

**CANADIAN
POLYETHER POLYOL PRODUCTS CLASS ACTION
NATIONAL SETTLEMENT AGREEMENT**

Made as of April 12, 2012

Between

CROSSLINK TECHNOLOGY INC. AND ANNE JOHNSON
(the "Plaintiffs")

and

BASF CANADA INC.
("BASF Canada")

**CANADIAN POLYETHER POLYOL PRODUCTS CLASS ACTION
NATIONAL SETTLEMENT AGREEMENT**

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**CANADIAN POLYETHER POLYOL PRODUCTS CLASS ACTION
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RECITALS

A. WHEREAS all defined terms used herein shall have the meaning set out in Section 1 below;

B. WHEREAS the Proceedings have been commenced by the Plaintiffs in Ontario and Quebec under each province's respective class proceedings legislation, which allege that the BASF Defendants participated in an unlawful conspiracy to raise, fix, maintain or stabilize the prices of Polyether Polyol Products in Canada and/or to allocate markets and customers for the sale of Polyether Polyol Products in Canada, contrary to Part VI of the *Competition Act*;

C. WHEREAS notice of certification and settlement approval (in respect of a settlement with Bayer Inc., Bayer A.G., Bayer Material Science LLC, and Bayer Corporation (the "Bayer Settlement")) in the Proceedings was provided pursuant to Orders of the Ontario Court dated March 11, 2008 and of the Quebec Court dated July 2, 2009, and whereas pursuant to those Orders, the deadline to opt out of the Proceedings expired on August 31, 2009 for putative members of the Class who purchased Polyether Polyol Products between January 1, 2002 and December 31, 2003;

D. WHEREAS putative members of the Class shall only be eligible to opt out of the entirety of the Proceedings if they did not purchase Polyether Polyol Products between January 1, 2002 and December 31, 2003. Putative members of the Class who purchased Polyether Polyol Products between January 1, 2002 and December 31, 2003 shall not be eligible to opt out of the Proceedings;

E. WHEREAS the BASF Defendants expressly deny all allegations in the Proceedings and do not admit, through the execution of this Settlement Agreement or otherwise, any allegation of unlawful conduct or wrongdoing in the Proceedings and would assert affirmative defences to the Plaintiffs' claim;

F. WHEREAS the Plaintiffs and Class Counsel and BASF Canada agree that neither the fact of this Settlement Agreement nor any statement made in the negotiation thereof shall be deemed or construed to be an admission by or evidence against the BASF Defendants or evidence of the

truth of any of the allegations against the BASF Defendants made in the Proceedings, which the BASF Defendants expressly deny;

G. WHEREAS the Plaintiffs and Class Counsel have reviewed and fully understand the terms of this Settlement Agreement and, based on their analyses of the facts and law applicable to the Plaintiffs' claims, and having regard to the burdens and expense in prosecuting the Proceedings, including the risks and uncertainties associated with trials and appeals, the Plaintiffs and Class Counsel have concluded that this Settlement Agreement is fair, reasonable and in the best interests of the Plaintiffs and the classes they seek to represent;

H. WHEREAS despite the BASF Defendants' belief that they are not liable in respect of the allegations as alleged in the Proceedings and have good defences thereto, BASF Canada is entering into this Settlement Agreement and BASF Corporation is entering into the BASF Corporation Settlement Agreement in order to achieve a final and nation-wide resolution of all claims asserted or which could have been asserted against the BASF Defendants by the Plaintiffs in the Proceedings, and to avoid further expense, inconvenience and the distraction of burdensome and protracted litigation and it being acknowledged by the Parties that BASF Canada would not have entered into this Settlement Agreement were it not for the foregoing;

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

J. WHEREAS the BASF Defendants expressly reserve their rights to contest certification of other related or unrelated proceedings and assert that the Proceedings herein would not be appropriately certified absent this Settlement Agreement and the BASF Corporation Settlement Agreement having regard to, among other things (and without limitation) those putative class members who did not purchase Polyether Polyol Products directly from the BASF Defendants and differences between the Polyether Polyol Products and combinations thereof and that this settlement does not constitute in any way a precedent to support the certification of classes of this nature;

K. WHEREAS the Plaintiffs and BASF Canada therefore wish to, and hereby do, subject to the Courts' approval, for purposes of all jurisdictions in relation to which the Proceedings are brought, in Canada and on a national basis, and for purposes of all classes the Plaintiffs seek to represent, without admission of liability, finally resolve all of the Proceedings as against the BASF Defendants; and

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

NOW THEREFORE, in consideration of the covenants, agreements and releases set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed by the Plaintiffs and BASF Canada that the Proceedings as to the BASF Defendants only be settled and dismissed on the merits with prejudice, and without costs as to the Plaintiffs, the classes they seek to represent or the BASF Defendants, subject to the approval of the Courts, on the following terms and conditions:

SECTION 1 – DEFINITIONS

For the purpose of this Settlement Agreement only, including the Recitals and Schedules hereto (all of which are incorporated into and form part of this Settlement Agreement):

- (1) ***Account*** means an interest bearing trust account at a Canadian Schedule 1 bank in Ontario under the control of Ontario Counsel.
- (2) ***Administration Expenses*** means all fees, disbursements, expenses, costs, taxes and any other amounts incurred or payable by the Plaintiffs, Class Counsel or otherwise for the approval, implementation and operation of this Settlement Agreement, including the costs of notices but excluding Class Counsel Fees.
- (3) ***BASF Corporation Settlement Agreement*** means the settlement agreement entered into between the Plaintiffs and BASF Corporation executed as of the same date hereof.
- (4) ***BASF Defendants*** means BASF Canada Inc., BASF Corporation, and BASF SE (formerly BASF A.G.)

- (5) ***Certification Date*** means the later of the date on which an order granting certification against a Non-Settling Defendant is issued by the Ontario Court and the time to appeal such certification has expired without any appeal being taken or if an appeal is taken, the date of the final disposition of such appeal.
- (6) ***Class Counsel*** means Ontario Counsel and Quebec Counsel.
- (7) ***Class Counsel Fees*** means the fees, disbursements, costs, HST and/or GST and other applicable taxes or charges of Class Counsel, including any obligations for contributions that any Plaintiffs, Settlement Class or Quebec Counsel may have to the Fonds.
- (8) ***Class Period*** means January 1, 1999 up to and including December 31, 2004.
- (9) ***Common Issue*** in each Proceeding means: Did the BASF Defendants agree with other manufacturers of Polyether Polyol Products to fix, raise, maintain or stabilize the prices of, or allocate markets and customers for, Polyether Polyol Products in Canada during the Class Period?
- (10) ***Courts*** means the Ontario Court and the Quebec Court.
- (11) ***Defendants*** means the entities named as defendants in the Proceedings.
- (12) ***Deposit Date*** means the date which is twenty (20) business days following execution of this Settlement Agreement.
- (13) ***Document*** is defined to be synonymous in meaning and equal in scope to the usage of this term in Rule 30.01 of the Ontario *Rules of Civil Procedure*, including, without limitation, electronic or computerized data compilations. A draft or non-identical copy is a separate document within the meaning of this term.
- (14) ***Effective Date*** means the date when Final Orders have been received from all Courts approving this Settlement Agreement and the BASF Corporation Settlement Agreement and the time within which to provide notice of termination of this Settlement Agreement (if applicable) has expired in accordance with section 6 hereof without it having been terminated.

- (15) ***Excluded Person*** means each Defendant, the current and former directors, officers and employees of each Defendant, the subsidiaries or affiliates of each Defendant, the entities in which each Defendant or any of that Defendant's subsidiaries or affiliates have a controlling interest, the legal representatives, heirs, successors and assigns of each of the foregoing, and any persons who previously opted out of the proceeding as part of the Bayer Settlement.
- (16) ***Final Order*** means a final judgment or final approval order entered by a Court in respect of the certification or authorization of a Proceeding as a class proceeding and the approval of this Settlement Agreement once the time to appeal such judgment or final approval order has expired without any appeal being taken, if an appeal lies, or once there has been a final disposition of all appeals.
- (17) ***Fonds*** means the Fonds d'aide aux recours collectifs in Quebec.
- (18) ***Non-Settling Defendant*** means a Defendant that is not a BASF Defendant or a Settled Defendant or any Settled Defendant whose own settlement agreement is terminated or rescinded in accordance with its terms, whether or not such settlement agreement is in existence at the Execution Date.
- (19) ***Ontario Counsel*** means Siskinds LLP.
- (20) ***Ontario Court*** means the Ontario Superior Court of Justice.
- (21) ***Ontario Plaintiff*** means Crosslink Technology Inc.
- (22) ***Ontario Settlement Class*** means all Persons in Canada who purchased Polyether Polyol Products during the Class Period, except the Excluded Persons and Persons who are included in the Quebec Settlement Class.
- (23) ***Opt-Out*** means a person or entity who would have been a member of either one or both of the Settlement Classes except for his, her, or its timely and valid request for exclusion in accordance with section 8 hereof or section 8 of the BASF Corporation Settlement Agreement (or equivalent section in any settlement agreement with another Settled

Defendant whose settlement has been approved or is being approved by the courts at the same time and pursuant to the same notices as this Settlement Agreement).

- (24) ***Opt-Out Deadline*** shall have the meaning ascribed in section 8.1(2) hereof.
- (25) ***Opt-Out Report*** shall have the meaning ascribed in section 8.2(1) hereof.
- (26) ***Opt-Out Threshold*** shall have the meaning ascribed in section 6.1(3) hereof.
- (27) ***Other Actions*** means actions or proceedings, other than the Proceedings, relating to Released Claims commenced by a Settlement Class Member either before or after the Effective Date.
- (28) ***Parties*** means the Plaintiffs and the BASF Defendants.
- (29) ***Person*** means an individual, corporation, partnership, limited liability company, association, joint stock company, estate, legal representative, trust, trustee, executor, beneficiary, unincorporated association, government or any political subdivision or agency thereof, and any other business or legal entity and their heirs, predecessors, successors representatives or assignees.
- (30) ***Plaintiffs*** means Crosslink Technology Inc. and Anne Johnson, individually and collectively.
- (31) ***Polyether Polyol Products*** means polyether polyols, monomeric or polymeric diphenylmethane diisocyanate (MDI), and/or toluene diisocyanate (TDI), whether sold separately or in a combined form with or without other chemicals added thereto, and products that directly contain or are derived from polyether polyols, MDI and TDI. The “Polyether Polyols Products” shall include, but not be limited to, certain products sold by any of the BASF Defendants or their respective present and former, direct and indirect, parents, subsidiaries, divisions, affiliates, partners, and all other persons, partnerships or corporations with whom any of the former have been, or are now, affiliated under the general trade names identified in Schedule A hereto.
- (32) ***Proceedings*** means Ontario Court File No. 50305CP (London) and Quebec Court (District of Québec) File No. 200-06-000069-065.

- (33) *Proportionate Liability* means the proportion of any judgment that, had the BASF Defendants not settled, a court or other arbiter would have apportioned to the BASF Defendants and/or Releasees, whether pursuant to *pro rata*, proportionate fault, *pro tanto*, or another method.
- (34) *Purchase Price* means the net amount, including rebates or any other form of discounts, paid for Polyether Polyol Products purchased in Canada during the Class Period, excluding all other charges including, but not limited to, delivery or shipping charges and taxes.
- (35) *Quebec Counsel* means Siskind Desmeules s.e.n.c.r.l.
- (36) *Quebec Court* means the Superior Court of Quebec.
- (37) *Quebec Plaintiff* means Anne Johnson.
- (38) *Quebec Settlement Class* means all individuals resident in the province of Québec and all legal persons resident in Québec established for a private interest, partnership or association in the province of Québec which, at all times between May 5, 2005, and December 31, 2005, had under its direction or control no more than 50 persons bound to it by a contract of employment, who purchased Polyether Polyol Products during the Class Period, except Excluded Persons.
- (39) *Released Claims* means any and all manner of claims, demands, actions, suits, causes of action, whether direct or indirect, class, individual or otherwise in nature, whether personal or subrogated, damages whenever incurred, liabilities of any nature whatsoever, including interest, costs, expenses, class administration expenses (including Administration Expenses), penalties, and lawyers' fees (including Class Counsel Fees), known or unknown, suspected or unsuspected, in law, under statute or in equity, that Releasors, or any of them, whether directly, indirectly, derivatively, or in any other capacity, ever had, now have, or hereafter can, shall, or may have, relating in any way to any conduct anywhere, from the beginning of time to the date hereof, in respect of the purchase, sale, pricing, discounting, marketing or distributing of Polyether Polyol Products in Canada, or relating to any conduct alleged (or which could have been

alleged) in the Proceedings including, without limitation, any such claims which have been asserted, would have been asserted or could have been asserted, whether in Canada or elsewhere, as a result of the purchase of Polyether Polyol Products in Canada. However, nothing herein shall be construed to release any claims arising from any alleged product defect, breach of contract, or similar claim between the Parties relating to Polyether Polyol Products.

- (40) ***Releasees*** means, jointly and severally, individually and collectively, the BASF Defendants and all of their respective present and former, direct and indirect, parents, subsidiaries, divisions, affiliates, partners, insurers, and all other persons, partnerships or corporations with whom any of the former have been, or are now, affiliated, and their respective past, present and future officers, directors, employees, agents, shareholders, attorneys, trustees, servants and representatives; and the predecessors, successors, purchasers, heirs, executors, administrators and assigns of each of the foregoing.
- (41) ***Releasors*** means, jointly and severally, individually and collectively, the Plaintiffs and the Settlement Class Members and (as applicable) their respective past, present and future direct and indirect parents, subsidiaries, affiliates, officers, directors, employees, agents, attorneys, servants, representatives and the predecessors, successors, heirs, executors, administrators, and assigns of each of the foregoing.
- (42) ***Settled Defendant*** means, individually or collectively, any other Defendant (aside from the BASF Defendants) who has entered into a settlement agreement with the Plaintiffs relating to the allegations asserted in the Proceedings, whether or not such settlement agreement was in existence at the Execution Date of this Settlement Agreement.
- (43) ***Settlement Agreement*** means this agreement, including the recitals and schedules.
- (44) ***Settlement Amount*** means CAN \$2,000,000.00.
- (45) ***Settlement Classes*** means the Ontario Settlement Class and the Quebec Settlement Class.
- (46) ***Settlement Class Member*** means a member of either the Ontario Settlement Class or the Quebec Settlement Class who has not validly opted out of that Settlement Class in accordance with section 8 hereof.

- (47) ***U.S. Litigation*** means the class action proceeding pending in the United States District Court for the District of Kansas, under the caption *In re Urethane Antitrust Litigation*, No. 04-MD-1616-JWL (Polyether Polyol), and including all actions transferred by the Judicial Panel for Multidistrict Litigation for coordination, all actions pending such transfer, and all actions that may be transferred in the future.

SECTION 2 - CONDITION PRECEDENT: COURT APPROVAL

This Settlement Agreement shall be deemed to be terminated and therefore null and void and of no force and effect unless the Ontario Court and the Quebec Court both approve this Settlement Agreement and the BASF Corporation Settlement Agreement in accordance with their terms in the Proceeding commenced in their respective jurisdiction and the orders so given become Final Orders. If this Settlement Agreement is deemed terminated or terminated pursuant to section 6 hereof, it shall not be used as evidence or otherwise in any litigation and shall be without prejudice to any position that any of the Parties may later take on any issue in the Proceeding or any other litigation.

SECTION 3 – SETTLEMENT APPROVAL

3.1 Best Efforts

The Plaintiffs and BASF Canada shall use their best efforts to effectuate the settlement provided for in this Settlement Agreement and to secure the prompt, complete and final dismissal of the Proceedings with prejudice as against the BASF Defendants.

3.2 Motions for Approval

(1) As soon as practicable after the Settlement Agreement is executed, the Plaintiffs shall bring motions before the Ontario Court and the Quebec Court for orders approving the notices described in section 12, certifying or authorizing each of the Proceedings commenced in their respective jurisdictions as a class proceeding (for settlement purposes) and approving this Settlement Agreement.

(2) The Ontario orders referred to in section 3.2(1) shall be in a form to be agreed upon by the Parties. The Quebec orders referred to in section 3.2(1) shall be in a form agreed upon by the Parties and shall mirror the substance, and where possible, the form of the Ontario orders.

(3) Except as required by the Courts, Class Counsel will not take any steps to prosecute the proceedings as against the BASF Defendants on or after the date of execution of this Settlement Agreement and until the Effective Date of this Settlement Agreement, other than those steps provided for or required by the Settlement Agreement and those steps that are necessary to secure the Courts' approval of this Settlement Agreement.

3.3 Pre-Motion Confidentiality

Until the first of the motions required by section 3.2 are filed with the Courts, this Settlement Agreement and all of its terms shall be kept confidential and shall not be disclosed by either the Plaintiffs or the BASF Defendants, without the prior written consent of counsel for the BASF Defendants or Class Counsel respectively, except as may be required for the purposes of financial or regulatory reporting or the preparation of financial records (including tax returns and financial statements) or as otherwise required by law.

3.4 Sequence of Motions

The Plaintiffs in Quebec shall not proceed with a motion to approve this Settlement Agreement in the Proceeding commenced in Quebec unless and until the Ontario Court approves this Settlement Agreement in the Proceeding commenced in Ontario. The approval motion may be filed in Quebec before the Ontario Court has approved this Settlement Agreement, but Quebec Counsel agree to seek an adjournment of any approval hearing to permit the Ontario Court to first render its decision on the motion for approval brought before it. Class Counsel and the BASF Defendants may agree to waive this provision.

SECTION 4– SETTLEMENT BENEFITS

4.1 Payment of Settlement Amount

(1) BASF Canada agrees to pay the Settlement Amount in accordance with this Settlement Agreement, in full satisfaction of all of the Released Claims against the Releasees.

(2) BASF Canada shall have no obligation to pay any amount in addition to the Settlement Amount, for any reason, pursuant to or in furtherance of this Settlement Agreement.

(3) BASF Canada shall pay the Settlement Amount on or before the Deposit Date to Ontario Counsel for deposit into the Account.

(4) Ontario Counsel shall maintain the Account as provided for in this Settlement Agreement and shall not pay out any of the Settlement Amount, except in accordance with the provisions of this Settlement Agreement, without an order of the Courts made on notice to or on consent of the Parties.

4.2 Taxes and Interest

(1) All interest earned on the Settlement Amount shall become and remain part of the Account.

(2) Subject to section 4.2(3), all taxes payable on any interest which accrues on the Settlement Amount in the Account or otherwise in relation to the Settlement Amount shall be the responsibility of the Settlement Classes. Ontario Counsel shall be solely responsible to fulfill all tax reporting and payment requirements arising from the Settlement Amount in the Account, including any obligation to report taxable income and make tax payments. All taxes (including interest and penalties) due with respect to the income earned by the Settlement Amount shall be paid from the Account.

(3) The BASF Defendants shall have no responsibility to make any filings relating to the Account and will have no responsibility to pay tax on any income earned by the Settlement Amount or pay any taxes on the monies in the Account, unless this Settlement Agreement is not approved or is terminated, in which case the interest earned on the Settlement Amount in the Account shall be returned to BASF Canada who, in such case, shall be responsible for the payment of all taxes on such interest.

4.3 Cooperation

(1) Within sixty (60) days of the Certification Date or at any other time mutually agreed upon by the Parties, BASF Canada agrees to produce to the Plaintiffs from its existing records whatever electronic transactional data it has for sales by BASF Canada of Polyether Polyol Products to any Settlement Class Members during the Class Period. To the extent such data has already been provided pursuant to Section 13.2 of this Settlement Agreement, BASF Canada shall not be required to reproduce the data and may simply authorize Class Counsel to utilize that information as though it were provided pursuant to this section. Such data shall be treated as Highly Confidential with the same meaning and effect as such a designation would have

pursuant to the protective order (Doc. 165) in the U.S. Litigation and shall be given the highest level of protection under any protective order obtained as provided in section 4.3(6), below. If Class Counsel, acting reasonably, is of the view that electronic transactional data for sales of Polyether Polyol Products to purchasers in Canada for two (2) years beyond the Class Period is reasonably necessary for the purposes of any common issues trial in the Proceedings, at a time mutually agreed upon by the Parties, BASF Canada shall produce such data. BASF Canada may but shall not be required to extract or manipulate any of the electronic transactional data to be produced pursuant hereto. In connection with the production of electronic transactional data pursuant to this section 4.3(1), BASF Canada shall make available technical and computer personnel, on such terms as may be agreed between the parties acting reasonably, to assist Class Counsel in understanding and using such data. Class Counsel shall advise the BASF Defendants no later than thirty (30) days after a final judgment has been rendered in the Proceedings (or they have been dismissed) against all Defendants, it being understood and agreed that the BASF Defendants will have no obligation to preserve any data thereafter.

(2) In response to reasonable requests by Class Counsel, but only to the extent practicable, BASF Canada agrees to produce at trial and/or discovery, or through affidavits or other testimony, representatives qualified to establish for admission into evidence the authenticity (within the meaning of Rule 51.01 of the Ontario Rules of Civil Procedure or the equivalent rule in Quebec) of any of BASF Canada's non-privileged Documents produced in the Proceedings (including any produced pursuant to and subject to the terms of this Agreement).

(3) Class Counsel shall, within 30 days of being advised of the quantum, reimburse BASF Canada for all reasonable costs and expenses incurred in respect of the cooperation provisions set out in subsections (1) - (2) above, to a maximum of \$3,500.00.

(4) BASF Canada shall not be required to produce or provide pursuant to subsection (1) any information or Documents: (i) that it is prohibited by law from so producing or providing; (ii) that it obtained from any other party in any action or proceeding; or (iii) that are protected from disclosure by any applicable legal privilege.

(5) BASF Canada's obligations to cooperate shall not be affected by the release provisions of this Settlement Agreement. The obligation to cooperate shall cease as of the date that final

judgment has been rendered in the Proceedings (or they have been dismissed) against all Defendants.

(6) All information and Documents provided or produced by BASF Canada to the Plaintiffs pursuant to this Settlement Agreement shall be used only in connection with the Proceedings and shall not be used directly or indirectly for any other purpose. Prior to the approval of this Settlement Agreement, the Plaintiffs shall obtain, at their expense, a protective/confidentiality order in the form attached at Schedule B hereto. This Settlement Agreement shall be contingent on the Plaintiffs obtaining a protective/confidentiality order in substantially the same form as attached at Schedule B hereto, or such other form as the parties may agree. It is understood that this condition is for the sole benefit of BASF Canada and may be waived by BASF Canada.

(7) In addition to the foregoing, Class Counsel and Plaintiffs agree to maintain the confidentiality of any information or Documents produced that have been designated Confidential or Highly Confidential in accordance with the terms of the Protective Order (Doc. 165) in the U.S. Litigation, the September 10, 2010 Order of the Court (Doc. 1625) in the U.S. Litigation and to comply with all provisions therein, including the execution of the required certification.

SECTION 5– DISTRIBUTION OF THE SETTLEMENT AMOUNT AND ACCRUED INTEREST

5.1 Distribution Plan

The Settlement Amount shall be held by Ontario Counsel for the benefit of the Settlement Class Members. After the Effective Date, and at an appropriate time as determined by Class Counsel, the Settlement Amount shall be distributed in accordance with a plan approved by the Courts (the “Plan of Distribution”). Class Counsel shall, by motion, on notice to the BASF Defendants, submit a notice and Plan of Distribution for approval by the Courts at the appropriate time.

5.2 No Responsibility for Administration or Fees

(1) Ontario Counsel shall bear all risks related to any investment of the monies in the Account. In no event shall the BASF Defendants have any responsibility, financial obligations, responsibility or liability whatsoever with respect to the investment, distribution or

administration of monies in the Account including, but not limited to, a decrease or depreciation in the value of any investments purchased with the monies in the account, the costs and expenses of such investments, distribution, use, administration, Administration Expenses and Class Counsel Fees.

(2) All funds held by Ontario Counsel shall be considered to be in *custodia legis* of the Courts and shall remain subject to the jurisdiction of the Courts until such time as such funds have been distributed pursuant to this Settlement Agreement and/or further order of the Courts.

(3) Ontario Counsel hereby indemnifies, defends, and holds harmless the BASF Defendants and their respective directors, officers and employees from and against any harm or injury suffered by reason of the use, misuse, erroneous disbursement, or other action taken or failure to act by Ontario Counsel with the Settlement Amount or monies in the Account not strictly in accordance with the provisions of this Settlement Agreement or any implementing order of the Courts.

SECTION 6 – TERMINATION OF SETTLEMENT AGREEMENT

6.1 Right of Termination

(1) If one or more of the following events occur, the Plaintiffs and BASF Canada shall each, in their respective sole discretion, have the option to terminate this Settlement Agreement in its entirety:

- (a) any Court declines to approve this Settlement Agreement or the BASF Corporation Settlement Agreement or any material part thereof;
- (b) any Court approves this Settlement Agreement or the BASF Corporation Settlement Agreement in a materially modified form;
- (c) any Court fails to grant the protective/confidentiality order contemplated in section 4.3(8); or
- (d) any order approving this Settlement Agreement or the BASF Corporation Settlement Agreement is materially modified or set aside on appeal.

(2) Any order, ruling, or determination made by any Court with respect to an award of Class Counsel's fees and disbursements from the Account shall not be deemed to be a material modification of all, or a part, of this Settlement Agreement and shall not provide any basis for the termination of this Settlement Agreement.

(3) BASF Canada shall, in its sole discretion, also have the option to terminate this Settlement Agreement in its entirety if the total Purchase Price for Polyether Polyol Products by persons who opt out of the Proceedings in accordance with section 8 hererof (or the equivalent section in any settlement agreement with another Settled Defendant whose settlement has been approved or is being approved by the courts at the same time and pursuant to the same notices as this Settlement Agreement), exceeds CAN \$75,000,000 (the "Opt-Out Threshold").

(4) If, pursuant to sections 6.1(1) and (3) above, the Plaintiffs or BASF Canada wish to terminate the Settlement Agreement, notice of such decision to terminate the Settlement Agreement must be provided in writing to the Plaintiffs or BASF Canada, as applicable, within sixty (60) days of an event under sections 6.1(1) or (3) having occurred.

6.2 Effect of Termination

Except as provided in section 6.4, if this Settlement Agreement is deemed terminated or is terminated pursuant to this section, it shall be null and void, have no further force and effect, shall not be binding, and shall not be used as evidence or otherwise in any litigation, all as more particularly set forth in the recitals and Section 2 hereof, and

- (a) no motion to certify or authorize any of the Proceedings as a class action on the basis of this Settlement Agreement, or to approve this Settlement Agreement, shall proceed and any pending such motions shall be withdrawn; and
- (b) any order previously made certifying or authorizing a Proceeding as a class action on the basis of the Settlement Agreement or approving this Settlement Agreement shall be vacated or set aside and declared null and void and of no force or effect, and the Plaintiffs, Class Counsel, all Settlement Class Members and all other Persons shall be estopped from asserting otherwise.

6.3 Allocation of Monies in the Account Following Termination

If the Settlement Agreement is terminated Ontario Counsel shall return to BASF Canada all monies in the Account including interest, but less the costs of notice expended in accordance with sections 12 and 14, and any monies which are reasonably withheld and used to pay any taxes which may become owing on interest earned, within thirty (30) business days of a notice of termination being provided in accordance with section 6.1(4).

6.4 Survival of Provisions After Termination

(1) If this Settlement Agreement is terminated for any reason, the provisions of sections 2, .2, 4.2, 5.2, 6.2, 6.3, 10.1, 10.2, 10.3, 11.2, 13.2(2), 13.2(4), 14(3) and 14(5) and the definitions and Schedule applicable thereto shall survive the termination and continue in full force and effect. All other provisions of this Settlement Agreement and all other obligations pursuant to this Settlement Agreement shall cease immediately.

(2) The BASF Defendants and Plaintiffs expressly reserve all of their respective defences and rights to the extent that this Settlement Agreement does not become effective or is terminated or deemed to be terminated.

SECTION 7– RELEASES AND DISMISSALS

7.1 Release of Releasees

(1) Upon the Effective Date, and in consideration of payment of the Settlement Amount, and for other valuable consideration set forth in the Settlement Agreement, the Releasors shall be deemed to and do hereby, forever and absolutely release, acquit and discharge the Releasees from the Released Claims. The Parties shall use their best efforts to have the terms of the release contemplated herein incorporated into the orders obtained from the Courts approving this Settlement Agreement.

(2) The Plaintiffs and Settlement Class Members acknowledge that they are aware that they may hereafter discover facts in addition to, or different from, those facts which they know or believe to be true with respect to the subject matter of this Settlement Agreement, and that it is their intention to release fully, finally and forever all Released Claims (including, without limitation, anything that might be based on additional or different facts later discovered), and in

furtherance of such intention, this release shall be and remain in effect notwithstanding the discovery or existence of any such additional or different facts.

7.2 Covenant Not To Sue

(1) Notwithstanding section 7.1, for any Settlement Class Members resident in any province or territory where the release of one tortfeasor is a release of all other tortfeasors, the Releasors do not release the Releasees but instead covenant and undertake not to make any claim in any way or to threaten, commence, or continue any proceeding in any jurisdiction against the Releasees in respect of or in relation to the Released Claims. The Parties shall use their best efforts to have the terms of the covenant not to sue contemplated herein incorporated into the orders obtained from the Courts approving this Settlement Agreement.

(2) The Plaintiffs and Settlement Class Members acknowledge that they are aware that they may hereafter discover facts in addition to, or different from, those facts which they know or believe to be true with respect to the subject matter of the Settlement Agreement, and that it is their intention to fully, finally and forever covenant and undertake not to sue or make any claim against the Releasees as set out in this Subsection 7.3(2), and in furtherance of such intention, this covenant not to sue shall be and remain in effect notwithstanding the discovery or existence of any such additional or different facts.

7.3 No Further Claims

The Releasors shall not now or hereafter commence, institute, continue, maintain or assert, either directly or indirectly, whether in Canada or elsewhere, on their own behalf or on behalf of any class or any other Person, any action, suit, cause of action, claim or demand against any Releasee or any other Person who may claim contribution or indemnity from any Releasee in respect of any Released Claim or any matter related thereto, except for the continuation of the Proceedings against the Non-Settling Defendants or unnamed co-conspirators as long as none of them are Releasees.

7.4 Dismissal of the Proceedings

Upon the Effective Date, the Proceedings shall be dismissed with prejudice and without costs as against the BASF Defendants.

7.5 Dismissal of Other Actions

(1) Upon the Effective Date, each Settlement Class Member shall be deemed to consent to the dismissal, without costs and with prejudice, of his, her or its Other Actions against the Releasees.

(2) Upon the Effective Date, all Other Actions commenced in Ontario or Quebec by any Settlement Class Member relating to the Released Claims shall be dismissed against the Releasees, without costs and with prejudice.

SECTION 8 – OPTING-OUT

8.1 Procedure

(1) The procedure for opting out of the Proceedings, including timing and notice requirements and the information required of the Person seeking to opt out, shall be agreed to by the Parties and approved by the Courts as part of the Final Orders or as the Parties otherwise agree.

8.2 Opt-Out Deadline

(1) Class Counsel shall, by motion, on notice to the BASF Defendants, submit a notice of settlement approval for approval by the Courts at the appropriate time. This notice shall require that on a date no later than forty five (45) days after the first publication of the notice of settlement approval, members of the Ontario Settlement Class and Quebec Settlement Class that are eligible to opt out and that do not want to participate in the settlement must submit a timely and valid request for exclusion from the Settlement Class (“Opt-Out Deadline”).

8.3 Opt-Out Report

(1) Within thirty (30) days after the expiration of the Opt-Out Deadline, Class Counsel or such other person as may be agreed between the parties, shall provide the BASF Defendants (and Class Counsel, if applicable) with a report advising as to the names of any Opt-Outs, the reason for their opting out, if known, the best estimate of the total Purchase Price paid by each Opt-Out for purchases from each Settling Defendant, and a copy of all information provided by that Opt-Out in the opting out process (“Opt-Out Report”).

8.4 BASF Canada' Right to Terminate

(1) BASF Canada shall have the sole and unfettered right to terminate this Settlement Agreement in accordance with section 6.1(3) hereof if the Opt-Out Threshold provided for herein is exceeded.

SECTION 9– BAR ORDER AND OTHER CLAIMS

9.1 Ontario

The Ontario Plaintiff shall seek and obtain a bar order from the Ontario Court providing for the following:

- (a) all claims for contribution, indemnity or other claims over, whether asserted, unasserted or asserted in a representative capacity, inclusive of interest, taxes and costs, relating to the Released Claims, which were or could have been brought in the Proceedings or otherwise, by any Non-Settling Defendant, a Settled Defendant or any other Person or party, against a Releasee, are barred, prohibited and enjoined in accordance with the terms of this section;
- (b) if the Court ultimately determines that there is a right of contribution and indemnity between the Defendants, the Plaintiffs and the Settlement Class Members shall restrict their joint and several claims against the Non-Settling Defendants such that the Plaintiffs and the Settlement Class Members shall be entitled to claim and recover from the Non-Settling Defendants on a joint and several basis only those damages, if any, (including punitive damages) that corresponds with the liability allocable to the sales or conduct of the Non-Settling Defendants proven at trial or otherwise and shall not seek to recover from any Person the Proportionate Liability. ;
- (c) a Non-Settling Defendant may, after the Certification Date, upon motion on at least thirty (30) days notice to counsel for the BASF Defendants, seek an order from the Ontario Court for the following:
 - (A) documentary discovery and an affidavit of documents in accordance with the *Rules of Civil Procedure*, O. Reg. 194 from the BASF Defendants;

- (B) oral discovery of a representative of the BASF Defendants, the transcript of which may be read in at trial;
 - (C) leave to serve a request to admit on the BASF Defendants in respect of factual matters; and/or
 - (D) the production of a representative of the BASF Defendants to testify at trial, with such witness to be subject to cross-examination by counsel for the Non-Settling Defendants.
- (d) The BASF Defendants retain all rights to oppose the motion(s) set out in subsection 8.1(c), including the right to make submissions on the motion before the court and shall not by the terms hereof be deemed to have agreed or acknowledged that any Non-Settling Defendant is entitled to any such relief .
- (e) To the extent that an order is granted pursuant to subsection 8.1(c) and discovery is provided to a Non-Settling Defendant, a copy of all discovery provided, whether oral or documentary in nature, shall be provided in a timely manner by the BASF Defendants to the Plaintiffs and Class Counsel, at Class Counsel's expense.
- (f) A Non-Settling Defendant may effect service of the motion(s) referred to in section 8.1(c) on the BASF Defendants by service on counsel of record for the BASF Defendants in the Proceedings.

9.2 Quebec

The Quebec Plaintiff shall seek an order from the Quebec Court providing for the following:

- (a) the Quebec Plaintiff and the Quebec Settlement Class Members expressly waive and renounce the benefit of solidarity against the Non-Settling Defendants with respect to the facts and deeds of the BASF Defendants;
- (b) the Quebec Plaintiff and the Quebec Settlement Class Members shall henceforth only be able to claim and recover damages, including punitive damages, attributable to the conduct of and/or sales by the Non-Settling Defendants;

- (c) any action in warranty or other joinder of parties to obtain any contribution or indemnity from the BASF Defendants or relating to the Released Claims shall be inadmissible and void in the context of the Quebec Proceeding; and
- (d) that any future right by the Non-Settling Defendants to examine on discovery a representative of the BASF Defendants will be determined according to the provisions of the *Code of Civil Procedure*, and the BASF Defendants shall reserve their right to oppose any motion seeking the court's permission to conduct such an examination under the *Code of Civil Procedure*.

9.3 Claims Against Other Entities Reserved

Except as provided herein, this Settlement Agreement does not settle, compromise, release or limit in any way whatsoever any claim by Settlement Class Members against any Person other than the Releasees.

SECTION 10 – EFFECT OF SETTLEMENT

10.1 No Admission of Liability

The Parties expressly reserve all of their rights if this Settlement Agreement is terminated. Further, the Parties agree that, whether or not this Settlement Agreement is terminated, this Settlement Agreement and anything contained herein, and any and all negotiations, documents, discussions and proceedings associated with this Settlement Agreement, and any action taken to carry out this Settlement Agreement, shall not be deemed, construed or interpreted to be an admission of any violation of any statute or law, or of any wrongdoing or liability by the BASF Defendants, or of the truth of any of the claims or allegations contained in the Proceedings or any other pleading filed by the Plaintiffs or any Settlement Class Member.

10.2 Agreement Not Evidence

The Parties agree that, whether or not it is terminated, this Settlement Agreement and anything contained herein, and any and all negotiations, documents, discussions and proceedings associated with this Settlement Agreement, and any action taken to carry out this Settlement Agreement, shall not be referred to, offered as evidence or received in evidence in any pending or future civil, criminal or administrative action or proceeding, except in a proceeding to enforce

this Settlement Agreement, or to defend against the assertion of Released Claims, or as otherwise required by law.

10.3 No Further Litigation

(1) Except as provided in this section, no Class Counsel, Plaintiffs, Settlement Class Member, nor anyone currently or hereafter employed by, associated with, or a partner with Class Counsel, Plaintiffs, or Settlement Class Member, may directly or indirectly participate or be involved in or in any way assist with respect to any claim made or action commenced by any Person which relates to or arises from the Released Claims. Moreover, these persons may not divulge to anyone for any purpose any information obtained in the course of the Proceedings or the negotiation and preparation of this Settlement Agreement, except to the extent such information is otherwise publicly available or otherwise ordered by a court.

(2) Section 10.3(1) does not apply to the involvement of any Person in the continued prosecution of the Proceedings against any Non-Settling Defendants or unnamed co-conspirators.

SECTION 11 – CERTIFICATION OR AUTHORIZATION FOR SETTLEMENT ONLY

11.1 Settlement Class and Common Issue

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

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

11.2 Certification or Authorization Without Prejudice

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

SECTION 12– NOTICE TO SETTLEMENT CLASSES

12.1 Notices Required

The proposed Settlement Classes shall be given notice of: (i) hearings at which the Courts will be asked to certify the Proceedings as class proceedings and approve the Settlement Agreement; and (ii) the certification or authorization of the Proceedings as class proceedings, their right to opt-out and the approval of this Settlement Agreement if granted by the Courts.

12.2 Form and Distribution of Notices

The form of the notices referred to in section 12.1 and the manner of their publication and distribution shall be as agreed to by the Parties and approved by the Courts.

SECTION 13 – ADMINISTRATION AND IMPLEMENTATION

13.1 Mechanics of Administration

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

13.2 Information and Assistance

(1) BASF Canada will make reasonable efforts to compile a list of the names and addresses of members of the Ontario Settlement Class and members of the Quebec Settlement Class who purchased Polyether Polyol Products from BASF Canada during the Class Period. BASF Canada may, but shall not be required to, extract this information from its existing records, or may produce it in the form in which it exists in its records.

(2) The information required by section 13.2(1) shall be delivered to Ontario Class Counsel within thirty (30) business days of the execution of this Settlement Agreement. Except as otherwise provided for in this Settlement Agreement, Ontario Class Counsel shall not share this information with anyone or use it for any purpose other than to advise members of the Ontario Settlement Class and members of the Quebec Settlement Class of their right to opt-out and the date of the approval hearings before the Courts.

(3) BASF Canada will make reasonable best efforts to provide the Purchase Price paid by each person who is identified in Section 13.2(1). BASF Canada may, but shall not be required to, extract this information from its existing records, or may produce it in the form in which it exists in its records. This information shall be provided to Class Counsel within fourteen (14) days of the Effective Date. Ontario Class Counsel shall not share this information with anyone or use it for any purpose other than to facilitate the claims administration process eventually established in accordance with section 5 of this Settlement Agreement. If available at the time, this information can also be used for the purposes of the Opt-Out Report.

(4) If this Settlement Agreement is terminated, all information and Documents provided by BASF Canada pursuant to sections 13.2 and 13.3 shall be returned forthwith and no record of the information or Documents so provided shall be retained by Class Counsel in any form whatsoever.

SECTION 14 – CLASS COUNSEL FEES AND ADMINISTRATION EXPENSES

(1) Class Counsel may seek the Courts' approval to pay Class Counsel Fees and Administration Expenses from the monies in the Account.

(2) Subject to section 14(3), Class Counsel Fees and Administration Expenses may be paid out of the Account after the Effective Date.

(3) Notwithstanding section 14(2), Class Counsel may pay the cost of the notice of certification and settlement approval hearing referred to in section 12(1) of this Settlement Agreement out of the Account, in an amount not to exceed CAN \$25,000.00 and only after the notices have been agreed to by the Parties and approved by the Courts.

(4) In the event that the notice referred to in section 12 of this Settlement Agreement apply to both this Settlement Agreement and any prior or subsequent settlement agreement reached by the Plaintiffs with any other Settled Defendants, the costs of the notices shall be shared by each Settled Defendant to whom the notices apply, pro rata, based upon the Settlement Amount and any settlement amount paid or to be paid by such Settled Defendant, but in no event shall the amount paid from the Settlement Amount exceed the amount provided for in subsection (3) hereof without approval from the Courts.

(5) The BASF Defendants shall not be liable for any fees, disbursements or taxes of any of Class Counsel's, the Plaintiffs' or Settlement Class Members', respective lawyers, experts, advisors, agents, or representatives.

SECTION 15 – MISCELLANEOUS

15.1 Motions for Directions

(1) Class Counsel or the BASF Defendants may apply to the Courts, or the Ontario Court, as applicable, for directions in respect of the implementation and administration of this Settlement Agreement.

(2) All motions contemplated by this Settlement Agreement shall be on notice to the Parties.

15.2 Releasees Have No Liability for Administration

The Releasees have no responsibility for and no liability whatsoever with respect to the administration, implementation, approval or enforcement of the Settlement Agreement.

15.3 Headings, etc.

In this Settlement Agreement:

- (a) the division of the Settlement Agreement into sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Settlement Agreement; and
- (b) the terms “this Settlement Agreement”, “hereof”, “hereunder” and similar expressions refer to this Settlement Agreement and not to any particular section or other portion of this Settlement Agreement.

15.4 Computation of Time

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

- (a) where there is a reference to a number of days between two events, the number of days shall be counted by excluding the day on which the first event happens and including the day on which the second event happens, including all calendar days; and
- (b) only in the case where the time for doing an act expires on a holiday, the act may be done on the next day that is not a weekend or statutory holiday

15.5 Ongoing Jurisdiction

- (1) Each of the Courts shall retain exclusive jurisdiction over each Proceeding commenced in its jurisdiction, the Parties thereto and the Class Counsel Fees in those Proceedings.
- (2) No Court shall make any order or give any direction in respect of any matter of shared jurisdiction unless that order or direction is conditional upon a complimentary order or direction being made or given by the other Court with which it shares jurisdiction over that matter.
- (3) Notwithstanding the above, the Ontario Court shall exercise jurisdiction with respect to implementation, administration, and enforcement of the terms of this Settlement Agreement and the Plaintiffs, Settlement Classes and the BASF Defendants submit to the jurisdiction of the Ontario Court for purposes of implementing, administering, and enforcing the settlement provided for in this Settlement Agreement or the Account. Any matters not specifically related to the particular claim of a Quebec Settlement Class Member shall be determined by the Ontario Court and shall be binding on the members of the Settlement Classes.

15.6 Governing Law

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

15.7 Entire Agreement

This Settlement Agreement constitutes the entire agreement among the Parties, and supersedes all prior and contemporaneous understandings, undertakings, negotiations, representations, promises, agreements, agreements in principle and memoranda of understanding in connection herewith. None of the Parties will be bound by any prior obligations, conditions or representations with respect to the subject matter of this Settlement Agreement, unless expressly incorporated herein or in the agreement in principle between Class Counsel and the BASF Defendants dated October 23, 2011 upon which this Settlement Agreement is predicated. The Parties acknowledge the existence of the BASF Corporation Settlement Agreement which is intended to operate, by its own terms, alongside this Settlement Agreement.

15.8 Amendments

This Settlement Agreement may not be modified or amended except in writing and on consent of all Parties hereto and any such modification or amendment must be approved by the Courts with jurisdiction over the matter to which the amendment relates.

15.9 Binding Effect

This Settlement Agreement shall be binding upon, and enure to the benefit of, the Plaintiffs, the Releasors, the BASF Defendants, the Releasees and all of their successors and assigns. Without limiting the generality of the foregoing, each and every covenant and agreement made herein by the Plaintiffs shall be binding upon all Releasors and each and every covenant and agreement made herein by BASF Canada shall be binding upon all of the Releasees.

15.10 Survival

The representations and warranties contained in this Settlement Agreement shall survive its execution and implementation.

15.11 Counterparts

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

15.12 Negotiated Agreement

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

15.13 Language

The Parties acknowledge that they have required and consented that this Agreement and all related documents be prepared in English; les parties reconnaissent avoir exigé que la présente convention et tous les documents connexes soient rédigés en anglais. Nevertheless, if required, Ontario Class Counsel shall prepare a French translation of the Settlement Agreement at their own expense. The Parties agree that such translation is for convenience only. In the event of any dispute as to the interpretation or application of this Settlement Agreement, only the English version shall be considered.

15.14 Transaction

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

15.15 Recitals

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

15.16 Schedule

The Schedule annexed hereto forms part of this Settlement Agreement.

15.17 Acknowledgements

Each of BASF Canada and the Plaintiffs hereby affirms and acknowledges that:

- (a) he, she or a representative with the authority to bind them with respect to the matters set forth herein has read and understood the Settlement Agreement;
- (b) the terms of this Settlement Agreement and the effects thereof have been fully explained to him, her or their representative by his, her or its counsel;
- (c) he, she or their representative fully understands each term of the Settlement Agreement and its effect; and
- (d) none of them has relied upon any statement, representation or inducement (whether material, false, negligently made or otherwise) of any other of them with respect to the decision to execute this Settlement Agreement except as specified or referred to herein.

15.18 Authorized Signatures

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

15.19 Notice

Where this Settlement Agreement requires a Party to provide notice or any other communication or document to another, such notice, communication or document shall be provided by email, facsimile or letter by overnight delivery to the representatives for the Party to whom notice is being provided, as identified below:

For Plaintiffs and for Class Counsel:

Charles M. Wright

Siskinds LLP
Barristers and Solicitors
680 Waterloo Street
London, ON N6A 3V8

Telephone: 519-660-7753

Facsimile: 519-672-6065

Email: charles.wright@siskinds.com

Simon Hébert

Siskind Desmeules s.e.n.c.r.l.
Les promenades du Vieux-Quebec
43 rue Beadle, bureau 320
Quebec City, QC G1R 4A2

Telephone: 418-694-2009

Facsimile: 418-694-0281

Email: simon.hebert@siskindsdesmeules.com

For BASF Defendants:

Jessica Kimmel

Goodmans LLP
Bay Adelaide Centre
333 Bay Street, Suite 3400
Toronto, Ontario M5H 2S7

Telephone: 416-979-2211

Facsimile: 416-979-1234

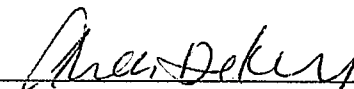
Email: jkimmel@goodmans.ca

15.20 Date of Execution

The Settlement Agreement has been executed as of the date on the cover page.

**CROSSLINK TECHNOLOGY INC. AND
ANNE JOHNSON**

By:



Name: Siskinds LLP

Title: Ontario Counsel

By:

Name: Siskind Desmeules s.e.n.c.r.l

Title: Quebec Counsel

Simon Hébert

Siskind Desmeules s.e.n.c.r.l.
Les promenades du Vieux-Quebec
43 rue Beadle, bureau 320
Quebec City, QC G1R 4A2

Telephone: 418-694-2009

Facsimile: 418-694-0281

Email: simon.hebert@siskindsdesmeules.com

For BASF Defendants:

Jessica Kimmel

Goodmans LLP
Bay Adelaide Centre
333 Bay Street, Suite 3400
Toronto, Ontario M5H 2S7

Telephone: 416-979-2211

Facsimile: 416-979-1234

Email: jkimmel@goodmans.ca

15.20 Date of Execution

The Settlement Agreement has been executed as of the date on the cover page.

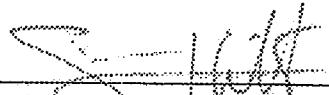
CROSSLINK TECHNOLOGY INC. AND
ANNE JOHNSON

By:

Name: Siskinds LLP

Title: Ontario Counsel

By:

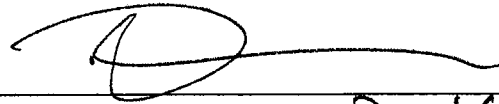


for Name: Siskind Desmeules s.e.n.c.r.l

Title: Quebec Counsel

BASF CANADA INC

By:

A handwritten signature in black ink, appearing to read "Daniel G. Cohen", written over a horizontal line.

Name: Goodmans LLP

Daniel G. Cohen

Title: Canadian Counsel

SCHEDULE A

17 ISO
202 ISO
50 ISO
78 ISO
81 ISO
99 ISO
1105 FR PASTE
5120 ISO
AF 9037A ISO
AF 93B9407 RESIN
AUTOFROTH 101 B 0107 RESIN
AUTOFROTH 101 B 0308 RESIN
AUTOFROTH 102-B-9313 RESIN
AUTOFROTH 87-B-9399 RESIN
AUTOFROTH 88-X-9142 RESIN
AUTOFROTH 89-B-9303 RESIN
AUTOFROTH 9037A ISOCYANATE
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AUTOFROTH 9300A ISO
AUTOFROTH 93-B-9590 RESIN
AUTOFROTH 93-B-9604 RESIN
AUTOFROTH 93-B-9610
AUTOFROTH 95 X 9118 RESIN
AUTOFROTH 95 X 9137 RESIN
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AUTOPOUR 87 B 9820 RESIN
AUTOPOUR 87-B-9810 RESIN
AUTOPOUR 931-2113 ISOCYANATE
BRINOL 96L4
CASTOR OIL
DOW CORNING 3-5000 COATING-DK GRAY
DOW CORNING 3-5000 COATING-LT GRAY
DR 20524 PASTE
ELASTOCAST 3236T ISOCYANATE
ELASTOCAST 3256T ISOCYANATE
ELASTOCAST 70111R RESIN
Elastocast 70215GW Resin
ELASTOCAST 70360 T ISO
ELASTOCAST 70729T ISO
ELASTOCAST 70950T ISO
ELASTOCAST 70951R
ELASTOCAST C 5122 RESINE

ELASTOCAST C 5122/1 RESIN
ELASTOCAST C 5123 RESIN
ELASTOCAST C 5126 RESIN
ELASTOCAST C 5131 RESIN
ELASTOCAST C 5132 RESIN
ELASTOCAST C 5137 RESIN
Elastocast HSE 190 Resin
Elastocast HSE 50 Blk Resin
ELASTOCAST HSE 50 ISOCYANATE
ELASTOCAST HSE 50 NatResin
Elastocast HSE 75-60 Iso L
ELASTOCAST HSE 77FR Iso L
Elastocast HSE 77FR Resin
Elastocast HSE75-60 BlkRsn
ELASTOCAST T 5130 RESINE
ELASTOCAST*70215T ISOCYANATE
ELASTOCAST*70738T ISOCYANATE
ELASTOCAST® C 5122 RESIN
ELASTOCAST® C 5122/1 RESIN
ELASTOCAST® C 5123 RESIN
ELASTOCAST® C 5126 RESIN
ELASTOCAST® C 5133 RESIN
ELASTOCAST® C 5135 RESIN
ELASTOCAST® C 5135 RESIN
ELASTOCAST® C 5136 RESIN
ELASTOCAST® C 5138
ELASTOCAST® HSE 77FR-GREY RESIN
ELASTOCAST® R 7058-17 RESIN 1
ELASTOCOAT 3-5000 COATING LT GRAY
ELASTOCOAT 3-5000 COATING-DK GRAY
ELASTOCOAT C 5100 RESINE
ELASTOCOAT C 5128 RESIN
ELASTOCOAT C 6902-101R RESIN
ELASTOCOAT C6902/100
ELASTOCOAT HSE 50 BLK RESIN
ELASTOCOAT® C 5100 RESIN
ELASTOCOAT® C 5128 RESIN
ELASTOCOAT® C 6902/101
ELASTOCORE 9010/100R RESIN
ELASTOFLEX 202 ISOCYANATE
ELASTOFLEX 20655 R
ELASTOFLEX 20655R RESIN
ELASTOFLEX 21640 RESIN
ELASTOFLEX 22584 R
ELASTOFLEX 25020T ISOCYANATE
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ELASTOFLEX 25323R RESIN
ELASTOFLEX 25410R RESIN
ELASTOFLEX 25410R RESIN
ELASTOFLEX 25550R RESIN
ELASTOFLEX 25550T ISOCYANATE
ELASTOFLEX 25621R RESIN
ELASTOFLEX 25715 T ISO
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ELASTOFLEX 25872T ISOCYANATE
ELASTOFLEX 25940R RESIN

ELASTOFLEX 26110T ISO
ELASTOFLEX 26140T ISO 2
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ELASTOFLEX 26650R RESIN
ELASTOFLEX 3089T ISOCYANATE
ELASTOFLEX 3209T ISOCYANATE
ELASTOFLEX 4200/1 ISO
ELASTOFLEX 4222/1 MOD.3
ELASTOFLEX C 2090 ISOCYANTE
ELASTOFLEX C 2090 U ISO
ELASTOFLEX EA 22121R RESIN
ELASTOFLEX EA 22580R RESIN
ELASTOFLEX EA 22585 RESIN
ELASTOFLEX EA22040T ISOCYANATE
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ELASTOFLEX F 4046/2 RESIN
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ELASTOFLEX F 4158/3 RESIN
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ELASTOFLEX F 4212 RESIN
ELASTOFLEX F 4213 RESIN
ELASTOFLEX F 4221/1 RESIN
ELASTOFLEX F 4222/4 RESIN
ELASTOFLEX R 2072 U
ELASTOFLEX R 21633 RESIN
ELASTOFLEX R 24440R RESIN
ELASTOFLEX R 24440T ISOCYANATE
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ELASTOFLEX S 3133/1 RESINE
ELASTOFLEX S 3133/3 RESIN
ELASTOFLEX S 3139 RESIN
ELASTOFLEX S 3139 RESIN
ELASTOFLEX S 3141B RESIN
ELASTOFLEX S 3147 RESIN
ELASTOFLEX S 3148 RESIN
ELASTOFLEX S 3148 1
ELASTOFLEX S 3149 RESIN 1

ELASTOFLEX S 3151 1
ELASTOFLEX S 3153 RESIN 1
ELASTOFLEX S 3154 RESIN
ELASTOFLEX TF-22380R RESIN
ELASTOFLEX W 20990T ISO
ELASTOFLEX W 21642R RESIN
ELASTOFLEX W 22020 T ISO
ELASTOFLEX W 22640 R RESIN
ELASTOFLEX W 23390 T ISO
ELASTOFLEX W 23870 T ISO
ELASTOFLEX W 24090R RESIN
ELASTOFLEX W 24101R RESIN
ELASTOFLEX W 24450T ISOCYANATE
ELASTOFLEX W 24453R RESIN
ELASTOFLEX W 24454R RESIN
Elastoflex W 5761/100 1 1
ELASTOFLEX W20120R RESIN
ELASTOFLEX W20120T ISOCYANATE
ELASTOFLEX W20990T ISOCYANATE
ELASTOFLEX W23430T ISO
ELASTOFLEX W5761/100 ISOCYANATE
ELASTOFLEX* F 4216 RESIN
ELASTOFLEX* W 21640R RESIN
ELASTOFLEX* W 22020T ISOCYANATE
ELASTOFLEX* W21640R RESIN
ELASTOFLEX*25260T ISOCYANATE
ELASTOFLEX*25410R RESIN
ELASTOFLEX*25550T ISOCYANATE
ELASTOFLEX*25830T ISOCYANATE
ELASTOFLEX*EA22278R RESIN
ELASTOFLEX*EA22585R RESIN
ELASTOFLEX*R 20557T ISOCYANATE
ELASTOFLEX*TF22097T ISOCYANATE
ELASTOFLEX*W20120T ISOCYANATE
ELASTOFLEX® 25941R RESIN
ELASTOFLEX® 26110T ISO
ELASTOFLEX® 4151/2 RESIN
ELASTOFLEX® 4159 RESIN
ELASTOFLEX® 4222 RESIN
ELASTOFLEX® C 2090 U ISO
ELASTOFLEX® C 2090 U ISO
ELASTOFLEX® F 4046 RESIN
ELASTOFLEX® F 4123 RESIN
ELASTOFLEX® F 4131 RESIN
ELASTOFLEX® F 4151/1 RESIN
ELASTOFLEX® F 4153/2 RESIN
ELASTOFLEX® F 4158/3 RESIN
ELASTOFLEX® F 4168/3 RESIN
ELASTOFLEX® F 4170 RESIN
ELASTOFLEX® F 4172 RESIN
ELASTOFLEX® F 4200 RESIN
ELASTOFLEX® F 4200/1 RESIN
ELASTOFLEX® F 4200/2 RESIN
ELASTOFLEX® F 4202 RESIN
ELASTOFLEX® F 4203 RESIN
ELASTOFLEX® F 4203B RESIN
ELASTOFLEX® F 4211 RESIN

ELASTOFLEX® F 4212 RESIN
ELASTOFLEX® F 4213 RESIN
ELASTOFLEX® F 4214 RESIN
ELASTOFLEX® F 4214/1 RESIN
ELASTOFLEX® F 4221 RESIN
ELASTOFLEX® F 4222/1 RESIN
ELASTOFLEX® F 4222/2 RESIN
ELASTOFLEX® F 4222/3 RESIN
ELASTOFLEX® F 4225 RESIN
ELASTOFLEX® F 4226 RESIN
ELASTOFLEX® F 4226/1 RESIN
ELASTOFLEX® F 4226/2 RESIN
ELASTOFLEX® F 4227 RESIN
ELASTOFLEX® F 4227/1 RESIN
ELASTOFLEX® F 4228 RESIN
ELASTOFLEX® F 4228/1 RESIN
ELASTOFLEX® F 4229 RESIN
ELASTOFLEX® F 4230 RESIN
ELASTOFLEX® F-1631B-039F RESIN
ELASTOFLEX® F-1676B-023F RESIN
ELASTOFLEX® R 24440/1 RESIN
ELASTOFLEX® R 24442 RESIN
ELASTOFLEX® S 3118B RESIN
ELASTOFLEX® S 3132 RESIN
ELASTOFLEX® S 3133/3 RESIN
ELASTOFLEX® S 3139 RESIN
ELASTOFLEX® S 3141B RESIN
ELASTOFLEX® S 3147 RESIN
ELASTOFLEX® S 3155 RESIN
ELASTOFOAM 3120T ISOCYANATE
ELASTOFOAM 31954R RESIN
ELASTOFOAM 3281T ISOCYANATE
ELASTOFOAM 36900R RESIN
ELASTOFOAM 38938R RESIN
ELASTOFOAM I 1173/4 RESIN
ELASTOFOAM I 1174/2B RESIN
ELASTOFOAM I 1174/2N RESIN
ELASTOFOAM I 1178 RESIN
ELASTOFOAM I 1178/1 RESIN
ELASTOFOAM I 1178/2 RESIN
ELASTOFOAM I 1180/2 RESIN
ELASTOFOAM I 1184/1B RESIN
ELASTOFOAM I 1185B RESIN
ELASTOFOAM I 1188B RESIN
ELASTOFOAM I 1188N RESIN
ELASTOFOAM I 1190 RESIN
ELASTOFOAM I 1199 RESIN
ELASTOFOAM I 1200 RESIN
ELASTOFOAM I 1202B RESIN
ELASTOFOAM I 1203B RESIN
ELASTOFOAM I 1206 RESIN
ELASTOFOAM I 1207 RESIN
ELASTOFOAM I 1208 RESIN
ELASTOFOAM I 1209 RESIN
ELASTOFOAM I 1210 RESIN
ELASTOFOAM I 1212 RESIN
ELASTOFOAM I 1213 RESIN

ELASTOFOAM I 1215 RESIN
ELASTOFOAM I 37000R RESIN
ELASTOFOAM WB 30240 ISO
ELASTOFOAM WB 30240 ISOCYANATE
ELASTOFOAM® I 1173/4 RESIN
ELASTOFOAM® I 1174/2 N RESIN
ELASTOFOAM® I 1174/2B RESIN
ELASTOFOAM® I 1178 RESIN
ELASTOFOAM® I 1178/1
ELASTOFOAM® I 1178/2 RESIN
ELASTOFOAM® I 1180/2 RESIN
ELASTOFOAM® I 1184/1
ELASTOFOAM® I 1184/1 1
ELASTOFOAM® I 1185B RESIN
ELASTOFOAM® I 1185N
ELASTOFOAM® I 1188/2B RESIN
ELASTOFOAM® I 1188/3B RESIN
ELASTOFOAM® I 1188B RESIN
ELASTOFOAM® I 1188N RESIN
ELASTOFOAM® I 1190 RESIN
ELASTOFOAM® I 1200 RESIN
ELASTOFOAM® I 1202B RESIN
ELASTOFOAM® I 1209 RESIN
ELASTOFOAM® I 1210 RESIN
ELASTOFOAM® I 1212 RESIN
ELASTOFOAM® I 1217 RESIN
ELASTOFOAM® I 1220B RESIN
ELASTOFOAM® I 1220N RESIN
ELASTOFOAM® I 1223 RESIN
ELASTOFOAM® I 1224 RESIN
ELASTOFOAM® I 1225 RESIN
ELASTOFOAM® I 1225/1 RESIN
ELASTOFOAM® I 1226 RESIN
ELASTOFOAM® I 1228 RESIN
ELASTOFOAM® I 1210B RESIN BLACK
ELASTOLIT D 9002 B RESIN
ELASTOLIT D 9002 N RESIN
ELASTOLIT D 9002 S RESIN
ELASTOLIT D 9006 RESIN
ELASTOLIT D 9011 RESIN
ELASTOLIT D 9012 RESIN
ELASTOLIT M 23620 R RESIN
ELASTOLIT R 9502 RESIN
ELASTOLIT*M23620R RESIN
ELASTOLIT® D 9002 B RESIN
ELASTOLIT® D 9002 N RESIN
ELASTOLIT® D 9010 RESIN
ELASTOLIT® D-9009 RESIN
ELASTOLIT® R 9500 RESIN
ELASTOLIT® R 9500/1 N
ELASTOLIT® R 9500/1 RESIN
ELASTOLIT® R 9500N RESIN
ELASTOPAN S 6020 RESIN
ELASTOPAN S40641T ISOCYANATE
ELASTOPAN S40650R RESIN
ELASTOPAN*S40641T ISOCYANATE
ELASTOPAN*S40650R RESIN

ELASTOPAN® S 6103 RESIN
ELASTOPAN® S 6113 RESIN
ELASTOPAN® S 6113/1 RESIN
ELASTOPOR 2222 ISO
ELASTOPOR 2752
Elastopor EXH 2110/11
ELASTOPOR H 15980R RESIN
ELASTOPOR H 16301R RESIN
ELASTOPOR H 2110/7
ELASTOPOR P 1036U ISO
ELASTOPOR P 10621R RESIN
ELASTOPOR P 11610R RESIN
ELASTOPOR P 12620R RESIN
ELASTOPOR P 14171R
ELASTOPOR P 14200R RESIN
ELASTOPOR P 15024R RESIN
ELASTOPOR P 15041R RESIN
ELASTOPOR P 15390R RESIN
ELASTOPOR P 15391R RESIN
ELASTOPOR P 15550R RESIN
ELASTOPOR P 15790R RESIN
ELASTOPOR P 15950R RESIN
ELASTOPOR P 16212R RESIN
ELASTOPOR P 16213 RESIN
ELASTOPOR P 16500R RESIN
ELASTOPOR P 16680R RESIN
ELASTOPOR P1001U ISOCYANATE
ELASTOPOR P10111R RESIN
ELASTOPOR P13100R RESIN
ELASTOPOR R 1360B-015F RESIN
ELASTOPOR R 2118 RESIN
ELASTOPOR R 2124-17 RESIN
ELASTOPOR R 2216/1 RESIN
ELASTOPOR R 2218 RESIN
ELASTOPOR R 2221 RESIN
ELASTOPOR R 2222 RESIN
ELASTOPOR R 2223 RESIN
ELASTOPOR R 2224 RESIN
ELASTOPOR R 2225 RESIN
ELASTOPOR R 2226 RESIN
ELASTOPOR R 2234 RESIN
ELASTOPOR R 2235 RESIN
ELASTOPOR R 2241 RESIN
Elastopor R 2244
ELASTOPOR R 2571 RESIN
ELASTOPOR R 2575/1 RESIN
ELASTOPOR R 2575/2 RESIN
ELASTOPOR R 2576 RESIN
ELASTOPOR R 2576 RESIN
ELASTOPOR R 2576/1 RESIN
ELASTOPOR R 2577 RESIN
ELASTOPOR R 2580/1 RESIN
ELASTOPOR R 2582 RESIN
ELASTOPOR R 2587 RESIN
ELASTOPOR R 2593 RESIN
ELASTOPOR R 2596/1 RESIN
ELASTOPOR R 2596/2 RESIN

ELASTOPOR R 2597 RESIN
ELASTOPOR R 2597 RESIN
ELASTOPOR R 2599 RESIN
ELASTOPOR R 2722/1 RESIN
ELASTOPOR R 2725 RESIN
ELASTOPOR R 2725/1 RESINE
ELASTOPOR R 2725/2 RESIN
ELASTOPOR R 2729 RESINE
ELASTOPOR R 2731 RESIN
ELASTOPOR R 2731/1 RESINE
ELASTOPOR R 2731/2 RESIN
ELASTOPOR R 2733 RESIN
ELASTOPOR R 2734/3 RESIN
ELASTOPOR R 2735 RESIN
ELASTOPOR R 2736 RESIN
ELASTOPOR R 2738 RESIN
ELASTOPOR R 2739 RESIN
ELASTOPOR R 2740 RESIN
ELASTOPOR R 2742 RESIN
ELASTOPOR R 2744-17
ELASTOPOR R 2751/1
ELASTOPOR R 2970-17 RESIN
ELASTOPOR R 7013 RESIN
ELASTOPOR R 7015 RESIN
ELASTOPOR R 7017 RESIN
ELASTOPOR R 7019 RESIN
ELASTOPOR R 7025 RESIN
ELASTOPOR R 7034 RESIN
ELASTOPOR R 7036 RESIN
ELASTOPOR R 7037 RESINE
ELASTOPOR R 7037/1 CATALYSEUR
ELASTOPOR R 7038-17 RESIN
ELASTOPOR R 7041-17
ELASTOPOR R 7043/1 RESIN
ELASTOPOR R 7043/2 RESIN
ELASTOPOR R 7043/4 RESIN
ELASTOPOR R 7045-17 RESIN
ELASTOPOR R 7046 RESIN
ELASTOPOR R 7047 RESIN
ELASTOPOR R 7047/1 RESIN
ELASTOPOR R 7048 RESIN
ELASTOPOR R 7051 RESIN
ELASTOPOR R 7053-17 RESIN
ELASTOPOR R 7055-17 RESIN
ELASTOPOR R 7059 RESIN 1
ELASTOPOR R 7063 RESIN
ELASTOPOR R 7102-17 RESIN
ELASTOPOR R 7103 RESIN
ELASTOPOR R 7104/1 RESIN
ELASTOPOR R 7112 RESIN
ELASTOPOR R 7113 RESIN
ELASTOPOR R 7114 RESIN
ELASTOPOR* P 13831 RESIN
ELASTOPOR* P 14690R RESIN
ELASTOPOR* P1036U ISO
ELASTOPOR* P1046U ISO
ELASTOPOR* R 2231 RESIN

ELASTOPOR* R 2231 RESIN
ELASTOPOR*H 16750R RESIN
ELASTOPOR*P 12990R
ELASTOPOR*P 12990R
ELASTOPOR*P 12990R RESIN
ELASTOPOR*P1046U ISOCYANATE
ELASTOPOR*P11610R RESIN
ELASTOPOR*P12620R RESIN
ELASTOPOR*R 2743 RESIN
ELASTOPOR® R 2250 RESIN
ELASTOPOR® 15000R RESIN
ELASTOPOR® 2222 ISO
ELASTOPOR® H 16930R RESIN
ELASTOPOR® H 16931 R RESIN
ELASTOPOR® HP 5025BL RESIN
ELASTOPOR® P 1001W ISOCYANATE
ELASTOPOR® P 10621R RESIN
ELASTOPOR® P 14240R RESIN
ELASTOPOR® P 14450 RESIN
ELASTOPOR® P 14930 R RESIN
ELASTOPOR® P 15160R RESIN
ELASTOPOR® P 16890 RESIN
ELASTOPOR® P15650R RESIN
Elastopor® P16210R
ELASTOPOR® P16211 RESIN
ELASTOPOR® R 0054B-070R RESIN
ELASTOPOR® R 0064B-175 1
ELASTOPOR® R 1221B-040S RESIN
Elastopor® R 1267-017S
ELASTOPOR® R 1366B-020 RESIN
ELASTOPOR® R 1619B-018S RESIN
ELASTOPOR® R 2112 RESIN
ELASTOPOR® R 2115 RESIN
ELASTOPOR® R 2118 RESIN
ELASTOPOR® R 2118/1 N RESIN
ELASTOPOR® R 2118/1 RESIN
ELASTOPOR® R 2124-17 RESIN
ELASTOPOR® R 2148 RESIN
ELASTOPOR® R 2216/1 RESIN
ELASTOPOR® R 2222 RESIN
ELASTOPOR® R 2223 RESIN
ELASTOPOR® R 2224 RESIN
ELASTOPOR® R 2225 RESIN
ELASTOPOR® R 2228 RESIN
ELASTOPOR® R 2228 RESIN
ELASTOPOR® R 2230 ISO
ELASTOPOR® R 2230 RESIN
ELASTOPOR® R 2232 RESIN
ELASTOPOR® R 2233 RESIN
ELASTOPOR® R 2236 RESIN
ELASTOPOR® R 2237 RESIN
ELASTOPOR® R 2238 RESIN
ELASTOPOR® R 2239 RESIN
ELASTOPOR® R 2242 RESIN
ELASTOPOR® R 2243 RESIN
ELASTOPOR® R 2244 RESIN
ELASTOPOR® R 2246 RESIN

ELASTOPOR® R 2246 RESIN
ELASTOPOR® R 2247 RESIN
ELASTOPOR® R 2248 RESIN
ELASTOPOR® R 2249 RESIN
ELASTOPOR® R 2251 RESIN
ELASTOPOR® R 2252 RESIN
ELASTOPOR® R 2253 RESIN
ELASTOPOR® R 2254 RESIN
ELASTOPOR® R 2575/2 RESIN
ELASTOPOR® R 2576 RESIN
ELASTOPOR® R 2577 RESIN
ELASTOPOR® R 2580/1 RESIN
ELASTOPOR® R 2582 RESIN
ELASTOPOR® R 2582 RESIN
ELASTOPOR® R 2587 RESIN
ELASTOPOR® R 2594 RESIN
ELASTOPOR® R 2596/1 RESIN
ELASTOPOR® R 2722/1 RESIN
ELASTOPOR® R 2722/1 RESIN
ELASTOPOR® R 2725 RESIN
ELASTOPOR® R 2725/1 RESIN
ELASTOPOR® R 2725/2 RESIN
ELASTOPOR® R 2729 RESIN
ELASTOPOR® R 2729 RESIN
ELASTOPOR® R 2729/1 RESIN
ELASTOPOR® R 2730 RESIN
ELASTOPOR® R 2731 RESIN
ELASTOPOR® R 2731/2 RESIN
ELASTOPOR® R 2731/2 RESIN
ELASTOPOR® R 2733 RESIN
ELASTOPOR® R 2734/3 RESIN
ELASTOPOR® R 2735 RESIN
ELASTOPOR® R 2745 RESIN
ELASTOPOR® R 2746 RESIN
ELASTOPOR® R 2749 RESIN
ELASTOPOR® R 2750
ELASTOPOR® R 2751 RESIN
ELASTOPOR® R 2753 RESIN
ELASTOPOR® R 2754 RESIN
ELASTOPOR® R 2755 RESIN
ELASTOPOR® R 2756 RESIN
ELASTOPOR® R 2758 RESIN
ELASTOPOR® R 2759 RESIN
ELASTOPOR® R 2970-17 RESIN
ELASTOPOR® R 7015 RESIN
ELASTOPOR® R 7017 RESIN
ELASTOPOR® R 7017 RESIN
ELASTOPOR® R 7019 RESIN
ELASTOPOR® R 7025 RESIN
ELASTOPOR® R 7025 RESIN
ELASTOPOR® R 7025-NS
ELASTOPOR® R 7034 RESIN
ELASTOPOR® R 7034 RESIN
ELASTOPOR® R 7036 RESIN
ELASTOPOR® R 7041-17 RESIN
ELASTOPOR® R 7043/1 RESIN
ELASTOPOR® R 7045-17 RESIN

ELASTOPOR® R 7045-17 RESIN
ELASTOPOR® R 7046 RESIN
ELASTOPOR® R 7047/1 RESIN
ELASTOPOR® R 7047/1 RESIN
ELASTOPOR® R 7048 RESIN
ELASTOPOR® R 7048 RESIN
ELASTOPOR® R 7050 RESIN
ELASTOPOR® R 7051 RESIN
ELASTOPOR® R 7054-17 RESIN
ELASTOPOR® R 7054-17 RESIN
ELASTOPOR® R 7056-17 RESIN
ELASTOPOR® R 7057 RESIN
ELASTOPOR® R 7058-17 RESIN
ELASTOPOR® R 7060
ELASTOPOR® R 7061 RESIN
ELASTOPOR® R 7062
ELASTOPOR® R 7065
ELASTOPOR® R 7066 RESIN
ELASTOPOR® R 7068 RESIN
ELASTOPOR® R 7070 RESIN
ELASTOPOR® R 7072 RESIN
ELASTOPOR® R 7073 RESIN
ELASTOPOR® R 7073/1 RESIN
ELASTOPOR® R 7074 RESIN
ELASTOPOR® R 7076 RESIN
ELASTOPOR® R 7077 RESIN
ELASTOPOR® R 7078 RESIN
ELASTOPOR® R 7102/1
ELASTOPOR® R 7102-17 RESIN
ELASTOPOR® R 7103 RESIN
ELASTOPOR® R 7104/1 RESIN
ELASTOPOR® R 7112 RESIN
ELASTOPOR® R 7113 RESIN
ELASTOPOR® R-0054B-120S RESIN
ELASTOPOR® R-1034B-070R RESIN
ELASTOPOR® R-1267B-017R RESIN
ELASTOPOR® R-1267B-017S RESIN
ELASTOPOR® R-1299B-007W RESIN
ELASTOPOR® R-1314B-030F RESIN
ELASTOPOR® R-1342B-030U RESIN
ELASTOPOR® R-1342B-030U RESIN
ELASTOPOR® R-1346B-019R RESIN
ELASTOPOR® R-1360B-015F RESIN
ELASTOPOR® R-1366B-020R RESIN
ELASTOPOR® R-1369B-027R RESIN
ELASTOPOR® R-1418B-024R RESIN
ELASTOPOR® R-1443B-025W RESIN
ELASTOPOR® R-1619B-018S RESIN
ELASTOPOR® R-1644B-014F RESIN
ELASTOPOR® R-1680B-018R RESIN
ELASTOSKIN S 50555-02R RESIN (LIGHT)
ELASTOSKIN S 51480-01R RESIN(NATURAL)
ELASTOSKIN S 51480T ISOCYANATE
ELASTOSKIN S 52070-00R RESIN (NATURAL)-P
ELASTOSKIN S50555T ISOCYANATE
ELASTOSPRAY 0962 ISOCYANATE
ELASTOSPRAY 0962B-025R RESIN

Elastospray 1409B-030R Resin
ELASTOSPRAY 1409B-030W RESIN
ELASTOSPRAY 8000A ISOCYANATE
ELASTOSPRAY HPS 5100 CAT
ELASTOSPRAY HPS 5100-2.5F
ELASTOSPRAY HPS 5100-2.7W
ELASTOSPRAY HPS 5100-3.0F
ELASTOSPRAY HPS 5100-3.0W
ELASTOSPRAY HPS 585-1.8 ARC RES
ELASTOSPRAY HPS 585-3.0FS RESIN
ELASTOSPRAY R 2900 RESIN
ELASTOSPRAY R 2900- 17 RESIN
ELASTOSPRAY R 2901
ELASTOSPRAY R 2903 RESIN
ELASTOSPRAY R 2921W RESIN
ELASTOSPRAY R 2923 RESIN
ELASTOSPRAY R 2923W-17 RESIN
ELASTOSPRAY R 2924 RESIN
ELASTOSPRAY R 2934- 17 RESIN
ELASTOSPRAY R 2936HP RESIN
ELASTOSPRAY R 2937- 17 RESIN
ELASTOSPRAY R 2939-17 RESIN
ELASTOSPRAY R 2941-17 RESIN
ELASTOSPRAY R 2943 RESIN
ELASTOSPRAY R 2945
ELASTOSPRAY R 2946 RESIN
Elastospray R 2947 R Resin
ELASTOSPRAY R 2954 RESIN
ELASTOSPRAY R 2965 SUMMER RESIN
ELASTOSPRAY R 2966 RESIN
ELASTOSPRAY R 2997 RESIN
ELASTOSPRAY R 2998
ELASTOSPRAY R 2999 RESIN
ELASTOSPRAY R2934-17 RESIN
ELASTOSPRAY* 8000A ISO
ELASTOSPRAY® R 1135B-100R RESIN
ELASTOSPRAY® R 0153W RESIN
ELASTOSPRAY® R 0153W RESIN
ELASTOSPRAY® R 1135B-100R RESIN
ELASTOSPRAY® R 1277B-018E RESIN
ELASTOSPRAY® R 1325B-019F RESIN
ELASTOSPRAY® R 1325B-019F RESIN BLUE 113
ELASTOSPRAY® R 1368B-025R RESIN
ELASTOSPRAY® R 1385B-019R
ELASTOSPRAY® R 1385B-019R RESIN
ELASTOSPRAY® R 1409B-030F RESIN
ELASTOSPRAY® R 2900 RESIN
ELASTOSPRAY® R 2900-17 RESIN
ELASTOSPRAY® R 2900-17 RESIN
ELASTOSPRAY® R 2903 RESIN
ELASTOSPRAY® R 2904 RESIN
ELASTOSPRAY® R 2910 RESIN
ELASTOSPRAY® R 2913 RESIN
ELASTOSPRAY® R 2923 ORANGE RESIN
ELASTOSPRAY® R 2923 RESIN
ELASTOSPRAY® R 2923 RESIN
ELASTOSPRAY® R 2923W-17 RESIN

ELASTOSPRAY® R 2924
ELASTOSPRAY® R 2924W RESIN
ELASTOSPRAY® R 2926 RESIN
ELASTOSPRAY® R 2930 RESIN
ELASTOSPRAY® R 2934-17 RESIN
ELASTOSPRAY® R 2934-17 RESIN
ELASTOSPRAY® R 2935 RESIN
ELASTOSPRAY® R 2936HP RESIN
ELASTOSPRAY® R 2939-17 RESIN
ELASTOSPRAY® R 2939-17 RESIN
ELASTOSPRAY® R 2941-17 RESIN
ELASTOSPRAY® R 2942
ELASTOSPRAY® R 2944 RESIN
ELASTOSPRAY® R 2944 RESIN
ELASTOSPRAY® R 2954
ELASTOSPRAY® R 2954-17 RESIN
ELASTOSPRAY® R 2965 RESIN
ELASTOSPRAY® R 2965 RESIN
ELASTOSPRAY® R 2966 RESIN
ELASTOSPRAY® R 2971 1
ELASTOSPRAY® R 2999 RESIN
ELASTOSPRAY® R 2999 RESIN
ELASTOSPRAY® R 82301 RESIN
ELASTOSPRAY® R-0153B-021R RESIN
ELASTOSPRAY® R1325B-019F RESIN
ELASTOSPRAY® R1385-019 RESIN
ELASTOSPRAY® R1600B-019R RESIN
ELASTOSPRAY® R1825B-018F RESIN
ELASTOSPRAY® R2966 RESIN
ELASTPOR R 2118/1 RESIN
ELASTPOR R 2596 RESIN
ENERTITE ISOCYANATE
ENERTITE RESIN
EP 1218
EP 1444
ESPRAY 0962B-025R RESIN
E'SPRAY® R1325B-019F RESIN
E'SPRAY®R 1135B-100R RESIN
EX-C 5120 RESIN
EX-F 4046 RESIN
EX-F 4123 RESIN
EX-F 4131 RESIN
EX-I 1105 FR PASTE
EX-I 1105 FR PATE
EXPERIMENTAL POLYOL 1509
EX-R 2112 RESIN
EX-R 2115 1
EX-S 3118 B- M20S RESIN
EX-S 3118 B-17 RESIN
EX-S-3131 RESIN
HP 4025-1.9 RESIN
HP 423M RESIN
HP 423M-1 RESIN
HP 423M-1 RESIN
HP 4300 RESIN
HTS 10A
HTS 10A BL

HTS 3105
HTS 3305
HTS 3310
HTS 4112
HTS 4212
HTS 7087 A NEUTRAL
HTS 7087 B NEUTRAL
HTS 8060 A BLACK
HTS 8060 B BLACK
HTS THERMAL TECH
INSULTITE ISOCYANATE
INSULTITE RESIN 1
ISOCYANATE 17
ISOCYANATE 202
ISOCYANATE 227
ISOCYANATE 233
ISOCYANATE 233
ISOCYANATE 78
ISOCYANATE 81
ISOFOAM SS-1368B-025R
ISOFOAM* F-1491A ISO
ISOFOAM® F-1287B-056F RESIN
ISOFOAM® F-1447A ISO
ISOFOAM® F-1447B-132F RESIN
ISOFOAM® F-1474A ISO
ISOFOAM® F-1474B-024W RESIN
ISOFOAM® F-1676A ISO
ISOFOAM® I-0732A-74 INDER
ISOFOAM® R-0054B-160R RESIN
ISOFOAM® R-0060B-078S RESIN
ISOFOAM® R-1034B-055F RESIN
ISOFOAM® R-1267B-017R RESIN
ISOFOAM® R-1267B-017S RESIN
ISOFOAM® R-1278B-017S RESIN
ISOFOAM® R-1323B-015R RESIN
ISOFOAM® R-1346B-019R RESIN
ISOFOAM® R-1349B-027R RESIN
ISOFOAM® R-1360B-015F RESIN
ISOFOAM® R-1365B-017S RESIN
ISOFOAM® R-1365B-017S RESIN
ISOFOAM® R-1366B-020R RESIN
ISOFOAM® R-1418B-021F RESIN
ISOFOAM® R-1418B-021F RESIN
ISOFOAM® R-1418B-024R RESIN
ISOFOAM® R-1463B-036W RESIN
ISOFOAM® R-1680B-018R RESIN
ISOFOAM® S-1283B-019S RESIN
ISOFOAM® S-1368B-025S RESIN
ISOFOAM® S-1422B-010F RESIN
ISOFOAM® SS-0612B-019F RESIN
ISOFOAM® SS-1281B-018F RESIN
ISOFOAM® SS-1293B-018S RESIN
ISOFOAM® SS-1300B RESIN
ISOFOAM® SS-1300B RESIN
ISOFOAM® SS-1301B-022R RESIN
ISOFOAM® SS-1409B-030F RESIN
ISOFOAM® SS-1422B-010R RESIN

ISOFOAM® XF-TN-6-206A ISO
ISOFOAM® XF-TN-6-206B RESIN
JEFFOL R 425 X
LUPRANATE 280 ISOCYANATE
LUPRANATE 50 ISOCYANATE
LUPRANATE 7525
LUPRANATE 7525 ISOCYANATE
LUPRANATE 8020 ISOCYANATE
LUPRANATE B624
LUPRANATE M
LUPRANATE M 70 R ISO
LUPRANATE* 17 ISO
LUPRANATE* 17 ISO
LUPRANATE* 78 ISO
LUPRANATE* 78 ISO
LUPRANATE* 8020
LUPRANATE* M-10
LUPRANATE* M10 ISO BL
LUPRANATE* M20FB ISO
LUPRANATE* M20S ISO
LUPRANATE* M20SB ISO
LUPRANATE* M70L ISO
LUPRANATE* M70R ISO
LUPRANATE* MI ISO
LUPRANATE* MI L
LUPRANATE* MM103
LUPRANATE* MP102 ISO
LUPRANATE* T80 TYPE 1 ISO
LUPRANATE* T80 TYPE 2 ISO
LUPRANATE*8020
LUPRANATE*8020 BL
LUPRANATE*MP 102 L
LUPRANATE*T80 TYPE 8
LUPRANATE® M-20S (AUTO GRADE)
NB # 19500 2 148R RESIN
NB# 88313-2-67-1R Resin
NUMBER 17 ISO
PLURACOL 1010
PLURACOL 1044
PLURACOL 1062
PLURACOL 1117
PLURACOL 1123 POLYOL
PLURACOL 1158
PLURACOL 1231
PLURACOL 1385 POLYOL
PLURACOL 1388 POLYOL
PLURACOL 1441 POLYOL
PLURACOL 1441 POLYOL
PLURACOL 1442
PLURACOL 1461
PLURACOL 1465 POLYOL
PLURACOL 1509 POLYOL
PLURACOL 220
Pluracol 355 Polyol
PLURACOL 380
PLURACOL 381
PLURACOL 593

PLURACOL 628
PLURACOL 718I POLYOL
PLURACOL 736
PLURACOL 922
PLURACOL 945
PLURACOL 945 POLYOL
PLURACOL 975
PLURACOL GP730 POLYOL
PLURACOL HP 6500T
PLURACOL P 1010
PLURACOL P 1489
PLURACOL P 2010
PLURACOL P 410 R
PLURACOL P410
PLURACOL PEP 450
PLURACOL PEP 550
PLURACOL POLYOL 1442
PLURACOL POLYOL 718I
PLURACOL TP 440
PLURACOL TP 740
PLURACOL TP440 POLYOL
PLURACOL TPE 4542
PLURACOL* 1044 POLYOL
PLURACOL* 1010 POLYOL
PLURACOL* 1026 POLYOL
PLURACOL* 1044 POLYOL
PLURACOL* 1062 POLYOL
PLURACOL* 1062 POLYOL
PLURACOL* 1062 POLYOL
PLURACOL* 1117 POLYOL
PLURACOL* 1158 POLYOL
PLURACOL* 1198
PLURACOL* 1231 POLYOL
PLURACOL* 1385 POLYOL
PLURACOL* 1388 POLYOL
PLURACOL* 1388 POLYOL
PLURACOL* 1528 POLYOL
PLURACOL* 1528 POLYOL
PLURACOL* 1555 SG POLYOL
PLURACOL* 1718 POLYOL
PLURACOL* 1718 POLYOL
PLURACOL* 1718 POLYOL
PLURACOL* 2010 POLYOL
PLURACOL* 2130 POLYOL
PLURACOL* 220 POLYOL
PLURACOL* 220 POLYOL
PLURACOL* 240 POLYOL
PLURACOL* 355 POLYOL
PLURACOL* 355 POLYOL
PLURACOL* 380 POLYOL
PLURACOL* 380 POLYOL
PLURACOL* 380 POLYOL
PLURACOL* 538 POLYOL
PLURACOL* 538 POLYOL
PLURACOL* 538 POLYOL
PLURACOL* 593 POLYOL
PLURACOL* 628 POLYOL

PLURACOL* 735 POLYOL
PLURACOL* 735 POLYOL
PLURACOL* 816 POLYOL
PLURACOL* 824 POLYOL
PLURACOL* 945 POLYOL
PLURACOL* 945 POLYOL
PLURACOL* 975 POLYOL
PLURACOL* 975 POLYOL
PLURACOL* GP730 POLYOL
PLURACOL* HP 1250D POLYOL
PLURACOL* HP 1250D POLYOL
PLURACOL* HP 6500T POLYOL
PLURACOL* PEP 550
PLURACOL* PEP450 POLYOL
PLURACOL* TP440 POLYOL
PLURACOL*1016 POLYOL
PLURACOL*1158 POLYOL
PLURACOL*1443 POLYOL
PLURACOL*1461POLYOL
PLURACOL*1489 POLYOL
PLURACOL*1543 POLYOL
PLURACOL*718-I POLYOL
PLURACOL*816
PLURACOL*973 POLYOL
PLURACOL*TP-4040
PLURACOL*TPE-4542 POLYOL
PLURACOL® 1465
POLYFLEX 56-200T
POLYOL 1509
POLYOL 71-530
Quadrol
QUADROL (URETHANE GRADE)
QUADROL POLYOL
SILPOL 425 LV
SILPOL PIP 490
Terate 2541
TERATE ESTER 203
U-100
U-171
UN 708 ISO
WALLTITE® CT
WALLTITE® F RESIN
WALLTITE® RESIN
WALLTITE® S
WASHER,SS,
WUC 3120 T ISO
WUC 3122 T ISO
WUC 3161 T ISO
WUC 3164-T ISO
WUC 31954R JAUNE
WUC 3209 T ISO
WUC 3247 T ISO
WUC 3281 T ISO
WUC 3382 ISO
WUC*31955R RESIN
WX-R 2112-17 RESIN
WX-R 2115-17 RESIN

WX-R 2148-17 RESIN

SCHEDULE B

Court File No. 50305CP

**ONTARIO
SUPERIOR COURT OF JUSTICE**

B E T W E E N :

CROSSLINK TECHNOLOGY INC.

Plaintiffs

- and -

**BASF CANADA, BASF CORPORATION, BASF A.G., BAYER INC.,
BAYER A.G., BAYER MATERIAL SCIENCE LLC, BAYER CORPORATION,
DOW CHEMICAL COMPANY, DOW CHEMICAL CANADA INC.,
HUNTSMAN INTERNATIONAL LLC, LYONDELL CHEMICAL COMPANY,
RHODIA, RHODIA INC., and RHODIA CANADA INC.**

Defendants

CONFIDENTIALITY AND PROTECTIVE ORDER

THIS MOTION, for a protective order (the “Protective Order”) restricting the disclosure and use of, confidential non-public and commercially-sensitive information provided by BASF Canada Inc. (“BASF Canada”) and/or BASF Corporation (collectively, the “Producing Parties”) to counsel for the Plaintiffs was heard on ●, at 80 Dundas Street, London, Ontario.

ON HEARING THE SUBMISSIONS of ● and being advised of the consent of [the parties];

WHEREAS, pursuant to section 4.3 of its settlement agreement with the Plaintiff dated

April 12, 2012 (the “BASF Canada Settlement Agreement”), BASF Canada has agreed to produce certain electronic transactional data to the counsel for the plaintiff herein (the “Canadian Data”);

AND WHEREAS, pursuant to section 4.3 of its Settlement Agreement with the Plaintiff dated April 12, 2012 (The “BASF Corporation Settlement Agreement”), BASF Corporation has agreed to provide or produce certain information, documents and transcripts to counsel for the Plaintiff herein (the “US Material”);

AND WHEREAS, the United States District Court for the District of Kansas has issued Protective Order (Doc. 165) dated November 22, 2005, in the class action proceeding pending in the United States District Court for the District of Kansas, under the caption In re Urethane Antitrust Litigation, No. 04-MD-1616-JWL (Polyether Polyol) (the “US Protective Order”) a copy of which is attached hereto as Schedule “A”;

THIS COURT ORDERS that:

1. The US Material shall be treated in accordance with its designations already made pursuant to the US Protective Order, or in accordance with any designation made by any of the Producing Parties at the time of disclosure, as though that order had been issued, *mutatis mutandis*, by this Court in the within proceeding and the provision of the US Protective Order as incorporated herein shall apply to any subsequent disclosure of the US Material made by the plaintiff to any other party to this proceeding.

2. The Canadian Data shall be treated as Highly Confidential material pursuant to the US Protective Order as though that order had been issued, *mutatis mutandis*, by this Court in the within proceeding and the provision of the US Protective Order as incorporated herein shall apply to any subsequent disclosure of the Canadian Data made by the plaintiff to any other party to this proceeding.
