

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
ROME DIVISION

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:
FIELDTURF USA INC., FIELDTURF INC., :
and FIELDTURF TARKETT SAS, :
:
Plaintiffs, :
: CIVIL ACTION
- against - :
: FILE NO. _____
TENCATE THIOLON MIDDLE EAST, LLC :
f/k/a MATTEX LEISURE INDUSTRIES, :
POLYLOOM CORPORATION OF AMERICA :
d/b/a/ TENCATE GRASS NORTH AMERICA, :
and TENCATE THIOLON B.V., :
:
Defendants. :
-----X

COMPLAINT

Plaintiffs FieldTurf USA Inc., FieldTurf Inc. and FieldTurf Tarkett SAS (collectively “FieldTurf”), by and through their attorneys Nations, Toman & McKnight LLP and Friedman Kaplan Seiler & Adelman LLP, for their complaint against defendants TenCate Thiolon Middle East, LLC, Polyloom Corporation of America d/b/a TenCate Grass North America

and TenCate Thiolon B.V. (collectively, “TenCate”), respectfully allege as follows:

INTRODUCTION

1.

This is an action for fraudulent inducement of contract, breach of contract and warranty, and preliminary and permanent injunctive relief. It arises out of a bait-and-switch scheme employed by Mattex Leisure Industries (“Mattex”) and its successor TenCate Thiolon Middle East LLC against one of their largest and most loyal customers. FieldTurf, a manufacturer of artificial grass turf systems, was induced to enter supply agreements with Mattex, and later TenCate, by representations that its monofilament artificial grass fiber was superior to the fiber supplied by its competitors. These representations were bolstered by physical product samples and test results that Mattex touted to convince FieldTurf of the suitability and superiority of its product. Impressed by the appearance of Mattex’s monofilament fiber and swayed by its performance under test conditions, FieldTurf committed to buying the fiber for use in its construction of football fields, soccer fields and other artificial grass turf systems around the globe.

2.

Once it secured a contract with FieldTurf, Mattex changed its fiber formula and the manufacturing process that it used to create the fiber. Upon information and belief, Mattex stopped supplying the monofilament fiber that it had provided to FieldTurf to secure its business and, for some period of time, supplied a less expensive, less durable fiber. Upon information and belief, Mattex also made changes to the fiber's extrusion process in order to reduce costs and raise output, further diminishing the durability of its fiber and increasing the likelihood of premature fiber degradation under certain conditions.

3.

In addition, Mattex failed to manufacture this cheaper, less durable fiber with an adequate amount of the ultraviolet ("UV") stabilizers required to prevent loss of tensile strength, increasing its premature disintegration during the warranty period. In some cases, Mattex shipped FieldTurf fibers that contained no commonly known UV stabilizers. These changes resulted in batches of fiber that degraded prematurely and failed to meet contract specifications or live up to the terms of Mattex's warranty.

4.

For some period of time, TenCate continued supplying this defective fiber when it acquired Mattex in February 2007 and formed the new entity that is now TenCate Thiolon Middle East LLC. In addition, some of the fiber that TenCate has supplied to FieldTurf for installation overseas has exhibited visual defects in the form of “streaking,” as explained more fully below.

5.

As a result of Mattex and TenCate’s misrepresentations and breaches of contract and warranty, FieldTurf built more than 100 fields using defective fibers that are degrading prematurely. In addition, more than 20 other fields are exhibiting visual defects in the form of streaking. The customers who received fields built with defective fibers – primarily high schools, colleges and universities whose football fields, soccer fields and other sports fields are built using artificial turf systems – are looking to FieldTurf to repair and, in many cases, fully replace their failing fields. To date, FieldTurf already has spent approximately \$4 million on these repairs, and faces pending and future claims of tens of millions of dollars as a result of failures of TenCate supplied fiber. FieldTurf also has suffered significant

damage to its reputation. TenCate is directly responsible for these losses, which FieldTurf believes to be in excess of \$30 million.

6.

FieldTurf advised TenCate of its intention to assert claims arising from its supply of defective fiber and, in an effort to avoid litigation, initiated settlement discussions with TenCate. Instead of pursuing these discussions in good faith, TenCate – apparently believing that “the best defense is a good offense” – brazenly accused *FieldTurf* of breaching the parties’ current contract and purported to terminate the agreement as of March 2, 2011, approximately three and one-half months prior to its June 15, 2011 termination date. TenCate further advised FieldTurf that it would not continue to supply any artificial grass products to FieldTurf beyond March 2, 2011.

7.

This early – and wholly unjustified – termination was significant for a number of reasons. First, it deprived FieldTurf of three months that were critical to its management of the transition away from TenCate, which has served as its sole supplier of artificial grass fiber for the last four years. Second and more specifically, it threatened to deprive

FieldTurf of access to a number of products – *other* than the defective Evolution fiber – which FieldTurf was relying upon TenCate to supply through the scheduled June 15, 2011 termination date.

8.

The other products supplied by TenCate to FieldTurf are necessary for FieldTurf’s completion of a significant number of existing customer contracts. In many cases, the orders necessary to fulfill these contracts have been outstanding for several months.

9.

TenCate’s bad faith refusal to fill FieldTurf’s pre-existing orders for products other than Evolution will deprive FieldTurf of access to those products and could cause its default on a number of important, large-scale projects of which TenCate has been aware for some time. This will result in irreparable harm to FieldTurf’s business and reputation.

10.

FieldTurf recently sought commercially reasonable assurances from TenCate that all pending orders would be fulfilled before the early March 2, 2011 termination date. TenCate has not yet given such assurance, suggesting that it may seek to “run out the clock” until its unjustified

termination of the Supply Agreement takes effect on March 2, 2011. This Court's immediate intervention is therefore urgently needed.

THE PARTIES

11.

Plaintiff FieldTurf USA Inc. ("FieldTurf USA") is a Florida corporation with its principal place of business located at 175 North Industrial Blvd., N.E., Calhoun, Georgia 30701.

12.

Plaintiff FieldTurf Inc. ("FieldTurf Inc.") is a Canadian corporation with its principal place of business located at 8088 Montview Road, Montreal, Quebec, H4P 2L7.

13.

Plaintiff FieldTurf Tarkett SAS ("FieldTurf Tarkett") is a French corporation with its principal place of business located at 2 Rue de l'Egalite, 92748 Nanterre Cedex, France.

14.

Defendant TenCate Thiolon Middle East, LLC ("TenCate Middle East") is a limited liability company organized under the laws of the United Arab Emirates with its principal place of business located at Techno

Park – Plot number TP010104, Sheikh Zayed Road, P.O. Box 25628, Dubai, United Arab Emirates. TenCate Middle East is 51% owned by a United Arab Emirates entity and 49% owned by Royal TenCate, a Dutch entity with its principal place of business located at Stationsstraat 11, 7607 GX Alelmo, The Netherlands. Royal TenCate has 100% economic ownership of TenCate Middle East.

15.

Defendant Polyloom Corporation of America d/b/a TenCate Grass North America (“TenCate Grass”) is a Delaware corporation with its principal place of business located at 1131 Broadway Street, Dayton, Tennessee, 37321.

16.

Defendant TenCate Thiolon B.V. (“TenCate Thiolon”) is a Dutch limited liability company with its principal place of business located at G. van der Muelenweg 2, P.O. Box 9, 7440 AA Nijverdal, The Netherlands.

JURISDICTION AND VENUE

17.

This Court has original and/or supplemental subject matter jurisdiction over all claims in this action pursuant to 28 U.S.C. §§ 1332 and 1367. Diversity jurisdiction exists under 28 U.S.C. § 1332(a)(3) because this is a dispute between citizens of different states and in which citizens of foreign states are additional parties. The amount in controversy, exclusive of interest and costs, well exceeds \$75,000.

18.

This Court has personal jurisdiction over the defendants, who supply synthetic grass fiber to customers throughout the United States, including plaintiffs. Specifically, defendants supply fiber to FieldTurf USA's manufacturing plant in Calhoun, Georgia from their facilities in Dayton, Tennessee and Dubai. From 2005 through the present, defendants' representatives have conducted in-person meetings with FieldTurf representatives at FieldTurf USA's offices in Georgia and TenCate Grass' offices in Tennessee. TenCate representatives have also regularly communicated with FieldTurf representatives from managerial offices located in Union City, Georgia.

19.

In addition, each of the defendants has consented to this Court's jurisdiction under the terms of a July 1, 2008 Supply Agreement between plaintiffs and defendants. Section XIV of the Supply Agreement provides in relevant part: "The Parties to this Agreement hereby irrevocably consent and submit to the jurisdiction and forum of the United States District Court for the Northern District of Georgia or the Superior Court of Fulton County, Georgia in all questions arising out of this Agreement."

20.

Venue is proper under 28 U.S.C. § 1391(a)(2) because a substantial part of the events and omissions giving rise to plaintiffs' claims occurred in this district. As noted above, TenCate supplied defective fiber to FieldTurf at FieldTurf USA's manufacturing plants in Dalton and Calhoun, Georgia. Before its acquisition by TenCate Middle East, Mattex supplied defective fiber to FieldTurf at FieldTurf USA's prior locations in Dawnville, Georgia and Dalton, Georgia which, like Calhoun, are located in this district. In addition, certain of the misrepresentations giving rise to plaintiffs' fraud claims were made to FieldTurf USA employees in this district.

21.

Venue also is proper under the forum selection clause contained in Section XIV of the July 1, 2008 Supply Agreement cited above.

FACTS RELEVANT TO CLAIMS FOR RELIEF

Background: A Description of FieldTurf’s Artificial Turf Systems

22.

John Gilman and Jean Provost, both former professional athletes, founded FieldTurf in 1994. Their mission was to put an end to the injuries that athletes had come to suffer routinely on synthetic turf by designing an artificial turf system that more closely resembled natural grass. FieldTurf accomplished that goal by rejecting the old turf systems that relied on an underlying shock pad for resilience and player comfort and, instead, by building systems of synthetic grass fibers surrounded and stabilized by “infill” – a patented mixture of sand and rubber granules that are similar to the soil found in natural grass.

23.

The main components of each FieldTurf system are artificial grass fibers, a permeable fabric backing into which the fibers are stitched or “tufted,” and a mixture of sand and rubber that serves as the infill. FieldTurf

obtains the grass fibers and fabric backing from TenCate; it receives from separate suppliers the sand and rubber used to create the infill.

24.

The fiber in each FieldTurf system is a form of extruded polyethylene polymer. In those systems that are the subject of this complaint, the fiber has an “arched” profile that was designed to resemble grass. Each fiber contains a central spine with “wings” on each side of the spine.

25.

The fiber is tufted into a permeable backing material in rows according to a spacing formula that enables cleats to penetrate the infill material rather than the fiber on the surface of the field. This spacing formula is designed to provide traction and prevent player injuries. Once tufted, coats of polyurethane are applied to the backing to secure the fibers in place. Coating is either done as a complete layer with perforation to permit drainage or using FieldTurf’s patented “finger unit” process, where coating is applied over the back of each row of stitching leaving the rest of the backing material open for drainage. The tufting is then ready for the

installation and infill process. The infill is comprised of sand and recycled rubber particles (either ambient or cryogenic).

26.

Each field is manufactured to order at FieldTurf's manufacturing plants in Calhoun, Georgia (the production location for FieldTurf USA and FieldTurf Inc.) and Auchel, France (the production location for FieldTurf Tarkett SAS).

27.

In addition to the sports fields described above, FieldTurf manufactures landscaping systems, golf courses and putting greens, playgrounds and other recreational systems.

The Shift from "Slit-Film" Tape to Monofilament Fiber

28.

Until 2004, FieldTurf built its artificial turf systems exclusively with "slit-film" tape, which fibrillates along a honeycomb pattern after use. Fields manufactured with slit-film tape became popular beginning in 2000 because of their aesthetic quality and player friendliness. However, slit-film tape had long-term durability issues largely attributable to the way in which it was manufactured and installed.

29.

To manufacture slit-film tape, melted polymer is extruded into thin, flat sheets approximately five feet wide. Each sheet is then cut into individual tapes, which are then cut again so that they have “slits” approximately 0.05 inches apart. The tape is then twisted, tufted into the fabric backing, and coated with polyurethane. During the infill process, the tape must be brushed repeatedly to prevent the infill from burying the fiber and to further split or “fibrillate” the tape so that the individual blades become more grass-like. The long-term durability of slit-film products can be compromised both by the mechanical splitting of the tape during the manufacturing process and the brushing of the tape during installation.

30.

A number of fiber manufacturers, including Mattex and TenCate, developed monofilament fiber to address the long-term durability issues associated with slit-film products.¹ Monofilament fiber is similar to slit-film tape in its chemical composition: it is comprised of a combination of polyethylene and a “Masterbatch” of other chemicals, including UV

¹ Slit-film products are still used in certain applications, including recreational areas, high-use training fields, baseball and softball fields.

stabilizers. However, monofilament fiber undergoes a different extrusion or manufacturing process. Melted polymer is pushed through a “spinneret,” which is a multi-pored device designed to shape each individual fiber. What emerges from the extrusion line is not a flat sheet, but individual strands of fiber that resemble spaghetti. No further splitting or cutting of the strands is necessary. The individual strands are then wrapped together with a wrap yarn and passed through a machine for tufting. Once tufted, monofilament fiber looks much like it will when installed and does not need to be brushed and untwisted. Thus, the fiber is not compromised in the manufacturing process since it is not repeatedly cut, and is not partially destroyed in the installation process since it does not need to be brushed and untwisted.

31.

The fiber manufacturer is responsible for selecting a Masterbatch containing adequate UV stabilizer packages so that the extruded polymer is able to withstand long-term exposure to UV radiation. Adequate UV protection is crucial to any fiber’s long-term durability. If a fiber is not provided with UV stabilizers of an adequate quality or amount, the fiber will fade, split and break down as it is exposed to the sun’s rays over time.

32.

The fiber manufacturer is also ultimately responsible for ensuring that a monofilament fiber contains the desired mechanical properties. It is industry knowledge that the extrusion of monofilament polyethylene fiber is a highly technical process, which requires significant expertise and precise control of temperature and pressure levels. Small changes in extrusion settings (*e.g.*, line speed, capillary throughput, head pressure etc.) can dramatically impact a fiber's mechanical durability and resilience. If pressure and temperature are not kept under control, meaningful damage also can be done to the UV stabilizer packages themselves.

Mattex Introduces “Evolution” Monofilament Fiber to FieldTurf

33.

In the early 2000's, the monofilament fibers on the market had very thin, flat blades. These fibers, which were prickly to touch, were used primarily in landscape projects.

34.

In 2003, Mattex introduced a new monofilament fiber called Evolution 3GS (“Evolution”). Evolution fiber had a “U” shape (*i.e.*, a

central spine with curved wings on either side) and a softer, more grass-like texture.

35.

Gilman learned about Mattex's new monofilament fiber at a European Turf Show held in Cologne, Germany from November 5 through November 7, 2003. Jeroen van Balen, then a Managing Director of Mattex, presented Gilman with tufted Evolution samples, which were impressive in their grass-like appearance and which van Balen characterized as stronger than any other fiber on the market.

36.

In 2003, Mattex's monofilament fiber was manufactured in Germany by a company called Reimotec. In 2003, Reimotec used a C8-based linear low density polyethylene polymer ("LLDPE"), described more fully below, and a Masterbatch obtained from BASF Chemical Company ("BASF") to manufacture the monofilament yarn that it supplied to Mattex.

37.

Upon information and belief, the Evolution samples that van Balen provided to Gilman in November 2003 were made with a C8-based LLDPE and a BASF Masterbatch.

38.

Impressed by the appearance of the Evolution samples and van Balen's representations about the product's durability, Gilman placed an initial order for Evolution fiber and invited van Balen to FieldTurf's office in Montreal, Canada to discuss the new product.

39.

From 2004 to mid-2005, van Balen and other Mattex representatives made several trips to Montreal to negotiate with FieldTurf over the terms of a possible supply agreement for Evolution yarn. During these meetings, van Balen discussed the advantages of monofilament fiber over the slit-film tape that FieldTurf was using at the time. Van Balen also represented that, during Mattex's preliminary testing, Evolution had proven to be far more durable than other fiber on the market.

40.

On March 22, 2004, Gilman requested that van Balen provide FieldTurf with the results of its preliminary testing. Gilman emphasized the need to see the results of UV testing in particular. To test for UV stability, fiber must be exposed to several thousand hours of constant UV exposure, and then evaluated at the conclusion of that exposure. As a result, there is

no way to discern a fiber's UV stability immediately upon delivery. Gilman advised van Balen that FieldTurf could not commit to any large-scale purchases of Evolution without first having access to Mattex's UV test data.

41.

On July 10, 2004, van Balen sent an e-mail containing specifications for the Evolution fiber to Derek Bearden, then Vice President of Manufacturing at FieldTurf USA's manufacturing plant in Dalton, Georgia. In that e-mail, van Balen discussed the results of UV testing that was designed to evaluate Evolution's durability and colorfastness under prolonged UV exposure. He represented that, after 3,500 hours of UV exposure, Evolution was showing "extremely good results" that were superior to any other fibrillated tape product on the market. Specifically, he noted that Evolution was on target for "tenacity at over 75% after 5000 hours without loss of color."

42.

"Tenacity," also known as "tensile strength," is the maximum tension (force) that a fiber can withstand without tearing per unit of mass. Though tensile strength is properly expressed as breaking force per unit of mass, the term is often used loosely to refer to a product's breaking force.

43.

Under applicable industry standards, artificial grass fibers are expected to retain a tensile strength of over 50% after 3,000 hours of UV exposure. As van Balen intended, FieldTurf understood the test results that he communicated to mean that Evolution was significantly outperforming industry standards.

44.

Mattex communicated similarly strong UV test results to FieldTurf by letter dated March 15, 2005. These results, which van Balen represented to be from an independent scientific laboratory in Germany, indicated that Evolution fiber showed a loss in tensile strength of only 18% after 4,000 hours of UV exposure and confirmed the strong test results previously received from Mattex.

45.

Upon information and belief, the test results that Mattex communicated to FieldTurf were conducted on fiber that was extruded from a C8-based LLDPE and a BASF Masterbatch containing adequate loading levels of UV stabilizers. Upon further information and belief, the tested

fiber was extruded at settings that did not damage the UV stabilizers and that provided the fiber with specific, desirable mechanical properties.

Results of FieldTurf's Testing of Mattex's Evolution Fiber

46.

In addition to reviewing Mattex's test results, FieldTurf conducted its own series of tests to examine the UV stability and durability of the Evolution fiber.

47.

At all times relevant to the complaint, FieldTurf did not have the ability to perform in-house UV testing. If FieldTurf wished to test a fiber sample for UV stability, it had to outsource the testing to a third party and await the results which, because of the length of time required to conduct UV testing, would be received many months later.

48.

In early 2004, FieldTurf arranged for two pieces of the tufted Evolution samples that van Balen had given to Gilman in November 2003 to be sent to Commercial Testing Company ("CTC") in Dalton, Georgia for UV testing. In a report issued on November 8, 2004, CTC indicated that the samples showed negligible or no color change after over 5,000 hours of

exposure. These results were consistent with the UV test results that FieldTurf had received from Mattex.

49.

In addition to the outsourced UV testing, FieldTurf conducted in-house accelerated wear testing on Evolution turf samples. To perform this testing, FieldTurf constructed a machine called “Mad Max,” the main component of which is a large metal wheel with cleats of different treads around its perimeter. The wheel is attached to a mechanism that makes it roll from one end of a turf sample to another, and then reverse and roll backwards. The goal of the test is to simulate foot traffic on the sample and assess how many cycles the sample can withstand before showing wear in the form of fibrillation or splitting.

50.

The original Evolution samples that van Balen had provided to Gilman in November 2003 significantly outperformed competitor samples under Mad Max testing. After 10,000 passes, the Evolution samples showed virtually no wear at all, while the other samples tested showed some degree of fibrillation. These wear results were outstanding when compared to the

results of FieldTurf's slit-film tape, which typically showed significant fibrillation at 10,000 passes.

51.

In light of Evolution's performance in the tests conducted by Mattex, CTC and FieldTurf itself, FieldTurf began using Evolution on a test basis in 2004, while continuing to negotiate with Mattex over the terms of a supply agreement.

Mattex Changes Its Fiber Formula

52.

In or around early 2005, Bearden observed a slight drop in the performance of Evolution under Mad Max testing. Bearden reported the observation to van Balen and asked if Mattex had made any changes to Evolution since it had provided FieldTurf with the initial product samples in November 2003.

53.

On February 21, 2005, van Balen responded to Bearden by stating that, apart from a slight increase in the thickness of the Evolution fiber, Mattex had made no changes to the product. Specifically, van Balen represented: "[W]e have not changed any setting on [any] machine, not even

line speed, and obviously [the] raw materials are identical. We would never do any even marginal change without talking to you.” He went on to state that Mattex was performing UV testing on Evolution samples containing two different types of rubber infill and, after 5,000 hours, was “very satisfied” with the results.

54.

Throughout 2005, Mattex continued to assure FieldTurf of the durability and superiority of its Evolution fiber. On February 23, 2005, van Balen informed Gilman that Mattex had sold Evolution fiber to six customers over the last six months with good results. In or around April 2005, van Balen made the same assurances to Bearden, again stating that, apart from a slight increase in thickness, Mattex had made no changes to the chemical makeup or manufacturing of the Evolution fiber.

55.

Information concerning the chemical composition of Evolution (including the Masterbatch formula and UV stabilizer package added to its polymer base) and the process used to manufacture the fiber was solely within the possession of Mattex. FieldTurf thus accepted as true van Balen’s

assurances that Mattex had made no changes to Evolution since November 2003, when it supplied FieldTurf with the first product samples.

56.

As set forth more fully below, these representations were false. Upon information and belief, Mattex at some point changed its polymer recipe for Evolution fiber from the superior C8-based LLDPE to a less expensive and inferior LLDPE. Upon information and belief, Mattex also significantly changed the settings used in the extrusion process for Evolution, further diminishing the fiber's quality. In addition, Mattex switched the Masterbatch formula for Evolution – buying the Masterbatch from a company other than BASF – and stopped providing the Evolution fiber with either the necessary type, quantity or dispersion of UV stabilizers required for the fiber to maintain its strength under prolonged UV exposure.

57.

Upon information and belief, Mattex intentionally concealed these facts from FieldTurf for the purpose of encouraging FieldTurf to enter into a supply agreement with Mattex in reliance on its earlier assurances.

The 2005 Supply Agreement and Warranty

58.

On September 10, 2005, in reliance on Mattex's misrepresentations and omissions, FieldTurf entered into a supply agreement with Mattex (the "2005 Supply Agreement"). Under the 2005 Supply Agreement, attached hereto as Exhibit A, FieldTurf agreed to purchase monofilament fiber from Mattex during the period October 1, 2005 through December 31, 2006. Mattex, in turn, granted FieldTurf full exclusivity on the purchase of Evolution fiber for the duration of the contract period.

59.

Paragraph 6 of the 2005 Supply Agreement indicated that all monofilament fiber supplied to FieldTurf would meet specifications provided by Mattex.

60.

Paragraph 18 of the 2005 Supply Agreement indicated that Mattex would guarantee the performance of its monofilament fiber in a separate warranty "reflecting excellent wear properties and UV stability."

61.

In accordance with its obligations under paragraph 18 of the 2005 Supply Agreement, Mattex issued a warranty (the “2005 Warranty”), attached hereto as Exhibit B, which guaranteed the performance of its monofilament fiber for periods ranging from six to nine years, depending on the global location of the installation. For fields installed in areas receiving the highest levels of UV exposure, Mattex provided a six-year warranty; for fields installed in areas receiving the lowest levels of UV exposure, Mattex provided a nine-year warranty.

62.

Mattex also provided additional UV test results to support the 2005 Warranty on the Evolution fiber. On November 1, 2005, van Balen sent Jennifer Bennett (then Materials Manager for FieldTurf) results from extensive UV testing performed on Evolution fiber with and without rubber infill. Depending on the color tested, the “untreated” fiber (*i.e.*, fiber without infill) retained 68 to 88% of its tensile strength after 9,000 hours of UV exposure. The “treated” fiber (*i.e.*, fiber with infill) retained 60 to 70% of its tensile strength after 8,000 hours of UV exposure, which van Balen

noted was equivalent to “5 to 6 years in the Sudan.” He characterized this result as “really good when benchmarked.”

63.

At no time during the contract period did Mattex disclose to FieldTurf that its polymer recipe for the Evolution fiber had changed from a C8-based LLDPE to a cheaper and inferior LLDPE. Nor did Mattex ever disclose that it had made changes to its extrusion process, switched its Masterbatch provider and failed to add the appropriate levels of UV stabilizers to the Evolution fiber.

The 2006 Supply Agreement and Warranty

64.

On November 29, 2006, still unaware that Mattex had changed Evolution’s chemical composition and extrusion process and in reliance on Mattex’s continued representations and omissions concerning the durability and UV stability of the fiber, FieldTurf renewed its supply agreement with Mattex and executed a second agreement for the period December 1, 2006 through December 31, 2007 (the “2006 Supply Agreement”). Under the 2006 Supply Agreement, attached hereto as Exhibit C, FieldTurf agreed to purchase a minimum quantity of monofilament fiber over the contract

period. Mattex, in turn, granted FieldTurf full exclusivity on the purchase of Evolution fiber.

65.

Like the 2005 Supply Agreement, the 2006 Supply Agreement warranted that the Evolution fiber supplied to FieldTurf would meet Mattex's current specifications.

66.

Paragraph 11 of the 2006 Supply Agreement incorporated the "MLI [Mattex] Limited Warranty Version 1 – June 2006" (the "2006 Warranty") as an integral part of the contract. Like the 2005 Warranty, the 2006 Warranty guaranteed the performance of the Evolution fiber for periods ranging from six to nine years, depending on the global location of the installation. For fields installed in areas receiving the highest levels of UV exposure, Mattex provided a six-year warranty; for fields installed in areas receiving the lowest levels of UV exposure, Mattex provided a nine-year warranty. The 2006 Warranty is attached hereto as Exhibit D.

67.

The 2006 Warranty provided that the Evolution fiber supplied under the 2006 Supply Agreement would be "free from defects in material

and workmanship under normal use” and would maintain its specified tensile strength for the duration of the applicable warranty period. The Warranty indicated that tensile strength would be “deemed maintained” if the fiber’s strength did not decrease by more than 50% during the warranty period.

68.

At no time prior to or during the contract period did Mattex disclose to FieldTurf that its polymer recipe for the Evolution fiber had changed from a C8-based LLDPE to a cheaper and inferior LLDPE. Nor did Mattex ever disclose that it had made changes to its extrusion process, switched its Masterbatch provider and failed to add the appropriate levels of UV stabilizers to the Evolution fiber.

69.

Upon information and belief, Mattex intentionally concealed these facts from FieldTurf for the purpose of encouraging FieldTurf to enter into the 2006 Supply Agreement in reliance on its earlier assurances.

70.

Indeed, on December 10, 2006, van Balen again assured Gilman that Mattex “never changed” its polymer formula for the Evolution

fiber. Van Balen acknowledged that Mattex was testing new products with other purchasers, but insisted that it had never changed the Evolution fiber that it was supplying to FieldTurf. In addition, van Balen reiterated that “all tests and customers” agreed that Mattex’s “standard” polymer was superior to that used by its competitors.

TenCate Acquires the Assets and Liabilities of Mattex

71.

On or around February 12, 2007, Royal TenCate N.V., the ultimate parent of the TenCate entities, acquired the assets and liabilities of Mattex and formed a new company, TenCate Middle East, to carry out Mattex’s activities.

72.

Upon information and belief, with the exception of its general manager, Mattex’s entire management team – including van Balen – remained with TenCate following the acquisition.

73.

After the acquisition, TenCate Middle East purported to carry out Mattex’s obligations under the 2006 Supply Agreement and Warranty

and continued to supply FieldTurf with the Evolution yarn covered by those agreements.

74.

On April 4, 2007, FieldTurf and TenCate Middle East executed an amendment to the 2006 Supply Agreement in order to increase the prices that TenCate Middle East could charge for supplying monofilament fiber to FieldTurf over the remainder of the contract period. On April 11, 2007, FieldTurf and TenCate Middle East executed a second amendment that further modified those prices. All other terms of the 2006 Supply Agreement remained in effect following TenCate's acquisition of Mattex. The April 4 and April 11, 2007 amendments to the 2006 Supply Agreement are attached hereto as Exhibits E and F, respectively.

The 2008 Supply Agreement and Warranty

75.

On July 1, 2008, FieldTurf and TenCate executed a new supply agreement (the "2008 Supply Agreement"), which was scheduled to terminate on December 31, 2011. The 2008 Supply Agreement is attached hereto as Exhibit G.

76.

On November 4, 2009, TenCate provided FieldTurf with notice of its intention to terminate the 2008 Supply Agreement as of June 15, 2011. TenCate remained obligated to supply FieldTurf through and including that date. As set forth more fully below, TenCate now has purported to terminate the 2008 Supply Agreement as of March 2, 2011.

77.

Under the 2008 Supply Agreement, FieldTurf committed to purchase 100% of its fiber needs from TenCate, which in turn committed to supply 100% of FieldTurf's fiber needs. Among the products covered by the 2008 Supply Agreement were not only Evolution – the product that has resulted in more than 100 field failures – but Evolution Plus (an improved version of Evolution), a slit-film tape product called Tapeslide XP Pro (“XP Pro”), other products used for landscaping projects and golf courses, and the fabric backing into which the artificial grass products are tufted.

78.

In Section VII of the 2008 Supply Agreement, TenCate made various representations about the quality of the fiber that it would supply to FieldTurf. In Section VII.A, TenCate warranted that each and every product

shipped to FieldTurf would meet TenCate's product specifications and satisfy TenCate's performance criteria, within certain acceptable ranges.

79.

Section VII.C of the 2008 Supply Agreement set forth a limited warranty (the "2008 Warranty") applicable to the fiber supplied by TenCate. The 2008 Warranty provided that, under normal conditions during the applicable warranty period, TenCate's products would "maintain their UV stability and tensile strength." Like the 2006 Warranty, the 2008 Warranty indicated that a product would be deemed to have maintained its UV stability and tensile strength if the original tensile strength of the product did not decrease by more than 50% during the warranty period. The 2008 Warranty further provided that each and every product would be "free from visual defects and defects in materials and workmanship" and would not "fade or change color beyond the extent permitted in the Product Specifications."

80.

TenCate's default product specifications and performance criteria for Evolution were attached as Schedule B to the 2008 Supply Agreement. With respect to tensile strength, the product specifications

indicated that each strand of Evolution fiber should have a “typical” breaking force of 115 newtons (for tensile strength of 25.9 lbs per strand) and a minimum breaking force of 95 newtons (for tensile strength of 21.4 lbs per strand). Each strand of fiber is comprised of six filaments. Thus, under the applicable product specifications, the tensile strength for each filament should range from 4.3 to 3.6 lbs/ filament. The 2008 Warranty guaranteed that the fiber would retain 50% of this range – or 2.2 to 1.8 lbs/filament – during the applicable warranty period.

81.

The applicable warranty period was set forth in Exhibit A to the 2008 Supply Agreement, which provided a warranty ranging from eight to eleven years depending on the particular fiber supplied and the geographic location of the product’s installation. For fields installed in areas receiving the highest levels of UV exposure, TenCate provided an eight-year warranty; for fields installed in areas receiving the lowest levels of UV exposure, TenCate provided an eleven-year warranty.

82.

Section II.C of the 2008 Supply Agreement provided:

“Termination of this Agreement at any time for whatever reason shall not

affect any performance obligation accruing or arising before or as a result of such termination.”

**FieldTurf Discovers that Certain North American
Fields Manufactured with Evolution Fiber Are Failing**

83.

FieldTurf marketed the fields that it manufactured with Evolution fiber provided by Mattex and TenCate under the brand names “FieldTurf,” “Duraspine” and “Prestige.” The FieldTurf and Duraspine brands were used primarily in North America, while the Prestige brand was used primarily in Europe.

84.

FieldTurf provided its customers with warranties (the “FieldTurf Warranties”) for the fields that it manufactured. In North America, nearly all of the applicable warranties were for eight-year periods.

85.

Over the course of 2009 and 2010, FieldTurf received complaints from a significant number of customers in North America who had purchased FieldTurf, Duraspine and Prestige fields manufactured with Evolution fiber. Some customers reported that the fibers on their fields were splitting and shedding during routine use (*e.g.*, covering player uniforms

during sports games and practices). Other customers reported excessive thinning and fading of the fibers – especially along white and yellow lines, logos and other field areas composed of colored yarn. Still other customers reported that large areas of their fields in all colors had degraded dramatically.

86.

In many instances, customers complained that fiber in one tufted row of a field was failing, while fiber of the same color in an immediately adjacent tufted row was not failing. The existence of variable degradation rates in fiber exposed to the same environmental and wear conditions suggested, at a minimum, that the Evolution fiber supplied by Mattex and TenCate was not performing in a uniform manner. Upon information and belief, such a marked variability in performance means that Mattex and TenCate had quality control issues in their extrusion processes that resulted in alterations to what should have been chemically indistinguishable fibers.

FieldTurf Reports Complaints of Fiber Defects to TenCate

87.

FieldTurf contacted TenCate to report the customer complaints that it received. Over the course of 2009 and 2010, FieldTurf representatives including Howard McNeil (Senior Vice President of Operations) and Brian Waters (Director of Logistic and Purchasing) reported customer complaints to TenCate representatives including Guido Vliegen (Commercial Director, TenCate Grass), Ian Pietri (Vice President of Sales, TenCate Grass), Rob Black (Vice President of Logistics, TenCate Grass), Mario Muehle (Research and Development Director, TenCate Grass) and Mike Green (Technical Service Manager, TenCate Grass).

88.

In mid-2010, McNeil and Waters established weekly telephone conferences and monthly in-person meetings to address the quality and production issues associated with the fiber supplied by TenCate. Customer complaints were regularly discussed during these telephone conferences and meetings.

89.

Following a customer complaint, FieldTurf typically scheduled a field inspection to investigate the customer's concerns. FieldTurf typically invited TenCate to attend these inspections, and often coordinated with TenCate to schedule them.

90.

Green regularly attended field inspections on behalf of TenCate during 2009 and 2010. Waters typically attended the inspections on behalf of FieldTurf.

91.

During the field inspections, both FieldTurf and TenCate photographed the field areas giving rise to the customer complaint. On such visits, TenCate generally had the opportunity to take physical samples from the fields that it inspected and, in some cases, collected samples of loose fiber from those fields.

92.

At the outset of the first few field inspections, Green stated to Waters that he would not comment upon any suspected reasons for the fiber failures. Nonetheless, Green acknowledged numerous fiber failures in the

field inspection reports that he prepared following each site visit. Numerous of Green's reports acknowledged the "splitting and breaking off" of fiber, particularly the white and yellow fiber on field lines. Green's reports offered no explanation for the defects, though he sometimes noted the similarity of defects across fields. For example, in a field inspection report following a visit to a stadium in Miami, Florida, Green observed the splitting and breaking off of white and yellow fibers and wrote: "No explanation for this, but it has been seen before in other fields."

93.

FieldTurf has provided TenCate with prompt notice of customer warranty claims.

94.

TenCate has failed to take any steps to replace or repair the defective fiber in any of the fields that it has inspected and/or for which it has received notice of a warranty claim.

95.

The breaking, splitting, thinning and overall deterioration of the Evolution fiber in a number of the FieldTurf, Duraspine and Prestige fields demonstrates that, in many cases, the fiber is not retaining its tensile strength

or UV stability as required by the 2005, 2006 and 2008 Supply Agreements (collectively, the “Supply Agreements”) and as guaranteed by the 2005, 2006 and 2008 Warranties (collectively, the “Warranties”).

FieldTurf Investigates Nature and Cause of Fiber Failure

96.

With TenCate unwilling to answer its questions about the reasons for Evolution’s premature failure, FieldTurf engaged experts to perform testing of fiber samples from a number of the fields experiencing fiber degradation.

97.

This testing revealed that certain lots of the Evolution fiber supplied to FieldTurf for inclusion in its FieldTurf, Duraspine and Prestige fields exhibited premature and significant signs of both physical and chemical degradation.

98.

This testing further revealed that, where there is premature degradation, it has at least two causes: (1) some portion of the Evolution fiber supplied to FieldTurf from 2005 through the present was created from a cheaper and inferior LLDPE, as opposed the superior, C8-based LLDPE

used to create the original Evolution samples provided to FieldTurf in November 2003; and (2) some portion of the Evolution fiber supplied to FieldTurf from 2005 through the present contained either insufficient loading levels of UV stabilizers, or the wrong types of UV stabilizers, to protect the fibers from deterioration in prolonged exposure to UV radiation.

A. Expert Testing Reveals that Degraded Evolution Fiber Was Made from a C4 Polymer

99.

The LLDPE used to make artificial grass fiber can be one of three types: C8, C6 or C4. The letter-number combinations refer to the number of carbon atoms linked together in the hydrocarbon molecule that forms the polymer. Accordingly, fiber that is made with a “C8” LLDPE contains 8 carbon atoms and 16 hydrogen atoms; by contrast, fiber made with a “C4” LLDPE contains only 4 carbon atoms and 8 hydrogen atoms.

100.

A C8-based LLDPE is stronger than a C4-based LLDPE because the molecules are larger and less volatile. It is common knowledge in the artificial grass industry that a C8-based LLDPE produces the strongest and most resilient artificial grass fibers.

101.

One of the ways in which a C8-based LLDPE is stronger than a C4-based LLDPE is in its thermal stability. The larger, less volatile molecules in a C8-based LLDPE have lower “shrinkage rates” when exposed to heat as compared to smaller, more volatile molecules, which bend and kink under prolonged heat exposure.

102.

Because a C8-based LLDPE produces the most durable and thermal resistant artificial grass fiber, it is also the most expensive. C8-based LLDPE sells for approximately 1.56€/kg. C4-based LLDPE is considerably cheaper, selling for 1.33€/kg. C4-based LLDPE is even less expensive in Saudi Arabia, where it is abundantly available for little or no shipping cost.

103.

Expert testing on degraded Evolution samples confirmed that the fiber from those samples was manufactured from a C4-based LLDPE. Expert testing on degraded Evolutions samples also found very high and inconsistent shrinkage rates, which reflected the poor thermal stability of the fiber.

104.

Upon information and belief, the original Evolution samples provided to FieldTurf in November 2003 were manufactured from the more resilient C8-based LLDPE.

105.

Upon information and belief, at some point unknown to FieldTurf, Mattex and later TenCate began using an inferior LLDPE to manufacture Evolution fiber in order to decrease costs and increase profits.

106.

The shift from a C8-based LLDPE to a cheaper, inferior LLDPE weakened the matrix of the Evolution fiber by, among other things, increasing the fiber's shrinkage rate. This weaker matrix has contributed to the product's premature degradation, especially in high temperature, high UV installations.

B. Expert Testing Reveals that the Degraded Evolution Fiber Contained Inadequate UV Protection

107.

Adequate UV protection is essential to the long-term durability of any artificial grass fiber. Typically, stabilizer packages for polyethylene fibers have three components that protect the fibers from degradation: (1)

primary antioxidants; (2) secondary antioxidants; and (3) UV stabilizers (*i.e.*, hindered amine light stabilizers (“HALS”)) and UV absorbers. HALS are a particularly important aspect of the stabilizer package. Without HALS in a LLDPE fiber matrix, the fiber will not have any protection from the sun’s harmful UV rays. The use of antioxidants alone, without HALS, is inadequate to protect fiber from UV radiation.

108.

Experts performed a number of different tests on degraded Evolution samples, all of which indicated that the samples had inadequate levels of UV protection. In one scenario, experts performed a battery of tests on exposed, degraded fiber from one field and unexposed, “retain” fiber from a second field to determine if there were differences in the UV protection applied to each.² The tests detected no commonly known HALS in the fiber samples from either field. In addition, the tests detected different types and levels of antioxidants in the fiber samples from each field.

² “Retain” or “virgin” fiber is that leftover from the manufacture of a given field and stored or “retained” by FieldTurf.

109.

In a second scenario, experts found varying levels of HALS byproducts in different performing fiber sampled from adjacent areas of a single field. Fiber that had not yet degraded contained three times more HALS byproducts than fiber from the same field that already had degraded. This result indicated that HALS were present in varying quantities in the fiber supplied by TenCate for the field's construction, and explained why fibers from a single field were performing differently under the exact same environmental conditions.

110.

In a third scenario, experts identified the particular type and concentration of HALS present in differently performing fiber from a single field. Experts concluded that the fiber in the tested field contained uncommon HALS and at varying concentrations. Fiber that had not yet degraded contained 10,000 parts per million ("ppm") of the uncommon HALS, while fiber that already had degraded contained 5,000 ppm of the uncommon HALS. A typical HALS concentration is 8,000 to 10,000 ppm. The inadequate HALS concentration found in the degraded fiber explained why it had failed more quickly than other fiber from the same field.

111.

Together, these results prove that at least certain lots of the Evolution fiber contain inadequate UV protection, which is causing those lots to fail long prior to the expiration of the Warranties. The variation in the degradation of fiber samples from the same fields, exposed to the same environmental conditions, is clear evidence of inconsistent fiber quality.

FieldTurf Testing Shows that Degraded Evolution Fiber Exhibits a More than 50% Reduction in Tensile Strength

112.

Under the terms of the 2006 and 2008 Warranties, a product is deemed to have maintained its UV stability if its tensile strength does not decrease by more than 50%. Using a newly developed technique to test degraded fiber samples, FieldTurf has confirmed that degraded Evolution fiber does not meet this standard.

113.

As previously noted, TenCate specified the tensile strength of Evolution fiber at a minimum of 3.6 lbs/ filament. Recent testing of degraded fibers from one failing field revealed an average tensile strength of 0.5 lbs/ filament – a reduction far in excess of 50%.

114.

The test results observed by FieldTurf and its experts, together with the number of fields that are failing, demonstrates that, in many cases, Evolution is chemically and physically degrading and not retaining its tensile strength or UV stability as represented to FieldTurf, as required by the Supply Agreements, and as guaranteed by the Warranties.

FieldTurf Discovers “Streaking” Defect in Certain European Fields Manufactured With Evolution Fiber

115.

In 2009 and 2010, in addition to observing the above-described defects in a number of its FieldTurf, Duraspine and Prestige fields in North America, FieldTurf began to observe a visual “streaking” defect in a number of European fields manufactured with Evolution fiber.

116.

“Streaking” refers to color variation in a field due to different degrees of fiber relaxation. Fiber in one row stands up, while fiber in an adjacent row lies flat. The inconsistent relaxation causes differences in the reflection of light off of the fiber, and results in the field having a “streaked” or “striped” appearance.

117.

The streaking typically manifests in the weeks or months after a field's installation and worsens over time. Certain customers who have experienced the streaking defect have demanded the full replacement of their fields under their FieldTurf Warranties. Some have threatened litigation.

118.

Where a customer experiencing the streaking defect has asserted a warranty claim against FieldTurf, FieldTurf has provided TenCate with prompt notice of such claim.

119.

Indeed, FieldTurf reported the streaking defect to TenCate soon after it began to receive complaints of the problem. In or around February 2009, Ralph Jorissen (Vice President, FieldTurf Tarkett SAS) reported defects observed in several fields in Italy to Mario Muehle (Research and Development Director, TenCate Grass) and Tom Algoet (Sales Manager, TenCate Grass) and invited them to participate in inspections of those fields. Those inspections took place in March 2009.

120.

In or around Summer 2009, Muehle participated in inspections of several Dutch fields with Jorissen and Teun Wouters from CSC Celeen, FieldTurf's distribution and installation partner in the Netherlands. Muehle conducted a second round of field inspections in the Netherlands with Jorissen and Wouters in September 2010. Muehle also has participated in field inspections elsewhere in Europe, including France, Switzerland and Italy.

121.

In November 2010, FieldTurf delivered to Muehle and Algoet a written presentation which, among other things, described in detail the streaking defect observed in six Dutch fields manufactured with Evolution fiber. In the presentation, FieldTurf requested a meeting with TenCate to discuss the causes of the defect and the corrective measures that could be taken by TenCate. FieldTurf also advised Muehle and Algoet of recent complaints of streaking received from customers in France.

122.

In February 2011, Jorissen sent Muehle and Algoet an e-mail following up on his request for a meeting to discuss the extent of the

streaking problem and emphasizing the need to resolve the issue quickly in order to avoid litigation by a number of FieldTurf customers. Jorissen received no response to this e-mail.

123.

TenCate has failed to take any steps to replace or repair the defective fiber in any of the fields that it has inspected and/or for which it has received notice of a warranty claim.

124.

The streaking observed in European fields manufactured with Evolution fiber demonstrates that, in many cases, the fiber is not free from visual defects and defects in materials and workmanship, as required by the 2008 Warranty.

125.

The failure of Evolution to perform for the time periods set forth in the Warranties has subjected FieldTurf to considerable exposure under the FieldTurf Warranties of the same duration. FieldTurf already has spent approximately \$4 million performing replacements and repairs of FieldTurf, Duraspine and Prestige fields under the terms of its warranties and faces pending and future claims of tens of millions of dollars.

126.

In addition, the failure of a number of Durapsine and Prestige fields has caused significant damage to FieldTurf's reputation. Numerous customers have expressed disappointment and anger over the discovery that their fields are failing prematurely, and some have threatened litigation. FieldTurf risks losing the business of these customers, as well as overall damage to its reputation, unless it performs repairs and replacements which, to the extent they are necessary, are the direct result of the defects in the Evolution fiber supplied by Mattex and TenCate.

TenCate Wrongfully Terminates the 2008 Supply Agreement

127.

In November 2010, FieldTurf advised TenCate of its intention to assert claims arising from its supply of defective fiber and, in an effort to avoid litigation, initiated settlement discussions with TenCate.

128.

The parties scheduled a settlement meeting for January 12, 2011 in Atlanta, Georgia. In advance of that date, FieldTurf provided TenCate with specific information concerning the fields exhibiting

premature fiber degradation and with a summary of the test results that it had conducted on degraded fiber samples.

129.

The parties were forced to postpone the settlement meeting due to extreme weather conditions in Atlanta and along the East Coast. FieldTurf made repeated efforts to reschedule the meeting, but those efforts were ignored by TenCate which, having requested and received substantial information concerning field failures and the results of FieldTurf's testing and analysis, advised FieldTurf that it no longer wished to meet.

130.

On February 18, 2011, TenCate notified FieldTurf of its intention to terminate the 2008 Supply Agreement on March 2, 2011, due to purported breaches of the Agreement by FieldTurf. TenCate further notified FieldTurf that it would not supply it with any fiber after the purported termination date.

**TenCate's Refusal to Fill Existing
Orders Will Irreparably Harm FieldTurf**

131.

As previously noted, Section II.C of the 2008 Supply Agreement specifically provides: "Termination of this Agreement at any

time for whatever reason shall not affect any performance obligation accruing or arising before or as a result of such termination.”

132.

On February 24, 2011, in accordance with Section II.C of the Supply Agreement, FieldTurf requested commercially reasonable assurances that TenCate honor orders for fiber placed prior to the purported March 2, 2011 termination date. The orders that FieldTurf demanded that TenCate honor are not for Evolution fiber, but for other products which TenCate is obligated to supply to FieldTurf – as its sole source supplier – under the 2008 Supply Agreement and which, to FieldTurf’s knowledge, are not defective. The products that are the subject of the unfilled orders include Evolution Plus, XP Pro, other unique products that FieldTurf uses to complete landscaping projects and golf courses, and the fabric backing into which the artificial grass products are tufted (collectively, the “TenCate Products” or “Products”).

133.

Since approximately August 2011, FieldTurf has reported its needs for the TenCate Products in weekly forecast reports, which were discussed in detail during weekly (and sometimes biweekly or daily)

conference calls with TenCate. Under the 2008 Supply Agreement, TenCate is required to supply FieldTurf for up to six months and no less than two months of its forecasted needs.

134.

Upon information and belief, since approximately August 2010, TenCate has experienced significant delays in its manufacturing of certain products, including XP Pro. Many of FieldTurf's unfilled orders are for TenCate Products that it has needed for specific projects since that time.

135.

TenCate has failed to give FieldTurf the requested assurances that it will fill pre-existing orders for the TenCate Products.

136.

The pending but unfilled orders from FieldTurf's manufacturing plant in Auchel, France include the following:

Product	Quantity	Color	Purchase Order No.
XP Pro	106,400 kg	Multiple colors	4500088789
Evolution Plus	100,000 kg	Field green/ Olive green	4500090037

137.

The pending but unfilled orders placed from FieldTurf's manufacturing plant in Calhoun, Georgia include the following:

Product	Quantity	Color	Purchase Order No.
XP Pro	1,323,000 lbs	Multiple colors	47501, 47502, 47731, 47730, 47732
LSR 10050	60,000 lbs	Field green	47823
F7600	100,000 lbs	Putting green	47823
Backing	181,390 yards	Black	47677

138.

FieldTurf needs the TenCate Products that are the subject of the unfilled orders to meet its obligations to customers under at least 19 contracts and/or letters of intent in North America and a number of other contracts in Europe. Among them is a contract for the construction of three multi-sport use fields for use by the University of Pennsylvania ("Penn"). These fields are part of the Penn Park project, which is a \$30 million effort to develop a 24-acre parcel of land that will connect Penn to the City of Philadelphia. The Penn Park contract specifies that the recreational area must be built with XP Pro.

139.

No readily available alternates for the TenCate Products currently exist in the market place. Evolution Plus, XP Pro and the other artificial grass products supplied by TenCate are unique products that FieldTurf cannot obtain from alternate fiber suppliers. Indeed, Evolution Plus is a product manufactured by TenCate *exclusively* for FieldTurf. With respect to the fabric backing, though there are alternative suppliers in the market, there are none that are currently able to supply FieldTurf with backing of sufficient quantity and quality to meet its needs, which are substantial.

140.

If TenCate refuses to supply the TenCate Products to FieldTurf, FieldTurf will be unable to satisfy its obligations to customers who already have contracted for fields manufactured with the Products. These customers could commence legal proceedings against FieldTurf, refuse to do business with FieldTurf in the future and report FieldTurf's default to potential future customers causing irreparable damage to FieldTurf's business and reputation.

141.

A refusal by TenCate to fill FieldTurf's existing orders for the TenCate Products therefore will cause FieldTurf irreparable damage to its business and reputation in the marketplace.

142.

Money damages are inadequate to compensate FieldTurf for the damage to its goodwill and reputation that will result from TenCate's breach of contract.

143.

Section XIV.H of the 2008 Supply Agreement recognizes the irreparable injury that will be occasioned by TenCate's misconduct and specifically authorizes the award of a preliminary and/or permanent injunction to compel TenCate's specific performance of its contractual obligations to FieldTurf. Specifically, Section XIV.H provides:

The parties acknowledge and agree that irreparable injury will result from a breach of any provision of this Agreement, and money damages will be inadequate to fully remedy the injury. Accordingly, in the event of a breach or a threatened breach of one or more of the provisions of this Agreement, either party (in addition to any other remedies which may be available to it) shall be entitled to one or more preliminary or permanent injunctions ... compelling the

performance of any obligation which, if not performed, would constitute a breach.

FIRST CLAIM FOR RELIEF
(FRAUDULENT INDUCEMENT)
(Against TenCate Middle East)

144.

FieldTurf repeats and realleges, as if set forth fully herein, the allegations of all of paragraphs 1-5 and 10-126 of this complaint.

145.

Mattex, and later TenCate Middle East, knowingly and intentionally misrepresented the quality of Evolution fiber to FieldTurf in order to induce FieldTurf into executing the 2005 and 2006 Supply Agreements.

146.

As set forth more fully above, Mattex provided FieldTurf with Evolution samples created from a C8-based LLDPE and falsely assured Field Turf that the fiber it would supply under a contract with FieldTurf would be of the same chemical composition and quality as the fiber contained in the samples. These representations were false when made, and designed to and did induce FieldTurf into entering into contracts with Mattex.

147.

In addition, Mattex provided FieldTurf with test results that purported to reflect the excellent wear resistance and UV stability of Evolution fiber. Upon information and belief, these tests were performed on Evolution samples created from a C8-based LLDPE, and were designed to and did induce FieldTurf into entering into a contract with Mattex.

148.

FieldTurf executed the 2005 and 2006 Supply Agreements with Mattex in reliance on Mattex's false representations that the fiber it was supplying was of the same chemical composition and quality as the fiber contained in the original product samples that it had received and tested, and in further reliance on Mattex's representations concerning the fiber's wear resistance and UV stability.

149.

Upon information and belief, at some point unknown to FieldTurf, Mattex switched the formula that it used to create Evolution from a C8-based LLDPE to a cheaper and inferior LLDPE. Upon information and belief, Mattex also made changes to Evolution's manufacturing process. At some point also unknown to FieldTurf, Mattex stopped adding the UV

stabilizers necessary for UV protection to the Evolution polymer matrix. Mattex knew or should have known that these material changes rendered Evolution fiber less durable and unable to withstand prolonged UV exposure.

150.

At no time did Mattex disclose these material changes to the Evolution product to FieldTurf. Rather, Mattex intentionally concealed these changes for the purpose of encouraging FieldTurf to enter into the 2005 and 2006 Supply Agreements.

151.

Had FieldTurf known that the Evolution fiber that Mattex intended to provide under the 2005 and 2006 Supply Agreements would be inferior to the Evolution product samples it originally had received and tested, it would not have entered into the agreements and would not have manufactured its fields with the defective fiber that it received under such agreements.

152.

FieldTurf has sustained damages in an amount to be determined at trial but believed to be in excess of \$30 million as a direct and proximate consequence of Mattex's misrepresentations and omissions.

SECOND CLAIM FOR RELIEF
(BREACH OF CONTRACT)
(Against All Defendants)

153.

FieldTurf repeats and realleges, as if set forth fully herein, the allegations of paragraphs 1 through 143 of this complaint.

154.

The Supply Agreements imposed upon Mattex and TenCate a duty of good faith in performance.

155.

The Supply Agreements further obligated Mattex and TenCate to supply FieldTurf with Evolution fiber that maintained its UV stability and tensile strength, as set forth in product specifications.

156.

TenCate specified the tensile strength of Evolution fiber at a minimum of 3.6 lbs/ filament, and provided that the fiber would be deemed

to have maintained its UV stability if it retained 50% of its tensile strength during the applicable warranty period.

157.

Mattex and TenCate breached the Supply Agreements and the duty of good faith in performance contained therein by supplying FieldTurf with defective Evolution fiber that has not maintained its UV stability and tensile strength, as evidenced both by the failure of certain fields manufactured with Evolution fiber and the results of testing that FieldTurf and its experts have performed on fiber from those failing fields.

158.

TenCate has further breached the 2008 Supply Agreement by wrongfully terminating the Agreement and refusing to fill FieldTurf's pending orders for the TenCate Products in light of such termination.

159.

As a direct and proximate consequence of these breaches, FieldTurf has sustained damages in an amount to be determined at trial but in all events in excess of \$30 million.

THIRD CLAIM FOR RELIEF
(BREACH OF EXPRESS WARRANTY)
(Against All Defendants)

160.

FieldTurf repeats and realleges, as if set forth fully herein, the allegations of paragraphs 1-5 and 11-126 of this complaint.

161.

The Warranties guaranteed that the Evolution fiber supplied to FieldTurf would maintain its UV stability and tensile strength for a period of six to nine years, depending on the geographic location of the installation. The 2008 Warranty further guaranteed that the Evolution fiber supplied to FieldTurf would be free from visual defects and defects in materials and workmanship.

162.

The 2006 and 2008 Warranties indicate that a product will be deemed to have maintained its UV stability and tensile strength if the original tensile strength of the product does not decrease by more than 50% during the warranty period.

163.

Mattex and TenCate breached the Warranties by supplying FieldTurf with defective Evolution fiber that has not maintained its UV stability and tensile strength, as evidenced both by the failure of certain fields manufactured with Evolution fiber and the results of testing that FieldTurf and its experts have performed on fiber from those failing fields.

164.

TenCate further breached the 2008 Warranty by supplying FieldTurf with Evolution fiber that has exhibited visual defects which, upon information and belief, are the result of defects in TenCate's manufacturing process.

165.

As a direct and proximate consequence of these breaches, FieldTurf has sustained damages in an amount to be determined at trial but in all events in excess of \$30 million.

COUNT FOUR
(BREACH OF IMPLIED WARRANTIES)
(Against TenCate Middle East)

166.

FieldTurf repeats and realleges, as if set forth fully herein, the allegations of paragraphs 1-5 and 11-126 of this complaint.

167.

The 2005 Supply Agreement implicitly warranted that the Evolution fiber supplied to FieldTurf would be merchantable in that, among other things, it would (a) be fit for the ordinary purpose for which artificial fiber is used; and (b) be of even kind and quality, within variations permitted by the Agreement.

168.

The 2005 Supply Agreement further implicitly warranted that the Evolution fiber supplied to FieldTurf would be fit for a particular purpose, namely the construction of artificial turf fields.

169.

The 2005 Warranty does not disclaim either of these implied warranties.

170.

Mattex breached the implied warranties by supplying FieldTurf with defective Evolution fiber that has not maintained its UV stability and tensile strength, as evidenced both by the failure of certain fields manufactured with Evolution fiber and the results of testing that FieldTurf and its experts have performed on fiber from those failing fields.

171.

As a direct and proximate consequence of these breaches, FieldTurf has sustained damages in an amount to be determined at trial but in all events in excess of \$30 million.

COUNT FIVE
(BAD FAITH)
(Against TenCate Middle East)

172.

FieldTurf repeats and realleges, as if set forth fully herein, the allegations of paragraphs 1 through 143 of this complaint.

173.

Mattex and TenCate Middle East acted in bad faith in making the 2005 and 2006 Supply Agreements and issuing the Warranties for a

product that they knew to be defective, causing FieldTurf unnecessary trouble and expense.

174.

Accordingly, FieldTurf is entitled to recover all attorney's fees and expenses incurred in bringing and prosecuting this action pursuant to O.C.G.A. § 13-6-11.

COUNT SIX
(PRELIMINARY AND PERMANENT INJUNCTION)
(Against All Defendants)

175.

FieldTurf repeats and realleges, as if set forth fully herein, the allegations of paragraphs 1 through 143 of this complaint.

176.

FieldTurf will suffer immediate and irreparable harm if TenCate is not directed to fill the orders for TenCate Products that were placed by FieldTurf in advance of the termination of the 2008 Supply Agreement.

177.

FieldTurf seeks a preliminary and permanent injunction compelling TenCate to fill all orders for the TenCate Products.

CONCLUSION

WHEREFORE, FieldTurf demands a judgment from this Court awarding:

- (a) Compensatory damages in an amount to be determined at trial but believed to be in excess of \$30 million;
- (b) On Count 1, punitive damages in an amount to be determined at trial;
- (c) On Count 5, the attorney's fees and costs incurred in prosecuting this action;
- (d) On Count 6, compelling TenCate to fill all orders for XP products placed prior to the Supply Agreement's improper termination on March 2, 2011;
- (e) Interest on any award at the maximum allowable rate; and
- (f) Such other or further relief as this Court deems just and proper.

JURY DEMAND

FieldTurf further demands a trial by jury of all claims set forth in this complaint that are so triable.

Dated: Atlanta, Georgia
March 1, 2011

Respectfully submitted,

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Attorneys for Plaintiffs

Exhibit A



Date: 10 September 2005
Ref: 033/LR/2005

To: **Fieldturf –Tarkett Group of Companies**
Mr. John Gilman
Montreal
Canada

From: **Mattex Leisure Industries**
Jeroen Van Balen
Managing Director
Dubai, UAE

Dear John,

Thanks for your proposal and for confidence in MLI.

We are proceeding to send small trial in twisted American product to Derek in Dalton.

We herewith fax you the agreement signed by us. We have made virtual change under 12, as we like to understand that changes in delivery schedule will not affect the total minimum.

Upon reception per fax of agreement signed by yourself we will tell all prospects for Evolution yarn of immediately and definitely, hopefully you will allow us to do so by Monday 12.

We have been indicated a 3 month delivery for investment in twisting, which would in best case enable us to start production after 4 months. We are currently doing trials, and may be able to send smaller quantities using current equipment. Obviously we can send same product in wrapped version immediately.

For our production it is eminent that we purchase raw material and plan production for November/December period. For that reason we hope we may discuss with France on logistics and other details, so we may have that confirmed. Please inform us when you expect this to be ok.

Looking forward to your message!

Best regards,

Jeroen A. van Balen
Managing Director

A handwritten signature in black ink, appearing to be "Jeroen A. van Balen", written over a white background.



Date: 10 September 2005
Ref: 032/LR/2005

Agreement between

Mattex Leisure Industries Dubai
Jeroen A. van Balen
Dubai
UAE
Fax: +971 4 321 71 74

And

Fieldturf –Tarkett Group of Companies
Mr. John Gilman
Montreal
Canada
Telefax +15143409374

This contract is established to agree supply of MLI artificial grass fibers to Fieldturf USA and Tarkett in France, and eventual new legal entities to be established after the creation of new group involving Tarkett and Fieldturf.

1. The contract covers the period between 1/10/2005 and 31/12/2006
2. MLI will supply a quantity of minimum 5 million kg of monofilament grass fibers to Tarkett in France and Fieldturf in USA. The delivery schedule will be reviewed before shipment to allow for placement of fibers into either the Fieldturf product or the Prestige product.
3. MLI will supply a quantity of minimum 1 million kg of so called slit tape fibers to Tarkett in France
4. Prices during period will be
 - a. USD 3.50 for kg monofilament products to North America
 - b. USD 3.60 per kg for monofilament products in Europe
 - c. USD 3.65 per kg for tape slit fibers to Europe
 - d. Prices for white as a. through c., prices for other colors USD 4.= per kg.
5. Payment terms will be 180 days net for shipments between 1/10/2005 and 31/3/2006 for North America and Europe, and 90 days net for period between 1/4/2006 and 30/9/2006, and 180 days net for period between 1/10/2006 and 31/12/2006
6. Monofilament products (Evolution 3GS, Mono Slide, and any combination of both) as well as Tape products (Tape Slide), will be as to current specification sheets by Mattex, with exception of changes to be pursued by MLI as described under 7.. Tarkett and Fieldturf have tested MLI products in 2005.

FAXED
10 SEP 2005



7. MLI will ensure a thermal shrinkage of the wrapping fiber of at least 20% in all shipments from 1/10/2005 onwards
8. MLI will supply monofilaments to North America, in a so called 'twisted' finish, replacing the current 'wrapped' finishing, as soon as possible after signing of this contract, and after written notice by Fieldturf-Tarkett indicating their intent for this change to be pursued by MLI. Fieldturf-Tarkett would like to see this change prior to the end of 2005.
9. Tarkett and Fieldturf will provide all assistance to MLI for MLI to be able to factor commercial invoices at MLI's bank, such as providing financial information on themselves to MLI, and bank guarantee for outstanding amounts.
10. MLI will ensure sufficient capacity to meet Tarkett-Fieldturf demand as in Appendix on delivery schedule, and warrant supply of total volumes ex Dubai latest August 2005 ex Dubai
11. Tarkett and Fieldturf acknowledge that this agreement will bind themselves as well as new entities to be established within new Fieldturf-Tarkett group
12. Delivery schedule as in Appendix I is to be considered as a fixed minimum order for MLI, but is subject to some adjustment.
13. Tarkett will be supplied with Evolution 3GS, 6 ply, two color, as described in Appendix II, or to be changed between parties at mutual consent
14. Fieldturf will purchase combination yarn as described in Appendix III, consisting of 4 ends of Evolution filaments and 4 ends of flat Mono Slide filaments in a single color, or to be changed into other product upon mutual consent
15. MLI will have local stocks of limited quantities in Europe for urgent quick deliveries in special colors and limited volumes of standard product.
16. MLI grant full exclusivity on EVOLUTION 3GS and any product containing EVOLUTION 3GS filaments to Tarkett and Fieldturf for until 31/12/2006 and will extend this exclusivity further in case this contract is renewed.
17. Tarkett and Fieldturf may use EVOLUTION 3GS tradename in case they wish for all commercial use
18. A separate warranty by MLI will be drawn up, reflecting excellent wear properties and UV stability.
19. MLI shall provide full color range in the monofilament products to North America with forecast to follow from Fieldturf USA.
20. September 2005 balance in unpaid invoices by Fieldturf will be settled latest 180 days after date of invoice.
21. This agreement for global Fieldturf-Tarkett fiber commitment will stay confidential between MLI and Fieldturf USA's head office in Montreal, Canada until notice is given by John Gilman

Jeroen A. van Balen

John Gilman

Date: 1/0/05 12:57



Appendix I

Delivery schedule

Minimum quantities to be shipped ex MLI

Month	Monofilaments France	Monofilaments USA	Tapes France
November 2005	200	50	50
December 2005	200	50	50
January 2006	200	50	50
February 2006	100	150	50
March 2006	250	150	50
April 2006	250	150	50
May 2006	300	150	50
June 2006	300	150	50
July 2006	300	50	50
August 2006	150	50	50
September 2006	50		50
October 2006			50
November 2006			
December 2006			
Total	2300	1000	600
Volumes to be specified	550	1000	400
Total order	3000	2000	1000



Appendix II

Fieldturf-Tarkett product for supply to France (Prestige range)

Product name: Evolution 3GS
Raw material: PE and additives
Weight: 6 x 1500 dtex -- zero % plus 10%
Plus 2 x 400 dtex CF wrapping
Total dtex 9800
Color 3 ends fieldgreen and 3 ends olive green, black CF
wrapping fiber

Technical data sheet Evolution 3GS available



Appendix III

Fieldturf-Tarkett North America product

4 ends Evolution 3GS, 4 ends flat Mono slide

Total dtex 12000

Color fieldgreen

Technical data sheet to be established

Exhibit B

MATTEX LEISURE INDUSTRIES WARRANTY

1. **PRODUCT**

MATTEX grass yarns for sport fields.

2. **APPLICATION**

Synthetic grass yarn to be used for sport fields only and exclusive of steps, landings, pass and entrances.

3. **WEATHERING PERFORMANCE**

KL ANGLELY	WATT/M2	GUARANTEE <small>Evolution 3GS TM</small>	GUARANTEE <small>PE fibrillated tape fiber</small>
0-100	0-150	9 Years	8 Years
101-140	151-185	8 Years	7 Years
141-160	186-200	7 Years	6 Years
161 and up	200 and higher	6 Years	5 Years

The duration of the Mattex Leisure Industries guarantees is dependent on the final application and the global location of the installation per the Ciba Klanglely chart attached.

4. **CONDITIONS**

This guarantee is subject to inter alia the following conditions:

- a) The synthetic grass surface must be professionally installed, using good quality products which meet industry standards. This guarantee does not cover the cost of removal and re-installation, it will however cover any and all disposal expenses of the failed surface.
- b) The sport field shall be used for the purpose for which it was intended.
- c) The sport field surface must be maintained in accordance with industry standards.
- d) The sport field surface must be laid in areas below 1,500 meters (5,000 ft.) above sea level.
- e) The sport field surface must not be abused, either mechanically, chemically or otherwise.
- f) Where excessive use of the sport surface takes place, this yarn guarantee shall not apply.

- g) In case of any in-fill material being used, this must be of good quality, with a Sulphur content not to exceed industry standards. Any allegations of fiber/yarn damage due to excessive Sulphur content shall be proved by and through scientific evaluation.

5. **COMPENSATION**

Mattex Leisure Industries' commitment to this guarantee will not exceed the invoice value of the grass yarn supplied, unless otherwise specified above.

Exhibit C



Date: November 29, 2006
Our Ref: 0011/CP/06

Agreement between

Mattex Leisure Industries Dubai
Jeroen A. van Balen
Dubai
UAE

And

Fieldturf-Tarkett
Mr. John Gilman
Montreal
Canada
Telefax +15143409374

This contract is established to agree supply of MLI artificial grass fibers to Fieldturf-Tarkett in France and North America.

1. The contract covers the period between 1/12/06 and 31/12/2007.
2. MLI will supply a quantity of approximately 6 million kg of monofilament grass fibers to Fieldturf-Tarkett in France and Fieldturf-Tarkett in USA. The delivery schedule will be reviewed before shipment to allow for placement of fibers into either the Fieldturf product or the Prestige product.
3. Prices during period 1/12/06-28/02/07 will be
 - a. USD 3.65 for kg monofilament products to North America
 - b. USD 3.75 per kg for monofilament products in Europe
 - c. USD 3.35 per kg for tape slit fibers to Europe
 - d. Prices for white as a. through c., prices for other colors USD 4.10 per kg.
4. Prices during period 01/03/07-31/12/07 will be
 - a. USD 3.85 for kg monofilament products to North America
 - b. USD 3.90 per kg for monofilament products in Europe
 - c. USD 3.35 per kg for tape slit fibers to Europe
 - d. Prices for white as a. through c., prices for other colors USD 4.35 per kg.

A handwritten signature in black ink, appearing to be "J. Gilman", is located in the bottom right corner of the page.



5. Payment terms will be 180 days net for shipments between 1/12/2006 and 31/3/2007 for North America and Europe, and 90 days net for period between 1/4/2007 and 30/9/2007, and 180 days net for period between 1/10/2007 and 31/12/2007.
6. Monofilament products (Evolution 3GS, Mono Slide, and any combination of both) as well as Tape products (Tape Slide), will be as to current specification sheets by Mattex.
7. MLI will ensure sufficient capacity to meet Fieldturf-Tarkett demand as in Appendix I on delivery schedule.
8. Delivery schedule as in Appendix I is to be considered as a fixed minimum order for MLI, but is subject to some adjustment upon mutual agreement.
9. MLI grant full exclusivity on EVOLUTION 3GS and any product containing EVOLUTION 3GS filaments to Fieldturf-Tarkett for until 31/12/2007 and will extend this exclusivity further in case this contract is renewed.
10. Fieldturf-Tarkett may use EVOLUTION 3GS trade name in case they wish for all commercial use.
11. MLI Limited Warranty Version 1- June 2006 for Fieldturf-Tarkett shall apply as an integral part of this contract.
12. MLI shall provide full color range in the monofilament products to North America in first months of 2007, upon timely reception of volume details per color.
13. This agreement for global Fieldturf-Tarkett fiber commitment will stay confidential between MLI and Fieldturf USA's head office in Montreal, Canada until notice is given by Mr. John Gilman.

Appendix I VOLUMES TO BE CHECKED BY JENNIFER

Proposed Delivery Schedule

Minimum quantities to be shipped ex MLI
Volume (in tons)

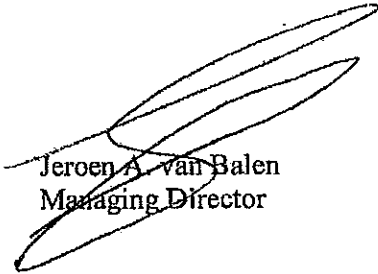
Month	Evolution 3GS (OG/FG)	Evolution 3GS (FG)
	France	USA
November 2006	200	250
December 2006	200	250
January 2007	150	200
February 2007	250	250



March 2007	250	300
April 2007	250	300
May 2007	250	300
June 2007	300	250
July 2007	300	200
August 2007	250	200
September 2007	250	150
October 2007	150	150
November 2007	100	100
December 2007	100	100
Total	3,000	3,000

Mattex Leisure Industries Dubai

Fieldturf-Tarkett Group of Companies



Jeroen A. van Balen
Managing Director

John Gilman
Chief Executive Officer

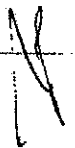


Exhibit D



Mattex Leisure Industries Limited Warranty

Version 1 - June 2006

For: FIELDTURF TARKETT - Montreal, Canada

1. Products covered by Warranty.

Mattex Leisure Industries ("Mattex") warrants to the original purchaser (the "Purchaser") that Mattex's grass yarns ("Products") are free from defects in material and workmanship under normal use and that the Products will maintain their strength for the period commencing upon the date of purchase and continuing for the periods specified for each of the Products specified in the radiation map enclosed to this Warranty as Exhibit 1. Tensile strength shall be deemed maintained if the Products' tensile strength does not decrease by more than fifty (50) percent resilience or ability to stand straight is not included in this warranty.

The limited warranty assumes fields are used for a normal number of hours, where normal is to be understood as maximum of 1250 hours per year.

2. Extent of Warranty.

This Limited Warranty is conditioned upon proper use of the Products by Purchaser. This Limited Warranty does not cover damage to the Products caused by:

- a- Burns, cuts, accidents, vandalism, abuse, negligence or neglect;
- b- Exposure to chemical, thermal or mechanical stress beyond designed use.
- c- Improper design, installation and maintenance of the grass carpet system of which the Products are part, including but not limited to infill and sub base.
- d- Failure to use proper infill grade and level according to FIFA accredited test institutes such as ISA on Labosport.
- e- Using the Products for a purpose other than for which the Products were designed.
- f- Use of sports equipment or footwear that are not designed for use on the Products.
- g- Use of cleaning methods, solvents, chemicals, tools or devices that are not approved by Mattex for use on the Products.
- h- Acts of God or any condition or occurrence that is beyond Mattex's control.
- i- Any alteration of the Products that is not approved by Mattex.

This Limited Warranty shall not cover normal wear and tear or normal aging of the Products. Mattex shall not be responsible for any Warranty issued by the Purchaser to any other person or entity.

A handwritten signature in black ink, consisting of stylized initials, located in the bottom right corner of the page.



3. Technical Manual

Mattex has issued a Technical Manual for Purchaser's guidance in the proper use of the Products. Nothing contained in the Technical Manual shall be construed to create an express or implied warranty or representation of any kind whatsoever with respect to the Products.

LIMITATION OF REMEDY AND LIABILITY: THE REMEDIES SPECIFIED IN THIS LIMITED WARRANTY SHALL BE THE SOLE MEANS OF REDRESS FOR THE PURCHASER WITH RESPECT TO ANY CLAIM ARISING OUT OF PURCHASER'S PURCHASE OF THE PRODUCTS. IN NO EVENT, REGARDLESS OF THE FORM OF THE CLAIM OR CAUSE OF ACTION (WHETHER BASED IN CONTRACT, NEGLIGENCE, STRICT LIABILITY, OTHER TORT, MISREPRESENTATION OR OTHERWISE), SHALL MATTEX'S LIABILITY TO PURCHASER AND/OR ITS CUSTOMERS FOR DIRECT LOSSES, COSTS, DAMAGES, EXPENSES OR OTHER LIABILITIES ARISING OUT OF OR CONNECTED WITH THIS LIMITED WARRANTY EXCEED THE ORIGINAL PURCHASE PRICE OF THE PRODUCTS.

IN NO EVENT SHALL MATTEX'S LIABILITY TO THE PURCHASER OR ANY OTHER PARTY EXTEND TO INCLUDE SPECIAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR ANY LOSS OF ANTICIPATED PROFITS, LOSS OF USE, LOSS OF REVENUE AND COST OF CAPITAL.

THIS LIMITED WARRANTY DOES NOT EXTEND TO ANY LOSSES OR DAMAGES DUE TO MISUSE, ACCIDENT, ABUSE, NEGLIGENCE, WEAR AND TEAR, NEGLIGENCE, UNAUTHORIZED MODIFICATIONS OR ALTERATION, USE BEYOND RATED CAPACITY, OR IMPROPER INSTALLATION, MAINTENANCE OR APPLICATION. MATTEX WILL NOT BE LIABLE FOR ANY CLAIM BROUGHT AGAINST THE PURCHASER BY ANY OTHER PARTY. THIS LIMITED WARRANTY SHALL NOT EXTEND TO ANYONE OTHER THAN THE ORIGINAL PURCHASER OF THE PRODUCTS AND THE PURCHASER SHALL INDEMNIFY AND HOLD MATTEX HARMLESS AGAINST ANY CLAIMS AGAINST MATTEX IN RESPECT OF THE PRODUCTS BY ANY THIRD PARTY.

4. NO OTHER WARRANTIES

THIS LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY FOR THE PRODUCTS AND REPLACES ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, WRITTEN OR VERBAL. SAVE AS PROVIDED IN THIS WARRANTY OR AS EXPRESSLY PROVIDED BY APPLICABLE LAW, MATTEX DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR PARTICULAR PURPOSE, OR ANY OTHER MATTER WITH RESPECT TO ANY OF THE PRODUCTS.

A handwritten signature in black ink, consisting of a stylized, cursive 'M' followed by a vertical line.



5. Notification of claims

Written notice of a defect in a Product under this Limited Warranty must be received by Mattex by not later than thirty (30) days after discovery of the defect together with acceptable proof of the defect. If Purchaser notifies Mattex in writing within thirty (30) days after Purchaser's discovery of any warranty defects within the warranty period, Mattex shall, at its option, repair, correct or replace F.O.B. point of manufacture, or refund the purchase price for, that portion of the Products found by Mattex to be defective. Failure by Purchaser to give such written notice within the applicable time period shall be deemed an absolute and unconditional waiver of Purchaser's claim for such defects. The Products repaired or replaced during the warranty period shall be covered by the foregoing warranties for the remainder of the original warranty period or ninety (90) days from the date of shipment, whichever is longer.

6. Severability

If any portion of this Limited Warranty is held illegal, invalid, or unenforceable by a court of competent jurisdiction, the remaining provisions of this Limited Warranty shall not be affected or impaired.

7. Entire Agreement

This Warranty, together with Mattex's contract of sale, represents the entire agreement of the parties and supersedes any prior or contemporaneous agreements with respect to the Products or this Limited Warranty. In entering into this Warranty and Mattex's contract of sale, the Purchaser does not rely on any pre-contractual statement, undertaking, promise, assurance, representation, warranty or understanding (whether in writing or not) of any person (whether party to this agreement or not) relating to the subject matter of this agreement other than as expressly set out in this Warranty. The parties agree that the Purchaser shall have no right of action against the Seller in respect of any pre-contractual statement, other than for breach of contract under the terms of this Warranty.

8. Assignment

The Purchaser may not transfer, convey or otherwise assign all or any of its rights under this Limited Warranty without the prior written consent of Mattex, and any assignment of rights made without the prior written consent of Mattex shall be null and void.

9. Waiver

No delay, waiver, omission or forbearance on the part of Mattex to exercise any right, option, duty or power arising out of any breach or default by the Purchaser under any of the terms, provisions, covenants, or conditions hereof, shall constitute a waiver by Mattex to enforce any such right, option, duty or power as against the Purchaser, or as to any subsequent breach or default by the Purchaser.

NP



10. Rights of Third Parties

The parties to this Warranty do not intend that any term of the Warranty shall be enforceable by any person that is not a party to it.

11. Governing Law

This warranty and the rights and obligations of the parties under this warranty shall be governed by the Laws of the United Arab Emirates, without regard to its conflict of laws principles. Sales of Products by Mattex to Purchaser shall not be subject to the United Nations Convention on the International Sale of Goods.

Jeroen A. van Balen
Managing Director

.....
for FIELDTURF TARKETT
Canada

Date: 10.10.2016

Date: / / / / /



EXHIBIT 1

The duration of Mattex's Warranty depends on the final application of the Products and the location of the installation as per the Ciba Klangley chart as per the schedule below, where the surface should not be installed in areas above 1500 m or 5000 ft above sea level:

Klangley	Watt/m2	Mono Slide	PP Grass Fibrillated PP fiber	PE fibrillated tape fiber	Evolution 3GS
0-100	0-150	9 years	6	8 years	10
101-140	151-185	8 years	5	7 years	9
141-160	186-200	7 years	4	6 years	8
161 and up	200 and higher	6 years	2	5 years	6

Handwritten mark

Exhibit E



Date: 04 April 2007
Our Ref: 0011/CP/06/R1

To: Mr. John Gilman
Fieldturf – Tarkett Group of Companies
Montreal, Canada

From: Mr. Jeroen van Balen
Ten Cate Thiolon Middle East LLC
Dubai, United Arab Emirates

Subject: 2007 Contract Amendment

Dear Mr. John Gilman

As per the new agreement the following prices shall apply:

1. Prices during period 01/04/07 – 30/06/07 will be
 - a. USD 3.73 per kg monofilament products in North America
 - b. USD 3.84 per kg monofilament products in Europe

2. Prices during period 01/07/07 – 31/12/07 will be
 - a. USD 3.85 per kg monofilament products in North America
 - b. USD 3.95 per kg monofilament products in Europe

This letter shall serve as an Appendix to the existing 2007 Agreement between Mattex Leisure Industries and Fieldturf – Tarkett dated 29th of November 2006.

Ten Cate Thiolon Middle East LLC


Jeroen A. van Balen
Managing Director

Fieldturf Tarkett Group of Companies

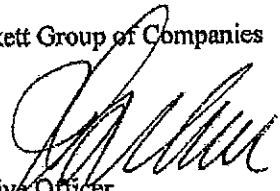

John Gilman
Chief Executive Officer

Exhibit F



Date: 11 April 2007
Our Ref: 0011/CP/06/R2

To: Mr. John Gilman
Fieldturf – Tarkett Group of Companies
Montreal, Canada

From: Mr. Jeroen van Balen
Ten Cate Thiolon Middle East LLC
Dubai, United Arab Emirates

Subject: 2007 Price & Supply Confirmation

Dear Mr. John Gilman

This letter is to confirm the price of 3.95 USD per kg. monofilament products to Fieldturf-Tarkett Europe starting the 1st Jul 2007 up to 31st of Dec 2007.

Please disregard the price of 3.90 USD/kg for monofilaments to Europe as stated on our 2007 Contract dated 29th of Nov. 2007 (Ref: 0011/CP/06) as this is a typographical error.

The rest of the agreed price amendment on the previously sent Appendix to the existing 2007 Agreement dated 04 April 2007 (Ref:0011/CP/06/R1) shall remain the same.

We also confirm the estimated total volume of 12 million lbs. of monofilament that has been proposed by Fieldturf-Tarkett in the email to Luc Blommaert on the 22nd of Nov 2006 to supply for both Europe and North America.

Lastly, may we ask you to sign this letter upon your approval to above mentioned additional terms and conditions?

Sincere regards,

Ten Cate Thiolon Middle East LLC


Jeroen van Balen
Managing Director

Fieldturf/Tarkett Group of Companies



John Gilman
Chief Executive Officer

Exhibit G

SUPPLY AGREEMENT

THIS SUPPLY AGREEMENT ("Agreement") is made as of July 1, 2008 (the "Effective Date"), by and between TenCate Grass North America, an American corporation, Thiolon BV, a Dutch limited liability company, Thiolon TenCate Middle East, a UAE limited liability company (collectively, the "Supplier"), and FieldTurf USA Inc., a Canadian corporation and Fieldturf Tarkett SAS, a French corporation, or any affiliate thereof (collectively, the "Purchaser").

In connection therewith, Purchaser desires to purchase from, and have shipped by, Supplier, Supplier's artificial grass fiber as more specifically described on Schedule A attached hereto and incorporated herein (collectively, and including the Evolution 3GS® product, the "Products"), upon the terms and conditions described below.

In consideration of the promises and mutual covenants of the parties, Supplier and Purchaser hereby agree as follows:

SECTION I. ORDERS, PURCHASE

- A. Subject to the terms and conditions hereof, Purchaser agrees to purchase from Supplier, and Supplier agrees to sell and supply to Purchaser, 100% of the Purchaser's Product needs for commercial sales, namely polyolefin grass fiber that Purchaser needs for its plants in Dalton (Georgia, USA), Auchel (France) and all other production locations where Purchaser will produce its artificial grass products. Purchaser will notify Supplier of such other production locations from time to time. The Products and the specifications for the Products (the "Specifications") are more fully described in Schedule A, as such may be amended or supplemented in writing from time to time in accordance with the terms of this Agreement.
- B. Commencing on September 15, 2008, Purchaser shall provide to Supplier in writing on Friday of each week during the Term (or the preceding business day, if Friday is not a business day) a weekly forecast, prepared in good faith, for Purchaser's needs for Products for each of the following six (6) months, as calculated on a rolling basis. Such forecasts will be considered estimates only and, except as set forth herein, are not intended to limit Purchaser's rights to purchase Products. Purchaser shall inform Supplier weekly of actual stock levels and inform Supplier in case substantial changes in stocks or forecasted sales occur. Supplier shall sell and ship to Purchaser, and Purchaser shall purchase and accept, Products as required to maintain Purchaser's stock for a minimum of 2 months and a maximum of 6 months, in either case based on Purchaser's six month rolling forecast which will be updated weekly by the Purchaser; provided, however, that in no event will Supplier be required to sell or ship to Purchaser Products required to maintain Purchaser's stock beyond the date of the expiration or termination of this Agreement. Subject to the payment provisions of Section VI, Purchaser shall not reject or refuse payment for Products shipped by Supplier in accordance with the foregoing, except during the continuance of any material non-compliance by Supplier with its obligations under the Agreement. Notwithstanding the foregoing, Supplier shall not be deemed to have breached any term of this Agreement in the event that Purchaser's requirements for the Products in any given period materially exceed Purchaser's forecast for such period (as given two months prior) and Supplier is unable to meet such requirements.

SECTION II. TERM & TERMINATION

- A. **TERM.** This Agreement shall commence on the Effective Date and shall remain in full force and effect through and including December 31, 2011 (the "Initial Term"), and shall automatically be renewed for an additional twelve-month period ("Renewal Period") unless terminated by any party by providing written notice to the other no less than eighteen (18) months before the end of the Initial Term (the "Term").

[Handwritten signature]
8/28/2008

B. EARLY TERMINATION.

1. TERMINATION BY PURCHASER.

1.1. Purchaser shall promptly notify Supplier upon receipt by Purchaser of an offer by any third party to sell a product that Purchaser considers superior to Evolution 3GS or a New Innovative Product that Purchaser has obtained exclusivity on under this agreement. Following the date of such notice, Purchaser may terminate this agreement upon 12 months prior written notice to Supplier; provided, however, that if, prior to the effective date of such termination, Supplier provides Purchaser with a product superior to that offered by such third party, as reasonably determined by Purchaser, then any prior notice of termination under this Section II(B)(1.1) shall be deemed void and without effect.

1.2. In case cost increases other than raw materials rise significantly, Supplier and Purchaser will discuss the situation and attempt to find an equitable solution. If such a solution is not found, Purchaser may terminate the Agreement by providing twelve (12) months prior written notice to Supplier.

2. TERMINATION BY EITHER PARTY: this Agreement may be terminated by registered mail:

2.1 By either Party, with immediate effect, upon the insolvency of the other Party or any action causing such other Party to avail itself of laws for the protection of debtors, including, without limitation, the appointment of a receiver or the like, a complete or partial moratorium on payment of debt, a petition in bankruptcy or the like filed by or against such other Party, or an assignment of all or any portion of the assets of such other Party for the benefit of its creditors.

2.2. By either Party if the other Party fails to perform in accordance with the terms of this agreement in any material respect and such default has not been remedied within 30 days after receiving written notice specifying the nature of the breach or default to the failing Party.

2.3. This Agreement may be terminated by either party at any time, for any reason or no reason, by providing an eighteen (18) months prior written notice.

C. CONSEQUENCES OF TERMINATION

Termination of this Agreement at any time and for whatever reason shall not affect any performance obligation accruing or arising before or as a result of such termination.

Upon termination of this agreement at any time, and for whatever reason, the obligation stipulated in Section XI shall survive.

SECTION III. EXCLUSIVITY

A. During the term of this Agreement, and subject to Section III(B), Supplier shall not sell, or offer to sell, any Evolution 3GS products to any person or entity other than Purchaser.

B. To the extent Supplier develops a new innovative turf-related technology relevant to Purchaser's requirements (a "New Innovative Product") Supplier must offer such New Innovative Product to Purchaser on terms and conditions that include a 36-month exclusivity related to such New Innovative Product. In the event that Purchaser elects to agree to the terms offered by Supplier, (I) Supplier shall provide the New Innovative Product on an exclusive basis for a thirty six month period commencing on the date Supplier and Purchaser agree in writing to the pricing terms of

such New Innovative Product, and (ii) the exclusivity conferred by Section III(A) or any exclusivity with respect to a prior New Innovative Product shall lapse and Supplier shall be able to sell Evolution 3GS Products (or prior New Innovative Products) to third parties without restriction after a twelve month period following such new exclusivity. For the avoidance of doubt, the exclusivity provisions of Section III(A) and (B) apply only to one New Innovative Product at any time and Supplier shall not be required to provide to Purchaser more than one New Innovative Product on an exclusive basis. Supplier will not make any unsolicited comparisons between any Evolution 3GS Product or New Innovative Product, on the one hand, and other products sold by Supplier to any competitor of Purchaser while sales by Supplier to Purchaser of such Evolution 3GS Product or New Innovative Product, as applicable, are subject to the exclusivity provisions of this Section III(B).

- C. Beginning 90 days after the Effective Date and for the remaining term of this Agreement, Purchaser shall not purchase or order any primary backing material from any third party. Notwithstanding the foregoing, Purchaser shall not be deemed to have breached any term of this Agreement if it purchases or orders primary backing material from any third party if Purchaser has first made a written offer to purchase such primary backing material from Supplier, specifying in such offer the specifications and volumes of primary backing material required by Purchaser, and (1) Supplier has refused such offer in writing, (2) Supplier has not accepted such offer on terms determined by Purchaser in its reasonable discretion to be more advantageous, when taken as a whole, to Purchaser than those otherwise available from third parties in good faith to Purchaser within ten (10) days of the first date of receipt of the offer or (3) Supplier has accepted such offer but is unable to meet such requirements for any reason whatsoever. The Purchaser has the right to solicit competing bids for primary backing material at any time during the agreement as long as the Supplier is given an opportunity to provide more advantageous terms to the Purchaser as described above.
- D. Technical meetings will take place between the parties at least every 3 months, where Supplier will inform Purchaser of all relevant innovative additions to its product range.
- E. Purchaser will consider switching from Evolution 3GS to Evolution Plus in 2009.

SECTION IV. SUPPLIER PRICING

- A. Product Pricing Generally. The prices for Products purchased and sold hereunder are set forth in Schedule C.
- B. Most Favored Price Warranty. Supplier warrants to Purchaser that, based upon Purchaser's historic and projected future volume and on Supplier's volume discount policy, prices to Purchaser in North America will be priced at least 8% lower than industrial supplies of comparable prime grade product to any other customer of Supplier in Canada, United States and Mexico ("North America") and that supplies to Purchaser in Europe will be priced at least 8% lower than industrial supplies of comparable prime grade product to any other customer of Supplier in European Community Countries ("Europe").

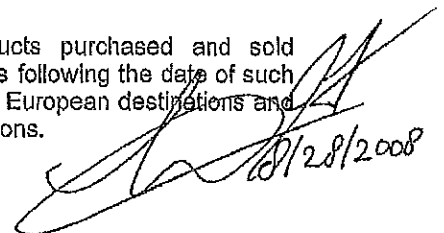
SECTION V. DELIVERY; WAREHOUSING AND SHIPPING

- A. Delivery of Product. For purposes of this Agreement, "delivery" of Product from Supplier to Purchaser shall occur in compliance with the delivery terms (Incoterm 2000) set forth in Schedule C except as otherwise determined under Section V(B). The maximum lead time (beginning when Purchaser places a purchase order and ending when the Product is delivered) for Product delivered under this Agreement and the required delivery time for Product shall be agreed upon in writing from time to time by the parties. Supplier shall invoice Purchaser for Products within 10 days of the delivery of Product.

- B. Warehousing Product. Supplier will warehouse, at no additional cost to Purchaser, up to a three month supply of Products for use by Purchaser's European operations and up to a three month supply of Products for use in Purchaser's United States operations (the amounts of such three month supplies to be reasonably determined by Supplier based on Purchaser's forecasts and information about Purchaser's stock levels provided by Purchaser hereunder) for a maximum of 4 months pending shipment to Purchaser upon request by and as directed by Purchaser. Should the Supplier have insufficient warehouse space, then the Supplier and the Purchaser will use their best efforts to agree on an alternate storage solution with the Supplier paying reasonable incremental storage costs.
- C. Supplier shall package, invoice and clearly mark all Products warehoused under the foregoing conditions with Purchaser's name, and shall affix Purchaser's trademark, in dimensions no smaller than 7.5" by 10", to at least two sides of each pallet or skid of Products manufactured by Supplier specifically for Purchaser hereunder. The sale of all such warehoused Products is final, the title on all such Products has passed to Purchaser and such Products are considered to be "delivered" and shall be invoiced. Purchaser is fully responsible for any products following the passage of title including the risk of loss of such Products. However, Supplier will insure the Products in its warehouses for its account. Warehoused Products are available for immediate shipment to Supplier at Supplier's request during regular business hours and will be shipped without exception to Supplier after 4 months.
- D. Duties of Supplier with regard to Warehoused Products.
1. Supplier shall take all reasonable steps to protect Purchaser's ownership interest in the Products stored by Supplier after manufacture (the "Warehoused Products"). Supplier shall not cause the Warehoused Products to be subjected to any taxes, liens, encumbrances or security interests.
 2. Supplier shall take commercially reasonable measures to store and protect the Warehoused Products from damage and/or loss, including, but not limited to, damage or loss arising from or related to humidity, water, temperature variations or extremes, wind, fire, catastrophe, theft, or commingling, negligence of Supplier's employees, and shall otherwise store the Warehoused Products separate and apart from other warehouse goods so that the Warehoused Products can be easily identified, inspected and inventoried. Supplier hereby warrants and represents that the storage site is currently, and shall be maintained as, a suitable warehouse for the storage of the Warehoused Products consistent with Supplier's duty of care.

SECTION VI. PAYMENT TERMS

- A. Payment terms for Products purchased and sold hereunder not in excess of Purchaser's needs for the three months following the date of such purchase and sale are net 90 days for Products shipped to European destinations and net 45 days for Products shipped to North American destinations.
1. Payment terms for Products purchased and sold hereunder that exceed Purchaser's needs for the three months following the date of such purchase and sale are net 130 days for Products shipped to European destinations and net 70 days for Products shipped to North American destinations.
 2. Notwithstanding the foregoing, payment terms for Products purchased and sold hereunder that exceed Purchaser's needs for the four months following the date of such purchase and sale are net 170 days for Products shipped to European destinations and net 110 days for Products shipped to North American destinations.

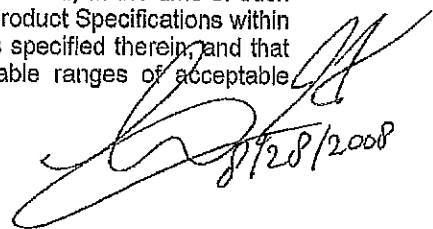


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3. Notwithstanding the foregoing, payment terms for Products purchased and sold hereunder that exceed Purchaser's needs for the five months following the date of such purchase and sale are net 210 days for Products shipped to European destinations and net 150 days for Products shipped to North American destinations.
 4. At no time will the amount of the Product on hand at all locations exceed the Purchaser's six month rolling forecast, and, subject to the terms and conditions set forth in this Agreement, Purchaser may refuse over-shipments. In case a decreased 6 month forecast provided by Purchaser is less than the amount of Product on hand, then Supplier shall not be required to take back any Product that has been invoiced. Notwithstanding the foregoing, over-shipment by Supplier will not constitute a breach of this Agreement.
- B. For the purpose of this Section VI and to facilitate easy tracking of the proper payment terms for each invoice, Supplier will determine each week - based on the Purchaser's rolling forecast provided under Section I.B - the quantity by Product that will be supplied under each of the payment terms and according to the provisions mentioned under previous clauses A and B. Supplier will communicate these quantities within four business days after receipt of the forecast provided by Purchaser and invoice accordingly. For the avoidance of doubt, multiple invoices may be made for any single shipment of Products if the use of multiple invoices is necessary or convenient to either party's compliance with the provisions of this section VI.

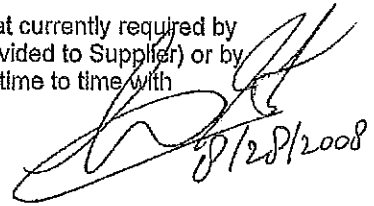
SECTION VII. QUALITY, PRODUCT WARRANTY, INDEMNIFICATION, INSURANCE

- A. **Quality Standards.** Within thirty (30) business days of the date of this Agreement, Supplier shall deliver to Purchaser for its review and comment a set of product specifications which will include the basic polymer type, yarn count (denier/dtex), shape of cross-section, dimensions and type of texturization of the products to be purchased and if applicable ranges of acceptable variation from such specifications for such product specifications (the "Draft Product Specifications") and performance criteria for the products, to include, without limitation, elongation, strength, heat shrinkage, light fastness and if applicable ranges of acceptable variation from such specifications (the "Draft Performance Criteria"). Within thirty (30) business days of receipt of the Draft Product Specifications and the Draft Performance Criteria, Purchaser shall provide to Supplier any comments that it has to the Draft Product Specifications or the Draft Performance Criteria. If Purchaser does not provide comments within such thirty (30) business day period, the Draft Product Specifications and the Draft Performance Criteria shall become the Product Specifications and the Performance Criteria, respectively. Purchaser and Supplier shall cooperate in good faith to resolve any disputes regarding the Draft Product Specifications or the Draft Performance Criteria. If all such disputes are resolved with respect to either or both of the Draft Product Specifications and the Draft Performance Criteria within sixty (60) business days of Purchaser's receipt of the Draft Product Specifications and the Draft Performance Criteria, then such document(s) shall become the Product Specifications or the Performance Criteria, as applicable. If any disputes regarding the Draft Performance Criteria or the Draft Product Specifications are unresolved within such sixty (60) business day period, the Product Specifications (if such remaining disputes related to the Draft Product Specifications) and/or the Performance Criteria (if such remaining disputes are related to the Draft Performance Criteria) shall be such specifications and/or criteria attached hereto as Schedule B together with such specifications and/or criteria, not in conflict with those attached hereto as Schedule B, as are commercially reasonable in light of the nature of the products and their intended use. The Supplier warrants that each and every product shipped to the purchaser will, at the time of such shipment, possess the same chemical composition as defined in the Product Specifications within the applicable ranges of acceptable variation from such specifications specified therein, and that each product will meet the Performance Criteria within the applicable ranges of acceptable variation from such criteria.



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- B. On or before the date of shipment of any Products, Supplier will provide information on the presence of chemical content in its Products that has been formally identified by US or European government agencies as of the time of such shipment to be harmful to human health or the environment in normal use or that has been regulated for such effects by law in North America or Europe. Supplier will make every reasonable effort to remove such chemical content from its Products or lower the content to levels that are not considered to be harmful; provided, however, that, under no circumstances shall Supplier be required to reduce such chemical content to levels below those imposed as maximums under applicable laws.
- C. Limited Warranty.
1. Subject to the terms, conditions and limitations contained in this Agreement (including the provisions related to quality standards as set forth in Section VII(A)), Supplier warrants to Purchaser that under normal conditions during the applicable warranty period (as set forth in Supplier's Technical Information Manual Version 6.0, a copy of which has been provided to Purchaser), the Products will maintain their UV stability and tensile strength. For purposes of this warranty, a Product will be deemed to have maintained its UV stability and tensile strength if the original tensile strength of the Product does not decrease by more than fifty percent. The applicable warranty period begins on the earlier of (i) the date of installation of the synthetic turf containing the Product or (ii) the date that is one year after the date of Supplier's invoice for the Product. Supplier further warrants to Purchaser that the Products when delivered to Purchaser will comply in all respects with the Product Specifications, the Performance Criteria and the other requirements of this Agreement, will be free from visual defects and defects in materials and workmanship, and will not fade or change color beyond the extent permitted in the Product Specifications (failure of any of which shall constitute a "Defect"). In the case of a Product discovered within 365 days from delivery to Purchaser not to meet the Product Specifications, Supplier shall replace such Product without charge, delivered as instructed by Purchaser. Supplier will bear all material and transportation costs to deliver the replacement for Supplier's defective Product. Supplier shall not be responsible for removal or disposal of the defective turf or manufacture or installation of new turf. With regard to warranty claims made by Purchaser's customers, the parties agree that it shall be Purchaser's or its delegate's responsibility to investigate and otherwise handle the administration of all such claims with respect to such customer. Purchaser agrees to provide Supplier with prompt notice of any such warranty claims.
 2. Limitations on Coverage. This warranty does not apply (i) if the Product is used for any application other than sports fields or courts or landscape applications, (ii) to any damage caused during or on account of improper processing, installation or repairs, or (iii) to the extent that any defect or damage is caused by:
 - (a) Burns, cuts, accidents, vandalism, abuse, negligence or neglect;
 - (b) Improper design or failure of the sub-base of the sports field or court;
 - (c) Wear or abrasion caused by an inadequate sub-base;
 - (d) Use of infill products of, or superior to, the grade currently required by Purchaser's specifications (a copy of which has been provided to Supplier) or by Purchaser's specifications as they may be modified from time to time with Supplier's prior approval;
 - (e) Failure to maintain infill products at a level at or above that currently required by Purchaser's specifications (a copy of which has been provided to Supplier) or by Purchaser's specifications as they may be modified from time to time with Supplier's prior approval;



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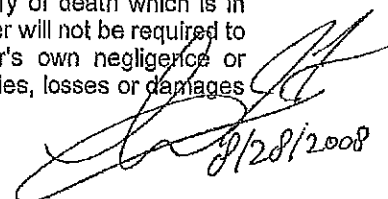
- (f) Use of footwear other than footwear with cleats as typically used for field sports or sports equipment with sharp or abrasive surfaces in contact with the turf;
- (g) The playing surface being used other than for the purpose for which it was designed and installed;
- (h) Use of cleaning chemicals, herbicides or pesticides;
- (i) Use of improper cleaning methods (such as the use of bleach, solvents or high- or low-pH products or the use of abrasive brushes or pads);
- (j) Any harmful chemical reaction to the Product caused by infill materials;
- (k) Acts of God or other conditions beyond the reasonable control of Supplier;
- (l) Improper processing of the Product (e.g., tufting, coating, texturizing or twisting);
- (m) Post fibrillation after or during installation for purposes other than to get the infill materials in place; or
- (n) Failure to maintain, protect or repair the Products or the turf.

3. All synthetic turf containing the Products is subject to normal wear and tear. Normal wear and tear is not a manufacturing defect and is not covered by this warranty. In addition to the factors mentioned above, wear and tear depends on, without limitation, the construction of the synthetic turf (fiber face weight, stitch rate, fiber pile height and gauge) and the intensity of use of the synthetic turf. Supplier shall not be responsible for any warranty issued or made by Purchaser to third parties, including, without limitation, any warranty made by Purchaser with respect to the useful life of the synthetic turf containing the Products. Purchaser should carefully read the latest versions of Supplier's product information materials and literature for information about optimizing the performance of the synthetic turf containing the Products.

4. No Other Warranties. THE WARRANTY PROVIDED HEREIN IS THE SOLE AND EXCLUSIVE WARRANTY WITH RESPECT TO SUPPLIER'S PRODUCTS AND SUPERSEDES ANY AND ALL OTHER WARRANTIES, ORAL OR WRITTEN, OF ANY TYPE RELATING TO SUPPLIER'S PRODUCTS. ANY PRODUCTS NOT COVERED BY THIS WARRANTY ARE SOLD "AS IS." THE REMEDY OF REPLACEMENT SET FORTH IN SECTION VII(D) IS THE SOLE OBLIGATION OF SUPPLIER, AND THE SOLE REMEDY OF PURCHASER, UNDER THE WARRANTY PROVIDED HEREIN. EXCEPT AS PROVIDED HEREIN, SUPPLIER MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, NATURE OR DESCRIPTION WITH RESPECT TO ANY OF ITS PRODUCTS, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS OF ANY OF THE PRODUCTS FOR ANY PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, AND SUPPLIER HEREBY DISCLAIMS THE SAME.

D. Other Claims.

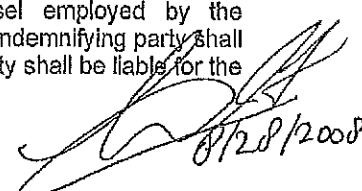
1. Except with respect to warranty claims which shall be handled pursuant to Section VII(C), above, or intellectual property claims addressed in Section XI below, Supplier will, at Supplier's expense, defend, indemnify and save Purchaser harmless from all claims (except warranty claims), actions, suits, proceedings, liabilities, losses or damages, including costs of settlement, for property damage, personal injury or death which is in any way connected with manufacturing defects in Product. Supplier will not be required to so indemnify Purchaser for any claims arising from Purchaser's own negligence or against liabilities, losses or damages to the extent that such liabilities, losses or damages



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result directly from Purchaser's actions or omissions and are not otherwise directly attributable to manufacturing defects in Products, in which case Purchaser agrees to defend and indemnify Supplier to the same extent that Supplier has agreed to indemnify Purchaser hereunder. Both parties agree that, should either party have a claim for indemnification against the other pursuant to this paragraph, the claiming party shall give prompt notice of the claim to the indemnifying party.

2. Supplier shall not at any time take any action that violates, and shall at all times comply with, any and all laws, rules and regulations applicable or pertaining to the Products or Supplier's performance under this Agreement, and shall defend, indemnify, and hold harmless Purchaser from and against any and all fines, penalties, liabilities, damages or expenses arising out of Supplier's failure to comply with any such laws, rules or regulations. Purchaser shall not at any time take any action that violates, and shall at all times comply with, any and all laws, rules and regulations applicable or pertaining to the Products or Purchaser's performance under this Agreement, and shall defend, indemnify, and hold harmless Supplier from and against any and all fines, penalties, liabilities, damages or expenses arising out of Purchaser's failure to comply with any such laws, rules or regulations.
3. The obligations of either party to indemnify the other under this Section VII(D) for third party claims ("Claims"), will be subject to the following terms and conditions:
 - 3.1. Any party against whom any Claim is asserted will give the other party written notice of such Claim promptly after learning of such Claim, and the indemnifying party may, at its option, undertake the defense, contest or settlement of such Claim, subject to this Agreement, by representatives of its own choosing. If the indemnifying party does not defend, contest or settle such Claim, then the indemnified party may contest and defend (but not settle) such Claim. Failure to give prompt notice of a Claim under this Agreement shall not affect the indemnifying party's obligations under this Section VII(D), except to the extent that the indemnifying party is materially prejudiced by such failure to give prompt notice. Notice of intention so to contest and defend shall be given by the indemnifying party to the indemnified party within twenty (20) business days after the indemnified party provides a notice of Claim (but in all events, at least five business days prior to the date that an answer to such Claim is due to be filed to the extent reasonably practicable).
 - 3.2. If the indemnifying party fails to assume the defense of such Claim within the required time period, the indemnified party against whom such Claim has been made will (upon further notice to the indemnifying party) have the right to undertake the defense, compromise or settlement of such Claim on behalf of and for the account and risk, and at the expense, of the indemnifying party, subject to the right of the indemnifying party to assume the defense of such Claim at any time prior to settlement, compromise or final determination of such Claim.
 - 3.3. If the indemnifying party assumes such defense, the indemnified party will have the right to participate in the defense thereof and to employ counsel, at its own expense (which expense shall not constitute losses subject to indemnification by the indemnifying party, unless outside counsel to the indemnified party reasonably determines that, because of a conflict of interest, the indemnifying party is not adequately representing any interests of the indemnified party, or unless the indemnifying party has not employed counsel to assume the defense of such action within a reasonable time, and then only to the extent that such expenses are reasonable), separate from the counsel employed by the indemnifying party, it being understood, however, that the indemnifying party shall control such defense and settlement. The indemnifying party shall be liable for the



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fees and expenses of counsel employed by the indemnified party for any period during which the indemnifying party has not assumed the defense thereof.

- E. Supplier agrees to maintain, at its own expense, a policy or policies of comprehensive general liability insurance with vendor's and product endorsements with a combined aggregate amount of at least \$5,000,000 and a single limit of at least \$1,000,000. All such policies will provide that the coverage will not be terminated without at least thirty (30) days prior written notice to Purchaser. Certificates of insurance will be furnished to Purchaser upon request.
- F. IN NO EVENT SHALL EITHER PARTY TO THIS AGREEMENT BE LIABLE TO THE OTHER PARTY OR TO ANY PERSON CLAIMING THROUGH OR UNDER SUCH OTHER PARTY FOR ANY LOST PROFITS OR FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- G. AT NO TIME SHALL SUPPLIER AND ITS AFFILIATES' TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THIS AGREEMENT, FROM ALL CAUSES OF ACTION OF ANY KIND, EXCEED THE AMOUNT ACTUALLY PAID BY PURCHASER TO SUPPLIER DURING THE PRECEDING 12 MONTHS.

SECTION VIII. CHANGES

Purchaser may at any time prior to 14 days of manufacture, by written notice, make changes within the scope of this Agreement to any Purchase Order issued pursuant to this Agreement, regarding, but not limited to, methods of shipment, packaging, and/or time of delivery. Except as otherwise expressly set forth herein, Supplier may not make changes to the terms of this Agreement or any of the processes contemplated hereunder, including, but not limited to Specifications, processes or material, without first obtaining express written approval from Purchaser.

SECTION IX. COMPLIANCE WITH ALL LAWS/INDEMNIFICATION

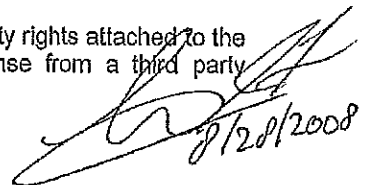
Supplier hereby agrees that all services, Products, and processes covered hereby shall be manufactured and furnished by Supplier in accordance with, and shall conform to, all applicable state and local laws or regulations including environmental regulations, licenses or permits.

SECTION X. PURCHASER CONFIDENTIAL INFORMATION

Supplier and Purchaser understand and promise that each will forever hold and protect in strict confidence on behalf of itself and its employees, all confidential information derived from the other Party or its parents, subsidiaries and affiliates. A party shall at the other party's request immediately return to the requesting Party or certify the destruction of all documents received by that Party which contain the confidential information.

SECTION XI. INTELLECTUAL PROPERTY

- A. Ownership of Intellectual Property. Each Party remains the owner of its own intellectual property and nothing in this agreement shall be construed as an express or implied grant nor assignment of ownership rights on each Party's respective intellectual property.
- B. Supplier warrants to Purchaser that it is the owner of all Intellectual Property rights attached to the Products and that the Products are not manufactured under any license from a third party.



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whatsoever. Supplier further warrants that the Products shall not infringe any intellectual property or other rights of third Parties.

- C. Use of trademarks. Purchaser may use the Supplier's Trademarks including the Evolution 3GS trademark in relation to Evolution products in case they wish to do so, but will refer to Supplier as owner of this mark in case they do so.
1. Supplier may use the FieldTurf trademark in reference to the use by Purchaser of Supplier products in case they wish to do so, but will refer to Purchaser as owner of this name in case they do so.
- D. IP Infringement. Should the Products infringe any patent or misappropriate any trade secrets, Supplier shall defend at its own expense, every suit or claim for infringement or misappropriation related to the Products and indemnify, defend and hold Purchaser and its customers harmless from all liability, loss or expense, including costs of settlement and reasonable attorney's fees, resulting from any claim that Purchase's or any customer's use, possession, sale or resale of any Products or part thereof infringes any patent, or is a misappropriation of any trade secret or other proprietary right covering the Product of any part thereof.

SECTION XII. RELATIONSHIP OF THE PARTIES

Purchaser and Supplier understand and contemplate that their relationship will be solely that of supplier and purchaser. Nothing in this Agreement is intended or will be construed to create any partnership, joint venture, joint enterprise or other similar joint relationship, nor shall either party be deemed to be an employee, agent or legal representative of the other for any purpose whatsoever. Neither party will have any authority, whether express, implied or apparent to assume or create any obligations for, on behalf of, in the name of, or for the benefit of the other.

SECTION XIII. NOTICES

All notices, consents, waivers and other communications required or permitted by this Agreement shall be in writing and shall be deemed given to a party when (a) delivered to the appropriate address by hand or by nationally recognized overnight courier service (costs prepaid); (b) sent by facsimile or e-mail with confirmation of transmission by the transmitting equipment; or (c) received or rejected by the addressee, if sent by certified mail, return receipt requested, in each case to the following addresses, facsimile numbers or e-mail addresses and marked to the attention of the person (by name or title) designated below (or to such other address, facsimile number, e-mail address or person as a party may designate by notice to the other parties):

Purchaser: Fieldturf Tarkett
Attention: Joe Fields
Address: 8088 Montview
Montreal, Quebec H4P 2L7 Canada
Fax No.:
E-mail address: jfields@fieldturf.com

Fieldturf Tarkett SAS
Attention: Marie-Christine Gillet
Address: 2 Rue de L'Egalité
92748 NANTERRE Cedex
France
Fax No.: +33 (0) 1 41 20 47 66
E-mail address: Marie-christine.gillet@tarkett.com



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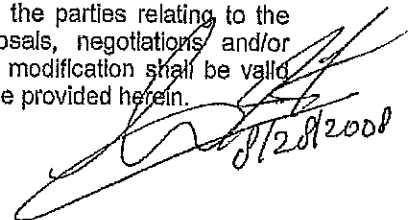
Supplier: TenCate Grass North America
Attention: Mr. Don Olsen
Address: 6501 Mall Boulevard
Union City, GA 30291, USA
Fax No.: +1 770 969 1010
E-mail address: d.olsen@tencate.com

Tholon TenCate Europe B.V.
Attention: Mr. Jeroen Van Balen
Address: P.O. Box 9
7440 AA Nijverdal, The Netherlands
Fax No.: +31 548 633 392
E-mail address: j.vanbalen@tencate.com

Tholon TenCate Middle East L.L.C.
Attention: Mr. Jeroen Van Balen
Address: P.O.Box 25628
Dubai, United Arab Emirates
Fax No.: +31 548 633 392
E-mail address: j.vanbalen@tencate.com

SECTION XIV. OTHER PROVISIONS

- A. Neither party may assign this Agreement or any Purchase Order or any part thereof without first obtaining the express written consent of the other; provided, however, that Supplier shall have the right to assign any or all of its rights or obligations hereunder to any of its affiliates.
- B. Neither party to this Agreement shall be liable for its failure to perform any of its obligations hereunder during any period in which such performance is delayed by fire, natural disaster, war, embargo, strike, riot, or the intervention of any government authority, provided that the party suffering such delay immediately notifies the other party of the delay.
- C. The terms, provisions, representations and warranties contained in this Agreement shall survive expirations or earlier termination of this Agreement notwithstanding delivery, acceptance or payment for the Product ordered pursuant to this Agreement; provided, however, that no claims under Section V related to any Products shall survive acceptance of such Products by Purchaser.
- D. The printed terms and conditions of any purchase order, acknowledgment form, invoice or other business form of Purchaser and Supplier shall not apply to any purchase or sale under this Agreement.
- E. This Agreement shall be interpreted and governed in all respects by the laws of the State of New York, USA, without regard to its principles of conflicts of law. The parties to this Agreement hereby irrevocably consent and submit to the jurisdiction and forum of the United States District Court for the Northern District of Georgia or the Superior Court of Fulton County, Georgia in all questions and controversies arising out of this Agreement. Supplier and Purchaser acknowledge and agree that this Agreement and Products sold hereunder are not subject to any provision of the United Nations Convention on the International Sale of Goods and the application of such Convention is hereby expressly disclaimed.
- F. This Agreement is the complete and exclusive agreement between the parties relating to the subject matter hereof, which supersedes all prior written proposals, negotiations and/or communications between the parties relating to this Agreement. No modification shall be valid unless set forth in writing and signed by the parties, except as otherwise provided herein.



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- G. The failure in any one or more instances of a party to insist upon performance of any of the terms, covenants or conditions of this Agreement or to exercise any right or privilege conferred in this Agreement, or the waiver by said party of any breach of any of the terms, covenants or conditions of this Agreement, shall not be construed as a subsequent waiver of any such terms, covenants, conditions, rights or privileges, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.
- H. The parties acknowledge and agree that irreparable injury will result from a breach of any provision of this Agreement, and money damages will be inadequate to fully remedy the injury. Accordingly, in the event of a breach or threatened breach of one or more of the provisions of this Agreement, either party (in addition to any other remedies which may be available to it) shall be entitled to one or more preliminary or permanent injunctions (i) restraining any act which would constitute a breach or (ii) compelling the performance of any obligation which, if not performed, would constitute a breach.
- I. This Agreement may be executed in 4 original versions.

[Signatures on Following Page]

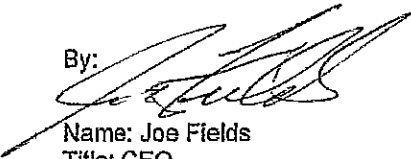


A handwritten signature in black ink, followed by the date "2/28/2008" written below it.

IN WITNESS WHEREOF, intended to be legally bound hereby, the authorized representatives of the parties have executed this Agreement effective as of the date first set forth above.

Purchaser:
FieldTurf Tarkett
FieldTurf Tarkett SAS

By:


Name: Joe Fields
Title: CEO

Supplier:
TenCate Grass North America, Mr Don Olsen
Thiolon TenCate Europe, Mr Jeroen van Balen
Thiolon TenCate Middle East, Mr Jeroen van Balen

By:


Name: Guido Vliegen
Title: VP Sales, Marketing &
Business Development

August 28, 2008

12.2 Exhibit A to TenCate Grass Limited Warranty

Exhibit A describes the warranty on UV stability and tensile strength. For purposes of this warranty, a product will be deemed to have maintained its UV stability and tensile strength if the original tensile strength of the product does not decrease by more than fifty percent.

100 - 160	11 years
161 - 200	10 years
201 - 240	9 years
241 and more	8 years

Solar activity of the turf installation site in W/m^2 is determined according to the climatic map of the world published by the KNMI, a copy of which is included in paragraph 12.3. Please be aware that TenCate Grass does not warrant wear and tear caused by any use of pitches incorporating Thielon® fibers.

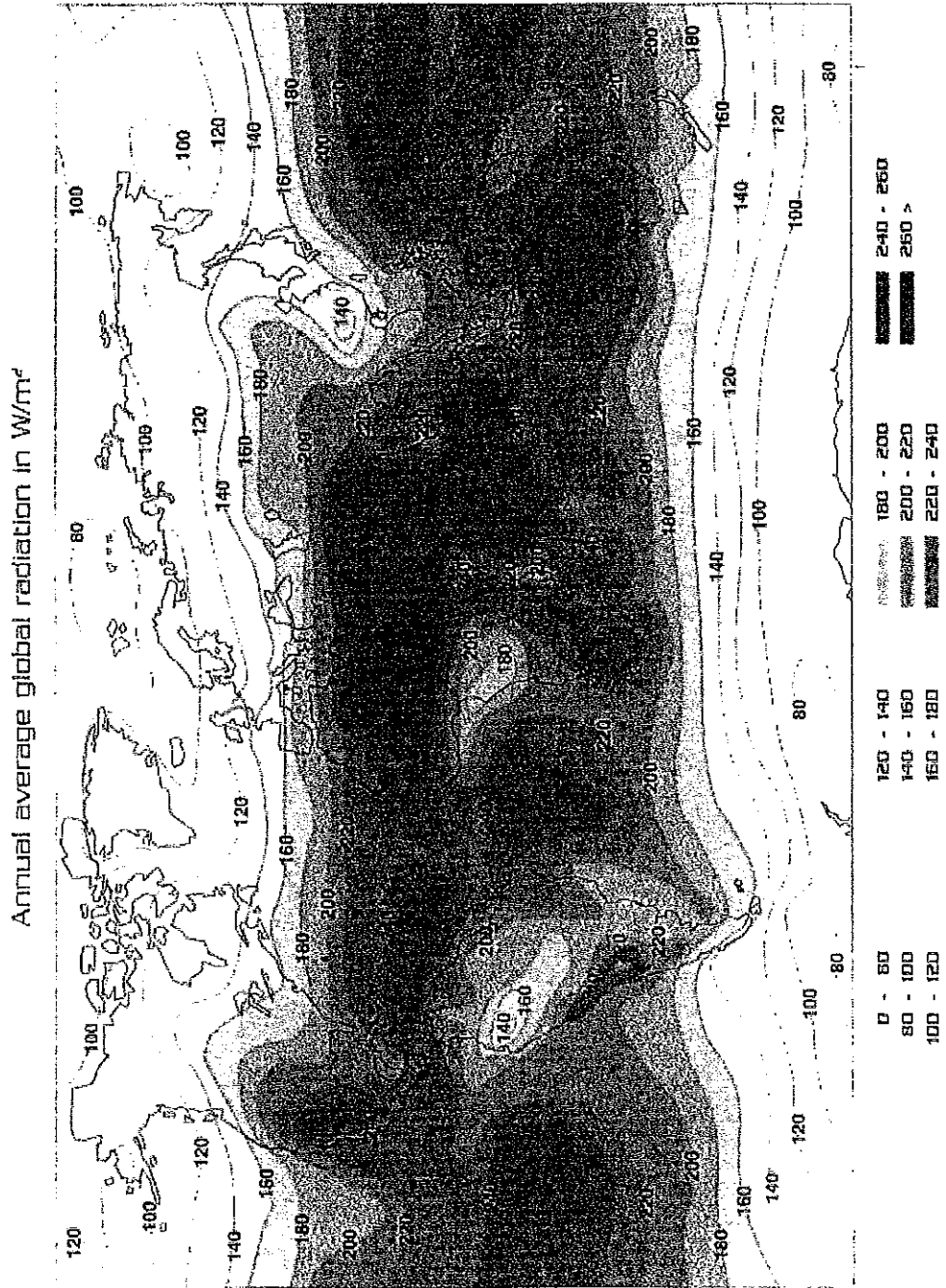
Everywhere, where "TenCate Grass" is written in this warranty, this can be substituted for "TenCate Grass North America", "TenCate Grass EMEA" and "TenCate Grass Asia" where applicable.

Explanation of tensile strength

The tensile strength of a fiber is the maximum force that can be put on the fiber just before it breaks. In the usual tensile test, a sample of fiber is clamped in the tensile tester. The fiber is then slowly stretched until it breaks. While doing this, the force needed and the length of the fiber sample are continuously recorded. After the fiber breaks, the maximum force in the experiment and the maximum elongation is determined from the recorded data.

The tensile strength does not give any information about the hardness or softness of the fiber. As explained above, the tensile strength and elongation only give information about the breaking point of a fiber. A separate figure which tells something about the fiber is needed when there is only a small deformation. This number is called the modulus, and it can also be determined using the same test.

12.3 Annual average global radiation in W/m^2



SCHEDULE A
Products and Specifications

Evolution 3GS, "hardsoft" (for "Duo fields")


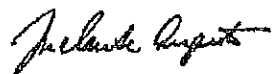
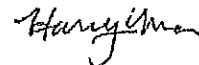

Evolution Plus

Any other polyolefin based fibers for production of artificial turf Purchaser will require, to be added in this schedule.



[Handwritten Signature]
8/28/2008

SCHEDULE B
Default Product Specifications and Performance Criteria

TENCATE GRASS External Specifications																								
 TENCATE materials that make a difference		<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td>Yarn Description</td> <td colspan="4">CMF 1500x6 FTX</td> </tr> <tr> <td>Version / ESN</td> <td colspan="4">1 / 26</td> </tr> <tr> <td>Writer</td> <td colspan="4">JCA</td> </tr> <tr> <td>Date</td> <td colspan="4">February 22, 2008</td> </tr> </table>			Yarn Description	CMF 1500x6 FTX				Version / ESN	1 / 26				Writer	JCA				Date	February 22, 2008			
		Yarn Description	CMF 1500x6 FTX																					
		Version / ESN	1 / 26																					
		Writer	JCA																					
Date	February 22, 2008																							
Yarn Description	CMF 1500x6 FTX																							
Yarn Code	EVOLUTION																							
Colours																								
Basic polymer	Polyethylene																							
THIOLON YARN SPECIFICATIONS																								
	UNIT	Typical value	Minimum	Maximum																				
Yarn count	* Denier	9000	8280	9720																				
Monofilament Thickness	* micron	Spine 235µ																						
Monofilament Width	* µm	Nominal 1,3mm																						
Cross section		Evolution																						
Turns	* T/m	30	23	36																				
Number of Filaments		6																						
Tensile strenght (peak value)	* N	115	95																					
Elongation at break	* %	70	45																					
Shrinkage at 83 °C	* %	5,3		8,0																				
Style of texturising	RdK																							
Stitch length	mm		-	-																				
Maximum coning temperature	°C	83																						
Light fastness	blue scale	7/8	7	8																				
* Typical values are based on the mean values of 12 different bobbins Test procedures: Ten Cate Thiolon® standards Note: The above mentioned specifications are for reference only.																								
Date:	February 22, 2008	Authorization signature:																						
		   2/28/2008																						

**SCHEDULE C
PRICES**

1. Prices applicable as of July 1, 2008 until August 31, 2008:

The prices and conditions as confirmed in an email from Guido Vllegen to David Moszkowski dated March 3rd, 2008 will apply until August 31st, 2008.

2. Prices applicable for the period of September 1, 2008 – December 31, 2008

Prices for the period of September 1st, 2008 – December 31st, 2008 for Evolution 3GS and "hardsoft" in the colors "Field Green", "Tarkett green" and "Field Green/Olive duo color".

- SUPPLIER Dubai to PURCHASER Auchel : € 3.20 /kg CPT Auchel
- SUPPLIER Dubai to PURCHASER Dalton : \$ 2.28 /lb CPT Dalton, GA
- SUPPLIER Dayton to PURCHASER Dalton : \$ 2.28 /lb EXW Dayton, TN

For other colors the following surcharges apply:

- White & yellow 25%
- All other colors 33% (allowing for min. 12 tons production batch)

3. Prices applicable for the period of September 1, 2008 – December 31, 2008

Theoretical pricing of Evolution Plus™ for the period of September 1st, 2008 – December 31st, 2008 will be the basis for future deliveries of Evolution Plus. These prices reflect a \$0.25/kg additional price for Evolution Plus over Evolution 3GS at current exchange and resin rates.

- SUPPLIER Dubai to PURCHASER Auchel : € 3.37 /kg CPT Auchel
- SUPPLIER Dubai to PURCHASER Dalton : \$ 2.40 /lb CPT Dalton, GA
- SUPPLIER Dayton to PURCHASER Dalton : \$ 2.40 /lb EXW Dayton, TN

For other colors the following surcharges apply:

- White & yellow 25%
- All other colors 33% (allowing for min. 12 tons production batch)

4. Prices applicable for the period of January 1, 2009 – December 31, 2011 (except if the agreement is terminated earlier)

Parties agree that prices (as above mentioned) may be changed during the contract period, every 6 months only for reasons of increases or decreases in resin cost. SUPPLIER will provide PURCHASER with a copy of ICIS index for United States (\$) and Europe (€), every 6 months, starting on July 1st of 2008.

The first price revision for resin cost changes will therefore happen January 1st of 2009, based on the difference between the ICIS index of December 31st, 2008 and the ICIS index of June 30th, 2008.

With regard to raw material cost increases, parties will calculate the mean between ICIS high and ICIS low for C4 LLDPE resin (the "Mean"), and in case at the beginning of each 6-month period this figure has risen, SUPPLIER may implement an increase of 110 % of the difference between the Mean of the most recent ICIS index and the Mean from the preceding 6 month ICIS index. Likewise, if this figure has declined, then SUPPLIER will implement a decrease of 110% of the difference.

A theoretical example of this method is described as follows:

	USA (US\$ cents/lb)		Europe (Euro cents/kg)	
	1-1-2009	1-7-2008	1-1-2009	1-7-2008
ICIS average for C4 (but)	105	100	104	100

In this case price to Purchaser will increase by $1.1 \times (105-100) = \text{US\$ } 0.06$ per lb; prices for Europe will increase by US or € 0.04 per kg.



01/28/2008

The JS44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form is required for the use of the Clerk of Court for the purpose of initiating the civil docket record. (SEE INSTRUCTIONS ATTACHED)

<p>I. (a) PLAINTIFF(S)</p> <p>(b) COUNTY OF RESIDENCE OF FIRST LISTED PLAINTIFF _____ (EXCEPT IN U.S. PLAINTIFF CASES)</p>	<p>DEFENDANT(S)</p> <p>COUNTY OF RESIDENCE OF FIRST LISTED DEFENDANT _____ (IN U.S. PLAINTIFF CASES ONLY)</p> <p>NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED</p>
<p>(c) ATTORNEYS (FIRM NAME, ADDRESS, TELEPHONE NUMBER, AND E-MAIL ADDRESS)</p>	<p>ATTORNEYS (IF KNOWN)</p>

II. BASIS OF JURISDICTION
 (PLACE AN "X" IN ONE BOX ONLY)

<p>1 U.S. GOVERNMENT PLAINTIFF</p> <p>2 U.S. GOVERNMENT DEFENDANT</p>	<p>3 FEDERAL QUESTION (U.S. GOVERNMENT NOT A PARTY)</p> <p>4 DIVERSITY (INDICATE CITIZENSHIP OF PARTIES IN ITEM III)</p>
---	--

III. CITIZENSHIP OF PRINCIPAL PARTIES
 (PLACE AN "X" IN ONE BOX FOR PLAINTIFF AND ONE BOX FOR DEFENDANT)
 (FOR DIVERSITY CASES ONLY)

PLF	DEF		PLF	DEF	
1	1	CITIZEN OF THIS STATE	4	4	INCORPORATED OR PRINCIPAL PLACE OF BUSINESS IN THIS STATE
2	2	CITIZEN OF ANOTHER STATE	5	5	INCORPORATED AND PRINCIPAL PLACE OF BUSINESS IN ANOTHER STATE
3	3	CITIZEN OR SUBJECT OF A FOREIGN COUNTRY	6	6	FOREIGN NATION

IV. ORIGIN (PLACE AN "X" IN ONE BOX ONLY)

1 ORIGINAL PROCEEDING	2 REMOVED FROM STATE COURT	3 REMANDED FROM APPELLATE COURT	4 REINSTATED OR REOPENED	5 TRANSFERRED FROM ANOTHER DISTRICT (Specify District)	6 MULTIDISTRICT LITIGATION	7 APPEAL TO DISTRICT JUDGE FROM MAGISTRATE JUDGE JUDGMENT
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V. CAUSE OF ACTION (CITE THE U.S. CIVIL STATUTE UNDER WHICH YOU ARE FILING AND WRITE A BRIEF STATEMENT OF CAUSE - DO NOT CITE JURISDICTIONAL STATUTES UNLESS DIVERSITY)

(IF COMPLEX, CHECK REASON BELOW)

1. Unusually large number of parties.	6. Problems locating or preserving evidence
2. Unusually large number of claims or defenses.	7. Pending parallel investigations or actions by government.
3. Factual issues are exceptionally complex	8. Multiple use of experts.
4. Greater than normal volume of evidence.	9. Need for discovery outside United States boundaries.
5. Extended discovery period is needed.	10. Existence of highly technical issues and proof.

CONTINUED ON REVERSE

FOR OFFICE USE ONLY

RECEIPT # _____	AMOUNT \$ _____	APPLYING IFP _____	MAG. JUDGE (IFP) _____
JUDGE _____	MAG. JUDGE _____	NATURE OF SUIT _____	CAUSE OF ACTION _____

(Referral)

CONTRACT - "0" MONTHS DISCOVERY TRACK

- 150 RECOVERY OF OVERPAYMENT & ENFORCEMENT OF JUDGMENT
- 152 RECOVERY OF DEFAULTED STUDENT LOANS (Excl. Veterans)
- 153 RECOVERY OF OVERPAYMENT OF VETERAN'S BENEFITS

CONTRACT - "4" MONTHS DISCOVERY TRACK

- 110 INSURANCE
- 120 MARINE
- 130 MILLER ACT
- 140 NEGOTIABLE INSTRUMENT
- 151 MEDICARE ACT
- 160 STOCKHOLDERS' SUITS
- 190 OTHER CONTRACT
- 195 CONTRACT PRODUCT LIABILITY
- 196 FRANCHISE

REAL PROPERTY - "4" MONTHS DISCOVERY TRACK

- 210 LAND CONDEMNATION
- 220 FORECLOSURE
- 230 RENT LEASE & EJECTMENT
- 240 TORTS TO LAND
- 245 TORT PRODUCT LIABILITY
- 290 ALL OTHER REAL PROPERTY

TORTS - PERSONAL INJURY - "4" MONTHS DISCOVERY TRACK

- 310 AIRPLANE
- 315 AIRPLANE PRODUCT LIABILITY
- 320 ASSAULT, LIBEL & SLANDER
- 330 FEDERAL EMPLOYERS' LIABILITY
- 340 MARINE
- 345 MARINE PRODUCT LIABILITY
- 350 MOTOR VEHICLE
- 355 MOTOR VEHICLE PRODUCT LIABILITY
- 360 OTHER PERSONAL INJURY
- 362 PERSONAL INJURY - MEDICAL MALPRACTICE
- 365 PERSONAL INJURY - PRODUCT LIABILITY
- 368 ASBESTOS PERSONAL INJURY PRODUCT LIABILITY

TORTS - PERSONAL PROPERTY - "4" MONTHS DISCOVERY TRACK

- 370 OTHER FRAUD
- 371 TRUTH IN LENDING
- 380 OTHER PERSONAL PROPERTY DAMAGE
- 385 PROPERTY DAMAGE PRODUCT LIABILITY

BANKRUPTCY - "0" MONTHS DISCOVERY TRACK

- 422 APPEAL 28 USC 158
- 423 WITHDRAWAL 28 USC 157

CIVIL RIGHTS - "4" MONTHS DISCOVERY TRACK

- 441 VOTING
- 442 EMPLOYMENT
- 443 HOUSING/ ACCOMMODATIONS
- 444 WELFARE
- 440 OTHER CIVIL RIGHTS
- 445 AMERICANS with DISABILITIES - Employment
- 446 AMERICANS with DISABILITIES - Other

IMMIGRATION - "0" MONTHS DISCOVERY TRACK

- 462 NATURALIZATION APPLICATION
- 463 HABEAS CORPUS- Alien Detainee
- 465 OTHER IMMIGRATION ACTIONS

PRISONER PETITIONS - "0" MONTHS DISCOVERY TRACK

- 510 MOTIONS TO VACATE SENTENCE
- 530 HABEAS CORPUS
- 535 HABEAS CORPUS DEATH PENALTY
- 540 MANDAMUS & OTHER
- 550 CIVIL RIGHTS - Filed Pro se
- 555 PRISON CONDITION(S) - Filed Pro se

PRISONER PETITIONS - "4" MONTHS DISCOVERY TRACK

- 550 CIVIL RIGHTS - Filed by Counsel
- 555 PRISON CONDITION(S) - Filed by Counsel

FORFEITURE/PENALTY - "4" MONTHS DISCOVERY TRACK

- 610 AGRICULTURE
- 620 FOOD & DRUG
- 625 DRUG RELATED SEIZURE OF PROPERTY 21 USC 881
- 630 LIQUOR LAWS
- 640 R.R. & TRUCK
- 650 AIRLINE REGS.
- 660 OCCUPATIONAL SAFETY / HEALTH
- 690 OTHER

LABOR - "4" MONTHS DISCOVERY TRACK

- 710 FAIR LABOR STANDARDS ACT
- 720 LABOR/MGMT. RELATIONS
- 730 LABOR/MGMT. REPORTING & DISCLOSURE ACT
- 740 RAILWAY LABOR ACT
- 790 OTHER LABOR LITIGATION
- 791 EMPL. RET. INC. SECURITY ACT

PROPERTY RIGHTS - "4" MONTHS DISCOVERY TRACK

- 820 COPYRIGHTS
- 840 TRADEMARK

PROPERTY RIGHTS - "8" MONTHS DISCOVERY TRACK

- 830 PATENT

SOCIAL SECURITY - "0" MONTHS DISCOVERY TRACK

- 861 HIA (1395ff)
- 862 BLACK LUNG (923)
- 863 DIWC (405(g))
- 863 DIWW (405(g))
- 864 SSID TITLE XVI
- 865 RSI (405(g))

FEDERAL TAX SUITS - "4" MONTHS DISCOVERY TRACK

- 870 TAXES (U.S. Plaintiff or Defendant)
- 871 IRS - THIRD PARTY 26 USC 7609

OTHER STATUTES - "4" MONTHS DISCOVERY TRACK

- 400 STATE REAPPORTIONMENT
- 430 BANKS AND BANKING
- 450 COMMERCE/ICC RATES/ETC.
- 460 DEPORTATION
- 470 RACKETEER INFLUENCED AND CORRUPT ORGANIZATIONS
- 480 CONSUMER CREDIT
- 490 CABLE/SATELLITE TV
- 810 SELECTIVE SERVICE
- 875 CUSTOMER CHALLENGE 12 USC 3410
- 891 AGRICULTURAL ACTS
- 892 ECONOMIC STABILIZATION ACT
- 893 ENVIRONMENTAL MATTERS
- 894 ENERGY ALLOCATION ACT
- 895 FREEDOM OF INFORMATION ACT
- 900 APPEAL OF FEE DETERMINATION UNDER EQUAL ACCESS TO JUSTICE
- 950 CONSTITUTIONALITY OF STATE STATUTES
- 890 OTHER STATUTORY ACTIONS

OTHER STATUTES - "8" MONTHS DISCOVERY TRACK

- 410 ANTI TRUST
- 850 SECURITIES / COMMODITIES / EXCHANGE

OTHER STATUTES - "0" MONTHS DISCOVERY TRACK

- ARBITRATION (Confirm / Vacate / Order / Modify)

(Note: Mark underlying Nature of Suit as well)

*** PLEASE NOTE DISCOVERY TRACK FOR EACH CASE TYPE. SEE LOCAL RULE 26.3**

VII. REQUESTED IN COMPLAINT:

CHECK IF CLASS ACTION UNDER F.R.Civ.P. 23 DEMAND \$ _____

JURY DEMAND YES NO (CHECK YES ONLY IF DEMANDED IN COMPLAINT)

VIII. RELATED/REFILED CASE(S) IF ANY

JUDGE _____ DOCKET NO. _____

CIVIL CASES ARE DEEMED RELATED IF THE PENDING CASE INVOLVES: (CHECK APPROPRIATE BOX)

1. PROPERTY INCLUDED IN AN EARLIER NUMBERED PENDING SUIT.
2. SAME ISSUE OF FACT OR ARISES OUT OF THE SAME EVENT OR TRANSACTION INCLUDED IN AN EARLIER NUMBERED PENDING SUIT.
3. VALIDITY OR INFRINGEMENT OF THE SAME PATENT, COPYRIGHT OR TRADEMARK INCLUDED IN AN EARLIER NUMBERED PENDING SUIT.
4. APPEALS ARISING OUT OF THE SAME BANKRUPTCY CASE AND ANY CASE RELATED THERETO WHICH HAVE BEEN DECIDED BY THE SAME BANKRUPTCY JUDGE.
5. REPETITIVE CASES FILED BY PRO SE LITIGANTS.
6. COMPANION OR RELATED CASE TO CASE(S) BEING SIMULTANEOUSLY FILED (INCLUDE ABBREVIATED STYLE OF OTHER CASE(S)):

7. EITHER SAME OR ALL OF THE PARTIES AND ISSUES IN THIS CASE WERE PREVIOUSLY INVOLVED IN CASE NO. _____, WHICH WAS DISMISSED. This case IS IS NOT (check one box) SUBSTANTIALLY THE SAME CASE.

SIGNATURE OF ATTORNEY OF RECORD

DATE