

**CANADIAN HYDROGEN PEROXIDE CLASS ACTION
NATIONAL SETTLEMENT AGREEMENT**

Made as of September 27, 2018

Between

**IRVING PAPER LIMITED, IRVING PULP & PAPER, LIMITED,
and CATALYST PAPER CORPORATION**

(the “Plaintiffs”)

-and-

FMC CORPORATION and FMC OF CANADA, LTD.

(the “Settling Defendants”)

TABLE OF CONTENTS

RECITALS	1
1 - DEFINITIONS	2
2 - SETTLEMENT APPROVAL	5
2.1 Best Efforts	5
2.2 Motions for Approval of Notices, Approval of the Settlement and Enforcement	5
2.3 Pre-Motion Confidentiality	5
3 - SETTLEMENT AMOUNT	5
3.1 Payment of Settlement Amount	5
3.2 Taxes and Interest	6
3.3 Settlement Amount.....	6
3.4 No Responsibility for Administration or Fees	6
4 - TERMINATION OF SETTLEMENT AGREEMENT	6
4.1 Right of Termination	6
4.2 If Settlement Agreement is Terminated	7
4.3 Allocation of Monies in the Account Following Termination.....	7
4.4 Survival of Provisions After Termination.....	8
5 - RELEASES AND DISMISSALS	8
5.1 Release of Releasees	8
5.2 Release by Releasees	8
5.3 No Further Claims	8
5.4 Dismissal of Other Actions	8
5.5 Material Term	8
6 - EFFECT OF SETTLEMENT	9
6.1 No Admission of Liability.....	9
6.2 Agreement not Evidence.....	9
6.3 No Further Litigation.....	9
7 - NOTICE TO CLASS REQUIRED	9
7.1 Notices Required.....	9
7.2 Other Notices	9
7.3 Form and Distribution of Notices.....	10
8 - ADMINISTRATION AND IMPLEMENTATION	10
8.1 Mechanics of Administration	10
9 - CLASS COUNSEL FEES AND ADMINISTRATION EXPENSES	10
10 - MISCELLANEOUS	10
10.1 Motions for Directions	10
10.2 Releasees Have No Liability for Administration	10
10.3 Headings, etc.....	11
10.4 Computation of Time	11
10.5 Ongoing Jurisdiction.....	11
10.6 Governing Law	11
10.7 Attornment	11

10.8	Entire Agreement	11
10.9	Amendments	12
10.10	Binding Effect	12
10.11	Counterparts	12
10.12	Negotiated Agreement	12
10.13	Language	12
10.14	Transaction	12
10.15	Recitals	13
10.16	Schedules	13
10.17	Acknowledgments	13
10.18	Authorized Signatures	13
10.19	Notice	13
10.20	Date of Execution	15
SCHEDULE A - PROCEEDINGS		16
SCHEDULE B		17
SCHEDULE C		1

RECITALS

A. WHEREAS the Proceedings have been commenced by the Plaintiffs in Ontario and British Columbia which allege that the Settling Defendants participated in an unlawful conspiracy to raise, fix, maintain or stabilize the price of Hydrogen Peroxide in Canada and/or to allocate markets and customers for the sale of Hydrogen Peroxide in Canada, contrary to Part VI of the *Competition Act* and common law;

B. WHEREAS a similar proceeding that was commenced in the Superior Court of Quebec has been fully resolved by way of settlements and a discontinuance;

C. WHEREAS the Ontario Court has certified a national class defined as: "All persons in Canada (excluding the defendants and their subsidiaries, affiliates and predecessors) who purchased hydrogen peroxide directly from a manufacturer of hydrogen peroxide or through a distributor of hydrogen peroxide in Canada, between November 1, 1998 and December 31, 2003";

D. WHEREAS the deadline to opt out of the Proceedings has passed and no person has opted out;

E. WHEREAS the Settling Defendants do not admit, through the execution of this Settlement Agreement or otherwise, the claims and allegations made in the Proceedings;

F. WHEREAS the Plaintiffs, Class Counsel and the Settling Defendants agree that neither this Settlement Agreement, including its recitals, terms and provisions, nor any statement made in the negotiation thereof, nor any action taken to carry out this Settlement Agreement, shall be deemed or construed to be an admission by or evidence against the Settling Defendants or evidence of the truth of any of the Plaintiffs' allegations against the Settling Defendants, which allegations are expressly denied by the Settling Defendants;

G. WHEREAS Counsel for the Settling Defendants and Class Counsel have engaged in arm's-length settlement discussions and negotiations, resulting in this Settlement Agreement;

H. WHEREAS as a result of these settlement discussions and negotiations, the Settling Defendants and the Plaintiffs have entered into this Settlement Agreement, which embodies all of the terms and conditions of the settlement between the Settling Defendants and the Plaintiffs, both individually and on behalf of the Class;

I. 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, having regard to the burdens and expense in prosecuting the Proceedings, including the risks and uncertainties associated with trials and appeals, and having regard to the Settlement Amount, the Plaintiffs and Class Counsel have concluded that this Settlement Agreement is fair, reasonable and in the best interests of the Plaintiffs and the Class;

J. WHEREAS the Settling Defendants are entering into this Settlement Agreement in order to achieve a final and nation-wide resolution of all claims asserted or which could have been asserted against them by the Plaintiffs and the Class in the Proceedings, and to avoid further expense, inconvenience and the distraction of burdensome and protracted litigation;

K. WHEREAS the Parties therefore wish to, and hereby do, finally resolve on a national basis, without admission of liability, all of the Proceedings as against the Settling Defendants; and

L. WHEREAS the Ontario Plaintiffs have been appointed representative plaintiffs of a national class in the Ontario Proceeding, but the British Columbia Plaintiffs have not yet discontinued the BC Proceeding;

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

1 - DEFINITIONS

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

1.1 **“Account”** means an interest bearing trust account at a Canadian Schedule 1 bank in Ontario under the control of Siskinds LLP for the benefit of Class Members.

1.2 **“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 any notices required by the Courts and any claims administration but excluding Class Counsel Fees.

1.3 **“BC Counsel”** means Camp Fiorante Matthews Mogerman.

1.4 **“BC Court”** means the Supreme Court of British Columbia.

1.5 **“BC Proceeding”** means British Columbia Court File No. L051279 (Vancouver Registry).

1.6 **“BC Enforcement Order”** means an Order by the BC Court that dismisses the BC Proceeding and any Other Actions in British Columbia with prejudice and without costs as against the Settling Defendants, and declares the Certification Order and the Ontario Approval Order, including this Settlement Agreement, as applicable and enforceable in relation to Plaintiffs and Class Members in the province of British Columbia.

1.7 **“Certification Order”** means the Order issued by the Ontario Court dated January 15, 2010, certifying the Class pursuant to section 5(1) of the *Class Proceedings Act, 1992*, as amended by the Order issued by the Ontario Court dated October 30, 2015, amending the definition of the Class.

1.8 **“Class”** means: “All persons in Canada (excluding the defendants and their subsidiaries, affiliates and predecessors) who purchased hydrogen peroxide directly from a manufacturer of hydrogen peroxide or through a distributor of hydrogen peroxide in Canada during the Class Period.”

1.9 **“Class Counsel”** means Ontario Counsel and BC Counsel.

- 1.10 “**Class Counsel Fees**” include the fees, disbursements, costs, interest, GST, HST, and other applicable taxes or charges of Class Counsel.
- 1.11 “**Class Member**” means a member of the Class.
- 1.12 “**Class Period**” means November 1, 1998 to December 31, 2003.
- 1.13 “**Courts**” means the Ontario Court and the BC Court.
- 1.14 “**Effective Date**” means the date when: (i) the Ontario Approval Order; and (ii) the BC Enforcement Order or the order described in section 2.2(c) herein become Final Orders.
- 1.15 “**Final Order**” means a final judgment entered by a Court once the time to appeal such judgment has expired without any appeal being taken, if an appeal lies, or once there has been a final disposition of all appeals.
- 1.16 “**Hydrogen Peroxide**” means a clear colourless inorganic liquid used primarily as a bleach or oxidizer. Hydrogen Peroxide is sold in aqueous solutions, typically 35%, 50% or 70% by weight, in different grades or formulations specifically tailored for enhanced performance in a particular application of the product.
- 1.17 “**Hydrogen Peroxide Products**” means Hydrogen Peroxide, products containing Hydrogen Peroxide, and products produced using Hydrogen Peroxide.
- 1.18 “**Ontario Approval Order**” means an Order by the Ontario Court approving this Settlement Agreement and dismissing the Ontario Proceeding with prejudice and without costs as against the Settling Defendants.
- 1.19 “**Ontario Counsel**” means Siskinds LLP and Strosberg Sasso Sutts LLP.
- 1.20 “**Ontario Court**” means the Ontario Superior Court of Justice.
- 1.21 “**Ontario Proceeding**” means Ontario Court File No. 47025CP (London).
- 1.22 “**Other Actions**” means actions or proceedings, other than the Proceedings, relating to Released Claims commenced by a Class Member either before or after the Effective Date.
- 1.23 “**Parties**” means the Plaintiffs, Class Members and the Settling Defendants.
- 1.24 “**Person**” means an individual, corporation, partnership, limited partnership, limited liability company, association, joint stock company, estate, legal representative, trust, trustee, executor, beneficiary, unincorporated association, government or any political subdivision or agency thereof, and any other business or legal entity and their heirs, predecessors, successors, representatives, or assignees.
- 1.25 “**Plaintiffs**” means the individuals and entities named as plaintiffs in the Proceedings as set out in Schedule A.
- 1.26 “**Proceedings**” means the Ontario Proceeding and the BC Proceeding.

1.27 **“Released Claims”** means any and all manner of claims, demands, actions, suits, causes of action, whether class, individual or otherwise in nature, whether personal or subrogated, damages whenever incurred, 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 the Releasers, or any of them, whether directly, indirectly, derivatively, or in any other capacity, ever had, now have, or hereafter can, shall, or may have, relating in any way to any conduct anywhere, from the beginning of time to the date hereof, in respect of the claims, assertions, or allegations made or that could have been made in the Proceedings or the Other Actions, or in respect of the purchase, sale, pricing, discounting, marketing or distributing of Hydrogen Peroxide Products, Sodium Perborate or Sodium Percarbonate 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 or could have been asserted, whether in Canada or elsewhere, in connection with the purchase of Hydrogen Peroxide Products, Sodium Perborate or Sodium Percarbonate. However, nothing herein shall be construed to release any claims that are not related to the allegations made in the Proceedings or the Other Actions arising from any breach of contract, alleged product defect or similar claim between the Parties relating to Hydrogen Peroxide Products, Sodium Perborate or Sodium Percarbonate.

1.28 **“Releasees”** means, jointly and severally, individually and collectively, the Settling 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 all of 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.

1.29 **“Releasers”** means, jointly and severally, individually and collectively: (i) the Plaintiffs; (ii) the Class Members; and (iii) all of their respective parents, subsidiaries, predecessors, successors, heirs, executors, administrators, insurers, and assigns.

1.30 **“Settlement Agreement”** means this agreement, including the recitals and schedules.

1.31 **“Settlement Amount”** means \$3,250,000.00.

1.32 **“Settling Defendants”** means FMC Corporation and FMC of Canada, Ltd.

1.33 **“Sodium Perborate”** means a white, odourless, water-soluble chemical compound. It crystallizes as monohydrate or tetrahydrate. Sodium Perborate undergoes hydrolysis in contact with water, producing hydrogen peroxide and borate. Sodium Perborate serves as a source of active oxygen in many detergents, cleaning products, and laundry bleaches. Sodium Perborate also is present some tooth bleach formulas. Sodium Perborate has antiseptic properties and can act as a disinfectant.

1.34 **“Sodium Percarbonate”** means a white crystalline water-soluble chemical compound. Sodium Percarbonate is an ingredient in a number of home and laundry cleaning products. Sodium Percarbonate offers many of the same functional benefits of liquid hydrogen peroxide. Sodium Percarbonate dissolves into water rapidly to release oxygen and provides powerful

cleaning, bleaching, stain removal, and deodorizing capabilities. Sodium Percarbonate is effective as a disinfectant on both bacteria and viruses.

2 - SETTLEMENT APPROVAL

2.1 Best Efforts

The Parties shall use their best efforts to effectuate this settlement and to secure the prompt, complete and final dismissal with prejudice of the Proceedings as against the Settling Defendants.

2.2 Motions for Approval of Notices, Approval of the Settlement and Enforcement

(a) As soon as practicable after the Settlement Agreement is executed, the Ontario Plaintiffs shall bring a motion before the Ontario Court for the Ontario Approval Order, which shall be in the form attached hereto as Schedule B. The Ontario Approval Order shall be contingent on the issuance of the BC Enforcement Order by the BC Court.

(b) As soon as practical after the issuance of the Ontario Approval Order referred to in section 2.2(a), the British Columbia Plaintiffs shall bring a motion before the BC Court for the BC Enforcement Order. The BC Enforcement Order shall be in the form attached hereto as Schedule C.

(c) In the event that the BC Court declines to issue the BC Enforcement Order and instead requires the BC Plaintiffs to obtain an order in British Columbia approving this Settlement Agreement, the BC Plaintiffs shall, as soon as is practical, bring a motion for such an order. The order shall be agreed upon by the Parties and shall mirror the substance and, where possible, the form of the Ontario Approval Order.

(d) This Settlement Agreement shall only become final on the Effective Date.

2.3 Pre-Motion Confidentiality

Until the motion required by section 2.2(a) is brought, the Parties shall keep all of the terms of the Settlement Agreement, and any information or documents related thereto, confidential and shall not disclose them without the prior written consent of counsel for the Settling Defendants and Class Counsel, as the case may be, except as required for the purposes of financial reporting or the preparation of financial records (including tax returns and financial statements), as necessary to give effect to the terms of this Settlement Agreement, or as otherwise required by law.

3 - SETTLEMENT AMOUNT

3.1 Payment of Settlement Amount

(a) The Settling Defendants shall, within thirty (30) days of the Date of Execution (as defined in section 10.20), pay the Settlement Amount to Siskinds LLP for deposit into the Account, in full satisfaction of the Released Claims against the Releasees.

- (b) The Settling Defendants 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.
- (c) Siskinds LLP shall maintain the Account as provided for in this Settlement Agreement. Siskinds LLP shall not pay out all or part of monies in the Account, except in accordance with this Settlement Agreement, or in accordance with an order of the Courts obtained after notice to the Settling Defendants.

3.2 Taxes and Interest

- (a) Except as hereinafter provided, all interest earned on the Settlement Amount shall accrue to the benefit of the Class and shall become and remain part of the Account.
- (b) Subject to section 3.2(c), 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 Class. Class 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.
- (c) The Settling 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 terminated, in which case the interest earned on the Settlement Amount in the Account shall be paid to the Settling Defendants who, in such case, shall be responsible for the payment of all taxes on such interest.

3.3 Settlement Amount

The monies in the Account shall be held by Siskinds LLP for the benefit of the Class Members, until further order of the Courts.

3.4 No Responsibility for Administration or Fees

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

4 - TERMINATION OF SETTLEMENT AGREEMENT

4.1 Right of Termination

- (a) If one or more of the following events occur, the Plaintiffs and the Settling Defendants shall each, in their respective sole discretion, have the option to terminate this Settlement Agreement, subject to section 4.2:

- (i) the Ontario Court declines to dismiss the Ontario Proceeding as against the Settling Defendants and approve this Settlement Agreement or any material part hereof;
 - (ii) the Ontario Court approves this Settlement Agreement in a materially modified form;
 - (iii) the Ontario Approval Order does not become a Final Order;
 - (iv) the BC Court declines to grant the BC Enforcement Order or the order described in section 2.2(c) herein;
 - (v) neither the BC Enforcement Order nor the order described in section 2.2(c) herein becomes a Final Order; or
 - (vi) any Court allows any person to opt out of any of the Proceedings.
- (b) If pursuant to Section 4.1(a) above, the Plaintiffs or Settling Defendants wish to terminate the Settlement Agreement, notice of such decision to terminate the Settlement Agreement must be provided in writing to the Plaintiffs or Settling Defendants, as applicable, within thirty (30) days of an event under section 4.1(a) having occurred.
- (c) Any order, ruling, or determination made by any Court with respect to Class Counsel's fees and disbursements being paid from the Settlement Amount shall not be deemed to be a material modification of all, or part, of this Settlement Agreement and shall not provide any basis for the termination of this Settlement Agreement.

4.2 If Settlement Agreement is Terminated

- (a) If this Settlement Agreement is terminated:
- (i) except as provided for in section 4.4, the Settlement Agreement shall be null and void and have no further force or effect, shall not be binding on the Parties, and shall not be used as evidence or otherwise in any litigation;
 - (ii) no motion to approve this Settlement Agreement, which has not been heard, shall proceed;
 - (iii) no motion to discontinue or dismiss the BC Proceeding, which has not been heard, shall proceed; and
 - (iv) any order approving this Settlement Agreement shall be set aside and declared null and void and of no force or effect, and all persons shall be estopped from asserting otherwise.

4.3 Allocation of Monies in the Account Following Termination

If the Settlement Agreement is terminated, Siskinds LLP shall return to the Settling Defendants all monies in the Account, including interest, within thirty (30) business days of the relevant termination event in section 4.1.

4.4 Survival of Provisions After Termination

- (a) If this Settlement Agreement is terminated the provisions of sections 2.3, 3.2, 4, 6, 7, 9, 10.2, 10.6 and 10.11 and the definitions and Schedules applicable thereto shall survive the termination and continue in full force and effect. Those definitions and Schedules shall survive only for the limited purpose of the interpretation of the surviving provisions within the meaning of this Settlement Agreement. All other obligations pursuant to this Settlement Agreement shall cease immediately.
- (b) The Settling Defendants and Plaintiffs expressly reserve all of their respective rights if this Settlement Agreement does not become effective or if this Settlement Agreement is terminated.

5 - RELEASES AND DISMISSALS

5.1 Release of Releasees

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

5.2 Release by Releasees

Upon the Effective Date, each Releasee forever and absolutely releases each of the other Releasees from any and all claims for contribution or indemnity with respect to the Released Claims.

5.3 No Further Claims

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

5.4 Dismissal of Other Actions

- (a) Each 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.
- (b) All Other Actions commenced in Ontario shall be dismissed against the Releasees, without costs and with prejudice, in the Ontario Approval Order.

5.5 Material Term

The releases contemplated in this section 5 shall be considered a material term of the Settlement Agreement and the failure of any Court to approve the releases contemplated herein shall give rise to a right of termination by the Settling Defendants pursuant to section 4.1 herein.

6 - EFFECT OF SETTLEMENT

6.1 No Admission of Liability

Whether or not this Settlement Agreement is approved, is terminated, or otherwise fails to take effect for any reason, this Settlement Agreement and anything contained herein, and any and all negotiations, documents, discussions and proceedings associated with this Settlement Agreement, and any action taken to carry out this Settlement Agreement, shall not be deemed, construed or interpreted to be an admission of any violation of any statute or law, or of any wrongdoing or liability by any of the Releasees, 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 other Class Member.

6.2 Agreement not Evidence

The Parties agree that, whether or not it is approved, is terminated or otherwise fails to take effect for any reason, this Settlement Agreement and anything contained herein, and any and all negotiations, documents, discussions and proceedings associated with this Settlement Agreement, and any action taken to carry out this Settlement Agreement, shall not be 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 approve and/or enforce this Settlement Agreement, or to defend against the assertion of Released Claims, or as otherwise required by law or as provided in this Settlement Agreement.

6.3 No Further Litigation

No Class Counsel, nor anyone currently or hereafter employed by, associated with, or a partner with Class Counsel, may directly or indirectly participate or be involved in or in any way assist with respect to any claim made or action commenced by any Person which relates to or arises from the Released Claims. 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 unless ordered to do so by a Court. For greater certainty, this section shall be inoperative to the extent that it requires any lawyer who is a member of the Law Society of British Columbia to breach their obligations under section 3.2-10 of the Law Society of British Columbia's *Code of Professional Conduct for British Columbia*.

7 - NOTICE TO CLASS REQUIRED

7.1 Notices Required

The Class shall be given notice on a national basis in English and French, approved by the Ontario Court, of the hearings at which the Ontario Court will be asked to approve this Settlement Agreement and the BC Court will be asked to grant the BC Enforcement Order. The cost of the notice shall be paid by the Plaintiffs.

7.2 Other Notices

If the Ontario Court requires notice of approval of the Settlement Agreement, or any Court requires any notice, the costs of the notice shall be paid by the Plaintiffs.

7.3 Form and Distribution of Notices

The form of the notices referred to in sections 7.1 and 7.2 and the manner of their publication and distribution shall be as agreed to by the Plaintiffs and Settling Defendants, and approved by the applicable Courts.

8 - ADMINISTRATION AND IMPLEMENTATION

8.1 Mechanics of Administration

Except to the extent provided for in this Settlement Agreement, the mechanics of the implementation and administration of this Settlement Agreement and any distribution or use of the Settlement Amount after it has been deposited in the Account shall be determined by the Ontario Court on motion brought by Class Counsel.

9 - CLASS COUNSEL FEES AND ADMINISTRATION EXPENSES

9.1 Class Counsel may seek, contemporaneous with seeking approval of this Settlement Agreement, the Ontario Court's approval to pay Class Counsel Fees and Administration Expenses. It is understood that for the purposes of Class Counsel Fees, the Settlement Amount includes \$325,000.00 in respect of costs.

9.2 Subject to section 9.3, Class Counsel Fees and Administration Expenses may be paid out of the Settlement Fund only after the Effective Date.

9.3 Notwithstanding section 9.2 and subject to section 4.3, Siskinds LLP may pay the costs of any notices referenced in section 7 of this Settlement Agreement out of the Account as the costs are incurred.

9.4 The Settling Defendants shall not be liable for any fees, disbursements or taxes of any of Class Counsel's, the Plaintiffs' or Class Members' respective lawyers, experts, advisors, agents, or representatives, for any Administration Expenses, including the cost of any notices referenced in section 7 of this Settlement Agreement, or for any amount claimed by the Fonds d'aide aux recours collectifs in Quebec. The Settling Defendants shall have no obligation to pay any amount in addition to the Settlement Amount.

10 - MISCELLANEOUS

10.1 Motions for Directions

- (a) Any Class Counsel or Settling Defendant may apply to the Ontario Court for directions in respect of the implementation and administration of this Settlement Agreement.
- (b) All motions contemplated by this Settlement Agreement shall be on notice to the Plaintiffs or Settling Defendants, as the case may be.

10.2 Releasees Have No Liability for Administration

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

10.3 Headings, etc.

In this Settlement Agreement:

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

10.4 Computation of Time

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

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

10.5 Ongoing Jurisdiction

- (a) Subject to the Certification Order, each of the Courts shall retain exclusive jurisdiction over each Proceeding commenced in its jurisdiction.
- (b) No Party shall ask a Court to make any order or give any direction in respect of any matter of shared jurisdiction unless that order or direction is conditional upon a complementary order or direction being made or given by the other Court(s) with which it shares jurisdiction over that matter.

10.6 Governing Law

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

10.7 Attornment

All of the Plaintiffs and Class Members, regardless of their province of residence or where the relevant purchase occurred, attorn to the jurisdiction of the Ontario Court for the purposes of the implementation of this Settlement Agreement.

10.8 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.

10.9 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.

10.10 Binding Effect

This Settlement Agreement shall be binding upon, and enure to the benefit of, the Plaintiffs, the Settling 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 of the Releasors and each and every covenant and agreement made herein by the Settling Defendants shall be binding upon all of the Releasees.

10.11 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.

10.12 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.

10.13 Language

The Parties acknowledge that they have required and consented that this Settlement Agreement and all related documents be prepared in English; les parties reconnaissent avoir exigé que la présente convention et tous les documents connexes soient rédigés en anglais. Nevertheless, if required by the Courts, Class Counsel and/or a translation firm selected by Class Counsel shall prepare a French translation of the Settlement Agreement, the cost of which shall be paid from the Settlement Amount. 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.

10.14 Transaction

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

10.15 Recitals

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

10.16 Schedules

The Schedules attached hereto form part of this Settlement Agreement

10.17 Acknowledgments

Each of the Parties hereby affirms and acknowledges that:

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

10.18 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

10.19 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
680 Waterloo Street
P.O. Box 2520
London, ON N6A 3V8

Heather Rumble Peterson
Strosberg Sasso Sutts LLP
1561 Ouellette Avenue
Windsor, ON N8X 1K5

Telephone: 519-660-7753
Facsimile: 519-672-6065
Email: charles.wright@siskinds.com

Telephone: 519-561-6216
Facsimile: 519-561-6203
Email: hpeterston@strosbergco.com

Reidar Mogerman
Camp Fiorante Matthews Mogerman LLP
4th Floor, Randall Bldg
555 West Georgia St.
Vancouver, BC V6B 1Z6

Telephone: 604-331-9530
Facsimile: 604-689-7554
Email: rmogerman@cfmlawyers.ca

For Settling Defendants:

Sandra Forbes
Davies Ward Phillips & Vineberg LLP
155 Wellington Street West
Toronto, ON M5V 3J7

Telephone: 416-863-5574
Facsimile: 416-863-0871
Email: sforbes@dwpv.com

10.20 Date of Execution

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

**IRVING PAPER LIMITED, IRVING PULP
& PAPER LIMITED and CATALYST
PAPER CORPORATION**

By *CMW for Siskinds LLP*

Name: Siskinds LLP

Title: Ontario Counsel

By *CMW for SSS LLP*

Name: Strosberg Sasso Sutts LLP

Title: Ontario Counsel

By *CMW for CFMM LLP*

Name: Camp Fiorante Matthews
Mogerman LLP

Title: BC Counsel

**FMC CORPORATION and FMC OF
CANADA, LTD.**

By *Ward for DWPV LLP*

Name: Davies Ward Phillips &
Vineberg LLP

Title: Canadian Counsel

SCHEDULE A - PROCEEDINGS

Proceeding	Plaintiffs	Defendants
Ontario Superior Court of Justice Court File No. 47025 (the "Ontario Action")	Irving Paper Limited and Irving Pulp & Paper, Limited	FMC Corporation and FMC of Canada, Ltd.
British Columbia Supreme Court File No. L051279 (Vancouver Registry) (the "BC Action")	Catalyst Paper Corporation	Atofina Chemicals. Inc., Arkema Inc., Arkema Canada Inc., Arkema S.A., TotalFinaElf S.A., Total S.A., FMC Corporation, FMC of Canada, Ltd., Solvay Interox Inc., Solvay America Inc., Solvay Chemicals Inc., Solvay S.A., Degussa Corporation, Degussa A.G., Degussa Canada Inc., EKA Chemicals, Inc., EKA Chemicals Canada Inc., Akzo Nobel, Inc., Akzo Nobel Chemicals International B.V., Akzo Nobel Chemicals Ltd., Kemira Chemicals Inc., Kemira OYJ, and Kemira Chemicals Canada Inc.

SCHEDULE B

Court File No. 47025CP

**ONTARIO
SUPERIOR COURT OF JUSTICE**

The Honourable Madam)
Justice Rady) of , the day
, 2019

BETWEEN:

IRVING PAPER LIMITED and IRVING PULP & PAPER, LIMITED

Plaintiffs

- and -

FMC CORPORATION and FMC of CANADA, LTD.

Defendants

Proceeding under the *Class Proceedings Act, 1992*

ORDER

THIS MOTION made by the Plaintiffs for an Order that the settlement of this action be approved and the action be dismissed was heard this day at the Court House, 80 Dundas Street, London, Ontario.

WHEREAS the deadline to opt out of this proceeding has expired and no person has opted out;

WHEREAS this Court has certified a national class defined as: "All persons in Canada (excluding the defendants and their subsidiaries, affiliates and predecessors) who purchased hydrogen peroxide directly from a manufacturer of hydrogen peroxide or through a distributor of hydrogen peroxide in Canada, between November 1, 1998 and December 31, 2003";

ON READING the materials filed, including the settlement agreement attached to this Order as Schedule A (the “**Settlement Agreement**”), and on hearing submissions of counsel for the plaintiffs and counsel for FMC Corporation and FMC of Canada, Ltd. (collectively, “**FMC**”):

1. **THIS COURT ORDERS** that for the purposes of this Order the definitions set out in the Settlement Agreement apply to and are incorporated into this Order.
2. **THIS COURT ORDERS** that in the event of a conflict between this Order and the Settlement Agreement, this Order shall prevail.
3. **THIS COURT ORDERS** that the settlement as set forth in the Settlement Agreement is fair, reasonable and in the best interests of the Class Members.
4. **THIS COURT ORDERS** that the Settlement Agreement is approved pursuant to s. 29 of the *Class Proceedings Act, 1992* and shall be implemented and enforced in accordance with its terms.
5. **THIS COURT ORDERS** that this Order, including the Settlement Agreement, is binding upon the Plaintiffs, each Class Member (including those persons who are minors or mentally incapable), and upon FMC, and the requirements of Rules 7.04(1) and 7.08(4) of the *Rules of Civil Procedure* are dispensed with in respect of this action.
6. **THIS COURT ORDERS** that the deadline to opt-out of the Proceeding has passed and no Class Member may opt-out in the future.
7. **THIS COURT ORDERS** that, subject to the terms of the Settlement Agreement, this Order constitutes:
 - (i) The full and final resolution of all claims and causes of action as against FMC raised by Class Members in this action; and

(ii) A release by the Releasors that fully and forever discharges the Releasees from the Released Claims.

8. **THIS COURT ORDERS** that, upon the Effective Date, each Class Member shall consent and shall be deemed to have consented to the dismissal of any Other Actions he, she or it has commenced against the Releasees, without costs and with prejudice.
9. **THIS COURT ORDERS** that, upon the Effective Date, each Other Action commenced in Ontario by any Class Member shall be and is hereby dismissed against the Releasees, without costs and with prejudice.
10. **THIS COURT ORDERS** that each Releasor is barred and enjoined from filing, commencing, prosecuting, intervening or continuing any proceeding, claim or demand, directly or indirectly, whether in Canada or elsewhere, on their own behalf or on behalf of any class or any other person, against (i) any Releasee in connection with the Released Claims; or (ii) any other person, partnership, corporation or other entity that may claim contribution or indemnity or other relief over against any of the Releasees, whether pursuant to the *Negligence Act*, R.S.O. 1990, c. N.1 or other legislation or at common law or equity in connection with the Released Claims.
11. **THIS COURT ORDERS** that the Releasees have released and shall be conclusively deemed to have forever and absolutely released each of the other from any and all claims for contribution and indemnity with respect to the Released Claims.
12. **THIS COURT ORDERS** that for purposes of the enforcement of this Order, this Court will retain an ongoing supervisory role and FMC will attorn to the jurisdiction of this Court for these purposes.

13. **THIS COURT ORDERS** that no Releasee shall have any responsibility or liability whatsoever with respect to the administration of the Settlement Agreement or distribution of the Settlement Amount.
14. **THIS COURT ORDERS** that this action be dismissed without costs and with prejudice.
15. **THIS COURT ORDERS** that approval of the Settlement Agreement is contingent upon the issuance by the British Columbia Court of an order discontinuing the British Columbia Proceeding with prejudice and without costs as against the Settling Defendants, and declaring the Certification Order and this Order as applicable and enforceable in relation to the Plaintiffs and Class Members in that province. If such an order or an order approving the Settlement Agreement in British Columbia is not secured, this Order shall be null and void and without prejudice to the rights of the parties to proceed with this action and any agreement between the parties incorporated in this Order shall be deemed in any subsequent proceedings to have been made without prejudice.
16. **THIS COURT ORDERS** that, in the event that the Settlement Agreement is terminated in accordance with its terms, this Order shall be declared null and void on subsequent motion made on notice.

Date:

The Honourable Madam Justice Rady

SCHEDULE C

No. L051279
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN

**CATALYST PAPER CORPORATION formerly
known as Norske Skog Canada Limited**

PLAINTIFF

AND

**ATOFINA CHEMICALS INC., ARKEMA INC., ARKEMA CANADA INC.,
ARKEMA S.A., TOTALFINAELF S.A., TOTAL S.A., FMC CORPORATION,
FMC OF CANADA, LTD., SOLVAY INTEROX INC.,
SOLVAY AMERICA INC., SOLVAY CHEMICALS INC.,
SOLVAY S.A., DEGUSSA CORPORATION, DEGUSSA A.G.,
DEGUSSA CANADA INC., EKA CHEMICALS, INC.,
EKA CHEMICALS CANADA INC., AKZO NOBEL, INC.,
AKZO NOBEL CHEMICALS INTERNATIONAL B.V.,
AKZO NOBEL CHEMICALS LTD., KEMIRA CHEMICALS INC.,
KEMIRA OYJ, and KEMIRA CHEMICALS CANADA INC.**

DEFENDANTS

ORDER

BEFORE THE HONOURABLE

) _____, THE _____ DAY OF
)
) _____, 2019.

ON THE APPLICATION of the Plaintiff coming on for hearing at the Courthouse at 800 Smithe Street, Vancouver, British Columbia, on ___ of ___, 2019; and ON HEARING David G.A. Jones, counsel for the Plaintiff and Sandra A. Forbes, counsel for the defendants FMC Corporation and FMC of Canada, Ltd. (collectively "FMC" or the "Settling Defendants"); AND ON READING the materials filed herein:

WHEREAS on May 25, 2005, the Plaintiff filed a Statement of Claim, British Columbia Court File No. L051279 (Vancouver Registry) (the “BC Proceeding”) against various Defendants including FMC;

WHEREAS a similar class action was instituted in Ontario in the case of *Irving Paper Limited et al. v. FMC Corporation et al.*, Ontario Court File No. 47025CP (London) (the “Ontario Class Action”);

WHEREAS the Ontario Superior Court of Justice has certified a national class in the Ontario Class Action, the class being defined as follows:

“All persons in Canada (excluding the defendants and their subsidiaries, affiliates and predecessors) who purchased hydrogen peroxide directly from a manufacturer of hydrogen peroxide or through a distributor of hydrogen peroxide in Canada, between November 1, 1998 and December 31, 2003”

WHEREAS on September 27, 2018, the Plaintiffs in the BC Proceeding and Ontario Class Action entered into a settlement agreement with the Settling Defendants (the “Settlement Agreement”) which includes all the putative class members in the Ontario Class Action, including residents of the Province of British Columbia;

WHEREAS on ■, 2019, Justice Rady of the Ontario Superior Court of Justice, who is responsible for the case management of the Ontario Class Action, approved the Settlement Agreement (the “Ontario Approval Order”);

WHEREAS the undersigned has reviewed the Ontario Approval Order and the Settlement Agreement provided as Schedule “A” to the Ontario Approval Order;

WHEREAS the Ontario Approval Order has declared that the Settlement Agreement is fair, reasonable and in the best interests of the members of the class;

WHEREAS the Settlement Agreement is conditional upon the dismissal of the B.C. Proceeding;

THIS COURT ORDERS that:

1. By consent, the action against FMC is dismissed without costs; and
2. By consent, the parties are directed that, pursuant to the *Enforcement of Canadian Judgments and Decrees Act*, S.B.C. 2003, c.29, the Ontario Approval Order, a copy of which is attached as **Schedule "A"** to this order, approving the settlement between the Plaintiff and FMC, may be enforced in British Columbia upon its registration under the *Enforcement of Canadian Judgments and Decrees Act*.

THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER AND CONSENT TO EACH OF THE ORDERS, IF ANY, THAT ARE INDICATED ABOVE AS BEING BY CONSENT:

Counsel for the Plaintiff
Catalyst Paper Corporation
(formerly known as Norske Skog Canada Limited)

Counsel for the Defendants
FMC Corporation and FMC of Canada, Ltd.

BY THE COURT.

Registrar