(g)(A) directing that the ISP Release Payment can be paid to, or held for the benefit of, the Plaintiffs (individually in their capacity as named Plaintiffs only), the provisions of sections 14.2, 14.3, 14.4 and 14.5 shall apply and bind the Parties, but the Plaintiffs excluding Option Consommateurs (individually in their capacity as named Plaintiffs only) shall still be deemed to have fully, finally and forever released, relinquished and discharged all Released Claims against the Releasees, shall covenant not to sue the Releasees with respect to all such Released Claims, and shall be permanently barred and enjoined from instituting, commencing or prosecuting any such Released Claims against the Releasees so long as the Individual Settling Parties and the Brayianis Defendant continue to provide cooperation pursuant to section 4.5 of this Agreement. Section 7.2 applies to any release under this section. For greater certainty, nothing in this section purports to affect the rights of any other Settlement Class Members as against the Individual Settling Parties and the Brayianis Defendant, and the Individual Settling Parties and the Brayianis Defendant will not object to the addition or substitution of plaintiffs to allow for the continuation of the Proceedings as proposed class proceedings, will not raise limitations or estoppel arguments as against any other putative member of

the Settlement Class arising from this section, nor will they raise conflict of interest arguments as against the Plaintiffs or Class Counsel arising from this section, provided the Plaintiffs (including Option Consummateurs) and Class Counsel shall not in any circumstance use any information or Documents obtained or derived in respect of the Individual Settling Parties and the Brayiannis Defendant pursuant to section 4.5 of this Settlement Agreement for the purpose of asserting any claims relating to the Released Claims against any Releasees in any proceeding or other forum, unless such information or Documents are lawfully obtained through other means.

#### **14.5 Survival of Provisions after Termination**

If this Settlement Agreement is not approved, is terminated in accordance with its terms or otherwise fails to take effect for any reason, the provisions of sections 4.5(2), 4.5(11), 9, 10.2, 11, 12.2(4), 13(1), 14 and 15(18) (and any additional provisions governing confidentiality and any addition provisions governing cooperation to the extent that there is continuing cooperation) shall survive the termination and continue in full force and effect. The definitions and Schedules shall survive only for the limited purpose of the interpretation of sections 4.5(2), 4.5(11), 9, 10.2, 11, 12.2(4), 13(1), 14 and 15(18) (and any additional provisions governing confidentiality and any additional provisions governing cooperation to the extent that there is continuing cooperation) within the meaning of this Settlement Agreement, but for no other purposes. All other provisions of this Settlement Agreement and all other obligations pursuant to this Settlement Agreement shall cease immediately.

### **SECTION 15 - MISCELLANEOUS**

#### **15.1 Releasees Have No Liability for Administration**

The Releasees have no responsibility for and no liability whatsoever with respect to the administration of the Settlement Agreement or the Distribution Protocol.

## 15.2 Motions for Directions

- (1) Class Counsel, the Domfoam Defendants, the Brayiannis Defendant and/or the Individual Settling Parties may apply to the Courts for directions in respect of this Settlement Agreement.
- (2) Class Counsel may apply to the Courts for directions in respect of the Distribution Protocol.
- (3) All motions contemplated by this Settlement Agreement shall be on notice to the Plaintiffs, the Domfoam Defendants, the Brayiannis Defendant and the Individual Settling Parties, except for those motions concerned solely with the implementation and administration of the Distribution Protocol.

## 15.3 Headings, etc.

In this Settlement Agreement:

- (a) the division of the 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; and
- (b) the terms "this Settlement Agreement", "hereof", "hereunder", "herein" and similar expressions refer to this Settlement Agreement and not to any particular section or other portion of this Settlement Agreement.

## 15.4 Computation of Time

In the computation of time in this Settlement Agreement, except where a contrary intention appears,

- (a) where there is a reference to a number of days between two events, the number of days shall be counted by excluding the day on which the first event happens and including the day on which the second event happens, including all calendar days; and



- (b) only in the case where the time for doing an act expires on a holiday, the act may be done on the next day that is not a holiday.

### 15.5 Ongoing Jurisdiction

(1) Each of the Courts shall retain exclusive jurisdiction over the Proceeding commenced in its jurisdiction, the parties thereto and Class Counsel Fees in that Proceeding.

(2) No Party shall ask a Court to make any order or give a direction in respect of any matter of shared jurisdiction unless that order or direction is conditional upon a complementary order or direction being made or given by the other relevant Court(s) with which it shares jurisdiction over that matter.

(3) Notwithstanding sections 15.5(1) and 15.5(2), the Ontario Court shall exercise jurisdiction with respect to implementation, administration, interpretation and enforcement of the terms of this Settlement Agreement. Issues related to the administration of this Settlement Agreement, the Trust Account, and other matters not specifically related to the claim of a Quebec Settlement Class Member or a B.C. Settlement Class Member shall be determined by the Ontario Court.

(4) For the purposes of settlement only and contingent on the approvals by the Courts as provided for in this Settlement Agreement, the Domfoam Defendants, the Brayianis Defendant and the Individual Settling Parties agree to submit to the jurisdiction of the Courts solely for the purpose of implementing, administering and enforcing this Settlement Agreement. The Parties acknowledge and confirm that the Domfoam Defendants, the Brayianis Defendant and the Individual Settling Parties do not attorn to the Courts for any other purpose or proceeding and that the Domfoam Defendants, the Brayianis Defendant and the Individual Settling Parties otherwise reserve all of their other existing jurisdictional rights.

(5) The Plaintiffs, the Domfoam Defendants, the Brayianis Defendant and the Individual Settling Parties may apply to the Ontario Court for direction in respect of the implementation, administration and enforcement of this Settlement Agreement.

**15.6 Governing Law**

This Settlement Agreement shall be governed by and construed and interpreted in accordance with the laws of the Province of Ontario.

**15.7 Entire Agreement**

This Settlement Agreement, including the Confidential Opt Out 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.

**15.8 Amendments**

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 Courts with jurisdiction over the matter to which the amendment relates.

**15.9 Binding Effect**

This Settlement Agreement shall be binding upon, and enure to the benefit of, the Plaintiffs, the Domfoam Defendants, the Brayiannis Defendant, the Individual Settling Parties, the Settlement Class Members, the Releasers, the Releasees, and all of their successors and assigns. Without limiting the generality of the foregoing, each and every covenant and agreement made herein by the Plaintiffs shall be binding upon all Releasers and each and every covenant and agreement made herein by the Domfoam Defendants, the Brayiannis Defendant and the Individual Settling Parties shall be binding upon all of the Releasees.

#### 15.10 Counterparts

This Settlement Agreement may be executed in counterparts, all of which taken together will be deemed to constitute one and the same agreement, and a facsimile signature shall be deemed an original signature for purposes of executing this Settlement Agreement.

#### 15.11 Negotiated Agreement

This Settlement Agreement has been the subject of negotiations and discussions among the undersigned, each of which has been represented and advised by competent counsel, so that any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Settlement Agreement shall have no force and effect. The Parties further agree that the language contained in or not contained in previous drafts of this Settlement Agreement, or any agreement in principle, shall have no bearing upon the proper interpretation of this Settlement Agreement.

#### 15.12 Language

(1) The Parties acknowledge that they have required and consented that this Settlement Agreement and all related documents be prepared in English; les parties reconnaissent avoir exigé que la présente convention et tous les documents connexes soient rédigés en anglais. Nevertheless, if required by law or by the Courts, the Domfoam Defendants and the Individual Settling Parties shall prepare a French translation of the Settlement Agreement including the Schedules at their own expense. The Parties agree that such translation is for convenience only. In the event of any dispute as to the interpretation or application of this Settlement Agreement, only the English version shall govern.

(2) The cost of translating the Notices, claims forms, Opt Out Forms or other documents referenced to or flowing from this Settlement Agreement into French and/or any other language shall, in the event such translation is required by law or by the Courts, be paid by the Domfoam Defendants and the Individual Settling Parties.

### 15.13 Transaction

The Parties agree that this Settlement Agreement constitutes a transaction in accordance with Articles 2631 and following of the *Civil Code of Quebec*, and the Parties are hereby renouncing to any errors of fact, of law and/or of calculation.

### 15.14 Recitals

The recitals to this Settlement Agreement are true and form part of the Settlement Agreement.

### 15.15 Schedules

The Schedules annexed hereto form part of this Settlement Agreement.

### 15.16 Acknowledgements

Each of the Parties hereby affirms and acknowledges that:

- (a) he, she or a representative of the Party with the authority to bind the Party with respect to the matters set forth herein has read and understood the Settlement Agreement;
- (b) the terms of this Settlement Agreement and the effects thereof have been fully explained to him, her or the Party's representative by his, her or its counsel;
- (c) he, she or the Party's representative fully understands each term of the Settlement Agreement and its effect; and
- (d) no Party has relied upon any statement, representation or inducement (whether material, false, negligently made or otherwise) of any other Party, beyond the terms, of this Settlement Agreement, with respect to the first Party's decision to execute this Settlement Agreement.

**15.17 Authorized Signatures**

Each of the undersigned represents that he or she is fully authorized to enter into the terms and conditions of, and to execute, this Settlement Agreement.

**15.18 Notice**

Any and all notices, requests, directives, or communications required by this Settlement Agreement shall be in writing and shall, unless otherwise expressly provided herein, be given personally, by express courier, by postage prepaid mail, by facsimile transmission, or by email .pdf files, and shall be addressed as follows:

**For the Plaintiffs and for Class Counsel in the Proceedings:**

Harvey T. Strosberg, Q.C. and  
Heather Rumble Peterson

SUTTS, STROSBURG LLP  
600-251 Goyeau Street  
Windsor, ON N9A 6V4

Tel: 519-258-9333  
Fax: 519-258-9527  
Email: [harvey@strosbergco.com](mailto:harvey@strosbergco.com)  
[hpeterson@strosbergco.com](mailto:hpeterson@strosbergco.com)

Daniel Belleau and  
Maxime Nasr

BELLEAU LAPOINTE  
306 Place d'Youville, Suite B-10  
Montreal, QC H2Y 2B6

Tel: 514-987-6700  
Fax: 514-987-6886  
Email: [dbelleau@belleaulapointe.com](mailto:dbelleau@belleaulapointe.com)  
[mnasr@belleaulapointe.com](mailto:mnasr@belleaulapointe.com)

Ward Branch and  
Luciana Brasil

BRANCH MACMASTER  
1410 – 777 Hornby Street  
Vancouver, BC V7G 3E2

Tel: 604-654-2966  
Fax: 604-684-3429  
Email: [wbranch@branmac.com](mailto:wbranch@branmac.com)  
[lbrasil@branmac.com](mailto:lbrasil@branmac.com)

J.J. Camp, Q.C. and  
Reidar Mogerman

CAMP FIORANTE MATTHEWS  
MOGERMAN  
400 – 856 Homer St.  
Vancouver, B.C. V6B 2W1

Tel: 604-689-7555  
Fax: 604-689-7554  
Email: [jjcamp@cfmlawyers.ca](mailto:jjcamp@cfmlawyers.ca)  
[rmogerman@cfmlawyers.ca](mailto:rmogerman@cfmlawyers.ca)

**For the Defendant Defendants:**

Christopher P. Naudie

OSLER, HOSKIN & HARCOURT LLP  
P.O. Box 50  
1 First Canadian Place  
Toronto, ON M5X 1B8  
Tel: 416-862-6811  
Fax: 416-862-8666  
Email: [cnaudie@osler.com](mailto:cnaudie@osler.com)

**For Tony Vallecoccia and John Howard:**

Robert Tanner

TANNER & GUINEY  
130 Adelaide Street West, Suite 3425  
P.O.Box 34  
Toronto, Ontario  
M5H 3P5  
Tel: 416-862-7745  
Fax: 416-862-7874  
Email: [rgtanner@tannerguiney.com](mailto:rgtanner@tannerguiney.com)

**For Bruce Bradley, Michael  
Cappuccino, Pietro (Peter) Foti,  
Duke Greenstein, Dale Mcneil, James  
William Sproule, Robert Valle and Fred  
Zickmantel:**

Jack Berkow

BERKOW COHEN LLP  
141 Adelaide Street West  
Suite 400  
Toronto, Ontario  
M5H 3L5  
Tel: 416-364-4900  
Fax: 416-364-3865  
Email: [jberkow@berkowcohen.com](mailto:jberkow@berkowcohen.com)

**15.19 Date of Execution**

The Parties have executed this Settlement Agreement as of the date on the cover page.

**“HI! NEIGHBOR” FLOOR COVERING CO.  
LIMITED, MAJESTIC MATTRESS MFG. LTD,  
TRILLIUM PROJECT MANAGEMENT LTD.,  
OPTION CONSOMMATEURS and KARINE  
ROBILLARD, by their counsel**

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

Name: Branch MacMaster LLP  
Title: Counsel in the B.C. Proceedings

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

Name: Sutts, Strosberg LLP  
Title: Counsel in the Ontario Proceedings

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

Name: Camp Fiorante Matthews Mogeran  
Title: Counsel in the B.C. Proceedings

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

Name: Belleau Lapointe  
Title: Counsel in the Quebec Proceeding



**DOMFOAM INTERNATIONAL, INC.,** by its counsel

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

Name: Osler, Hoskin & Harcourt LLP  
Title: Canadian Counsel

**VALLE FOAM INDUSTRIES (1995) INC.,** by its  
counsel

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

Name: Osler, Hoskin & Harcourt LLP  
Title: Canadian Counsel

**A-Z SPONGE & FOAM PRODUCTS LTD.,** by its  
counsel

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

Name: Osler, Hoskin & Harcourt LLP  
Title: Canadian Counsel

**BRUCE BRADLEY**

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

**DEAN BRAYIANNIS**

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

**MICHAEL CAPPUCCINO**

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

**PIETRO (PETER) FOTI**

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

**DUKE GREENSTEIN**

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

**JOHN HOWARD**

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

**DALE MCNEIL**

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

**JAMES WILLIAM SPROULE**

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

**ROBERT VALLE**

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

**TONY VALLECOCCIA**

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

**FRED ZICKMANTEL**

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

SCHEDULE "A"

Proceedings

#	Court and File No.	Plaintiffs' Counsel	Style of Cause	
1	Supreme Court of British Columbia (Vancouver Registry) (Court File No. VLC-S-S-106362)	Branch MacMaster LLP	<i>Majestic Mattress Mfg., Ltd. v. Vitafoam Products Canada Limited et al.</i>	Vitafoam Products Canada Limited, Vitafoam Incorporated, Hickory Springs Manufacturing Company, Valle Foam Industries (1995) Inc., Domfoam International, Inc., A-Z Sponge & Foam Products Ltd., The Carpenter Company, Woodbridge Foam Corporation, Flexible Foam Products, Inc., Scottdel Inc., Foamex Innovations, Inc., and Future Foam, Inc.
2	Supreme Court of British Columbia (Vancouver Registry) (Court File No. S-106213)	Camp Fiorante Matthews Mogerman	<i>Trillium Project Management Ltd. v. Hickory Springs Manufacturing Company et al.</i>	Hickory Springs Manufacturing Company, Valle Foam Industries, Inc., Domfoam International, Inc., The Carpenter Co., Carpenter Canada Co., The Woodbridge Group, Flexible Foam Products, Inc., Scottdel Inc., Foamex Innovations Canada, Inc., Future Foam, Inc., Vitafoam Products Canada Limited and Vitafoam, Inc.

#	Court and File No.	Plaintiffs' Counsel	Style of Cause	
3	Ontario Superior Court of Justice (Windsor) (Court File No. CV-10-15164)	Sutts, Strosberg	<i>"Hi! Neighbor" Floor Covering Co. Limited v. Hickory Springs Manufacturing Company</i>	Hickory Springs Manufacturing Company, Valle Foam Industries (1995), Inc., Domfoam International, Inc., The Carpenter Co., Carpenter Canada Co., Woodbridge Foam Corporation, Flexible Foam Products, Inc., Foamex Innovations, Inc., Future Foam, Inc., Leggett & Platt, Inc., Vitafoam Products Canada Limited, Vitafoam, Inc., Dean Brayiannis, Bruce Schneider, Robert Magee and Michael Lajambe
4	Ontario Superior Court of Justice (Windsor) (Court File No. CV-11-17279)	Sutts Strosberg	<i>"Hi! Neighbor" Floor Covering Co. Limited v. Hickory Springs Manufacturing Company</i>	Hickory Springs Manufacturing Company, Valle Foam Industries (1995), Inc., Domfoam International, Inc., The Carpenter Co., Carpenter Canada Co., Flexible Foam Products, Inc., Foamex Innovations, Inc., Future Foam, Inc., Leggett & Platt, Inc., Mohawk Industries Inc., Vitafoam Products Canada Limited, Vitafoam, Inc., Woodbridge Foam Corporation, David Carson, Louis Carson, Dean Brayiannis, Bruce Schneider, Michael Lajambe and Robert Magee

#	Court and File No.	Plaintiffs' Counsel	Style of Cause	
5	Superior Court of Québec (Montreal)  (Court File No. 500-06-000524- 104)	Belleau Lapointe	<i>Karine Robillard c. Produits Vitafoam Canada Limitée et al., et Vitafoam Inc.</i>	Produits Vitafoam Canada Limitée, and Vitafoam Inc.

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This is Exhibit "L" referred to  
in the Affidavit of Tony Vallecoccia

Sworn this 11th  
day of January, 2012.

  
A Commissioner for Taking Affidavits

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# P.P.S.A. Search PRO©

Search Date: 08/22/2011 Time of Search: 11:26:22 File Currency: 21AUG 2011  
Search Type: BUSINESS DEBTOR  
Search Criteria: DOMFOAM INTERNATIONAL INC.

No. of Families: 2 No. of Ministry Pages: 11

## Particulars:

PSSME02 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 08/22/2011  
CCCL14 DISPLAY 1C REGISTRATION - SCREEN 1 11:26:24  
ACCOUNT : 003033-0001 FAMILY : 1 OF 2 ENQUIRY PAGE : 1 OF 11  
FILE CURRENCY : 21AUG 2011  
SEARCH : BD : DOMFOAM INTERNATIONAL INC.  
00 FILE NUMBER : 000047394 EXPIRY DATE : 28JAN 2014 STATUS :  
01 CAUTION FILING : PAGE : OF MV SCHEDULE ATTACHED :  
REG NUM : 19910128 1054 0088 3651 REG TYP: P PPSA REG PERIOD: 3  
03 BUS NAME: 175981 CANADA INC.  
04 ADDRESS : 170 GLIDDEN  
CITY : BRAMPTON PROV: ONT POSTAL CODE: L6W 3L2  
08 SECURED PARTY/LIEN CLAIMANT :  
ROYAL BANK OF CANADA  
09 ADDRESS : 7151 JEAN-TALON ST. E. 8TH FLOOR  
CITY : ANJOU PROV: QUE POSTAL CODE: H1M 3A4  
CONS. MV DATE OF OR NO FIXED  
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE  
10 X X



# P.P.S.A. Search PRO©

Search Date: 08/22/2011 Time of Search: 11:26:22 File Currency: 21AUG 2011  
Search Type: BUSINESS DEBTOR  
Search Criteria: DOMFOAM INTERNATIONAL INC.

No. of Families: 2 No. of Ministry Pages: 11

## Particulars:

PSSME04 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 08/22/2011  
CCCL14 DISPLAY 2C REGISTRATION - SCREEN 1 11:26:29  
ACCOUNT : 003033-0001 FAMILY : 1 OF 2 ENQUIRY PAGE : 2 OF 11  
FILE CURRENCY : 21AUG 2011  
SEARCH : BD : DOMFOAM INTERNATIONAL INC.

FILE NUMBER 000047394

	PAGE	TOT	REGISTRATION NUM	REG TYPE
01 CAUTION :	OF	MV SCHED:	19910322 0932 0043 6959	
21 REFERENCE FILE NUMBER :			000047394	
22 AMEND PAGE:	NO PAGE: X	CHANGE: A	AMNDMNT REN YEARS:	CORR PER:
24 TRANSFEROR:		BUS NAME:	175981 CANADA INC.	
26 REASON:	BUSINESS DEBTOR'S NAME HAS BEEN CHANGED ON LINE 03 OF REG. NO.			
27 /DESCR:	910128 1054 00883651			
03/06 BUS NAME/TRFEE:	DOMFOAM INTERNATIONAL INC.			

OCN:

16 NAME : ROYAL BANK OF CANADA  
17 ADDRESS : 7151 JEAN-TALON ST., E., 8TH FL.  
CITY : ANJOU PROV : QUE POSTAL CODE : H1M 3A4

# P.P.S.A. Search PRO©

Search Date: 08/22/2011 Time of Search: 11:26:22 File Currency: 21AUG 2011  
Search Type: BUSINESS DEBTOR  
Search Criteria: DOMFOAM INTERNATIONAL INC.

No. of Families: 2 No. of Ministry Pages: 11

## Particulars:

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PSSME06 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 08/22/2011  
CCCL14 DISPLAY 3C REGISTRATION - SCREEN 1 11:26:34  
ACCOUNT : 003033-0001 FAMILY : 1 OF 2 ENQUIRY PAGE : 3 OF 11  
FILE CURRENCY : 21AUG 2011  
SEARCH : BD : DOMFOAM INTERNATIONAL INC.

FILE NUMBER 000047394

01 REGISTRATION NUMBER : 19931208 0837 0043 9840  
31 REF FILE NUM: 000047394 CHANGE CODE: B RENEWAL RENEWAL YEARS: 5  
33 REF BUS NAME: DOMFOAM INTERNATIONAL INC.  
SECURED PARTY/LIEN CLAIMANT/REGISTERING AGENT :

08/16 NAME

ROYAL BANK OF CANADA

09/17 ADDRESS : 7151 JEAN-TALON ST. E., 8TH FLOOR  
CITY : ANJOU PROV : QUE POSTAL CODE : H1M 3N8

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PSSME04 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 08/22/2011  
CCCL14 DISPLAY 2C REGISTRATION - SCREEN 1 11:26:37  
ACCOUNT : 003033-0001 FAMILY : 1 OF 2 ENQUIRY PAGE : 4 OF 11  
FILE CURRENCY : 21AUG 2011  
SEARCH : BD : DOMFOAM INTERNATIONAL INC.

FILE NUMBER 000047394

01 CAUTION : PAGE TOT REGISTRATION NUM REG TYPE  
01 OF 001 MV SCHED: 19981113 1803 1531 8524  
21 REFERENCE FILE NUMBER : 000047394  
22 AMEND PAGE: NO PAGE: X CHANGE: A AMNDMNT REN YEARS: CORR PER:  
24 TRANSFEROR: BUS NAME: DOMFOAM INTERNATIONAL INC.  
26 REASON: AMEND SECURED PARTY'S ADDRESS ON PAGE 1 LINE 9  
08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

ROYAL BANK OF CANADA

09 ADDRESS : 630 RENE LEVESQUE BLVD. W. 1ST FLOOR  
CITY : MONTREAL PROV : PQ POSTAL CODE : H3B 1S6

16 NAME : CANADIAN SECURITIES REGISTRATION SYSTEMS

17 ADDRESS : SUITE 180-13571 COMMERCE PARKWAY  
CITY : RICHMOND PROV : BC POSTAL CODE : V6V2L1

# P.P.S.A. Search PRO©

Search Date: 08/22/2011 Time of Search: 11:26:22 File Currency: 21AUG 2011  
Search Type: BUSINESS DEBTOR  
Search Criteria: DOMFOAM INTERNATIONAL INC.

No. of Families: 2 No. of Ministry Pages: 11

## Particulars:

PSSME04 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 08/22/2011  
CCCL14 DISPLAY 2C REGISTRATION - SCREEN 1 11:26:42  
ACCOUNT : 003033-0001 FAMILY : 1 OF 2 ENQUIRY PAGE : 5 OF 11  
FILE CURRENCY : 21AUG 2011  
SEARCH : BD : DOMFOAM INTERNATIONAL INC.

FILE NUMBER 000047394

	PAGE	TOT	REGISTRATION NUM	REG TYPE
01 CAUTION :	01	OF 001	MV SCHED: 19981113 1803 1531 8525	
21 REFERENCE FILE NUMBER :	000047394			
22 AMEND PAGE:	NO PAGE: X CHANGE: B RENEWAL REN YEARS: 5 CORR PER:			
24 TRANSFEROR:	BUS NAME: DOMFOAM INTERNATIONAL INC.			
16 NAME :	CANADIAN SECURITIES REGISTRATION SYSTEMS			
17 ADDRESS :	SUITE 180-13571 COMMERCE PARKWAY			
CITY :	RICHMOND	PROV :	BC	POSTAL CODE : V6V2L1

PSSME04 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 08/22/2011  
CCCL14 DISPLAY 2C REGISTRATION - SCREEN 1 11:26:47  
ACCOUNT : 003033-0001 FAMILY : 1 OF 2 ENQUIRY PAGE : 6 OF 11  
FILE CURRENCY : 21AUG 2011  
SEARCH : BD : DOMFOAM INTERNATIONAL INC.

FILE NUMBER 000047394

	PAGE	TOT	REGISTRATION NUM	REG TYPE
01 CAUTION :	01	OF 001	MV SCHED: 20040107 1944 1531 7151	
21 REFERENCE FILE NUMBER :	000047394			
22 AMEND PAGE:	NO PAGE: X CHANGE: B RENEWAL REN YEARS: 5 CORR PER:			
24 TRANSFEROR:	BUS NAME: DOMFOAM INTERNATIONAL INC.			
16 NAME :	CANADIAN SECURITIES REGISTRATION SYSTEMS			
17 ADDRESS :	4126 NORLAND AVENUE			
CITY :	BURNABY	PROV :	BC	POSTAL CODE : V5G 3S8

# P.P.S.A. Search PRO©

**Search Date:** 08/22/2011      **Time of Search:** 11:26:22      **File Currency:** 21AUG 2011  
**Search Type:** BUSINESS DEBTOR  
**Search Criteria:** DOMFOAM INTERNATIONAL INC.

**No. of Families:** 2      **No. of Ministry Pages:** 11

## Particulars:

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PSSME04      PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM      08/22/2011  
CCCL14      DISPLAY 2C REGISTRATION - SCREEN 1      11:26:52  
ACCOUNT : 003033-0001      FAMILY : 1 OF 2      ENQUIRY PAGE : 7 OF 11  
FILE CURRENCY : 21AUG 2011  
SEARCH : BD : DOMFOAM INTERNATIONAL INC.

FILE NUMBER 000047394

	PAGE	TOT	REGISTRATION NUM	REG TYPE
01 CAUTION :	01	OF 001	MV SCHED: 20081224 1055 1529 4055	
21 REFERENCE FILE NUMBER :	000047394			
22 AMEND PAGE:	NO PAGE: X	CHANGE: B	RENEWAL REN YEARS: 5	CORR PER:
24 TRANSFEROR:	BUS NAME: DOMFOAM INTERNATIONAL INC.			
16 NAME :	CANADIAN SECURITIES REGISTRATION SYSTEMS			
17 ADDRESS :	4126 NORLAND AVENUE			
CITY :	BURNABY	PROV :	BC	POSTAL CODE : V5G 3S8

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# P.P.S.A. Search PRO©

Search Date: 08/22/2011 Time of Search: 11:26:22 File Currency: 21AUG 2011  
Search Type: BUSINESS DEBTOR  
Search Criteria: DOMFOAM INTERNATIONAL INC.

No. of Families: 2 No. of Ministry Pages: 11

## Particulars:

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PSSME02 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 08/22/2011  
CCCL14 DISPLAY 1C REGISTRATION - SCREEN 1 11:26:57  
ACCOUNT : 003033-0001 FAMILY : 2 OF 2 ENQUIRY PAGE : 8 OF 11  
FILE CURRENCY : 21AUG 2011  
SEARCH : BD : DOMFOAM INTERNATIONAL INC.  
00 FILE NUMBER : 826624728 EXPIRY DATE : 26NOV 2011 STATUS :  
01 CAUTION FILING : PAGE : 01 OF 001 MV SCHEDULE ATTACHED :  
REG NUM : 19961126 1937 1529 5929 REG TYP: P PPSA REG PERIOD: 5  
03 BUS NAME: DOMFOAM INTERNATIONAL INC.  
04 ADDRESS : 8785 LANGELIER BLVD,  
CITY : ST. LEONARD PROV: PQ POSTAL CODE: H1P 2C9  
08 SECURED PARTY/LIEN CLAIMANT :  
ROYAL BANK OF CANADA  
09 ADDRESS : 630 RENE LEVESQUE BLVD. W. 1ST FLOOR  
CITY : MONTREAL PROV: PQ POSTAL CODE: H3B 1S6  
CONS. MV DATE OF OR NO FIXED  
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE  
10 X X X  
16 AGENT: CANADIAN SECURITIES REGISTRATION SYSTEMS  
17 ADDRESS : 20 QUEEN STREET WEST, SUITE 602  
CITY : TORONTO PROV: ON POSTAL CODE: M5H 3R3

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# P.P.S.A. Search PRO©

Search Date: 08/22/2011 Time of Search: 11:26:22 File Currency: 21AUG 2011  
Search Type: BUSINESS DEBTOR  
Search Criteria: DOMFOAM INTERNATIONAL INC.

No. of Families: 2 No. of Ministry Pages: 11

## Particulars:

PSSME04 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 08/22/2011  
CCCL14 DISPLAY 2C REGISTRATION - SCREEN 1 11:27:02  
ACCOUNT : 003033-0001 FAMILY : 2 OF 2 ENQUIRY PAGE : 9 OF 11  
FILE CURRENCY : 21AUG 2011  
SEARCH : BD : DOMFOAM INTERNATIONAL INC.

FILE NUMBER 826624728

	PAGE	TOT		REGISTRATION NUM	REG TYPE
01 CAUTION :	01	OF 001	MV SCHED:	19961216 1902 1529 7169	
21 REFERENCE FILE NUMBER :	826624728				
22 AMEND PAGE:	NO PAGE: X		CHANGE: A	AMNDMNT REN YEARS:	CORR PER:
24 TRANSFEROR:	BUS NAME: DOMFOAM INTERNATIONAL INC.				
26 REASON: AMENDMENT TO REVISE COLLATERAL CLAIMED ON LINE 10.					
CONS.			MV	DATE OF	NO FIXED
GOODS INVTRY EQUIP ACCTS OTHER			INCL	AMOUNT	MATURITY OR MAT DATE
10 X					X
16 NAME :	CANADIAN SECURITIES REGISTRATION SYSTEMS				
17 ADDRESS :	20 QUEEN STREET WEST, SUITE 602				
CITY :	TORONTO		PROV :	ON	POSTAL CODE : M5H 3R3

PSSME04 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 08/22/2011  
CCCL14 DISPLAY 2C REGISTRATION - SCREEN 1 11:27:07  
ACCOUNT : 003033-0001 FAMILY : 2 OF 2 ENQUIRY PAGE : 10 OF 11  
FILE CURRENCY : 21AUG 2011  
SEARCH : BD : DOMFOAM INTERNATIONAL INC.

FILE NUMBER 826624728

	PAGE	TOT		REGISTRATION NUM	REG TYPE
01 CAUTION :	01	OF 001	MV SCHED:	20010913 1040 1529 7828	
21 REFERENCE FILE NUMBER :	826624728				
22 AMEND PAGE:	NO PAGE: X		CHANGE: B	RENEWAL REN YEARS: 5	CORR PER:
24 TRANSFEROR:	BUS NAME: DOMFOAM INTERNATIONAL INC.				
16 NAME :	CANADIAN SECURITIES REGISTRATION SYSTEMS				
17 ADDRESS :	SUITE 180-13571 COMMERCE PARKWAY				
CITY :	RICHMOND		PROV :	BC	POSTAL CODE : V6V2L1

# P.P.S.A. Search PRO©

Search Date: 08/22/2011 Time of Search: 11:26:22 File Currency: 21AUG 2011  
Search Type: BUSINESS DEBTOR  
Search Criteria: DOMFOAM INTERNATIONAL INC.

No. of Families: 2 No. of Ministry Pages: 11

## Particulars:

PSSME04 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 08/22/2011  
CCCL14 DISPLAY 2C REGISTRATION - SCREEN 1 11:27:12  
ACCOUNT : 003033-0001 FAMILY : 2 OF 2 ENQUIRY PAGE : 11 OF 11  
FILE CURRENCY : 21AUG 2011  
SEARCH : BD : DOMFOAM INTERNATIONAL INC.

FILE NUMBER 826624728  
PAGE TOT REGISTRATION NUM REG TYPE  
01 CAUTION : 01 OF 001 MV SCHED: 20061026 1453 1530 9604  
21 REFERENCE FILE NUMBER : 826624728  
22 AMEND PAGE: NO PAGE: X CHANGE: B RENEWAL REN YEARS: 5 CORR PER:  
24 TRANSFEROR: BUS NAME: DOMFOAM INTERNATIONAL INC.  
16 NAME : CANADIAN SECURITIES REGISTRATION SYSTEMS  
17 ADDRESS : 4126 NORLAND AVENUE  
CITY : BURNABY PROV : BC POSTAL CODE : V5G 3S8

PSSME01 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 08/22/2011  
CCCL14 ENQUIRY REQUEST 11:27:17  
FILE CURRENCY 21AUG 2011  
CHANGE ACCOUNT (Y/N) : ACCOUNT NUMBER : 003033 0001 ACCOUNT CODE : MGGA6JE  
SEARCH TYPE (BD,IN,IS,MV) :  
SEARCH CRITERIA :  
SUB-SEARCH  
RETRIEVE REGISTRATIONS RECORDED SINCE (DDMMYYYY) :  
RESPONSE TYPE (V,P) : V RESPONSE LANGUAGE (E,F) : E PICK-UP CODE :  
RESPONSE MAILING ADDRESS  
ENQUIRY FOR "DOMFOAM INTERNATIONAL INC." ENDED





# P.P.S.A. Search PRO©

Search Date: 08/22/2011 Time of Search: 10:55:24 File Currency: 21AUG 2011  
Search Type: BUSINESS DEBTOR  
Search Criteria: VALLE FOAM INDUSTRIES (1995) INC.

No. of Families: 5 No. of Ministry Pages: 13

## Particulars:

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PSSME02 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 08/22/2011  
CCCL14 DISPLAY 1C REGISTRATION - SCREEN 1 10:55:26  
ACCOUNT : 003033-0001 FAMILY : 1 OF 5 ENQUIRY PAGE : 1 OF 13  
FILE CURRENCY : 21AUG 2011  
SEARCH : BD : VALLE FOAM INDUSTRIES (1995) INC.  
00 FILE NUMBER : 627626097 EXPIRY DATE : 02AUG 2016 STATUS :  
01 CAUTION FILING : PAGE : 01 OF 001 MV SCHEDULE ATTACHED :  
REG NUM : 20060802 1049 1529 6532 REG TYP: P PPSA REG PERIOD: 5  
03 BUS NAME: VALLE FOAM INDUSTRIES (1995) INC.  
04 ADDRESS : 4 WEST DRIVE  
CITY : BRAMPTON PROV: ON POSTAL CODE: L6T 2H7  
06 BUS NAME: INDUSTRIES VALLE FOAM (1995) INC.  
07 ADDRESS : 4 WEST DRIVE  
CITY : BRAMPTON PROV: ON POSTAL CODE: L6T 2H7  
08 SECURED PARTY/LIEN CLAIMANT :  
ROYAL BANK OF CANADA  
09 ADDRESS : 630 RENE LEVESQUE W 1ST FL  
CITY : MONTREAL PROV: PQ POSTAL CODE: H3B 1S6  
CONS. MV DATE OF OR NO FIXED  
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE  
10 X X  
16 AGENT: CANADIAN SECURITIES REGISTRATION SYSTEMS  
17 ADDRESS : 4126 NORLAND AVENUE  
CITY : BURNABY PROV: BC POSTAL CODE: V5G 3S8

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# P.P.S.A. Search PRO©

Search Date: 08/22/2011 Time of Search: 10:55:24 File Currency: 21AUG 2011  
Search Type: BUSINESS DEBTOR  
Search Criteria: VALLE FOAM INDUSTRIES (1995) INC.

No. of Families: 5 No. of Ministry Pages: 13

## Particulars:

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PSSME04 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 08/22/2011  
CCCL14 DISPLAY 2C REGISTRATION - SCREEN 1 10:55:35  
ACCOUNT : 003033-0001 FAMILY : 1 OF 5 ENQUIRY PAGE : 2 OF 13  
FILE CURRENCY : 21AUG 2011  
SEARCH : BD : VALLE FOAM INDUSTRIES (1995) INC. FILE NUMBER 627626097

	PAGE	TOT	REGISTRATION NUM	REG TYPE
01 CAUTION :	01	OF 001	MV SCHED: 20110630 1946 1531 6463	
21 REFERENCE FILE NUMBER :	627626097			
22 AMEND PAGE:	NO PAGE: X	CHANGE: B	RENEWAL REN YEARS: 5	CORR PER:
24 TRANSFEROR:	BUS NAME: VALLE FOAM INDUSTRIES (1995) INC.			
16 NAME :	CANADIAN SECURITIES REGISTRATION SYSTEMS			
17 ADDRESS :	4126 NORLAND AVENUE			
CITY :	BURNABY	PROV :	BC	POSTAL CODE : V5G 3S8

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# P.P.S.A. Search PRO©

Search Date: 08/22/2011 Time of Search: 10:55:24 File Currency: 21AUG 2011  
Search Type: BUSINESS DEBTOR  
Search Criteria: VALLE FOAM INDUSTRIES (1995) INC.

No. of Families: 5 No. of Ministry Pages: 13

## Particulars:

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PSSME02 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 08/22/2011  
CCCL14 DISPLAY 1C REGISTRATION - SCREEN 1 10:55:41  
ACCOUNT : 003033-0001 FAMILY : 2 OF 5 ENQUIRY PAGE : 3 OF 13  
FILE CURRENCY : 21AUG 2011  
SEARCH : BD : VALLE FOAM INDUSTRIES (1995) INC.  
00 FILE NUMBER : 627626106 EXPIRY DATE : 02AUG 2016 STATUS :  
01 CAUTION FILING : PAGE : 01 OF 001 MV SCHEDULE ATTACHED :  
REG NUM : 20060802 1049 1529 6533 REG TYP: P PPSA REG PERIOD: 5  
03 BUS NAME: VALLE FOAM INDUSTRIES (1995) INC.  
04 ADDRESS : 4 WEST DRIVE  
CITY : BRAMPTON PROV: ON POSTAL CODE: L6T 2H7  
06 BUS NAME: INDUSTRIES VALLE FOAM (1995) INC.  
07 ADDRESS : 4 WEST DRIVE  
CITY : BRAMPTON PROV: ON POSTAL CODE: L6T 2H7  
08 SECURED PARTY/LIEN CLAIMANT :  
ROYAL BANK OF CANADA  
09 ADDRESS : 630 RENE LEVESQUE W 1ST FL  
CITY : MONTREAL PROV: PQ POSTAL CODE: H3B 1S6  
CONS. MV DATE OF OR NO FIXED  
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE  
10 X X  
16 AGENT: CANADIAN SECURITIES REGISTRATION SYSTEMS  
17 ADDRESS : 4126 NORLAND AVENUE  
CITY : BURNABY PROV: BC POSTAL CODE: V5G 3S8

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# P.P.S.A. Search PRO©

Search Date: 08/22/2011 Time of Search: 10:55:24 File Currency: 21AUG 2011  
Search Type: BUSINESS DEBTOR  
Search Criteria: VALLE FOAM INDUSTRIES (1995) INC.

No. of Families: 5 No. of Ministry Pages: 13

## Particulars:

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PSSME04 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 08/22/2011  
CCCL14 DISPLAY 2C REGISTRATION - SCREEN 1 10:55:46  
ACCOUNT : 003033-0001 FAMILY : 2 OF 5 ENQUIRY PAGE : 4 OF 13  
FILE CURRENCY : 21AUG 2011  
SEARCH : BD : VALLE FOAM INDUSTRIES (1995) INC. FILE NUMBER 627626106

	PAGE	TOT	REGISTRATION NUM	REG TYPE
01 CAUTION :	01	OF 001	MV SCHED: 20110630 1946 1531 6464	
21 REFERENCE FILE NUMBER :	627626106			
22 AMEND PAGE:	NO PAGE: X	CHANGE: B	RENEWAL REN YEARS: 5	CORR PER:
24 TRANSFEROR:	BUS NAME: VALLE FOAM INDUSTRIES (1995) INC.			
16 NAME :	CANADIAN SECURITIES REGISTRATION SYSTEMS			
17 ADDRESS :	4126 NORLAND AVENUE			
CITY :	BURNABY	PROV :	BC	POSTAL CODE : V5G 3S8

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# P.P.S.A. Search PRO©

Search Date: 08/22/2011 Time of Search: 10:55:24 File Currency: 21AUG 2011  
Search Type: BUSINESS DEBTOR  
Search Criteria: VALLE FOAM INDUSTRIES (1995) INC.

No. of Families: 5 No. of Ministry Pages: 13

## Particulars:

PSSME02 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 08/22/2011  
CCCL14 DISPLAY 1C REGISTRATION - SCREEN 1 10:55:55  
ACCOUNT : 003033-0001 FAMILY : 3 OF 5 ENQUIRY PAGE : 5 OF 13  
FILE CURRENCY : 21AUG 2011  
SEARCH : BD : VALLE FOAM INDUSTRIES (1995) INC.  
00 FILE NUMBER : 647434728 EXPIRY DATE : 01AUG 2013 STATUS :  
01 CAUTION FILING : PAGE : 01 OF 003 MV SCHEDULE ATTACHED :  
REG NUM : 20080801 1449 1530 2789 REG TYP: P PPSA REG PERIOD: 5  
03 BUS NAME: VALLE FOAM INDUSTRIES (1995) INC.  
INDUSTRIES VALLE FOAM (1995) INC. OCN :  
04 ADDRESS : 4 WEST DRIVE  
CITY : BRAMPTON PROV: ON POSTAL CODE: L6T 2H7  
06 BUS NAME: VALLE FOAM INDUSTRIES (1995) INC.  
07 ADDRESS : 4 WEST DRIVE  
CITY : BRAMPTON PROV: ON POSTAL CODE: L6T 2H7  
08 SECURED PARTY/LIEN CLAIMANT :  
LIFTCAPITAL CORPORATION  
09 ADDRESS : 300 THE EAST MALL, SUITE 401  
CITY : TORONTO PROV: ON POSTAL CODE: M9B 6B7  
CONS. MV DATE OF OR NO FIXED  
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE  
10 X X  
GENERAL COLLATERAL DESCRIPTION  
13 MATERIAL HANDLING EQUIPMENT TOGETHER WITH ALL PARTS, ATTACHMENTS,  
14 ACCESSORIES, ADDITIONS, BATTERIES, CHARGERS, REPAIR PARTS, AND OTHER  
15 EQUIPMENT PLACED ON OR FORMING PART OF THE GOODS DESCRIBED HEREIN  
16 AGENT: CANADIAN SECURITIES REGISTRATION SYSTEMS  
17 ADDRESS : 4126 NORLAND AVENUE  
CITY : BURNABY PROV: BC POSTAL CODE: V5G 3S8

# P.P.S.A. Search PRO©

**Search Date:** 08/22/2011      **Time of Search:** 10:55:24      **File Currency:** 21AUG 2011  
**Search Type:** BUSINESS DEBTOR  
**Search Criteria:** VALLE FOAM INDUSTRIES (1995) INC.

**No. of Families:** 5      **No. of Ministry Pages:** 13

## Particulars:

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PSSME02	PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM	08/22/2011
CCCL14	DISPLAY 1C REGISTRATION - SCREEN 1	10:56:00
ACCOUNT : 003033-0001	FAMILY : 3 OF 5	ENQUIRY PAGE : 6 OF 13
FILE CURRENCY : 21AUG 2011		
SEARCH : BD : VALLE FOAM INDUSTRIES (1995) INC.		
00 FILE NUMBER : 647434728	EXPIRY DATE : 01AUG 2013	STATUS :
01 CAUTION FILING :	PAGE : 02 OF 003	MV SCHEDULE ATTACHED :
REG NUM : 20080801 1449 1530 2789	REG TYP:	REG PERIOD:
03 BUS NAME: INDUSTRIES VALLE FOAM (1995) INC.		
04 ADDRESS : 4 WEST DRIVE		
CITY : BRAMPTON	PROV: ON	POSTAL CODE: L6T 2H7
06 BUS NAME: VALLE FOAM INDUSTRIES (1995) INC.		
INDUSTRIES VALLE FOAM (1995) INC.      OCN :		
07 ADDRESS : 170 GLIDDEN ROAD		
CITY : BRAMPTON	PROV: ON	POSTAL CODE: L6W 3L2
GENERAL COLLATERAL DESCRIPTION		
13 WITH ANY PROCEEDS THEREOF AND THEREFROM INCLUDING, WITHOUT		
14 LIMITATION, ALL GOODS, SECURITIES, INSTRUMENTS, DOCUMENTS OF TITLE,		
15 CHATTEL PAPER AND INTANGIBLES (AS DEFINED IN THE PERSONAL PROPERTY		

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# P.P.S.A. Search PRO©

Search Date: 08/22/2011 Time of Search: 10:55:24 File Currency: 21AUG 2011  
Search Type: BUSINESS DEBTOR  
Search Criteria: VALLE FOAM INDUSTRIES (1995) INC.

No. of Families: 5 No. of Ministry Pages: 13

## Particulars:

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PSSME02 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 08/22/2011  
CCCL14 DISPLAY 1C REGISTRATION - SCREEN 1 10:56:06  
ACCOUNT : 003033-0001 FAMILY : 3 OF 5 ENQUIRY PAGE : 7 OF 13  
FILE CURRENCY : 21AUG 2011  
SEARCH : BD : VALLE FOAM INDUSTRIES (1995) INC.  
00 FILE NUMBER : 647434728 EXPIRY DATE : 01AUG 2013 STATUS :  
01 CAUTION FILING : PAGE : 03 OF 003 MV SCHEDULE ATTACHED :  
REG NUM : 20080801 1449 1530 2789 REG TYP: REG PERIOD:  
03 BUS NAME: VALLE FOAM INDUSTRIES (1995) INC.  
04 ADDRESS : 170 GLIDDEN ROAD  
CITY : BRAMPTON PROV: ON POSTAL CODE: L6W 3L2  
06 BUS NAME: INDUSTRIES VALLE FOAM (1995) INC.  
07 ADDRESS : 170 GLIDDEN ROAD  
CITY : BRAMPTON PROV: ON POSTAL CODE: L6W 3L2  
GENERAL COLLATERAL DESCRIPTION  
13 SECURITY ACT).  
14  
15

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# P.P.S.A. Search PRO©

Search Date: 08/22/2011 Time of Search: 10:55:24 File Currency: 21AUG 2011  
Search Type: BUSINESS DEBTOR  
Search Criteria: VALLE FOAM INDUSTRIES (1995) INC.

No. of Families: 5 No. of Ministry Pages: 13

## Particulars:

PSSME02 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 08/22/2011  
CCCL14 DISPLAY 1C REGISTRATION - SCREEN 1 10:56:11  
ACCOUNT : 003033-0001 FAMILY : 4 OF 5 ENQUIRY PAGE : 8 OF 13  
FILE CURRENCY : 21AUG 2011  
SEARCH : BD : VALLE FOAM INDUSTRIES (1995) INC.  
00 FILE NUMBER : 650126835 EXPIRY DATE : 25NOV 2014 STATUS :  
01 CAUTION FILING : X PAGE : 01 OF 003 MV SCHEDULE ATTACHED :  
REG NUM : 20081125 1013 1462 3625 REG TYP: P PPSA REG PERIOD: 6  
03 BUS NAME: VALLE FOAM INDUSTRIES (1995) INC  
04 ADDRESS : 4 WEST DRIVE  
CITY : BRAMPTON PROV: ON POSTAL CODE: L6T2H7  
08 SECURED PARTY/LIEN CLAIMANT :  
PENSKE TRUCK LEASING CANADA INC  
09 ADDRESS : RT 10 GREEN HILLS, PO BOX 791  
CITY : READING PROV: PA POSTAL CODE: 19603  
CONS. MV DATE OF OR NO FIXED  
GOODS INVTY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE  
10 X X X  
YEAR MAKE MODEL V.I.N.  
11 2009 FREIGHTLINER M2 1FUBCYBS39HAK6096  
12 2009 FREIGHTLINER M2 1FUBCYBS59HAK6097  
GENERAL COLLATERAL DESCRIPTION  
13 TOGETHER WITH ALL ATTACHMENTS ACCESSORIES ACCESSIONS REPLACEMENTS  
14 SUBSTITUTIONS ADDITIONS AND IMPROVEMENTS THERETO, INCLUDING, BUT  
15 NOT LIMITED TO XATA AND QUALCOMM SYSTEMS, AND ALL PROCEEDS IN ANY  
16 AGENT: PENSKE TRUCK LEASING CANADA INC  
17 ADDRESS : RT 10 GREEN HILLS, PO BOX 791  
CITY : READING PROV: PA POSTAL CODE: 19603



# P.P.S.A. Search PRO©

Search Date: 08/22/2011 Time of Search: 10:55:24 File Currency: 21AUG 2011  
Search Type: BUSINESS DEBTOR  
Search Criteria: VALLE FOAM INDUSTRIES (1995) INC.

No. of Families: 5 No. of Ministry Pages: 13

## Particulars:

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PSSME02 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 08/22/2011  
CCCL14 DISPLAY 1C REGISTRATION - SCREEN 1 10:56:16  
ACCOUNT : 003033-0001 FAMILY : 4 OF 5 ENQUIRY PAGE : 9 OF 13  
FILE CURRENCY : 21AUG 2011  
SEARCH : BD : VALLE FOAM INDUSTRIES (1995) INC.  
00 FILE NUMBER : 650126835 EXPIRY DATE : 25NOV 2014 STATUS :  
01 CAUTION FILING : X PAGE : 02 OF 003 MV SCHEDULE ATTACHED :  
REG NUM : 20081125 1013 1462 3625 REG TYP: P PPSA REG PERIOD: 6  
08 SECURED PARTY/LIEN CLAIMANT :  
LOCATIONS DE CAMIONS PENSKE CANADA INC  
09 ADDRESS : RT 10 GREEN HILLS, PO BOX 791  
CITY : READING PROV: PA POSTAL CODE: 19603  
YEAR MAKE MODEL V.I.N.  
11 2009 FREIGHTLINER M2 1FUBCYBS19HAK6100  
12 2009 FREIGHTLINER M2 1FUBCYBS39HAK6101  
GENERAL COLLATERAL DESCRIPTION  
13 FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY SALE AND OR DEALINGS  
14 WITH THE COLLATERAL AND A RIGHT TO AN INSURANCE PAYMENT OR OTHER  
15 PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE  
16 AGENT: PENSKE TRUCK LEASING CANADA INC  
17 ADDRESS : RT 10 GREEN HILLS, PO BOX 791  
CITY : READING PROV: PA POSTAL CODE: 19603

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# P.P.S.A. Search PRO©

**Search Date:** 08/22/2011      **Time of Search:** 10:55:24      **File Currency:** 21AUG 2011  
**Search Type:** BUSINESS DEBTOR  
**Search Criteria:** VALLE FOAM INDUSTRIES (1995) INC.

**No. of Families:** 5      **No. of Ministry Pages:** 13

## Particulars:

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PSSME02      PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM      08/22/2011  
CCCL14      DISPLAY 1C REGISTRATION - SCREEN 1      10:56:21  
ACCOUNT : 003033-0001      FAMILY : 4 OF 5      ENQUIRY PAGE : 10 OF 13  
FILE CURRENCY : 21AUG 2011  
SEARCH : BD : VALLE FOAM INDUSTRIES (1995) INC.  
00 FILE NUMBER : 650126835      EXPIRY DATE : 25NOV 2014      STATUS :  
01 CAUTION FILING : X      PAGE : 03 OF 003      MV SCHEDULE ATTACHED :  
REG NUM : 20081125 1013 1462 3625 REG TYP: P      PPSA      REG PERIOD: 6  
YEAR MAKE      MODEL      V.I.N.  
11 2009 FREIGHTLINER      M2      1FUBCYBS79HAK6098  
12 2009 FREIGHTLINER      M2      1FUBCYBS99HAK6099  
GENERAL COLLATERAL DESCRIPTION  
13 COLLATERAL OR PROCEEDS OF THE COLLATERAL.  
14  
15  
16 AGENT: PENSKE TRUCK LEASING CANADA INC  
17 ADDRESS : RT 10 GREEN HILLS, PO BOX 791  
CITY : READING      PROV: PA      POSTAL CODE: 19603

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# P.P.S.A. Search PRO©

**Search Date:** 08/22/2011      **Time of Search:** 10:55:24      **File Currency:** 21AUG 2011  
**Search Type:** BUSINESS DEBTOR  
**Search Criteria:** VALLE FOAM INDUSTRIES (1995) INC.

**No. of Families:** 5      **No. of Ministry Pages:** 13

### Particulars:

PSSME02      PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM      08/22/2011  
 CCCL14      DISPLAY 1C REGISTRATION - SCREEN 1      10:56:27  
**ACCOUNT :** 003033-0001      **FAMILY :** 5 OF 5      **ENQUIRY PAGE :** 11 OF 13  
**FILE CURRENCY :** 21AUG 2011  
**SEARCH :** BD : VALLE FOAM INDUSTRIES (1995) INC.  
**00 FILE NUMBER :** 660482685      **EXPIRY DATE :** 12APR 2018      **STATUS :**  
**01 CAUTION FILING :** X      **PAGE :** 01 OF 003      **MV SCHEDULE ATTACHED :**  
**REG NUM :** 20100412 1405 1462 7217      **REG TYP:** P      **PPSA**      **REG PERIOD:** 8  
**03 BUS NAME:** VALLE FOAM INDUSTRIES (1995) INC  
**04 ADDRESS :** 4 WEST DRIVE  
**CITY :** BRAMPTON      **PROV:** ON      **POSTAL CODE:** L6T2H7  
**06 BUS NAME:** VALLE FOAM INDUSTRIES (1994) INC  
**07 ADDRESS :** 4 WEST DRIVE  
**CITY :** BRAMPTON      **PROV:** ON      **POSTAL CODE:** L6T2H7  
**08 SECURED PARTY/LIEN CLAIMANT :**  
     PENSKE TRUCK LEASING CANADA INC  
**09 ADDRESS :** RT 10 GREEN HILLS, PO BOX 791  
**CITY :** READING      **PROV:** PA      **POSTAL CODE:** 19603  
**CONS.**      **MV**      **DATE OF**      **OR NO FIXED**  
**GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE**  
**10**      X      X      X  
     **YEAR MAKE**      **MODEL**      **V.I.N.**  
**11 2007 INTERNATIONAL**      8600      1HSHWAHN57J379709  
**12 2011 INTERNATIONAL**      4300      1HTMMAAN1BH325480  
**GENERAL COLLATERAL DESCRIPTION**  
**13 TOGETHER WITH ALL ATTACHMENTS ACCESSORIES ACCESSIONS REPLACEMENTS**  
**14 SUBSTITUTIONS ADDITIONS AND IMPROVEMENTS THERETO, INCLUDING, BUT**  
**15 NOT LIMITED TO XATA AND QUALCOMM SYSTEMS, AND ALL PROCEEDS IN ANY**  
**16 AGENT:** PENSKE TRUCK LEASING CANADA INC  
**17 ADDRESS :** RT 10 GREEN HILLS, PO BOX 791  
**CITY :** READING      **PROV:** PA      **POSTAL CODE:** 19603

# P.P.S.A. Search PRO©

**Search Date:** 08/22/2011      **Time of Search:** 10:55:24      **File Currency:** 21AUG 2011  
**Search Type:** BUSINESS DEBTOR  
**Search Criteria:** VALLE FOAM INDUSTRIES (1995) INC.

**No. of Families:** 5      **No. of Ministry Pages:** 13

## Particulars:

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PSSME02      PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM      08/22/2011  
CCCL14      DISPLAY 1C REGISTRATION - SCREEN 1      10:56:32  
ACCOUNT : 003033-0001      FAMILY : 5 OF 5      ENQUIRY PAGE : 12 OF 13  
FILE CURRENCY : 21AUG 2011  
SEARCH : BD : VALLE FOAM INDUSTRIES (1995) INC.  
00 FILE NUMBER : 660482685      EXPIRY DATE : 12APR 2018 STATUS :  
01 CAUTION FILING : X      PAGE : 02 OF 003      MV SCHEDULE ATTACHED :  
REG NUM : 20100412 1405 1462 7217 REG TYP: P PPSA      REG PERIOD: 8  
08 SECURED PARTY/LIEN CLAIMANT :  
LOCATIONS DE CAMIONS PENSKE CANADA INC  
09 ADDRESS : RT 10 GREEN HILLS, PO BOX 791  
CITY : READING      PROV: PA      POSTAL CODE: 19603  
YEAR MAKE      MODEL      V.I.N.  
11 2011 INTERNATIONAL      4300      1HTMMAAN3BH325481  
12 2011 INTERNATIONAL      4300      1HTMMAAN5BH325482  
GENERAL COLLATERAL DESCRIPTION  
13 FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY SALE AND OR DEALINGS  
14 WITH THE COLLATERAL AND A RIGHT TO AN INSURANCE PAYMENT OR OTHER  
15 PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE  
16 AGENT: PENSKE TRUCK LEASING CANADA INC  
17 ADDRESS : RT 10 GREEN HILLS, PO BOX 791  
CITY : READING      PROV: PA      POSTAL CODE: 19603

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# P.P.S.A. Search PRO©

Search Date: 08/22/2011 Time of Search: 10:55:24 File Currency: 21AUG 2011  
Search Type: BUSINESS DEBTOR  
Search Criteria: VALLE FOAM INDUSTRIES (1995) INC.

No. of Families: 5 No. of Ministry Pages: 13

## Particulars:

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PSSME02 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 08/22/2011  
CCCL14 DISPLAY 1C REGISTRATION - SCREEN 1 10:56:37  
ACCOUNT : 003033-0001 FAMILY : 5 OF 5 ENQUIRY PAGE : 13 OF 13  
FILE CURRENCY : 21AUG 2011  
SEARCH : BD : VALLE FOAM INDUSTRIES (1995) INC.  
00 FILE NUMBER : 660482685 EXPIRY DATE : 12APR 2018 STATUS :  
01 CAUTION FILING : X PAGE : 03 OF 003 MV SCHEDULE ATTACHED :  
REG NUM : 20100412 1405 1462 7217 REG TYP: P PPSA REG PERIOD: 8  
GENERAL COLLATERAL DESCRIPTION  
13 COLLATERAL OR PROCEEDS OF THE COLLATERAL.  
14  
15  
16 AGENT: PENSKE TRUCK LEASING CANADA INC  
17 ADDRESS : RT 10 GREEN HILLS, PO BOX 791  
CITY : READING PROV: PA POSTAL CODE: 19603

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PSSME01 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 08/22/2011  
CCCL14 ENQUIRY REQUEST 10:56:41  
FILE CURRENCY 21AUG 2011  
CHANGE ACCOUNT (Y/N) : ACCOUNT NUMBER : 003033 0001 ACCOUNT CODE : MGGA6JE  
SEARCH TYPE (BD,IN,I,S,MV) :  
SEARCH CRITERIA :  
SUB-SEARCH  
RETRIEVE REGISTRATIONS RECORDED SINCE (DDMMYYYY) :  
RESPONSE TYPE (V,P) : V RESPONSE LANGUAGE (E,F) : E PICK-UP CODE :  
RESPONSE MAILING ADDRESS  
ENQUIRY FOR "VALLE FOAM INDUSTRIES (1995) INC." ENDED

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# P.P.S.A. Search PRO©

Search Date: 08/22/2011 Time of Search: 10:56:52 File Currency: 21AUG 2011  
Search Type: BUSINESS DEBTOR  
Search Criteria: INDUSTRIES VALLE FOAM (1995) INC.

No. of Families: 3 No. of Ministry Pages: 7

## Particulars:

PSSME02 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 08/22/2011  
CCCL14 DISPLAY 1C REGISTRATION - SCREEN 1 10:56:57  
ACCOUNT : 003033-0001 FAMILY : 1 OF 3 ENQUIRY PAGE : 1 OF 7  
FILE CURRENCY : 21AUG 2011  
SEARCH : BD : INDUSTRIES VALLE FOAM (1995) INC.  
00 FILE NUMBER : 627626097 EXPIRY DATE : 02AUG 2016 STATUS :  
01 CAUTION FILING : PAGE : 01 OF 001 MV SCHEDULE ATTACHED :  
REG NUM : 20060802 1049 1529 6532 REG TYP: P PPSA REG PERIOD: 5  
03 BUS NAME: VALLE FOAM INDUSTRIES (1995) INC.  
04 ADDRESS : 4 WEST DRIVE  
CITY : BRAMPTON PROV: ON POSTAL CODE: L6T 2H7  
06 BUS NAME: INDUSTRIES VALLE FOAM (1995) INC.  
07 ADDRESS : 4 WEST DRIVE  
CITY : BRAMPTON PROV: ON POSTAL CODE: L6T 2H7  
08 SECURED PARTY/LIEN CLAIMANT :  
ROYAL BANK OF CANADA  
09 ADDRESS : 630 RENE LEVESQUE W 1ST FL  
CITY : MONTREAL PROV: PQ POSTAL CODE: H3B 1S6  
CONS. MV DATE OF OR NO FIXED  
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE  
10 X X  
16 AGENT: CANADIAN SECURITIES REGISTRATION SYSTEMS  
17 ADDRESS : 4126 NORLAND AVENUE  
CITY : BURNABY PROV: BC POSTAL CODE: V5G 3S8

# P.P.S.A. Search PRO©

Search Date: 08/22/2011 Time of Search: 10:56:52 File Currency: 21AUG 2011  
Search Type: BUSINESS DEBTOR  
Search Criteria: INDUSTRIES VALLE FOAM (1995) INC.

No. of Families: 3 No. of Ministry Pages: 7

## Particulars:

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PSSME04 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 08/22/2011  
CCCL14 DISPLAY 2C REGISTRATION - SCREEN 1 10:57:05  
ACCOUNT : 003033-0001 FAMILY : 1 OF 3 ENQUIRY PAGE : 2 OF 7  
FILE CURRENCY : 21AUG 2011  
SEARCH : BD : INDUSTRIES VALLE FOAM (1995) INC.  
FILE NUMBER 627626097

	PAGE	TOT	REGISTRATION NUM	REG TYPE
01 CAUTION :	01	OF 001	MV SCHED: 20110630 1946 1531 6463	
21 REFERENCE FILE NUMBER :	627626097			
22 AMEND PAGE:	NO PAGE: X	CHANGE: B	RENEWAL REN YEARS: 5	CORR PER:
24 TRANSFEROR:	BUS NAME: VALLE FOAM INDUSTRIES (1995) INC.			
16 NAME :	CANADIAN SECURITIES REGISTRATION SYSTEMS			
17 ADDRESS :	4126 NORLAND AVENUE			
CITY :	BURNABY	PROV :	BC	POSTAL CODE : V5G 3S8

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# P.P.S.A. Search PRO©

Search Date: 08/22/2011 Time of Search: 10:56:52 File Currency: 21AUG 2011  
Search Type: BUSINESS DEBTOR  
Search Criteria: INDUSTRIES VALLE FOAM (1995) INC.

No. of Families: 3 No. of Ministry Pages: 7

## Particulars:

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PSSME02 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 08/22/2011  
CCCL14 DISPLAY 1C REGISTRATION - SCREEN 1 10:57:11  
ACCOUNT : 003033-0001 FAMILY : 2 OF 3 ENQUIRY PAGE : 3 OF 7  
FILE CURRENCY : 21AUG 2011  
SEARCH : BD : INDUSTRIES VALLE FOAM (1995) INC.  
00 FILE NUMBER : 627626106 EXPIRY DATE : 02AUG 2016 STATUS :  
01 CAUTION FILING : PAGE : 01 OF 001 MV SCHEDULE ATTACHED :  
REG NUM : 20060802 1049 1529 6533 REG TYP: P PPSA REG PERIOD: 5  
03 BUS NAME: VALLE FOAM INDUSTRIES (1995) INC.  
04 ADDRESS : 4 WEST DRIVE  
CITY : BRAMPTON PROV: ON POSTAL CODE: L6T 2H7  
06 BUS NAME: INDUSTRIES VALLE FOAM (1995) INC.  
07 ADDRESS : 4 WEST DRIVE  
CITY : BRAMPTON PROV: ON POSTAL CODE: L6T 2H7  
08 SECURED PARTY/LIEN CLAIMANT :  
ROYAL BANK OF CANADA  
09 ADDRESS : 630 RENE LEVESQUE W 1ST FL  
CITY : MONTREAL PROV: PQ POSTAL CODE: H3B 1S6  
CONS. MV DATE OF OR NO FIXED  
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE  
10 X X  
16 AGENT: CANADIAN SECURITIES REGISTRATION SYSTEMS  
17 ADDRESS : 4126 NORLAND AVENUE  
CITY : BURNABY PROV: BC POSTAL CODE: V5G 3S8

---



# P.P.S.A. Search PRO©

Search Date: 08/22/2011 Time of Search: 10:56:52 File Currency: 21AUG 2011  
Search Type: BUSINESS DEBTOR  
Search Criteria: INDUSTRIES VALLE FOAM (1995) INC.

No. of Families: 3 No. of Ministry Pages: 7

## Particulars:

PSSME04 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 08/22/2011  
CCCL14 DISPLAY 2C REGISTRATION - SCREEN 1 10:57:16  
ACCOUNT : 003033-0001 FAMILY : 2 OF 3 ENQUIRY PAGE : 4 OF 7  
FILE CURRENCY : 21AUG 2011  
SEARCH : BD : INDUSTRIES VALLE FOAM (1995) INC.

FILE NUMBER 627626106

	PAGE	TOT	REGISTRATION NUM	REG TYPE
01 CAUTION :	01	OF 001	MV SCHED: 20110630 1946 1531 6464	
21 REFERENCE FILE NUMBER :	627626106			
22 AMEND PAGE:	NO PAGE: X	CHANGE: B	RENEWAL REN YEARS: 5	CORR PER:
24 TRANSFEROR:	BUS NAME: VALLE FOAM INDUSTRIES (1995) INC.			
16 NAME :	CANADIAN SECURITIES REGISTRATION SYSTEMS			
17 ADDRESS :	4126 NORLAND AVENUE			
CITY :	BURNABY	PROV :	BC	POSTAL CODE : V5G 3S8

# P.P.S.A. Search PRO©

Search Date: 08/22/2011 Time of Search: 10:56:52 File Currency: 21AUG 2011  
Search Type: BUSINESS DEBTOR  
Search Criteria: INDUSTRIES VALLE FOAM (1995) INC.

No. of Families: 3 No. of Ministry Pages: 7

## Particulars:

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PSSME02 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 08/22/2011  
CCCL14 DISPLAY 1C REGISTRATION - SCREEN 1 10:57:22  
ACCOUNT : 003033-0001 FAMILY : 3 OF 3 ENQUIRY PAGE : 5 OF 7  
FILE CURRENCY : 21AUG 2011  
SEARCH : BD : INDUSTRIES VALLE FOAM (1995) INC.  
00 FILE NUMBER : 647434728 EXPIRY DATE : 01AUG 2013 STATUS :  
01 CAUTION FILING : PAGE : 01 OF 003 MV SCHEDULE ATTACHED :  
REG NUM : 20080801 1449 1530 2789 REG TYP: P PPSA REG PERIOD: 5  
03 BUS NAME: VALLE FOAM INDUSTRIES (1995) INC.  
INDUSTRIES VALLE FOAM (1995) INC. OCN :  
04 ADDRESS : 4 WEST DRIVE  
CITY : BRAMPTON PROV: ON POSTAL CODE: L6T 2H7  
06 BUS NAME: VALLE FOAM INDUSTRIES (1995) INC.  
07 ADDRESS : 4 WEST DRIVE  
CITY : BRAMPTON PROV: ON POSTAL CODE: L6T 2H7  
08 SECURED PARTY/LIEN CLAIMANT :  
LIFTCAPITAL CORPORATION  
09 ADDRESS : 300 THE EAST MALL, SUITE 401  
CITY : TORONTO PROV: ON POSTAL CODE: M9B 6B7  
CONS. MV DATE OF OR NO FIXED  
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE  
10 X X  
GENERAL COLLATERAL DESCRIPTION  
13 MATERIAL HANDLING EQUIPMENT TOGETHER WITH ALL PARTS, ATTACHMENTS,  
14 ACCESSORIES, ADDITIONS, BATTERIES, CHARGERS, REPAIR PARTS, AND OTHER  
15 EQUIPMENT PLACED ON OR FORMING PART OF THE GOODS DESCRIBED HEREIN  
16 AGENT: CANADIAN SECURITIES REGISTRATION SYSTEMS  
17 ADDRESS : 4126 NORLAND AVENUE  
CITY : BURNABY PROV: BC POSTAL CODE: V5G 3S8

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# P.P.S.A. Search PRO©

Search Date: 08/22/2011 Time of Search: 10:56:52 File Currency: 21AUG 2011  
Search Type: BUSINESS DEBTOR  
Search Criteria: INDUSTRIES VALLE FOAM (1995) INC.

No. of Families: 3 No. of Ministry Pages: 7

## Particulars:

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PSSME02 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 08/22/2011  
CCCL14 DISPLAY 1C REGISTRATION - SCREEN 1 10:57:30  
ACCOUNT : 003033-0001 FAMILY : 3 OF 3 ENQUIRY PAGE : 6 OF 7  
FILE CURRENCY : 21AUG 2011  
SEARCH : BD : INDUSTRIES VALLE FOAM (1995) INC.  
00 FILE NUMBER : 647434728 EXPIRY DATE : 01AUG 2013 STATUS :  
01 CAUTION FILING : PAGE : 02 OF 003 MV SCHEDULE ATTACHED :  
REG NUM : 20080801 1449 1530 2789 REG TYP: REG PERIOD:  
03 BUS NAME: INDUSTRIES VALLE FOAM (1995) INC.  
04 ADDRESS : 4 WEST DRIVE  
CITY : BRAMPTON PROV: ON POSTAL CODE: L6T 2H7  
06 BUS NAME: VALLE FOAM INDUSTRIES (1995) INC.  
INDUSTRIES VALLE FOAM (1995) INC. OCN :  
07 ADDRESS : 170 GLIDDEN ROAD  
CITY : BRAMPTON PROV: ON POSTAL CODE: L6W 3L2  
GENERAL COLLATERAL DESCRIPTION  
13 WITH ANY PROCEEDS THEREOF AND THEREFROM INCLUDING, WITHOUT  
14 LIMITATION, ALL GOODS, SECURITIES, INSTRUMENTS, DOCUMENTS OF TITLE,  
15 CHATTEL PAPER AND INTANGIBLES (AS DEFINED IN THE PERSONAL PROPERTY

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# P.P.S.A. Search PRO©

Search Date: 08/22/2011 Time of Search: 10:56:52 File Currency: 21AUG 2011  
Search Type: BUSINESS DEBTOR  
Search Criteria: INDUSTRIES VALLE FOAM (1995) INC.

No. of Families: 3 No. of Ministry Pages: 7

## Particulars:

PSSME02 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 08/22/2011  
CCCL14 DISPLAY 1C REGISTRATION - SCREEN 1 10:57:35  
ACCOUNT : 003033-0001 FAMILY : 3 OF 3 ENQUIRY PAGE : 7 OF 7  
FILE CURRENCY : 21AUG 2011  
SEARCH : BD : INDUSTRIES VALLE FOAM (1995) INC.  
00 FILE NUMBER : 647434728 EXPIRY DATE : 01AUG 2013 STATUS :  
01 CAUTION FILING : PAGE : 03 OF 003 MV SCHEDULE ATTACHED :  
REG NUM : 20080801 1449 1530 2789 REG TYP: REG PERIOD:  
03 BUS NAME: VALLE FOAM INDUSTRIES (1995) INC.  
04 ADDRESS : 170 GLIDDEN ROAD  
CITY : BRAMPTON PROV: ON POSTAL CODE: L6W 3L2  
06 BUS NAME: INDUSTRIES VALLE FOAM (1995) INC.  
07 ADDRESS : 170 GLIDDEN ROAD  
CITY : BRAMPTON PROV: ON POSTAL CODE: L6W 3L2  
GENERAL COLLATERAL DESCRIPTION  
13 SECURITY ACT).  
14  
15

PSSME01 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 08/22/2011  
CCCL14 ENQUIRY REQUEST 10:57:43  
FILE CURRENCY 21AUG 2011  
CHANGE ACCOUNT (Y/N) : ACCOUNT NUMBER : 003033 0001 ACCOUNT CODE : MGGA6JE  
SEARCH TYPE (BD,IN,IS,MV) :  
SEARCH CRITERIA :  
SUB-SEARCH  
RETRIEVE REGISTRATIONS RECORDED SINCE (DDMMYYYY) :  
RESPONSE TYPE (V,P) : V RESPONSE LANGUAGE (E,F) : E PICK-UP CODE :  
RESPONSE MAILING ADDRESS  
ENQUIRY FOR "INDUSTRIES VALLE FOAM (1995) INC." ENDED

# P.P.S.A. Search PRO©

Search Date: 08/22/2011 Time of Search: 10:57:58 File Currency: 21AUG 2011  
Search Type: BUSINESS DEBTOR  
Search Criteria: VALLE FOAM INDUSTRIES (1995) INC. INDUSTRIES VALLE FOAM (1995)INC.

No. of Families: 1 No. of Ministry Pages: 3

## Particulars:

PSSME02 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 08/22/2011  
CCCL14 DISPLAY 1C REGISTRATION - SCREEN 1 10:58:04  
ACCOUNT : 003033-0001 FAMILY : 1 OF 1 ENQUIRY PAGE : 1 OF 3  
FILE CURRENCY : 21AUG 2011  
SEARCH : BD : VALLE FOAM INDUSTRIES (1995) INC. INDUSTRIES VALLE FOAM (1995)  
INC.  
00 FILE NUMBER : 647434728 EXPIRY DATE : 01AUG 2013 STATUS :  
01 CAUTION FILING : PAGE : 01 OF 003 MV SCHEDULE ATTACHED :  
REG NUM : 20080801 1449 1530 2789 REG TYP: P PPSA REG PERIOD: 5  
03 BUS NAME: VALLE FOAM INDUSTRIES (1995) INC.  
INDUSTRIES VALLE FOAM (1995) INC. OCN :  
04 ADDRESS : 4 WEST DRIVE  
CITY : BRAMPTON PROV: ON POSTAL CODE: L6T 2H7  
06 BUS NAME: VALLE FOAM INDUSTRIES (1995) INC.  
07 ADDRESS : 4 WEST DRIVE  
CITY : BRAMPTON PROV: ON POSTAL CODE: L6T 2H7  
08 SECURED PARTY/LIEN CLAIMANT :  
LIFTCAPITAL CORPORATION  
09 ADDRESS : 300 THE EAST MALL, SUITE 401  
CITY : TORONTO PROV: ON POSTAL CODE: M9B 6B7  
CONS. MV DATE OF OR NO FIXED  
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE  
10 X X  
GENERAL COLLATERAL DESCRIPTION  
13 MATERIAL HANDLING EQUIPMENT TOGETHER WITH ALL PARTS, ATTACHMENTS,  
14 ACCESSORIES, ADDITIONS, BATTERIES, CHARGERS, REPAIR PARTS, AND OTHER  
15 EQUIPMENT PLACED ON OR FORMING PART OF THE GOODS DESCRIBED HEREIN  
16 AGENT: CANADIAN SECURITIES REGISTRATION SYSTEMS  
17 ADDRESS : 4126 NORLAND AVENUE  
CITY : BURNABY PROV: BC POSTAL CODE: V5G 3S8

# P.P.S.A. Search PRO©

Search Date: 08/22/2011 Time of Search: 10:57:58 File Currency: 21AUG 2011  
Search Type: BUSINESS DEBTOR  
Search Criteria: VALLE FOAM INDUSTRIES (1995) INC. INDUSTRIES VALLE FOAM (1995)INC.

No. of Families: 1 No. of Ministry Pages: 3

## Particulars:

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PSSME02 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 08/22/2011  
CCCL14 DISPLAY 1C REGISTRATION - SCREEN 1 10:58:09  
ACCOUNT : 003033-0001 FAMILY : 1 OF 1 ENQUIRY PAGE : 2 OF 3  
FILE CURRENCY : 21AUG 2011  
SEARCH : BD : VALLE FOAM INDUSTRIES (1995) INC. INDUSTRIES VALLE FOAM (1995)  
INC.  
00 FILE NUMBER : 647434728 EXPIRY DATE : 01AUG 2013 STATUS :  
01 CAUTION FILING : PAGE : 02 OF 003 MV SCHEDULE ATTACHED :  
REG NUM : 20080801 1449 1530 2789 REG TYP: REG PERIOD:  
03 BUS NAME: INDUSTRIES VALLE FOAM (1995) INC.  
04 ADDRESS : 4 WEST DRIVE  
CITY : BRAMPTON PROV: ON POSTAL CODE: L6T 2H7  
06 BUS NAME: VALLE FOAM INDUSTRIES (1995) INC.  
INDUSTRIES VALLE FOAM (1995) INC. OCN :  
07 ADDRESS : 170 GLIDDEN ROAD  
CITY : BRAMPTON PROV: ON POSTAL CODE: L6W 3L2  
GENERAL COLLATERAL DESCRIPTION  
13 WITH ANY PROCEEDS THEREOF AND THEREFROM INCLUDING, WITHOUT  
14 LIMITATION, ALL GOODS, SECURITIES, INSTRUMENTS, DOCUMENTS OF TITLE,  
15 CHATTEL PAPER AND INTANGIBLES (AS DEFINED IN THE PERSONAL PROPERTY

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# P.P.S.A. Search PRO©

Search Date: 08/22/2011 Time of Search: 10:57:58 File Currency: 21AUG 2011  
Search Type: BUSINESS DEBTOR  
Search Criteria: VALLE FOAM INDUSTRIES (1995) INC. INDUSTRIES VALLE FOAM (1995)INC.

No. of Families: 1 No. of Ministry Pages: 3

## Particulars:

PSSME02 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 08/22/2011  
CCCL14 DISPLAY 1C REGISTRATION - SCREEN 1 10:58:15  
ACCOUNT : 003033-0001 FAMILY : 1 OF 1 ENQUIRY PAGE : 3 OF 3  
FILE CURRENCY : 21AUG 2011  
SEARCH : BD : VALLE FOAM INDUSTRIES (1995) INC. INDUSTRIES VALLE FOAM (1995)  
INC.  
00 FILE NUMBER : 647434728 EXPIRY DATE : 01AUG 2013 STATUS :  
01 CAUTION FILING : PAGE : 03 OF 003 MV SCHEDULE ATTACHED :  
REG NUM : 20080801 1449 1530 2789 REG TYP: REG PERIOD:  
03 BUS NAME: VALLE FOAM INDUSTRIES (1995) INC.  
04 ADDRESS : 170 GLIDDEN ROAD  
CITY : BRAMPTON PROV: ON POSTAL CODE: L6W 3L2  
06 BUS NAME: INDUSTRIES VALLE FOAM (1995) INC.  
07 ADDRESS : 170 GLIDDEN ROAD  
CITY : BRAMPTON PROV: ON POSTAL CODE: L6W 3L2  
GENERAL COLLATERAL DESCRIPTION  
13 SECURITY ACT).  
14  
15

PSSME01 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 08/22/2011  
CCCL14 ENQUIRY REQUEST 10:58:20  
FILE CURRENCY 21AUG 2011  
CHANGE ACCOUNT (Y/N) : ACCOUNT NUMBER : 003033 0001 ACCOUNT CODE : MGGA6JE  
SEARCH TYPE (BD,IN,IS,MV) :  
SEARCH CRITERIA :  
SUB-SEARCH  
RETRIEVE REGISTRATIONS RECORDED SINCE (DDMMYYYY) :  
RESPONSE TYPE (V,P) : V RESPONSE LANGUAGE (E,F) : E PICK-UP CODE :  
RESPONSE MAILING ADDRESS  
ENQUIRY FOR "VALLE FOAM INDUSTRIES (1995) INC. INDUSTRIES VALLE FOAM (1995)  
5) INC." ENDED

# P.P.S.A. Search PRO©

**Search Date:** 08/22/2011      **Time of Search:** 10:58:33      **File Currency:** 21AUG 2011  
**Search Type:** BUSINESS DEBTOR  
**Search Criteria:** INDUSTRIES VALLE FOAM (1995) INC. VALLE FOAM INDUSTRIES (199 5) INC.

**No. of Families:** 0      **No. of Ministry Pages:** 0

## Particulars:

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PSSME01      PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM      08/22/2011  
CCCL14      ENQUIRY REQUEST      10:58:33  
FILE CURRENCY      21AUG 2011  
CHANGE ACCOUNT (Y/N) : N      ACCOUNT NUMBER : 003033 0001      ACCOUNT CODE : MGGA6JE  
SEARCH TYPE (BD,IN,IS,MV) :  
SEARCH CRITERIA :  
SUB-SEARCH  
    RETRIEVE REGISTRATIONS RECORDED SINCE (DDMMYYYY) :  
RESPONSE TYPE (V,P) : V      RESPONSE LANGUAGE (E,F) : E      PICK-UP CODE :  
RESPONSE MAILING ADDRESS  
ENQUIRY FOR "INDUSTRIES VALLE FOAM (1995) INC. VALLE FOAM INDUSTRIES (199  
5) INC." ENDED  
NO MATCH

---









\*\*\*\* PERSONAL PROPERTY REGISTRY SEARCH RESULT \*\*\*\*

Date: DEC 02, 2011  
 Time: 13:11:25  
 Searching Party:

Clerk: PS96558

Page : 1

THE LEGAL LINK CORPORATION  
 110 SPADINA AVENUE SUITE 201  
 TORONTO ON M5V 2K4

Inquiry Origin: FAX  
 Control #: S0823586  
 Search Criteria: VALLE FOAM INDUSTRIES (1995) INC.

Billing #: 47540001  
 Index: BUSINESS DEBTOR

XXXXXXXXXXXXXXXX P P S A S E C U R I T Y A G R E E M E N T XXXXXXXXXXXXXXXXXXXX

Reg. Date: APR 22, 2005  
 Reg. Time: 08:24:27  
 Base Reg. #: 304559C

Reg. Length: 8 YEARS  
 Expiry Date: APR 22, 2013  
 Control #: B6612522

This registration was selected and included for your protection because of close proximity to your search criteria.

Block#

- S0001 Secured Party: PENSKE TRUCK LEASING CANADA INC  
 RT 10 GREEN HILLS PO BOX 405  
 READING PA 19603
- S0002 Secured Party: LOCATIONS DE CAMIONS PENSKE CANADA INC  
 RT 10 GREEN HILLS PO BOX 405  
 READING PA 19603
- =D0001 Base Debtor: VALLE FOAM INDUSTRIES (1994) INC  
 (Business) 4 WEST DRIVE  
 BRAMPTON ON L6T 2H7

CERTIFIED A TRUE COPY

DEC 02 2011

  
 RON TOWNSHEND  
 REGISTRAR  
 PERSONAL PROPERTY REGISTRY  
 PROVINCE OF BRITISH COLUMBIA

Vehicle Collateral:

Type	Serial #	Year	Make/Model	MH Reg.#
+++ MV	2FZHLJAB9XA982242	1999	STERLING L8500	
+++ MV	2HSCAAHN02C027962	2002	INTERNATIONAL 9100	
+++ MV	2HSCAAHN22C027963	2002	INTERNATIONAL 9100	
+++ MV	2HSCAAHN42C027964	2002	INTERNATIONAL 9100	

Continued on Page 2

\*\*\*\* PERSONAL PROPERTY REGISTRY SEARCH RESULT \*\*\*\*

Search Criteria: VALLE FOAM INDUSTRIES (1995) INC.

Page: 3

Registering

Party: CANADIAN SECURITIES REGISTRATION  
SYSTEMS  
4126 NORLAND AVENUE  
BURNABY BC V5G 3S8

----- P A R T I A L D I S C H A R G E -----

Reg. #: 903619E

Reg. Date: APR 03, 2009

Reg. Time: 13:55:08

Control #: B9289913

Base Reg. Type: PPSA SECURITY AGREEMENT

Base Reg. #: 304559C

Base Reg. Date: APR 22, 2005

Vehicle Collateral:

Type	Serial #	Year	Make/Model	MH Reg.#
*** DELETED ***				
+++ MV	2HSCAAHN02C027962	2002	INTERNATIONAL 9100	
*** DELETED ***				
+++ MV	2HSCAAHN22C027963	2002	INTERNATIONAL 9100	

Registering

Party: CANADIAN SECURITIES REGISTRATION  
SYSTEMS  
4126 NORLAND AVENUE  
BURNABY BC V5G 3S8

----- P A R T I A L D I S C H A R G E -----

Reg. #: 990986E

Reg. Date: MAY 28, 2009

Reg. Time: 11:00:09

Control #: B9379792

Base Reg. Type: PPSA SECURITY AGREEMENT

Base Reg. #: 304559C

Base Reg. Date: APR 22, 2005

Vehicle Collateral:

Type	Serial #	Year	Make/Model	MH Reg.#
*** DELETED ***				
+++ MV	2HSCAAHN62C027965	2002	INTERNATIONAL 9100	

Continued on Page 4

\*\*\*\* PERSONAL PROPERTY REGISTRY SEARCH RESULT \*\*\*\*

Search Criteria: VALLE FOAM INDUSTRIES (1995) INC.

Page: 4

Vehicle Collateral:

Type	Serial #	Year	Make/Model	MH Reg.#
*** DELETED ***				
+++ MV	IHTMKAANX3H411135	2003	INTERNATIONAL 4400	

Registering

Party: CANADIAN SECURITIES REGISTRATION  
SYSTEMS  
4126 NORLAND AVENUE  
BURNABY BC V5G 3S8

----- P A R T I A L D I S C H A R G E -----

Reg. #: 062380F

Reg. Date: JUL 07, 2009

Reg. Time: 14:47:52

Control #: B9453000

Base Reg. Type: PPSA SECURITY AGREEMENT

Base Reg. #: 304559C

Base Reg. Date: APR 22, 2005

Vehicle Collateral:

Type	Serial #	Year	Make/Model	MH Reg.#
*** DELETED ***				
+++ MV	2HSCAAHN42C027964	2002	INTERNATIONAL 9100	
*** DELETED ***				
+++ MV	2HSCAAHN82C027966	2002	INTERNATIONAL 9100	
*** DELETED ***				
+++ MV	2HSCAAHNX2C027967	2002	INTERNATIONAL 9100	

Registering

Party: CANADIAN SECURITIES REGISTRATION  
SYSTEMS  
4126 NORLAND AVENUE  
BURNABY BC V5G 3S8

\*\*\*\*\* P P S A S E C U R I T Y A G R E E M E N T \*\*\*\*\*

Reg. Date: NOV 24, 2008

Reg. Length: 6 YEARS

Reg. Time: 08:24:22

Expiry Date: NOV 24, 2014

Base Reg. #: 708895E

Control #: B9089450

Block#

Continued on Page 5

\*\*\*\* PERSONAL PROPERTY REGISTRY SEARCH RESULT \*\*\*\*

Search Criteria: VALLE FOAM INDUSTRIES (1995) INC.

Page: 5

S0001 Secured Party: PENSKE TRUCK LEASING CANADA INC  
RT 10 GREEN HILLS, PO BOX 791  
READING PA 19603

S0002 Secured Party: LOCATIONS DE CAMIONS PENSKE CANADA  
INC  
RT 10 GREEN HILLS, PO BOX 791  
READING PA 19603

=D0001 Base Debtor: VALLE FOAM INDUSTRIES (1995) INC  
(Business) 4 WEST DRIVE  
BRAMPTON ON L6T2H7

Vehicle Collateral:

Type	Serial #	Year	Make/Model	MH Reg.#
V0001 MV	1FUBCYBS39HAK6096	2009	FREIGHTLINER M2	
V0002 MV	1FUBCYBS59HAK6097	2009	FREIGHTLINER M2	
V0003 MV	1FUBCYBS19HAK6100	2009	FREIGHTLINER M2	
V0004 MV	1FUBCYBS39HAK6101	2009	FREIGHTLINER M2	
V0005 MV	1FUBCYBS79HAK6098	2009	FREIGHTLINER M2	
V0006 MV	1FUBCYBS99HAK6099	2009	FREIGHTLINER M2	

General Collateral:

TOGETHER WITH ALL ATTACHMENTS ACCESSORIES ACCESSIONS REPLACEMENTS  
SUBSTITUTIONS ADDITIONS AND IMPROVEMENTS THERETO, INCLUDING, BUT NOT  
LIMITED TO XATA AND QUALCOMM SYSTEMS, AND ALL PROCEEDS IN ANY FORM  
DERIVED DIRECTLY OR INDIRECTLY FROM ANY SALE AND OR DEALINGS WITH  
THE COLLATERAL AND A RIGHT TO AN INSURANCE PAYMENT OR OTHER PAYMENT  
THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL  
OR PROCEEDS OF THE COLLATERAL.

\*\*\*\*\* P P S A S E C U R I T Y A G R E E M E N T \*\*\*\*\*

Reg. Date: APR 09, 2010                      Reg. Length: 8 YEARS  
Reg. Time: 09:53:30                          Expiry Date: APR 09, 2018  
Base Reg. #: 495921F                          Control #: B9897531

Block#

S0001 Secured Party: PENSKE TRUCK LEASING CANADA INC  
RT 10 GREEN HILLS, PO BOX 791  
READING PA 19603

Continued on Page 6







\*\*\*\* PERSONAL PROPERTY REGISTRY SEARCH RESULT \*\*\*\*

Date: DEC 02, 2011

Page: 1

Time: 13:06:51

Clerk: PS96558

Searching Party:

THE LEGAL LINK CORPORATION  
110 SPADINA AVENUE SUITE 201  
TORONTO ON M5V 2K4

Inquiry Origin: FAX

Billing #: 47540001

Control #: S0823586

Index: BUSINESS DEBTOR

Search Criteria: A-Z SPONGE & FOAM PRODUCTS LTD.

\*\*\*\*\* P P S A S E C U R I T Y A G R E E M E N T \*\*\*\*\*

Reg. Date: SEP 01, 1999

Reg. Length: 10 YEARS

Reg. Time: 12:17:14

Expiry Date: SEP 01, 2019

Base Reg. #: 8441931

Control #: B3310523

\*\*\* Expiry date includes subsequent registered renewal(s).


Block#

**CERTIFIED A TRUE COPY**

S0001 Secured Party: DOMFOAM INTERNATIONAL INC.  
4 WEST DRIVE  
BRAMPTON ONT L6P 2H7

DEC 02 2011

=D0001 Base Debtor: A-Z SPONGE & FOAM PRODUCTS LTD.  
(Business) 811 CUNDY AVENUE  
NEW WESTMINSTER BC V3M 5P6

  
1  
RON TOWNSHEND  
REGISTRAR  
PERSONAL PROPERTY REGISTRY  
PROVINCE OF BRITISH COLUMBIA

General Collateral:

ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY OF THE DEBTOR.

Registering

Party: MCQUARRIE HUNTER  
#200 - 13889 - 104TH AVENUE  
SURREY BC V3T 1W8

Continued on Page 2

\*\*\*\* PERSONAL PROPERTY REGISTRY SEARCH RESULT \*\*\*\*

Search Criteria: A-Z SPONGE & FOAM PRODUCTS LTD.

Page: 3

ACKNOWLEDGED OR MADE PAYABLE, NOW OWNED OR HEREAFTER OWNED OR ACQUIRED BY OR ON BEHALF OF DEBTOR, AND ALL MONEY HEREAFTER RECEIVED BY OR ON BEHALF OF DEBTOR IN PAYMENT OR SATISFACTION OF DEBTS. PROCEEDS: ALL PROCEEDS INCLUDING, WITHOUT LIMITATION, GOODS (INCLUDING INVENTORY, EQUIPMENT (EQUIPMENT INCLUDES, WITHOUT LIMITATION, MACHINERY, TOOLS, APPARATUS, PLANT, FURNITURE, FIXTURES, AIRCRAFT AND VEHICLES OF WHATSOEVER NATURE AND KIND BUT EXCLUDES CONSUMER GOODS), MONEY, CHATTEL PAPER, DOCUMENTS OF TITLE, INSTRUMENTS AND SECURITIES.

Registering

Party: CANADIAN SECURITIES REGISTRATION  
SYSTEMS  
4126 NORLAND AVENUE  
BURNABY BC V5G 3S8

----- R E N E W A L -----

Reg. #: 227922G                      Reg. Date: JUN 30, 2011  
Reg. Life: 5 YEARS                      Reg. Time: 12:42:44  
Control #: D0648090

Base Reg. Type: PPSA SECURITY AGREEMENT  
Base Reg. #: 164478D                      Base Reg. Date: AUG 04, 2006

Registering

Party: CANADIAN SECURITIES REGISTRATION  
SYSTEMS  
4126 NORLAND AVENUE  
BURNABY BC V5G 3S8

\*\*\*\*\* P P S A S E C U R I T Y A G R E E M E N T \*\*\*\*\*

Reg. Date: AUG 04, 2006                      Reg. Length: 5 YEARS  
Reg. Time: 14:28:22                      Expiry Date: AUG 04, 2016  
Base Reg. #: 164479D                      Control #: B7498587

\*\*\* Expiry date includes subsequent registered renewal(s).

Block#

S0001 Secured Party: ROYAL BANK OF CANADA  
630 RENE-LEVESQUE BLVD W.,1ST  
MONTREAL QC H3B 1S6

Continued on Page 4

\*\*\*\* PERSONAL PROPERTY REGISTRY SEARCH RESULT \*\*\*\*

Search Criteria: A-Z SPONGE & FOAM PRODUCTS LTD.

Page: 4

=D0001 Base Debtor: A - Z SPONGE & FOAM PRODUCTS LTD.  
(Business) 811 CUNDY AVE, ANNACIS ISLAND  
DELTA BC V3M 5P6

General Collateral:

ALL PRESENT AND AFTER-ACQUIRED INVENTORY OF DEBTOR WHEREVER SITUATE,  
AND ALL DEEDS, DOCUMENTS, WRITINGS, PAPERS AND BOOKS RELATING TO OR  
BEING RECORDS OF INVENTORY OR ITS PROCEEDS OR BY WHICH INVENTORY OR  
ITS PROCEEDS ARE OR MAY HEREAFTER BE SECURED, MADE PAYABLE,  
EVIDENCED OR ACKNOWLEDGED, INCLUDING SECURITIES, MONEY, CHATTEL  
PAPER, INSTRUMENTS, AND DOCUMENTS OF TITLE, AND ALL CONTRACTUAL  
RIGHTS, INSURANCE CLAIMS, PATENTS, TRADEMARKS, COPYRIGHTS AND OTHER  
INDUSTRIAL PROPERTY RELATING TO INVENTORY OR ITS PROCEEDS.  
PROCEEDS: ALL PROCEEDS INCLUDING, WITHOUT LIMITATION, GOODS,  
EQUIPMENT, (EQUIPMENT INCLUDES, WITHOUT LIMITATION, MACHINERY,  
TOOLS, APPARATUS, PLANT, FURNITURE, FIXTURES, AIRCRAFT AND VEHICLES  
OF WHATSOEVER NATURE AND KIND BUT EXCLUDES CONSUMER GOODS),  
INTANGIBLES, CHATTEL PAPER, DOCUMENTS OF TITLE, INSTRUMENTS,  
SECURITIES, LICENCES, CROPS, FIXTURES AND MONEY.

Registering

Party: CANADIAN SECURITIES REGISTRATION  
SYSTEMS  
4126 NORLAND AVENUE  
BURNABY BC V5G 3S8

----- R E N E W A L -----

Reg. #: 227923G Reg. Date: JUN 30, 2011  
Reg. Life: 5 YEARS Reg. Time: 12:42:45  
Control #: D0648091

Base Reg. Type: PPSA SECURITY AGREEMENT  
Base Reg. #: 164479D Base Reg. Date: AUG 04, 2006

Registering

Party: CANADIAN SECURITIES REGISTRATION  
SYSTEMS  
4126 NORLAND AVENUE  
BURNABY BC V5G 3S8

Continued on Page 5

\*\*\*\* PERSONAL PROPERTY REGISTRY SEARCH RESULT \*\*\*\*

Search Criteria: A-Z SPONGE & FOAM PRODUCTS LTD.

Page: 5

\*\*\*\*\* P P S A S E C U R I T Y A G R E E M E N T \*\*\*\*\*

Reg. Date: NOV 30, 2006                      Reg. Length: 7 YEARS  
 Reg. Time: 14:01:55                      Expiry Date: NOV 30, 2013  
 Base Reg. #: 378458D                      Control #: B7718754

Block#

S0001 Secured Party: RYDER TRUCK RENTAL CANADA LTD.  
 4255 WESTON ROAD  
 NORTH YORK ON M9L 1W8

=D0001 Base Debtor: A Z SPONGE & FOAM PRODUCTS LTD  
 (Business) 811 CUNDY AVE  
 NEW WESTMINSTER BC V5M 5P6

Vehicle Collateral:

Type	Serial #	Year	Make/Model	MH Reg.#
V0001 MV	1FVACWDD17HY37903	2007	FREIGHTLINER M2 106	

Registering

Party: RYDER TRUCK RENTAL CANADA LTD.  
 4255 WESTON ROAD  
 NORTH YORK ON M9L 1W8

\*\*\*\*\* R E P A I R E R S L I E N A C T \*\*\*\*\*

\*\*\* DISCHARGED \*\*\*

Reg. Date: JUL 29, 2011                      Reg. Length: 180 DAYS  
 Reg. Time: 15:39:24                      Expiry Date: JAN 25, 2012  
 Base Reg. #: 276304G                      Control #: D0697590  
 Amount of Lien: \$3826.77                      Surrender Date: JUL 19, 2011

Block#

S0001 Secured Party: NATIONAL TRUCK CENTRE INC. DBA VOLVO  
 TRUCKS OF VANCOUVER  
 18964-96TH AVENUE  
 SURREY BC V4N 3R2

=D0001 Base Debtor: A - Z SPONGE & FOAM PRODUCTS LTD  
 (Business) 811 CUNDY AVE  
 DELTA BC V3M 5P6

Continued on Page 6

\*\*\*\* PERSONAL PROPERTY REGISTRY SEARCH RESULT \*\*\*\*

Search Criteria: A-Z SPONGE & FOAM PRODUCTS LTD.

Page: 6

Vehicle Collateral:

Type	Serial #	Year	Make/Model	MH Reg.#
V0001 MV	1FDNF80C7TVA09861	1996	FORD	

----- T O T A L D I S C H A R G E -----

Reg. #: 435029G

Reg. Date: NOV 04, 2011

Reg. Time: 14:47:50

Control #: D0859969

Base Reg. Type: REPAIRERS LIEN ACT

Base Reg. #: 276304G

Base Reg. Date: JUL 29, 2011

Registering

Party: NATIONAL TRUCK CENTRE INC. DBA VOLVO  
 TRUCKS OF VANCOUVER  
 18964-96TH AVENUE  
 SURREY BC V4N 3R2

\*\*\*\*\* REPAIRERS LIEN ACT \*\*\*\*\*

\*\*\* DISCHARGED \*\*\*

Reg. Date: SEP 16, 2011

Reg. Length: 180 DAYS

Reg. Time: 11:54:14

Expiry Date: MAR 14, 2012

Base Reg. #: 354748G

Control #: D0777756

Amount of Lien: \$1868.34

Surrender Date: SEP 06, 2011

Block#

S0001 Secured Party: NATIONAL TRUCK CENTRE INC. DBA VOLVO  
 TRUCKS OF VANCOUVER  
 18964-96TH AVENUE  
 SURREY BC V4N 3R2

=D0001 Base Debtor: A-Z SPONGE & FOAM PRODUCTS LTD.  
 (Business) 811 CUNDY AVE.  
 DELTA BC V3M 5P6

Vehicle Collateral:

Type	Serial #	Year	Make/Model	MH Reg.#
V0001 MV	1FDXE47FXWHC06482	1998	FORD	

Continued on Page 7

\*\*\*\* PERSONAL PROPERTY REGISTRY SEARCH RESULT \*\*\*\*

Search Criteria: A-Z SPONGE & FOAM PRODUCTS LTD.

Page: 7

----- T O T A L   D I S C H A R G E -----

Reg. #: 435032G

Reg. Date: NOV 04, 2011

Reg. Time: 14:48:12

Control #: D0859972

Base Reg. Type: REPAIRERS LIEN ACT

Base Reg. #: 354748G

Base Reg. Date: SEP 16, 2011

Registering

Party: NATIONAL TRUCK CENTRE INC. DBA VOLVO  
 TRUCKS OF VANCOUVER  
 18964-96TH AVENUE  
 SURREY BC V4N 3R2

\*\*\*\*\* R E P A I R E R S   L I E N   A C T \*\*\*\*\*

Reg. Date: OCT 18, 2011

Reg. Length: 180 DAYS

Reg. Time: 15:23:30

Expiry Date: APR 16, 2012

Base Reg. #: 405113G

Control #: D0829317

Amount of Lien: \$7020.20

Surrender Date: OCT 05, 2011

Block#

S0001 Secured Party: NATIONAL TRUCK CENTRE INC. DBA VOLVO  
 TRUCKS OF VANCOUVER  
 18964-96TH AVENUE  
 SURREY BC V4N 3R2

=D0001 Base Debtor: A-Z SPONGE & FOAM PRODUCTS LTD.  
 (Business) 811 CUNDY AVE  
 DELTA BC V3M 5P6

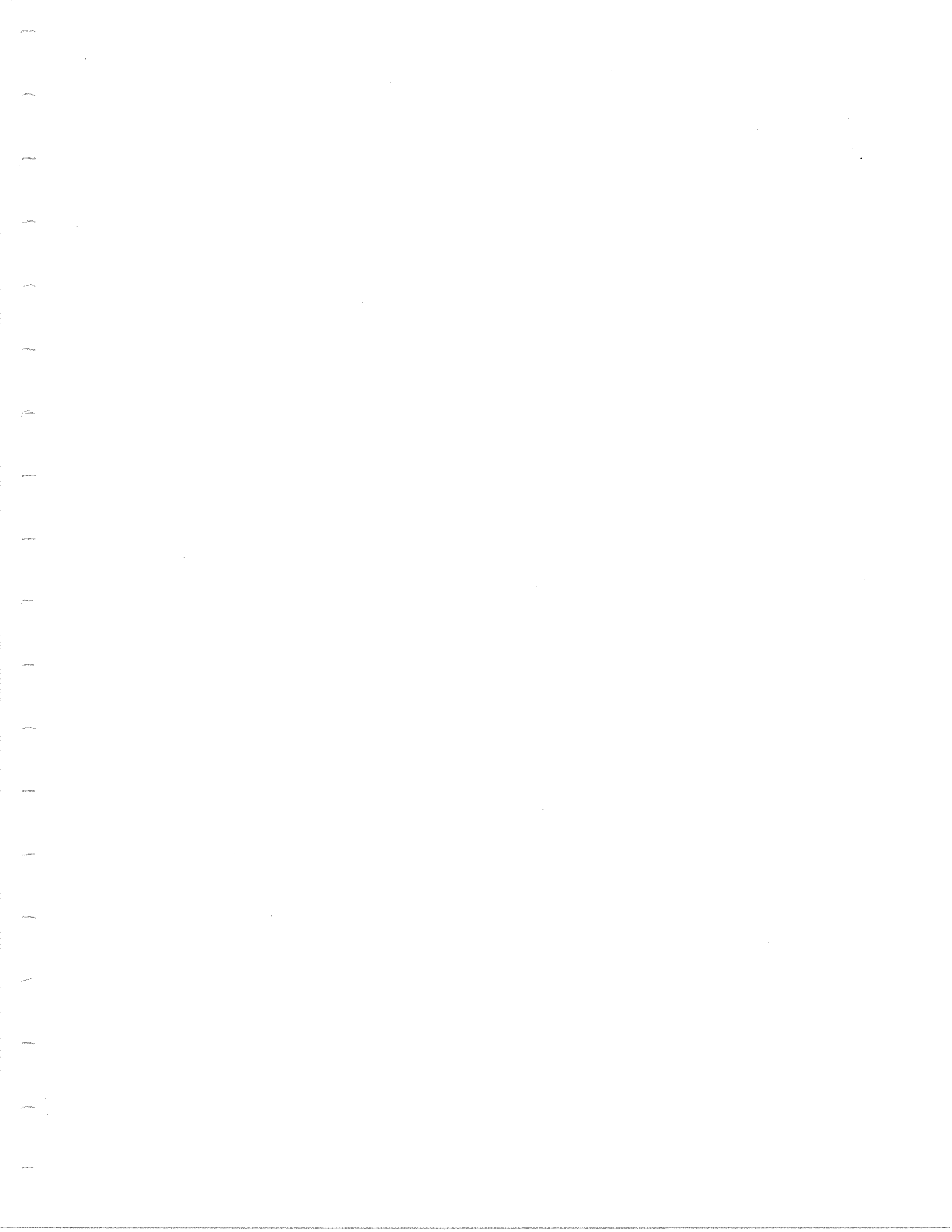
Vehicle Collateral:

Type	Serial #	Year	Make/Model	MH Reg.#
V0001	MV	1HTSCABM7VH486663	1999 INTERNATIONAL	

Continued on Page 8







Registre  
des droits personnels  
et réels mobiliers



Consultation du registre

<b>Personne physique (8,10 \$)</b>		
<b>Nom</b>	<b>Prénom</b>	<b>Date de naissance</b>
<input type="text"/>	<input type="text"/>	<input type="text" value="AAAA"/> <input type="text" value="MM"/> <input type="text" value="JJ"/>
<b>Organisme (8,10 \$)</b>		
<b>Nom de l'organisme</b>		
<input type="text" value="DOMFOAM INTERNATIONAL INC."/>		
<b>Bien (3,00 \$)</b>		
<b>Numéro d'identification du véhicule (NIV) <input checked="" type="checkbox"/></b>		
<input type="text"/>		
<b>Votre référence</b>		
<input type="text" value="New MGross"/>	<input type="text"/>	<input type="text"/>

Date, heure, minute de certification : 2011-11-30 09:45

Critère de recherche      Nom d'organisme : DOMFOAM INTERNATIONAL INC.

## Résultats exacts (2)

Nom	Code postal	Nombre de fiches détaillées
<input checked="" type="checkbox"/> DOMFOAM INTERNATIONAL INC	H1P 2C9	20
Fiche	Inscription	Date h:min
001	DROITS RÉSULTANT D'UN BAIL 11-0381472-0001	2011-05-26 09:00
002	DROITS RÉSULTANT D'UN BAIL 11-0380714-0003	2011-05-25 13:59
003	DROITS RÉSULTANT D'UN BAIL 10-0085475-0001	2010-02-15 14:38
004	DROITS RÉSULTANT D'UN BAIL 10-0036312-0001	2010-01-22 09:00
005	DROITS RÉSULTANT D'UN BAIL 10-0036309-0001	2010-01-22 09:00
006	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR 09-0347353-0001	2009-06-11 10:12
007	DROITS RÉSULTANT D'UN BAIL 06-0706295-0003	2006-12-07 10:48
008	DROITS RÉSULTANT D'UN BAIL 06-0706295-0002	2006-12-07 10:48
009	DROITS RÉSULTANT D'UN BAIL 06-0706295-0001 Modification d'un droit publié 07-0004208-0001	2006-12-07 10:48 2007-01-05 09:00
010	DROITS RÉSULTANT D'UN BAIL 06-0696380-0001	2006-12-01 13:54
011	DROITS RÉSULTANT D'UN BAIL 06-0692625-0010	2006-11-30 09:00
012	DROITS RÉSULTANT D'UN BAIL 06-0692625-0009	2006-11-30 09:00
013	DROITS RÉSULTANT D'UN BAIL 06-0692625-0008	2006-11-30 09:00
014	DROITS RÉSULTANT D'UN BAIL 06-0692625-0007	2006-11-30 09:00
015	DROITS RÉSULTANT D'UN BAIL 06-0692625-0006	2006-11-30 09:00
016	DROITS RÉSULTANT D'UN BAIL 06-0692625-0005	2006-11-30 09:00
017	DROITS RÉSULTANT D'UN BAIL 06-0692625-0004	2006-11-30 09:00
018	DROITS RÉSULTANT D'UN BAIL 06-0692625-0003	2006-11-30 09:00
019	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR 06-0597620-0008	2006-10-16 13:56
020	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION 01-0087530-0008 RENOUVELLEMENT DE LA PUBLICITÉ D'UNE HYPOTHÈQUE 10-0839856-0011 RÉDUCTION VOLONTAIRE 05-0107339-0001	2001-03-21 14:20 2010-11-29 11:59 2005-03-01 11:03

DOMFOAM INTERNATIONAL INC

L6T 2H7 1


Fiche Inscription

Date h:min

001 DROITS RÉSULTANT D'UN BAIL  
11-0677693-0001

2011-09-06 09:00

Registre  
des droits personnels  
et réels mobiliers

Québec 

Date, heure, minute de certification : 2011-11-30 09:45

Critère de recherche      Nom d'organisme : DOMFOAM INTERNATIONAL INC.

Nom présentant des similarités (1)

Nom	Code postal	Nombre de fiches détaillées
<input type="checkbox"/> MANUFACTURE DOMFOAM INTERNATIONAL	H1P 2C9	2
<b>Fiche</b>	<b>Inscription</b>	<b>Date</b> <b>h:min</b>
001	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR 09-0347353-0001 ✓	2009-06-11 10:12
002	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR 06-0597620-0008 ✓	2006-10-16 13:56

Copies des inscriptions / Copies of registrations

Date, heure, minute de certification : 2011-11-30 09:45

Critère de recherche      Nom d'organisme : DOMFOAM INTERNATIONAL INC.

Résultats exacts (2)

Nom	Code postal	Nombre de fiches détaillées
<input type="checkbox"/> DOMFOAM INTERNATIONAL INC	H1P 2C9	20
<input type="checkbox"/> DOMFOAM INTERNATIONAL INC	L6T 2H7	1

Date, heure, minute de certification : 2011-11-30 09:45

Critère de recherche Nom d'organisme : DOMFOAM INTERNATIONAL INC.

Critère de sélection Nom d'organisme : DOMFOAM INTERNATIONAL INC Code Postal : H1P2C9

File	Inscription	Date	h:min
001	DROITS RÉSULTANT D'UN BAIL 11-0381472-0001	2011-05-26	09:00
002	DROITS RÉSULTANT D'UN BAIL 11-0380714-0003	2011-05-25	13:59
003	DROITS RÉSULTANT D'UN BAIL 10-0085475-0001	2010-02-15	14:38
004	DROITS RÉSULTANT D'UN BAIL 10-0036312-0001	2010-01-22	09:00
005	DROITS RÉSULTANT D'UN BAIL 10-0036309-0001	2010-01-22	09:00
006	DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR 09-0347353-0001	2009-06-11	10:12
007	DROITS RÉSULTANT D'UN BAIL 06-0706295-0003	2006-12-07	10:48
008	DROITS RÉSULTANT D'UN BAIL 06-0706295-0002	2006-12-07	10:48
009	DROITS RÉSULTANT D'UN BAIL 06-0706295-0001	2006-12-07	10:48
	Modification d'un droit publié 07-0004208-0001	2007-01-05	09:00
10	DROITS RÉSULTANT D'UN BAIL 06-0696380-0001	2006-12-01	13:54
11	DROITS RÉSULTANT D'UN BAIL 06-0692625-0010	2006-11-30	09:00
12	DROITS RÉSULTANT D'UN BAIL 06-0692625-0009	2006-11-30	09:00
13	DROITS RÉSULTANT D'UN BAIL 06-0692625-0008	2006-11-30	09:00
14	DROITS RÉSULTANT D'UN BAIL 06-0692625-0007	2006-11-30	09:00
15	DROITS RÉSULTANT D'UN BAIL 06-0692625-0006	2006-11-30	09:00
16	DROITS RÉSULTANT D'UN BAIL 06-0692625-0005	2006-11-30	09:00
17	DROITS RÉSULTANT D'UN BAIL 06-0692625-0004	2006-11-30	09:00
18	DROITS RÉSULTANT D'UN BAIL 06-0692625-0003	2006-11-30	09:00



019	DRÔITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR	2006-10-16 13:56
	06-0597620-0008	
010	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION	2001-03-21 14:20
	01-0087530-0006	
	RENOUVELLEMENT DE LA PUBLICITÉ D'UNE HYPOTHÈQUE	2010-11-29 11:59
	10-0839856-0011	
	RÉDUCTION VOLONTAIRE	2005-03-01 11:03
	05-0107339-0001	

Registre  
des droits personnels  
et réels mobiliers

Québec

Date, heure, minute de certification : 2011-11-30 09:45

Critère de recherche Nom d'organisme : DOMFOAM INTERNATIONAL INC.

Critère de sélection Nom d'organisme : DOMFOAM INTERNATIONAL... Code Postal : H1P2C9

Fiche 001 - Détail de l'inscription 1 (de 1)

---

INSCRIPTION	DATE-HEURE-MINUTE	DATE EXTRÊME D'EFFET
11-0381472-0001	2011-05-26 09:00	2017-05-25

DROITS RÉSULTANT D'UN BAIL

#### PARTIES

##### Locateur

RCAP LEASING INC.

5575 NORTH SERVICE RD, STE 300 BURLINGTON ON

L7L 6M1

##### Locataire

DOMFOAM INTERNATIONAL INC

8785 BOUL LANGELIER MONTREAL QC

H1P 2C9

#### BIENS

COPIER EQUIPMENT AS DESCRIBED ON LEASES, FROM TIME TO TIME LEASED BY THE SECURED PARTY TO THE DEBTOR AND ANY PROCEEDS THEREOF, TOGETHER WITH ALL REPLACEMENT PARTS, ACCESSORIES AND ATTACHMENTS S/N CSC121704

#### MENTIONS

##### Référence à l'acte constitutif

Forme de l'acte : Sous seing privé

Date : 2011-05-25

Lieu : MONTREAL

Registre  
des droits personnels  
et réels mobiliers

Québec

Date, heure, minute de certification : 2011-11-30 09:45

Critère de recherche Nom d'organisme : DOMFOAM INTERNATIONAL INC.

Critère de sélection Nom d'organisme : DOMFOAM INTERNATIONA... Code Postal : H1P2C9

Fiche 002 - Détail de l'inscription 1 (de 1)

INSCRIPTION	DATE-HEURE-MINUTE	DATE EXTRÊME D'EFFET
11-0380714-0003	2011-05-25 13:59	2017-05-25

DROITS RÉSULTANT D'UN BAIL

#### PARTIES

##### Locateur

RCAP LEASING INC.  
5575 NORTH SERVICE RD, STE 300 BURLINGTON ON L7L 6M1

##### Locataire

DOMFOAM INTERNATIONAL INC  
8785 BOUL LANGELIER MONTREAL QC H1P 2C9

#### BIENS

COPIER EQUIPMENT AS DESCRIBED ON LEASES, FROM TIME TO TIME LEASED BY THE SECURED PARTY TO THE DEBTOR AND ANY PROCEEDS THEREOF, TOGETHER WITH ALL REPLACEMENT PARTS, ACCESSORIES AND ATTACHMENTS S/N C1C161930 CVC122997 CNB156107 CNB156196 CNB156103

#### MENTIONS

##### Référence à l'acte constitutif

Forme de l'acte : Sous seing privé

Date : 2011-05-25

Lieu : MONTREAL

Registre  
des droits personnels  
et réels mobiliers

Québec

Date, heure, minute de certification : 2011-11-30 09:45

Critère de recherche Nom d'organisme : DOMFOAM INTERNATIONAL INC.

Critère de sélection Nom d'organisme : DOMFOAM INTERNATIONAL... Code Postal : H1P2C9

Fiche 003 - Détail de l'inscription 1 (de 1)

INSCRIPTION	DATE-HEURE-MINUTE	DATE EXTRÊME D'EFFET
10-0085475-0001	2010-02-15 14:38	2015-02-15

DROITS RÉSULTANT D'UN BAIL

#### PARTIES

##### Locateur

Hewitt Équipement Limitée  
4000 Autoroute Transcanadienne, Pointe-Claire, Québec H9R 1B2

##### Locataire

Domfoam International Inc  
8785 Boulevard Langelier, Saint-Léonard, Québec H1P 2C9

#### BIENS

Contrat de location: #13424

Description du matériel loué: Chariot élévateur

Marque: Caterpillar

Modèle: #E6000 Série: #A4EC380620

Autre information: id: 511978

#### MENTIONS

##### Référence à l'acte constitutif

Forme de l'acte : Sous seing privé

Date : 2010-02-15

Lieu : Pointe-Claire

Registre  
des droits personnels  
et réels mobiliers

Québec

Date, heure, minute de certification : 2011-11-30 09:45

Critère de recherche Nom d'organisme : DOMFOAM INTERNATIONAL INC.

Critère de sélection Nom d'organisme : DOMFOAM INTERNATIONA... Code Postal : H1P2C9

Fiche 004 - Détail de l'inscription 1 (de 1)

---

INSCRIPTION	DATE-HEURE-MINUTE	DATE EXTRÊME D'EFFET
10-0036312-0001	2010-01-22 09:00	2015-01-21

DROITS RÉSULTANT D'UN BAIL

#### PARTIES

##### Locateur

Hewitt Équipement Limitée  
4000 Autoroute Transcanadienne, Pointe-Claire, Québec H9R 1B2

##### Locataire

Domfoam International Inc  
8785 Boul. Langelier, Saint-Laurent, Québec H1P 2C9

#### BIENS

Contrat de location: #11423  
Description du matériel loué: Chariot élévateur  
Marque: Caterpillar  
Modèle: #E6000 Série: #A4EC380443  
Autre information: id: 510778

#### MENTIONS

##### Référence à l'acte constitutif

Forme de l'acte : Sous seing privé  
Date : 2010-01-21  
Lieu : Pointe-Claire

Registre  
des droits personnels  
et réels mobiliers

Québec

Date, heure, minute de certification : 2011-11-30 09:45

Critère de recherche Nom d'organisme : DOMFOAM INTERNATIONAL INC.

Critère de sélection Nom d'organisme : DOMFOAM INTERNATIONA... Code Postal : H1P2C9

Fiche 005 - Détail de l'inscription 1 (de 1)

---

INSCRIPTION	DATE-HEURE-MINUTE	DATE EXTRÊME D'EFFET
10-0036309-0001	2010-01-22 09:00	2015-01-21

DROITS RÉSULTANT D'UN BAIL

#### PARTIES

##### Locateur

Hewitt Équipement Limitée  
4000 Autoroute Transcanadienne, Pointe-Claire, Québec H9R 1B2

##### Locataire

Domfoam International Inc  
8785 Boul. Langelier, Saint-Laurent, Québec H1P 2C9

#### BIENS

Contrat de location: #13422  
Description du matériel loué: Chariot élévateur  
Marque: Caterpillar  
Modèle: #E6000 Série: #A4EC360225  
Autre information: id: 509906

#### MENTIONS

##### Référence à l'acte constitutif

Forme de l'acte : Sous seing privé  
Date : 2010-01-21  
Lieu : Pointe-Claire

Registre  
des droits personnels  
et réels mobiliers

Québec

Date, heure, minute de certification : 2011-11-30 09:45

Critère de recherche Nom d'organisme : DOMFOAM INTERNATIONAL INC.

Critère de sélection Nom d'organisme : DOMFOAM INTERNATIONAL... Code Postal : H1P2C9

Fiche 006 - Détail de l'inscription 1 (de 1)

INSCRIPTION	DATE-HEURE-MINUTE	DATE EXTRÊME D'EFFET
09-0347353-0001	2009-06-11 10:12	2015-11-27

DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR

#### PARTIES

##### Crédit-bailleur

CIT FINANCIAL LTD.

5035, SOUTH SERVICE ROAD, BURLINGTON (ONTARIO)

L7R 4C8

##### Crédit-preneur

DOMFOAM INTERNATIONAL INC.

8785, BOULEVARD LANGELIER, SAINT-LEONARD (QUEBEC)

H1P 2C9

Agissant sous la dénomination sociale :

MANUFACTURE DOMFOAM INTERNATIONAL

8785, BOULEVARD LANGELIER, SAINT-LEONARD (QUEBEC)

H1P 2C9

#### BIENS

- 1 KYOCERA COLOUR MFP 50 PPM, S/N 508554 QHUSZ00382
- 1 KYOCERA DUAL SCAN DOC. PROC., S/N 508484 QGY9103716
- 1 KYOCERA 3000 SHEET LARGE CAPACITY TRAY, S/N 508556 UYF8200944
- 1 KYOCERA 3000 SHEET FINISHER, S/N 508557 QHF8Y00189
- 1 KYOCERA ATTACHMENT KIT
- 1 KYOCERA PUNCH UNIT
- 1 KYOCERA FAX-NETWORK FAX, S/N 508559 QHR9202768
- 1 PANAMAX MAX 2, SPIKE SUPPRESSOR

#### MENTIONS

##### Référence à l'acte constitutif

Forme de l'acte : Sous seing privé

Date : 2009-05-27

Lieu : SAINT-LEONARD (QUEBEC)

#### AVIS D'ADRESSE

N° 017592

Registre  
des droits personnels  
et réels mobiliers

Québec

Date, heure, minute de certification : 2011-11-30 09:45

Critère de recherche Nom d'organisme : DOMFOAM INTERNATIONAL INC.

Critère de sélection Nom d'organisme : DOMFOAM INTERNATIONA... Code Postal : H1P2C9

Fiche 007 - Détail de l'inscription 1 (de 1)

INSCRIPTION	DATE-HEURE-MINUTE	DATE EXTRÊME D'EFFET
06-0706295-0003	2006-12-07 10:48	2012-05-22

DROITS RÉSULTANT D'UN BAIL

#### PARTIES

##### Locateur

RYDER TRUCK RENTAL CANADA LTD.  
4255 Weston Road, North York, ON

M9L 1W8

##### Locataire

DOMFOAM INTERNATIONAL INC.  
8785 LANGELIER BOUL, MONTREAL, QC

H1P 2C9

#### BIENS

##### Véhicule routier :

Cat.	Numéro d'identification	Année	Description
07	Véhicule de commerce 1FUJA6CK87LY49523	2007	FREIGHTLINER CL-120

#### MENTIONS

##### Référence à l'acte constitutif

Forme de l'acte : Sous seing privé

Date : 2006-10-01


Lieu : QUEBEC, QUEBEC

##### Autres mentions :

REF: (325581/1000082 / BCCS1F51221-1 / 4374927)



Registre  
des droits personnels  
et réels mobiliers

Québec 

Date, heure, minute de certification : 2011-11-30 09:45

Critère de recherche Nom d'organisme : DOMFOAM INTERNATIONAL INC.

Critère de sélection Nom d'organisme : DOMFOAM INTERNATIONA... Code Postal : H1P2C9

Fiche 008 - Détail de l'inscription 1 (de 1)

INSCRIPTION	DATE-HEURE-MINUTE	DATE EXTRÊME D'EFFET
06-0706295-0002	2006-12-07 10:48	2013-05-20

DROITS RÉSULTANT D'UN BAIL

**PARTIES**

**Locateur**

RYDER TRUCK RENTAL CANADA LTD.  
4255 Weston Road, North York, ON

M9L 1W8

**Locataire**

DOMFOAM INTERNATIONAL INC.  
8785 LANGELIER BOUL, MONTREAL, QC

H1P 2C9

**BIENS**

**Véhicule routier :**

Cat.	Numéro d'identification	Année	Description
07	Véhicule de commerce 1FUJA6CK57LY49530	2007	FREIGHTLINER CL-120

**MENTIONS**

**Référence à l'acte constitutif**

Forme de l'acte : Sous seing privé

Date : 2006-11-20

Lieu : ANJOU, QUEBEC

**Autres mentions :**

REF: (332468/1000073 / BCCS1F5121B -1 / 4374926)

Registre  
des droits personnels  
et réels mobiliers

Québec

Date, heure, minute de certification : 2011-11-30 09:45

Critère de recherche Nom d'organisme : DOMFOAM INTERNATIONAL INC.

Critère de sélection Nom d'organisme : DOMFOAM INTERNATIONAL... Code Postal : H1P2C9

Fiche 009 - Détail de l'inscription 1 (de 2)

INSCRIPTION	DATE-HEURE-MINUTE	DATE EXTRÊME D'EFFET
06-0706295-0001	2006-12-07 10:48	2013-11-22

DROITS RÉSULTANT D'UN BAIL

#### PARTIES

##### Locateur

RYDER TRUCK RENTAL CANADA LTD.  
4255 Weston Road, North York, ON

M9L 1W8

##### Locataire

DOMFOAM INTERNATIONAL INC.  
8785 LANGELIER BOUL, MONTREAL, QC

H1P 2C9

#### BIENS

##### Véhicule routier :

Cat.	Numéro d'identification	Année	Description
07	Véhicule de commerce	2007	FREIGHTLINER CL-120

#### MENTIONS

##### Référence à l'acte constitutif

Forme de l'acte : Sous seing privé

Date : 2006-11-22

Lieu : ANJOU, QUEBEC

##### Autres mentions :

REF: (336256/1000063 / BCCS1F51215-1 / 4374925)

#### REMARQUES

INSCRIPTION	DATE-HEURE-MINUTE
07-0004208-0001	2007-01-05 09:00

Modification d'un droit publié

Registre  
des droits personnels  
et réels mobiliers

Québec

Date, heure, minute de certification : 2011-11-30 09:45

Critère de recherche Nom d'organisme : DOMFOAM INTERNATIONAL INC.

Critère de sélection Nom d'organisme : DOMFOAM INTERNATIONA... Code Postal : H1P2C9

Fiche 009 - Détail de l'inscription 2 (de 2)

INSCRIPTION	DATE-HEURE-MINUTE
07-0004209-0001	2007-01-05 09:00

Modification d'un droit publié

#### PARTIES

##### Titulaire

RYDER TRUCK RENTAL CANADA LTD.  
4255 Weston Road, North York, ON

M9L 1W8

##### Constituant

DOMFOAM INTERNATIONAL INC.  
8785 LANGELIER BOUL, MONTREAL, QC

H1P 2C9

#### BIENS

##### Véhicule routier :

Cat.	Numéro d'identification	Année	Description
07	Véhicule de commerce 1FUJA6CK77LY61324	2007	FREIGHTLINER CL-120

#### MENTIONS

##### Référence à l'inscription visée

NUMÉRO	NATURE
06-0706295-0001	DROITS RÉSULTANT D'UN BAIL

##### Référence à l'acte constitutif

Forme de l'acte : Sous seing privé

##### Autres mentions :

REF: (336256/1007006 / BCCS1CS1215-3 / 4405426)

Véhicules routiers remplacés par les biens décrits au rubrique 'Biens':

>>Catégorie:07 NIV:LHTSCAMXXH227668 Année:2007

>>Description - Ligne 1:FREIGHTLINER

>>Description - Ligne 2:CL-120

Autres mentions:

AMEND SERIAL NO.

Registre  
des droits personnels  
et réels mobiliers

Québec

Date, heure, minute de certification : 2011-11-30 09:45

Critère de recherche Nom d'organisme : DOMFOAM INTERNATIONAL INC.

Critère de sélection Nom d'organisme : DOMFOAM INTERNATIONAL... Code Postal : H1P2C9

Fiche 010 - Détail de l'inscription 1 (de 1)

INSCRIPTION	DATE-HEURE-MINUTE	DATE EXTRÊME D'EFFET
06-0696380-0001	2006-12-01 13:54	2012-05-27

DROITS RÉSULTANT D'UN BAIL

#### PARTIES

##### Locateur

RYDER TRUCK RENTAL CANADA LTD.  
4255 Weston Road, North York, ON

M9L 1W8

##### Locataire

DOMFOAM INTERNATIONAL INC.  
8785 LANGELIER BOUL, MONTREAL, QC

H1P 2C9

#### BIENS

##### Véhicule routier :

Cat.	Numéro d'identification	Année	Description
07	Véhicule de commerce 1FUJA6CKX7LY49524	2007	FREIGHTLINER CL120

#### MENTIONS

##### Référence à l'acte constitutif

Forme de l'acte : Sous seing privé


Date : 2006-11-27

Lieu : ANJOU, QC

##### Autres mentions :

REF: (325582/1000827 / BCCSLF5128 7-1 / 4367921)

Registre  
des droits personnels  
et réels mobiliers

Québec 

Date, heure, minute de certification : 2011-11-30 09:45

Critère de recherche Nom d'organisme : DOMFOAM INTERNATIONAL INC.

Critère de sélection Nom d'organisme : DOMFOAM INTERNATIONA... Code Postal : H1P2C9

Fiche 011 - Détail de l'inscription 1 (de 1)

INSCRIPTION	DATE-HEURE-MINUTE	DATE EXTRÊME D'EFFET
06-0692625-0010	2006-11-30 09:00	2013-05-21

DROITS RÉSULTANT D'UN BAIL

#### PARTIES

##### Locateur

RYDER TRUCK RENTAL CANADA LTD.  
4255 Weston Road, North York, ON

M9L 1W8

##### Locataire

DOMFOAM INTERNATIONAL INC.  
8785 LANGELIER BOUL, MONTREAL, QC

H1P 2C9

#### BIENS

##### Véhicule routier :

Cat.	Numéro d'identification	Année	Description
07	Véhicule de commerce 1FUJA6CK67LY49522	2007	FREIGHTLINER CL-120

#### MENTIONS

##### Référence à l'acte constitutif

Forme de l'acte : Sous seing privé

Date : 2006-11-21

Lieu : ANJOU, QUEBEC

##### Autres mentions :

REF: (324855/1000121 / BCCS1F5122S-1 / 4364722)

Registre  
des droits personnels  
et réels mobiliers

Québec

Date, heure, minute de certification : 2011-11-30 09:45

Critère de recherche Nom d'organisme : DOMFOAM INTERNATIONAL INC.

Critère de sélection Nom d'organisme : DOMFOAM INTERNATIONAL... Code Postal : H1P2C9

Fiche 012 - Détail de l'inscription 1 (de 1)

INSCRIPTION	DATE-HEURE-MINUTE	DATE EXTRÊME D'EFFET
06-0692625-0009	2006-11-30 09:00	2013-05-21

DROITS RÉSULTANT D'UN BAIL

#### PARTIES

##### Locateur

RYDER TRUCK RENTAL CANADA LTD.  
4255 Weston Road, North York, ON

M9L 1W8

##### Locataire

DOMFOAM INTERNATIONAL INC.  
8785 LANGELIER BOUL, MONTREAL, QC

H1P 2C9

#### BIENS

##### Véhicule routier :

Cat.	Numéro d'identification	Année	Description
07	Véhicule de commerce 1FUJA6CK47LY49521	2007	FREIGHTLINER CL-120

#### MENTIONS

##### Référence à l'acte constitutif

Forme de l'acte : Sous seing privé

Date : 2006-11-21

Lieu : ANJOU, QUEBEC

##### Autres mentions :

REF: (324854/1000111 / BCCS1F51224-1 / 4364721)

Registre  
des droits personnels  
et réels mobiliers

Québec

Date, heure, minute de certification : 2011-11-30 09:45

Critère de recherche Nom d'organisme : DOMFOAM INTERNATIONAL INC.

Critère de sélection Nom d'organisme : DOMFOAM INTERNATIONA... Code Postal : H1P2C9

Fiche 013 - Détail de l'inscription 1 (de 1)

INSCRIPTION	DATE-HEURE-MINUTE	DATE EXTRÊME D'EFFET
06-0692625-0008	2006-11-30 09:00	2013-11-24

DROITS RÉSULTANT D'UN BAIL

#### PARTIES

##### Locateur

RYDER TRUCK RENTAL CANADA LTD.  
4255 Weston Road, North York, ON

M9L 1W8

##### Locataire

DOMFOAM INTERNATIONAL INC.  
8785 LANGELIER BOUL, MONTREAL, QC

H1P 2C9

#### BIENS

##### Véhicule routier :

Cat.	Numéro d'identification	Année	Description
07	Véhicule de commerce 1FUJA6CK77LY49528	2007	FREIGHTLINER CL-120

#### MENTIONS

##### Référence à l'acte constitutif

Forme de l'acte : Sous seing privé

Date : 2006-11-24

Lieu : ANJOU, QUEBEC

##### Autres mentions :

REF: (329318/1000093 / BCCS1F51223 -1 / 4364720)

Registre  
des droits personnels  
et réels mobiliers

Québec

Date, heure, minute de certification : 2011-11-30 09:45

Critère de recherche Nom d'organisme : DOMFOAM INTERNATIONAL INC.

Critère de sélection Nom d'organisme : DOMFOAM INTERNATIONA... Code Postal : H1P2C9

Fiche 014 - Détail de l'inscription 1 (de 1)

INSCRIPTION	DATE-HEURE-MINUTE	DATE EXTRÊME D'EFFET
06-0692625-0007	2006-11-30 09:00	2013-11-22

DROITS RÉSULTANT D'UN BAIL

#### PARTIES

##### Locateur

RYDER TRUCK RENTAL CANADA LTD.  
4255 Weston Road, North York, ON M9L 1W8

##### Locataire

DOMFOAM INTERNATIONAL INC.  
8785 LANGELIER BOUL, MONTREAL, QC H1P 2C9

#### BIENS

##### Véhicule routier :

Cat.	Numéro d'identification	Année	Description
07	Véhicule de commerce 1FUJA6CK57LY49527	2007	FREIGHTLINER CL-120

#### MENTIONS

##### Référence à l'acte constitutif

Forme de l'acte : Sous seing privé  
Date : 2006-11-22  
Lieu : ANJOU, QUEBEC

##### Autres mentions :

REF: (329317/1000092 / BCCS1FS1222-1 / 4364719)



Registre  
des droits personnels  
et réels mobiliers

Québec

Date, heure, minute de certification : 2011-11-30 09:45

Critère de recherche Nom d'organisme : DOMFOAM INTERNATIONAL INC.

Critère de sélection Nom d'organisme : DOMFOAM INTERNATIONA... Code Postal : H1P2C9

Fiche 015 - Détail de l'inscription 1 (de 1)

INSCRIPTION	DATE-HEURE-MINUTE	DATE EXTRÊME D'EFFET
06-0692625-0006	2006-11-30 09:00	2013-11-20

DROITS RÉSULTANT D'UN BAIL

#### PARTIES

##### Locateur

RYDER TRUCK RENTAL CANADA LTD.  
4255 Weston Road, North York, ON

M9L 1W8

##### Locataire

DOMFOAM INTERNATIONAL INC.  
8785 LANGELIER BOUL, ANJOU, QC

H1P 2C9

#### BIENS

##### Véhicule routier :

Cat.	Numéro d'identification	Année	Description
07	Véhicule de commerce 1FUJA6CK37LY49526	2007	FREIGHTLINER CL-120

#### MENTIONS

##### Référence à l'acte constitutif

Forme de l'acte : Sous seing privé

Date : 2006-11-20

Lieu : ANJOU, QUEBEC

##### Autres mentions :

REF: (329316/1000086 / BCCS1F5122 0-1 / 4364718)

Registre  
des droits personnels  
et réels mobiliers

Québec

Date, heure, minute de certification : 2011-11-30 09:45

Critère de recherche Nom d'organisme : DOMFOAM INTERNATIONAL INC.

Critère de sélection Nom d'organisme : DOMFOAM INTERNATIONA... Code Postal : H1P2C9

Fiche 016 - Détail de l'inscription 1 (de 1)

INSCRIPTION	DATE-HEURE-MINUTE	DATE EXTRÊME D'EFFET
06-0692625-0005	2006-11-30 09:00	2013-05-24

DROITS RÉSULTANT D'UN BAIL

#### PARTIES

##### Locateur

RYDER TRUCK RENTAL CANADA LTD.  
4255 Weston Road, North York, ON

MSL 1W8

##### Locataire

DOMFOAM INTERNATIONAL INC.  
8785 LANGELIER BOUL, MONTREAL, QC

H1P 2C9

#### BIENS

##### Véhicule routier :

Cat.	Numéro d'identification	Année	Description
07	Véhicule de commerce 1FUJA6CK77LY49531	2007	FREIGHTLINER CL-120

#### MENTIONS

##### Référence à l'acte constitutif

Forme de l'acte : Sous seing privé


Date : 2006-11-24

Lieu : ANJOU, QUEBEC

##### Autres mentions :

REF: (332469/1000077 / BCCS1FS1219 -1 / 4364717)

Registre  
des droits personnels  
et réels mobiliers

Québec 

Date, heure, minute de certification : 2011-11-30 09:45

Critère de recherche Nom d'organisme : DOMFOAM INTERNATIONAL INC.

Critère de sélection Nom d'organisme : DOMFOAM INTERNATIONAL... Code Postal : H1P2C9

Fiche 016 - Détail de l'inscription 1 (de 1)

INSCRIPTION	DATE-HEURE-MINUTE	DATE EXTRÊME D'EFFET
06-0692625-0005	2006-11-30 09:00	2013-05-24

DROITS RÉSULTANT D'UN BAIL

#### PARTIES

##### Locateur

RYDER TRUCK RENTAL CANADA LTD.  
4255 Weston Road, North York, ON

M9L 1W8

##### Locataire

DOMFOAM INTERNATIONAL INC.  
8785 LANGELIER BOUL, MONTREAL, QC

H1P 2C9

#### BIENS

##### Véhicule routier :

Cat.	Numéro d'identification	Année	Description
07	Véhicule de commerce 1FUJA6CK77LY49531	2007	FREIGHTLINER CL-120

#### MENTIONS

##### Référence à l'acte constitutif

Forme de l'acte : Sous seing privé

Date : 2006-11-24

Lieu : ANJOU, QUEBEC

##### Autres mentions :

REF: (332469/1000077 / BCCS1F51219-1 / 4364717)

Registre  
des droits personnels  
et réels mobiliers

Québec

Date, heure, minute de certification : 2011-11-30 09:45

Critère de recherche Nom d'organisme : DOMFOAM INTERNATIONAL INC.

Critère de sélection Nom d'organisme : DOMFOAM INTERNATIONAL... Code Postal : H1P2C9

Fiche 017 - Détail de l'inscription 1 (de 1)

INSCRIPTION	DATE-HEURE-MINUTE	DATE EXTRÊME D'EFFET
06-0692625-0004	2006-11-30 09:00	2013-05-20

DROITS RÉSULTANT D'UN BAIL

#### PARTIES

##### Locateur

RYDER TRUCK RENTAL CANADA LTD.  
4255 Weston Road, North York, ON

M9L 1W8

##### Locataire

DOMFOAM INTERNATIONAL INC.  
8785 LANGELIER BOUL, MONTREAL, QC

H1P 2C9

#### BIENS

##### Véhicule routier :

Cat.	Numéro d'identification	Année	Description
07	Véhicule de commerce 1FUJA6CK97LY49529	2007	FREIGHTLINER CL-120

#### MENTIONS

##### Référence à l'acte constitutif

Forme de l'acte : Sous seing privé

Date : 2006-11-20

Lieu : ANJOU, QUEBEC

##### Autres mentions :

REF: (332467/1000071 / BCCS1F51217-1 / 4364716)

Registre  
des droits personnels  
et réels mobiliers

Québec

Date, heure, minute de certification : 2011-11-30 09:45

Critère de recherche Nom d'organisme : DOMFOAM INTERNATIONAL INC.

Critère de sélection Nom d'organisme : DOMFOAM INTERNATIONA... Code Postal : H1P2C9

Fiche 018 - Détail de l'inscription 1 (de 1)

INSCRIPTION	DATE-HEURE-MINUTE	DATE EXTRÊME D'EFFET
06-0692625-0003	2006-11-30 09:00	2013-11-22

DROITS RÉSULTANT D'UN BAIL

#### PARTIES

##### Locateur

RYDER TRUCK RENTAL CANADA LTD.  
4255 Weston Road, North York, ON

M9L 1W8

##### Locataire

DOMFOAM INTERNATIONAL INC.  
8785 LANGELIER BOUL, MONTREAL, QC

H1P 2C9

#### BIENS

##### Véhicule routier :

Cat.	Numéro d'identification	Année	Description
07	Véhicule de commerce 1FUJA6CK97LY61325	2007	FREIGHTLINER CL-120

#### MENTIONS

##### Référence à l'acte constitutif

Forme de l'acte : Sous seing privé

Date : 2006-11-22

Lieu : ANJOU, QUEBEC

##### Autres mentions :

REF: (336257/1000067 / BCCS1F51216-1 / 4364715)



Date, heure, minute de certification : 2011-11-30 09:45

Critère de recherche Nom d'organisme : DOMFOAM INTERNATIONAL INC.

Critère de sélection Nom d'organisme : DOMFOAM INTERNATIONAL... Code Postal : H1P2C9

Fiche 019 - Détail de l'inscription 1 (de 1)

INSCRIPTION	DATE-HEURE-MINUTE	DATE EXTRÊME D'EFFET
06-0597620-0008	2006-10-16 13:56	2012-04-13

DROITS DE PROPRIÉTÉ DU CRÉDIT-BAILLEUR

#### PARTIES

##### Crédit-bailleur

CITICORP VENDOR FINANCE, LTD.  
123 FRONT STREET WEST, 16TH FLOOR, TORONTO, ONTARIO M5J 2M3

##### Crédit-bailleur

CITICORP FINANCE VENDEUR LTEE  
123 FRONT STREET WEST, 16TH FLOOR, TORONTO, ONTARIO M5J 2M3

##### Crédit-preneur

DOMFOAM INTERNATIONAL INC.  
8785 LANGELIER, ST-LEONARD QC H1P 2C9

##### Crédit-preneur

MANUFACTURE DOMFOAM INTERNATIONAL  
8785 LANGELIER, ST-LEONARD QC H1P 2C9

#### BIENS

1-COPIER RICOH AFICIO 3025  
WITH ALL ATTACHMENTS, ACCESSORIES AND PROCEEDS THEREOF INCLUDING  
INSURANCE PROCEEDS AND INDEMNITIES.

#### MENTIONS

##### Référence à l'acte constitutif

Forme de l'acte : Sous seing privé  
Date : 2006-10-13  
Lieu : ST-LEONARD QC

##### Autres mentions :

LEASE TERM IS 66 MONTHS. THE MONTHLY LEASE PAYMENT IS \$443.52  
PLUS APPLICABLE TAXES.

Registre  
des droits personnels  
et réels mobiliers

Québec

Date, heure, minute de certification : 2011-11-30 09:45

Critère de recherche Nom d'organisme : DOMPOAM INTERNATIONAL INC.

Critère de sélection Nom d'organisme : DOMPOAM INTERNATIONAL... Code Postal : H1P2C9

Fiche 020 - Détail de l'inscription 1 (de 3)

INSCRIPTION	DATE-HEURE-MINUTE	DATE EXTRÊME D'EFFET
01-0087530-0006	2001-03-21 14:20	2010-12-07

HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION

#### PARTIES

##### Titulaire

BANQUE ROYALE DU CANADA  
630 RENE LEVESQUE OUEST, 1E ETAGE, MONTREAL, QC H3B 1S6

##### Constituant

DOMPOAM INTERNATIONAL INC.  
8785, LANGELIER BLVD, ST-LEONARD, QUEBEC H1P 2C9

#### BIENS

THE HYPOTHEC CHARGES ALL PRESENT AND FUTURE PROPERTY INCLUDED IN THE UNIVERSALITIES DESCRIBED HEREIN BELOW: ALL MOVABLE PROPERTY PRESENT AND FUTURE, CORPOREAL AND INCORPOREAL OF THE GRANTOR, INCLUDING ALL MOVABLE PROPERTY ACQUIRED IN REPLACEMENT THEREOF OR OTHERWISE.

#### MENTIONS

##### Somme de l'hypothèque

\$16,128,750.00  
RBPR + 0.125%

##### Référence à l'acte constitutif

Forme de l'acte : Sous seing privé  
Date : 2000-12-07  
Lieu : TORONTO

#### REMARQUES

INSCRIPTION	DATE-HEURE-MINUTE
05-0107339-0001	2005-03-01 11:03
RÉDUCTION VOLONTAIRE	
10-0839856-0011	2010-11-29 11:59
RENOUVELLEMENT DE LA PUBLICITÉ D'UN HYPOTHÈQUE	

#### AVIS D'ADRESSE

N° 000114

Registre  
des droits personnels  
et réels mobiliers

Québec

Date, heure, minute de certification : 2011-11-30 09:45

Critère de recherche Nom d'organisme : DOMFOAM INTERNATIONAL INC.

Critère de sélection Nom d'organisme : DOMFOAM INTERNATIONAL... Code Postal : H1P2C9

Fiche 020 - Détail de l'inscription 2 (de 3)

INSCRIPTION	DATE-HEURE-MINUTE	DATE EXTRÊME D'EFFET
10-0839856-0011	2010-11-29 11:59	2020-11-29

RENOUVELLEMENT DE LA PUBLICITÉ D'UNE HYPOTHÈQUE

#### PARTIES

##### Titulaire

BANQUE ROYALE DU CANADA  
1 PVM, 12e étage, Aile est, Montréal, QC

H3C 3A9

##### Constituant

DOMFOAM INTERNATIONAL INC.  
8785 LANGELLER BLVD., ST-LEONARD, QC

H1P 2C9

#### MENTIONS

##### Référence à l'inscription visée

NUMÉRO	NATURE
01-0087530-0006	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION

##### Référence à l'acte constitutif

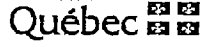
Forme de l'acte : Sous seing privé

#### AVIS D'ADRESSE

N° 000114



Registre  
des droits personnels  
et réels mobiliers



Date, heure, minute de certification : 2011-11-30 09:45

Critère de recherche Nom d'organisme : DOMFOAM INTERNATIONAL INC.

Critère de sélection Nom d'organisme : DOMFOAM INTERNATIONAL... Code Postal : H1P2C9

Fiche 020 - Détail de l'inscription 3 (de 3)

---

INSCRIPTION	DATE-HEURE-MINUTE
05-0107339-0001	2005-03-01 11:03

RÉDUCTION VOLONTAIRE DE L'INSCRIPTION:

01-0087530-0006

RÉDUCTION D'UNE SOMME DE \$2,328,750.00

Le constituant désigné dans la réquisition d'inscription est:

DOMFOAM INTERNATIONAL INC.

Date, heure, minute de certification : 2011-11-30 09:45

Critère de recherche Nom d'organisme : DOMFOAM INTERNATIONAL INC.

Critère de sélection Nom d'organisme : DOMFOAM INTERNATIONAL INC Code Postal : L6T2H7

Fiche	Inscription	Date	h:min
001	DROITS RÉSULTANT D'UN BAIL 11-0677693-0001	2011-09-06	09:00



Date, heure, minute de certification : 2011-11-30 09:45

Critère de recherche Nom d'organisme : DOMFOAM INTERNATIONAL INC.

Critère de sélection Nom d'organisme : DOMFOAM INTERNATIONAL... Code Postal : L6T2H7  
Che 001 - Détail de l'inscription 1 (de 1)

INSCRIPTION	DATE-HEURE-MINUTE	DATE EXTRÊME D'EFFET
1-0677693-0001	2011-09-06 09:00	2016-09-02

DROITS RÉSULTANT D'UN BAIL

**PARTIES**

**Locateur**

Hewitt Équipement Limitée

501 autoroute Transcanadienne, Pointe-Claire Québec

H9R 1B8

**Locataire**

Domfoam International Inc.

4 West Drive, Brampton Ontario

L6T 2H7

**BIENS**

Contrat de location # CL-13866

Description du matériel loué: Chariot élévateur

Marque / Manufacturier: Caterpillar

Modèle # E6000-4V Série # A4EC380738

Autre information: id 512384, location se termine le 15 mars 2014

**NOTIONS**

**Référence à l'acte constitutif**

Forme de l'acte : Sous seing privé

Date : 2011-09-02

Lieu : Pointe-Claire



Consultation du registre

<b>Personne physique (8,10 \$)</b>		
Nom <input type="text"/>	Prénom <input type="text"/>	Date de naissance AAAA MM JJ <input type="text"/> <input type="text"/> <input type="text"/>
<b>Organisme (8,10 \$)</b>		
Nom de l'organisme VALLE FOAM INDUSTRIES (1995) INC. <input type="text"/>		
<b>Bien (3,00 \$)</b>		
Numéro d'identification du véhicule (NIV) <input type="checkbox"/> <input type="text"/>		
Votre référence New MGross <input type="text"/> <input type="text"/> <input type="text"/>		

Date, heure, minute de certification : 2011-11-29 15:00

Critère de recherche      Nom d'organisme : VALLE FOAM INDUSTRIES (1996) INC.

Résultat exact (1)

Fiche	Inscription	Date	h:min
001	DROITS RÉSULTANT D'UN BAIL 10-0213165-0001	2010-04-09	15:00
002	DROITS RÉSULTANT D'UN BAIL 08-0674067-0003	2008-11-24	14:58

Registre  
des droits personnels  
et réels mobiliers

Québec

Date, heure, minute de certification : 2011-11-29 15:00

Critère de recherche      Nom d'organisme : VALLE FOAM INDUSTRIES (1995) INC.

Noms présentant des similarités (22)

Nom	Code postal	Nombre de fiches détaillées
+ 1995	J0K 1A0	
+ CREATIONS FOAM	G1N 4S8	
+ CREATIONS FOAM 2008 INC	G1N 4S8	
+ ELMO FOAM INC	H7S 2B3	
+ ELMO FOAM INC	H7S 2B4	
+ FOAM CREATIONS 2008 INC	G1N 4S8	
+ FOAM CREATIONS INC	G1N 4S8	
+ FOAM CREATIONS INC	H1N 4S8	
+ FOAM D&R INC	H1P 2V8	
+ LES INDUSTRIES DE PLACAGE LEGO 1995 LTEE	H1P 2W6	
+ LES INDUSTRIES ST MICHEL 1995 INC	G0R 3S0	
+ LES INDUSTRIES VALLEE INC	G0A 3B0	
+ MOUSE EXCEL RSUC FOAM	J9J 3K3	
+ MOUSSE DE POLYURETHANE QUALI FOAM INC	H1P 2C9	
+ MOUSSE EXCEL RSVC FOAM INC	J9J 3K3	
+ POLYMER FOAM INC	H3B 4W8	
+ PPD FOAM SOLUTION INC	J0B 3H0	
+ PUR FOAM	H7P 5Z7	
+ PURE FOAM	H7P 5Z7	
+ VALLE FOAM INDUSTRIES 1994 INC	L6T 2H7	
+ VALLEE INC	G0A 3B0	
+ VALLEY INDUSTRIES 2007 LTD	B0S 1M0	

*2 DISSOLVED*

Copies des inscriptions / Copies of registrations



Date, heure, minute de certification : 2011-11-30 09:14

Critère de recherche Nom d'organisme : VALLE FOAM INDUSTRIES (1995) INC.

Critère de sélection Nom d'organisme : VALLE FOAM INDUSTRIES 1995 INC Code Postal : L6T2H7

Fiche	Inscription	Date	h:min
001	DROITS RÉSULTANT D'UN BAIL 10-0213165-0001	2010-04-09	15:00
002	DROITS RÉSULTANT D'UN BAIL 08-0674067-0003	2008-11-24	14:58



Date, heure, minute de certification : 2011-11-30 09:45  
 Critère de recherche Nom d'organisme : VALLE FOAM INDUSTRIES (1995) INC.  
 Critère de sélection Nom d'organisme : VALLE FOAM INDUSTRIES... Code Postal : L6T2H7  
 Fiche 001 - Détail de l'inscription 1 (de 1)

INSCRIPTION	DATE-HEURE-MINUTE	DATE EXTRÊME D'EFFET
10-0213165-0001	2010-04-09 15:00	2018-04-09

DROITS RÉSULTANT D'UN BAIL

**PARTIÉS**

**Locateur**

PENSKE TRUCK LEASING CANADA INC  
 RT 10 GREEN HILLS, PO BOX 791, READING, PA, USA, 19603

**Locateur**

LOCATIONS DE CAMIONS PENSKE CANADA INC  
 RT 10 GREEN HILLS, PO BOX 791, READING, PA, USA, 19603

**Locataire**

VALLE FOAM INDUSTRIES (1995) INC  
 4 WEST DRIVE, BRAMPTON, ON L6T 2H7

**Locataire**

VALLE FOAM INDUSTRIES (1995) INC  
 4 WEST DRIVE, BRAMPTON, ON L6T 2H7

**BIENS**

**Véhicule routier :**

Cat.	Numéro d'identification	Année	Description
07	Véhicule de commerce		
	1HSHWAHN57J3797	09 2007	INTERNATIONAL 8600
07	Véhicule de commerce		
	1HTMMAAN1BH3254	10 2011	INTERNATIONAL 4300
07	Véhicule de commerce		
	1HTMMAAN3BH3254	11 2011	INTERNATIONAL 4300
07	Véhicule de commerce		
	1HTMMAAN5BH3254	11 2011	INTERNATIONAL 4300

**Autres biens :**

TOGETHER WITH ALL ATTACHMENTS ACCESSORIES ACCESSIONS REPLACEMENTS  
 SUBSTITUTIONS ADDITIONS AND IMPROVEMENTS THERETO, INCLUDING, BUT NOT  
 LIMITED TO KATA AND QUALCOMM SYSTEMS, AND ALL PROCEEDS IN ANY FORM  
 DERIVED DIRECTLY OR INDIRECTLY FROM ANY SALE AND OR DEALINGS WITH THE  
 COLLATERAL AND A RIGHT TO AN INSURANCE PAYMENT OR OTHER PAYMENT THAT  
 INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR  
 PROCEEDS OF THE COLLATERAL.

**MENTIONS**

**Référence à l'acte constitutif**

Forme de l'acte : Sous seing privé

**Autres mentions :**

REF: (66504349NEWRBG)

Date, heure, minute de certification : 2011-11-30 09:14

Critère de recherche Nom d'organisme : VALLE FOAM INDUSTRIES (1995) INC.

Critère de sélection Nom d'organisme : VALLE FOAM INDUSTRIE...Code Postal : L6T2H7

Fiche 001 - Détail de l'inscription 1 (de 1)

INSCRIPTION	DATE-HEURE-MINUTE	DATE EXTRÊME D'EFFET
10-0213165-0001	2010-04-09 15:00	2018-04-09

DROITS RÉSULTANT D'UN BAIL

**PARTIES**

**Locateur**

PENSKE TRUCK LEASING CANADA INC  
RT 10 GREEN HILLS, PO BOX 791, READING, PA, USA, 19603

**Locateur**

LOCATIONS DE CAMIONS PENSKE CANADA INC  
RT 10 GREEN HILLS, PO BOX 791, READING, PA, USA, 19603

**Locataire**

VALLE FOAM INDUSTRIES (1995) INC  
4 WEST DRIVE, BRAMPTON, ON L6T 2H7

**Locataire**

VALLE FOAM INDUSTRIES (1994) INC  
4 WEST DRIVE, BRAMPTON, ON L6T 2H7

**BIENS**

**Véhicule routier :**

Numéro d'identification Véhicule de commerce	Année
---	-------

Véhicule de commerce

Véhicule de commerce

Véhicule de commerce

**Autres biens :**

TOGETHER WITH ALL ATTACHMENTS ACCESSORIES ACCESSIONS REPLACEMENTS  
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**MENTIONS**

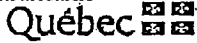
**Référence à l'acte constitutif**

Forme de l'acte : Sous seing privé

**Autres mentions :**

REF: (66504349NEWREG)

Registre  
des droits personnels  
et réels mobiliers



Date, heure, minute de certification : 2011-11-30 09:45  
 Critère de recherche Nom d'organisme : VALLE FOAM INDUSTRIES (1995) INC.  
 Critère de sélection Nom d'organisme : VALLE FOAM INDUSTRIES... Code Postal : L6T2H7  
 Fiche 002 - Détail de l'inscription 1 (de 1)

INSCRIPTION	DATE-HEURE-MINUTE	DATE EXTRÊME D'EFFET
08-0674067-0003	2008-11-24 14:58	2014-11-24

DROITS RÉSULTANT D'UN BAIL

**PARTIES**

**Locateur**

PENSKE TRUCK LEASING CANADA INC  
 RT 10 GREEN HILLS, PO BOX 791, READING, PA, USA, 19603

**Locateur**

LOCATIONS DE CAMIONS PENSKE CANADA INC  
 RT 10 GREEN HILLS, PO BOX 791, READING, PA, USA, 19603

**Locataire**

VALLE FOAM INDUSTRIES (1995) INC  
 4 WEST DRIVE, BRAMPTON, ON L6T 2H7

**BIENS**

**Véhicule routier :**

Cat.	Numéro d'identification	Année	Description
07	Véhicule de commerce		
	1FUBCYBS39HAK6096	2009	FREIGHTLINER M2
07	Véhicule de commerce		
	1FUBCYBS59HAK6097	2009	FREIGHTLINER M2
07	Véhicule de commerce		
	1FUBCYBS19HAK6100	2009	FREIGHTLINER M2
07	Véhicule de commerce		
	1FUBCYBS39HAK6101	2009	FREIGHTLINER M2
07	Véhicule de commerce		
	1FUBCYBS79HAK6098	2009	FREIGHTLINER M2
07	Véhicule de commerce		
	1FUBCYBS99HAK6099	2009	FREIGHTLINER M2

**Autres biens :**

TOGETHER WITH ALL ATTACHMENTS ACCESSORIES ACCESSIONS REPLACEMENTS  
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**MENTIONS**

**Référence à l'acte constitutif**

Forme de l'acte : Sous seing privé

**Autres mentions :**

REF: (6650431124NEYREG)

Date, heure, minute de certification : 2011-11-30 09:14

Critère de recherche Nom d'organisme : VALLE FOAM INDUSTRIES (1995) INC.

Critère de sélection Nom d'organisme : VALLE FOAM INDUSTRIE...Code Postal : L6T2R7

Fiche 002 - Détail de l'inscription 1 (de 1)

INSCRIPTION	DATE-HEURE-MINUTE	DATE EXTRÊME D'EFFET
08-0674067-0003	2008-11-24 14:58	2014-11-24

DROITS RÉSULTANT D'UN BAIL

**PARTIES**

**Locateur**

PENSKE TRUCK LEASING CANADA INC  
RT 10 GREEN HILLS, PO BOX 791, READING, PA, USA, 19603

**Locataire**

LOCATIONS DE CAMIONS PENSKE CANADA INC  
RT 10 GREEN HILLS, PO BOX 791, READING, PA, USA, 19603

**Locataire**

VALLE FOAM INDUSTRIES (1995) INC  
4 WEST DRIVE, BRAMPTON, ON

L6T 2H7

**BIENS**

**Véhicule routier :**

Numéro d'identification	Année
Véhicule de commerce	
Véhicule de commerce	
Véhicule de commerce	
Véhicule de commerce	
Véhicule de commerce	
Véhicule de commerce	

**Autres biens :**

TOGETHER WITH ALL ATTACHMENTS ACCESSORIES ACCESSIONS REPLACEMENTS  
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**MENTIONS**

**Référence à l'acte constitutif**

Forme de l'acte : Sous seing privé

**Autres mentions :**


REF: (6650431124NEWREG)








Registre  
des droits personnels  
et réels mobiliers

Québec 

## Consultation du registre

<b>Personne physique (8,10 \$)</b>		
<b>Nom</b> <input type="text"/>	<b>Prénom</b> <input type="text"/>	<b>Date de naissance</b> <input type="text" value="AAAA"/> <input type="text" value="MM"/> <input type="text" value="JJ"/>
<b>Organisme (8,10 \$)</b>		
<b>Nom de l'organisme</b> <input type="text" value="A-Z Sponge &amp; Foam Products Ltd."/>		
<b>Bien (3,00 \$)</b>		
<b>Numéro d'identification du véhicule (NIV) </b> <input type="text"/>		
<b>Votre référence</b> <input type="text" value="New MGross"/>	<input type="text"/>	<input type="text"/>

Registre  
des droits personnels  
et réels mobiliers

Québec 

Date, heure, minute de certification : 2011-11-29 15:00

Critère de recherche      Nom d'organisme : A-Z Sponge & Foam Products Ltd.

Résultat exact (0)

Aucun droit n'est inscrit au registre sous le nom consulté. Pour une recherche complète, il est recommandé de consulter aussi les résultats apparaissant sous l'onglet « Nom présentant des similarités », s'il y a lieu.

Registre  
des droits personnels  
et réels mobiliers

Québec 

Date, heure, minute de certification : 2011-11-29 15:00


Critère de recherche      Nom d'organisme : A-Z Sponge & Foam Products Ltd.

Noms présentant des similarités (33)

Nom	Code postal	Nombre de fiches détaillées
+ A&Z SHARPENING	H4S 1B6	
+ A&Z SHARPENING INC	H4S 1B6	
+ A@Z SERVICES ENR	G0S 2W0	
+ AFFUTAGE A&Z INC	H4S 1B6	
+ AZ ATLAS INC	H4A 2E9	
+ AZ CARBONE INC	H3G 1T7	
+ AZ CLIMABEC INC	H7G 2J7	
+ AZ FILMS INC	H4L 3R7	
+ AZ LOGISTIQUE	H1J 1N9	
+ AZ PANTOGRAV INC	H1T 1A8	
+ AZ TRANSPORT	H2C 1P3	
+ AZ TRANSPORT	H8Y 3H3	
+ CREATIONS FOAM	G1N 4S8	
+ CREATIONS FOAM 2008 INC	G1N 4S8	
+ ELMO FOAM INC	H7S 2B3	
+ ELMO FOAM INC	H7S 2B4	
+ FOAM CREATIONS 2008 INC	G1N 4S8	
+ FOAM CREATIONS INC	G1N 4S8	
+ FOAM CREATIONS INC	H1N 4S8	
+ FOAM D&R INC	H1P 2V8	
+ LABORATOIRE AZ	H2P 1Z1	
+ MOUSE EXCEL RSUC FOAM	J9J 3K3	
+ MOUSSE DE POLYURETHANE QUALI FOAM INC	H1P 2C9	
+ MOUSSE EXCEL RSVC FOAM INC	J9J 3K3	
+ POLYMER FOAM INC	H3B 4W8	
+ PPD FOAM SOLUTION INC	J0B 3H0	
+ PUR FOAM	H7P 5Z7	
+ PURE FOAM	H7P 5Z7	
+ RENOVAPRO A@Z INC	G1N 2E3	
+ RENOVAPRO A@Z INC	G2G 2P5	
+ SERVICE AZ	H2C 1P3	
+ VALLE FOAM INDUSTRIES 1994 INC	L6T 2H7	
+ VALLE FOAM INDUSTRIES 1995 INC	L6T 2H7	

---

This is Exhibit "M" referred to  
in the Affidavit of Tony Vallecoccia  
Sworn this 11th  
day of January, 2012.

  
A Commissioner for Taking Affidavits

---









Court File No.

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

IN THE MATTER OF THE *COMPANIES' CREDITORS  
ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED  
AND IN THE MATTER OF A PLAN OF COMPROMISE OR  
ARRANGEMENT OF VALLE FOAM INDUSTRIES (1995)  
INC., DOMFOAM INTERNATIONAL INC. and A-Z  
SPONGE & FOAM PRODUCTS LTD.

(the "Applicants")

**CONSENT**

**DELOITTE & TOUCHE INC.** hereby agrees to act as  
monitor in respect of the above-noted matter.

**DATED** this 11<sup>th</sup> day of January, 2012.

**DELOITTE & TOUCHE INC.**

Per. 

Name: Robert J. Bougie

Title: Senior Vice-President

#1839374

IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED  
AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF VALLE FOAM INDUSTRIES  
(1995) INC., DOMFOAM INTERNATIONAL INC., and A-Z SPONGE & FOAM PRODUCTS LTD.

Court File No.

**ONTARIO**

**SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

Proceeding commenced at TORONTO

**APPLICATION RECORD  
(returnable January 12, 2012)**

**MINDEN GROSS LLP**

145 King Street West, Suite 2200  
Toronto ON M5H 4G2

**Raymond M. Slattery** (LSUC #20479L)  
416-369-4149  
[rslattery@mindengross.com](mailto:rslattery@mindengross.com)

**David T. Ullmann** (LSUC #423571)  
416-369-4148  
[dullmann@mindengross.com](mailto:dullmann@mindengross.com)

**Sepideh Nassabi** (LSUC #60139B)  
416-369-4323  
[snassabi@mindengross.com](mailto:snassabi@mindengross.com)  
416-864-9223 fax

Lawyers for the Applicants