

Court File No. CV-12-9545-00CL

**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 3113736 CANADA LTD., 4362063 CANADA LTD., and
A-Z SPONGE & FOAM PRODUCTS LTD.**

APPLICANTS

**FOURTEENTH REPORT OF THE MONITOR
DATED AUGUST 26, 2016**

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EXHIBITS

- EXHIBIT A: Initial Order dated January 12, 2012
- EXHIBIT B: U.S. Recognition Order dated February 24, 2012
- EXHIBIT C: Claims Solicitation Procedure Order dated June 15, 2012
- EXHIBIT D: Distribution Order dated September 29, 2015
- EXHIBIT E: Plan of Arrangement
- EXHIBIT F: Meeting Order dated August 29, 2016
- EXHIBIT G: Statement of Receipts and Disbursements for Valle Foam for the period February 13, 2016 to August 23, 2016
- EXHIBIT H: Statement of Receipts and Disbursements for Domfoam for the period February 13, 2016 to August 23, 2016
- EXHIBIT I: Statement of Receipts and Disbursements for A-Z Foam for the period February 13, 2016 to August 23, 2016
- EXHIBIT J: Unsworn Affidavit of Paul M. Casey of Deloitte Restructuring Inc.
- EXHIBIT K: Affidavit of Grant Moffat of Thornton Grout Finnigan LLP, sworn August 25, 2016

INTRODUCTION

1. By Order of the Court dated January 12, 2012 (the “**Initial Order**”), Valle Foam Industries (1995) Inc. (“**Valle Foam**”), Domfoam International Inc. (“**Domfoam**”) and A-Z Sponge & Foam Products Ltd. (“**A-Z Foam**”) (collectively, the “**Applicants**” or the “**Companies**”), obtained protection from their creditors pursuant to the *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the “**CCAA**”). The CCAA proceeding with respect to the Applicants is referred to herein as the “**CCAA Proceeding**”.
2. Pursuant to the Initial Order, Deloitte & Touche Inc. was appointed monitor of the Applicants as part of the CCAA Proceeding (the “**Monitor**”). Pursuant to the Initial Order, all proceedings against the Applicants were stayed until February 10, 2012, or until such later date as this Court would order (the “**Stay Period**”). A copy of the Initial Order is attached hereto as Exhibit “A”.
3. On July 1, 2013, Deloitte & Touche Inc. changed its name to Deloitte Restructuring Inc. (hereafter, “**Deloitte**”).
4. As noted in the Monitor’s Fourth Report to the Court dated June 12, 2012, Valle Foam changed its name to 3113736 Canada Ltd. and Domfoam changed its name to 4362063 Canada Ltd. Throughout this Report, references to Valle Foam mean 3113736 Canada Ltd. and references to Domfoam mean 4362063 Canada Ltd.
5. By Order of the United States Bankruptcy Court, Northern District of Ohio (Western Division) (the “**U.S. Bankruptcy Court**”) dated February 24, 2012 (the “**U.S. Recognition Order**”), the CCAA Proceeding was recognized as a foreign main proceeding. A copy of the U.S. Recognition Order is attached hereto as Exhibit “B”.
6. By Orders of the Court dated February 8, 2012, March 16, 2012, June 15, 2012, October 25, 2012, February 28, 2013, July 17, 2013, December 17, 2013, April 29, 2014, October 28, 2014, April 22, 2015, September 29, 2015 and February 25, 2016 (collectively, the

“**Extension Orders**”), the Court has periodically extended the Stay Period, with the most recent extension expiring on August 30, 2016.

7. All of the assets of the Companies have been sold and the proceeds of sale, as well as certain accounts receivable collected by the Companies (net of disbursements and distributions to creditors as described below), are held by the Monitor (collectively, the “**Proceeds**”). Pursuant to the Order of the Court dated June 15, 2012 (the “**Claims Solicitation Procedure Order**”), the Monitor has conducted and completed a claims process with respect to the Companies (the “**Claims Solicitation Procedure**”). The claims bar date under the Claims Solicitation Procedure was August 31, 2012 (the “**Claims Bar Date**”). A copy of the Claims Solicitation Procedure Order is attached as Exhibit “C”.
8. By Order of the Court dated September 29, 2015 (the “**Distribution Order**”), the Monitor was authorized and directed to make an interim distribution of the Valle Foam and A-Z Foam Proceeds on a *pro rata, pari passu* basis to the Valle Foam Creditors and A-Z Foam Creditors holding Proven Claims, subject to the holdbacks described in the Distribution Order in respect of amounts secured by the Administration Charge and Directors’ Charge. A copy of the Distribution Order is attached as Exhibit “D”.
9. The Initial Order together with related Court documents, the Notice to Creditors dated January 17, 2012 and the Monitor’s First through Thirteenth Reports to the Court (collectively, the “**Prior Reports**”) have been posted on the Monitor’s website at www.deloitte.com/ca/vallefoam (the “**Monitor’s Website**”). The Monitor has also established a toll free number at 1-855-601-6415 and a dedicated e-mail address at vallefoam@deloitte.ca for creditors and other interested parties to contact the Monitor with questions or concerns regarding the CCAA Proceeding.

PURPOSE OF REPORT

10. The purpose of this report (the “**Fourteenth Report**”) is to provide the Court with information on the following:

- (a) the Monitor's activities since the filing of the Thirteenth Report;
- (b) the proposed plan of compromise and arrangement filed by Domfoam (the "**Plan**");
- (c) the proposed meeting of Domfoam's unsecured Creditors pursuant to the requested Meeting Order (the "**Meeting Order**");
- (d) the steps remaining to complete the administration of the Companies' estates; and
- (e) the Companies' request for an extension of the Stay Period from August 30, 2016 to January 30, 2017.

TERMS OF REFERENCE

- 11. In preparing the Fourteenth Report, the Monitor has relied upon unaudited financial information, the Companies' books and records, the financial information prepared by the Companies, and discussions with management ("**Management**") and legal counsel for the Companies.
- 12. Unless otherwise stated, all dollar amounts contained in this Fourteenth Report are expressed in Canadian dollars.
- 13. Capitalized terms not otherwise defined in this Fourteenth Report are as defined in the Initial Order or the Claims Solicitation Procedure Order.

BACKGROUND

- 14. The Companies operated together as one of Canada's leading and largest manufacturers and distributors of flexible polyurethane foam products from facilities located in Ontario, Quebec and British Columbia. The operations of Valle Foam and Domfoam historically comprised substantially all of the Companies' operations. A-Z Foam and Valle Foam are wholly owned subsidiaries of Domfoam.

15. Mr. Anthony Vallecoccia is the President and Chief Executive Officer of Domfoam, President of Valle Foam, and the sole officer and director of A-Z Foam.
16. Other than security interests which may have been claimed by certain equipment lessors, the Monitor is not aware of any secured creditors of the Companies.

CLAIMS SOLICITATION PROCEDURE

17. The Monitor, with the assistance of the Companies, reviewed all Proofs of Claim delivered to the Monitor by the Claims Bar Date.
18. Listed below is a summary of the Prefiling and Postfiling Proofs of Claim which were admitted by the Monitor in accordance with the Claims Solicitation Procedure Order, as well as the Distribution Order, which authorized the Monitor to admit certain late filed Proofs of Claim. The only Proof of Claim pending resolution is the claim by Revenu Quebec against Domfoam, discussed later in this report.

Company	Prefiling	Postfiling	Pending Resolution	Total
Valle Foam	\$ 27,822,834.03	\$168,255.98	\$ nil	\$27,991,090.01
Domfoam	\$ 26,588,931.85 ⁽¹⁾	\$ nil	\$709,310.94	\$27,298,242.79
A-Z Foam	\$ 4,084,071.70	\$135,372.59	\$ nil	\$ 4,219,444.29

(1) Includes one claim in the amount of \$6,740.08 filed in March 2012 prior to Claims Solicitation Procedure.

LATE FILED CLAIMS

19. As noted in the Twelfth Report, the Claims Bar Date was 5:00 pm EDT on August 31, 2012. Paragraph 4 of the Claims Solicitation Procedure Order states that, "...nothing in this Order shall confer upon the Monitor or the Applicants the discretion or authority to amend or to extend the Claims Bar Date without further order of this Court." Paragraph 2 of that Order provides that no creditor may participate in any distribution of the Companies' assets within this proceeding (the "Distribution") unless its Claim has been

reviewed, accepted and valued in accordance with the Claims Solicitation Procedure Order, subject to further Order of the Court. Paragraph 12 of the Claims Solicitation Procedure Order states that any Creditor who does not deliver a completed Proof of Claim to the Monitor by the Claims Bar Date, or such later date as this Court may otherwise order, shall be forever barred from asserting or enforcing any Claim against any of the Companies and shall not be entitled to receive any funds pursuant to the Distribution.

20. Excluding the Prefiling Claims that have been admitted and paid, the following additional late claims (collectively, the “**Late Claims**”) have been received:

Company	Prefiling	Postfiling	Total
Valle Foam	\$ 117,738.58	\$ 270,958.16	\$388,696.74
Domfoam	\$ 74,382.38	\$ nil	\$ 74,382.38
A-Z Foam	\$ 6,504.21	\$ 9,973.11	\$ 16,477.32

21. The Valle Foam and A-Z Foam Late Claims were described in the Twelfth Report and, pursuant to the Distribution Order, the Valle Foam and A-Z Foam Late Claims were admitted as Proven Claims.
22. With respect to Domfoam, eight Late Claims were filed as follows: by Ormuco (\$31,504.76), Hewitt Equipment (\$28,214.48), Canadian Pacific Railway (\$11,279.54), C. H. Robinson Worldwide Inc. (\$1,565.00), Matador Convertisseurs Cie Ltee (\$1,023.25), General Bearing (\$472.25), Multhi-Bio Inc. (\$164.74) and Lalema Inc. (\$158.36).
23. Of the eight Domfoam Late Claims filed, C.H Robinson Worldwide Inc. and Hewitt Equipment Ltd. filed D&O Claims for transportation services and leased equipment respectively. The Monitor, in consultation with its independent counsel, has concluded that the C. H. Robinson Worldwide Inc. Claim and the Hewitt Equipment Ltd. Claim should properly be characterized as an unsecured Prefiling Claims.

24. Multhi-Bio Inc. filed as a secured creditor for the supply of disinfectant. The Monitor, in consultation with its independent counsel, has concluded that the Multhi-Bio Inc. Claim should properly be characterized as a Prefiling Claim.
25. The Ormuco claim was originally filed as a D&O Claim for a phone system that was installed in October 2011. The D&O Claim was revoked on February 6, 2013 and a Prefiling Claim was filed in its place. The Monitor, in consultation with its independent counsel, has concluded that the Ormuco claim is properly characterized as a Prefiling Claim.
26. The four remaining Domfoam Late Claims by Canadian Pacific Railway, Matador Convertisseurs Cie Ltee, General Bearing (\$472.25), Multhi-Bio Inc. and Lalema Inc. were correctly filed as Prefiling Claims and the Monitor has verified these amounts as owing by Domfoam.
27. Admission of the Domfoam Late Claims as Proven Claims will have a minimal impact on the recovery by Domfoam's creditors under the Plan. In the circumstances, and consistent with the treatment of the Valle Foam and A-Z Foam Late Claims as Proven Claims, the Monitor recommends that the Domfoam Late Claims be recharacterized as Prefiling Claims as described above and be treated as Proven Claims for the purpose of the Plan.
28. As described in the Thirteenth Report, all admitted Postfiling Claims against Valle Foam and A-Z Foam have been paid pursuant to the Initial Order. The Directors have taken the position that certain Prefiling Claims by CRA against the Companies with respect to unremitted HST should be paid as Postfiling Claims pursuant to paragraph 7(b) of the Initial Order. Although the Monitor does not agree with this position, this issue is addressed and resolved as part of the Plan.
29. In addition to soliciting Claims against the Companies, the Claims Solicitation Procedure Order provides that any person asserting a D&O Claim against one or more of the Directors or Officers was required to file a Proof of D&O Claim by no later than the

Claims Bar Date. Pursuant to paragraph 12 of the Claims Solicitation Procedure Order, any Creditor with a D&O Claim who did not deliver a Proof of D&O Claim to the Monitor by the Claims Bar Date is forever barred from asserting or enforcing a D&O Claim (other than a Surviving D&O Claim) against any of the Directors or Officers and any such D&O Claim shall be forever barred and extinguished.

30. As described in the Fifth Report, a number of creditors with Claims against the Companies mistakenly filed a Proof of D&O Claim instead of a Proof of Claim. The Monitor, after consultation with the Applicants, disallowed the improperly filed Proofs of D&O Claim and either admitted the claimed amount as a Proof of Claim, or issued a partial disallowance. The only D&O Claim properly filed against the Directors and Officers of Domfoam was filed by Revenu Quebec in the amount of \$2,919,679. As described in the Monitor's Fifth Report, the Monitor issued a Notice of Revision or Disallowance disallowing the Claim of Revenu Quebec in full on September 21, 2012. On October 5, 2012, Revenu Quebec issued a Notice of Dispute in the full amount of its original Claim which has yet to be resolved.

INTERIM DISTRIBUTION TO CREDITORS OF VALLE FOAM AND A-Z FOAM

31. As described in the Twelfth Report, the *Income Tax Act* (Canada), the *Excise Tax Act* (Canada) and certain provincial statutes may impose personal liability upon the Monitor for amounts owing to the federal and provincial taxing authorities if it carries out a distribution of the proceeds of the Companies' property without first obtaining clearance certificates. Clearance certificates will not be issued by the relevant taxing authorities since none of the Companies have filed tax returns since the 2011 fiscal year. Although the relevant federal and provincial statutes do not impose the same personal liability upon a trustee in bankruptcy, the Monitor sought to avoid the unnecessary expense of carrying out a distribution to the Companies' Creditors by requesting from the federal and provincial taxing authorities comfort letters confirming that the Monitor would not incur any personal liability as result of carrying out a distribution of the proceeds of the Companies' property without first obtaining clearance certificates.

32. As described in the Twelfth Report, the Monitor obtained from CRA, the Ontario Ministry of Finance and the British Columbia Ministry of Finance the requested comfort letters in respect of Valle Foam and A-Z Foam.
33. As the Claim of Revenu Quebec remains outstanding, Revenu Quebec has advised that it will not provide the required comfort letter for Domfoam. Accordingly, as described in the Thirteenth Report, if Domfoam's proposed Plan of Arrangement is unsuccessful, a bankruptcy of Domfoam will be required in order to carry out a distribution of the proceeds of Domfoam's property.
34. In accordance with the Distribution Order, the Monitor carried out an interim distribution of the Valle Foam Proceeds in the amount of \$5,585,546.00 to the Valle Foam Creditors holding Proven Claims on a *pro rata, pari passu* basis (the "**Valle Foam Interim Distribution**"). Each Creditor holding a Prefiling Claim against Valle Foam received approximately \$0.20 for each dollar of its Proven Claim.
35. In accordance with the Distribution Order, the Monitor carried out an interim distribution of the of the A-Z Foam Proceeds in the amount of \$624,054.25 to the A-Z Foam Creditors holding Proven Claims on a *pro rata, pari passu* basis (the "**A-Z Foam Interim Distribution**"). Each Creditor holding a Prefiling Claim against A-Z Foam received approximately \$0.15 for each dollar of its Proven Claim.

STATUS OF CLAIM BY REVENU QUEBEC AGAINST DOMFOAM

36. Revenu Quebec filed a Proof of Claim against Domfoam pursuant to the Claims Solicitation Procedure in the amount of \$2,912,679. The Monitor, after consultation with the Applicants, disallowed the claim of Revenu Quebec in full on September 21, 2012. On October 5, 2012, Revenu Quebec issued a Notice of Dispute in the full amount of its original claim which has yet to be resolved. The Monitor has agreed to extend the time for Revenu Quebec to bring its motion before the Court to determine its claim to provide the parties an opportunity to resolve same.

37. In the meantime, discussions have continued between the parties and the amount of the claim in dispute has been substantially reduced. Revenu Quebec's claim was originally comprised of Quebec sales tax in the amount of \$795,116.64 and goods and services tax in the amount of \$2,156,013.74. Revenu Quebec has acknowledged that Domfoam is entitled to make an election pursuant to section 156 of the *Excise Tax Act* (Canada) in respect of its purchases of goods and services from Valle Foam and A-Z Foam, with the result that Revenu Quebec reduced its claim in respect of intercompany sales from \$1,664,824.52 to zero. On April 22, 2014, Revenu Quebec delivered to the Monitor its revised notice of assessment (the "**Revised Notice of Assessment**"), claiming \$844,941.87 in respect of Quebec sales tax and source deductions and \$398,904.83 in respect of GST.
38. As noted in the Monitor's Tenth Report to the Court, the Monitor has accepted Revenu Quebec's claim for taxes exigible in respect of sales of pre-filing goods, specifically input tax credits ("**CTI**") in the amount of \$185,667.56 and reimbursement of input tax credits ("**RTI**") in the amount of \$348,868.20 (together, the "**Prefiling Amounts**").
39. It appears that certain of the amounts referenced in Revenu Quebec's Revised Notice of Assessment constitute post-filing obligations of Domfoam in accordance with paragraph 7(b) of the Initial Order. Based on the Notice of Dispute filed by Revenu Quebec with the Monitor on October 5, 2012, it appears that approximately \$52,000 of the Revenu Quebec claim should be characterized as a Postfiling Claim and paid by the Monitor. Although substantial progress has been made in resolving the Revenu Quebec claim, Domfoam continues to dispute its liability in respect of approximately \$400,000 of the Revenu Quebec claim relating to certain input tax credits disallowed by Revenu Quebec. Details of that dispute are described below.
40. Domfoam has provided to Revenu Quebec invoices rendered to Domfoam in respect of goods and services supplied to Domfoam by various temporary employment agencies. Domfoam claimed input tax credits in respect of Quebec sales tax and GST exigible in

respect of all such invoices. The aggregate amount of such input credits amounts to approximately \$400,000.

41. Revenu Quebec has advised Domfoam that the temporary agencies in respect of which input tax credits were claimed have been audited by Revenu Quebec and identified as “suppliers of false invoices”. Revenu Quebec claims that these agencies do not have any activities in accordance with the rules of the industry and do not have the capacity to provide the services billed to Domfoam. Domfoam disputes Revenu Quebec’s position. Domfoam claims that it received the services identified in the subject invoices and that it properly paid all taxes exigible in respect of those invoices.
42. Domfoam has appealed that part of the Revenu Quebec assessment relating to the disallowed input tax credits to the Tax Court of Canada, without prejudice to its position that the amount of Revenu Quebec’s claim should be properly determined before the Ontario Superior Court of Justice in accordance with the Claims Solicitation Procedure. Revenu Quebec has delivered its responding material to Domfoam’s appeal. A settlement conference with respect to the GST component of Revenu Quebec’s claim was held before the Tax Court of Canada on March 3, 2016. That settlement conference was adjourned and reconvened on April 28, 2016. However, no settlement was reached between the parties. The next attendance before the Tax Court of Canada is scheduled for October 31, 2016.

COURT ORDERED CHARGES

43. As noted in the Twelfth Report, the beneficiaries of the Directors’ Charge are concerned that some amount of the Revenu Quebec claim may be properly characterized as a Postfiling Claim for which the Directors of Domfoam may be liable and to which the Directors’ Indemnity may respond. Accordingly, pursuant to the Distribution Order, the Directors’ Indemnity was amended such that Domfoam shall indemnify the Domfoam Directors only and that such indemnity shall be secured by the Directors’ Charge, but only on the Domfoam Property, to a maximum amount of \$1,000,000. As at August 23,

2016, the Directors' Charge has been reduced to \$985,649.00 for payments for D&O insurance and legal costs for the director's legal counsel in the amount of \$14,351.00.

44. Pursuant to the Initial Order, the Administration Charge shall not exceed the aggregate amount of \$500,000 on the Property of the Applicants. Pursuant to the Distribution Order, the Directors' Charge against the Valle Foam Property was reduced to \$200,000 and after payment of insurance and professional fees, the balance of the Directors' Charge is \$181,480.59. Also pursuant to the Distribution Order, the Monitor was authorized and directed to hold back Valle Foam Proceeds in the amount of \$225,000 (the "**Valle Foam Holdback**") from the Valle Foam Interim Distribution as security for the Administration Charge. The balance of the Valle Foam Holdback as at August 23, 2016 after payment of professional fees is \$178,861.91.
45. Pursuant to the Distribution Order, the Monitor was authorized and directed to hold back A-Z Foam Proceeds in the amount of \$50,000 (the "**A-Z Foam Holdback**") from the A-Z Foam Distribution as security for the Administration Charge. The balance of the A-Z Foam Holdback as at August 23, 2016 after payment of professional fees is \$20,129.95.

FUTURE RECEIPTS FROM THE US URETHANE PROCEEDINGS

46. As previously described in the Monitor's Seventh Report, the Monitor has been advised by the Companies that they are each claimants in a class action proceeding pending before the United States District Court for the District of Kansas under the caption *In Re Urethane AntiTrust Litigation* (the "**US Urethane Proceedings**"). Pursuant to a 2008 services agreement between the Companies and Refund Recovery Services, LLC (the "**Services Agreement**"), the Companies retained Refund Recovery Services LLC to assist in asserting and recovering their claims in the US Urethane Proceedings in consideration of a fee equal to 25% of all funds paid to the Companies. The rights and obligations of Refund Recovery Services, LLC under the Services Agreement were subsequently assumed by Enterprise Law Group. As described in the Monitor's Seventh Report, the foregoing collection fee has been paid to Enterprise Law Group in connection

with certain proceeds of the US Urethane Proceedings received by the Companies since the date of the Initial Order.

47. The Monitor understands that a settlement has been reached with The Dow Chemical Company in the US Urethane Proceedings (the “**Dow Settlement**”) and that further payments may be received by the Companies pursuant to this settlement, as well as in relation to any additional judgments obtained or settlements reached in the US Urethane Proceedings. As described in the Affidavit of Tony Vallecoccia sworn August 23, 2016 (the “**Vallecoccia Affidavit**”), Domfoam may be entitled to receive its share of the Dow Settlement in the amount of approximately \$4,900,000, prior to deduction of the Enterprise Law Group fee referred to above. At this point, the Monitor does not have sufficient information to determine when any payments will be received by the Companies on account of the Dow Settlement.

ACTIVITIES OF THE MONITOR

48. In addition to the activities described above, the Monitor has undertaken the following activities since the date of the Thirteenth Report:
- (a) assisted Domfoam in developing the Plan;
 - (b) assisted the Companies in attempting to resolve the outstanding claim by Revenu Quebec, which is the only unresolved claim against the Companies;
 - (c) monitored the financial position of the Applicants and prepared this Fourteenth Report.

DOMFOAM’S PLAN OF COMPROMISE AND ARRANGEMENT

49. Given that a Comfort Letter is not available from Revenu Quebec, the Monitor has consulted with Domfoam regarding the most efficient and cost effective manner to distribute the proceeds of Domfoam’s property (the “**Domfoam Proceeds**”). The Monitor currently holds Domfoam Proceeds as at August 23, 2016 in the amount of \$1,923,397.66 consisting of cash on hand of \$937,748.66 and the remaining funds for the

Directors' Charge in the amount of \$985,649.00. If a trustee in bankruptcy were to carry out a distribution of the Domfoam Proceeds, the Superintendent's levy payable with respect to such distribution would be approximately \$62,000.00. In addition, the Superintendent's levy would also be payable by a trustee in bankruptcy of Domfoam with respect to any distribution of the proceeds of the Dow Settlement. Further costs would also be incurred in connection with the administration of the bankrupt estate of Domfoam, including the holding of the first meeting of creditors as well as various statutory obligations of a trustee in bankruptcy of Domfoam.

50. In consultation with Domfoam, the Monitor determined that it would be at least as cost effective to carry out a distribution of the existing Domfoam Proceeds pursuant to the Plan as compared to a bankruptcy. However, given that the Superintendent's levy would also apply to a distribution of the proceeds of the Dow Settlement or any other future amounts, the Plan will be a more cost effective method to distribute future Domfoam Proceeds than a bankruptcy since only minimal incremental costs will be associated with such distribution.
51. Accordingly, the Monitor has worked with Domfoam to develop a simplified Plan that will resolve the remaining outstanding issues in the Domfoam estate and permit an immediate distribution of the Domfoam Proceeds to Domfoam's creditors.

MATERIAL TERMS OF THE PLAN

52. The Plan is attached hereto as Exhibit "E" and is summarized in the Vallecoccia Affidavit. The proposed terms and conditions summarized below have been prepared for convenience and the Creditors (as defined in the Plan) should refer to the full terms of the Plan for complete details.
53. The key terms of the Plan are as follows. Capitalized terms not otherwise defined are as defined in the Plan:

- (a) a single class of unsecured creditors of Domfoam will vote upon the Plan. Only Creditors holding Proven Claims will be entitled to vote upon the Plan. A Proven Claim means a Creditor Claim that was properly filed with the Monitor pursuant to the Claims Solicitation Procedure Order, to the extent that it was allowed in whole or in part by the Monitor or the Court. Creditors holding Proven Claims will not be required to file any additional material with the Monitor in order to vote upon the Plan;
- (b) if approved by the requisite majorities of Domfoam's Proven Creditors and sanctioned by the Court, the Plan provides for a *pro rata, pari passu* distribution of the Domfoam Proceeds;
- (c) the Directors and Officers of Domfoam will be released from any Claims existing up to the Plan Implementation Date, including the claims of Revenu Quebec;
- (d) any future Domfoam Proceeds, including pursuant to the Dow Settlement, will also be distributed to Domfoam's Proven Creditors on a *pro rata, pari passu* basis if and when such funds are received by the Monitor;
- (e) the Plan does not affect Unaffected Claims which are any (i) Claims secured by the Court ordered charges granted in the CCAA Proceedings; (ii) fees and expenses authorized pursuant to the Initial Order; (iii) Claims of Domfoam, the Monitor and its counsel; (iv) Claims that are not permitted to be compromised pursuant to the CCAA; (v) Claims that arise from the DIP Loan; or (vi) any intercompany Claims;
- (f) the Plan confirms that the Monitor shall not incur any liability under various taxing statutes with respect to the distribution of the Domfoam Proceeds;
- (g) the Plan shall be implemented upon satisfaction of certain conditions including the following:
 - (i) approval of the Plan by the requisite majorities of Proven Creditors;
 - (ii) granting of the Sanction Order on terms acceptable to Domfoam and the Monitor;

- (iii) expiry of all relevant appeal periods without an appeal having been taken of the Sanction Order;
- (iv) the discontinuance of the Revenu Quebec action;
- (v) the withdrawal of the claim by the Directors and Officers that any amount of HST payable by Domfoam is properly payable as a Postfiling Claim; and
- (vi) the execution and delivery of all definitive agreements in respect of the Plan.

MEETING ORDER

54. Domfoam is seeking the Meeting Order attached hereto as Exhibit “F”, which will govern, among other things, the convening of the meeting of Proven Creditors to vote on the Plan (the “**Meeting**”), the notice requirements of same, the protocols to be observed at the Meeting and certain voting mechanisms. The Meeting is currently scheduled to be held on September 19, 2016 in Toronto, Ontario.

MONITOR’S REVIEW OF THE REASONABLENESS AND FAIRNESS OF THE PLAN

55. In accordance with section 23(1)(i) of the CCAA, the Monitor has considered the reasonableness and fairness of the Plan. In the Monitor’s view, the Plan is fair and reasonable and, if approved by the requisite majorities of the Proven Creditors and by the Court, will provide for the most efficient and cost effective method of distributing the existing and future Domfoam Proceeds. In particular, the Plan is, in the Monitor’s view, reasonable and fair for the following reasons:

- (a) Superior to Bankruptcy: Given that the Plan is a liquidating Plan, it is similar in function to a bankruptcy of Domfoam in that it provides for a *pro rata, pari passu* distribution of the Domfoam Proceeds to unsecured creditors. As noted above, the proposed distribution to Proven Creditors pursuant to the Plan will result in a

greater recovery for Proven Creditors than in a bankruptcy, assuming that funds are received by Domfoam from the Dow Settlement or other sources;

- (b) Equality of Claims: The Plan utilizes the previously conducted Claims Solicitation Procedure to determine the validity and amount of Creditor Claims. All Proven Creditors are treated equally and entitled to vote on the Plan to the extent of their Proven Claim;
- (c) Statutory Compliance: The Plan is compliant with the CCAA. In accordance with subsection 6(3) of the CCAA, the Plan provides for payment within 6 months after Court sanction of all amounts that could be subject to a demand by Her Majesty in Right of Canada or a province under the provisions set out in subsection 6(3) of the CCAA. Revenu Quebec has included in its amended Proof of Claim a claim of approximately \$79,000 with respect to unpaid employee source deductions. Although the Monitor is not aware of any amounts owing to employees which would be captured by subsection 6(5) of the CCAA, in the event that any such claims exist, the Plan provides for payment immediately after the rendering of the Sanction Order and the expiry of all relevant appeal periods of the following amounts:
 - (i) amounts at least equal to the amounts Domfoam's former employees would have been qualified to receive under paragraph 136(1)(d) of the *Bankruptcy and Insolvency Act* if Domfoam had become bankrupt on the day on which proceedings commenced under the CCAA; and
 - (ii) wages, salaries, commissions or compensation for services rendered after the Initial Order and before the Sanction Order, together with, in the case of travelling salespersons, disbursements properly incurred by them in and about Domfoam's business during the same period.
- (d) Equity Claims: Subsection 6(8) of the CCAA prohibits payment of equity claims unless all non-equity claims are paid in full. The Plan does not provide for any distributions to be made to equity holders of Domfoam;

- (e) Reviewable Transactions: Subsection 23(1)(d.1) of the CCAA requires that the Monitor file a report containing its opinion as to the reasonableness of a decision, if any, to include in a compromise or arrangement a provision that sections 38 and 95 to 101 of the *Bankruptcy and Insolvency Act* do not apply. The Monitor notes that the Plan does not contain any such exclusion.

56. The Monitor considers the release of the directors and officers included in the Plan to be fair and reasonable for the following reasons:

- (a) the release allows for the resolution of the outstanding Revenu Quebec claim and eliminates any further costs being incurred in connection with same;
- (b) the release allows for the resolution of the Claim by the Directors and Officers of Domfoam that any amount of HST payable by Domfoam is a Postfiling Claim;
- (c) Claims against the Directors and Officers of Domfoam have previously been solicited pursuant to the Claims Solicitation Procedure and, as noted above, other than the Claim by Revenu Quebec, no other D&O Claims were properly filed; and
- (d) the release will allow the discharge of the Director's Charge as it relates to the Domfoam Proceeds.

REASONABLENESS OF THE MEETING ORDER

57. In the Monitor's view, the provisions of the Meeting Order are reasonable and appropriate for the following reasons. Capitalized terms not otherwise defined in this section are as defined in the Meeting Order:

- (a) notice will be given to all Creditors, which shall include the particulars of the Meeting, and information statements summarizing and attaching the Plan and a form of proxy for voting;
- (b) a representative of the Monitor will preside as the chair of the Meeting and be responsible for appointing scrutineers to supervise and tabulate votes;

- (c) the proposed return date of the Meeting will provide Creditors sufficient time to consider the terms of the Plan prior to voting upon the Plan; and
- (d) the procedures and protocols contained in the Meeting Order are consistent with procedures and protocols in other CCAA Meeting Orders reviewed and considered by the Monitor.

STATEMENTS OF CASH RECEIPTS AND DISBURSEMENTS

- 58. Attached as Exhibit "G" is the Statement of Receipts and Disbursements for Valle Foam for the period March 29, 2012 to August 23, 2016. Total cash receipts from the sale of assets, the collection of accounts receivable, settlement funds, reimbursement of legal fees and other receipts are \$7,525,460.11. Total disbursements are \$7,503,960.21 which includes the first dividend payment of \$5,585,546.00 and the accruals for the Administration and Directors' Charges. Net cash on hand as of August 23, 2016 is \$21,499.90. This amount excludes any possible recovery of funds that may not be required to pay amounts secured by the Administration Charge or the Directors' Charge.
- 59. Attached as Exhibit "H" is the Statement of Receipts and Disbursements for Domfoam for the period March 29, 2012 to August 23, 2016. Total cash receipts from the sale of assets, the collection of accounts receivable, settlement funds and other receipts are \$4,699,249.68. Total disbursements are \$3,761,501.02 which includes the accrual for the Directors' Charge. Net cash on hand as at August 23, 2016 is \$937,748.66. This amount excludes any possible recovery of funds that may not be required to pay amounts secured by the Administration Charge or the Directors' Charge.
- 60. Attached as Exhibit "I" is the Statement of Receipts and Disbursements for A-Z Foam for the period March 29, 2012 to August 23, 2016. Total cash receipts from the sale of assets, the collection of accounts receivable, settlement funds and other receipts are \$1,215,239.51. Total disbursements are \$1,215,239.51 which includes the dividend payment of \$624,054.24 and the accrual for the Administration Charge. Net cash on

hand as at February 12, 2016 is \$Nil, which excludes any possible recovery for funds that may not be required for the Administration Charge.

61. As noted above in paragraphs 34 and 35, in accordance with the Distribution Order, the Monitor carried out the Valle Foam Interim Distribution and A-Z Foam Interim Distribution in the amounts of \$5,585,546.00 and \$624,054.25 respectively. In addition to the cash on hand of \$21,499.90 as at August 23, 2016, Valle Foam as noted in paragraph 44 has balances on hand for its Directors' Charge and the Valle Foam Holdback in the amount of \$181,480.59 and \$178,861.91 respectively. As at August 23, 2016, A-Z Foam has nil cash on hand and a balance of \$20,129.95 for the A-Z Foam Holdback. For both Valle Foam and A-Z Foam, respectively, there will be very little in the way of disbursements during the proposed extension period to January 30, 2017.
62. As described in the Vallecoccia Affidavit noted above, Domfoam may be entitled to receive its share of the Dow Settlement in the amount of approximately \$4,900,000, prior to deduction of the Enterprise Law Group fee. In addition as noted in the Vallecoccia Affidavit, A-Z Foam and Valle Foam may be entitled to receive their respective shares of the Dow Settlement in the amount of approximately \$690,000 and \$6,000,000, prior to deduction of the Enterprise Law Group fee. The administration for both A-Z Foam and Valle Foam respectively remain open for the potential distributions under the Dow Settlement and have sufficient funds on hand to pay for ongoing disbursements.
63. As the amount and the timing of the distribution of the Dow Settlement are unknown, listed in the following chart is the projected funds on hand to the proposed stay extension of January 30, 2017, including an interim distribution for Domfoam:

For the period August 23, 2016 to January 30, 2017

	Valle Foam	Domfoam	A-Z Foam
Opening cash on hand as at August 23, 2016	\$ 21,499.90	\$ 937,748.66	
Directors Charge Holdback	181,480.59	985,649.00	
Administration Charge Holdback	178,861.91		20,129.95
Total cash available as at August 23, 2016	381,842.40	1,923,397.66	20,129.95
Projected Receipts	-	-	-
Projected Disbursements			
Interim Distribution including deemed trusts and post-filing claims	-	1,824,000.00	-
D&O Insurance	12,000.00		
Professional fees	25,000.00	25,000.00	5,500.00
Net change in cash	(37,000.00)	(1,849,000.00)	(5,500.00)
Closing cash balance	\$ 418,842.40	\$ 74,397.66	\$ 14,629.95

64. The Monitor estimates that the potential dividend to the Domfoam creditors is approximately \$.06 as noted in the table below:

ProForma Distribution

Total cash on hand as at August 23, 2016	\$ 937,748.66
Release of Directors' Charge Holdback	985,649.00
Less:	
Holdback for professional fees	(75,000.00)
Estimated deemed trust claim	(79,000.00)
Estimated post-filing claim from Revenu Quebec	(52,000.00)
Estimated funds available for distribution to creditors	1,717,397.66
Total creditors as per paragraph 18	27,298,242.79
Add Late filed claims	74,382.38
Less deemed trust included above	(79,000.00)
Less post-filing claim included above	(52,000.00)
Total estimated claims	27,241,625.17
Estimated dividend	\$ 0.06

PROFESSIONAL FEES

65. The Monitor and its independent legal counsel, Thornton Grout Finnigan LLP ("TGF") have maintained detailed records of their professional time and costs since the issuance of the Initial Order. Pursuant to paragraph 29 of the Initial Order, the Monitor and TGF were directed to pass their accounts from time to time before this Court.

66. The total fees of the Monitor during the period from February 13, 2016 to August 19, 2016 amount to \$27,524.50, and harmonized sales tax (“HST”) in the amount of \$3,578.19, totalling \$31,102.69 (the “**Monitor Fees**”). The time spent by the Monitor is more particularly described in the in the unsworn version of the Affidavit of Paul M. Casey of Deloitte Restructuring Inc., a sworn version to be done August 29, 2016 in support hereof and attached hereto as Exhibit “J”.
67. The total legal fees incurred by the Monitor during the period February 1, 2016 to July 31, 2016 for services provided by TGF as the Monitor’s independent legal counsel amount to \$32,890, together with disbursements in the amount of \$1,029.17 and HST in the amount of \$4,409.51, totalling \$38,328.68. The time spent by TGF personnel is more particularly described in the Affidavit of Grant Moffat, a partner of TGF, sworn August 25, 2016 in support hereof and attached hereto as Exhibit “K”.

ALLOCATION OF PROFESSIONAL FEES

68. As noted in the Monitor’s Eleventh Report to the Court, the Applicants, with the concurrence of the Monitor, have that the appropriate *pro rata* allocation of professional fees to Valle Foam, Domfoam and A-Z Foam should be 45%, 45% and 10%, respectively. Ongoing payment of the Monitor’s fees, and legal fees incurred by the Monitor and the Applicants are paid on the above-noted prorated basis with the exception of the collection of the accounts receivable for Valle Foam.
69. Valle Foam also provided retainers to a number of law firms prior to the date of the Initial Order. As those law firms draw down on their retainers, Domfoam and A-Z Foam repay Valle Foam their respective proportionate share.

EXTENSION OF THE STAY PERIOD

70. The Companies have asked the Court to approve an extension of the Stay Period from August 30, 2016 to January 31, 2017. The basis for this request is to allow Domfoam to hold the Meeting and, if approved by the Proven Creditors and the Court, to carry out the

Plan, to collect any remaining amounts receivable, to determine if further funds will be distributed to the Companies from the US Urethane Proceedings and to carry out further distributions to the Companies' Proven Creditors.

71. The Monitor believes that the Companies are acting in good faith and with due diligence and the Monitor therefore supports the extension of the Stay Period to January 30, 2017.

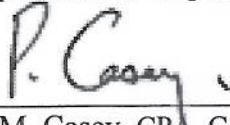
MONITOR'S RECOMMENDATIONS

72. For the reasons set out above, the Monitor recommends that:
- (a) the Stay Period be extended until January 30, 2017;
 - (b) the Fourteenth Report and the activities of the Monitor as described in the Fourteenth Report be approved;
 - (c) the professional fees and disbursements of the Monitor and TGF be approved and the Companies be authorized to pay all such fees and disbursements;
 - (d) the Domfoam Late Claims be admitted as Proven Claims;
 - (e) the Court issue an order accepting the filing of the Plan;
 - (f) the Court issue an order authorizing Domfoam to call, hold and conduct the Meeting for the purpose of considering and voting on a resolution to approve the Plan; and
 - (g) the Court issue an order approving the procedures to be followed with respect to the Meeting as set out in the Meeting Order.

All of which is respectfully submitted at Toronto, Ontario this 26 day of August, 2016.

DELOITTE RESTRUCTURING INC.
solely in its capacity as the Monitor
of the Companies (as defined herein),
and without personal or corporate liability

Per:



Paul M. Casey, CPA, CA, CIRP
Senior Vice-President

1933447_1

EXHIBIT A



Court File No. CV-12-9545-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE MR.

)

THURSDAY, THE 12th

JUSTICE NEWBOULD

)

DAY OF JANUARY, 2012

)

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")

INITIAL ORDER

THIS APPLICATION, made by Valle Foam Industries (1995) Inc., Domfoam International Inc., and A-Z Sponge & Foam Products Ltd. (hereinafter, collectively referred to as the "Applicants"), pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "CCAA") was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the affidavit of Tony Vallecoccia sworn January 11, 2012 and the exhibits thereto (the "Vallecoccia Affidavit"), and on hearing the submissions of counsel for the Applicants, no one else appearing although duly served as appears from the affidavit of service of Victoria Stewart sworn January

11, 2012, and on reading the consent of Deloitte & Touche Inc. to act as the Monitor,

SERVICE

1. **THIS COURT ORDERS** that the time for service of the Notice of Application and the Application Record is hereby abridged and validated so that this Application is properly returnable today and hereby dispenses with further service thereof.

APPLICATION

2. **THIS COURT ORDERS AND DECLARES** that the Applicants are companies to which the CCAA applies.

PLAN OF ARRANGEMENT

3. **THIS COURT ORDERS** that one or more of the Applicants, individually or collectively, shall have the sole authority to file and may, subject to further order of this Court, file with this Court a plan of compromise or arrangement (hereinafter referred to as the "Plan").

POSSESSION OF PROPERTY AND OPERATIONS

4. **THIS COURT ORDERS** that the Applicants shall remain in possession and control of their current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate including all proceeds thereof (collectively, the "Property"). Subject to further Order of this Court, the Applicants shall continue to carry on business in a manner consistent with the preservation of their respective businesses (collectively, the "Business") and

Property. The Applicants shall each be authorized and empowered to continue to retain and employ the employees, consultants, agents, experts, appraisers, accountants, counsel and such other persons (collectively, "Assistants") currently retained or employed by them, with liberty to retain such further Assistants as they deem reasonably necessary or desirable in the ordinary course of business or for the carrying out of the terms of this Order.

5. **THIS COURT ORDERS** that, the Applicants shall be entitled but not required to pay the following expenses whether incurred prior to, on or after the date of this Order:

- (a) all outstanding and future wages, compensation, salaries, employee and pension benefits, vacation pay and expenses (including, but not limited to, employee medical, dental, disability, life insurance and similar benefit plans or arrangements, incentive plans, share compensation plans, and employee assistance programs and employee or employer contributions in respect of pension and other benefits), and similar pension and/or retirement benefit payments, commissions, bonuses and other incentive payments, payments under collective bargaining agreements, and employee and director expenses and reimbursements, payable on or after the date of this Order, in each case incurred in the ordinary course of business and consistent with existing compensation policies and arrangements;
- (b) compensation to employees in respect of any payments made to employees prior to the date of this Order by way of the issuance of cheques or electronic transfers are subsequently dishonoured due to the commencement of these proceedings; and

- (c) the reasonable fees and disbursements of any Assistants retained or employed by the Applicants in respect of these proceedings, at their standard rates and charges, including any payments made to Assistants prior to the date of this Order by way of the issuance of cheques or electronic transfers that are subsequently dishonoured due to the commencement of these proceedings; and
- (d) amounts owing for goods and services actually supplied to the Applicants, or to obtain the release of goods contracted for prior to the date of this Order by other suppliers, solely where such goods were ordered by the Applicants or any of them after November 30, 2011 on the express understanding that such goods or services were to be paid for on a cash on delivery basis and in respect of which such payment has not been made by the Applicants or any of them.

6. **THIS COURT ORDERS** that, except as otherwise provided to the contrary herein, the Applicants shall be entitled but not required to pay all reasonable expenses incurred by the Applicants in carrying on the Business in the ordinary course after the date of this Order, and in carrying out the provisions of this Order, which expenses shall include, without limitation:

- (a) all expenses and capital expenditures reasonably necessary for the preservation of the Property or the Business including, without limitation, payments on account of insurance (including directors and officers insurance), maintenance and security services; and

- (b) payment, including the posting of letters of credit, for goods or services actually supplied or to be supplied to the Applicants following the date of this Order;

7. **THIS COURT ORDERS** that the Applicants shall remit, in accordance with legal requirements, or pay:

- (a) any statutory deemed trust amounts in favour of the Crown in right of Canada or of any Province thereof or any other taxation authority which are required to be deducted from employees' wages, including, without limitation, amounts in respect of (i) employment insurance, (ii) Canada Pension Plan, (iii) Quebec Pension Plan, and (iv) income taxes;
- (b) all goods and services or other applicable sales taxes (collectively, "Sales Taxes") required to be remitted by the Applicants in connection with the sale of goods and services by the Applicants, but only where such Sales Taxes are accrued or collected after the date of this Order, or where such Sales Taxes were accrued or collected prior to the date of this Order but not required to be remitted until on or after the date of this Order, and
- (c) any amount payable to the Crown in right of Canada or of any Province thereof or any political subdivision thereof or any other taxation authority in respect of municipal realty, municipal business or other taxes, assessments or levies of any nature or kind which are entitled at law to be paid in priority to claims of secured creditors and which are attributable to or in respect of the carrying on of the Business by the Applicants.

8. **THIS COURT ORDERS** that until a real property lease is disclaimed, terminated, repudiated or resiliated in accordance with the CCAA, the Applicants

shall pay all amounts constituting rent or payable as rent under their respective real property leases (including, for greater certainty, common area maintenance charges, utilities and realty taxes and any other amounts payable to the landlord under the lease) or as otherwise may be negotiated between the Applicants and the landlord from time to time ("Rent"), for the period commencing from and including the date of this Order, twice-monthly in equal payments on the first and fifteenth day of each month, in advance (but not in arrears). On the date of the first of such payments, any Rent relating to the period commencing from and including the date of this Order shall also be paid.

9. **THIS COURT ORDERS** that, except as specifically permitted herein, the Applicants are hereby directed, until further Order of this Court: (a) to make no payments of principal, interest thereon or otherwise on account of amounts owing by the Applicants to any of their creditors as of this date; (b) to grant no security interests, trust, liens, charges or encumbrances upon or in respect of any of its Property; and (c) to not grant credit or incur liabilities except in the ordinary course of the Business.

RESTRUCTURING

10. **THIS COURT ORDERS** that the Applicants shall, subject to such requirements as are imposed by the CCAA have the right to:

- (a) permanently or temporarily cease, downsize or shut down any of their respective businesses or operations, and to dispose of non-profitable, redundant or non-material assets and operations, and to dispose and sell such assets or operations not exceeding \$100,000.00 in any one transaction or \$1 million in the aggregate;

- (b) terminate the employment of such of their employees or lay off or temporarily or indefinitely lay off such of their employees as the relevant Applicant deems appropriate on such terms as may be agreed upon between the relevant Applicant and such employee, or failing such agreement, to deal with the consequences thereof in the Plan
- (c) in accordance with paragraphs 10 (a) and (d), vacate, abandon, resiliate, or quit any leased premises and/or disclaim, cancel, terminate or repudiate any real property lease and any ancillary agreements relating to any leased premises, on not less than seven (7) days notice in writing to the relevant landlord on such terms as may be agreed upon between the Applicants and such landlord, or failing such agreement, to deal with the consequences thereof in the Plan;
- (d) disclaim, terminate, repudiate or resiliate, in whole or in part, with the prior consent of the Monitor or further Order of the Court, such of their arrangements, agreements or contracts of any nature whatsoever with whomsoever, whether oral or written, as the Applicants deem appropriate, in accordance with Section 32 of the CCAA, with such disclaimers, repudiation, termination, or resiliations to be on such terms as may be agreed upon between the relevant Applicants and such counter-parties, or failing such agreements, to deal with the consequences thereof in the Plan; and
- (e) pursue all avenues of refinancing of the Business or Property, in whole or part, subject to prior approval of this Court being obtained before any material refinancing;

all of the foregoing to permit the Applicants to proceed with an orderly restructuring or winding down of some or all of the respective Business (the "Restructuring").

11. **THIS COURT ORDERS** that the Applicants shall each provide each of the relevant landlords with notice of the relevant Applicant's intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal and, if the landlord disputes the Applicant's entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the relevant Applicant, or by further Order of this Court upon application by the relevant Applicant on at least two (2) days notice to such landlord and any such secured creditors. If an Applicant disclaims, resiliates, repudiates or terminates the lease governing such leased premises in accordance with Section 32 of the CCAA, it shall not be required to pay Rent under such lease pending resolution of any such dispute (other than Rent payable for the notice period provided for in Section 32(5) of the CCAA), and the disclaimer, termination or resiliation of the lease shall be without prejudice to the Applicant's claim to the fixtures in dispute.

12. **THIS COURT ORDERS** that if a lease is repudiated or if a notice of disclaimer or termination or resiliation is delivered pursuant to Section 32 of the CCAA, then (a) during the notice period prior to the effective time of the disclaimer, termination, repudiation or resiliation, the landlord may show the affected leased premises to prospective tenants during normal business hours, on giving the relevant Applicant's and the Monitor 24 hours' prior written notice, and

(b) at the effective time of the disclaimer or termination or resiliation, the relevant landlord shall be entitled to take possession of any such leased premises without waiver of or prejudice to any claims or rights such landlord may have against the Applicants in respect of such lease or leased premises and such landlord shall be entitled to notify the Applicants of the basis on which it is taking possession and to gain possession of and re-lease such leased premises to any third party or parties on such terms as such landlord considers advisable, provided that nothing herein shall relieve such landlord of its obligation to mitigate any damages claimed in connection therewith.

NO PROCEEDINGS AGAINST THE APPLICANTS OR THE PROPERTY

13. **THIS COURT ORDERS** that until and including February 10, 2012, or such later date as this Court may order (the "Stay Period"), no proceeding or enforcement process in any court or tribunal (each, a "Proceeding") shall be commenced or continued against or in respect of the Applicants or the Monitor, or affecting the Business or the Property, except with the written consent of the Applicants and the Monitor, or with leave of this Court, and any and all Proceedings currently under way against or in respect of the Applicants or affecting the Business or the Property are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

14. **THIS COURT ORDERS** that during the Stay Period, all rights and remedies of any individual, firm, corporation, governmental body or agency, or any other entities (all of the foregoing, collectively being "Persons" and each being a "Person") against or in respect of the Applicants or the Monitor, or affecting the

Business or the Property, are hereby stayed and suspended except with the written consent of the Applicants and the Monitor, or leave of this Court, provided that nothing in this Order shall (i) empower the Applicants to carry on any business which the Applicants are not lawfully entitled to carry on, (ii) affect such investigations, actions, suits or proceedings by a regulatory body as are permitted by Section 11.1 of the CCAA, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH RIGHTS

15. **THIS COURT ORDERS** that during the Stay Period, no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, authorization, licence or permit in favour of or held by the Applicants, except with the written consent of the Applicants and the Monitor, or leave of this Court.

CONTINUATION OF SERVICES

16. **THIS COURT ORDERS** that during the Stay Period, all Persons having oral or written agreements with the Applicants or statutory or regulatory mandates for the supply of goods and/or services, including without limitation all waste disposal service providers, all computer software, information technology services, communication and other data services, programming supply, computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Business or the Applicants, are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Applicants, and that the Applicants shall be

entitled to the continued use of their current premises, telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Applicants in accordance with normal payment practices of the Applicants or such other practices as may be agreed upon by the supplier or service provider and each of the Applicants and the Monitor, or as may be ordered by this Court.

NON-DEROGATION OF RIGHTS

17. **THIS COURT ORDERS** that, notwithstanding anything else in this Order, no Person shall be prohibited from requiring payment for goods, services, use of lease or licensed property or other valuable consideration provided on or after the date of this Order, nor shall any Person be under any obligation on or after the date of this Order to advance or re-advance any monies or otherwise extend any credit to the Applicant. Nothing in this Order shall derogate from the rights conferred and obligations imposed by the CCAA.

PROCEEDINGS AGAINST DIRECTORS AND OFFICERS

18. **THIS COURT ORDERS** that during the Stay Period, and except as permitted by subsection 11.03(2) of the CCAA, no Proceeding may be commenced or continued against any of the former, current or future directors or officers (or their estates) of the Applicants with respect to any claim against such directors or officers that arose before the date hereof and that relates to any obligations of the Applicants whereby the directors or officers are alleged under any law to be liable in their capacity as directors or officers for the payment, performance or breach of such obligations, acts, or actions until a compromise or arrangement in respect of

the Applicants, if one is filed, is sanctioned by this Court or is refused by the creditors of the Applicants or this Court.

DIRECTORS' AND OFFICERS' INDEMNIFICATION AND CHARGE

19. **THIS COURT ORDERS** that the Applicants shall jointly indemnify their directors and officers from and against all claims, costs, charges, expenses, obligations and liabilities that they may incur as directors or officers of the Applicants, after the date hereof except to the extent that, with respect to any officer or director, such claim, cost, charge, expense, obligation or liability was incurred as a result of the director's or officer's gross negligence or wilful misconduct.

20. **THIS COURT ORDERS** that the directors and officers of the Applicants shall be entitled to the benefit of and are hereby granted a charge (the "Directors' Charge") on the Property, which charge shall not exceed an aggregate amount of \$1 million as security for the indemnity provided in paragraph 19 of this Order. The Directors' Charge shall have the priority set out in paragraph 32 herein.

21. **THIS COURT ORDERS** that, notwithstanding any language in any applicable insurance policy to the contrary, (a) no insurer shall be entitled to be subrogated to or claim the benefit of the Directors' Charge, and (b) the Applicants' directors and officers shall only be entitled to the benefit of the Directors' Charge to the extent that they do not have coverage under any directors' and officers' insurance policy, or to the extent that such coverage is insufficient to pay amounts indemnified in accordance with paragraph 19 of this Order.

APPOINTMENT OF MONITOR

22. **THIS COURT ORDERS** that Deloitte & Touche Inc. is hereby appointed pursuant to the CCAA as the Monitor, an officer of this Court, to monitor the business and financial affairs of the Applicants with the powers and obligations set out in the CCAA or set forth herein and that the Applicants and their shareholders, officers, directors, and Assistants shall advise the Monitor of all material steps taken by the Applicants pursuant to this Order, and shall co-operate fully with the Monitor in the exercise of its powers and discharge of its obligations and provide the Monitor with the assistance that is necessary to enable the Monitor to adequately carry out the Monitor's functions.

23. **THIS COURT ORDERS** that the Monitor, in addition to its prescribed rights and obligations under the CCAA, is hereby directed and empowered to:

- (a) monitor the Applicants' receipts and disbursements;
- (b) report to this Court at such times and intervals as the Monitor may deem appropriate with respect to matters relating to the Property, the Business, and such other matters as may be relevant to the proceedings herein;
- (c) assist and advise the Applicants in their development of the Plan or winding down, downsizing and any amendments to the Plan, any restructuring steps taken pursuant to paragraphs 5 and 10 hereof, and the implementation of the Plan;
- (d) advise the Applicants in the preparation of their cash flow statements;

- (e) assist and advise the Applicants, to the extent required by the Applicants, with the negotiations with creditors and the holding and administering of creditors' (or shareholders' meetings) for voting on the Plan;
- (f) have full and complete access to the Property, including the premises, books, records, data, including data in electronic form, and other financial documents of the Applicants, to the extent that is necessary to adequately assess the Applicants' business and financial affairs or to perform its duties arising under this Order;
- (g) be at liberty to engage independent legal counsel or such other persons as the Monitor deems necessary or advisable respecting the exercise of its powers and performance of its obligations under this Order;
- (h) consider, and if deemed advisable by the Monitor, prepare a report as an assessment of the Plan;
- (i) assist the Applicants with their continuing restructuring activities, including the assessment and analysis of any proposed sale of assets or closure of facilities;
- (j) advise and assist the Applicants, as requested, in their negotiations with suppliers, customers and other stakeholders; and
- (k) perform such other duties as are required by this Order or by this Court from time to time.

24. **THIS COURT ORDERS** that the Monitor shall not take possession of the Property and shall take no part whatsoever in the management or supervision of the management of the Business and shall not, by fulfilling its obligations hereunder,

be deemed to have taken or maintained possession or control of the Business or Property, or any part thereof.

25. **THIS COURT ORDERS** that nothing herein contained shall require the Monitor to occupy or to take control, care, charge, possession or management (separately and/or collectively, "Possession") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, the *Ontario Environmental Protection Act*, the *Ontario Water Resources Act*, or the *Ontario Occupational Health and Safety Act* and regulations thereunder (the "Environmental Legislation"), provided however that nothing herein shall exempt the Monitor from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Monitor shall not, as a result of this Order or anything done in pursuance of the Monitor's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

26. **THIS COURT ORDERS** that that the Monitor shall provide any creditor of the Applicants with information provided by the Applicants in response to reasonable requests for information made in writing by such creditor addressed to the Monitor. The Monitor shall not have any responsibility or liability with respect to the information disseminated by it pursuant to this paragraph. In the case of information that the Monitor has been advised by the Applicants is confidential,

the Monitor shall not provide such information to creditors unless otherwise directed by this Court or on such terms as the Monitor and the Applicants may agree.

27. **THIS COURT ORDERS** that, in addition to the rights and protections afforded the Monitor under the CCAA or as an officer of this Court, the Monitor shall incur no liability or obligation as a result of its appointment or the carrying out of the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part. Nothing in this Order shall derogate from the protections afforded the Monitor by the CCAA or any applicable legislation.

28. **THIS COURT ORDERS** that the Monitor, counsel to the Monitor and counsel to the Applicants shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges, by the Applicants as part of the costs of these proceedings, including completing and implementation of the settlements with the class action plaintiffs. The Applicants are hereby authorized and directed to pay the accounts of the Monitor, counsel for the Monitor and counsel for the Applicants on an hourly basis and, in addition, the Applicants are hereby authorized to pay to the Monitor, counsel to the Monitor, and counsel to the Applicants, retainers in the amounts of \$150,000.00 and \$50,000.00, respectively, to be held by them as security for payment of their respective fees and disbursements outstanding from time to time.

29. **THIS COURT ORDERS** that the Monitor and its legal counsel shall pass their accounts from time to time, and for this purpose the accounts of the Monitor and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.

30. **THIS COURT ORDERS** that the Monitor, counsel to the Monitor, if any, and the Applicants' counsel shall be entitled to the benefit of and are hereby granted a charge (the "Administration Charge") on the Property, which charge shall not exceed an aggregate amount of \$500,000.00, as security for their professional fees and disbursements incurred at the standard rates and charges of the Monitor and such counsel, both before and after the making of this Order in respect of these proceedings, including completing the settlements with the class action plaintiffs. The Administration Charge shall have the priority set out in paragraph 32 hereof.

31. **THIS COURT ORDERS** that Valle Foam Industries (1995) Inc. ("Valle Foam") shall be authorized to advance funds up to, but not exceeding \$1 million to either of A-Z Sponge & Foam Products Ltd. ("A-Z") or Domfoam International Inc. ("Domfoam") to be used for operating purposes of Domfoam or A-Z, as the case may be, provided that i) no such loan shall be advanced without the prior written consent of the Monitor, ii) that any such loan shall be properly documented and subject to such terms, including rates of interest, if any, which the Monitor deems reasonable in the circumstances, and iii) that any such loan shall be secured by way of a general security agreement which shall provide a first in priority charge on the assets of Domfoam subject only to the priority of the charges granted hereunder. The Applicants may, prior to the advance of any funds, attend to seek a further order of this court to grant a specific charge if the Applicants or the Monitor deem it appropriate or necessary to do so.

VALIDITY AND PRIORITY OF CHARGES CREATED BY THIS ORDER

32. **THIS COURT ORDERS** that the priorities of the Directors' Charge and the Administration Charge as among them, shall be as follows:

First – Administration Charge (to the maximum amount of \$●); ✓ 500,000 ✓

Second – Directors' Charge (to the maximum amount of \$●). ✓ \$1,000,000 ✓

33. **THIS COURT ORDERS** that the filing, registration or perfection of the Directors' Charge or the Administration Charge, (collectively, the "Charges") shall not be required, and that the Charges shall be valid and enforceable for all purposes, including as against any right, title or interest filed, registered, recorded or perfected subsequent to the Charges coming into existence, notwithstanding any such failure to file, register, record or perfect. *mt*

34. **THIS COURT ORDERS** that each of the Directors' Charge or the Administration Charge, (all as constituted and defined herein) shall constitute a charge on the Property and such Charges shall rank in priority to all other security interests, trusts, liens, charges and encumbrances, claims of secured creditors, statutory or otherwise (collectively, "Encumbrances") in favour of any Person.

35. **THIS COURT ORDERS** that except as otherwise expressly provided for herein, or as may be approved by this Court, the Applicants shall not grant any Encumbrances over any Property that rank in priority to, or *pari passu* with, any of the Directors' Charge or Administration Charge, unless the Applicants also obtains the prior written consent of the Monitor, and the beneficiaries of the Directors' Charge and the Administration Charge, or further Order of this Court.

36. **THIS COURT ORDERS** that the Directors' Charge and the Administration Charge shall not be rendered invalid or unenforceable and the rights and remedies of the chargees entitled to the benefit of the Charges (collectively, the "Chargees") shall not otherwise be limited or impaired in any way by (a) the pendency of these proceedings and the declarations of insolvency made herein; (b) any application(s)

for bankruptcy order(s) issued pursuant to BIA, or any bankruptcy order made pursuant to such applications; (c) the filing of any assignments for the general benefit of creditors made pursuant to the BIA; (d) the provisions of any federal or provincial statutes; or (e) any negative covenants, prohibitions or other similar provisions with respect to borrowings, incurring debt or the creation of Encumbrances, contained in any existing loan documents, lease, sublease, offer to lease or other agreement (collectively, an "Agreement") which binds any of the Applicants, and notwithstanding any provision to the contrary in any Agreement:

- (a) the creation of the Charges shall not be deemed to constitute a breach by any of the Applicants of any Agreement to which it is a party;
- (b) none of the Chargees shall have any liability to any Person whatsoever as a result of the creation of the Charges; and
- (c) the payments made by the Applicants pursuant to this Order, and the granting of the Charges, do not and will not constitute preferences, fraudulent conveyances, transfers, settlements at undervalue, oppressive conduct, or other challengeable or void or voidable transactions or reviewable transactions under any applicable law.

37. **THIS COURT ORDERS** that any Charge created by this Order over leases of real property in Canada shall only be a Charge in the Applicants' interest in such real property leases.

SERVICE AND NOTICE

38. **THIS COURT ORDERS** that the Monitor shall (i) without delay, publish in ~~the Globe and Mail~~ ~~[newspapers specified by the Court]~~ a notice containing the information

prescribed under the CCAA, (ii) within five days after the date of this Order, (A) make this Order publicly available in the manner prescribed under the CCAA, (B) send, in the prescribed manner, a notice to every known creditor who has a claim against the Applicants of more than \$1000, and (C) prepare a list showing the names and addresses of those creditors and the estimated amounts of those claims, and make it publicly available in the prescribed manner, all in accordance with Section 23(1)(a) of the CCAA and the regulations made thereunder.

39. **THIS COURT ORDERS** that the Applicants and the Monitor be at liberty to serve this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or electronic transmission to the Applicants' creditors or other interested parties at their respective addresses as last shown on the records of the Applicants and that any such service or notice by courier, personal delivery or electronic transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

40. **THIS COURT ORDERS** that the Applicants, the Monitor, and any party who has filed a Notice of Appearance may serve any court materials in these proceedings by e-mailing a PDF or other electronic copy of such materials to counsels' email addresses as recorded on the Service List from time to time, and the Monitor may post a copy of any or all such materials on its website at www.deloitte.com/ca/vallefoam.

GENERAL

41. **THIS COURT ORDERS** that the Applicants or the Monitor may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

42. **THIS COURT ORDERS** that nothing in this Order shall prevent the Monitor from acting as an interim receiver, a receiver, a receiver and manager, or a trustee in bankruptcy of the Applicants, the Business or the Property.

43. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States, to give effect to this Order and to assist the Applicants, the Monitor and their respective agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Applicants and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Monitor in any foreign proceeding, or to assist the Applicants and the Monitor and their respective agents in carrying out the terms of this Order.

44. **THIS COURT ORDERS** that the Monitor is hereby authorized, as the foreign representative of the Applicants, to apply for recognition of these proceedings as "Foreign Main Proceedings" in the United States pursuant to Chapter 15 of the *U.S. Bankruptcy Code*.

45. **THIS COURT ORDERS** that each of the Applicants and the Monitor be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this

Order and for assistance in carrying out the terms of this Order, and that the Monitor is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

46. **THIS COURT ORDERS** that any interested party (including the Applicants and the Monitor) may apply to this Court to vary or amend this Order on not less than seven (7) days notice to any other party or parties likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

47. **THIS COURT ORDERS** that this Order and all of its provisions are effective as of 12:01 a.m. Eastern Standard/Daylight Time on the date of this Order.

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BY BOOKING
LE 12 JAN 2012

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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. CV-12-9545-00CL

ONTARIO

**SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceeding commenced at TORONTO

INITIAL ORDER

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Lawyers for the Applicants

EXHIBIT B

The court incorporates by reference in this paragraph and adopts as the findings and orders of this court the document set forth below. This document has been entered electronically in the record of the United States Bankruptcy Court for the Northern District of Ohio.



Dated: February 24 2012


Mary Ann Whipple
United States Bankruptcy Judge

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF OHIO
WESTERN DIVISION

In re:)	Case Nos. 12-30214
)	(Jointly Administered)
VALLE FOAM INDUSTRIES (1995))	
INC., et. al. ¹)	Chapter 15
)	
Foreign Applicants in Foreign)	Judge Mary Ann Whipple
Proceedings.)	
)	

**ORDER GRANTING RECOGNITION OF FOREIGN MAIN
PROCEEDINGS AND OTHER CHAPTER 15 RELIEF**

Upon the Verified Chapter 15 Petitions (the “**Chapter 15 Petitions**”) filed by Deloitte & Touche Inc., the court appointed Monitor (the “**Monitor**”) of Valle Foam Industries (1995) Inc. (“**Valle Foam**”), Domfoam International Inc. (“**Domfoam**”), and A-Z Sponge & Foam Products Ltd. (“**A-Z**” and, together with

¹ The Foreign Applicants include Valle Foam Industries (1995) Inc., Domfoam International, Inc., and A-Z Sponge & Foam Products Ltd.

² Capitalized terms not defined herein shall have the meanings given to them in the Declaration

{K0289088.1}

Valle Foam and Domfoam, the “**Valle Foam Group**”) in proceedings (the “**Canadian Proceedings**”) under Canada’s *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the “**CCAA**”), pending before the Ontario Superior Court of Justice (Commercial List) (the “**Ontario Court**”), and upon the statements and affirmations made and contained therein, and the Court having reviewed the Chapter 15 Petitions and the Declarations filed contemporaneously with the Chapter 15 Petitions and the exhibits attached thereto, including a certified copy of the Initial Order entered by the Ontario Court on January 12, 2012 (the “**Canadian Order for Relief**”); and a hearing having been held on the 23rd day of February, 2012 (the “**Recognition Hearing**”); and upon the oral statements of counsel for the Monitor; and the Court having reviewed the Notice of the filing of the Chapter 15 Petitions and of the Recognition Hearing and its certificate of service [Dkt No. 15], which notice is deemed adequate for all purposes such that no other or further notice need be given; and the Court having determined that the legal and factual bases set forth in the Chapter 15 Petitions and all other pleadings and proceedings in this case establish just cause to grant the relief ordered herein, and after due deliberation therefore,

THE COURT HEREBY FINDS AND DETERMINES THAT:

A. The findings and conclusions set forth herein constitute the Court’s findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding by Bankruptcy Rule 9014. To the extent that any of the following findings of fact constitute conclusions of law, they are adopted as

such. To the extent that any conclusions of law constitute finds of fact, they are adopted as such.

B. This Court has jurisdiction over this matter pursuant to 11 U.S.C. §§ 1334 and 157(a) of the Bankruptcy Code and General Order 84 entered on July 16, 1984 by the United States District Court for the Northern District of Ohio. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(P). Venue is proper before this Court pursuant to 28 U.S.C. § 1410(2).

C. The Monitor is a “person” within the meaning of section 101(41) of the Bankruptcy Code and is the duly appointed “foreign representative” of the Valle Foam Group within the meaning of section 101(24) of the Bankruptcy Code.

D. The Chapter 15 cases of Valle Foam, Domfoam and A-Z (the “**Chapter 15 Cases**”) were properly commenced pursuant to sections 1504, 1509, and 1515 of the Bankruptcy Code.

E. The Monitor has satisfied the requirements of section 1515 of the Bankruptcy Code and Rule 2002(q) of the Federal Rules of Bankruptcy Procedure.

F. The Canadian Proceedings are a “foreign proceeding” within the meaning of section 101(23) of the Bankruptcy Code.

G. The Canadian Proceedings are entitled to recognition by this Court pursuant to section 1517 of the Bankruptcy Code.

H. The Canadian Proceedings are pending in Canada, which is the location of each member of the Valle Foam Group’s center of main interests, and

accordingly, the Canadian Proceedings are a “foreign main proceeding” pursuant to section 1502(4) of the Bankruptcy Code and are entitled to recognition as a foreign main proceeding pursuant to section 1517(b)(1) of the Bankruptcy Code.

I. The Monitor is entitled to all the automatic relief provided by section 1520 of the Bankruptcy Code, without limitation.

J. The relief granted herein is necessary and appropriate, in the interests of the public and international comity, consistent with the public policy of the United States, and warranted pursuant to sections 1517, 1520, and 1521 of the Bankruptcy Code.

NOW, THEREFORE, THE COURT HEREBY ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:

1. The Canadian Proceedings are hereby recognized as a foreign main proceeding pursuant to section 1517 of the Bankruptcy Code.

2. All relief afforded foreign main proceedings pursuant to section 1520 of the Bankruptcy Code is hereby granted to each member of the Valle Foam Group, including, without limitation, the stay under section 362 throughout the duration of these Chapter 15 Cases or until otherwise ordered by this Court.

3. The stay pursuant to section 362(a)(1) of the Bankruptcy Code is hereby modified and limited in the following respects:

- (a) The stay shall not stay any act pertaining to finalizing the Settlements;² and
- (b) The stay shall not stay the filing of a new complaint against any member of the Valle Foam Group, but shall stay any act to continue such litigation after the filing of the complaint, including service of process on any member of the Valle Foam Group.

4. The Canadian Order for Relief (and any extensions, amendments or modifications thereof as may be granted from time to time by the Ontario Court) shall be granted comity and is hereby given full force and effect in the United States to the same extent that it is given effect in Canada.

5. The Monitor is hereby recognized as the “foreign representative” in these bankruptcy proceedings, and may exercise the rights and powers of a trustee under and to the extent provided by section 1520 of the Bankruptcy Code.

6. The Monitor, the members of the Valle Foam Group, and each of their successors, agents, representatives, advisors or counsel shall be entitled to the protections contained in sections 306 and 1510 of the Bankruptcy Code.

7. A copy of this Order, conformed to be true and correct, shall be served, within three business days of the entry of this Order, by facsimile, electronic mail or overnight express delivery, upon all persons or bodies authorized to administer foreign proceedings of the Valle Foam Group, all

² Capitalized terms not defined herein shall have the meanings given to them in the Declaration in Support of the Chapter 15 Petitions [Dkt. No. 2].

entities against whom provisional relief was granted under section 1519 of the Bankruptcy Code, all parties to litigation pending in the United States in which any member of the Valle Foam Group was a party at the time of the filing of the Chapter 15 Petitions, the United States Trustee, and such other entities as the Court may direct. Such service shall be good and sufficient service and adequate notice for present purposes.

8. The Chapter 15 Petitions and any supporting papers shall be made available by the Monitor through its website at <http://www.deloitte.com/ca/Vallefoam> or upon request at the offices of Kohrman Jackson & Krantz P.L.L., One Cleveland Center, 20th Floor, 1375 East 9th St., Cleveland, Ohio, 44114, to the attention of Mary K. Whitmer or James W. Ehrman, (216) 686-8700, mkw@kjk.com or jwe@kjk.com.

9. This Court shall have continuing jurisdiction to the fullest extent permitted by law with respect to: (i) the enforcement, amendment or modification of this Order; (ii) any requests for further or additional relief or any adversary proceeding filed by the Monitor or any other party in interest; and (iii) any request by a person or entity for relief from the provisions of this Order, for cause shown.

10. This Order shall be immediately effective and enforceable upon its entry, and upon its entry shall become final and appealable, notwithstanding Bankruptcy Rule 7062 made applicable to chapter 15 cases by Bankruptcy Rule 1018.

###

Prepared and Submitted by:

KOHRMAN JACKSON & KRANTZ P.L.L.

/s/ Mary K. Whitmer

Mary K. Whitmer (0018213)

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Email: mkw@kjk.com

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*Counsel for Deloitte & Touche Inc.,
the Foreign Representative of Valle
Foam Industries (1995) Inc.,
Domfoam International Inc., and
A-Z Sponge & Foam Products Ltd.*

EXHIBIT C

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE MR.) FRIDAY, THE 15th DAY
JUSTICE BROWN) OF JUNE, 2012

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 3113736 CANADA LTD., 4362063
CANADA LTD., and A-Z SPONGE & FOAM PRODUCTS LTD.

The seal of the Ontario Superior Court of Justice is circular. It features a central shield with a scale of justice and a book. The shield is surrounded by the text "SUPERIOR COURT OF JUSTICE" in English and "COUR SUPÉRIEURE DE JUSTICE" in French. The word "JUSTITIA" is written on a banner at the bottom of the shield.

(the "Applicants")

**ORDER
(Claims Solicitation Procedure)**

THIS MOTION, made by 3113736 Canada Ltd. (formerly Valle Foam Industries (1995) Inc.), 4362063 Canada Ltd. (formerly Domfoam International Inc.) and A-Z Sponge & Foam Products Ltd. (collectively, the "**Applicants**") for an order approving a procedure for the solicitation of claims against any or all of the Applicants, was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the affidavit of Tony Vallecoccia sworn June 12, 2012, and the Fourth Report of Deloitte & Touche Inc., the Court-appointed monitor (the "**Monitor**"), and on hearing the submissions of counsel to the Applicants, the Monitor, no one appearing for any other person on the service list, although properly served as appears from the affidavit of service, filed:

SERVICE

1. **THIS COURT ORDERS** that the time for service of the Notice of Motion and Motion Record herein be and is hereby abridged and validated so that this motion is properly returnable today and hereby dispenses with further service thereof.

DEFINITIONS

1. **THIS COURT ORDERS** that for purposes of this Order, in addition to the terms defined elsewhere herein, the following terms shall have the following meanings:

- (a) **“Applicants”** means 3113736 Canada Ltd. (formerly Valle Foam Industries (1995) Inc.), 4362063 Canada Ltd. (formerly Domfoam International Inc.) and A-Z Sponge & Foam Products Ltd.;
- (b) **“Business Day”** means a day, other than a Saturday, Sunday or a statutory holiday, on which banks are generally open for business in Toronto, Ontario;
- (c) **“CCAA”** means the Companies’ Creditors Arrangement Act, R.S.C. 1985, c. C-36, as amended;
- (d) **“CCAA Proceeding”** means the proceeding commenced by the Applicants in the Court at Toronto under Court File No. CV-12-9545-00CL;
- (e) **“Claim”** means any Prefiling Claim or Postfiling Claim;
- (f) **“Claims Bar Date”** means 5:00 p.m. (Eastern Standard time) on August 31, 2012, or any later date ordered by the Court;

- (g) **"Claims Solicitation Procedure"** means the procedures outlined in this Order, as they may be amended by further order of the Court, including the Schedules hereto;
- (h) **"Court"** means the Ontario Superior Court of Justice (Commercial List);
- (i) **"Creditor"** means any Person asserting a Claim or a D&O Claim;
- (j) **"D&O Claim"** means any right of any Person against one or more of the Directors and Officers (as defined below) which arose as a result of their position, supervision, management or involvement as Director and Officer, where such right arose on or before June 15, 2012, and whether enforceable in any civil, administrative or criminal proceedings;
- (k) **"DIP Loan"** means the loan by 3113736 Canada Ltd. (formerly known as Valle Foam Industries (1995) Inc.) to either A-Z Sponge & Foam Products Ltd. or 4362063 Canada Ltd. (formerly known as Domfoam International Inc.) in an amount not exceeding \$1,000,000 as authorized by the Court in the CCAA Proceeding;
- (l) **"Directors and Officers"** means
 - (i) the current and former directors of any of the Applicants; and
 - (ii) the current and former officers of any of the Applicants;
- (m) **"Distribution"** means any distribution within the CCAA Proceeding of the proceeds of the Applicants' assets;

- (n) **“Excluded Claim”** means (i) any claim secured by any of the Charges as defined in the Initial Order (as defined below); (ii) the DIP Loan; and (iii) any Intercompany Claim (as defined below);
- (o) **“Filing Date”** means January 12, 2012;
- (p) **“Initial Order”** means the Initial Order of the Honourable Mr. Justice Newbould dated January 12, 2012 in the CCAA Proceeding;
- (q) **“Intercompany Claim”** means any claim by any of the Applicants against one or more of the Applicants, whether secured or unsecured but not including the DIP Loan;
- (r) **“Known Creditor”** means any Person, based on the financial or other records of an Applicant as of the Filing Date, who had or may be entitled to assert, a Claim, where monies in respect of such Claim remain unpaid in full or in part, without acknowledging in any respect the validity or existence of any such Claim;
- (s) **“Monitor’s Website”** means <http://www.deloitte.com/ca/vallefoam>;
- (t) **“Notice to Creditors of Claims Bar Date”** means the notice for publication substantially in the form attached as Schedule “A”;
- (u) **“Notice of Dispute”** means a form substantially in accordance with the form attached as Schedule “E”;
- (v) **“Notice of Revision or Disallowance”** means a form substantially in accordance with the form attached as Schedule “D”;
- (w) **“Person”** means any individual, partnership, firm, joint venture, trust, entity, corporation, unincorporated organization, trade union, pension

plan administrator, pension plan regulator, governmental authority or agency, employee or other association, or similar entity, howsoever designated or constituted;

- (x) **“Postfiling Claim”** means any right or claim of any Person, or class of Persons or representative Person, against one or more of the Applicants whether or not asserted, in connection with any indebtedness, liability or obligation of any kind whatsoever of one or more of the Applicants which came into existence after the Filing Date but before the Claims Bar Date, any accrued interest thereon and costs payable in respect thereof, whether or not such right or claim is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, perfected, unperfected, present, future, known or unknown, by guarantee, surety or otherwise, and whether or not such right is executory or anticipatory in nature;
- (y) **“Prefiling Claim”** means any right or claim of any Person, or class of Persons or representative Person, against one or more of the Applicants whether or not asserted, in connection with any indebtedness, liability or obligation of any kind whatsoever of one or more of the Applicants in existence on the Filing Date, any accrued interest thereon and costs payable in respect thereof to and including the Filing Date, whether or not such right or claim is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, perfected, unperfected, present, future, known or unknown, by guarantee, surety or otherwise, and whether or not such right is

executory or anticipatory in nature, and includes any other claims that would have been claims provable in bankruptcy had the Applicants become bankrupt on the Filing Date;

- (z) **“Proof of Claim”** means the aggregate of the documentation submitted by a Creditor pursuant to the Claims Solicitation Procedure to evidence its Claim which shall include the Proof of Claim form attached hereto as Schedule “B”;
- (aa) **“Proof of D&O Claim”** means the aggregate of the documentation submitted by a Creditor pursuant to the Claims Solicitation Procedure to evidence its D&O Claim which shall include the Proof of D&O Claim form attached hereto as Schedule “C”;
- (bb) **“Proven Claim”** means a Claim filed by the Claims Bar Date in respect of which the Monitor has not sent a Notice of Revision or Disallowance to the Creditor asserting the Claim and which the Monitor accepts or is deemed to accept for distribution purposes pursuant to the Claims Solicitation Procedure;
- (cc) **“Surviving Claim”** means a Claim to which CCAA subsection 19(2) applies; and
- (dd) **“Surviving D&O Claim”** means a D&O Claim to which CCAA subsection 5.1(2) applies.

ADMINISTRATION OF THE CLAIMS SOLICITATION PROCEDURE

2. **THIS COURT ORDERS** that the Claims Solicitation Procedure shall govern the solicitation of Claims against the Applicants and the D&O Claims against the Directors and Officers of the Applicants and shall be conducted and

administered by the Monitor with the assistance of the Applicants except as otherwise provided for in this Order. No Creditor may participate in the Distribution if such Claim has not been reviewed, accepted and valued in accordance with this Claims Solicitation Process, subject to any further Order of this Court.

3. **THIS COURT ORDERS** that the Monitor, in addition to its prescribed rights and obligations under the CCAA and under the Initial Order, is hereby directed and empowered to administer and implement the Claims Solicitation Procedure on the terms set out in this Order and the Monitor may take any steps and fulfill such other roles as are contemplated by this Order or which it believes are incidental or necessary for the implementation of the Claims Solicitation Procedure. The Monitor may seek advice and directions from the Court in respect of any aspect of the Claims Solicitation Procedure, including any of the Monitor's obligations provided for in this Order.

4. **THIS COURT ORDERS** that the Monitor is authorized and directed to use reasonable discretion as to adequacy of compliance with the Claims Solicitation Procedure and the terms of this Order including, without limitation, with respect to the manner in which a Proof of Claim, Proof of D&O Claim, Notice of Dispute or any other notices or documents are completed and executed and may, where it is satisfied that a Claim or D&O Claim has been adequately filed or, in the case of a Claim, proven, waive strict compliance with the requirements of this Order as to completion, execution and delivery of Proofs of Claim, Proofs of D&O Claim, Notices of Dispute or any other notice or document contemplated by the Claims Solicitation Procedure and request any further documentation the Monitor may require in order to enable it to determine the validity of a Claim; provided that nothing in this Order shall confer upon the Monitor or the Applicants the discretion

or authority to amend or to extend the Claims Bar Date without a further Order of this Court.

5. **THIS COURT ORDERS** that the Monitor shall not have any responsibility or liability with respect to any information, confidential or otherwise, including without limitation, a Proof of Claim, a Proof of D&O Claim, a Notice of Dispute or otherwise, distributed, circulated, or released, whether intentionally or unintentionally, by the Monitor relating to the exercise of its powers and discharge of its obligations under this Order. The Monitor shall be entitled to rely upon the Applicants' advice and the Applicants' books and records for all purposes including establishing the names and addresses of Known Creditors. In addition to the rights and protections afforded to the Monitor under the CCAA and the Initial Order or as an officer of this Court, the Monitor shall incur no liability or obligation as a result of its appointment or the fulfillment of its duties in the carrying out of the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part.

6. **THIS COURT ORDERS** that the Applicants shall advise the Monitor of all Known Creditors, including the amounts owed to all Known Creditors and their last known address pursuant to the Applicants' books and records, and that the Monitor shall be entitled to rely upon the accuracy and completeness of the information provided by the Applicants regarding the Known Creditors. For greater certainty, the Monitor shall have no liability in respect of the information provided to it regarding the Known Creditors and shall not be required to conduct any independent inquiry and/or investigation with respect to such information.

SOLICITATION OF CLAIMS

7. THIS COURT ORDERS that:

- (a) the Monitor shall cause the Notice to Creditors of Claims Bar Date to be published in each of The Globe and Mail (national edition) and La Presse as soon as practicable after the date of this Order;
- (b) the Monitor shall cause the Notice to Creditors of Claims Bar Date to be posted on the Monitor's Website as soon as practicable after the date of this Order and cause it to remain posted until its discharge as Monitor of the Applicants;
- (c) the Monitor shall, as soon as practicable after the date of this Order, mail to all Known Creditors at the last known address for such Known Creditor on the Applicants' books and records a Notice to Creditors of Claims Bar Date, a Proof of Claim form, a Proof of D&O Claim form substantially in the form attached as Schedules "B" and "C" to this Order and an instruction letter regarding the completion of the Proof of Claim and Proof of D&O Claim forms by a Creditor; and
- (d) the Monitor shall, as soon as practicable following receipt of a request therefor and provided such request is received prior to the Claims Bar Date, deliver a copy of the Proof of Claim or Proof of D&O Claim form as applicable to any Person claiming to be a Creditor and requesting such material, or in the alternative, notify such Person that it may obtain an electronic copy of the Proof of Claim and Proof of D&O Claim forms on the Monitor's Website.

8. **THIS COURT ORDERS** that service and delivery of the Notice to Creditors of Claims Bar Date, Proof of Claim form, Proof of D&O Claim form, the Dispute Notice and any other correspondence or document from the Monitor to any Creditor or any other Person pursuant to the Claims Solicitation Procedure shall be by ordinary mail, prepaid registered mail, courier, personal delivery, electronic communication or facsimile transmission. Any such service and delivery by the Monitor for all purposes under this Order shall be deemed to have been received: (i) if sent by ordinary mail, on the third Business Day after mailing within Ontario, the fifth Business Day after mailing within Canada (other than within Ontario), and the tenth Business Day after mailing internationally; (ii) if sent by prepaid registered mail, on the third Business Day after mailing within Ontario, the fifth Business Day after mailing within Canada (other than within Ontario), and the tenth Business Day after mailing internationally; (iii) if by courier, on the next following Business Day for courier deliveries within Canada, and on the third following Business Day for courier deliveries outside of Canada; (iv) if sent by personal delivery, on the same date as delivery; (v) if sent by electronic communication, on the same date as the electronic communication is sent or, if sent on a day that is not a Business Day or after 5:00 p.m. (Eastern Standard Time) on a Business Day, the following Business Day; and (vi) if sent by fax, on the date on which the Monitor receives a successful facsimile transmission report or, if sent on a day that is not a Business Day or after 5:00 p.m. (Eastern Standard Time) on a Business Day, the following Business Day

9. **THIS COURT ORDERS** that service by the Monitor of the Proof of Claim and Proof of D&O Claim forms on Creditors and publication of the Notice to Creditors of Claims Bar Date in the manner set forth in this Order shall constitute good and sufficient service upon the Creditors of notice of this proceeding, this Order, the Claims Bar Date and the related deadlines and procedures set forth

herein and that no other form of service or notice need be made by the Applicants or the Monitor to any Person, and no other document or material need be served on any Person in respect of the Claims Solicitation Procedure.

10. **THIS COURT ORDERS** that the form and substance of each of the Notice to Creditors of Claims Bar Date, Proof of Claim, Proof of D&O Claim, Notice of Revision or Disallowance and Notice of Dispute, substantially in the forms attached as schedules hereto, are hereby approved. Despite the foregoing, the Applicants and the Monitor may, from time to time, make minor changes to such forms as the Monitor considers necessary or desirable.

11. **THIS COURT ORDERS** that any Person asserting a Claim against one or more of the Applicants or a D&O Claim against one or more of the Directors or Officers shall file a Proof of Claim or a Proof of D&O Claim, as applicable (including all supporting documentation), with the Monitor by no later than the Claims Bar Date.

12. **THIS COURT ORDERS** that any Creditor with a Claim or a D&O Claim who does not deliver a completed Proof of Claim or Proof of D&O Claim, as applicable, to the Monitor in accordance with the Claims Solicitation Procedure by the Claims Bar Date, or such later date as this Court may otherwise order:

- (a) shall be forever barred from asserting or enforcing any Claim (other than a Surviving Claim) against any of the Applicants or a D&O Claim (other than a Surviving D&O Claim) against any of the Director or Officers, and the Applicants or any of them, and the Directors and Officers, or any of them, shall not have any liability whatsoever in respect of such Claim (other than a Surviving Claim) or D&O Claim (other than a Surviving D&O Claim), and any such

Claim (other than a Surviving Claim) or D&O Claim (other than a Surviving D&O Claim) shall be forever barred and extinguished;

- (b) shall not be entitled to any further notice of any Orders made or steps taken in the CCAA Proceeding; and
- (c) shall not be entitled to participate as a Creditor in the CCAA Proceeding and shall not be entitled to receive any funds pursuant to the Distribution.

13. **THIS COURT ORDERS** that Creditors with Excluded Claims shall not be required to file a Proof of Claim in this process, unless required to do so by further Order of this Court.

ADJUDICATION OF CLAIMS

14. **THIS COURT ORDERS** that there shall be no adjudication of the D&O Claims by the Applicants or the Monitor, pursuant to the Claims Solicitation Procedure Order, pending a further Order of this Court.

15. **THIS COURT ORDERS** the Monitor shall, with the assistance of the Applicants, review all Proofs of Claim (but not any Proofs of D&O Claim) delivered to the Monitor by the Claims Bar Date and shall accept, revise or reject each Claim as submitted therein. If the Monitor disputes a Claim in whole or in part, the Monitor shall by no later than 11:59 p.m. (Eastern Standard Time) on September 21, 2012, send to the Creditor who has submitted the disputed Claim a Notice of Revision or Disallowance indicating the reasons for the revision or disallowance.

16. **THIS COURT ORDERS** that the Monitor may attempt to resolve any disputed Claim with the Creditor prior to accepting, revising or disallowing such Claim.

17. **THIS COURT ORDERS** that any Claim received by the Claims Bar Date in respect of which the Monitor does not send a Notice of Revision or Disallowance by the deadline date referenced above shall be deemed a Proven Claim.

DISPUTE NOTICES

18. **THIS COURT ORDERS** that any Creditor who receives a Notice of Revision or Disallowance and who objects to the amount of the Claim set out in or any other provision of the Notice of Revision or Disallowance shall deliver to the Monitor on or before 5:00 p.m. (Eastern Standard Time) on October 5, 2012 a Notice of Dispute by registered mail, courier service or facsimile.

19. **THIS COURT ORDERS** that if a Creditor receives a Notice of Revision or Disallowance and does not file a Notice of Dispute by the time set out in paragraph 18 above, then the value of such Creditor's Claim shall be deemed to be as set out in the Notice of Revision or Disallowance.

20. **THIS COURT ORDERS** that any Creditor who delivers a Notice of Dispute to the Monitor by the time set out in paragraph 18 above shall, unless otherwise agreed by the Monitor in writing, thereafter serve on the Monitor and the Applicants a notice of motion in the Court returnable not less 30 days after the service of the Notice of Dispute for determination of the Claim in dispute, failing which the value of such Creditor's Claim shall be deemed to be as set out in the applicable Notice of Revision or Disallowance.

SET-OFF

21. **THIS COURT ORDERS** that the Applicants may set-off (whether by way of legal, equitable or contractual set-off) against payments or other distributions to be made to any Creditor in respect of its Proven Claim, any claims of any nature whatsoever that any of the Applicants may have against such Creditor, however, neither the failure to do so nor the allowance of any Claim as a Proven Claim hereunder shall constitute a waiver or release by the Applicants of any such claim that the Applicants may have against such Creditor.

DISTRIBUTIONS

22. **THIS COURT ORDERS** that the Monitor and the Applicants shall not distribute any funds to Creditors holding Proven Claims prior to the approval by this Court of a distribution methodology to be proposed by the Monitor and/or the Applicants in a subsequent motion to this Court.

NOTICE OF TRANSFEREES

23. **THIS COURT ORDERS** that if, after the Filing Date, the holder of a Claim or D&O Claim transfers or assigns the whole of such Claim or D&O Claim to another Person, neither the Monitor nor the relevant Applicant shall be obligated to give notice or otherwise deal with the transferee or assignee of such Claim or D&O Claim in respect thereof unless and until actual notice of transfer or assignment, together with satisfactory evidence of such transfer or assignment, shall have been received and acknowledged by the relevant Applicant and the Monitor in writing and thereafter such transferee or assignee shall for the purposes hereof constitute the "Creditor" in respect of such Claim or D&O Claim. Any such transferee or assignee of a Claim or D&O Claim shall be bound by any notices given or steps taken in respect of such Claim or D&O Claim in accordance with

this Order prior to receipt and acknowledgment by the relevant Applicant and the Monitor of satisfactory evidence of such transfer or assignment. A transferee or assignee of a Claim or D&O Claim takes the Claim or D&O Claim subject to any rights of set-off to which the Applicants or the Directors and Officers may be entitled with respect to such Claim or D&O Claim respectively. For greater certainty, a transferee or assignee of a Claim or D&O Claim is not entitled to set-off, apply, merge, consolidate or combine any Claims or D&O Claims assigned or transferred to it against or on account or in reduction of any amounts owing by such Person to any of the Applicants or the Directors and Officers. Reference to transfer in this Order includes a transfer or assignment whether absolute or intended as security.

GENERAL PROVISIONS

24. **THIS COURT ORDERS** that any Creditor who submits a Proof of Claim or Proof of D&O Claim authorizes the Monitor to post the information contained therein to the Monitor's Website and that the Monitor shall have no liability for the information submitted other than as a result of gross negligence or wilful misconduct.

25. **THIS COURT ORDERS** that for the purposes of the Claims Solicitation Procedure, all Claims or D&O Claims which are denominated in United States dollars shall (i) in the case of Prefiling Claims or D&O Claims, be converted to Canadian dollars at the rate of 1.0198%, being the Bank of Canada noon spot rate of exchange for exchanging US dollars to Canadian dollars on the Filing Date; and (ii) in the case of Postfiling Claims, be converted to Canadian dollars at the Bank of Canada noon spot rate of exchange for exchanging US dollars to Canadian dollars on the date of the applicable Proof of Claim.

26. **THIS COURT ORDERS** that any document, notice or communication required to be filed with the Monitor by a Creditor pursuant to the terms of this Order must be delivered by facsimile, email or electronic transmission, personal delivery, courier or prepaid mail to:

Deloitte & Touche Inc.

181 Bay Street West
Suite 1400
Toronto, Ontario
M5J 2V1

Attention: Catherine Hristow

Telephone: (416) 775-8831
Facsimile: (416) 601-6690
E-mail: christow@deloitte.ca

27. **THIS COURT ORDERS** that in the event that the day on which any notice or communication required to be delivered pursuant to the Claims Solicitation Procedure is not a Business Day then such notice or communication shall be required to be delivered on the next Business Day.

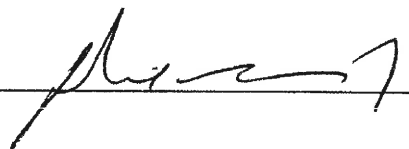
28. **THIS COURT ORDERS** that references to the singular include the plural and to the plural include the singular.

29. **THIS COURT ORDERS** that in the event of any strike, lock-out or other event which interrupts postal service in any part of Canada, all notices and communications during such interruption may only be delivered by email, facsimile transmission, personal delivery or courier and any notice or other communication given or made by prepaid mail within the seven (7) Business Day period immediately preceding the commencement of such interruption, unless actually received, shall be deemed not to have been delivered. All such notices and communications shall be deemed to have been received, in the case of notice

by email, facsimile transmission, personal delivery or courier prior to 5:00 p.m. (Eastern standard Time) on a Business Day, when received, if received after 5:00 p.m. (Eastern Standard Time) on a Business Day or at any time on a non-Business Day, on the next following Business Day, and in the case of a notice mailed as aforesaid, on the fourth Business Day following the date on which such notice or other communication is mailed.

30. **THIS COURT ORDERS AND REQUESTS** the aid and recognition of any court or any judicial, regulatory or administrative body in any province or territory of Canada and the Federal Court of Canada and any judicial, regulatory or administrative tribunal or other court or any judicial, regulatory or administrative body of the United States and the States or other subdivisions of the United States and of any nation or state to act in aid of and be complimentary to this Court in carrying out the terms of this Claims Solicitation Procedure Order.

ENTERED AT / INSCRIT A TORONTO
ON / BOOK NO:
LE / DANS LE REGISTRE NO.:



JUN 15 2012

SCHEDULE "A"

Court File No.: CV-12-9545-00CL

**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 3113736 CANADA LTD., 4362063
CANADA LTD., and A-Z SPONGE & FOAM PRODUCTS LTD.**

(the "Applicants")

NOTICE OF CLAIMS SOLICITATION PROCEDURE AND

CLAIMS BAR DATE REGARDING:

**3113736 CANADA LTD. (FORMERLY VALLE FOAM
INDUSTRIES (1995) INC.,
4362063 CANADA LTD. (FORMERLY DOMFOAM
INTERNATIONAL INC.) AND
A-Z SPONGE & FOAM PRODUCTS LTD.**

By Order of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") dated January 12, 2012 (the "**Initial Order**"), the Applicants listed above filed for and obtained relief from their creditors under the *Companies Creditors' Arrangement Act* (the "**CCAA**"). Pursuant to the Initial Order, Deloitte & Touche Inc. was appointed by the Court as monitor in the Applicants' CCAA proceeding (the "**Monitor**").

By Order of the Court dated June 15, 2012 (the "**Claims Solicitation Procedure Order**"), a process was established for creditors to prove claims against the Applicants in existence as at the date of the Initial Order or with respect to Postfiling Claims (as defined below) or with respect to claims against the current or former Directors and Officers of the Applicants which arose on or before June 15, 2012. Capitalized terms in this notice are as defined in the Claims Solicitation

Procedure Order, a copy of which can be found on the Monitor's Website: <http://www.deloitte.com/ca/vallefoam>.

In accordance with the Claims Solicitation Procedure Order, the Monitor shall mail to all known creditors ("**Known Creditors**") of the Applicants a Proof of Claim form together with this notice. Any Creditor who does not receive a Proof of Claim form may obtain this form on the Monitor's Website, <http://www.deloitte.com/ca/vallefoam> or by contacting the Monitor directly as follows: (i) by email: christow@deloitte.ca; (ii) by mail at Deloitte & Touche Inc., 181 Bay Street West, Suite 1400, Toronto, Ontario, M5J 2V1, attention: Catherine Hristow; or (iii) by facsimile at (416) 601-6690.

In accordance with the Claims Solicitation Procedure Order, any Person or representative class of Persons who wishes to assert a claim against one of more of the Applicants (each, a "**Claim**") which arose (i) at any time up to January 12, 2012; (ii) at any time after January 12, 2012 (a "**Postfiling Claim**") must complete and deliver the Proof of Claim form to the Monitor by mail, fax, e-mail, courier or hand delivery by **no later than 5:00 p.m. (Eastern Standard Time) on August 31, 2012** or such other date as ordered by the Court (the "**Claims Bar Date**").

In accordance with the Claims Solicitation Procedure, any Person or representative class of Persons who wishes to assert a claim against one of more of the current or former Directors and Officers of the Applicants which arose on or before June 15, 2012 (each, a "**D&O Claim**") must complete and deliver the Proof of D&O Claim form to the Monitor by mail, fax, e-mail, courier or hand delivery by **no later than the Claims Bar Date**.

IF YOUR PROOF OF CLAIM OR PROOF OF D&O CLAIM IS NOT RECEIVED BY THE MONITOR BY THE CLAIMS BAR DATE, YOUR CLAIM AGAINST THE APPLICANTS OR THE OFFICERS AND DIRECTORS WILL BE BARRED AND EXTINGUISHED FOREVER.

A Proof of Claim which is disputed by the Monitor will be addressed in the manner set out in the Claims Solicitation Procedure Order.

Address of the Monitor:

Deloitte & Touche Inc.
181 Bay Street West
Suite 1400
Toronto, Ontario
M5J 2V1

Attention: Catherine Hristow
Telephone: (416) 775-8831
Facsimile: (416) 601-6690
E-mail: christow@deloitte.ca

Dated at _____ this _____ day of _____, 2012.

#1900657

SCHEDULE "B"

DELOITTE & TOUCHE INC., solely in its capacity as the Court-appointed Monitor of the Applicants, and without personal or corporate liability • • • Telephone: (416) 775-8831 Telecopier: (416) 601-6690 Email: christow@deloitte.ca		OFFICE USE ONLY

		Date Received _____

Court File No.: CV-12-9545-00CL

**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 3113736 CANADA LTD., 4362063 CANADA LTD.,
and A-Z SPONGE & FOAM PRODUCTS LTD.**

(the “Applicants”)

PROOF OF CLAIM

I. DESCRIPTION OF DEBTOR, CREDITOR AND NATURE OF CLAIM

Name of entity against which claim is being made: *(Check appropriate box in following list. If claims are being made against more than one entity, use a separate Proof of Claim form for each entity.)*

- 3113736 Canada Ltd. (formerly known as Valle Foam Industries (1995) Inc.)
- 4362063 Canada Ltd. (formerly known as Domfoam International Inc.)
- A-Z Sponge & Foam Products Ltd.

(hereinafter the "Debtor")

Name of person asserting a claim against the Debtor: _____
(hereinafter the “**Creditor**”)

Individual: ☐ Corporation: ☐ Other: ☐ Specify:

If individual, Creditor's Social Insurance Number:

If corporation, Business Identification Number: _____

Address of Creditor:

Telephone number of Creditor:

E-mail address of Creditor:

Fax number of Creditor:

I, _____, of _____, do hereby certify:

(Name)

(City and province)

1. That I am a Creditor of the Debtor

or that I am

of

(State position or title)

(Name of Creditor)

a Creditor of the Debtor.

2. That I have knowledge of all the circumstances connected with the claim referred to in this form.

3. (Check and complete appropriate category:)

☐ That, as at January 12, 2012, the Creditor had and still has an **unsecured claim** against the Debtor in the sum of CAD\$ _____, as shown by the statement (or affidavit or solemn declaration) attached hereto and marked **Annex "A"**, after deducting any counterclaims to which the Debtor may be entitled. (Claims in US dollars should be converted to Canadian dollars at the rate of [insert], being the Bank of Canada noon spot rate of exchange for exchanging US dollars to Canadian dollars on January 12, 2012. The attached statement, affidavit or solemn declaration must specify and attach the evidence in support of the claim.) (Give full particulars of the claim with all necessary supporting documentation.)

☐ That, as at the date hereof, the Creditor has an **unsecured claim** against the Debtor which arose after January 12, 2012 in the sum of CAD\$ _____, as shown by the statement (or affidavit or solemn declaration) attached hereto and marked **Annex "A"**, after deducting any counterclaims to which the Debtor may be entitled. (Claims in US dollars should be converted to Canadian dollars at the Bank of Canada noon spot rate of exchange for exchanging US dollars to Canadian dollars as of the date hereof. The attached statement, affidavit or solemn declaration must specify and attach the evidence in support of the claim.) (Give full particulars of the claim with all necessary supporting documentation.)

-or-

☐ That, as at January 12, 2012, the Creditor had and still has a **secured claim** against the Debtor in the sum of CAD\$ _____, as shown by the statement (or affidavit or solemn

declaration) attached hereto and marked **Annex "A"**, after deducting any counterclaims to which the Debtor may be entitled. *(The attached statement, affidavit or solemn declaration must specify and attach the evidence in support of the claim and the security held in respect of the claim, including copies of all security.) (Give full particulars of the claim and security with all necessary supporting documentation.)*

4. That to the best of my knowledge and belief, I am (or the above-named Creditor is) (or am not or is not) related to the Debtor within the meaning of section 4 of the *Bankruptcy and Insolvency Act*.

II. ATTESTATION

I hereby attest that, to the best of my knowledge, the information in this document is and any and all annexes hereto are truthful and accurate in all material respects.

SIGNED this _____ day of _____, 2012.

(Signature of Creditor)

(Signature of witness)

(Name of Creditor in block letters)

(Name of witness in block letters)

(Address of witness in block letters)

ANNEX “A”
DETAILS OF CLAIM

SCHEDULE "C"

DELOITTE & TOUCHE INC., solely in its capacity as the Court-appointed Monitor of the Applicants, and without personal or corporate liability <ul style="list-style-type: none"> • • • Telephone: (416) 775-8831 Telecopier: (416) 601-6690 Email: christow@deloitte.ca		OFFICE USE ONLY <hr/> <hr/>
		Date Received <hr/>

Court File No.: CV-12-9545-00CL

**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 3113736 CANADA LTD., 4362063 CANADA LTD.,
and A-Z SPONGE & FOAM PRODUCTS LTD.**

(the “Applicants”)

PROOF OF D&O CLAIM

III. DESCRIPTION OF DEBTOR, CREDITOR AND NATURE OF D&O CLAIM

Name of entity against which claim is being made: *(Check appropriate box in following list. If claims are being made against more than one entity, use a separate Proof of Claim form for each entity.)*

- ☐ Director or Officer of 3113736 Canada Ltd. (formerly known as Valle Foam Industries (1995) Inc.)
- ☐ Director or Officer of 4362063 Canada Ltd. (formerly known as Domfoam International Inc.)
- ☐ Director or Officer of A-Z Sponge & Foam Products Ltd.

(hereinafter the “Debtor”)

Name of person asserting a claim against the Debtor: _____
(hereinafter the “**Creditor**”)

Individual: ☐ Corporation: ☐ Other: ☐ Specify:

If individual, Creditor's Social Insurance Number:

If corporation, Business Identification Number:

Address of Creditor:

E-mail address of Creditor:

Fax number of Creditor:

I, _____, of _____, do hereby certify:

(Name)

(City and province)

- or that I am _____ of _____
(State position or title) *(Name of Creditor)*

a Creditor of the Debtor.

2. That I have knowledge of all the circumstances connected with the claim referred to in this form.
3. (Check and complete appropriate category:)
- ☐ That, as at June 15, 2012, the Creditor had and still has an **unsecured claim** against the Debtor in the sum of CAD\$_____, as shown by the statement (or affidavit or solemn declaration) attached hereto and marked **Annex "A"**, after deducting any counterclaims to which the Debtor may be entitled. (*Claims in US dollars should be converted to Canadian dollars at the rate of 1.0198%, being the Bank of Canada noon spot rate of exchange for exchanging US dollars to Canadian dollars on January 12, 2012. The attached statement, affidavit or solemn declaration must specify and attach the evidence in support of the claim.*) (*Give full particulars of the claim with all necessary supporting documentation.*)
4. That to the best of my knowledge and belief, I am (or the above-named Creditor is) (or am not or is not) related to the Debtor within the meaning of section 4 of the *Bankruptcy and Insolvency Act*.

I hereby attest that, to the best of my knowledge, the information in this document is and any and all annexes hereto are truthful and accurate in all material respects.

SIGNED this _____ day of _____, 2012.

(Signature of Creditor)

(Name of Creditor in block letters)

(Signature of witness)

(Name of witness in block letters)

(Address of witness in block letters)

ANNEX “A”
DETAILS OF CLAIM

SCHEDULE "D"

Court File No. CV-12-9545-00CL

**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 3113736 CANADA LTD., 4362063
CANADA LTD., and A-Z SPONGE & FOAM PRODUCTS LTD.**

(the "Applicants")

NOTICE OF REVISION OR DISALLOWANCE

TO: [INSERT NAME AND ADDRESS OF CREDITOR]

The Monitor has disallowed in full or in part your Claim as set out in your Proof of Claim, as set out below:

Prefiling Claim:

Claim Against	Claim per Proof of Claim	Allowed Amount	Disallowed Amount
	\$	\$	\$
Total	\$	\$	\$

Postfiling Claim:

Claim Against	Claim per Proof of Claim	Allowed Amount	Disallowed Amount
	\$	\$	\$
Total	\$	\$	\$

REASONS FOR DISALLOWANCE:

IF YOU INTEND TO DISPUTE THIS NOTICE OF REVISION OR DISALLOWANCE:

You must, no later than **5:00 p.m. (Toronto Time) on September 21, 2012**, deliver to the Monitor a Notice of Dispute of Revision or Disallowance (a copy of which can be found on the Monitor's Website at <http://www.deloitte.com/ca/vallefoam>) in accordance with the Claims Solicitation Procedure Order to the following address, email, or facsimile:

Deloitte & Touche Inc.

181 Bay Street West
Suite 1400
Toronto, Ontario
M5J 2V1

Attention: Catherine Hristow

Telephone: (416) 775-8831
Facsimile: (416) 601-6690
E-mail: christow@deloitte.ca

DATE:

#1900657

SCHEDULE "E"

Court File No. CV-12-9545-00CL

**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 3113736 CANADA LTD., 4362063
CANADA LTD., and A-Z SPONGE & FOAM PRODUCTS LTD.**

(the "Applicants")

NOTICE OF DISPUTE OF REVISION OR DISALLOWANCE

1. PARTICULARS OF CREDITOR:

(a) Full Legal Name of Creditor: _____

(b) Full Mailing Address of Creditor: _____

(c) *Telephone Number of Creditor: _____

(d) *Facsimile Number of Creditor: _____

(e) *E-mail Address of Creditor: _____

(f) Attention (Contact Person): _____

***In order to ensure that all Claims are processed in an expedited manner you must provide one (1) or more of your telephone number, fax number or e-mail address.**

2. PARTICULARS OF ORIGINAL CREDITOR FROM WHOM YOU ACQUIRED CLAIM, IF APPLICABLE:

(a) Have you acquired this Claim by Assignment? Yes ☐ No ☐
(if yes, attach document evidencing assignment)

(b) Full Legal Name of original Creditor(s): _____

3. DISPUTE OF REVISION OR DISALLOWANCE OF CLAIM FOR VOTING AND/OR DISTRIBUTION PURPOSES:

We hereby disagree with the value of our Claim set out in the Notice of Revision or Disallowance dated _____, as set out below:

Claim:

Claim Against	Claim per Proof of Claim	Allowed Amount	Disallowed Amount
	\$	\$	\$
Total Claims			

REASONS FOR DISPUTE:

(Provide full particulars of the Claim and supporting documentation, including amount, description of transaction (s) or agreement(s) giving rise to the Claim, name of any guarantor(s) that has guaranteed the Claim, and amount of Claim allocated thereto, date and number of all invoices, particulars of all credits, discounts, etc. claimed.)

If you intend to dispute a Notice of Revision or Disallowance, you must, no later than **5:00 p.m. (Toronto Time) on October 5, 2012** deliver to the Monitor a Notice of Dispute of Revision or Disallowance in accordance with the Claims Solicitation Procedure Order to the following address, email or facsimile:

Deloitte & Touche Inc.

181 Bay Street West
Suite 1400
Toronto, Ontario
M5J 2V1

Attention: Catherine Hristow

Telephone: (416) 775-8831
Facsimile: (416) 601-6690
E-mail: christow@deloitte.ca

If you do not deliver a Notice of Dispute of Revision or Disallowance by the time and date set out above, as applicable, the value of your Claim shall be deemed to be as set out in the Monitor's Notice of Revision or Disallowance.

Dated at _____ this _____ day of _____, 2012.

Per: _____

#1900657

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 3113736 CANADA LTD., 4362063 CANADA LTD., and A-Z SPONGE & FOAM PRODUCTS LTD.

Court File No. CV-12-9545-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST
Proceeding commenced at TORONTO

ORDER
(Claims Solicitation Procedure)

MINDEN GROSS LLP
145 King Street West, Suite 2200
Toronto ON M5H 4G2

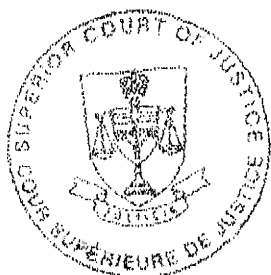
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Lawyers for the Applicants

EXHIBIT D



Court File No. CV-12-9545-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE
JUSTICE NEWBOULD

) TUESDAY, THE 29th DAY
)
) OF SEPTEMBER, 2015.

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 3113736 CANADA LTD., 4362063 CANADA LTD., and
A-Z SPONGE & FOAM PRODUCTS LTD.

(the "Applicants")

ORDER
(Extension of Stay Period, Admission of Late Claims
and Interim Distributions)

THIS MOTION made by the Applicants for an Order extending the stay of proceedings, admitting certain late filed claims and approving the Valle Foam Interim Distribution and the A-Z Foam Interim Distribution (each as defined below) was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Affidavit of Tony Vallecoccia sworn September 25, 2015, and the exhibits thereto, the Twelfth Report of Deloitte Restructuring Inc. (formerly known as Deloitte & Touche Inc.), in its capacity as Court-appointed monitor of the Applicants (the "**Monitor**") and the appendices attached thereto (the "**Twelfth Report**"), and on hearing the submissions of counsel for the Applicants, counsel for the Monitor, no one appearing for anyone else on the

Service List, although properly served as appears from the affidavit of service of Nada Hannouch sworn September 25, 2015.

1. **THIS COURT ORDERS** that each capitalized term not otherwise defined in this Order shall have the meaning set out in the Twelfth Report or the order of the Court dated June 15, 2012 (the "**Claims Solicitation Procedure Order**").

2. **THIS COURT ORDERS** that the time for service of the Notice of Motion and Motion Record is hereby abridged and validated so that this motion is properly returnable today and hereby dispenses with further service thereof.

Stay Extension

3. **THIS COURT ORDERS** that the Stay Period granted under the Initial Order of Justice Newbould dated January 12, 2012 (the "**Initial Order**") and as subsequently extended by, *inter alia*, the Order of Justice Pattillo dated April 22, 2015, is hereby extended from September 30, 2015 to and including February 29, 2016.

Late Claims

4. **THIS COURT ORDERS** that the following Claims filed after the Claims Bar Date (collectively, the "**Valle Foam Late Claims**") shall be admitted as Prefiling Claims against 3113736 Canada Ltd. ("**Valle Foam**") and shall deemed to be Proven Claims against Valle Foam for the purpose of any Distribution in these proceedings:

Claimant	Prefiling Claim Amount
Just Energy Group Inc.	\$185,408.93
Ontario Ministry of Labour	\$46,309.15
Pitney Bowes	\$1,395.57

Pitney Bowes	\$3,435.23
Workplace Safety and Insurance Board	\$117,738.58

For greater certainty, none of the Creditors holding a Valle Foam Late Claim shall be entitled to send a Notice of Dispute or otherwise dispute or seek to vary the amount or priority of such Valle Foam Late Claim.

5. **THIS COURT ORDERS** that the Claim filed by WorkSafe BC in the amount of \$1,673.41 after the Claims Bar Date (the "**A-Z Foam Late Claim**") against A-Z Foam and Sponge Ltd. ("**A-Z Foam**") shall be admitted as Prefiling Claims against A-Z Foam and shall deemed to be a Proven Claim for the purpose of any Distribution in these proceedings.

For greater certainty, WorkSafe BC shall not be entitled to send a Notice of Dispute or otherwise dispute or seek to vary the amount or priority of the A-Z Foam Late Claim.

6. **THIS COURT ORDERS** that the Claim against Valle Foam filed by Manulife Financial after the Claims Bar Date in the amount of \$39,240.08 shall be admitted as a Postfiling Claim against Valle Foam and paid in full by Valle Foam prior to the Valle Foam Interim Distribution.

7. **THIS COURT ORDERS** that any Person with a Claim against any of the Applicants that is not a Proven Claim as of the date of this order shall not be entitled to participate in the Valle Foam Interim Distribution or the A-Z Foam Interim Distribution.

Directors' Indemnity and Charge

8. **THIS COURT ORDERS** that paragraph 19 of the Initial Order be and is hereby amended and restated as follows:

19. **THIS COURT ORDERS** that each of the Applicants shall indemnify its respective directors and officers from and against all claims, costs, charges, expenses, obligations and liabilities that they may incur as directors or officers of the applicable Applicant, after the date hereof except to the extent that, with respect to any officer or director, such claim, cost, charge, expense obligation or liability was incurred as a result of the officer's or director's gross negligence or wilful misconduct.

9. **THIS COURT ORDERS** that paragraph 20 of the Initial Order be and is hereby amended and restated as follows:

20A. **THIS COURT ORDERS** that the directors and officers of 3113736 Canada Ltd. (formerly Valle Foam Industries (1995) Inc.) shall be entitled to the benefit of and are hereby granted a charge (the "**Valle Foam Directors' Charge**") on the Property of 3113736 Canada Ltd., which charge shall not exceed the amount of \$200,000 as security for the indemnity provided in paragraph 19 of this Order.

20B. **THIS COURT ORDERS** that the directors and officers of 4362063 Canada Ltd. (formerly Doamfoam International Inc.) shall be entitled to the benefit of and are hereby granted a charge (the "**Domfoam Directors' Charge**") on the Property of 4362063 Canada Ltd., which charge shall not exceed the amount of \$1,000,000 as security for the indemnity provided in paragraph 19 of this Order. The Valle Foam Directors' Charge and the Doamfoam Directors' Charge granted shall have the priority set out in paragraph 32 herein.

10. **THIS COURT ORDERS** that the Directors' Charge granted to the Directors and Officers on the Property of A-Z Foam be and is hereby permanently discharged.

11. **THIS COURT ORDERS** that paragraph 32 of the Initial Order be and is hereby amended and restated as follows:

32. **THIS COURT ORDERS** that the priorities of the Valle Foam Directors' Charge, the Domfoam Directors' Charge and the Administration Charge as among them, shall be as follows:

On the Property of 3113736 Canada Ltd.: First—Administration Charge (to the maximum amount of \$500,000); Second—Valle Foam Directors' Charge (to the maximum of \$200,000);

On the Property of 4362063 Canada Ltd.: First—Administration Charge (to the maximum amount of \$500,000); Second—Domfoam Directors' Charge (to the maximum of \$1,000,000);

Valle Foam Interim Distribution

12. **THIS COURT ORDERS** that the Monitor be and is hereby authorized to hold back from the Valle Foam Interim Distribution the following amounts from the Valle Foam Proceeds (as defined in the Twelfth Report):

- (a) \$225,000 as security for the Administration Charge; and
- (b) \$200,000 as security for the Valle Foam Directors' Charge.

13. **THIS COURT ORDERS** that, subject to the holdbacks set out in paragraph 12 above, the Monitor be and is hereby authorized to make an interim Distribution of the Valle Foam

Proceeds in the amount of \$5,583,436.23 to the Valle Foam Creditors holding Proven Claims on a *pro rata, pari passu* basis (the "Valle Foam Interim Distribution").

A-Z Foam Interim Distribution

14. **THIS COURT ORDERS** that the Monitor be and is hereby authorized to hold back \$50,000 of the A-Z Foam Proceeds (as defined in the Twelfth Report) from the A-Z Foam Interim Distribution as security for the Administration Charge.

15. **THIS COURT ORDERS** that, subject to the holdback set out in paragraph 14 above, the Monitor be and is hereby authorized to make an interim Distribution of the A-Z Foam Proceeds in the amount of \$623,820.39 to the A-Z Foam Creditors holding Proven Claims on a *pro rata, pari passu* basis (the "A-Z Foam Interim Distribution").

Approval of the Monitor's Actions, Fees and Expenses

16. **THIS COURT ORDERS** that the Twelfth Report and the actions, decisions and conduct of the Monitor as set out in the Twelfth Report are hereby authorized and approved.

17. **THIS COURT ORDERS** that the fees and disbursements of the Monitor and its legal counsel, as set out in the Twelfth Report and the Affidavit of Catherine Hristow sworn September 22, 2015 and the Affidavit of Grant Moffat sworn September 18, 2015, and the exhibits attached thereto, are hereby authorized and approved.

18. **THIS COURT HEREBY** requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States, to give effect to this Order and to assist the Applicants, the Monitor and their respective agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such Orders and to provide such assistance to the

Applicants and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order, or to assist the Applicants and the Monitor and their respective agents in carrying out the terms of this Order.

19. **THIS COURT ORDERS** that each of the Applicants and the Monitor be at liberty and are hereby authorized and empowered to apply to any Court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order.



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ON / BOOK NO:
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SEP 30 2015

M3

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 3113736 CANADA LTD., 4362063 CANADA LTD.,
and A-Z SPONGE & FOAM PRODUCTS LTD.

Court File No. CV-12-9545-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

Proceeding commenced at TORONTO

ORDER

(Extension of Stay Period, Admission of Late Claims and
Interim Distributions)

MINDEN GROSS LLP

145 King Street West, Suite 2200
Toronto ON M5H 4G2

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David T. Ullmann (LSUC #423571)

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416-369-4323

snassabi@mindengross.com

416-864-9223 fax

Lawyers for the Applicants

EXHIBIT E

PLAN OF COMPROMISE AND ARRANGEMENT

PURSUANT TO THE *COMPANIES' CREDITORS ARRANGEMENT ACT* (CANADA)

ARTICLE 1 - INTERPRETATION 1.1 Definitions

In this Plan:

"**Applicant**" means 4362063 Canada Ltd. (formerly Domfoam International Inc.);

"**Approval Meeting**" means a meeting of Creditors, held pursuant to the Meeting Order, to vote on the Plan, and includes any meeting or meetings resulting from the adjournment thereof;

"**A-Z Foam**" means the applicant A-Z Sponge & Foam Products Ltd, in these proceedings;

"**Business**" means the business and operations carried on by or formerly carried on by the Applicant;

"**Business Day**" means a day other than a Saturday or Sunday on which banks are generally open for business in Toronto, Ontario, and Montreal, Quebec;

"**CCAA**" means the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended;

"**CCAA Proceedings**" means the proceedings under the CCAA commenced by the Applicant on January 12, 2012 at Toronto under Court File No. CV-12-9545-00CL;

"**Claim**" means any right or claim of any Person, or class of Persons or representative Person, against the Applicant whether or not asserted, in connection with any indebtedness, liability or obligation of any kind whatsoever of the Applicant in existence on the Filing Date, or which has arisen since the Filing Date, any accrued interest thereon and costs payable in respect thereof to and including the Filing Date, whether or not such right or claim is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, perfected, unperfected, present, future, known or unknown, by guarantee, surety or otherwise, and whether or not such right is executory or anticipatory in nature, and includes any other claims that would have been claims provable in bankruptcy had the Applicant become bankrupt on the Filing Date;

"**Claims Bar Date**" means the 5:00 PM August 31, 2012 bar date referred to at paragraphs 5(b) and (f) of the Claims Process Order;

"**Claims Process Order**" means the Order of Justice Brown in the CCAA Proceedings dated June 15, 2012;

"**Court**" means the Ontario Superior Court of Justice;

"**Creditor**" means any Person with a Claim or a D&O Claim regardless of whether such Person has filed a Proof of Claim in the CCAA Proceedings;

"D&O Claim" means any right of any Person against one or more of the Directors and Officers (as defined below) which arose as a result of their position, supervision, management or involvement as Director and Officer, where such right arose on, before or after June 15, 2012, and whether enforceable in any civil, administrative or criminal proceedings, including, without limitation, any person (including the crown) who filed a claim against the Directors and Officers pursuant to the Claims Process Order, including, without limitation any possible D&O Claim related to or derived from the facts alleged against the Applicant in the Revenu Quebec Action;

"DIP Loan" means any loans made between or among the Applicant, Valle Foam and A-Z Foam on or after January 12, 2012 which were expressly authorized to be considered a DIP loan by an Order of the Court;

"Directors and Officers" means (i) the current and former directors of the Applicant; and (ii) the current and former officers of the Applicant;

"Effective Time" means the first moment in time on the Plan Implementation Date;

"Equity Claim" means an equity claim as defined by the *Bankruptcy Insolvency Act*, R.S.C. 1985, c. B-3;

"Excepted Claim" has the meaning given to that term in Section 9.5 hereof;

"Filing Date" means January 12, 2012;

"Holdback Amount" means that amount from the cash on hand from the Applicant which the Monitor, in consultation with the Applicant, elects to hold back from the distribution of the Liquidation Proceeds, for future administration costs of these CCAA Proceedings;

"HST Pre and Post Filing Dispute" means the outstanding dispute between the Applicant and the Monitor as to the treatment of certain outstanding claims for payment of HST by Revenu Quebec as either a pre or post Filing Date obligation of the Applicant as further described in the Affidavit of Tony Vallecoccia sworn August 23, 2016;

"Initial CCAA Order" means the initial order of the Ontario Court dated January 12, 2012, pursuant to which, among other things, the Ontario Court granted a stay of proceedings with respect to the Applicant, as same may be further amended from time to time;

"Intercompany Claims" means any Claims, including the DIP Loan, owing among or between the Applicant and A-Z Foam or Valle Foam or any of them;

"Liquidation Proceeds" means the proceeds realized from the Business or collected by the Applicant or the Monitor on behalf of the Business since the Filing Date;

"Meeting" means an Information Meeting or an Approval Meeting;

"Meeting Order" means the Order of the Ontario Court dated August 29, 2016, regarding, *inter alia*, the calling and holding of the Meetings;

"Monitor" means Deloitte Restructuring Inc. (previously known as Deloitte & Touche Inc.), in its capacity as monitor of the Applicant, appointed pursuant to the Initial CCAA Order;

"Ontario Court" means the Superior Court of Justice (Ontario);

"Order" means an order of the Ontario Court in the CCAA Proceedings;

"Person" means any individual, partnership, limited partnership, limited liability company, joint venture, trust, trustee, corporation, unincorporated organization, government, agency, regulatory body or instrumentality thereof, legal personal representative or litigation guardian, or any other entity howsoever designated or constituted;

"Plan" means this plan of compromise or arrangement and all schedules hereto, as same may be amended hereafter in accordance with Section 11.1 herein;

"Plan Completion Date" means the Business Day on which the Monitor has completed and filed a certificate in accordance with Section 10.1 of this Plan;

"Plan Implementation Date" means the Business Day on which the conditions precedent to implementation of this Plan as set out in Section 7.1 hereof have been satisfied or fulfilled, and the Monitor has completed and filed its certificate in accordance with Section 7.2 of this Plan;

"Polyols Settlement" means the settlement as described in the affidavit of Tony Vallecoccia, sworn August 23, 2016, between the Applicant, as a member of a class of plaintiffs, and Dow Chemical Inc. in the United States;

"Proof of Claim" means the form attached as Schedule B to the Claims Process Order;

"Proven Claim" means a Creditor Claim that was properly filed with the Monitor, to the extent that it was allowed in whole or in part by (a) the Monitor, or (b) the Ontario Court, following an appeal from the determination of the Monitor;

"Proven Creditor" means a Creditor having a Proven Claim;

"Revenu Quebec Action" means the outstanding action by the Applicant against each of Revenu Quebec and Canada Revenue Agency with respect to certain amounts assessed as due and owing by Revenu Quebec and Canada Revenue Agency against the Applicant, before each of the Superior Court of Quebec and the Tax Court of Canada;

"Sanction Order" means an order of the Ontario Court approving this Plan;

"Unaffected Claim" has the meaning given to that term in Section 3.3 hereof;

"Unaffected Creditor" means any Person holding Unaffected Claims, to the extent of those Unaffected Claims;

"Unconfirmed Vote" means a vote cast at the Approval Meeting and marked by the Monitor as relating not to a Proven Claim, but to a Claim which the Monitor revised or disallowed in whole or in part and which remains in dispute;

"Unconfirmed Voting Claim" means a Creditor Claim in respect of which the Creditor's vote is an Unconfirmed Vote;

"Valle Foam" means Valle Foam Industries (1995) Inc. one of the applicants in the CCAA Proceedings; and

"Website" means the website established by the Monitor for purposes of the Plan and having the following address: [http://www.insolvencies.deloitte.ca/en-ca/pages/Valle%20Foam%20Industries%20\(1995\)%20Inc_%20and%20Other%20Petitioners.aspx](http://www.insolvencies.deloitte.ca/en-ca/pages/Valle%20Foam%20Industries%20(1995)%20Inc_%20and%20Other%20Petitioners.aspx)

1.2 Certain Rules of Interpretation

In this Plan and all schedules hereto:

- (a) the division of this Plan into articles, sections, subsections and clauses and the insertion of headings and a table of contents are for convenience of reference only and shall not affect the construction or interpretation of this Plan. The terms "this Plan", "hereof", "hereunder", "herein" and similar expressions refer to this Plan and not to any particular article, section, subsection or clause and include any plan supplemental hereto. Unless otherwise indicated, any reference in this Plan to an article, section, subsection, clause or schedule refers to the specified article, section, subsection, clause or schedule of or to this Plan;
- (b) the use of words in the singular or plural, or with a particular gender, shall not limit the scope or exclude the application of any provision of this Plan or a schedule hereto to such Person (or Persons) or circumstances as the context otherwise permits;
- (c) the words "includes" and "including" and similar terms of inclusion shall not, unless expressly modified by the words "only" or "solely", be construed as terms of limitation, but rather shall mean "includes without limitation" and "including without limitation", so that references to included matters shall be regarded as illustrative without being either characterizing or exhaustive;
- (d) unless otherwise specified, all references to time herein and in any document issued pursuant hereto mean local time in Toronto, Ontario and any reference to an event occurring on a Business Day shall mean prior to 5:00 p.m. on such Business Day. Unless otherwise specified, the time period within or following which any payment is to be made or act is to be done shall be calculated by excluding the day on which the period commences and including the day on which the period ends and by extending the period to the next succeeding Business Day if the last day of the period is not a Business Day; and
- (e) unless otherwise provided, any reference to a statute, or other enactment of parliament or a legislature includes all regulations made thereunder, all enactments to or re-enactments of such statute or regulations in force from time to time, and, if applicable, any statute or regulation that supplements or supersedes such statute or regulation.

ARTICLE 2 - PURPOSE AND EFFECT OF THE PLAN

2.1 Purpose

The purpose of this Plan is to enable the Applicant to efficiently distribute the Liquidation Proceeds and the proceeds of the Polyols Settlement to its Proven Creditors on a pro-rated basis, and to provide for releases for the Directors and Officers.

2.2 Affected Persons

This Plan will be implemented pursuant to the CCAA. On the Plan Implementation Date, subject to Section 3.3 hereof and subject to the satisfaction of the conditions contained in Section 7.1 herein, this Plan will be binding upon all Creditors and all other Persons in accordance with its terms.

ARTICLE 3 - CLASSIFICATION OF CREDITORS

3.1 Class of Creditors

The sole class for the purpose of considering and voting on this Plan shall be a single class consisting of Creditors.

3.2 Creditor Identification Procedure

Creditor Claims which have been delivered by Proof of Claim by the Claims Bar Date shall be as if they had been filed in respect of the Plan, and Creditors need not deliver to the Monitor a further Proof of Creditor Claim in respect thereof.

3.3 Unaffected Claims

This Plan does not compromise, release or otherwise affect any rights or claims:

- (a) for fees and expenses authorized pursuant to paragraph [INSERT] of the Initial CCAA Order, incurred in the provision of goods and services relating to the CCAA Proceedings;
- (b) of the Applicant, the Monitor and of its counsel;
- (c) that fall within Section 6(3), 6(5) or 6(6) of the CCAA;
- (d) that arise from the DIP Loan; or
- (e) any outstanding Intercompany Claims.

Each of the foregoing rights and claims set out in this Section 3.3 is referred to herein as an "Unaffected Claim".

3.4 Equity Claims

All Persons holding Equity Claims shall not be entitled to vote at or attend the Approval Meeting, and shall not receive any distributions under the Plan or otherwise receive any other compensation in respect of their Equity Claims.

ARTICLE 4 - TREATMENT OF CREDITORS

4.1 Treatment of Claims

On the Plan Implementation Date, the Claims will be compromised, released and otherwise affected in accordance with the terms of this Plan.

4.2 Voting Rights of Creditors

Subject to this Plan and the Meeting Order, each Proven Creditor shall be entitled to one vote in an amount equal to such Proven Claim. Furthermore, votes in respect of Unconfirmed Voting Claims will be recorded by the Monitor, subject to further determination in accordance with the Meeting Order. The procedure for determining the validity and quantum of the Claims for voting purposes shall be governed by the Meeting Order.

4.3 Unaffected Creditors

Notwithstanding anything to the contrary herein, each Person who has an Unaffected Claim shall not be entitled to vote or to receive any distribution under this Plan in respect of such Unaffected Claim. All Unaffected Claims shall be unaffected by the CCAA Proceedings and principal and interest shall continue to accrue notwithstanding the CCAA Proceedings.

ARTICLE 5 - DISTRIBUTIONS

5.1 Employees (Section 6(5) CCAA)

To the best of the Company's knowledge, there are no amounts owing to employees of the Applicant generally, or which would be captured by section 6(5) of the CCAA. However, in the event any such claims exist, immediately after the rendering of the Sanction Order and the expiry of all appeal periods relating thereto or the affirmation of the Sanction Order in such appeals, employees and former employees of the Applicant shall receive payment of:

- (a) amounts at least equal to the amounts that they would have been qualified to receive under paragraph 136(l)(d) of the *Bankruptcy and Insolvency Act* if the Applicant had become bankrupt on the day on which proceedings commenced under the CCAA; and
- (b) wages, salaries, commissions or compensation for services rendered after the Initial CCAA Order and before the Sanction Order, together with, in the case of travelling salespersons, disbursements properly incurred by them in and about the Applicant's business during the same period.

The inclusion of this Section 5.1 herein does not constitute any admission or acknowledgment by the Applicant as to the existence of any employees or former employees claims.

5.2 Crown claims (Section 6(3) CCAA)

Within six (6) months after the date of the Sanction Order and the expiry of all appeal periods relating thereto or the affirmation of the Sanction Order in such appeals, all amounts that were outstanding at the time of the Applicant's application for an order under Section 11 or 11.02 of the CCAA and that are of a kind that could be subject to a demand under:

- (a) subsection 224(1.2) of the *Income Tax Act*;
- (b) any provision of the *Canada Pension Plan* or of the *Employment Insurance Act* that refers to subsection 224(1.2) of the *Income Tax Act* and provides for the collection of a contribution, as defined in the *Canada Pension Plan*, an employee's premium, or employer's premium, as defined in the *Employment Insurance Act*, or a premium under Part VII.1 of that Act, and of any related interest, penalties or other amounts; or
- (c) any provision of provincial legislation that has a purpose similar to subsection 224(1.2) of the *Income Tax Act*, or that refers to that subsection, to the extent that it provides for the collection of a sum, and of any related interest, penalties or other amounts, and the sum:
 - (i) has been withheld or deducted by a person from a payment to another person and is in respect of a tax similar in nature to the income tax imposed on individuals under the *Income Tax Act*, or
 - (ii) is of the same nature as a contribution under the *Canada Pension Plan* if the province is a "province providing a comprehensive pension plan" as defined in subsection 3(1) of the *Canada Pension Plan* and the provincial legislation establishes a "provincial pension plan" as defined in that subsection;

shall be paid in full to Her Majesty in right of Canada or a Province, as applicable, but expressly not including any claims as may be due under the Excise Tax Act or any analogous statute in any province.

The inclusion of this Section 5.2 herein does not constitute any admission or acknowledgment by the Applicant as to the existence of any such outstanding amounts.

5.3 Payment of Professional and Administrative Expenses

On the Plan Implementation Date, all outstanding fees and disbursements payable under any Order shall be fully paid, or a reserve for such amount fully funded, as determined by the Monitor. Parties entitled to be paid hereunder shall have sixty (60) days from the Plan Implementation Date, or such later date as may be agreed with the Monitor, to submit final invoices to the Monitor for payment. Any reserve shall be administered by the Monitor.

5.4 Initial Distribution

Within thirty (30) days of the Plan Implementation Date, the Monitor shall distribute to the Proven Creditors the Liquidation Proceeds, less any amounts required to be paid pursuant to this Article 5 as determined by the Monitor in its sole discretion, and less the Holdback Amount.

5.5 Subsequent Distribution(s)

From time to time, the Monitor shall distribute to the Proven Creditors any other amounts in the possession or coming into the possession of the Monitor which will be available from other sources, including amounts paid to the Applicant pursuant to the Polyols Settlement, less the Holdback amount, if any, as determined by the Monitor in its sole discretion.

5.6 Distributions *Pro Rata* and *Pari Passu*

All distributions made to Proven Creditors pursuant hereto shall be made on a *pro rata, pari passu basis* among such Proven Creditors, considering the amounts of their respective Proven Claims.

All distributions made by the Monitor are made as agent for and on behalf of the Applicant, and not in its personal capacity.

ARTICLE 6 - SANCTION ORDER

6.1 Application for Sanction Order

The application for the Sanction Order shall be brought by the Applicant as soon as reasonably practicable following the approval of this Plan by the requisite majorities of Creditors voting at the Approval Meeting.

6.2 Effect of Sanction Order

In addition to sanctioning this Plan, and subject to the discretion of the Ontario Court, the Sanction Order shall, among other things and without limitation:

- (a) direct and authorize the distributions contemplated under this Plan;
- (b) order and declare that any distributions under the Plan shall not constitute a "distribution" and the Monitor shall not constitute a "legal representative" or "representative" of the Applicants for the purposes of section 159 of the Income Tax Act (Canada), section 270 of the Excise Tax Act (Canada), section 14 of the Tax Administration Act (Quebec), section 107 of the Corporations Tax Act (Ontario), section 22 of the Retail Sales Tax Act (Ontario), section 117 of the Taxation Act, 2007 (Ontario), section 23 of the Canada Pension Plan, section 86 of the Employment Insurance Act or any other similar federal, provincial or territorial tax legislation (collectively the "Tax Statutes"), nor a "receiver" within the meaning of An Act Respecting the Quebec Sales Tax, given that the Monitor is only a disbursing agent under the CCAA Plan, and the Monitor in making such payments is not "distributing", nor shall be considered to "distribute" nor to have "distributed", such funds for the purpose of the Tax Statutes, and the Monitor shall not incur any liability under the Tax Statutes in respect of it making any payments ordered or permitted hereunder, and is hereby forever released, remised and discharged from any claims against it under or pursuant to the Tax Statutes or otherwise at law, arising in respect of payments made under the Plan and this Order and any claims of this nature are hereby forever barred.
- (c) declare that the compromises and releases effected hereby are approved, binding and effective as of the Plan Implementation Date upon all Creditors, the Monitor and all other Persons affected by this Plan;
- (d) provide that no Person who is a party to any obligation or agreement with the Applicant shall, following the Plan Implementation Date, accelerate, terminate, rescind, refuse to perform or repudiate its obligations thereunder, or enforce or exercise any right (including any right of set-off, dilution or other remedy) or make any demand under or in respect of any such obligation or agreement, by reason:

- (i) of any event(s) that occurred on or prior to the Plan Implementation Date that would have entitled any other Person thereto to enforce those rights or remedies (including defaults or events of default arising as a result of the insolvency of the Applicant);
 - (ii) of the fact that relief under the CCAA has been sought or obtained in respect of the Applicant or that the CCAA Proceedings have been commenced or completed; or
 - (iii) of any compromises or arrangements effected pursuant to this Plan;
- (d) confirm the effect of the Meeting Order;
- (e) provide that the Monitor shall be discharged and released from its role as Monitor on the Plan Completion Date, save and except with respect to any remaining duties or powers required to implement and give effect to the terms of this Plan.

ARTICLE 7 - CONDITIONS PRECEDENT

7.1 Conditions Precedent to Implementation of Plan

The implementation of this Plan shall be conditional upon the fulfillment of the following conditions on or before the Plan Implementation Date:

- (a) **Approval by Creditors:** The Plan shall have been approved pursuant to the CCAA by the Proven Creditors;
- (b) **Granting of Sanction Order:** The Sanction Order shall have been granted by the Ontario Court in a form acceptable to the Applicant and the Monitor;
- (c) **Expiry of Appeal Periods:** The appeal periods and any periods for leave to appeal with respect to the Sanction Order shall have expired without an appeal or application for leave to appeal of such Order having been commenced or, in the event of an appeal or application for leave to appeal, a final determination denying leave to appeal or dismissing such appeal and affirming and recognizing the sanctioning of this Plan, as the case may be, shall have been made by the applicable appellate court, with no further right of appeal;
- (d) **Revenu Quebec Action:** The Applicant and the Directors and Officers shall have provided a binding undertaking to discontinue, settle or withdraw the Revenu Quebec Action on terms satisfactory to the Monitor and the Court, upon the Plan Implementation Date;
- (e) **HST Pre and Post Filing Dispute:** The Applicant and the Directors and Officers shall have provided a binding undertaking to settle or withdraw from further contesting the position of the Monitor with respect to this issue upon the Plan Implementation Date;
- (f) **Completion of Necessary Documentation:** The execution and delivery by all relevant Persons of all agreements, settlements, resolutions, indentures, releases, documents and other instruments that are necessary to be executed and delivered to implement and give effect to all material terms and provisions of this Plan;

7.2 Monitor's Certificate

Upon the satisfaction of the conditions set out in Section 7.1 hereof, the Monitor shall file with the Ontario Court in the CCAA Proceedings a certificate that states that all conditions precedent set out in Section 7.1 of this Plan have been satisfied and that the Plan Implementation Date has occurred.

7.3 Termination of Plan for Failure to Become Effective

If the Plan Implementation Date shall not have occurred on or before one hundred and twenty (120) days following the date of the Sanction Order, or such later date as the Applicant may stipulate, then, subject to further Order of the Ontario Court, this Plan shall automatically terminate and be of no further force or effect; provided that this Plan shall not automatically terminate pursuant to this section if the sole basis for the nonoccurrence of the Plan Implementation Date is the pendency of any appeal or application for leave to appeal with respect to the Sanction Order.

ARTICLE 8 - EFFECT OF PLAN

8.1 Effect of Plan Generally

The Plan (including, without limitation, the releases and injunctions contained in the Plan), upon being sanctioned and approved by the Ontario Court pursuant to the Sanction Order, shall be binding on the Plan Implementation Date on the Creditors and all other Persons (and each of their respective heirs, executors, administrators, guardians, legal personal representatives, successors and assigns) irrespective of the jurisdiction in which such Creditors and other Persons reside, or in which the Claims arose.

On the Plan Implementation Date, the Directors and Officers shall and shall be deemed to resign without the requirement of further action on the part of such Directors and Officers. The Directors and Officers shall also consent to the discharge of the Directors and Officer's Charge, as created by and defined in the Initial Order.

8.2 Consents and Agreements

On the Plan Implementation Date, each Creditor shall be deemed to have consented and agreed to all of the provisions of this Plan in its entirety. In particular, each Creditor shall be deemed:

- (a) to have executed and delivered to the Monitor all consents, releases or agreements required to implement and carry out this Plan in its entirety; and
- (b) to have agreed that, if there is any conflict between the provisions, express or implied, of any agreement or other arrangement, written or oral, existing between such Creditor and the Applicant at the Plan Implementation Date (other than those entered into by the Applicant in writing on or after the date hereof) and the provisions of this Plan, the provisions of this Plan take precedence and priority and the provisions of such agreement or other arrangement shall be deemed to be amended accordingly.

8.3 Exculpation

The Monitor (including its affiliates, directors, officers, employees, associated individuals,

agents and representatives) and all of its professional advisors and legal counsel shall have no liability or obligation to any Person for their role, or any act or omission, in connection with their appointments as Monitor or advisors or counsel thereto, the CCAA Proceedings, activities undertaken in preparation for or in anticipation of the CCAA Proceedings, the Plan, the pursuit of sanctioning of the Plan, the consummation and implementation of the Plan, the administration of the Plan or the property to be distributed under the Plan, from the date of their appointments to the earlier of the date of their discharges from those appointments, or the Plan Completion Date.

ARTICLE 9 - RELEASES AND INJUNCTIONS

9.1 Plan Releases

- (a) On the Plan Implementation Date, the Applicant, the Directors, Officers, current and former employees, advisors, legal counsel and agents, (being referred to individually as a **"Domfoam Released Party"**) shall be released and discharged from the D&O Claims, the Claims and any and all demands, claims, actions, applications, causes of action, counterclaims, suits, debts, sums of money, accounts, covenants, damages, judgments, orders, including for injunctive relief or specific performance and compliance orders, expenses, executions, encumbrances and other recoveries on account of any liability, obligation, demand or cause of action of whatever nature which any Creditor, Unaffected Creditor, Her Majesty the Crown or other Person may be entitled to assert, including any and all Claims in respect of the payment and receipt of proceeds, statutory liabilities of the Directors and Officers and employees of the Applicant and any alleged fiduciary or other duty (whether such employees are acting as a Director and Officer or employee), whether known or unknown, matured or unmatured, foreseen or unforeseen, existing or hereafter arising, based in whole or in part on any omission, transaction, duty, responsibility, indebtedness, liability, obligation, dealing or other occurrence existing or taking place on or prior to the later of the Plan Implementation Date and the date on which actions are taken to implement the Plan that are in any way relating to, arising out of or in connection with the Claims, the Business whenever or however conducted, the Plan, the CCAA Proceedings, or any Claim that has been barred or extinguished by the Claims Process Order and all claims arising out of such actions or omissions shall be forever waived and released (other than the right to enforce the Applicant's obligations under the Plan or any related document), all to the full extent permitted by applicable law, provided that nothing herein shall release or discharge (i) any Domfoam Released Party if such Domfoam Released Party is judged by the expressed terms of a judgment rendered on a final determination on the merits to have committed criminal, fraudulent or other wilful misconduct or (ii) the Directors with respect to matters set out in section 5.1(2) of the CCAA. For clarity, a D&O Claim with respect to the Revenu Quebec Action is not a claim to which section 5.1(2) applies and is to be released hereunder.
- (b) The Sanction and Vesting Order will enjoin on the Plan Implementation Date the prosecution, whether directly, derivatively or otherwise, of any Claim, obligation, suit, judgment, damage, demand, debt, right, cause of action, liability or interest released, discharged, compromised or terminated pursuant to the Plan.

- (c) Nothing in the Plan shall be interpreted as restricting the application of Section 21 of the CCAA.

9.1 Injunction

On the Plan Implementation Date, all Persons (regardless of whether or not such Persons are Creditors), together with their respective affiliates, present and former officers, directors, employees, associated individuals, auditors, financial advisors, legal counsel, other professionals, sureties, insurers, indemnitees, agents, dependents, heirs, representatives and assigns, as applicable, are permanently and forever barred, estopped, stayed and enjoined, with respect to all Claims against the Monitor and the Domfoam Released Parties, from (i) commencing, conducting, or continuing in any manner, directly or indirectly, any action, suits, demands or other proceedings of any nature of kind whatsoever against the Monitor and the Domfoam Released Parties; (ii) levying, attaching, collecting or otherwise recovering or enforcing by any manner or means, directly or indirectly, any judgment, award, decree or order against the Monitor and the Domfoam Released Parties; (iii) commencing, conducting or continuing in any manner, directly or indirectly, any action, suits, or damages, including without limitation, by way of contribution or indemnity or other relief, in common law, or in equity, or under the provisions of any statute or regulation, or other proceedings of any nature or kind whatsoever (including, without limitation, any proceeding in a judicial, arbitral, administrative or other forum) against any Person who makes such a claim or might reasonably be expected to make such a claim in any manner or forum, against one or more of the Domfoam Released Parties or the Monitor; (iv) creating, perfecting, asserting or otherwise enforcing, directly or indirectly, any lien or encumbrance of any kind; or (v) taking any actions to interfere with the implementation or consummation of this Plan.

ARTICLE 10 - COMPLETION OF PLAN

10.1 Monitor's Certificate

Upon the Monitor being satisfied that there is no likelihood of additional funds becoming available for distribution to Creditors under the Polyols Settlement or otherwise, the Monitor shall file with the Ontario Court a certificate confirming that there are no further distributions to be made to Creditors, and that the Plan is completed to the satisfaction of the Monitor.

10.2 Discharge and release of the Monitor

On the Plan Completion Date, and subject to the Sanction Order and any other Orders, the Monitor shall be discharged and released and shall have no further obligations or responsibilities. For clarity, nothing in this Plan shall discharge the Monitor from its duties related to Valle Foam or A-Z Foam.

ARTICLE 11 - GENERAL PROVISIONS

11.1 Plan Amendment

The Applicant reserves the exclusive right to amend this Plan, in a written document filed with the Ontario Court, at any time prior to the Plan Implementation Date, provided that:

- (a) if the amendment is made before or during the Meetings, prior to the vote being taken to approve the Plan, the Applicant shall, subject to the Meeting Order:
 - (i) give notice to all Proven Creditors of the details of any amendment that renders the Plan less favourable to such Proven Creditors; and
 - (ii) may, in its entire discretion, give notice to Proven Creditors absent from a Meeting, of the details of any amendment that does not render the Plan less favourable to them.
- (b) if the Monitor, acting reasonably and in good faith, determines that the amendment is of a technical or administrative nature that would not be materially prejudicial to the interests of any of the Proven Creditors under the Plan, subject to the Meeting Order, and is necessary in order to give effect to the substance of the Plan or the Sanction Order, the Applicant need not give notice to Proven Creditors or obtain a further Order in connection therewith, regardless of whether the amendment is made prior to or subsequent to the vote on the Plan, or prior to or subsequent to the Sanction Order, if granted;
- (c) after the Approval Meeting, any other amendment may only be made if approved by the Ontario Court; and
- (d) any supplementary plan or plans of compromise or arrangement filed by the Applicant with the Ontario Court and, if required by this Section 11.1, approved by the Ontario Court, shall, for all purposes be a part of and incorporated into this Plan.

11.2 Severability

In the event that any provision in this Plan is held by the Ontario Court to be invalid, void or unenforceable, this Plan shall be null and void in all respects, with effect in accordance with Section 11.3 hereof.

11.3 Termination

At any time prior to the Plan Implementation Date, the Applicant may, subject to further order of the Ontario Court, determine not to proceed with this Plan notwithstanding any prior approvals given at the Meeting or the obtaining of the Sanction Order.

If the conditions precedent to implementation of this Plan are not satisfied, if the Applicant determines not to proceed with this Plan, if the Ontario Court holds any provision of this Plan to be invalid, void or unenforceable or if the Sanction Order is not issued by the Ontario Court:

- (a) this Plan shall be null and void in all respects;
- (b) any document or agreement executed pursuant to this Plan shall be deemed null and void;

and

- (c) nothing contained in this Plan, and no act taken in preparation for the consummation of this Plan, shall:
 - (i) constitute or be deemed to constitute a waiver or release of any Creditor Claims or any defenses thereto by or against the Applicant or any other Person;
 - (ii) prejudice in any manner the rights of any of the Creditors, or any other Person in any further proceedings involving the Applicant or the Domfoam Released Parties; or
 - (iii) constitute an admission of any sort by any of the Creditors, the Applicant, the Monitor, or any other Person.

11.4 Paramountcy

From and after the Plan Implementation Date, any conflict between: (a) this Plan; and (b) any information statement or summary in respect of this Plan, or the covenants, warranties, representations, terms, conditions, provisions or obligations, express or implied, of any contract, mortgage, security agreement, indenture, loan agreement, commitment letter, document or agreement, written or oral, and any and all amendments and supplements thereto existing between the Applicant and any Creditor or other Person as at the Plan Implementation Date will be deemed to be governed by the terms, conditions and provisions of this Plan and the Sanction Order, which shall take precedence and priority.

11.5 Responsibilities of the Monitor

The Monitor is acting in its capacity as Monitor in the CCAA Proceedings, and it will not be responsible or liable for any obligations of the Applicant hereunder. The Monitor will have only those powers granted to it by this Plan, by the CCAA and by any Order of the Ontario Court in the CCAA Proceedings, including the Initial CCAA Order.

11.6 Deeming Provisions

In this Plan, the deeming provisions are not rebuttable and are conclusive and irrevocable.

11.7 Notices

Any notice or communication to be delivered hereunder shall be in writing and shall reference this Plan and may, subject as hereinafter provided, be made or given by personal delivery or by fax addressed to the respective parties as follows:

- (a) if to the Applicant or to the Monitor:

- (b) if to a Creditor:

to the address specified in the Proof of Claim, or Proof of Creditor Claim filed by that Creditor or, if none has been specified, to such other address at which the notifying party may reasonably believe that the Creditor may be contacted;

or to such other address as any party may from time to time notify the others in accordance with this Section 11.7. All such notices and communications that are personally delivered shall be deemed to have been received on the date of delivery. Any such notices and communications that are faxed shall be deemed to be received on the date faxed if sent before 5:00 p.m. Eastern Time on a Business Day and otherwise shall be deemed to be received on the Business Day next following the day upon which such fax was sent. Any notice or other communication sent by mail shall be deemed to have been received on the fifth Business Day after the date of mailing. The unintentional failure to give a notice contemplated hereunder shall not invalidate any action taken by any Person pursuant to this Plan.

11.8 Successors and Assigns

The rights, benefits and obligations of any Person named or referred to in this Plan shall be binding on, and shall inure to the benefit of, any heir, executor, trustee, administrator, successor or assign of such Person.

11.9 Further Assurances

Notwithstanding that the transactions and events set out in this Plan shall be deemed to occur without any additional act or formality other than as set out herein, each of the Persons affected hereby shall make, do and execute or cause to be made, done or executed all such further acts, deeds, agreements, transfers, assurances, instruments, documents or discharges as may be reasonably required by the Monitor in order to implement and give effect to this Plan.

11.10 Governing Law

This Plan shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein, without regard to any conflict of law provision that would require the application of the law of any other jurisdiction. In the event of any dispute or issue in connection with, or related to, the interpretation, application or effect of this Plan, such dispute or issue shall be subject to the exclusive jurisdiction of the Ontario Court.

Dated at Toronto, Ontario, as of this 23rd day of August, 2016.

EXHIBIT F

SCHEDULE "A"

Court File No. CV-12-9545-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE)	MONDAY, THE 29 TH DAY
)	
JUSTICE NEWBOULD)	OF AUGUST, 2016

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 3113736 CANADA LTD. 4362063 CANADA LTD., and
A-Z SPONGE & FOAM PRODUCTS LTD.

(the "Applicants")

MEETING ORDER

THIS MOTION made by the Applicants pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. c-36, as amended (the "CCAA") for an order, *inter alia*, (a) accepting the filing of the Plan of Compromise and Arrangement pursuant to the CCAA filed by 4362063 Canada Ltd. (formerly Domfoam International Inc.) (the "Applicant") dated July 30, 2016, (b) authorizing the Applicant to establish one class of Creditors for the purpose of considering and voting on the Plan, (c) authorizing the Applicant to call, hold and conduct a meeting of the Creditors (the "**Meeting**") to consider and vote on a resolution to approve the Plan; (d) approving the procedures to be followed with respect to the calling and conduct of the Meeting; and (e) setting the date for the hearing of the Applicant's motion seeking sanction of the Plan, was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Affidavit of Tony Vallecoccia sworn August 23, 2016 and the exhibits thereto (the "**Vallecoccia Affidavit**") and the Fourteenth Report of Deloitte & Touche Inc., now known as Deloitte Restructuring Inc. (the "**Fourteenth Report**") in its capacity as the Court-appointed monitor (the "**Monitor**") of the Applicants, and on hearing the submissions of counsel for the Applicant, the Monitor and all other counsel listed on the counsel slip, no one

appearing for any other person on the service list, although properly served as appears from the Affidavit of Service of Alexandra Teodorescu sworn August 23, 2016, filed:

SERVICE

1. **THIS COURT ORDERS** that the time for service of the Notice of Motion, the Motion Record and the Fourteenth Report is hereby abridged and validated and this Motion is properly returnable today without further service or notice thereof.

DEFINITIONS

2. **THIS COURT ORDERS** that, unless otherwise noted, capitalized terms shall be as defined in this Order or in the Plan (as it may be amended in accordance with its terms), which is attached as Exhibit "B" to the Vallecoccia Affidavit.

STAY EXTENSION

3. **THIS COURT ORDERS** that the Stay Period of the Initial Order of Justice Newbould dated January 12, 2012 and as subsequently extended by, *inter alia*, the Order of Justice Newbould dated February 25, 2016, is hereby extended from August 30, 2016 to and including January 30, 2017.

MONITOR'S ROLE

4. **THIS COURT ORDERS** that the Monitor, in addition to its prescribed rights and obligations under (i) the CCAA, (ii) the Initial Order of this Court dated January 12, 2012, as amended and restated (the "**Initial Order**"), and (iii) the Claims Process Order, is hereby authorized to take such other actions and fulfill such other roles as are authorized by this Meeting Order.

5. **THIS COURT ORDERS** that: (i) in carrying out the terms of this Meeting Order, the Monitor shall have all the protections given to it by the CCAA, the Initial Order, the Claims Procedure Order, and as an officer of the Court; (ii) the Monitor shall incur no liability or obligation as a result of carrying out the provisions of this Meeting Order, save and except for any gross negligence or wilful misconduct on its part; (iii) the Monitor shall be entitled to rely on

the books and records of the Applicants and any information provided the Applicants without independent investigation; and (iv) the Monitor shall not be liable for any claims or damages resulting from any errors or omissions in such books, records or information.

PLAN OF COMPROMISE AND ARRANGEMENT

6. **THIS COURT ORDERS** that the Plan is hereby accepted for filing with the Court, and the Applicant is authorized to seek approval of the Plan by the Creditors at the Meeting (as defined below) in the manner set forth in this Order.

7. **THIS COURT ORDERS** that the Applicant is hereby authorized to amend, modify and/or supplement the Plan, provided that any such amendment, modification or supplement shall be made in accordance with the terms of Section 11.1 of the Plan.

NOTICE OF MEETING

8. **THIS COURT ORDERS** that each of the following in substantially the forms attached as Schedules "A" and "B" to this Meeting Order are hereby approved:

(a) the Notice of Meeting of Creditors (as defined below) (the "**Notice of Meeting**");

(b) the form of proxy for Creditors (the "**Creditor Proxy**");

(together with the Fourteenth Report, Plan and Meeting Order, the "**Creditors' Information Package**").

9. **THIS COURT ORDERS** that, notwithstanding paragraph 8 above, the Applicant and the Monitor may from time to time make such minor changes to the documents in the Creditors' Information Package as the Applicant and the Monitor consider necessary or desirable or to conform the content thereof to the terms of the Plan, this Order or any further Orders of the Court, including the changes necessary to confirm the date, time and location of the Meeting and the Sanction Hearing.

10. **THIS COURT ORDERS** that, as soon as practicable after the granting of this Order, the Monitor shall cause a copy of the Creditors Information Package, this Order, and the Monitor's Fourteenth Report to be posted on <http://www.deloitte.com/ca/vallefoam> (the "**Monitor's**

Website”). The Monitor shall ensure that the Creditors’ Information Package remains posted on the Monitor’s Website until at least one (1) Business Day after the Plan Implementation Date.

11. **THIS COURT ORDERS** that, as soon as practicable after the granting of this Order, the Monitor shall send the Creditors’ Information Package to all Creditors (or their counsel) known to the Monitor and the Applicant as of the date of this Order, by regular mail, facsimile, courier or e-mail at the last known address (including fax number or e-mail address) for such Creditors (or their counsel) set out in the proof of claim submitted by the respective Creditor.

12. **THIS COURT ORDERS** that, as soon as practicable following the receipt of a request therefor, the Monitor shall send a copy of the Creditors’ Information Package by registered mail, facsimile, courier or e-mail, to each Creditor who, no later than three (3) Business Days prior to the Meeting (or any adjournment thereof), makes a written request for it.

13. **THIS COURT ORDERS** that, as soon as practicable after the granting of this Order, the Monitor shall use reasonable efforts to cause the Notice of Meeting to be published for a period of one (1) Business Day in the *Globe and Mail* (National Edition), provided that the Monitor shall be entitled to make such amendments or abridgments to the Notice of Meeting as are reasonable, in its discretion, for the purpose of publishing the Notice of Meeting in such newspapers.

NOTICE SUFFICIENT

14. **THIS COURT ORDERS** that the provision of notice in the manner set out in paragraphs 8 to 13 above shall constitute good and sufficient service of this Order, the Plan, the Proxies and the Notice of Meeting on all Persons who may be entitled to receive notice thereof, or who may wish to be present in person or by proxy at the Meeting or in these proceedings, and no other form of notice or service need be made on such Persons and no other document or material need be served on such Persons in respect of these proceedings. Service shall be effective, in the case of mailing, three (3) Business Days after the date of mailing, in the case of service by courier, on the day after the courier was sent, in the case of any means of transmitted, recorded or electronic communication, when dispatched or delivered for dispatch and in the case of service by fax or e-

mail, on the day the fax or e-mail was transmitted, unless such day is not a Business Day, or the fax or e-mail transmission was made after 5:00 p.m., in which case, on the next Business Day.

15. **THIS COURT ORDERS** that the non-receipt of a copy of the Creditors' Information Package beyond the reasonable control of the Monitor, or any failure or omission to provide a copy of the Creditors' Information Package as a result of events beyond the reasonable control of the Monitor (including, without limitation, any inability to use postal services or lack of available contact information) shall not constitute a breach of this Order, and shall not invalidate any resolution passed or proceedings taken at the Meeting, but if any such failure or omission is brought to the attention of the Monitor, then the Monitor shall use reasonable efforts to rectify the failure or omission by the method and in the time most reasonably practicable in the circumstances.

THE MEETING

16. **THIS COURT ORDERS** that the Applicant is hereby authorized to call, hold and conduct a Meeting of the Creditors at the offices of counsel for the Applicant, Blaney McMurtry LLP, 1500-2 Queen Street East, Toronto, Ontario, M5C 3G5 or such other location as may be approved by the Monitor, on September 19, 2016, at 10:00 a.m. (Toronto Time) (the "**Meeting**"), or as adjourned to such place and time as the Chair or Monitor may determine in accordance with paragraph 33 hereof, for the purposes of considering and voting on the resolution to approve the Plan and transacting such other business as may be properly brought before the Meeting.

17. **THIS COURT ORDERS** that the only Persons entitled to notice of, attend or speak at the Meeting are the Creditors with Proven Claims or Unconfirmed Voting Claims (or their respective duly appointed proxyholders), the Monitor, the Applicants, all such parties' financial and legal advisors, the Chair, Secretary, and the Scrutineers (each as defined below). Any other Person may be admitted to the Meeting only by invitation of the Applicant or the Chair.

UNSECURED CREDITORS CLASS

18. **THIS COURT ORDERS** that, for the purposes of voting at the Meeting, each Creditor with a Proven Claim shall be entitled to one vote in a single class of Creditors ("**Creditor Class**").

19. **THIS COURT ORDERS** that notwithstanding anything to the contrary in paragraph 18 in the event that a Creditor holds a Claim that is an Unconfirmed Voting Claim as at the date of the Meeting, such Creditor may attend the Meeting, and such Unconfirmed Voting Claim may be voted at the Meeting by such Creditor (or its duly appointed proxyholder) in accordance with the provisions of this Order, without prejudice to the rights of the Applicant, the Monitor or the holder of the Unconfirmed Voting Claim with respect to the final determination of the Unconfirmed Voting Claim, and such vote shall be separately tabulated as provided herein, provided that votes cast in respect of any Unconfirmed Voting Claim shall not be counted for any purpose, unless, until and only to the extent that such Unconfirmed Voting Claim is finally determined to be a Proven Claim.

20. **THIS COURT ORDERS** that, subject to paragraph 26, the only Persons entitled to vote at the Meeting in person or by proxy are Creditors with Proven Claims or Unconfirmed Voting Claims.

21. **THIS COURT ORDERS** that, for the purposes of voting at the Meeting, the value of a vote cast by any Creditor shall be deemed equal to his, her or its Proven Claim.

VOTING BY PROXIES

22. **THIS COURT ORDERS** that all Creditor Proxies submitted in respect of the Meeting (or any adjournments thereof) must be (a) received by the Monitor by 10:00 a.m. (Toronto Time) at least one (1) Business Day prior to the Meeting; and (b) in substantially the form attached to this Meeting Order as Schedule "B", or in such other form acceptable to the Monitor or the Chair. The Monitor is hereby authorized to use reasonable discretion as to the adequacy of compliance with respect to the manner in which any Proxy is completed and executed, and may waive strict compliance with the requirements in connection with the deadlines imposed in connection therewith.

23. **THIS COURT ORDERS** that for the purpose of tabulating the votes cast on any matter that may come before the Meeting, the Chair shall be entitled to rely on any vote cast by a holder of a Proxy that has been duly submitted to the Monitor in the manner set forth in this Order without independent investigation.

24. **THIS COURT ORDERS** that if an officer of the Monitor is appointed or is deemed to be appointed as proxyholder and the Creditor fails to indicate on its Proxy whether to vote for or against approval of the Plan or to abstain from voting on the Plan, the Proxy shall be voted FOR approval of the Plan and any amendments thereto.

25. **THIS COURT ORDERS** that paragraphs 22 to 24 and the instructions contained in the Proxies shall govern the submission of such documents and any deficiencies in respect of the form or substance of such documents filed with the Monitor.

TRANSFERS OR ASSIGNMENTS OF CLAIMS

26. **THIS COURT ORDERS** that a Creditor may transfer or assign the whole of its Claim prior to the Meeting. If a Creditor transfers or assigns the whole of its Claim to another Person, such transferee or assignee shall not be entitled to attend and vote the transferred or assigned Claim at the Meeting unless (i) the assigned Claim is a Proven Claim or an Unconfirmed Voting Claim, or a combination thereof, and (ii) satisfactory notice of and evidence of such transfer or assignment has been delivered to the Monitor in accordance with the Claims Process Order not less than two Business Days prior to the date of the Meeting.

ENTITLEMENT TO VOTE AT THE MEETING

27. **THIS COURT ORDERS** that, for greater certainty, and without limiting the generality of anything in this Order, a Person holding an Unaffected Claim is not entitled to vote on the Plan in respect of such Unaffected Claim at the Meeting and, except as otherwise permitted herein, shall not be entitled to attend the Meeting.

28. **THIS COURT ORDERS** that, notwithstanding anything to the contrary herein, any Person with an Equity Claim shall have no right to, and shall not, vote at the Meeting in respect of such Claim and, except as otherwise permitted herein, shall not be entitled to attend the Meeting.

PROCEDURE AT THE MEETING

29. **THIS COURT ORDERS** that a representative of the Monitor, designated by the Monitor, shall preside as the chair of the Meeting (the “**Chair**”) and, subject to this Order or any further Order of the Court, shall decide all matters relating to the conduct of the Meeting.

30. **THIS COURT ORDERS** that a Person designated by the Monitor shall act as secretary at the Meeting (the “**Secretary**”).

31. **THIS COURT ORDERS** a Creditor with a Proven Claim that is not an individual may only attend and vote at the Meeting if it has appointed a proxyholder to attend and act on its behalf at the Meeting.

32. **THIS COURT ORDERS** that the quorum required at the Meeting shall be one (1) Creditor with a Proven Claim present at the Meeting in person or by proxy.

33. **THIS COURT ORDERS** that the Meeting shall be adjourned to such date, time and place as may be designated by the Chair or the Monitor, if:

- (a) the requisite quorum is not present at the Meeting; or
- (b) prior to or during the Meeting, the Chair or the Monitor, in consultation with the Applicant, otherwise decides to adjourn the Meeting.

The announcement of the adjournment by the Chair at the Meeting (if the adjournment is during the Meeting), the posting of notice of such adjournment on the Monitor’s Website and written notice (including by e-mail) to the Service List shall constitute sufficient notice of the adjournment and neither the Applicant nor the Monitor shall have any obligation to give any other or further notice to any Person of the adjourned Meeting.

34. **THIS COURT ORDERS** every question submitted to the Meeting, except to approve the Plan resolution, shall be decided by a vote of a majority in value of the Creditors with Proven Claims present in person or by proxy at the Meeting.

35. **THIS COURT ORDERS** that the Chair be and is hereby authorized to direct a vote at the Meeting, by such means as the Chair may consider appropriate, with respect to: (i) a

resolution to approve the Plan and any amendments thereto; and (ii) any other resolutions as the Chair may consider appropriate in consultation with the Applicant.

36. **THIS COURT ORDERS** that the Monitor shall keep separate tabulations of votes cast at the Meeting in respect of:

- (a) Proven Claims; and
- (b) Unconfirmed Voting Claims, if applicable.

37. **THIS COURT ORDERS** that following the votes at the Meeting, the Monitor shall tabulate the votes and the Monitor shall determine whether the Plan has been approved by the required majority of Creditors.

38. **THIS COURT ORDERS** that the Monitor shall file a report with this Court after the Meeting or any adjournment thereof, as applicable, with respect to the results of the votes, including:

- (a) whether the Plan has been approved by the required majority of the Creditor Class; and
- (b) whether the votes cast in respect of Unconfirmed Voting Claims, if applicable, would affect the result of that vote.

39. **THIS COURT ORDERS** that a copy of the Monitor's Report regarding the Meeting shall be posted on the Monitor's Website prior to the Sanction Hearing (as defined below).

40. **THIS COURT ORDERS** that the result of any vote conducted at the Meeting shall be binding upon all Creditors, whether or not any such Creditor was present or voted at the Meeting.

SANCTION HEARING AND ORDER

41. **THIS COURT ORDERS** that if the Plan is accepted by the required majority in the Creditor Class, the Applicant is authorized to bring a motion seeking the Sanction Order on a date to be determined by this Court (the "**Sanction Hearing**").

42. **THIS COURT ORDERS** that service of the Notice of Meeting and the posting of this Order to the Monitor's Website pursuant to paragraphs 8 to 13 hereof shall constitute good and sufficient service of notice of the Sanction Hearing upon all Persons who may be entitled to receive such service and no other form of service or notice need be made on such Persons and no other materials need be served on such Persons in respect of the Sanction Hearing unless they have asked to be included on the Service List in these proceedings.

43. **THIS COURT ORDERS** that any Person (other than the Applicant or the Monitor) that is not on the Service List for the within motion and that is wishing to receive materials and appear at the Sanction Hearing, shall serve upon the lawyers for each of the Applicant and the Monitor a request to be added to the Service List in these proceedings by no later than 5:00 p.m. (Toronto Time) on the date that is seven (7) days prior to the Sanction Hearing.

44. **THIS COURT ORDERS** that any Person who wishes to oppose the motion for the Sanction Order shall serve upon the lawyers for each of the Applicant and the Monitor and upon all other parties on the Service List, and file with this Court, a copy of the materials to be used to oppose the motion for the Sanction Order by no later than 5:00 p.m. (Toronto Time) on the date that is three (3) days prior to the Sanction Hearing.

45. **THIS COURT ORDERS** that the Applicant is authorized to adjourn the Sanction Hearing with the prior consent of the Monitor, and if the Sanction Hearing is adjourned, only those Persons who are listed on the Service List (including those Persons who have complied with paragraph 43 of this Order) shall be served with notice of the adjourned date of the Sanction Hearing.

GENERAL

46. **THIS COURT ORDERS** that the Applicant and the Monitor may, in their discretion, generally or in individual circumstances, waive in writing the time limits imposed by this Order if each of the Applicant and the Monitor deem it advisable to do so, without prejudice to the requirement that all other Persons must comply with the terms of this Order.

47. **THIS COURT ORDERS** that any notice or other communication to be given pursuant to this Order by or on behalf of any Person shall be in writing and will be sufficiently given only if by mail, courier, e-mail, fax or hand-delivery addressed to:

(a) in the case of the Applicant:

Blaney McMurtry LLP
1500-2 Queen Street East
Toronto, ON M5C 3G5

Attention: David Ullmann
Fax: (416) 594-2437
Email: dullmann@blaney.com

(b) in the case of the Monitor:

Deloitte Restructuring Inc.
181 Bay Street, Suite 1400
Toronto, ON M5J 2V1

Attention: Catherine Hristow
Email: christow@deloitte.ca
With an e-mail copy to: paucasey@deloitte.ca

with a copy to:

Thornton Grout Finnigan LLP
100 Wellington Street West, Suite 3200
Toronto, Ontario M5K 1K7
Attention: Grant B. Moffat and Leanne M. Williams
Fax: (416) 304-1313
Email: gmoffat@tgf.ca
lwilliams@tgf.ca

48. **THIS COURT ORDERS** that notwithstanding any provision herein to the contrary, the Monitor shall be entitled to rely upon any communication given pursuant to this Order (including any delivery of Proxies).

49. **THIS COURT ORDERS** that the Applicant or the Monitor may from time to time apply to this Court to amend, vary, supplement or replace this Order or for advice and directions

concerning the discharge of their respective powers and duties under this Order or the interpretation or application of this Order.

50. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or outside Canada to give effect to this Order and to assist the Applicant, the Monitor and their respective agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Applicant and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Monitor in any foreign proceeding, or to assist the Applicant and the Monitor and their respective agents in carrying out the terms of this Order.

51. **THIS COURT ORDERS** that this Order and all of its provisions are effective as of 12:01 a.m. on the date of this Order.

SCHEDULE "A"

NOTICE OF MEETING OF CREDITORS AND SANCTION HEARING

**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
3113736 CANADA LTD. 4362063 CANADA LTD., and A-Z SPONGE & FOAM
PRODUCTS LTD.**

NOTICE IS HEREBY GIVEN THAT that a plan of compromise and arrangement (the "**Plan**") has been filed with the Ontario Superior Court of Justice Commercial List (the "**Court**") in respect of 4362063 Canada Ltd. (formerly Domfoam International Inc.) ("**Domfoam**") pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended.

NOTICE IS ALSO HEREBY GIVEN that a meeting (the "**Meeting**") of a single class of Creditors (as defined in the Plan) will be held at the offices of Blaney McMurtry LLP on September 19, 2016, at 10:00 a.m. (Toronto Time), (or such other date as may be set and announced in accordance with the Meeting Order, as defined below), for the purpose of considering and voting upon the Plan filed by Domfoam.

The Meeting is being held pursuant to the Order of the Ontario Superior Court of Justice Commercial List (the "**Court**") made on August 29, 2016 (the "**Meeting Order**"). A copy of the Meeting Order and the Plan can found on the website of the Court-appointed monitor, Deloitte & Touche Inc., now known as Deloitte Restructuring Inc. (the "**Monitor**"): www.deloitte.com/ca/vallefoam

NOTICE IS ALSO HEREBY GIVEN that Domfoam has set a date for a Court hearing on 10:00 a.m. (Toronto Time) on _____ at the Court at 330 University Avenue, Toronto, Ontario, at which time Domfoam will ask the Court to approve the Plan, if the Plan was approved by the requisite majorities of the Creditors at the Meeting.

Creditors should receive an information package and important forms for completion and submission with respect to the Meeting. If you do not, please contact the Monitor at the address listed below. To cast a vote at the Meeting, Creditors should follow the procedures set out in the Meeting Order. Creditors may attend the Meeting in person or may submit the proxy included in the information package as per the terms outlined therein.

The Monitor's contact details for additional information or materials relating to the Meeting is:

Deloitte Restructuring Inc.
181 Bay Street, Suite 1400
Toronto, ON M5J 2V1

Attention: Catherine Hristow
Email: christow@deloitte.ca
With an e-mail copy to: paucasey@deloitte.ca

SCHEDULE "B"

FORM OF PROXY FOR THE MEETING OF CREDITORS
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
3113736 CANADA LTD. 4362063 CANADA LTD., and A-Z SPONGE & FOAM
PRODUCTS LTD.

Before completing this form of proxy (the "**Proxy**") please read carefully the accompanying instructions for information respecting the proper completion and return of this Proxy.

THIS PROXY MUST BE COMPLETED, SIGNED, DATED AND PROVIDED TO DELOITTE RESTRUCTURING INC. (THE "**MONITOR**") SO THAT THEY ARE RECEIVED BY 10:00 A.M. (TORONTO TIME) ON SEPTEMBER 16, 2016 (BEING ONE (1) BUSINESS DAY PRIOR TO THE MEETING) IF ANY PERSON ON BEHALF OF THE CREDITOR IS TO ATTEND THE MEETING AND VOTE ON THE PLAN OR IF THE CREDITOR WISHES TO APPOINT AN OFFICER OF THE MONITOR TO ACT AS THE CREDITOR'S PROXY.

Capitalized terms used and not otherwise defined herein have the meaning ascribed to them in the Plan of Compromise and Arrangement of 4362063 Canada Ltd. (formerly Domfoam International Inc.) ("**Domfoam**") dated August 23, 2016 (as may be amended, restated or supplemented from time to time, the "**Plan**") filed pursuant to the *Companies' Creditors Arrangement Act* with the Ontario Superior Court of Justice Commercial List (the "**Court**") in the City of Toronto in the Province of Ontario or in the order granted by the Court on August 29, 2016 (the "**Meeting Order**").

The Creditor, as the holder of a Proven Claim and/or an Unconfirmed Voting Claim that may be voted and tabulated separately at the Meeting in accordance with the Meeting Order, hereby revokes all proxies previously given and nominates, constitutes and appoints _____ or, instead of the foregoing, a representative of the Monitor, as proxyholder, with full power of substitution, to attend, vote and otherwise act for and on behalf of the Creditor at the Meeting and any adjournment(s) thereof. Without limiting the generality of the power hereby conferred, the persons named as proxyholders are specifically directed to vote as follows:

1) (mark one only)

- ☐ VOTE **FOR** approval of the Plan;
- ☐ VOTE **AGAINST** approval of the Plan; or
- ☐ ABSTAIN from voting on the Plan.

2) Vote at the proxyholder's discretion and otherwise act for and on behalf of the undersigned Creditor with respect to any amendments to the Plan and to any other matters that may come before the Meeting or any other adjournment thereof.

Dated this _____ day of September, 2016.

Name of the Creditor (Please Print)

Signature of Witness

Signature of the Creditor or Attorney
authorized in writing or, if the Creditor is a
corporation, signature of a duly authorizes
signing officer of the corporation.

Title of the authorized signing officer of the
Creditor

Mailing address of the Creditor:

Telephone number of the Creditor:

- 4 -

Facsimile number of the Creditor:

Email address of the Creditor:

INSTRUCTIONS FOR COMPLETION OF THE PROXY

- 1) This proxy should be read in conjunction with the Plan and Meeting Order.
- 2) Each Creditor who has a right to vote at the Meeting has the right to appoint a person to attend, act and vote for and on behalf of the Creditor and such right may be exercised by inserting in the space provided the name of the person to be appointed. If no name has been inserted in the space provided, the Creditor will be deemed to have appointed a representative of the Monitor as the Creditor's proxyholder.
- 3) A Creditor who has given a proxy may revoke it (as to any matter on which a vote has not already been cast pursuant to its authority) by delivering written notice to the Monitor prior to the commencement of the Meeting or any adjournment or postponement of the Meeting.
- 4) If this Proxy is not dated in the space provided, it shall be deemed to be dated on the date it is received by the Monitor.
- 5) If an officer of the Monitor is appointed or is deemed to be appointed as proxyholder and the Creditor fails to indicate on the Proxy whether it wishes to vote for or against approval of the Plan or whether it wishes to abstain from voting on the Plan, **the Creditor will be deemed to have instructed its proxyholder to vote FOR approval of the Plan, including any amendments thereto.**
- 6) If more than one valid Proxy for the same Creditor is received the Proxy bearing the later date shall govern and the earlier-dated Proxy shall be revoked. If more than one valid Proxy for the same Creditor and bearing or deemed to bear the same date are received with conflicting instructions, such Proxies will be treated as disputed Proxies and shall not be voted.
- 7) This Proxy must be signed by the Creditor or by a person duly authorized (by power of attorney) to sign on the Creditor's behalf or, if the Creditor is a corporation, by a duly authorized officer or attorney of the corporation.
- 8) In order to appoint the Monitor as your proxy, this Proxy, once completed, dated and signed, should be sent in advance to the Monitor, by prepaid ordinary mail, registered mail, courier, personal delivery, facsimile transmission or email at the address set out below and must be received by the Monitor by no later than 10:00 a.m. (Toronto Time) on September 16, 2016, being one (1) Business Day before the Meeting.
- 9) If you wish to appoint any person other than the Monitor as your proxy, you may either send the proxy to the Monitor at the address listed below before 10:00 a.m. (Toronto Time) on September 1, 2016, being one (1) Business Day before the Meeting.

Address of the Monitor:

Deloitte Restructuring Inc.
181 Bay Street, Suite 1400
Toronto, ON M5J 2V1

Attention: Catherine Hristow
Email: christow@deloitte.ca
With an e-mail copy to: paucasey@deloitte.ca

EXHIBIT G

**Deloitte Restructuring Inc., CCAA Monitor of
3113736 Canada Ltd.
(formerly Valle Foam Industries (1995) Inc.)
Statement of Receipts and Disbursements
For the period March 29, 2012 to August 23, 2016**

Receipts

Sale of assets	\$ 1,560,000.00
Accounts Receivable - Collected by Purchaser	3,721,223.31
Accounts Receivable - Collected by Applicants	150,609.95
Reimbursement of Legal Fees (net of payment of post-filing obligations)	631,451.21
Insurance Refund	51,297.00
Interest Earned	188,862.99
Class Action Settlement (net)	383,754.65
Loan Repayment & Interest from 4362063 Canada Ltd.	838,261.00
Total cash receipts	<u>\$ 7,525,460.11</u>

Disbursements

Holdback for Administrative Charge	225,000.00
Holdback for Directors' Charge	200,000.00
CCAA Monitor's Fees	251,774.48
HST on CCAA Monitor's Fees	32,730.67
Legal Fees and Disbursements	897,855.47
HST Paid on Legal and Disbursements	108,245.81
Other Disbursements (Newspaper Notices, Bank Charges)	5,809.54
HST on Disbursements	797.26
PST Paid on D&O Premium	2,070.00
D&O Insurance premium	25,875.00
Post-filing Claims Paid	168,255.98
Dividend Payments	5,585,546.00
Total cash disbursements	<u>\$ 7,503,960.21</u>

Cash on hand as at August 23, 2016	<u><u>\$ 21,499.90</u></u>
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Continuity of Administration Charge and Directors' Charge Holdbacks:

Administration Charge:

Valle Foam Holdback	\$ 225,000.00
Disbursements for professional fees	(46,138.09)
	<u>\$ 178,861.91</u>

Directors' Charge:

Disbursements for D&O insurance, and for director's legal counsel	\$ 200,000.00
	(18,519.41)
Remaining Funds for Valle Foam Holdback and Directors Charge	<u>\$ 181,480.59</u>

EXHIBIT H

Exhibit H

**Deloitte & Touche Inc., CCAA Monitors of
4362063 Canada Ltd.
(formerly Domfoam International Inc.)
Statement of Receipts and Disbursements
For the period March 29, 2012 to August 23, 2016**

Receipts

Sale of assets	\$ 4,050,879.66
Funds received from Domfoam RBC bank accounts	296,932.86
Interest earned	93,162.54
Class Action Settlement (net)	258,274.62
Total cash receipts	\$ <u>4,699,249.68</u>

Disbursements

Holdback for Directors' Charge	1,000,000.00
CCAA Monitor's Fees	278,433.61
HST on CCAA Monitor's Fees	35,352.94
Legal Fees and Disbursements	1,458,622.95
HST Paid on Legal and Disbursements	116,457.34
Other Disbursements (Newspaper Notices, bank charges)	5,787.71
HST & QST on Disbursements	640.47
PST Paid on D&O Premium	2,070.00
D&O Insurance premium	25,875.00
Loan Payment & Interest to 3113736 Canada Ltd.	838,261.00
Total cash disbursements	\$ <u>3,761,501.02</u>

Cash on hand as at August 23, 2016	\$ <u><u>937,748.66</u></u>
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Continuity of Directors' Charge Holdback:

Directors Charge	\$ 1,000,000.00
Disbursements for D&O insurance, and for director's legal counsel	<u>14,351.00</u>
Remaining Funds for Directors Charge	<u><u>\$ 985,649.00</u></u>

EXHIBIT I

Exhibit I

**Deloitte Restructuring Inc., CCAA Monitor of
of A-Z Sponge & Foam Products Ltd.
Statement of Receipts and Disbursements
For the period March 29, 2012 to August 23, 2016**

Receipts

Sale of assets	\$ 842,278.49
Funds received from A-Z bank account	304,564.36
Insurance Refund	8,517.80
Interest Earned	23,095.48
Class Action Settlement (net)	36,783.38
Total cash receipts	\$ <u>1,215,239.51</u>

Disbursements

A-Z Foam Holdback for Administration Charge	50,000.30
CCAA Monitor's Fees	55,949.84
HST on CCAA Monitor's Fees	7,273.49
Legal Fees and Disbursements	311,166.49
HST Paid on Legal and Disbursements	23,633.17
Other Disbursements (Newspaper Notice, bank charges)	1,306.88
HST on Disbursements	272.50
PST Paid on D&O Premium	460.00
D&O Insurance premium	5,750.00
Post-filing claims paid	135,372.59
Dividend Payments	624,054.25
Total cash disbursements	\$ <u>1,215,239.51</u>
Cash on hand as at August 23, 2016	\$ <u><u>-</u></u>

Continuity of Administration Charge Holdback:

A-Z Foam Holdback (Note)	\$ 50,000.30
Expense paid	29,870.35
Remaining A-Z Foam Holdback	\$ <u><u>20,129.95</u></u>

Note: \$0.30 remaining after paying the dividends and was added to the holdback

EXHIBIT J

**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 3113736 CANADA LTD., 4362063 CANADA LTD., AND
A-Z SPONGE & FOAM PRODUCTS LTD.**

APPLICANTS

**AFFIDAVIT OF PAUL M. CASEY
(Unsworn)**

I, Paul M. Casey of the City of Toronto in the Province of Ontario, **MAKE OATH AND SAY AS FOLLOWS:**

1. I am a Chartered Professional Accountant, and Chartered Insolvency and Restructuring Professional qualified to practice in the Province of Ontario and am a Senior Vice President of Deloitte Restructuring Inc. ("Deloitte"), the Court-Appointed monitor (the "Monitor") of 3113736 Canada Ltd. (formerly Valle Foam Industries (1995) Inc. ("**Valle Foam**")), 4362063 Canada Ltd. (formerly Domfoam International Inc. ("**Domfoam**")) and A-Z Sponge & Foam Products Ltd. ("**A-Z Foam**") (collectively, the "**Applicants**" or the "**Companies**") and, as such, I have knowledge of the matters to which I hereinafter depose. Unless I indicate to the contrary, the facts herein are within my personal knowledge and are true. Where I have indicated that I have obtained facts from other sources, I believe those facts to be true.

2. Attached hereto as Exhibit "A" are true copies of the invoice for fees and disbursements incurred by Deloitte in the course of the CCAA administration of the Company between February 13, 2016 and August 19, 2016 (the "**Passing of Accounts Period**").

3. Attached hereto as Exhibit “B” is a schedule summarizing each invoice in Exhibit “A”, the total billable hours charged per invoice, the total fees charged per invoice and the average hourly rate charged per invoice.

4. The total fees of the Monitor during the Passing of Accounts Period amount to \$27,524.50, together with harmonized sales tax (“HST”) in the amount of \$3,578.19 totalling \$31,102.69.

5. To the best of my knowledge, the rates charged by Deloitte throughout the course of these proceedings are comparable to the rates charged by other accounting firms in the Toronto market for the provision of similar services.

6. The hourly billing rates outlined in Exhibit “A” to this affidavit are comparable to the hourly rates charged by Deloitte for services rendered in relation to similar proceedings.

7. The fees of the Monitor have been allocated on a percentage basis to Valle Foam, Domfoam and A-Z at 45%, 45% and 10% respectively as agreed with the Applicants.

8. Attached as Exhibit “A” to the Affidavit of Grant Moffat sworn and filed in support of the within motion are the full particulars of the fees and disbursements of Thornton Grout Finnigan LLP, counsel to the Monitor, which have been incurred during the period February 1, 2016 to July 31, 2016.

9. Thornton Grout Finnigan LLP rendered services throughout these proceedings in a manner consistent with instructions from the Monitor. The Monitor has approved all such accounts and I verily believe that the fees and disbursements of Thornton Grout Finnigan LLP are fair and reasonable in the circumstances.

10. I make this affidavit in support of a motion by the Monitor for, *inter alia*, approval of the fees and disbursements of the Monitor.

TO BE SWORN BEFORE ME

at the City of Toronto, in the
Province of Ontario this 29th
day of August, 2016

)
)
)
)

Paul M. Casey

)

A commissioner for taking oaths, etc.

EXHIBIT A

EXHIBIT “A”

REFERRED TO IN THE AFFIDAVIT OF PAUL M. CASEY
(To be Sworn on August 29, 2016)

Commissioner



Deloitte Restructuring Inc.
5140 Yonge Street
Suite 1700
Toronto ON M2N 6L7
Canada

Tel: 416-601-6150
Fax: 416-601-6151
www.deloitte.ca

Private and Confidential

3113736 Canada Ltd. (formerly Valle Foam Industries (1995) Inc.)
4362063 Canada Ltd. (formerly Domfoam International Inc.)
A-Z Sponge & Foam Products Ltd.
c/o Deloitte Restructuring Inc.
Bay Adelaide Centre, East Tower
22 Adelaide Street West, Suite 200
Toronto, ON M5H 0A9

Date: March 21, 2016
Invoice No: **4017971**
Client/Mandate No: 921001/1000001
Billing Partner: Paul Casey

HST Registration No: 122893605

Attention: **Mr. Paul Casey, CPA, CA, CIRP**
Senior Vice-President

Invoice

For professional services rendered in connection with Deloitte Restructuring Inc., acting as Court-Appointed Monitor under the *Companies' Creditors Arrangement Act* (R.S.C., 1985, c. C-36) ("CCAA") of 3113736 Canada Ltd. (formerly Valle Foam Industries (1995) Inc. ("**Valle Foam**")), 4362063 Canada Ltd. (formerly Domfoam International Inc. ("**Domfoam**")), and A-Z Sponge & Foam Products Ltd. ("**A-Z**") (collectively the "Companies") for the period from February 13 to March 11, 2016.

Date	Professional	Description	Hours
2/17/2016	Brown, Rose	Update statement of receipts and disbursements, reconcile general ledger to the bank accounts and send reports to C. Hristow.	2.2
2/18/2016	Hristow, Catherine	Review and revise court report; review statement of receipts and disbursements and revise same; correspondences with D. Ullmann regarding information for T. Vallecoccia's affidavit; prepare affidavit of fees.	4.5
2/18/2016	Brown, Rose	Correspondence with C. Hristow.	0.2
2/18/2016	Hristow, Catherine	Prepare letters for Ministry of Labour and Service Canada; correspondence with R. Brown.	0.2
2/19/2016	Hristow, Catherine	Correspondences with G. Moffat, P. Casey and R. Brown.	0.5
2/20/2016	Hristow, Catherine	Review comments from Thornton Grout Finnigan on draft court report; revise report and affidavit of fees.	0.5
2/22/2016	Bricks, Hartley	Review Thirteenth Report to the court and fee affidavit and provide C. Hristow with comments regarding same.	1.0

3113736 Canada Ltd. (formerly Valle Foam Industries (1995) Inc.)
4362063 Canada Ltd. (formerly Domfoam International Inc.)
A-Z Sponge & Foam Products Ltd.
c/o Deloitte Restructuring Inc.

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Date	Professional	Description	Hours
2/22/2016	Brown, Rose	Prepare and input journal entry for Domfoam; update statement of receipts and disbursements and send same to C. Hristow; telephone attendance with C. Hristow; record legal fee entries; meeting with P. Casey to discuss distribution to Ministry of Labour.	0.9
2/22/2016	Casey, Paul	Review affidavit of Vallecoccia, Monitor's Thirteenth Report; and statement of receipts and disbursements; multiple telephone calls/ email correspondence with legal counsel and C. Hristow; compile and swear affidavit of fees; meeting with R. Brown regarding prior Court approvals to support Ministry of Labour distribution and sign cheques,	3.5
2/22/2016	Hristow, Catherine	Email and telephone attendance with R. Brown regarding journal entries for professional fees and Domfoam general ledger; email correspondence with P. Casey regarding revised affidavit of fees; correspondences with G. Moffat; correspondence with R. Brown regarding cheques for Ministry of Labour and Service Canada; email J. Damon; prepare documentation to support the court report; email court report with associated documentation to P. Casey and H. Bricks; correspondence with H. Bricks; revise court report and send to P. Casey with comments; telephone attendance with P. Casey; email correspondence with R. Brown regarding posting of motion record and court report on the Monitor's website.	6.0
2/23/2016	Hristow, Catherine	Correspondences with P. Casey; review correspondence from Minden Gross regarding missing page and advise R. Brown to insert same in motion record being posted to the Monitor's website; email correspondences with G. Moffat and R. Slattery.	0.5
2/23/2016	Hristow, Catherine	Email correspondence with J. Ehrman of KJK regarding upcoming hearing on February 25th and documents available for download on the Monitor's website.	0.1
2/25/2016	Casey, Paul	Attendance at the Superior Court of Justice for stay extension hearing; follow up emails to C. Hristow and legal counsel.	2.0
2/25/2016	Hristow, Catherine	Email correspondence with J. Yoo regarding returned cheque from Casa Leather; correspondence with P. Casey.	0.1
2/26/2016	Hristow, Catherine	Review correspondence regarding Dow Chemical settlement; correspondence with J. Ehrman.	0.2
2/27/2016	Hristow, Catherine	Correspondence with R. Brown regarding posting order on the Monitor's website.	0.1
3/1/2016	Casey, Paul	Telephone attendance with G. Moffat regarding attendance in tax court regarding Revenu Quebec and Domfoam; correspondence with C. Hristow regarding same.	0.5
3/1/2016	Hristow, Catherine	Review motion material for Revenu Quebec tax court; correspondences with D. Ullmann and G. Moffat; correspondence with J. Saunders.	1.5

3113736 Canada Ltd. (formerly Valle Foam Industries (1995) Inc.)
4362063 Canada Ltd. (formerly Domfoam International Inc.)
A-Z Sponge & Foam Products Ltd.
c/o Deloitte Restructuring Inc.

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Date	Professional	Description	Hours
3/1/2016	Saunders, John	Email correspondence with C. Hristow regarding attending in tax court on March 3rd; telephone attendance with D. Ullman for briefing on issues; review Settlement Conference brief and other documents forwarded by C. Hristow.	1.5
3/2/2016	Casey, Paul	Telephone attendance with G. Moffat, and J. Saunders; review email exchange among counsel regarding tax court attendance.	1.2
3/2/2016	Saunders, John	Coordinate attendance at tax court with D. Ullman; review email correspondence; discussion with P. Casey.	1.2
3/3/2016	Casey, Paul	Email correspondence and telephone attendance with J. Saunders regarding tax court hearing and follow up; email legal counsel.	0.3
3/3/2016	Hristow, Catherine	Various email correspondences with G. Moffat regarding Revenu Quebec tax court hearing including potential dividend and post-filing claims; review recent court decision regarding input tax credits; correspondence with J. Saunders.	1.3
3/3/2016	Saunders, John	Review email correspondences from G. Moffat, D. Ullman and C. Hristow; attendance at settlement conference held at tax court; email update with P. Casey and C. Hristow on results.	2.7
3/8/2016	Hristow, Catherine	Discussion with J. Ehrman regarding moving of the Valle et al file to a new law firm.	0.2
3/9/2016	Brown, Rose	Renewal of Domfoam investment.	0.3
3/9/2016	Hristow, Catherine	Correspondence with R. Brown regarding Domfoam investment; email correspondence with J. Ehrman enclosing form approving moving Valle file to a new law firm.	0.2
3/10/2016	Hristow, Catherine	Review correspondence from G. Moffat to Revenu Quebec regarding comfort letter.	0.1

3113736 Canada Ltd. (formerly Valle Foam Industries (1995) Inc.)
 4362063 Canada Ltd. (formerly Domfoam International Inc.)
 A-Z Sponge & Foam Products Ltd.
 c/o Deloitte Restructuring Inc.

Page 4

Summary of Fees

Professional	Position	Hours	Rate	Fees
Paul Casey	Senior Vice President	7.5	700.00	5,250.00
Catherine Hristow	Vice President	16.0	625.00	10,000.00
Hartley Bricks	Vice President	1.0	625.00	625.00
John Saunders	Vice President	5.4	625.00	3,186.00
Rose Brown	Trust Administrator	3.6	180.00	648.00
Total hours and professional fees		33.5		19,709.00
Blended hourly rate			588.33	
HST @13%				2,562.17
			Total	\$22,271.17
			Less: Retainer Applied	(\$22,271.17)
Total Amount Due				\$ 0.00

Allocation of Fees

Entity	Professional Fees	Taxes	Total
Valle Foam Industries (1995) Inc. (45%)	8,869.05	1,152.98	10,022.03
Domfoam International Inc. (45%)	8,869.05	1,152.98	10,022.03
A-Z Sponge & Foam Products (10%)	1,970.90	256.22	2,227.12
Totals	19,709.00	2,562.17	22,271.17

Payable upon receipt to Deloitte Restructuring Inc.

Remittance information on last page

Accounts shall be due and payable when rendered. Interest shall be calculated at a simple daily rate of 0.0493% (equivalent to 18% per annum). Interest shall be charged and payable at this rate on any part of an account which remains unpaid from thirty (30) days after the invoice date to the date on which the entire account is paid.



3113736 Canada Ltd. (formerly Valle Foam Industries (1995) Inc.)
4362063 Canada Ltd. (formerly Domfoam International Inc.)
A-Z Sponge & Foam Products Ltd.
c/o Deloitte Restructuring Inc.

Page 5

Payment instructions:
Please use 1 of the 4 payment methods 1, 2, 3 or 4 below.

For all 4 payment types below, ensure you complete and send back your payment details as follows (example):

Client name	First 6 digits of client #	Invoice Number	Invoice Amount	Comments
John&Jane Doe Ltd.	123456	78910111	\$ 1,000.00	Full pay for invoice "78910111"
John&Jane Doe Ltd.	123456	78910112	\$ 2,000.00	Full pay for invoice "78910112"

**** Please send details of your payment (per the above table format) by email to:**

receivablesdebiteurs@deloitte.ca **

Payment methods:

1. Electronic Funds Transfer Information: PREFERRED METHOD

The Bank of Nova Scotia,
Business Service Centre, 20 Queen Street West, 4th Floor, Toronto, Ontario M5H 3R3

To pay invoices in CAD\$:		To pay invoices in USD\$:	
Transit-Institution #:	47696-002	Transit-Institution #:	47696-002
Account#:	1590219	Account#:	1363514

2. Wire Payment Information:

The Bank of Nova Scotia,
Business Service Centre, 20 Queen Street West, 4th Floor, Toronto, Ontario M5H 3R3

To pay invoices in CAD\$:		To pay invoices in USD\$:	
Account#:	476961590219	Account#:	476961363514
Swift code:	NOSCCATT	Swift code:	NOSCUS33

3. Online Payment Information:

Select either Deloitte LLP or Deloitte S.E.N.C.R.L./s.r.l. through your financial institution and quote the first 6 digits of your client number.

4. When paying by Cheque (indicate invoice # / client # on cheque) please mail your payment to:

For Canadian Dollar (\$) Payments, pay:	For USD Dollar (\$) Payments, pay:
Deloitte Management Services LP c/o T04567C PO Box 4567, STN A Toronto, ON M5W 0J1	Deloitte Management Services LP c/o T04567U PO Box 4567, STN A Toronto, ON M5W 0J1

Please note we do not accept Interac e-Transfers.



Deloitte Restructuring Inc.
5140 Yonge Street
Suite 1700
Toronto ON M2N 6L7
Canada

Tel: 416-601-6150
Fax: 416-601-6151
www.deloitte.ca

Private and Confidential

3113736 Canada Ltd. (formerly Valle Foam Industries (1995) Inc.)
4362063 Canada Ltd. (formerly Domfoam International Inc.)
A-Z Sponge & Foam Products Ltd.
c/o Deloitte Restructuring Inc.
Bay Adelaide Centre, East Tower
22 Adelaide Street West, Suite 200
Toronto, ON M5H 0A9

Date: May 24, 2016
Invoice No: **4091924**
Client/Mandate No: 921001/1000001
Billing Partner: Paul Casey

HST Registration No: 122893605

Attention: **Mr. Paul Casey, CPA, CA, CIRP**
Senior Vice-President

Invoice

For professional services rendered in connection with Deloitte Restructuring Inc., acting as Court-Appointed Monitor under the *Companies' Creditors Arrangement Act* (R.S.C., 1985, c. C-36) ("CCAA") of 3113736 Canada Ltd. (formerly Valle Foam Industries (1995) Inc. ("**Valle Foam**")), 4362063 Canada Ltd. (formerly Domfoam International Inc. ("**Domfoam**")), and A-Z Sponge & Foam Products Ltd. ("**A-Z**") (collectively the "Companies") for the period from March 12, 2016 to May 13, 2016.

Date	Professional	Description	Hours
3/15/2016	Hristow, Catherine	Review email correspondence from Z. Wise for S. Dutta stating that she had been paid a dividend and requesting confirmation of same; email correspondence with B. Gassien of Service Canada for S. Dutta and S. Lalina; review listing of employees under Ministry of Labour claim.	0.7
3/16/2016	Hristow, Catherine	Email correspondence with Z. Wise advising no payment had been made to S. Dutta.	0.1
3/18/2016	Hristow, Catherine	Telephone attendances with A. Hickey, and L. Burdon, former Valle Foam employees, regarding correspondence received from Service Canada; email correspondence to J. Damon of the Ministry of Labour.	0.8
3/21/2016	Casey, Paul	Review correspondence; email to C. Hristow.	0.3
3/21/2016	Hristow, Catherine	Review email correspondence from J. Damon and respond to same; review and respond to email correspondence from B. Gassien; review correspondence from P. Casey.	0.3
3/28/2016	Brown, Rose	Prepare schedule for legal costs and prepare transfer from A-Z and Domfoam to Valle to adjust retainer payments.	0.5
3/31/2016	Brown, Rose	Deposit cheque and record same in Ascend.	0.4
4/1/2016	Hristow, Catherine	Review legal accounts and forward same to R. Brown.	0.1

3113736 Canada Ltd. (formerly Valle Foam Industries (1995) Inc.)
4362063 Canada Ltd. (formerly Domfoam International Inc.)
A-Z Sponge & Foam Products Ltd.
c/o Deloitte Restructuring Inc.

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Date	Professional	Description	Hours
4/4/2016	Hristow, Catherine	Correspondence with B. Gassien.	0.1
4/6/2016	Brown, Rose	Prepare two dividend cheques, and cheque to Receiver General for EI overpayments that were deducted from employee dividends.	0.5
4/7/2016	Hristow, Catherine	Correspondence with R. Brown and C. Kwok regarding cheques to be issued to employees and Service Canada.	0.1
4/11/2016	Hristow, Catherine	Email correspondence with R. Brown regarding Domfoam investment.	0.1
4/12/2016	Hristow, Catherine	Email correspondence with Z. Wise regarding S. Dutta.	0.1
4/18/2016	Brown, Rose	Prepare transfer between accounts and record legal expense/retainer to Ascend.	0.6
4/20/2016	Hristow, Catherine	Correspondence with D. Ullmann regarding pending tax court conference call; email correspondence to J. Damon regarding cheques for former Valle Foam employees; review correspondence received by S. Dutta from Service Canada and email B. Gassien regarding same.	0.8
4/21/2016	Hristow, Catherine	Correspondence with R. Brown regarding legal accounts; review correspondence from J. Damon; review correspondence from B. Gassien.	0.2
4/22/2016	Brown, Rose	Review legal invoice request for payment/transfer and prepare spreadsheet for allocation of legal accounts in Ascend.	0.5
4/22/2016	Hristow, Catherine	Correspondence with R. Brown regarding legal accounts.	0.1
4/25/2016	Brown, Rose	Prepare schedule for payment of legal bills and update Ascend with legal accounts paid from retainers; prepare transfer between accounts to reallocate retainer to Valle Foam.	1.6
4/25/2016	Casey, Paul	Email correspondence to G. Moffat and J. Saunders regarding Tax Court Call.	0.1
4/25/2016	Saunders, John	Call from Tax Court; email correspondences with P. Casey and G. Moffat; review documents and notes from last settlement conference.	0.5
4/26/2016	Saunders, John	Attendance on Tax Court settlement conference call	0.6
4/29/2016	Brown, Rose	Record transfer between accounts regarding legal expenses paid in Ascend.	1.1
5/2/2016	Brown, Rose	Update general ledger in Ascend.	0.5
5/6/2016	Brown, Rose	Issue cheques for legal fees.	0.3
5/11/2016	Brown, Rose	Investigate returned cheque, re-issue and send out.	0.4
5/11/2016	Hristow, Catherine	Correspondence with R. Brown regarding replacement cheque for Cargill.	0.1
5/12/2016	Hristow, Catherine	Correspondence with R. Brown regarding Domfoam investment.	0.1
5/13/2016	Hristow, Catherine	Email correspondence to G. Moffat regarding result of tax conference call with the Ottawa court.	0.1
Total Hours			11.7

3113736 Canada Ltd. (formerly Valle Foam Industries (1995) Inc.)
4362063 Canada Ltd. (formerly Domfoam International Inc.)
A-Z Sponge & Foam Products Ltd.
c/o Deloitte Restructuring Inc.

Page 3

Summary of Fees

Professional	Position	Hours	Rate	Fees
Paul Casey	Senior Vice President	0.4	700.00	280.00
Catherine Hristow	Vice President	3.8	625.00	2,375.00
John Saunders	Vice President	1.1	590.00	649.00
Rose Brown	Trust Administrator	6.4	180.00	1,152.00
Total hours and professional fees		11.7		4,456.00
Blended hourly rate			380.85	
HST @13%				579.28
			Total	\$5,035.28
			Less: Retainer Applied	(\$5,035.28)
Total Amount Due				\$ 0.00

Allocation of Fees

Entity	Professional Fees	Taxes	Total
Valle Foam Industries (1995) Inc. (45%)	2,005.20	260.68	2,265.88
Domfoam International Inc. (45%)	2,005.20	260.68	2,265.88
A-Z Sponge & Foam Products (10%)	445.60	57.93	503.53
Totals	4,456.00	579.28	5,035.28

Payable upon receipt to Deloitte Restructuring Inc.

Remittance information on last page

Accounts shall be due and payable when rendered. Interest shall be calculated at a simple daily rate of 0.0493% (equivalent to 18% per annum). Interest shall be charged and payable at this rate on any part of an account which remains unpaid from thirty (30) days after the invoice date to the date on which the entire account is paid.



3113736 Canada Ltd. (formerly Valle Foam Industries (1995) Inc.)
4362063 Canada Ltd. (formerly Domfoam International Inc.)
A-Z Sponge & Foam Products Ltd.
c/o Deloitte Restructuring Inc.

Page 4

Payment instructions:
Please use 1 of the 4 payment methods 1, 2, 3 or 4 below.

For all 4 payment types below, ensure you complete and send back your payment details as follows (example):

Client name	First 6 digits of client #	Invoice Number	Invoice Amount	Comments
John&Jane Doe Ltd.	123456	78910111	\$ 1,000.00	Full pay for invoice "78910111"
John&Jane Doe Ltd.	123456	78910112	\$ 2,000.00	Full pay for invoice "78910112"

**** Please send details of your payment (per the above table format) by email to:**

receivablesdebitours@deloitte.ca **

Payment methods:

1. Electronic Funds Transfer Information: PREFERRED METHOD

The Bank of Nova Scotia,
Business Service Centre, 20 Queen Street West, 4th Floor, Toronto, Ontario M5H 3R3

To pay invoices in CAD\$:		To pay invoices in USD\$:	
Transit-Institution #:	47696-002	Transit-Institution #:	47696-002
Account#:	1590219	Account#:	1363514

2. Wire Payment Information:

The Bank of Nova Scotia,
Business Service Centre, 20 Queen Street West, 4th Floor, Toronto, Ontario M5H 3R3

To pay invoices in CAD\$:		To pay invoices in USD\$:	
Account#:	476961590219	Account#:	476961363514
Swift code:	NOSCCATT	Swift code:	NOSCUS33

3. Online Payment Information:

Select either Deloitte LLP or Deloitte S.E.N.C.R.L./s.r.l. through your financial institution and quote the first 6 digits of your client number.

4. When paying by Cheque (indicate invoice # / client # on cheque) please mail your payment to:

For Canadian Dollar (\$) Payments, pay:	For USD Dollar (\$) Payments, pay:
Deloitte Management Services LP c/o T04567C PO Box 4567, STN A Toronto, ON M5W 0J1	Deloitte Management Services LP c/o T04567U PO Box 4567, STN A Toronto, ON M5W 0J1

Please note we do not accept Interac e-Transfers.



Deloitte LLP
Bay Adelaide East
22 Adelaide Street West
Suite 200
Toronto ON M5H 0A9
Canada

Tel: 416-601-6150
Fax: 416-601-6151
www.deloitte.ca

Private and confidential

3113736 Canada Ltd. (formerly Valle Foam Industries (1995) Inc.)
4362063 Canada Ltd. (formerly Domfoam International Inc.)
A-Z Sponge & Foam Products Ltd.
c/o Deloitte Restructuring Inc.
Bay Adelaide Centre, East Tower
22 Adelaide Street West, Suite 200
Toronto, ON M5H 0A9
Attention: Mr. Paul Casey, CPA, CA, CIRP
Senior Vice-President

Date: August 25, 2016
Invoice No.: **4156785**
Client/Mandate No.: 921001.1000001
Billing Partner: Paul Casey

HST Registration No: 122893605

Invoice

For professional services rendered in connection with Deloitte Restructuring Inc., acting as Court-Appointed Monitor under the *Companies' Creditors Arrangement Act* (R.S.C. , 1985, c. C-36) ("CCAA") of 3113736 Canada Ltd. (formerly Valle Foam Industries (1995) Inc. ("**Valle Foam**")), 4362063 Canada Ltd. (formerly Domfoam International Inc. ("**Domfoam**")), and A-Z Sponge & Foam Products Ltd. ("**A-Z**") (collectively the "Companies") for the period from May 14, 2016 to August 19, 2016.

Date	Professional	Description	Hours
5/16/2016	Hristow, Catherine	Correspondence with G. Moffat.	0.1
5/19/2016	Hristow, Catherine	Review and respond to request from B. Gassien of Service Canada.	0.1
5/24/2016	Casey, Paul	Review account correspondence; email correspondence with C. Hristow.	0.3
5/25/2016	Hristow, Catherine	Telephone attendance with D. Ullmann; correspondence with P. Casey.	0.1
5/31/2016	Brown, Rose	Prepare transfers between accounts and journal entries regarding payment of professional fees.	0.4
5/31/2016	Hristow, Catherine	Telephone attendance with G. Moffat; telephone attendance with representative of 634100 Ontario Ltd. regarding stale dated cheque.	0.5
6/7/2016	Hristow, Catherine	Telephone attendance with L. Burden regarding her dividend cheque and providing her with J. Damon's of the Ministry of Labour contact information; email correspondence with J. Damon.	0.3

Remittance information on last page

Accounts shall be due and payable when rendered. Interest shall be calculated at a simple daily rate of 0.0493% (equivalent to 18% per annum). Interest shall be charged and payable at this rate on any part of an account which remains unpaid from thirty (30) days after the invoice date to the date on which the entire account is paid.

Date	Professional	Description	Hours
6/14/2016	Hristow, Catherine	Email correspondence with R. Brown regarding stale dated cheque; confirm Domfoam investment; review Thornton Grout Finnigan ("TGF") legal account and send same to R. Brown for apportionment.	0.2
6/15/2016	Brown, Rose	Renew Domfoam investment.	0.3
6/21/2016	Hristow, Catherine	Review letter from D. Ullmann to G. Moffat; review costs of levy in a bankruptcy; telephone call to reach G. Moffat.	0.4
6/22/2016	Brown, Rose	Void cheque, re-issue and record same in Ascend.	0.3
6/22/2016	Hristow, Catherine	Telephone attendance with G. Moffat regarding CCAA plan for Domfoam; discussion with P. Casey regarding same.	0.3
6/27/2016	Hristow, Catherine	Review letters for S. Dutta and S. Lalina regarding dividend payments; correspondences with C. Kwok regarding same.	0.6
6/27/2016	Kwok, Carol	Prepare letters regarding distribution cheque to S. Lalina and K. Wise for S. Dutta.	1.5
7/6/2016	Hristow, Catherine	Email correspondence with G. Moffat regarding Domfoam.	0.1
7/15/2016	Brown, Rose	Prepare schedule for payment of legal fees for TGF and Minden Gross.	0.5
7/18/2016	Brown, Rose	Prepare legal schedule for retainer allocation and prepare transfer between accounts to record retainers and legal expenses to Valle Foam from Domfoam & AZ.	0.9
7/18/2016	Casey, Paul	Review legal accounts.	0.2
7/19/2016	Hristow, Catherine	Review email correspondence from D. Ullmann; telephone attendance with G. Moffat regarding a plan for Domfoam under the CCAA.	0.2
7/25/2016	Hristow, Catherine	Email correspondence with D. Ullmann.	0.1
8/16/2016	Brown, Rose	Renewal of Domfoam investment.	0.3
8/17/2016	Brown, Rose	Review proofs of claims on Ascend.	0.2
8/18/2016	Hristow, Catherine	Correspondence with R. Brown regarding Domfoam creditors; review creditor list; provide comments to L. Williams and G. Moffat regarding proposed plan of arrangement.	0.7
8/19/2016	Hristow, Catherine	Email Thirteenth Report to G. Moffat.	0.1
Total Hours			8.7

Summary of Fees

Professional	Position	Hours	Rate	Fees
Paul Casey	Senior Vice President	0.5	700.00	350.00
Catherine Hristow	Senior Vice President	3.8	625.00	2,375.00
Rose Brown	Trust Administrator	2.9	180.00	522.00
Carol Kwok	Administrator	1.5	75.00	112.50
Total hours and professional fees		8.7		3,359.50
Blended hourly rate			386.15	
HST @13%				436.74
			Total	\$3,796.24
			Less: Retainer Applied	(\$3,796.24)
Total Amount Due				\$ 0.00

Allocation of Fees

Entity	Professional Fees	Taxes	Total
Valle Foam Industries (1995) Inc. (45%)	1,511.78	196.53	1,708.31
Domfoam International Inc. (45%)	1,511.78	196.53	1,708.31
A-Z Sponge & Foam Products (10%)	335.95	43.67	379.62
Totals	3,359.50	436.74	3,796.24



PAYMENT INSTRUCTION

**** Please note our banking information has changed ****

Use the following payment methods and ensure your payment contains the details provided in the example.

EXAMPLE: Remittance advice from client

Client name	First 6 digits of client #	Invoice Number	Invoice Amount	Comments
John&Jane Doe Ltd.	123456	78910111	\$ 1,000.00	Payment for invoice "78910111"
John&Jane Doe Ltd.	123456	78910112	\$ 2,000.00	Payment for invoice "78910112"

CONTACT:

**** If your payment document or submission does not contain the details above, please email a payment remittance to:**

receivablesdebitours@deloitte.ca

Payment methods:

1. Electronic Funds Transfer Information (remittance email mandatory): PREFERRED METHOD

The Bank of Nova Scotia, ☐
Business Service Centre, 20 Queen Street West, 4th Floor, Toronto, Ontario M5H 3R3

For Canadian Dollar (\$) Payments, pay:		For USD Dollar (\$) Payments, pay:	
Transit-Institution #:	47696-002	Transit-Institution #:	47696-002
Account#:	1590219	Account#:	1363514

2. Wire Payment Information:

The Bank of Nova Scotia, ☐
Business Service Centre, 20 Queen Street West, 4th Floor, Toronto, Ontario M5H 3R3

For Canadian Dollar (\$) Payments, pay:		For USD Dollar (\$) Payments, pay:	
Account#:	476961590219	Account#:	476961363514
Swift code:	NOSCCATT	Swift code:	NOSCUS33

3. Online Payment Information:

Select either Deloitte LLP or Deloitte S.E.N.C.R.L./s.r.l. through your financial institution

4. When paying by Cheque, email is not mandatory if cheque contains client # and / or invoice # paid. Please mail your payment to:

For Canadian Dollar (\$) Payments, pay:	For USD Dollar (\$) Payments, pay:
Deloitte Management Services LP c/o T04567C PO Box 4567, STN A Toronto, ON M5W 0J1	Deloitte Management Services LP c/o T04567U PO Box 4567, STN A Toronto, ON M5W 0J1

Please note we do not accept Interac e-Transfers.

EXHIBIT B

EXHIBIT “B”

REFERRED TO IN THE AFFIDAVIT OF PAUL M. CASEY
(To be Sworn on August 29, 2016)

Commissioner

EXHIBIT "B"

Calculation of Average Hourly Billing Rates of
Deloitte Restructuring Inc.
for the period February 13, 2016 to August 19, 2016

Invoice No.	Fees	HST	Hours	Average Rate	Total
4017971 (February 13 to March 11, 2016)(28 th Invoice	\$19,709.00	\$2,562.17	33.5	\$588.33	\$22,271.17
4091924 (March 12 to May 13, 2016)(29 th Invoice)	\$4,456.00	\$597.28	11.7	\$380.85	\$5,035.28
4156785 (May 14 to August 19, 2016)(30 th Invoice)	\$3,359.50	\$436.74	8.7	\$386.15	\$3,739.24
TOTALS	\$27,524.50	\$3,578.19	53.9	\$510.66	\$31,102.69

EXHIBIT K

**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 3113736 CANADA LTD., 4362063 CANADA LTD., and
A-Z SPONGE & FOAM PRODUCTS LTD.**

APPLICANTS

**AFFIDAVIT OF GRANT MOFFAT
(Sworn August 25, 2016)**

I, **GRANT MOFFAT**, of the City of Toronto, in the Province of Ontario, **MAKE OATH AND SAY AS FOLLOWS:**

1. I am a barrister and solicitor qualified to practice law in the Province of Ontario and am a partner with Thornton Grout Finnigan LLP ("**TGF**"), lawyers for Deloitte Restructuring Inc. in its capacity as monitor (the "**Monitor**") of the property, assets and undertakings of 3113736 Canada Ltd., 4362063 Canada Ltd. and A-Z Sponge & Foam Products Ltd. and, as such, I have knowledge of the matters to which I hereinafter depose. Unless I indicate to the contrary, the facts herein are within my personal knowledge and are true. Where I have indicated that I have obtained facts from other sources, I believe those facts to be true.
2. Attached hereto as Exhibit "**A**" are true copies of the invoices forwarded to the Monitor by TGF for fees and disbursements incurred by TGF in the course of the within proceeding for the period February 1, 2016 to July 31, 2016.
3. Attached hereto as Exhibit "**B**" is a schedule summarizing each invoice in Exhibit "**A**", the total billable hours charged per invoice, the total fees charged per invoice and the average hourly rate charged per invoice.

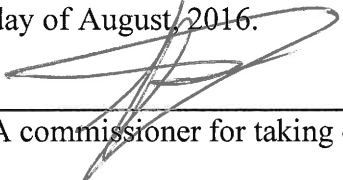
4. Attached hereto as Exhibit "C" is a schedule summarizing the respective years of call and billing rates of each of the solicitors at TGF who acted for the Monitor.

5. To the best of my knowledge, the rates charged by TGF throughout the course of these proceedings are comparable to the rates charged by other law firms in the Toronto market for the provision of similar services.

6. The hourly billing rates outlined in Exhibit "C" to this affidavit are comparable to the hourly rates charged by TGF for services rendered in relation to similar proceedings.

7. I make this affidavit in support of a motion by the Monitor for, *inter alia*, approval of the fees and disbursements of the Monitor's counsel.

SWORN BEFORE ME
at the City of Toronto, in the
Province of Ontario this 25th
day of August, 2016.


A commissioner for taking oaths, etc.

Gloria Kalkounis, a Commissioner, etc.,
City of Toronto, for ThorntonGroutFinnigan LLP,
Barristers and Solicitors.
Expires August 27, 2019.

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Grant B. Moffat

EXHIBIT A

EXHIBIT "A"

Court File No. CV-12-9545-00CL

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 3113736
CANADA LTD., 4362063 CANADA LTD., and A-Z FOAM SPONGE & FOAM PRODUCTS LTD.

(the "Applicants")

FORTY SIXTH BILL OF COSTS OF THE MONITOR

For the period ending February 29, 2016

Feb-14-16	Review Twelfth Report; review correspondence regarding Domfoam settlement; draft Thirteenth Report;	3.20	GBM
Feb-16-16	Review correspondence from D. Ullman regarding Revenu Quebec; revise Thirteenth Report; telephone call with D. Ullman regarding same; review file regarding claim by directors to HST as post-filing claim; revise report;	4.40	GBM
Feb-19-16	Review correspondence from D. Ullman regarding Thirteenth Report; review correspondence from C. Hristow regarding same; review summary of distribution; review revisions to report from C. Hristow; further revise Thirteenth Report; correspondence with C. Hristow regarding same;	3.50	GBM
Feb-21-16	Review Thirteenth Report; review correspondence regarding Domfoam settlement;	0.50	GBM
Feb-22-16	Review correspondence from W. Branch; telephone call with W. Branch;	0.20	GBM
	Review finalized report;	0.50	GBM
	Review exhibits to report;	0.30	GBM
	Telephone call with P. Casey regarding Thirteenth Report; revise same; review revised exhibits;	0.50	GBM
	Brief discussion with G. Moffat regarding service of Thirteenth Report of the Monitor; review emails from G. Moffat and client with respect to R&Ds and assist with finalizing electronic copy of Monitor's report and assembly of exhibits to same; review Service List included in company's motion record, edit internal email service list and attend to service of Monitor's Thirteenth Report;	1.20	RGM

Feb-23-16	Correspondence with W. Branch regarding directors' charge; review correspondence from S. Stewart regarding companies' motion;	0.30	GBM
	Attend to preparation of Affidavit of Service and filing of Thirteenth Report with the Commercial List;	0.40	RGM
Feb-24-16	Review settlement briefs from Domfoam and Revenu Quebec; review settlement correspondence; consider steps required to complete settlement;	1.00	GBM
Feb-25-16	Review Company's motion record and Thirteenth Report; attend stay extension motion; correspondence with P. Casey regarding Domfoam distribution;	1.80	GBM
Feb-26-16	Correspondence with W. Branch regarding Dow settlement; correspondence with R. Slattery regarding same;	0.20	GBM

<u>Lawyer</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>	
Grant B. Moffat	16.40	\$775.00	12,710.00	
Roxana Manca (Law Clerk)	1.60	\$250.00	400.00	
TOTAL FEE HEREIN			\$13,110.00	
HST on Fees			\$1,704.30	
Total Fees and HST				\$14,814.30

Disbursements:

Photocopies	\$73.75	
Telephone	\$4.24	
Total Taxable Disbursements	\$77.99	
HST on Disbursements	\$10.14	
Total Non-Taxable Disbursements	\$0.00	
Total Disbursements and HST		\$88.13
Total Fees, Disbursements & HST		\$14,902.43
OUR ACCOUNT HEREIN		\$14,902.43

ThorntonGroutFinnigan LLP

Per: _____

Grant B. Moffat

HST No. 87042 1039RT
 Matter No. 533-029
 Invoice No. 30136
 Date: Mar 08/16

Terms: Payment due upon receipt. Any disbursements not posted to your account on the date of this statement will be billed later. In accordance with Section 35 of The Solicitor's Act, interest will be charged at the rate of 6.00 % per annum on unpaid fees, charges or disbursements calculated from a date that is one month after this Statement is delivered.

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 3113736 CANADA LTD., 4362063
CANADA LTD., and A-Z FOAM SPONGE & FOAM PRODUCTS LTD.

Court File No.: CV-12-9545-00CL

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

Proceedings commenced at **Toronto**

FORTY SIXTH BILL OF COSTS OF THE MONITOR

Thornton Grout Finnigan LLP
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Grant B. Moffat (LSUC# 32380L)
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Lawyers for the Monitor

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 3113736
CANADA LTD., 4362063 CANADA LTD., and A-Z FOAM SPONGE & FOAM PRODUCTS LTD.

(the "Applicants")

FORTY SEVENTH BILL OF COSTS OF THE MONITOR

For the period ending March 31, 2016

Mar-01-16	Review correspondence from D. Ullman regarding settlement conference; telephone call with D. Ullman; correspondence with P. Casey regarding same;	0.40	GBM
	Review correspondence from W. Branch regarding Dow settlement; review prior reports regarding same;	0.40	GBM
	Telephone call with P. Casey regarding Revenu Quebec settlement; correspondence with D. Ullman regarding same;	0.20	GBM
Mar-02-16	Correspondence with C. Hristow regarding tax court settlement conference; review correspondence from D. Ullman regarding same;	0.20	GBM
	Review correspondence from D. Ullman regarding director position on settlement; review Revenu Quebec correspondence and claims procedure order; consider director's refusal to proceed with settlement absent release of director; correspondence with D. Ullman regarding same;	1.20	GBM
	Review correspondence from R. Tanner regarding director's position on Revenu Quebec settlement; correspondence with R. Tanner regarding same; correspondence with Monitor regarding settlement proposal; telephone call with D. Ullman; review settlement correspondence;	2.30	GBM
Mar-03-16	Review settlement briefs;	1.00	GBM
	Attend settlement conference for Revenu Quebec claim;	7.00	GBM
Mar-10-16	Review and revise draft comfort letter; email to J. Duval regarding same;	0.80	GBM

<u>Lawyer</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Grant B. Moffat	13.50	\$775.00	10,462.50

TOTAL FEE HEREIN
HST on Fees

\$10,462.50
\$1,360.13

Total Fees and HST

\$11,822.63

Disbursements:

Telephone
 Transportation
 Filed 13th Report of the Monitor

\$1.97
 \$30.97
 \$50.00

Total Taxable Disbursements
HST on Disbursements

\$82.94
\$10.78

Total Non-Taxable Disbursements

\$0.00

Total Disbursements and HST

\$93.72

Total Fees, Disbursements & HST
Paid from funds in trust

\$11,916.35
-\$11,916.35

OUR ACCOUNT HEREIN

NIL

ThorntonGroutFinnigan LLP

Per: _____

Grant B. Moffat

HST No. 87042 1039RT

Matter No. 533-029
 Invoice No. 30260
 Date: Apr 18/16

Terms: Payment due upon receipt. Any disbursements not posted to your account on the date of this statement will be billed later. In accordance with Section 35 of The Solicitor's Act, interest will be charged at the rate of 6.00 % per annum on unpaid fees, charges or disbursements calculated from a date that is one month after this Statement is delivered.

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 3113736 CANADA LTD., 4362063
CANADA LTD., and A-Z FOAM SPONGE & FOAM PRODUCTS LTD.

Court File No.: CV-12-9545-00CL

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

Proceedings commenced at Toronto

FORTY SEVENTH BILL OF COSTS OF THE MONITOR

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Lawyers for the Monitor

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 3113736
CANADA LTD., 4362063 CANADA LTD., and A-Z FOAM SPONGE & FOAM PRODUCTS LTD.

(the "Applicants")

FORTY EIGHTH BILL OF COSTS OF THE MONITOR

For the period ending April 30, 2016

Apr-12-16	Telephone call with W. Branch regarding status of Domfoam distribution;	0.30	GBM
Apr-25-16	Review correspondence from Tax Court; review correspondence from J. Duval; telephone call with D. Ullman; correspondence with J. Sanders and C. Hristow;	0.40	GBM
Apr-26-16	Telephone call with L. Williams regarding mediation with Tax Court; review correspondence with D. Ullman;	0.40	GBM
	Attend hearing in respect of tax claim; discuss outcome of same with G. Moffat;	1.10	LMW
Apr-29-16	Telephone call with W. Branch;	0.20	GBM

<u>Lawyer</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>	
Grant B. Moffat	1.30	\$775.00	1,007.50	
Leanne M. Williams	1.10	\$650.00	715.00	
TOTAL FEE HEREIN			\$1,722.50	
HST on Fees			\$223.93	
Total Fees and HST				\$1,946.43

Disbursements:

G. Moffat - Parking re Travel to Ottawa on March 3	\$30.97	
G. Moffat - Airfare re Travel to Ottawa on March 3	\$817.25	
Total Taxable Disbursements	\$848.22	
HST on Disbursements	\$110.27	
Total Non-Taxable Disbursements	\$0.00	
Total Disbursements and HST		\$958.49

Total Fees, Disbursements & HST
Less: Funds transferred from Trust


\$2,904.92
- \$2,904.92

BALANCE DUE AND OWING

\$0.00

ThorntonGroutFinnigan LLP

Per: _____


Grant B. Moffat

HST No. 87042 1039RT

Matter No. 533-029
Invoice No. 30372
Date: May 20/16

Terms: Payment due upon receipt. Any disbursements not posted to your account on the date of this statement will be billed later. In accordance with Section 35 of The Solicitor's Act, interest will be charged at the rate of 6.00 % per annum on unpaid fees, charges or disbursements calculated from a date that is one month after this Statement is delivered.

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 3113736 CANADA LTD., 4362063
CANADA LTD., and A-Z FOAM SPONGE & FOAM PRODUCTS LTD.

Court File No.: CV-12-9545-00CL

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

Proceedings commenced at **Toronto**

FORTY EIGHTH BILL OF COSTS OF THE MONITOR

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Lawyers for the Monitor

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 3113736
CANADA LTD., 4362063 CANADA LTD., and A-Z FOAM SPONGE & FOAM PRODUCTS
LTD.

(the "Applicants")

FORTY NINTH BILL OF COSTS OF THE MONITOR

For the period ending May 31, 2016

May-31-16 Telephone call with D. Ullman and C. Hristow regarding status of RQ claim; 1.30 GBM
telephone call with C. Hristow regarding same; consider RQ position;

<u>Lawyer</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>	
Grant B. Moffat	1.30	\$775.00	1,007.50	
TOTAL FEE HEREIN			\$1,007.50	
HST on Fees			\$130.98	
Total Fees and HST				\$1,138.48
OUR ACCOUNT HEREIN				<u>\$1,138.48</u>

ThorntonGroutFinnigan LLP

Per: _____

Grant B. Moffat

HST No. 87042 1039RT

Matter No. 533-029
Invoice No. 30422
Date: Jun 13/16

Terms: Payment due upon receipt. Any disbursements not posted to your account on the date of this statement will be billed later. In accordance with Section 35 of The Solicitor's Act, interest will be charged at the rate of 6.00 % per annum on unpaid fees, charges or disbursements calculated from a date that is one month after this Statement is delivered.

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 3113736 CANADA LTD., 4362063
CANADA LTD., and A-Z FOAM SPONGE & FOAM PRODUCTS LTD.

Court File No.: CV-12-9545-00CL

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

Proceedings commenced at Toronto

FORTY NINTH BILL OF COSTS OF THE MONITOR

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Lawyers for the Monitor

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 3113736
CANADA LTD., 4362063 CANADA LTD., and A-Z FOAM SPONGE & FOAM PRODUCTS LTD.

(the "Applicants")

FIFTIETH BILL OF COSTS OF THE MONITOR

For the period ending June 30, 2016

Jun-15-16	Review correspondence from D. Ullman regarding Dow settlement;	0.20	GBM
Jun-20-16	Review caselaw regarding Monitor as personal representative under ITA;	0.40	GBM
Jun-21-16	Review correspondence from D. Ullman regarding filing CCAA plan; consider scope of order obtained in Abitibi case; correspondence with C. Hristow regarding same;	0.90	GBM
	Telephone call with C. Hristow; review Abitibi order;	0.30	GBM
Jun-22-16	Telephone call with C. Hristow; telephone call with W. Branch;	0.70	GBM
	Consider terms of plan;	0.40	GBM
	Review <i>Quebec Sales Tax Act</i> regarding Monitor liability; review correspondence with Revenu Quebec regarding same;	0.50	GBM
Jun-24-16	Consider terms of plan and method to distribute funds to creditors; review correspondence with Revenu Quebec regarding same;	0.80	GBM
Jun-29-16	Review correspondence with D. Ullman; review correspondence with Revenu Quebec;	0.20	GBM

<u>Lawyer</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Grant B. Moffat	4.40	\$775.00	3,410.00
TOTAL FEE HEREIN			\$3,410.00
HST on Fees			<u>\$443.30</u>
Total Fees and HST			\$3,853.30

Disbursements:

Telephone	\$20.02	
Total Taxable Disbursements	\$20.02	
HST on Disbursements	\$2.60	
Total Non-Taxable Disbursements	<u>\$0.00</u>	
Total Disbursements and HST		<u>\$22.62</u>
Total Fees, Disbursements & HST		\$3,875.92
OUR ACCOUNT HEREIN		<u>\$3,875.92</u>

ThorntonGroutFinnigan LLP

Per: 

Grant B. Moffat

IIST No. 87042 1039RT
 Matter No. 533-029
 Invoice No. 30540
 Date: Jul 20/16

Terms: Payment due upon receipt. Any disbursements not posted to your account on the date of this statement will be billed later. In accordance with Section 35 of The Solicitor's Act, interest will be charged at the rate of 6.00 % per annum on unpaid fees, charges or disbursements calculated from a date that is one month after this Statement is delivered.

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 3113736 CANADA LTD., 4362063
CANADA LTD., and A-Z FOAM SPONGE & FOAM PRODUCTS LTD.

Court File No.: CV-12-9545-00CL

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

Proceedings commenced at Toronto

FIFTIETH BILL OF COSTS OF THE MONITOR

Thornton Grout Finnigan LLP
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Lawyers for the Monitor

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 3113736
CANADA LTD., 4362063 CANADA LTD., and A-Z FOAM SPONGE & FOAM PRODUCTS LTD.

(the "Applicants")

FIFTY FIRST BILL OF COSTS OF THE MONITOR

For the period ending July 31, 2016

Jul-05-16	Correspondence with D. Ullman; review correspondence from Revenu Quebec;	0.20	GBM
Jul-12-16	Review caselaw regarding liability under <i>Excise Tax Act</i> ("ETA"); review ETA regarding same; consider plan proposed by Domfoam; review correspondence with Revenu Quebec regarding same;	3.50	GBM
Jul-19-16	Correspondence with D. Ullman; telephone call with C. Hristow regarding filing of plan;	0.40	GBM

<u>Lawyer</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>	
Grant B. Moffat	4.10	\$775.00	3,177.50	
TOTAL FEE HEREIN			\$3,177.50	
HST on Fees			<u>\$413.08</u>	
Total Fees and HST				\$3,590.58
OUR ACCOUNT HEREIN				<u>\$3,590.58</u>

ThorntonGroutFinnigan LLP

Per: _____

Grant B. Moffat

HST No. 87042 1039RT
Matter No. 533-029
Invoice No. 30634
Date: Aug 25/16

Terms: Payment due upon receipt. Any disbursements not posted to your account on the date of this statement will be billed later. In accordance with Section 35 of The Solicitor's Act, interest will be charged at the rate of 6.00 % per annum on unpaid fees, charges or disbursements calculated from a date that is one month after this Statement is delivered.

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 3113736 CANADA LTD., 4362063
CANADA LTD., and A-Z FOAM SPONGE & FOAM PRODUCTS LTD.

Court File No.: CV-12-9545-00CL

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

Proceedings commenced at Toronto

FIFTY FIRST BILL OF COSTS OF THE MONITOR

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Lawyers for the Monitor

EXHIBIT B

EXHIBIT "B"

**Calculation of Average Hourly Billing Rates of
Thornton Grout Finnigan LLP
for the period February 1, 2016 to July 31, 2016**

Invoice No.	Fees	Disbursements	HST	Hours	Average Rate	Total
30136 (Feb. 1-29, 2016)(46 th Bill of Costs)	\$13,110.00	\$77.99	\$1,714.44	18.0	\$512.50	\$14,902.43
30260 (Mar. 1-31, 2016)(47 th Bill of Costs)	\$10,462.50	\$82.94	\$1,370.91	13.5	\$775.00	\$11,916.35
30372 (Apr. 1-30, 2016)(48 th Bill of Costs)	\$1,722.50	\$848.22	\$334.20	2.4	\$712.50	\$2,904.92
30422 (May 1-31, 2016) (49 th Bill of Costs)	\$1,007.50	\$0.00	\$130.98	1.3	\$775.00	\$1,138.48
30540 (June 1-30, 2016)(50 th Bill of Costs)	\$3,410.00	\$20.02	\$445.90	4.4	\$775.00	\$3,875.92
30634 (July 1-31, 2016)(51 st Bill of Costs)	\$3,177.50	\$0.00	\$413.08	4.1	\$775.00	\$3,590.58
TOTALS:	\$32,890.00	\$1029.17	\$4,409.51	43.7		<u>\$38,328.68</u>

EXHIBIT C

EXHIBIT “C”

Billing Rates of Thornton Grout Finnigan LLP

For the period February 1, 2016 to July 31, 2016

	<u>Rate</u>	<u>Year of Call</u>
Grant B. Moffat	\$775	1991
Leanne Williams	\$650	1999
Roxanna Manea	\$250	Law Clerk

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.: CV-12-9545-00CL

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

Proceedings commenced at **Toronto**

AFFIDAVIT OF GRANT MOFFAT

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Lawyers for the Monitor