

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

IN RE: OSB ANTITRUST LITIGATION)
_____) Master File No. 06-CV-00826 (PSD)
_____) Hon. Paul S. Diamond
THIS DOCUMENT RELATES TO)
ALL INDIRECT PURCHASER ACTIONS)
_____)

SETTLEMENT AGREEMENT FOR LOUISIANA-PACIFIC CORPORATION

This Settlement Agreement (“Settlement Agreement”) is made and entered into this 1st day of August, 2008 (the “Execution Date”), by and between Louisiana-Pacific Corporation (“LP” as defined in Paragraph 15 below) and Plaintiff Class representatives Charles Lindaman, Edward Sloan, Allen Mazerolle, Paula Pearce, Donald Rogers, Delynn Burkhalter, Jonathan Weidlinger, Mike Curlew, Mike Burd, Scott Kelley, Susan Keachie, Dwight Finch, Tom Koller, Claudine Williams, David Colvin, Jason Scarale and Christopher Larkin (collectively, “Plaintiffs”), both individually and on behalf of a class of indirect purchasers of Oriented Strand Board (“OSB”) in the United States from any Defendants named in the Second Consolidated Amended Complaint in the above-captioned action (the “Class Action”), or their subsidiaries or affiliates:

WHEREAS, there is pending in the United States District Court for the Eastern District of Pennsylvania, the Class Action, *In re OSB Antitrust Litigation*, Master File No. 06—CV—000826 (PSD), brought on behalf of a class of indirect purchasers of OSB, certified pursuant to Fed.R.Civ. P. 23 by the Court on August 3, 2007, in which Plaintiffs have asserted a claim for injunctive relief under federal law on behalf of a nationwide class and claims for damages under the laws of Arizona, California, District of Columbia, Florida, Iowa, Kansas, Maine,

Massachusetts, Michigan, Minnesota, Mississippi, Nevada, New Mexico, New York, North Carolina, North Dakota, South Dakota, Tennessee, Vermont, West Virginia, and Wisconsin on behalf of respective state-wide classes, alleging the existence of an unlawful conspiracy to fix, raise, maintain, or stabilize the prices of OSB in the United States, in violation of Section 1 of the Sherman Antitrust Act and various state antitrust, unfair competition, unfair practices, price discrimination, unitary pricing, trade practice, unjust enrichment, and civil conspiracy laws;

WHEREAS, LP categorically denies each and every one of Plaintiffs' allegations in the Second Consolidated Amended Complaint, including all allegations of unlawful and inequitable conduct and Plaintiffs' entitlement to damages, restitution, injunctive or any other legal or equitable relief in connection with Plaintiffs' claims arising therefrom and has asserted a number of defenses to Plaintiffs' claims which LP believes to be meritorious;

WHEREAS, LP, although it categorically denies the allegations that it engaged in any wrongdoing or in conduct that violated the antitrust laws, has agreed to enter into this Settlement Agreement solely to avoid the further expense, inconvenience, and the distraction of burdensome and protracted litigation;

WHEREAS, Class Counsel have concluded, after extensive discovery and due investigation and after carefully considering the relevant circumstances, including, without limitation, the claims asserted in the Second Consolidated Amended Complaint filed in the Action, the legal and factual defenses thereto and the applicable law, that it would be in the best interests of the Plaintiffs and the Settlement Class to enter into this Agreement in order to avoid the uncertainties of litigation and to assure that the benefits reflected herein are obtained for the Plaintiffs and all Settlement Class Members, and further, Class Counsel consider the settlement

set forth herein to be fair, reasonable and adequate and in the best interests of Plaintiffs and all members of the Settlement Class;

WHEREAS, arm's-length settlement negotiations have taken place between Class Counsel and counsel for LP, and this Agreement, including its exhibits, which embodies all of the terms and conditions of the settlement between LP and the Plaintiffs and the Settlement Class, has been reached, subject to the approval of the Court as provided herein; and

NOW, THEREFORE, in consideration of the covenants, terms and releases in this Settlement Agreement and for other good and valuable consideration, it is by and among the undersigned agreed that the above-captioned case be settled, compromised and dismissed with prejudice as to LP, without costs as to Plaintiffs, the Settlement Class or LP, subject to the approval of the Court and the following terms and conditions:

A. Definitions

The following terms, as used in this Settlement Agreement, have the following meanings:

1. "Action" means the action captioned *In re OSB Antitrust Litigation*, which is currently pending in the District Court for the Eastern District of Pennsylvania, and including all actions transferred for coordination (including but not limited to *S.M. Roberts Construction et al., v. Louisiana-Pacific Corp., et al.*, 06-CV-01271 (E.D. Pa.); *Lang v. Louisiana-Pacific Corp., et al.*, C-06-2180 (N.D. Ca.); *Mazzerole v. Ainsworth Lumber Co. Ltd. et al.*, 06-CV-01321 (E.D. Pa.); *Padlicki v. Georgia-Pacific Corporation et al.*, 06-CV-01509 (E.D. Pa.); *Pierson Building Center, Inc. v. Ainsworth Lumber Co. Ltd. et al.*, C-06-3066 (N.D. Ca.); *Holeshot Construction and Environmental, Inc. v. Louisiana-Pacific Corp.*, C-06-3413 (N.D. Ca.); and *Reining et al., v. Louisiana-Pacific Corp. et al.*, 06-CV-02076 (E.D. Pa.)) and all actions pending such transfer (including, but not limited to, "tag-along" actions).

2. "Claims" shall mean any and all actions, suits, claims, rights, demands, assertions, allegations, causes of action, controversies, proceedings, losses, damages, injuries, attorneys' fees, costs, expenses, debts, liabilities, judgments, or remedies, which are directly related to the subject matter of the above-captioned Action.

3. "Claims and Notice Administrator," if necessary to effectuate the settlement, means The Notice Company, 94 Station Street, Hingham, MA 02043, or any other company as may be directed by the Court.

4. "Class Counsel" shall refer to the law firms of Gilman and Pastor, LLP, 225 Franklin Street, 16th Floor, Boston, MA 02110; Schubert, Jonckheer Kolbe & Kralowec LLP, Three Embarcadero Center, Suite 1650, San Francisco, CA 94111; Straus & Boies LLP, 4041 University Drive, Fairfax, VA 22030; and Trump, Alioto, Trump & Prescott, 2280 Union Street, San Francisco, CA 94123.

5. "Class Representatives" means Charles Lindaman, Edward Sloan, Allen Mazerolle, Paula Pearce, Donald Rogers, Delynn Burkhalter, Jonathan Weidlinger, Mike Curlew, Mike Burd, Scott Kelley, Susan Keachie, Dwight Finch, Tom Koller, Claudine Williams, David Colvin, Jason Scarale and Christopher Larkin and any additional individuals who may be substituted pursuant to Paragraph 31.

6. "Court" means the U.S. District Court for the Eastern District of Pennsylvania.

7. "Defendant" shall mean any defendant named in this Action.

8. "Discovery Materials" means any information or material provided under the discovery provisions of this Settlement Agreement, including, but not limited to any documents, notes, depositions, deposition transcripts, interviews, interview transcripts, affidavits, declarations and/or videos.

9. "Document" is defined to be synonymous in meaning and equal in scope to the usage of this term in Fed. R. Civ. P. 34(a), including, without limitation, electronic or computerized data compilations. A draft or non-identical copy is a separate document within the meaning of this term.

10. "Effective Date" means the date on which all of the events identified in Paragraph 36 have occurred.

11. "Escrow Account" means the account, established by Class Counsel and administered in accordance with the terms of this Settlement Agreement, for receipt of the Settlement Amount, paid by LP in anticipation of this Settlement Agreement.

12. "Escrow Agent" means Citizens Bank as set forth in the form of Escrow Agreement attached as Exhibit A hereto.

13. "Escrow Agreement" means the form of Escrow Agreement attached as Exhibit A hereto.

14. "Execution Date" shall mean the date of the execution of this Settlement Agreement by counsel for all parties thereto.

15. "LP" means Louisiana-Pacific Corporation and its current or former officers, directors, employees, subsidiaries, affiliates, predecessors, and successors.

16. "Notice and Administration Costs" means the fees and costs of the Claims Administration and the fees and costs incurred to provide notice to the Settlement Class and to administer the settlement, including the fees and costs, if any, of the Escrow Agent.

17. "Opt Out" means a person or entity who would have been a member of the Settlement Class except for his, her, or its timely and valid request for exclusion.

18. "OSB" includes any Oriented Strand Board structural panel product and means an engineered, mat-formed structural panel product made of strands, flakes or wafers sliced from wood logs and bonded under heat and pressure. For purposes of this Agreement, "OSB" includes any structural panel product manufactured or sold by LP that contains OSB, including, but not limited to, commodity grade OSB and specialty OSB.

19. "Payment for Attorneys' Fees" means the amount awarded by the Court to Class Counsel for attorneys' fees, costs and expenses.

20. "Released Claims" is defined as in Paragraph 37.

21. "Releasees" shall refer jointly and severally, individually and collectively to LP, its past and present parents, subsidiaries, predecessors, successors, heirs, executors, administrators, and assigns, and the past and present officers, directors, employees and agents of each of the foregoing. Notwithstanding the foregoing, "Releasees" does not include (i) any other defendant formerly or currently named in the Action; (ii) any defendant subsequently added or joined in the Action; and/or (iii) any other alleged co-conspirator of defendants in the Action, other than the Releasees.

22. "Releasers" shall refer jointly and severally, individually and collectively to Plaintiffs and Settlement Class Members, their respective past and present parents, subsidiaries, and affiliates, and the past and present officers, directors, employees, agents, parents, and subsidiaries and the predecessors, successors, affiliates, heirs, executors, administrators, and assigns of each of the foregoing.

23. "Settlement Amount" means two million three hundred thousand dollars (\$2,300,000 USD).

24. "Settlement Class" means the class defined in Paragraph 30.

25. "Settlement Class Member" means each member of the Settlement Class who did not timely elect to be excluded from the Settlement Class.

26. "Settlement Class Period" means the period from and including June 1, 2002 up to and including the date that the motion for preliminary approval of the settlement is filed with the Court.

27. "Settlement Fund" means the Settlement Amount, minus any payments made in accordance with this Settlement Agreement for costs, fees, or taxes including, but not limited to, Notice and Administration Costs, Payment for Attorneys' Fees, and Tax Expenses.

28. "Taxes" means any sums due to be paid to governmental taxing authorities from the Escrow Account, including taxes, estimated taxes, interest and penalties.

29. "Tax Expenses" means any and all reasonable fees and costs due to be paid to tax preparers, tax consultants or others for determining the tax liability of the Escrow Account, and otherwise assisting Class Counsel in carrying out their responsibilities under this Settlement Agreement.

B. Stipulation to Class Certification

30. Subject to the Court's approval and for the purposes of this Settlement Agreement only, the undersigned agree to the certification of the following Settlement Class in the Action:

All persons in the United States who, as end users, indirectly purchased for their own use, and not for resale, new OSB manufactured and sold by one or more of the Defendants during the period from June 1, 2002 to and including August 4, 2008 (the "Settlement Class"). Excluded from the Settlement Class are: all federal, state, or local governmental entities; Defendants and subsidiaries and affiliates of Defendants; all persons who purchased OSB directly from any Defendant or from any other manufacturer of OSB; and all persons who purchased OSB only as part of a house or other structure, except those indirect purchasers who can identify their OSB purchases.

31. If the Court rules that any of the Class Representatives identified in Paragraph 5 are inadequate to represent the class of indirect purchasers in their respective states, for purposes of this settlement, Class Counsel will designate individuals to replace any such representatives found to be inadequate, and such individuals shall be substituted as parties to this Settlement Agreement. The parties shall stipulate, for settlement purposes, that any individuals designated as substitute class representatives pursuant to this Paragraph are members of the Settlement Class and are adequate to represent the Settlement Class and, in particular, are adequate to represent the particular state(s) for which they have been designated. Any finding by the Court (or by any appellate court) that any of the Class Representatives identified in Paragraph 5 or any substitute representative designated pursuant to this Paragraph are not adequate to represent the class shall not be deemed to be a material modification of this Settlement Agreement pursuant to Paragraph 48 hereof.

C. Approval of this Settlement Agreement and Dismissal of Claims

32. Class Counsel and counsel for LP agree to use their reasonable best efforts to effectuate this Settlement Agreement, including but not limited to, cooperating in promptly seeking both preliminary and final approval of this Agreement (including the giving of class notice under Rule 23 of the Federal Rules of Civil Procedure) and securing certification of the Settlement Class for settlement purposes only and the prompt, complete, and final dismissal with prejudice of the Action as to LP only.

33. Promptly after the execution of this Settlement Agreement, Plaintiffs shall submit to the Court a motion, to be joined in by LP, for preliminary approval of this Agreement, authorization to disseminate notice to the proposed Settlement Class at a time to be set by the Court, including a statement that, subject to the approval of the Court, notice shall be by

publication in the *New York Times*, *U.S.A. Today*, *usatoday.com*, and any additional publications or methods, if any, that may be ordered by the Court, and for a stay of all proceedings in the Action against LP (the "Motion"). The Motion shall include: (a) the definition of the Settlement Class to be certified by the Court pursuant to this Settlement Agreement; (b) the proposed form of, method for, and date of dissemination of notice to the Settlement Class, as agreed upon by Class Counsel and LP prior to submission of the Motion; and (c) a proposed form of final judgment order as set forth in Exhibit B hereto. As further described in Paragraph 42, all costs related to notice shall be taken from the Settlement Amount, and LP shall bear no responsibility for such costs other than payment of the Settlement Amount.

34. (a) Upon preliminary approval of the settlement, Class Counsel shall, in accordance with Rule 23 of the Federal Rules of Civil Procedure and the Court's order, publish notice, in a form to be approved by the Court, of the settlement and the date of the hearing scheduled by the Court to consider the fairness, adequacy, and reasonableness of the proposed settlement (the "Settlement Hearing").

(b) Class Counsel shall take all necessary and appropriate steps to ensure that notice of the Settlement Hearing is provided in accordance with the order of the Court.

35. Class Counsel shall submit a motion for final approval of the Settlement Agreement by the Court after notice is given to the members of the Settlement Class of the Settlement Hearing and no less than two weeks before the Settlement Hearing. If the Court approves the Settlement Agreement, Class Counsel shall seek entry of an order and final judgment, which includes the following findings:

- (a) as to the Action, approving finally this Agreement and its terms as being a fair, reasonable, and adequate settlement as to the Settlement Class Members within the meaning of Rule 23 of the Federal Rules of Civil Procedure and directing its consummation according to its terms;

- (b) directing that, as to LP, the Action be dismissed with prejudice and, except as provided for in this Agreement, without costs;
- (c) discharging and releasing LP from all claims as specified in Paragraph 37 herein;
- (d) reserving exclusive jurisdiction over the settlement and this Agreement, including the administration and consummation of this settlement;
- (e) determining under Federal Rule of Civil Procedure 54(b) that there is no just reason for delay and directing that the judgment of dismissal as to LP shall be final and entered forthwith; and
- (f) requiring Class Counsel to file with the Clerk of the Court a record of potential Settlement Class Members who timely and validly excluded themselves from the Settlement Class, and to provide a copy of the record to counsel for LP. LP shall cooperate with Class Counsel in identifying any such Class Members.

36. This Settlement Agreement shall become final ("Effective Date") on the date that:

(a) the Court has entered a final judgment order approving this Settlement Agreement under Rule 23(e) of the Federal Rules of Civil Procedure and a final judgment dismissing the Actions as against LP with prejudice as to all Settlement Class Members and without costs; and (b) the time for appeal or to seek permission to appeal from the Court's approval of this Settlement Agreement and entry of a final judgment as described in clause (a) above has expired or, if appealed, approval of this Settlement Agreement and the final judgment has been affirmed in its entirety by the court of last resort to which such appeal has been taken and such affirmance has become no longer subject to further appeal or review. It is agreed that neither the provisions of Rule 60 of the Federal Rules of Civil Procedure nor the All Writs Act, 28 U.S.C. § 1651, shall be taken into account in determining the above-stated times. On the Execution Date of this Agreement, Plaintiffs and LP shall be bound by its terms, and this Agreement shall not be rescinded unless in accordance with terms provided herein.

D. Release and Discharge

37. Upon the occurrence of the Effective Date, and in consideration of payment of the Settlement Amount, as specified in Section E of this Settlement Agreement, and for other valuable consideration recited herein, the Releasees shall be completely released, acquitted, and forever discharged from any and all claims, demands, actions, suits, rights, assertions, allegations, causes of action, controversies, proceedings, losses, damages, injuries, attorneys' fees, costs, expenses, debts, liabilities, judgments, and remedies, whether class, individual, or otherwise in nature, that Releasers, or any one of them, ever had, now has, or hereafter can, shall, or may have against the Releasees, whether known or unknown, on account of or arising out of the facts, occurrences, transactions or other matters alleged in the Amended Complaint in the above-captioned matter or in complaints containing the same allegations of conspiracy with respect to any OSB products, including engineered wood products such as I-joists, webstock and rimboard, purchased within, to, or from the United States during the period from June 1, 2002 through and including the date that summary notice of the settlement is first published, including without limitation any claims which arise under any United States federal or state antitrust, unfair competition, unfair practices, price discrimination, unitary pricing, trade practice, unjust enrichment, or civil conspiracy law, including, without limitation, the Sherman Antitrust Act, 15 U.S.C. § 1 *et seq.*; Arizona Revised Statute § 44-1402; California Business & Professions Code § 16720 *et seq.*; California Business & Professions Code § 17000 *et seq.*; D.C. Code § 28-4502; D.C. Code § 28-3904; Florida Statute § 501.204; Iowa Code § 553.4; Kansas Statute Annotated § 50-112; Maine Revised Statute § 1104(1); Maine Unfair Trade Practices Act § 207; Massachusetts consumer protection act – G.L. c. 93A; Michigan Comp. Laws § 445.772; Minnesota Statute §§ 325D.51, 325D.53; Mississippi Code § 75-21-3; Nevada Revised Statute § 598A.060; New Mexico Annotated Statute § 57-1-1; New Mexico Annotated Statute § 57-12-3;

New York General Business § 349; North Carolina General Statute 75-1; North Dakota Cent. Code § 51-08.1-02; South Dakota Codified Laws § 37-1-3.1; Tennessee Code Annotated § 47-25-101; 9 Vermont Statute Annotated §§ 2451, 2453; West Virginia Code § 47-18-3; and Wisconsin Statute § 133.03 (the "Released Claims"). Nothing herein shall be construed to release any individual claims relating to any product defect, negligence, breach of contract, or similar claim between the parties involving OSB. The Releasors shall not, after the Effective Date, seek to recover against any of the Releasees for any of the Released Claims.

E. Payments

38. LP shall pay or cause to be paid the Settlement Amount of two million, three-hundred thousand dollars (\$2,300,000 USD) in settlement of the Action. The Settlement Amount shall be wire transferred by LP or its designee within ten (10) business days of the Execution Date into the Escrow Account, which shall be established as an escrow account at a bank designated by Class Counsel, and administered in accordance with the provisions of this section of the Agreement.

39. Each Settlement Class Member shall look solely to the Settlement Fund for settlement and satisfaction, as provided herein, of all claims released by the Releasors pursuant to this Settlement Agreement.

40. Upon approval of the Court, Class Counsel shall receive reimbursement for expenses and Payment for Attorneys' Fees, if any, from the Settlement Amount. At any time following a Court award of Payment for Attorneys' Fees, the Escrow Agent shall, upon request of Class Counsel, disburse such amount in accordance with written instructions received from Class Counsel.

41. LP agrees not to object, subject to an order of the Court in the Action, to the payment to Class Counsel of Payment for Attorneys' Fees out of the Settlement Amount. Disbursement of such amount shall not be delayed by reason of any appeal of the Final Judgment or of an order awarding attorneys' fees or approving plan of distribution; provided, however, if the Court's award of fees, costs, and expenses is vacated, reversed, or reduced on or as a result of an appeal, Class Counsel shall within ten (10) business days after receiving written notice from the Court of such vacatur, reversal, or reduction, make a refund to the Escrow Account in the Action in the amount of such vacatur, reversal, or reduction, with interest; and further provided that if LP elects to rescind the Agreement as described in Paragraphs 49 and/or 50, Class Counsel shall within ten (10) business days after receiving notice from LP of such rescission, make a refund to the Escrow Account for the Payment for Attorneys' Fees in the Action in the amount of any such fees, costs, and expenses, with interest. The interest rate applicable to any refund made to an Escrow Account pursuant to this Paragraph shall be the same interest rate earned by STI U.S. Treasury Money Market Funds during the period between the payment of approved attorneys' fees, costs, and expenses and any such refund.

42. Notice and Administration Costs shall be taken from the Settlement Amount, and LP shall bear no responsibility for such costs other than payment of the Settlement Amount. Disbursements for payment of Notice and Administration Costs may be made from the Settlement Amount upon written notification by Class Counsel to the Escrow Agent. Disbursements for any payments and expenses incurred in connection with taxation matters relating to this Settlement Agreement may be made from the Settlement Amount.

43. To the extent possible and unless the Court orders otherwise, Class Counsel shall combine notice to the Class with its notice of the settlements with Defendants Norbord Industries

Inc., Potlatch Corporation, Tolko Industries Ltd., and Weyerhaeuser Company. If such a combined notice is distributed and if LP or the Plaintiffs rescind or terminate this Settlement Agreement pursuant to Paragraphs 49 and/or 50, Class Counsel shall within ten (10) business days after receiving or sending notice of such rescission or termination, make a refund to the Escrow Account in the Action in the amount of any Notice and Administration Costs previously taken therefrom, excluding LP's proportionate share of such Costs, which Class Counsel and LP stipulate and agree is 20% of such costs.

44. Except as otherwise provided in this Settlement Agreement, the approval of the Court in the Action shall be required prior to the distribution of any monies from the Escrow Account. Court approval shall not be required for disbursement from the Escrow Account for payment of Notice and Administration Costs.

45. In the event that a distribution of the Settlement Fund to Settlement Class members is found not to be economically feasible, and subject to the Court's approval, the Settlement Fund will be distributed on a *cy pres* basis, to the non-profit entity ReBuilding Together. The parties will submit to the Court, for its approval, a proposed plan of distribution for the Settlement Fund, providing for distribution to Settlement Class members, *cy pres* distribution, or some combination thereof.

46. The Escrow Funds shall be invested and reinvested in direct obligations of, or obligations fully guaranteed as to principal and interest by the United States government (provided, however, that such portions of the Settlement Fund as may reasonably be needed to pay current expenses associated with providing notice to the Class, administering the Settlement Fund and the settlement may be deposited in a federally insured bank account in the Bank in an

amount not exceeding \$500,000). All interest earned on the Settlement Fund shall become and remain part of the Settlement Fund.

F. Opt Outs and Opt-Out Protection

47. Class Counsel or their designee shall direct the Claims and Notice Administrator to send copies of any requests for exclusion from the Settlement Class to LP as they are received. LP shall promptly identify to Class Counsel Class Members for whom requests for exclusion have been received by LP, and upon request by Class Counsel, LP shall promptly cause copies of any such requests for exclusion to be sent to Class Counsel.

48. LP or its counsel shall be entitled to communicate with any potential Settlement Class Member regarding its decision to opt out of the Settlement Class provided that, prior to communicating with a potential Settlement Class Member, LP first receives permission from Class Counsel authorizing the communication, which permission shall not be unreasonably withheld.

49. If potential Settlement Class Members with opt-out rights who purchased more than \$37 million of OSB during the Settlement Class Period opt out of the Settlement Class, LP shall have the unilateral right to rescind this Settlement Agreement in its entirety, and any and all amounts then constituting the Settlement Fund (including any interest earned thereon) shall be returned forthwith to LP, less only such disbursements properly made in accordance with this Agreement.

G. Rescission if the Settlement Agreement is Not Finally Approved

50. If the Court declines to approve this Settlement Agreement or any material part hereof; or if such approval is materially modified or set aside on appeal; or if the Court does not enter the final judgment and order; or if the Court enters the final judgment and order and

appellate review is sought and, on such review, such final judgment and order is not affirmed; then LP and Class Counsel agree to use their reasonable best efforts to arrive at a revised settlement agreement. If Class Counsel and LP cannot reach such an agreement, LP and the Plaintiffs shall each, in their respective sole discretion, have the option to rescind this Settlement Agreement in its entirety, and any and all amounts then constituting the Settlement Fund (including all interest earned thereon) shall be returned forthwith to LP, less only such disbursements properly made in accordance with this Agreement (including LP's share of amounts spent on Notice and Administration Costs). A modification or reversal on appeal of any amount of Class Counsel's fees and expenses awarded by the Court from the Settlement Amount or any plan of allocation of the Settlement Fund shall not be deemed a modification of all or a part of the terms of this Agreement or such final judgment.

51. LP and Plaintiffs expressly reserve all of their respective rights to the extent that the Settlement Agreement does not become effective or if the Agreement is rescinded or terminated pursuant to Paragraphs 49 or 50 of this Settlement Agreement.

H. Taxes

52. Class Counsel shall be solely responsible for directing the Claims and Notice Administrator to file all informational and other tax returns necessary to report any taxable and/or net taxable income earned by the Escrow Account. Further, Class Counsel shall be solely responsible for directing the Escrow Agent to make any tax payments, including interest and penalties due, on income earned by the Escrow Account. Class Counsel shall be entitled to direct the Escrow Agent to pay customary and reasonable Tax Expenses, including professional fees and expenses incurred in connection with carrying out their responsibilities as set forth in this Paragraph, from the Escrow Account by notifying the Escrow Agent in writing. LP shall have no

responsibility to make any tax filings on behalf of the Escrow Account, and shall have no responsibility to pay Taxes on any income earned by the Escrow Account, or to pay any Taxes with respect thereto unless the settlement is not consummated and the Settlement Amount is returned to LP. Other than as specifically set forth herein, LP shall have no responsibility for the payment of Taxes or Tax Expenses and Class Counsel shall hold LP harmless with respect to any taxes arising in connection with the Escrow Account.

53. For the purpose of § 468B of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder, the “Administrator” of the Escrow Account shall be the Claims and Notice Administrator, who shall timely and properly file or cause to be filed on a timely basis, all tax returns necessary or advisable with respect to the Escrow Account (including without limitation all income tax returns, all informational returns, and all returns described in Treas. Reg. § 1.468B-2(1)).

54. The parties to this Settlement Agreement and their counsel shall treat, and shall cause the Claims and Notice Administrator to treat, the Escrow Account as being at all times a “qualified settlement fund” within the meaning of Treas. Reg. § 1.468B-1. The parties, their counsel, the Claims and Notice Administrator, and the Escrow Agent agree that they will not ask the Court to take any action inconsistent with the treatment of the Escrow Account in such manner. In addition, the Claims and Notice Administrator and, as required, the parties shall timely make such elections as necessary or advisable to carry out the provisions of this Paragraph, including the “relation-back election” (as defined in Treas. Reg. § 1.468B-1(j)) back to the earliest permitted date. Such elections shall be made in compliance with the procedures and requirements contained in such regulations. It shall be the responsibility of the Claims and Notice Administrator timely and properly to prepare and deliver the necessary documentation for

signature by all necessary parties and thereafter to cause the appropriate filing to occur. All provisions of this Settlement Agreement shall be interpreted in a manner that is consistent with the Escrow Account being a “qualified settlement fund” within the meaning of Treas. Reg. § 1.468B-1.

I. Set off Against Other Judgments

55. Class Members recognize that by entering into this settlement with LP, they have obtained full satisfaction, inter alia, of any and all claims based on purchases of OSB from LP during the Class Period. Accordingly, Class Members agree that should they obtain a judgment for joint or joint and several liability against Georgia-Pacific LLC f/k/a Georgia-Pacific Corporation, J.M. Huber Corporation, Ainsworth Lumber Co. Ltd., Norbord Industries Inc., Potlatch Corporation, Tolko Industries, Ltd., and/or Weyerhaeuser Company, their current and former direct or indirect subsidiaries and divisions or a successor or assign of any of the Defendants named above, Class Members shall exclude prior to trebling, from the amount collectable from such final judgment, and shall not collect on such final judgment, an amount equal to LP’s share of sales to the Class Members, during the Class Period or any part thereof, which, for purposes of this Settlement Agreement, is defined as 28.78 %. It is expressly understood and agreed between Class Members and LP that the Defendants named above shall be third party beneficiaries of this Paragraph of this Agreement.

56. To be clear, Class Counsel, Plaintiffs, Class Members and Releasees expressly agree that they will not, under any circumstances, include in any damages claim sales of OSB made by LP to any Class Member during the Class Period, nor will they seek to execute a judgment against Georgia-Pacific LLC f/k/a Georgia-Pacific Corporation, J.M. Huber Corporation, Ainsworth Lumber Co. Ltd., Norbord Industries Inc., Potlatch Corporation, Tolko

Industries, Ltd., and/or Weyerhaeuser Company, their current and former direct or indirect subsidiaries and divisions or a successor or assign of any of the Defendants named above, in which damages are based in whole or part on sales of OSB made by LP to any Class Member during the Class Period.

J. Miscellaneous

57. Plaintiffs and LP agree that persons or entities that exercised their opportunity to opt-out of the Settlement Class and do not elect to be bound by the terms of this Settlement Agreement prior to entry of District Court's final judgment and order are not entitled to the benefits and relief of this Agreement.

58. Plaintiffs waive California Civil Code Section 1542 and similar provisions in other states. Plaintiffs certify that they are aware of and have read and reviewed the following provisions of California Civil Code, Section 1542 ("Section 1542"): "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor." The provisions of the release set forth above shall apply according to their terms, regardless of provisions of Section 1542 or any equivalent, similar, or comparable present or future law or principle of law of any jurisdiction. Plaintiffs hereby expressly waive and relinquish any and all rights and benefits existing under (i) Section 1542 or any equivalent, similar or comparable present or future law or principle of law of any jurisdiction and (ii) any law or principle of law of any jurisdiction that would limit or restrict the effect or scope of the provisions of the release set forth above.

59. Class Counsel agree that, following execution of this Settlement Agreement, it will make commercially reasonable efforts to assist LP in gathering materials required to be sent

to appropriate Federal and State officials pursuant to the Class Action Fairness Act of 2005, 28 U.S.C. § 1715, including directing the Claims Administrator to provide a reasonable estimate of the number of class members residing in each State.

60. This Settlement Agreement, including all Exhibits attached hereto, shall constitute the entire agreement between Plaintiffs and LP pertaining to the settlement of the Actions against LP and supersedes any and all prior and contemporaneous undertakings of Plaintiffs and LP in connection therewith.

61. All terms of the Settlement Agreement are contractual and not mere recitals. This Settlement Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of Releasers and Releasees. Without limiting the generality of the foregoing: (a) each and every covenant and agreement made herein by Plaintiffs shall be binding upon all Class Members and Releasers, and (b) each and every covenant and agreement made herein by LP shall be binding upon all Releasees.

62. If Class Counsel or Releasers intend to announce or otherwise disclose the fact of this settlement or its terms through a press release, at least three business days prior to the announcement or disclosure (or within a time frame that is commercially reasonable), they shall provide LP a copy of the press release and provide LP an opportunity to comment on such release. For purposes of this Paragraph, the term "press release" means a formal statement issued to the press. The term "press release" does not include conversations with the press in response to a press inquiry.

63. Except as set forth expressly herein, nothing expressed or implied in this Settlement Agreement is intended to or shall be construed to confer upon or give any person or

entity other than Plaintiffs, Class Members, LP, Releasers, and Releasees any right or remedy under or by reason of this Settlement Agreement.

64. This Settlement Agreement may be modified or amended only by a writing jointly executed by Class Counsel and counsel for LP, subject (if after preliminary or final approval by any court) to approval by the Court. Amendments and modifications may be made without notice to the Settlement Class unless notice is required by law or by the Court.

65. All terms of this Settlement Agreement shall be governed by and interpreted according to the substantive laws of New York without regard to its choice of law or conflict of law principles.

66. This Settlement Agreement may be executed in counterparts by Plaintiffs and LP, and a facsimile or .pdf signature shall be deemed an original signature for purposes of executing this Settlement Agreement.

67. Each of the undersigned attorneys represents that he or she is fully authorized to enter into the terms and conditions of, and to execute, this Settlement Agreement, subject to Court approval; and the undersigned Class Counsel represent that they are authorized to execute this Settlement Agreement on behalf of Plaintiffs and the Settlement Class. Each of the undersigned attorneys shall use their best efforts to effectuate this Settlement Agreement regardless of the jurisdiction in which the Action proceeds.

68. Where this Settlement Agreement requires any party to provide notice or any other communication or document to any other party, such notice, communication, or document shall be provided by facsimile or letter by overnight delivery at the address(es) reflected on the signature pages.

Dated: August 1, 2008

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