

amended January 6, 2005

**AMENDED
CANADIAN
VITAMINS CLASS ACTIONS
NATIONAL SETTLEMENT AGREEMENT**

Made as of the 1st day of November, 2004
Amended as of the 6th day of January, 2005

Between

**Glen Ford
Fleming Feed Mill Ltd.
Marcy David
Aliments Breton Inc.
Roger Awad
Mary Helen Awad
Kristi Cappa
Ritchie Smith Feeds, Inc.
Wendy Weberg
Option Consommateurs
André Bernard Guévin
Yves Laferrière
Top Shelf Feeds Inc.**

and

**Aventis Animal Nutrition S.A.
BASF Aktiengesellschaft
Bioproducts, Incorporated
Chinook Group Limited
Degussa Canada Inc.
Daiichi Pharmaceutical Company, Ltd.
Eisai Co., Ltd.
F. Hoffmann-La Roche Ltd.
Lonza AG
Merck KGaA
Nepera, Inc.
Roussel Canada Inc.
Sumitomo Chemical Co. Ltd.
Takeda Pharmaceutical Company Limited
Tanabe Seiyaku Co. Ltd.**

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**CANADIAN
VITAMINS CLASS ACTIONS
NATIONAL SETTLEMENT AGREEMENT**

RECITALS

- A. Proceedings have been commenced in British Columbia, Ontario and Quebec under each province's respective class proceedings legislation which allege that the Defendants named in each Proceeding committed violations of law including, but not limited to, conspiring to fix, raise, maintain or stabilize the prices of, and allocating markets and customers for, Vitamins in Canada.
- B. The Dismissed Actions, which were commenced in British Columbia, Ontario and Quebec, have been dismissed or discontinued by earlier orders of the Courts.
- C. The Settling Defendants, using their best efforts, have estimated the Purchase Price of all Vitamins sold in Canada during the Purchase Periods to be \$950 million.
- D. During the pendency of some of the Proceedings, counsel for some of the Parties discussed the merits of the claims and the defences thereto, and reached an agreement in principle on settlement payment and scope in April 2002. Thereafter, counsel for some of the Parties continued with discussions that resulted in this Settlement Agreement.
- E. The Settling Plaintiffs have reviewed the terms of this Settlement Agreement. Class Counsel have fully explained the terms of this Settlement Agreement to them. Based on the analyses of the facts and law applicable to the claims of the Settling Plaintiffs, and having regard to the burdens and expense in prosecuting the Settling Proceedings, including the risks and uncertainties associated with trials and appeals, the Settling Plaintiffs and Class Counsel have concluded that this Settlement Agreement is fair, reasonable and in the best interests of the Settling Plaintiffs and the classes they seek to represent.
- F. Despite their belief that they are not liable for the claims asserted in the Settling Proceedings and have defences thereto, the Settling Defendants are entering into this Settlement Agreement in order to achieve a final resolution of all claims asserted or which could have been asserted against them or their Affiliated Defendants by the Settling Plaintiffs, to avoid the expense, inconvenience and burden of litigation, and the related distraction and diversion of their

personnel and resources, to put to rest this controversy and to avoid the risks inherent in uncertain litigation.

G. The Parties therefore wish to, and hereby do, finally resolve on a national basis, without prejudice or admission of liability, all of the Settling Proceedings as against the Settling Defendants and their Affiliated Defendants.

H. For the purposes of settlement only and contingent on approvals by the Courts, as provided for in this Settlement Agreement, the Parties have consented to certification of the Settling Proceedings as class proceedings and have consented to a Settlement Class and a Common Issue in each of the Settling Proceedings.

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

FOR VALUE RECEIVED, the Parties agree as follows:

SECTION 1 – INTERPRETATION

1.1 Definitions

In this Settlement Agreement, including the Recitals and Schedules hereto:

- (1) ***Account*** means an interest bearing trust account at a Canadian bank in Ontario under the control of the Escrow Agent.
- (2) ***Administration Expenses*** means all fees, disbursements, expenses, costs, taxes and any other amounts incurred or payable by the Settling Plaintiffs, the Administrator, the Escrow Agent, the Referee, the Management Committee or otherwise, for the approval, implementation and operation of this Settlement Agreement, including Non-Refundable Expenses, but excluding Class Counsel Fees.
- (3) ***Administration Expenses Reserve*** means the sum of \$250,000 which will be held by the Administrator for payment of final Administration Expenses.
- (4) ***Administrator*** means Deloitte & Touche, LLP and its successor appointed, from time to time, by the Courts.
- (5) ***Affiliated Defendants*** means the entities listed and defined for the purposes of this Settlement Agreement in column 2 of Schedule C.

- (6) ***Biotin Actions*** means Ontario Court File No. 00-CV-202080CP and British Columbia Court File, Vancouver Registry, No. L003307.
- (7) ***British Columbia Counsel*** means Camp Fiorante Matthews.
- (8) ***British Columbia Court*** means the Supreme Court of British Columbia.
- (9) ***Bulk Vitamins Actions*** means Ontario Court File No. 00-CV-200045CP and British Columbia Court File, Vancouver Registry, No. L003292.
- (10) ***Choline Chloride Actions*** means Ontario Court File No. 00-CV-198647CP and British Columbia Court File, Vancouver Registry, No. L002690.
- (11) ***Choline Chloride Contribution*** means, for any Settling Defendant, the amount (if any) set out in column 2 of Schedule B.
- (12) ***Class Counsel*** means British Columbia Counsel, Ontario Counsel, Quebec Counsel and Desmeules.
- (13) ***Class Counsel Fees*** means the fees, disbursements, costs, GST and other applicable taxes or charges of Class Counsel, including any obligations for contributions that any Settling Plaintiff, Settlement Class or Class Counsel may have to the Fonds for any advances made to them in any Settling Proceeding.
- (14) ***Class Counsel Representative*** means Harvey T. Strosberg, Q.C..
- (15) ***Class Vitamins*** means, in respect of each Settlement Class, the Vitamin(s) listed in Schedule A and products that directly or indirectly contain or are derived from such Vitamins or from animals which had consumed such Vitamins, in respect of the Settling Proceeding to which the Settlement Class relates.
- (16) ***Common Issue*** in each Settling Proceeding means: Did the Settling Defendant(s) and its/their Affiliated Defendant(s) in the Settling Proceeding agree to fix, raise, maintain or stabilize the prices of, or allocate markets and customers for, the Vitamin(s) in Canada in the Purchase Period(s)?
- (17) ***Consumer*** means any natural person who purchased Vitamin Product(s) during the Purchase Period(s) for personal consumption or use.
- (18) ***Consumer Fund*** means a fund described in section 6.
- (19) ***Courts*** means the British Columbia Court, the Ontario Court and the Quebec Court.

- (20) **Defaulting Settling Defendant** means any Settling Defendant who fails to pay its Settlement Share to the Escrow Agent for deposit into the Account on or before the Deposit Date or to remedy such default to the sole satisfaction of the Settling Plaintiffs.
- (21) **Defendants** means, in respect of each Proceeding, the individuals and entities named as defendants in that Proceeding as set out in Schedule A.
- (22) **Deposit Date** means the date which is 30 days after the execution of this Settlement Agreement by or on behalf of all Parties other than Lonza AG and for Lonza AG means the date which is 2 business days after the execution of the January 6, 2005 amendment to this Settlement Agreement by or on behalf of all Parties.
- (23) **Desmeules** means Siskinds, Desmeules, counsel for the Settling Plaintiffs in Quebec Court (District of Montreal) Action No. 500-06-000233-045 (formerly Quebec Court (District of Quebec) Action No. 200-06-000011-000) (methionine).
- (24) **Direct Purchaser** means a person, other than a Distributor, who purchased Vitamins in Canada during the Purchase Periods directly from a Defendant or from a Distributor.
- (25) **Direct Purchaser Fund** means a fund described in section 6.
- (26) **Dismissed Actions** means Ontario Court File No. 99-GD-46719 (Windsor) and No. 771/99 (Chatham), British Columbia Court File, Vancouver Registry, No. C994010 and Quebec Court (District of Quebec) Action No. 200-06-000009-004, No. 200-06-000010-002, No. 200-06-000012-016, No. 200-06-000014-012 and No. 200-06-000015-019.
- (27) **Distributor** means a person who purchased Vitamins in Canada during the Purchase Periods directly from a Defendant and only resold all of the purchased Vitamins without either further processing them or including them in any other product.
- (28) **Escrow Agent** means Deloitte & Touche, LLP and its successor appointed, from time to time, by the Courts, which shall act as holder of the Account.
- (29) **Excluded Customer** means any person who is the beneficiary of a settlement of a claim, relating to some or all Vitamins, by a Direct Purchaser or Distributor with a Settling Defendant or its Affiliated Defendants prior to or separate from this Settlement Agreement.
- (30) **Excluded Person** means, in respect of each Proceeding, each Defendant, the directors and officers of each Defendant, the subsidiaries or affiliates of each Defendant, the entities in which each Defendant or any of that Defendant's subsidiaries or affiliates have a controlling interest and the legal representatives, heirs, successors and assigns of any Excluded Person.
- (31) **Expense Fund** means a fund described in section 6.

- (32) **Final Order** means a final judgment entered by a Court in respect of the certification of a Settling Proceeding as a class proceeding and the approval of this Settlement Agreement, once the time to appeal such judgment has expired without any appeal being taken, if an appeal lies, or once there has been a final disposition of all appeals.
- (33) **Fonds** means the Fonds d'aide aux recours collectifs in Quebec.
- (34) **Intermediate Purchaser** means a person, other than a Direct Purchaser, a Distributor or a Consumer, who purchased Vitamin Products during the Purchase Periods.
- (35) **Intermediate Purchaser Fund** means a fund described in section 6.
- (36) **Investment Directive** means that such monies as are to be held pursuant to this Settlement Agreement shall be held in trust in an interest bearing account with one of the Schedule I banks and the interest earned thereon shall be equivalent to or greater than interest earned on Treasury Bills.
- (37) **Management Committee** means William L. Vanveen, appointed as the Settling Defendants' representative, and J.J. Camp, Q.C., Harvey T. Strosberg, Q.C. and Claude Desmeules, appointed on behalf of the Settlement Classes, and their successors appointed, from time to time, by the Courts.
- (38) **Methionine Actions** means Ontario Court File No. 00-CV-201723CP, British Columbia Court File, Vancouver Registry, No. L003124 and Quebec Court (District of Montreal) Action No. 500-06-000233-045 (formerly Quebec Court (District of Quebec) Action No. 200-06-000011-000).
- (39) **Methionine Fund** means a fund described in section 6.
- (40) **Niacin Actions** means Ontario Court File No. 00-CV-200044CP and British Columbia Court File, Vancouver Registry, No. L003045.
- (41) **Non-Refundable Expenses** means certain preliminary expenses to be paid from the Settlement Amount as provided in this Settlement Agreement.
- (42) **Non-Settling Defendant** means a Defendant who is not a Settling Defendant and who is not an Affiliated Defendant of a Settling Defendant and, for greater certainty, includes Degussa Canada Inc. and its Affiliated Defendants with respect to the Methionine Actions and any Defaulting Settling Defendant against whom this Settlement Agreement is terminated by the Settling Plaintiffs.
- (43) **Notice Plan** means the plan for notification outlined in Schedule J.

- (44) **Ontario Counsel** means Sutts, Strosberg LLP; Siskind, Cromarty, Ivey & Dowler LLP; and Allen Cooper.
- (45) **Ontario Court** means the Ontario Superior Court of Justice.
- (46) **Opt Out Date** means a date and time to be fixed by the Courts.
- (47) **Opt Out Refund** means a refund of part of the Settlement Amount in respect of Direct Purchasers or Distributors who purchased Vitamins in Canada from a Settling Defendant or its Affiliated Defendants and who validly opt out in accordance with this Settlement Agreement.
- (48) **Opt Out Threshold** means an amount agreed upon by the Parties in a separate document which will be executed by the Parties, delivered to the Courts under seal and kept confidential by the Parties and the Courts.
- (49) **Other Actions** means actions or proceedings (other than the Proceedings) relating to Released Claims commenced by a Settlement Class Member, including Ontario Court File No. 52492/99 (Newmarket), No. 52537/99 (Newmarket), No. 53736/99 (Newmarket), No. 99-CV-172401 (Toronto); Quebec Court (District of Montreal) Action No. 500-06-000090-999; and any other proposed class actions.
- (50) **Parties** means the Settling Plaintiffs and the Settling Defendants.
- (51) **Pre-Deposit Interest** means, for each Settling Defendant other than Merck KGaA, interest on its proportion of the Settlement Amount less its Settlement Credits as set out in Schedule B, if any, from and after March 1, 2003 at the rate of 3.86% per year calculated daily plus interest on those Settlement Credits, if any, from and after March 1, 2003 at the rate of 1.93% per year calculated daily and means, for Merck KGaA, the interest actually earned in its solicitors' trust account on the principal amount of \$700,000 from and after November 11, 2001.
- (52) **Premix** means any product containing one or more Vitamins in combination with any other substances (such as other active ingredients or dilution agents) sold as a premixed formulation.
- (53) **Proceeding** means any of the Settling Proceedings or Ontario Court File No. 40610/02 (London) or No. 42267CP (London) or British Columbia Court File, Vancouver Registry, No. L023727 or No. L032297.
- (54) **Purchase Price** means the aggregate amount paid by the Direct Purchaser or Distributor for Vitamins purchased and delivered in Canada during the Purchase Periods, excluding all other charges such as delivery charges and taxes except that, with respect to Premix, it means 35% of the

aggregate amount paid by the Direct Purchaser or Distributor for Premix purchased and delivered in Canada during the Purchase Period, excluding all other charges such as delivery charges and taxes and except that, with respect to an Excluded Customer, it means the unsettled portion, if any, of the aggregate amount paid for Vitamins (or 35% of the aggregate amount paid for Premix) purchased and delivered in Canada during the Purchase Periods, excluding all other charges such as delivery charges and taxes.

(55) **Purchase Period** means, in respect of each Vitamin, the period indicated for that Vitamin in Schedule A.

(56) **Quebec Action** means Quebec Court (District of Montreal) Action No. 500-06-000083-994, being an action on behalf of Consumers only.

(57) **Quebec Counsel** means Sylvestre Charbonneau Fafard and Unterberg Labelle LeBeau & Morgan.

(58) **Quebec Court** means the Quebec Superior Court.

(59) **Referee** means Reva E. Devins and her successor appointed, from time to time, by the Courts.

(60) **Released Claims** means any and all manner of claims, demands, actions, suits, causes of action, whether class, individual or otherwise in nature, whether personal or subrogated, damages whenever incurred, liabilities of any nature whatsoever, including interest, costs, expenses, class administration expenses, penalties and lawyers' fees, known or unknown, suspected or unsuspected, in law, under statute or in equity, that Releasors, or any of them, whether directly, indirectly, derivatively, or in any other capacity, ever had, now have, or hereafter can, shall, or may have, relating in any way to any conduct from the beginning of time to the date hereof in respect of the purchase, sale, pricing, discounting, marketing or distributing of Vitamin Products in Canada, or relating to any conduct alleged (or which could have been alleged) in the Proceedings, including, without limitation, any such claims which have been asserted (whether by way of a Proceeding, Dismissed Action, Other Action or otherwise), would have been asserted or could have been asserted, whether in Canada or elsewhere, as a result of the purchase of Vitamin Products in Canada.

(61) **Releasees** means, jointly and severally, those Settling Defendants that make the contribution required of them under the terms of this Settlement Agreement, their Affiliated Defendants and all of the Settling Defendants' and Affiliated Defendants' respective present and

former, direct and indirect, parents, subsidiaries, divisions, affiliates, partners, insurers, and all other persons, partnerships or corporations with whom any of the former have been, or are now, affiliated, and their respective past, present and future officers, directors, employees, agents, shareholders, attorneys, trustees, servants and representatives; and the predecessors, successors, purchasers, heirs, executors, administrators and assigns of each of the foregoing.

(62) **Releasors** means, jointly and severally, the Settling Plaintiffs and the Settlement Class Members and all of their respective present and former, direct and indirect, parents, subsidiaries, divisions, affiliates, partners, insurers, and all other persons, partnerships or corporations with whom any of the former have been, or are now, affiliated, and their respective past, present and future officers, directors, employees, agents, shareholders, attorneys, trustees, servants and representatives; and the predecessors, successors, purchasers, heirs, executors, administrators and assigns of each of the foregoing.

(63) **Reporting Date** means a date to be fixed by the Courts.

(64) **Settlement Agreement** means this agreement, including the Recitals and Schedules.

(65) **Settlement Amount** means \$132.45 million, including an amount of \$10 million on account of Class Counsel Fees and Administration Expenses.

(66) **Settlement Class** means, in respect of each Settling Proceeding, the class described for that Settling Proceeding in Schedule A.

(67) **Settlement Class Member** means a member of a Settlement Class who does not validly opt out of that Settlement Class under this Settlement Agreement.

(68) **Settlement Credit** means a credit in respect of a settlement with an Excluded Customer.

(69) **Settlement Share** means, for each Settling Defendant, the amount set out in column 1 of Schedule B, less any applicable Settlement Credits, plus Pre-Deposit Interest.

(70) **Settling Defendants** means the Defendants listed and defined for the purposes of this Settlement Agreement in column 1 of Schedule C but, for greater certainty, does not include Degussa Canada Inc. with respect to the Methionine Actions and any Defaulting Settling Defendant against whom this Settlement Agreement is terminated by the Settling Plaintiffs.

(71) **Settling Plaintiffs** means the plaintiffs in the Settling Proceedings, except for VitaPharm Canada Ltd., in Ontario Court File No. 00-CV-202080CP (biotin), No. 00-CV-200045CP (bulk vitamins) and No. 00-CV-200044CP (niacin); and except for Ritchie Smith Feeds Inc. in British Columbia Court File, Vancouver Registry, No. L003124 (methionine).

(72) **Settling Proceedings** means the Biotin Actions, Bulk Vitamins Actions, Choline Chloride Actions, Methionine Actions, Niacin Actions and the Quebec Action.

(73) **Vitamin Products** means Vitamins and products that directly or indirectly contain or are derived from Vitamins or from animals which had consumed Vitamins.

(74) **Vitamins** means any and all products of the Defendants listed in Schedule A, as well as all blends and forms of these products, and includes Premix.

SECTION 2 – CONDITION PRECEDENT: ONTARIO COURT APPROVAL

Except as provided in section 15, this Settlement Agreement shall be null and void and of no force and effect unless the Ontario Court approves this Settlement Agreement in each of the Settling Proceedings commenced in Ontario and the order so given becomes a Final Order.

SECTION 3 – SETTLEMENT APPROVAL

3.1 Motions for Approval

As soon as practicable after execution of this Settlement Agreement, the Settling Plaintiffs shall bring motions before the Courts:

- (a) for orders substantially in the form set out in Schedules D1, D2, D3 and D4 scheduling an approval hearing in each of the Settling Proceedings commenced in their respective jurisdictions; and
- (b) for orders in the forms set out in Schedules E1, E2, E3 and E4 certifying each of the Settling Proceedings commenced in their respective jurisdictions as a class proceeding and approving this Settlement Agreement provided, however, that the clauses set out below need only be substantially in the form set out at the relevant schedule:
 - (i) Schedule E1—clauses 8, 10, 11, 12, 22, 23, 26, 27, 28, 29, 30(b), 30(c), 31, 33, 34, 35 and 37;
 - (ii) Schedule E2—clauses 8, 10, 11, 12, 19, 20, 23, 24, 25, 26, 27(b), 27(c), 28, 30, 31, 32 and 34;
 - (iii) Schedule E3—clauses 3, 5, 6, 7, 12, 13, 16, 17(b), 17(c), 18 and 20; and
 - (iv) Schedule E4—clauses 3, 5, 6, 7, 12, 13, 16, 17, 18(b), 18(c), 19, 21, 22 and 23.

3.2 Sequence of Motions

The Settling Plaintiffs in British Columbia and Quebec shall not proceed with motions to approve this Settlement Agreement in the Settling Proceedings commenced in their respective jurisdictions unless and until the Ontario Court approves this Settlement Agreement. The approval motions may be filed in British Columbia and Quebec, but British Columbia Counsel, Quebec Counsel and Desmeules agree to seek an adjournment of their approval hearings until after the Ontario Court renders its decisions on the motions for approval brought before it.

3.3 Effect of Non-Approval

Notwithstanding any other terms of this Settlement Agreement, the Settling Defendants may, in their sole and unfettered discretion, elect to terminate this Settlement Agreement in accordance with section 15 if either the British Columbia Court or the Quebec Court fails to approve this Settlement Agreement or any part thereof.

SECTION 4 – SETTLEMENT PAYMENT

4.1 Payment of Settlement Amount

- (1) The Settling Defendants agree to pay the Settlement Amount plus Pre-Deposit Interest less any Settlement Credits in accordance with this Settlement Agreement, in full satisfaction of all of the Released Claims against the Releasees.
- (2) Each Settling Defendant shall pay Pre-Deposit Interest on its proportion of the Settlement Amount to the date of deposit of its Settlement Share with the Escrow Agent.

4.2 Payment of Settlement Shares

Each Settling Defendant shall pay its Settlement Share to the Escrow Agent for deposit into the Account on or before the Deposit Date. The Escrow Agent shall advise Class Counsel and the Settling Defendants within 7 days after the Deposit Date of the Settlement Shares deposited by each Settling Defendant.

4.3 Obligations Several Only

The Settling Defendants' obligations to pay their respective Settlement Shares are several only, and not joint and several, and no Settling Defendant shall for any reason be responsible for or the subject of a claim regarding any deficiency by another Settling Defendant in paying that other Settling Defendant's Settlement Share.

4.4 Directions, Termination, Waiver or Motion for Judgment

- (1) The Settling Plaintiffs may, in their sole and unfettered discretion, bring a motion to the Courts for directions, unilaterally terminate this Settlement Agreement as against any Defaulting Settling Defendant, agree to waive the default, or move for judgment against any Defaulting Settling Defendant.
- (2) Notwithstanding any other terms of this Settlement Agreement, the Settling Plaintiffs may, in their sole and unfettered discretion, elect to terminate this Settlement Agreement as against all Settling Defendants if the monies owing by all Defaulting Defendants pursuant to Schedule B amount in the aggregate to more than \$5 million.
- (3) If the Settling Plaintiffs elect to exercise their right to terminate this Settlement Agreement, then Class Counsel shall give written notice of termination to the Settling Defendants and the Escrow Agent no later than 21 days after Class Counsel are provided with the information required pursuant to section 4.2.

4.5 Investment of Account

Subject to the payment of Non-Refundable Expenses as authorized by this Settlement Agreement, the Escrow Agent shall maintain the balance of the monies paid into the Account and shall invest the monies in accordance with the Investment Directive. The Escrow Agent shall not pay out any of the monies in the Account, except in accordance with the provisions of this Settlement Agreement, without an order of the Ontario Court made on notice to or on consent of the Parties. Provided however, that the Escrow Agent shall pay out of the monies in the Account any overpayments plus post-deposit interest.

4.6 Timing of Payment

The Escrow Agent shall, within 10 days after the date by which the Settling Defendants may terminate this Settlement Agreement without a termination having occurred, pay the principal amount and all accrued interest in the Account and/or transfer any assets in the Account to the Administrator and such payment or transfer shall constitute payment by the Settling Defendants of the Settlement Amount. The Escrow Agent shall give at least 7 days prior written notice to the Settling Defendants of any such payment or transfer.

4.7 Taxes on Interest

- (1) Subject to section 4.7(3), all taxes payable on any interest which accrues in the Account or otherwise in relation to the Settlement Amount, including any interest that accrued in Merck KGaA's solicitors' trust account on amounts held in respect of its proportion of the Settlement

Amount, shall be the responsibility of the Settlement Classes and shall be paid by the Escrow Agent or the Administrator from the Settlement Amount or by the Settlement Class Members as the Administrator shall deem appropriate.

(2) If, following the transfer of the monies in the Account to the Administrator, the Escrow Agent becomes liable to pay any tax on any interest earned on the Settlement Shares while deposited in the Account, the Administrator shall pay such taxes.

(3) If the Escrow Agent pays any portion of a Settlement Share to a Settling Defendant from the Account, the taxes payable on any interest on that portion that is returned to a Settling Defendant shall be the responsibility of that Settling Defendant.

SECTION 5 – NON-REFUNDABLE EXPENSES

5.1 Payments

(1) On behalf of the Settling Defendants, the Escrow Agent shall pay, out of the Account, the following Non-Refundable Expenses which shall constitute non-refundable advances against the Settlement Amount, net of Settlement Credits:

- (a) the cost of the first notice given in accordance with section 13.1 to a maximum of \$150,000;
- (b) the cost of the second notice given in accordance with section 13.2 to a maximum of \$150,000;
- (c) if necessary, the cost of the termination notice given in accordance with section 13.3 to a maximum of \$50,000;
- (d) the reasonable costs for the appointment of a friend of the Court in each jurisdiction to act as objectors' counsel to a maximum of \$15,000;
- (e) if the Courts appoint an Administrator and, thereafter, declare this Settlement Agreement null and void, the reasonable costs for the fees, disbursements and GST of the Administrator, as fixed by the Courts, to a maximum of \$125,000;
- (f) the reasonable costs for the creation of and software support for a settlement website for Settlement Class Members by Class Counsel and the Administrator to a maximum of \$50,000. For greater certainty any amount the Administrator may become eligible for under this section shall be in addition to the fees provided for in sections 5.1(1)(e) or 17.1(3);

- (g) the fees and expenses of economists retained as experts by Class Counsel to assess the fairness of this Settlement Agreement for the purposes of the approval hearings before the Courts to a maximum of \$250,000, as and when invoices are rendered by the economists, provided however that the economists shall not be paid more than \$50,000 for fees and expenses incurred from December 1, 2002, being the date the economists began working on the fairness of the draft Settlement Agreement, to the date this Settlement Agreement is executed by or on behalf of all Parties; and
 - (h) the costs to translate this Settlement Agreement into French to a maximum of \$20,000.
- (2) The Escrow Agent shall give 7 days prior written notice to the Settling Defendants of any proposed payment pursuant to section 5.1(1), together with any document or other material available to support such payment. The Escrow Agent shall then make such payment unless F. Hoffmann-LaRoche Ltd., together with either one of Aventis Animal Nutrition S.A. or BASF Aktiengesellschaft, objects in writing within 7 days.
- (3) If there is a dispute concerning any payment proposed pursuant to section 5.1(1), the Class Counsel Representative may apply to Reva E. Devins as arbitrator for a determination of the dispute, in a summary manner pursuant to a procedure to be determined by the arbitrator without a right of appeal, on notice to the Settling Defendants.
- (4) In no event shall the Escrow Agent or the Settling Defendants be required to pay more than the maximum amounts set out in section 5.1(1) on account of Non-Refundable Expenses prior to the transfer of the Account to the Administrator.

SECTION 6 – DISTRIBUTION OF THE SETTLEMENT AMOUNT AND ACCRUED INTEREST

6.1 Division Into Five Funds

- (1) Subject to the adjustments specified below, the Settlement Amount will be notionally allocated into five funds as follows:
- (a) a Direct Purchaser Fund of \$94.45 million;
 - (b) a Methionine Fund of \$6 million;
 - (c) an Intermediate Purchaser Fund of \$11 million;

- (d) a Consumer Fund of \$11 million; and
 - (e) an Expense Fund of \$10 million.
- (2) The Settlement Amount allocated to the Direct Purchaser Fund and the Methionine Fund shall be reduced by the amount of the Settlement Credits and the Opt Out Refunds applicable to each. The Intermediate Purchaser Fund, the Consumer Fund and the Expense Fund shall not be reduced by reason of any Settlement Credits or Opt Out Refunds.
- (3) The Non-Refundable Expenses shall be charged and allocated to the Expense Fund.
- (4) The Administration Expenses and Class Counsel Fees shall be charged and allocated as provided in sections 6.6 and 18.

6.2 Direct Purchaser Fund

- (1) Settlement Class Members who are Direct Purchasers or Distributors of Vitamins (other than methionine) may claim compensation from the Direct Purchaser Fund.
- (2) Direct Purchasers and Distributors of Vitamins (other than methionine) shall apply to the Administrator for compensation in accordance with the process set out at Schedule M.
- (3) After 90 days from the date fixed by the Courts for persons to opt out of the Settling Proceedings, no Direct Purchaser or Distributor of Vitamins (other than methionine) may apply for compensation from the Direct Purchaser Fund without leave of the Court in the Settling Proceeding in which the Direct Purchaser or Distributor is a Settlement Class Member.
- (4) A Direct Purchaser or Distributor of Vitamins (other than methionine) may, within 30 days after receiving the Administrator's rejection of eligibility or the Administrator's calculation of the Purchase Price of Vitamins (other than methionine), refer that decision for review by the Referee in accordance with the provisions at Schedule H.
- (5) Subject to section 6.2(6), a Settlement Class Member:
- (a) who is a Direct Purchaser shall be paid 12% of the Purchase Price of Vitamins (other than methionine) purchased directly from a Defendant;
 - (b) who is a Direct Purchaser shall be paid 10% of the Purchase Price of Vitamins (other than methionine) purchased directly from a Distributor; and
 - (c) who is a Distributor shall be paid 1% of the Purchase Price of Vitamins (other than methionine) purchased directly from a Defendant.

(6) If the total amount of valid claims on the Direct Purchaser Fund exceeds the amount available for distribution from the Direct Purchaser Fund, the payments to eligible Direct Purchasers and Distributors shall be reduced pro rata.

(7) If there remains a balance in the Direct Purchaser Fund, after payment of Class Counsel Fees, Administration Expenses, Opt Out Refunds and all valid claims in accordance with this section, the balance, less the Administration Expenses Reserve, shall be transferred to and become part of the Consumer Fund to be distributed in accordance with the provisions of this Settlement Agreement.

6.3 Methionine Fund

(1) The balance of the Methionine Fund, after payment of Class Counsel Fees and Administration Expenses, shall be held for the benefit of the Settlement Class Members in the Methionine Actions who are Direct Purchasers or Distributors of methionine and shall be paid as the Courts direct, on motions brought by Class Counsel.

(2) The procedure for applying for compensation from the Methionine Fund shall be determined in such manner and at such time as the Courts direct, on motions brought by Class Counsel.

(3) After such payments as are ordered by the Courts in the Methionine Actions, any remaining balance of the Methionine Fund shall be transferred to and become part of the Consumer Fund to be distributed in accordance with the provisions of this Settlement Agreement.

6.4 Intermediate Purchaser Fund

The balance of the Intermediate Purchaser Fund, after payment of Class Counsel Fees and Administration Expenses, shall be allocated and distributed for the benefit of the Intermediate Purchasers who are Settlement Class Members, cy-près, to the recipients and in the proportions or amounts set out in Schedule F.

6.5 Consumer Fund

The balance of the Consumer Fund, after payment of Class Counsel Fees and Administration Expenses, including any amounts that are transferred to it from the Direct Purchaser Fund, the Methionine Fund or the Expense Fund, shall be allocated and distributed for the benefit of the Consumers who are Settlement Class Members, cy-près, to the recipients and in the proportions or amounts set out in Schedule G.

6.6 Expense Fund

- (1) The Expense Fund shall be used to pay Class Counsel Fees and Administration Expenses.
- (2) If the Expense Fund is insufficient to pay Class Counsel Fees and Administration Expenses, they shall be paid from the other funds in the manner provided in section 18.
- (3) If a balance remains in the Expense Fund after payment of Class Counsel Fees and Administration Expenses, the balance shall be transferred to and become part of the Consumer Fund to be distributed in accordance with the provisions of this Settlement Agreement.

6.7 Holding and Investment of the Settlement Amount

The Administrator shall hold the monies received from the Account in one fund and invest the monies in accordance with the Investment Directive as if they were one fund but keep accounting records and account as if the monies were five separate funds.

6.8 Interest

- (1) Immediately upon the Administrator receiving the monies in the Account, the Administrator shall allocate any Pre-Deposit Interest and any interest that had accrued in the Account pro rata to the amounts allocated to each fund after the reductions for Settlement Credits and Non-Refundable Expenses provided in sections 6.1(2) and (3).
- (2) Any interest accruing on the monies in the hands of the Administrator shall be allocated by the Administrator monthly to each of the five funds pro rata to the balance notionally held in each fund on the last business day of each month.

SECTION 7 – SETTLEMENT CREDITS

7.1 Entitlement

Each Settling Defendant who, up to 30 days prior to the commencement of the approval hearing in Ontario, settles or is the beneficiary of the settlement of Released Claims by an Excluded Customer is entitled to a Settlement Credit. A Settling Defendant is not entitled to a Settlement Credit for a settlement reached less than 30 days before the commencement of the approval hearing in Ontario but may instead claim an Opt Out Refund. For greater certainty, Degussa Canada Inc. is not entitled to a Settlement Credit in respect of any methionine sales made by it or its Affiliated Defendants.

7.2 Calculation

A Settlement Credit shall be calculated as follows:

- (a) 12% of the Purchase Price of Vitamins purchased by a Direct Purchaser directly from the Settling Defendant or its Affiliated Defendants;
- (b) 10% of the Purchase Price of Vitamins purchased by a Direct Purchaser from a Distributor who purchased such Vitamins directly from the Settling Defendant or its Affiliated Defendants;
- (c) 1% of the Purchase Price of Vitamins purchased by a Distributor directly from the Settling Defendant or its Affiliated Defendants;
- (d) if there is a settlement in respect of both the Vitamins purchased by a Distributor and the same Vitamins purchased by a Direct Purchaser from that Distributor, 12% of the Purchase Price of those Vitamins as purchased by the Distributor from the Settling Defendant or its Affiliated Defendants; and
- (e) a Settlement Credit pursuant to section 7.2(c) in respect of Vitamins purchased by a Distributor, together with a Settlement Credit pursuant to section 7.2(b) in respect of the same Vitamins purchased by a Direct Purchaser from that Distributor, shall not exceed 12% of the Purchase Price of those Vitamins as purchased by the Distributor from the Settling Defendant or its Affiliated Defendants.

7.3 Application and Verification

- (1) Each Settling Defendant is entitled to a Settlement Credit in the amount set out for it in column 3 of Schedule B.
- (2) Each Settling Defendant who claims any additional Settlement Credit in the period up to 30 days before the commencement of the approval hearing in Ontario shall, through its counsel, advise the Class Counsel Representative, in confidence, in writing, of the name and address of each Excluded Customer whose settled claim(s) is the basis for the additional Settlement Credit, the date of the settlement with the Excluded Customer and the Purchase Price of the Vitamins for which there was a settlement.

(3) The information required by section 7.3(2) shall be delivered to the Class Counsel Representative no later than 20 days before the commencement of the approval hearing in Ontario.

(4) If a Settling Defendant is in any way prohibited from disclosing the information in respect of a Settlement Credit required by this Settlement Agreement by virtue of the terms of the settlement with its Excluded Customer, then it may make an application to one of the Courts on notice to the Excluded Customer for an order authorizing the release of the information.

(5) If a Settling Defendant claims an additional Settlement Credit in the period up to 30 days before the commencement of the approval hearing in Ontario, and if the Settling Defendant has deposited its full Settlement Share, the Settling Defendant may in writing, with a copy to the Class Counsel Representative, direct the Escrow Agent to pay to it the Settlement Credit plus post-deposit accrued interest, if any. The Escrow Agent shall make the payment if the Class Counsel Representative does not object in writing within 14 days of Class Counsel Representative's receipt of the Settling Defendant's direction to the Escrow Agent.

(6) If there is a dispute concerning any Settlement Credit which is not listed in Schedule B, the Settling Defendant may apply to Reva E. Devins as arbitrator for:

- (a) a determination of the dispute, in a summary manner, pursuant to a procedure to be determined by the arbitrator, without a right of appeal, on notice to the Class Counsel Representative; and
- (b) an order directing the Escrow Agent to pay to it the Settlement Credit plus post-deposit accrued interest, if any. For the purposes of any dispute about the Purchase Price, the types of records listed in section 8.4 shall constitute sufficient proof of the Purchase Price.

7.4 Information to Administrator

(1) Each Settling Defendant who claims a Settlement Credit shall, through its counsel, advise the Administrator, in confidence, in writing, of the name and address of each Excluded Customer whose settled claim(s) was the basis for the Settlement Credit and the Purchase Price of the Vitamins for which there was a settlement.

(2) The information required by section 7.4(1) shall be delivered to the Administrator forthwith following its appointment by the Courts.

SECTION 8 – OPT OUT REFUNDS

8.1 Entitlement

A Settling Defendant shall be entitled to an Opt Out Refund to a maximum of its Settlement Share for any of its or its Affiliated Defendants' Direct Purchaser or Distributor customers who opt out in accordance with this Settlement Agreement, provided that no Settling Defendant shall be entitled to an Opt Out Refund in addition to a Settlement Credit for any Excluded Customer. For greater certainty, Degussa Canada Inc. is not entitled to an Opt Out Refund in respect of any methionine sales made by it or its Affiliated Defendants.

8.2 Calculation

- (1) An Opt Out Refund in respect of Vitamins (other than choline chloride) shall be calculated in the same manner as a Settlement Credit under section 7.2.
- (2) An Opt Out Refund in respect of the Purchase Price of choline chloride shall be discounted by multiplying the amount calculated according to section 7.2 by the fraction that has the total of all Choline Chloride Contributions as its numerator and 11 million as its denominator. The Settling Defendants shall be entitled to share the aggregate of all such discounted Opt Out Refunds in respect of the Purchase Price of choline chloride pro rata to their respective Choline Chloride Contributions without regard to their actual choline chloride sales (if any) and shall be paid in accordance with section 8.3 below.

8.3 Application and Payment

- (1) A Settling Defendant may in writing, with a copy to the Class Counsel Representative, direct the Administrator to pay to it the Opt Out Refund in respect of Vitamins plus post-deposit accrued interest, if any. The Administrator shall pay the Opt Out Refund in respect of Vitamins from the Direct Purchaser Fund within 60 days of receiving an application for an Opt Out Refund if the Class Counsel Representative does not object in writing within 14 days of Class Counsel Representative's receipt of the Settling Defendant's direction to the Administrator.
- (2) If there is any dispute concerning any Opt Out Refund, the Settling Defendant may apply to the Referee for:
 - (a) a determination of the dispute, in a summary manner, pursuant to a procedure to be determined by the Referee, without a right of appeal, on notice to the Class Counsel Representative; and

- (b) an order directing the Administrator to pay to it the Opt Out Refund plus post deposit accrued interest, if any. For the purposes of any dispute about the Purchase Price, the types of records listed in section 8.4 shall constitute sufficient proof of the Purchase Price.

8.4 Verification

(1) The following types of records shall constitute sufficient proof of the Purchase Price for the purpose of the calculation of the Opt Out Refund:

- (a) the Settling Defendant's or its Affiliated Defendants' summary of sales to the Direct Purchaser or Distributor who has opted out (as opposed to original documents);
- (b) the Settling Defendant's or its Affiliated Defendants' original records of sales to the Direct Purchaser or Distributor who opts out, maintained in the usual and ordinary course of business;
- (c) if there are no business records of purchases available from the Settling Defendant or its Affiliated Defendants, the records of the Direct Purchaser or Distributor who has opted out, maintained in the usual and ordinary course of business; or
- (d) such other records from which the required information may be determined.

SECTION 9 – RELEASES AND DISMISSALS

9.1 Release of Releasees

Upon receipt by the Administrator of the monies in the Account, the Releasers forever and absolutely release the Releasees from the Released Claims.

9.2 Release by Releasees

Upon receipt by the Administrator of the monies in the Account, each Releasee forever and absolutely releases each of the other Releasees from any and all claims for contribution or indemnity with respect to the Released Claims.

9.3 Covenant Not To Sue

Notwithstanding section 9.1, for the purposes of the Settling Proceedings commenced in the British Columbia Court and for any Settlement Class Members resident in any province or territory where the release of one tortfeasor is a release of all other tortfeasors, the Releasers do not release the Releasees but instead covenant and undertake not to make any claim in any way

or to threaten, commence, or continue any proceeding in any jurisdiction against the Releasees in respect of or in relation to the Released Claims.

9.4 No Further Claims

The Releasors shall not now or hereafter institute, continue, maintain or assert, either directly or indirectly, whether in Canada or elsewhere, on their own behalf or on behalf of any class or any other person, any action, suit, cause of action, claim or demand against any Releasees or any other person who may claim contribution or indemnity from any Releasee in respect of any Released Claim or any matter related thereto, except for the continuation of the Proceedings against the Non-Settling Defendants.

9.5 Dismissal of Settling Proceedings

Except as otherwise provided in this Settlement Agreement, the Settling Proceedings shall be dismissed as against the Releasees, without costs and with prejudice.

9.6 Dismissal of Other Actions

- (1) Each Settlement Class Member shall be deemed to consent to the dismissal, without costs and with prejudice, of his, her or its Other Actions against the Releasees.
- (2) All Other Actions commenced by any Settlement Class Member in British Columbia, Ontario or Quebec relating to the Released Claims shall be dismissed against the Releasees, without costs and with prejudice.
- (3) Each Direct Purchaser or Distributor who has commenced any Other Actions in Canada other than in British Columbia, Ontario and Quebec must expressly consent to a dismissal of its Other Actions against the Releasees, without costs and with prejudice, and execute a release of the Released Claims against the Releasees before receiving a payment pursuant to this Settlement Agreement.

SECTION 10 – BAR ORDER AND OTHER CLAIMS

10.1 Bar Order

A bar order shall be granted by each of the Courts providing for the following:

- (a) all claims for contribution, indemnity or other claims over, whether asserted or unasserted or asserted in a representative capacity, inclusive of interest, taxes and costs, relating to the Released Claims, which were or could have been brought against a Releasee by any Non-Settling Defendant or any other person or party, or

- by any Releasee against a Non-Settling Defendant, are barred, prohibited and enjoined in accordance with the terms of this section (unless such claim is made in respect of a claim by a person who has validly opted out of a Settlement Class);
- (b) the Settling Plaintiffs shall restrict their joint and several claims against the Non-Settling Defendants such that the Settling Plaintiffs shall be entitled to claim and recover from the Non-Settling Defendants, on a joint and several basis, only:
- (i) those damages, if any, arising from the sales of the Non-Settling Defendants; or
 - (ii) those damages, if any, allocable to the conduct (but not necessarily the sales) of the Non-Settling Defendants in the Choline Chloride Actions, the Quebec Action (insofar as it relates to choline chloride), Ontario Court File. No. 40610/02 (London) and British Columbia Court File, Vancouver Registry, No. L023727; and
 - (iii) those punitive damages, if any, allocable to the conduct of any of the Non-Settling Defendants;
- (c) a Non-Settling Defendant may seek an order from a Court providing for discovery from some or all of the Settling Defendants and/or their Affiliated Defendants as deemed appropriate by the Court; and
- (d) a Non-Settling Defendant may effect service of the motion(s) referred to in section 10.1(c) on a Settling Defendant by service on counsel of record for the Settling Defendant in the Settling Proceeding.

10.2 Claims Against Other Entities Reserved

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

SECTION 11 – EFFECT OF SETTLEMENT

11.1 No Admission of Liability

Neither this Settlement Agreement, nor anything contained herein, shall be interpreted as concessions or admissions of wrongdoing or liability, or as concessions or admissions of the truthfulness of any claim or allegation asserted in the Proceedings. Neither this Settlement

Agreement, nor anything contained herein, shall be used or construed as an admission of any fault, omission, liability or wrongdoing in any statement, release or written document or financial report.

11.2 Agreement Not Evidence

Neither this Settlement Agreement, nor any of its terms or provisions, nor any of the negotiations or proceedings connected with it, nor any related document, nor any other action taken to carry out this Settlement Agreement shall be referred to, offered as evidence or received in evidence in any pending or future civil, criminal or administrative action or proceeding, except in a proceeding to enforce this Settlement Agreement, or to defend against the assertion of Released Claims, or as otherwise required by law.

11.3 Purchase Period Not Admission

Each Settling Defendant accepts the Purchase Period asserted in respect of its Vitamins in the Settling Proceedings in which it or its Affiliated Defendants is a party solely for the purpose of this Settlement Agreement and without any admission that the Purchase Period is correct or that, in fact, any conspiracy occurred in respect of any Vitamin at any time.

11.4 No Further Litigation

- (1) Except as provided in this section, no Class Counsel, nor anyone currently or hereafter employed by, associated with, or a partner with Class Counsel, may directly or indirectly participate or be involved in or in any way assist with respect to any claim made or action commenced by any person which relates to or arises from the Released Claims.
- (2) Section 11.4(1) does not apply to the involvement of any person in the continued prosecution of the Proceedings against any Non-Settling Defendants.
- (3) The information that the Parties disclose or disseminate in connection with the administration of the Settlement Agreement shall not contradict or be inconsistent with the terms of this Settlement Agreement.

SECTION 12 – CERTIFICATION FOR SETTLEMENT ONLY

12.1 Settlement Class and Common Issue

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

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

12.2 Certification Without Prejudice

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

SECTION 13 – NOTICE TO SETTLEMENT CLASSES

13.1 First Notice

The proposed Settlement Classes shall be notified of hearings at which the Courts will be asked to approve the Settlement Agreement, by way of a notice substantially in the form set out in Schedule I. Class Counsel shall cause the notice to be published and distributed, substantially in accordance with the Notice Plan set out in Schedule J, by a date to be set by the Courts.

13.2 Second Notice

The Settlement Classes shall be notified of the certification of each of the Settling Proceedings as a class proceeding and the approval of this Settlement Agreement by a notice, substantially in the form set out in Schedule K. The Administrator shall cause the notice to be published and distributed, substantially in accordance with the Notice Plan set out in Schedule J. In the event this Settlement Agreement is approved by the Courts, the notice shall be published and distributed no later than 30 days after the last such order becomes a Final Order.

13.3 Termination Notice

If this Settlement Agreement is terminated for any reason after the second notice provided for in this section has been published and distributed, a notice of the termination shall be given to the Settlement Classes. The Administrator shall cause the notice, substantially in the form set out in Schedule L, to be published and distributed, substantially in accordance with the Notice Plan set out in Schedule J, by a date to be set by the Courts.

13.4 Advising the Courts

Forthwith after publication and distribution of the notices required by sections 13.1, 13.2 and 13.3, if applicable, the Class Counsel Representative and the Administrator shall file with the Courts affidavits confirming publication and distribution of the notices.

SECTION 14 – OPTING OUT

14.1 Opt Out Mechanism

- (1) A person who wishes to opt out of the Settlement Class in one of the Settling Proceedings must opt out of the Settlement Class in all Settling Proceedings.
- (2) A person may only opt out of the Settling Proceedings by sending a written election to opt out, signed by the person or that person's designee, by prepaid mail, courier or fax to the Administrator at an address to be identified in the Final Orders and the notice set out in Schedule K.
- (3) An election to opt out will only be effective if it is actually received by the Administrator on or before the Opt Out Date.
- (4) A Direct Purchaser's or a Distributor's written election to opt out will have no force and effect unless and until the Direct Purchaser or Distributor also provides to the Administrator, on or before the Opt Out Date:
 - (a) its full name, current address and telephone number;
 - (b) to the extent applicable, the previous name(s) under which it purchased Vitamins from the Settling Defendants, their Affiliated Defendants or from Distributors;
 - (c) the name(s) of each entity from whom it purchased Vitamins;
 - (d) if the Direct Purchaser or Distributor agrees with any Purchase Price information that the Administrator has provided, its written confirmation of agreement; and
 - (e) if the Direct Purchaser or Distributor does not agree with any Purchase Price information that the Administrator has provided, or if no Purchase Price information has been provided by the Administrator:
 - (i) the Purchase Price and the names of all Vitamins it purchased; and
 - (ii) documentation evidencing its Purchase Price of Vitamins, or, if such documentation is unavailable, its written certification to that effect.

14.2 Excluded Customers

(1) An Excluded Customer shall not be required to comply with the provisions of section 14.1. An Excluded Customer shall be deemed to have opted out of the Settlement Class of each Settlement Proceeding in fulfillment of its earlier settlement(s) with a Settling Defendant(s) or its Affiliated Defendants.

(2) Notwithstanding section 14.2(1), an Excluded Customer may remain in any Settlement Class of any Settling Proceeding to the extent permitted by its earlier settlement(s) with a Settling Defendant or its Affiliated Defendants.

14.3 Notification of Number of Opt Outs

On or before the Reporting Date, the Administrator shall report to the Settling Defendants and the Class Counsel Representative and advise as to the names of those persons, if any, who have opted out of the Settling Proceedings, the reasons for the opt out, if known, its best estimate of the total Purchase Price of Vitamins purchased by each person who opted out and a summary of information delivered by each of them pursuant to section 14.1(4).

14.4 Effect of Exceeding Opt Out Threshold

(1) Notwithstanding anything else in this Settlement Agreement, the Settling Defendants may, in their sole and unfettered discretion, subject to section 15.1(1), terminate this Settlement Agreement if the Opt Out Threshold is exceeded.

(2) The following shall not be included in the determination of whether the Opt Out Threshold is exceeded:

- (a) the Purchase Price of Vitamins sales from a Non-Settling Defendant to a person who opts out; and
- (b) the Purchase Price of Vitamins sales from a Settling Defendant to an Excluded Customer deemed to opt out in accordance with section 14.2.

SECTION 15 – TERMINATION OF SETTLEMENT AGREEMENT

15.1 Exercise of Termination Right

(1) Any right of the Settling Defendants to terminate this Settlement Agreement shall be exercised, and any determination of whether any order complies with (or is deemed to comply with) section 3 shall be made, on behalf of all Settling Defendants, only by F. Hoffmann-

LaRoche Ltd. together with either one of Aventis Animal Nutrition S.A. or BASF Aktiengesellschaft.

(2) No Releasee shall make or advance any claim of any kind against F. Hoffmann-LaRoche Ltd., Aventis Animal Nutrition S.A. or BASF Aktiengesellschaft in connection with or arising out of:

- (a) any decision they make or fail to make to exercise or not to exercise a right to terminate this Settlement Agreement; or
- (b) any determination they make or fail to make as to whether any order is or is not in compliance or in deemed compliance with section 3.

15.2 Manner of Termination

(1) If either the British Columbia Court or the Quebec Court fails to approve this Settlement Agreement, and if the Settling Defendants elect to exercise their right to terminate this Settlement Agreement, then F. Hoffmann-LaRoche Ltd. on behalf of the Settling Defendants shall give written notice of termination to the Class Counsel Representative and the Escrow Agent no later than 21 days after such Court's judgment failing to approve this Settlement Agreement and the disposal of all appeals (if any) therefrom or the expiry of the time for taking such appeals.

(2) If the total Purchase Price of Vitamins by Direct Purchasers and Distributors who opt out of the Settling Proceedings exceeds the Opt Out Threshold, and if the Settling Defendants elect to exercise their right to terminate this Settlement Agreement, then F. Hoffmann-LaRoche Ltd. on behalf of the Settling Defendants shall give written notice of termination to the Class Counsel Representative and the Escrow Agent no later than 21 days after the Settling Defendants are provided with the information required pursuant to section 14.3.

15.3 Effect of Termination Generally

(1) Except as provided in sections 15.6 and 16.3, if this Settlement Agreement is terminated for any reason, it shall have no further force and effect, shall not be binding on the Parties and shall not be used as evidence or otherwise in any litigation.

(2) If this Settlement Agreement is terminated for any reason:

- (a) no motion to certify any of the Settling Proceedings as a class action on the basis of this Settlement Agreement or to approve this Settlement Agreement shall proceed; and

- (b) any order certifying a Settling Proceeding as a class action on the basis of the Settlement Agreement and approving this Settlement Agreement shall be set aside and declared null and void and of no force or effect, and anyone shall be estopped from asserting otherwise.

15.4 Payment of Non-Refundable Expenses Following Termination

- (1) If this Settlement Agreement is terminated for any reason, the Escrow Agent shall hold back in the Account an amount equal to the maximum total Non-Refundable Expenses less all Non-Refundable Expenses already paid.
- (2) The Escrow Agent shall thereafter pay all remaining Non-Refundable Expenses that are not in dispute from the monies held back in the Account.
- (3) Any dispute concerning Non-Refundable Expenses shall be dealt with as provided in section 16.3.

15.5 Allocation of Monies in the Account Following Termination

- (1) If the Settlement Agreement is terminated for any reason, the Escrow Agent shall:
 - (a) retain the holdback in the Account for Non-Refundable Expenses;
 - (b) give the Class Counsel Representative and the Settling Defendants 14 days' written notice of its intention to return the monies in the Account, less the holdback for Non-Refundable Expenses; and
 - (c) provide to the Class Counsel Representative and the Settling Defendants a list of all Non-Refundable Expenses paid and any invoices received by the Escrow Agent but not paid.
- (2) If the Settlement Agreement is terminated by the Settling Defendants or is null and void pursuant to section 2, the Escrow Agent shall return to the contributing Settling Defendants, in the proportions they contributed, all monies in the Account other than the holdback for Non-Refundable Expenses.
- (3) If the Settlement Agreement is terminated by the Settling Plaintiffs, then:
 - (a) as among the Settling Defendants, the Defaulting Settling Defendant(s) shall be solely liable for all Non-Refundable Expenses;
 - (b) if the Defaulting Settling Defendant(s) made a partial payment into the Account sufficient to pay the full amount of all Non-Refundable Expenses, the Escrow Agent shall:

- (i) return to each contributing Settling Defendant the monies it contributed plus any post-deposit accrued interest; and
 - (ii) return to the Defaulting Settling Defendant(s) who made a partial payment into the Account any monies it (they) contributed that remain after payment of Non-Refundable Expenses plus any post-deposit accrued interest;
 - (c) if the Defaulting Settling Defendant(s) has not made a partial payment into the Account sufficient to pay all Non-Refundable Expenses, the Escrow Agent shall return to the contributing Settling Defendants, in the proportions they contributed, all monies in the Account other than the holdback for Non-Refundable Expenses; and
 - (d) the contributing Settling Defendants may move for judgment against the Defaulting Settling Defendant(s) for the full amount of any Non-Refundable Expenses paid by the contributing Settling Defendants.
- (4) Once all Non-Refundable Expenses have been paid in full, the Escrow Agent shall give the Class Counsel Representative and the Settling Defendants 14 days' written notice of its intention to return any remaining holdback for Non-Refundable Expenses in the Account and, at the same time, provide to the Class Counsel Representative and the Settling Defendants a list of the additional Non-Refundable Expenses paid since the prior payment pursuant to section 15.5(1).
- (5) The Escrow Agent shall return the balance of the holdback for Non-Refundable Expenses to the contributing Settling Defendants, in the proportions they contributed, if the Class Counsel Representative does not object in writing within 14 days of Class Counsel Representative's receipt of the Escrow Agent's written notice pursuant to section 15.5(4).
- (6) The Escrow Agent shall give the Settling Defendants 14 days written notice of the amounts of any payments it proposes to make under section 15.5.
- (7) If there is any dispute concerning any Non-Refundable Expense or any other payment under section 15.5, the Escrow Agent or any Party may apply to Reva E. Devins as arbitrator for:
- (a) a determination of the dispute, in a summary manner, pursuant to a procedure to be determined by the arbitrator, without a right of appeal, on notice to the Class Counsel Representative; and

- (b) an order directing the Escrow Agent to make any payment necessitated by the arbitrator's decision.

15.6 Survival of Provisions After Termination

If this Settlement Agreement is terminated for any reason, the provisions of sections 4.5, 4.7, 5.1, 11.1, 11.2, 11.3, 12.2, 13.3, 13.4, 15, 16.3, 17.2(9), 19 and the recitals, definitions and Schedules applicable thereto shall survive the termination and continue in full force and effect.

SECTION 16 – SUMMARY ORDERS AND CONSEQUENCES

16.1 If Settlement Agreement is Not Terminated

If all periods within which the Settling Defendants may terminate this Settlement Agreement expire, with no notice of termination having been delivered, the Settling Plaintiffs shall bring motions before each of their respective Courts which shall issue orders declaring that the Final Orders are operative and binding upon the Parties according to their terms.

16.2 Consequences of a Decision not to Terminate following a Refusal to Approve the Settlement Agreement

If the Settling Defendants do not exercise their election to terminate this Settlement Agreement following the British Columbia Court or the Quebec Court's failure to approve the Settlement Agreement, then, each definition, section and Schedule shall be deemed to be herewith amended so as to delete all references and provisions relating to such jurisdiction(s) which declines to approve this Settlement Agreement. No Class Counsel Fees shall be payable from the Settlement Amount in any jurisdiction which declines to approve this Settlement Agreement.

16.3 If Settlement Agreement is Terminated

(1) If the Settlement Agreement is terminated for any reason, the Parties who delivered the notice of termination shall bring motions before each of the Courts which shall issue orders in accordance with section 15.3:

- (a) declaring the Settlement Agreement to be null and void and of no force or effect (except for the provisions set out in section 15.6);
- (b) setting aside any order certifying a Settling Proceeding as a class action on the basis of the Settlement Agreement; and

- (c) determining any dispute relating to unpaid Non-Refundable Expenses and directing that any balance thereafter in the Account be returned to the contributing Settling Defendants.
- (2) If there is any dispute about whether the Parties who delivered the notice of termination have given a valid notice of termination in accordance with the provisions of this Settlement Agreement, then the Courts shall determine that dispute on the motions brought pursuant to section 16.3(1).

SECTION 17 – ADMINISTRATION AND IMPLEMENTATION

17.1 Appointment of Administrator

- (1) The Courts shall appoint the Administrator, to serve until further orders of the Courts, to implement this Settlement Agreement in accordance with its terms, including Schedule M.
- (2) If the Settlement Agreement is terminated for any reason, the Administrator's fees, disbursements and GST for the costs particularized in section 5.1(1)(e) shall not exceed \$125,000.
- (3) If the Courts make a declaration that the Final Orders are operative and binding upon the Parties, the Administrator may pay to itself an amount on account of fees, disbursements and GST not to exceed \$50,000 per month until such time as it has been paid a fixed fee in the amount of \$725,000 (inclusive of the payment it received from the Escrow Agent on account of the section 5.1(1)(e) Non-Refundable Expenses) on account of the administration of this Settlement Agreement in its entirety.

17.2 Information and Assistance

- (1) Each Settling Defendant will make reasonable efforts to compile a list of the names and addresses of Direct Purchasers and Distributors in Canada who purchased Vitamins in Canada from it or its Affiliated Defendants during the Purchase Periods.
- (2) The information required by section 17.2(1) shall be delivered to the Class Counsel Representative within 10 days of the execution of this Settlement Agreement by the Parties.
- (3) The Class Counsel Representative shall use the information provided under section 17.2(2) to advise Direct Purchasers and Distributors of this Settlement Agreement and the date of the approval hearings before the Courts. The Class Counsel Representative shall also provide this information to the Administrator following its appointment by the Courts.

- (4) Each Settling Defendant shall make reasonable efforts to also provide the Purchase Price for each Direct Purchaser or Distributor (other than Excluded Customers) whose total purchases from it or its Affiliated Defendants during the Purchase Periods exceeded \$50,000.
- (5) The information required by section 17.2(4) shall be delivered to the Administrator following its appointment by the Courts.
- (6) Each Settling Defendant shall appoint a person to whom the Administrator may address any requests for information. The Settling Defendants agree to make reasonable efforts to answer any reasonable inquiry from the Administrator.
- (7) Any information obtained or created in the administration of this Settlement Agreement is confidential and, except as required by law, shall be used and disclosed only for the purpose of administering the Settlement Agreement.
- (8) The Administrator may use the information provided under this section to advise Direct Purchasers and Distributors of the approval of the Settlement Agreement, the Opt Out Date and, where available, to provide the Settling Defendants' information on the Purchase Price paid by each Direct Purchaser or Distributor and an estimate of the compensation those Direct Purchasers and Distributors might receive from the Direct Purchaser Fund.
- (9) If this Settlement Agreement is terminated for any reason, all information provided by the Settling Defendants pursuant to this Settlement Agreement shall be returned to them forthwith and no record of the information so provided shall be retained by the Administrator and the Class Counsel Representative in any form whatsoever. Moreover, Class Counsel, and anyone currently or hereafter employed by, associated with or a partner with Class Counsel, may not divulge to anyone for any purpose any information obtained in the course of the negotiations and preparation of this Settlement Agreement, except to the extent such information is otherwise publicly available or otherwise ordered by a court.

17.3 Conclusion of Administration

- (1) Once all of the payments of Administration Expenses contemplated in this Settlement Agreement have been made, the Administrator shall distribute any balance remaining in the Administration Expenses Reserve as the Courts have directed in any order as to Class Counsel Fees or, in the absence of the Courts' direction, to the recipients and in the proportions set out in Schedule G.

(2) Upon the conclusion of the administration, the Administrator shall report by motion to the Courts on the administration and accounting and obtain a discharge from the Courts.

SECTION 18 – CLASS COUNSEL FEES AND DISBURSEMENTS AND ADMINISTRATION EXPENSES

18.1 Class Counsel Fees and Administration Expenses

(1) The \$10 million allocated to the Expense Fund is a payment by the Settling Defendants on account of Class Counsel Fees and Administration Expenses.

(2) The maximum amount the Courts shall allocate for Class Counsel Fees and Administration Expenses is \$18 million.

(3) The maximum amount which Quebec Counsel may seek for their share of Class Counsel Fees is \$2.18 million, inclusive of disbursements and taxes and any advances to them or their Settling Plaintiffs from the Fonds.

(4) Class Counsel Fees and Administration Expenses shall first be paid from the Expense Fund.

(5) If the Courts approve Class Counsel Fees and Administration Expenses which, in total, exceed the \$10 million in the Expense Fund, the excess to a maximum of \$8 million shall be paid from the following funds in the proportions indicated:

- (a) the Direct Purchaser Fund – 80%;
- (b) the Methionine Fund – 4%;
- (c) the Intermediate Purchaser Fund – 8%; and
- (d) the Consumer Fund – 8%.

(6) Class Counsel Fees and Administration Expenses shall constitute a first charge upon and shall be paid as the first payments from each fund.

(7) The payment of Class Counsel Fees and Administration Expenses from the Direct Purchaser Fund shall not be reduced pro rata in the event that valid claims on the Direct Purchaser Fund exceed the amounts available for distribution and are therefore paid on a pro rata basis as provided in section 6.2(6).

(8) Class Counsel Fees for British Columbia Counsel, Ontario Counsel, and Quebec Counsel shall be paid out of the Settlement Amount, as provided in sections 18.1(4) – (7), after approval by the Court with jurisdiction in each Settling Proceeding. The Class Counsel Fees of Desmeules, an affiliate of Siskind, Cromarty, Ivey & Dowler LLP – one of the Ontario Counsel, shall be included in the request for approval of Class Counsel Fees filed with the Ontario Court and paid out of the Settlement Amount, as provided in sections 18.1(4) – (7), after approval by the Ontario Court.

(9) Class Counsel’s motions for approval of their Class Counsel Fees to their respective Courts shall be returnable together with the motions for approval of this Settlement Agreement. Any subsequent motions for approval of any further disbursements incurred by Class Counsel shall be made as each respective Court directs.

(10) As Class Counsel have agreed not to seek an amount in excess of \$18 million for Class Counsel Fees and Administration Expenses, the Settling Defendants will not oppose the approval of Class Counsel Fees and Administration Expenses.

(11) Sections 18.1(9) and (10) are not acknowledgements by Class Counsel that the Settling Defendants have standing on the issue of the reasonableness of Class Counsel Fees and Administration Expenses.

SECTION 19 – MISCELLANEOUS

19.1 Motions for Directions

(1) Any one or more of Class Counsel, a Settling Defendant, the Administrator, the Escrow Agent, the Management Committee or the Class Counsel Representative may apply to the Courts for directions in respect of the implementation and administration of this Settlement Agreement.

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

19.2 Releasees Have No Liability for Administration

Except as provided in sections 17.2 (4) and (6), the Releasees have no responsibility for and no liability whatsoever with respect to the administration of the Settlement Agreement, including the processing and payment of claims by the Administrator and the acts or omissions of the Escrow Agent.

19.3 Headings, etc.

In this Settlement Agreement:

- (a) the division of the Settlement Agreement into sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Settlement Agreement;
- (b) the terms “this Settlement Agreement”, “hereof”, “hereunder” and similar expressions refer to this Settlement Agreement and not to any particular section or other portion of this Settlement Agreement;
- (c) all amounts referred to are in lawful money of Canada; and
- (d) “person” means any legal entity including, but not limited to, individuals, corporations, sole proprietorships, general or limited partnerships, limited liability partnerships, limited liability companies, or governmental or quasi-governmental entities, except when person is used in the phrase “natural persons” in which case it shall mean only individuals.

19.4 Ongoing Jurisdiction

- (1) Each of the Courts shall retain exclusive jurisdiction over each Settling Proceeding commenced in its jurisdiction, the parties thereto and, except as provided in section 18.1(8), the Class Counsel Fees in those Settling Proceedings.
- (2) The Courts shall retain joint jurisdiction over the Methionine Fund and the Expense Fund.
- (3) The British Columbia Court and Ontario Court shall retain joint exclusive jurisdiction over the distribution of the Direct Purchaser Fund, the Intermediate Purchaser Fund and that portion of the Consumer Fund allocated by this Settlement Agreement to all provinces and territories except Quebec. The Quebec Court shall retain exclusive jurisdiction over the distribution of that portion of the Consumer Fund allocated by this Settlement Agreement to Quebec.
- (4) Each Court shall not make any order or give any direction in respect of any matter of joint jurisdiction unless that order or direction is conditional upon a complimentary order or direction being made or given by the other Court(s) with which it shares jurisdiction over that matter.

19.5 Governing Law

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

19.6 Entire Agreement

This Settlement Agreement constitutes the entire agreement among the Parties, and supersedes all prior and contemporaneous understandings, undertakings, negotiations, representations, promises, agreements, agreements in principle and memoranda of understanding in connection herewith. None of the Parties will be bound by any prior obligations, conditions or representations with respect to the subject matter of this Settlement Agreement, unless expressly incorporated herein. This Settlement Agreement may not be modified or amended except in writing and on consent of all Parties hereto and any such modification or amendment must be approved by the Courts with jurisdiction over the matter to which the amendment relates.

19.7 Binding Effect

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

19.8 Survival

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

19.9 Counterparts

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

19.10 Negotiated Agreement

This Settlement Agreement has been the subject of negotiations and discussions among the undersigned, each of which has been represented and advised by competent counsel, so that any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Settlement Agreement shall have no force

and effect. The Parties further agree that the language contained in or not contained in previous drafts of this Settlement Agreement, or any agreement in principle, shall have no bearing upon the proper interpretation of this Settlement Agreement.

19.11 Recitals

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

19.12 Schedules

The Schedules annexed hereto form part of this Settlement Agreement.

19.13 Acknowledgements

Each of the Parties hereby affirms and acknowledges that:

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

19.14 Authorized Signatures

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

19.15 Notice

Where this Settlement Agreement requires a notice or any other communication or document to be given, such notice, communication or document shall be provided by email, facsimile or letter by overnight delivery to the representative of the person to whom notice is being provided, as identified below:

For Settling Plaintiffs and for Class Counsel:

Harvey T. Strosberg, Q.C.
Sutts, Strosberg LLP
Barristers and Solicitors
600-251 Goyeau Street
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Telephone: 519-258-9333
Facsimile: 519-561-6203
Email: harvey@strosbergco.com

J.J. Camp, Q.C.
Camp Fiorante Matthews
4th floor, Randall Building
555 Georgia Street West
Vancouver BC V6B 1Z5

Telephone: 604-689-7555
Facsimile: 604-689-7554
Email: jjcamp@cfmlawyers.ca

Jean-Pierre Fafard
Sylvestre Charbonneau & Fafard
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Montreal QC H4C 2G9

Telephone: 514-937-2881 (ext. 232)
Facsimile: 514-937-6529
Email: jp.fafard@scf.qc.ca

C. Scott Ritchie, Q.C.
Siskind, Cromarty, Ivey & Dowler LLP
Barristers and Solicitors
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Claude Desmeules
Siskinds, Desmeules
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Facsimile: 514-937-6547
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For Aventis:

Aventis Animal Nutrition S.A.
**Davies, Ward, Phillips &
Vineberg LLP**
Barristers and Solicitors
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Attn: Sandra Forbes
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For BASF:

BASF Aktiengesellschaft
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181 Bay Street
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Attn: David W. Kent
Telephone: 416-865-7143
Facsimile: 416-865-7048
Email:
david.kent@mcmillanbinch.com

For Chinook:

Chinook Group Limited
Torys LLP
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3000 - 79 Wellington St. W.
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Attn: Tycho Manson
Telephone: 416-865-7827
Facsimile: 416-865-7380
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And for Aventis:

Aventis Animal Nutrition S.A.
Stephen Reynolds
Vice-President, Aventis
Mailstop SC3-810A
300 Somerset
P.O. Box 6977
Bridgewater, NJ 08807-0977

Telephone: 908-231-2881
Facsimile: 908-243-7220
Email: stephen.reynolds@aventis.com

For Bioproducts:

Bioproducts, Incorporated
Davies Ward Phillips & Vineberg LLP
Barristers and Solicitors
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Email: jdoris@dwpv.com

For Daiichi:

Daiichi Pharmaceutical Company, Ltd.
Davies, Ward, Phillips & Vineberg LLP
Barristers and Solicitors
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Degussa Canada Inc.
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Attn: F. Paul Morrison
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Facsimile: 416-868-0673
Email:
pmorriso@mccarthy.ca

For Eisai:

Eisai Co.,Ltd.
Stikeman Elliott LLP
Barristers and Solicitors
5300 Commerce Court West
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Telephone: 416-869-5507 (Kay)
416-869-5637 (Kolers)
Facsimile: 416-947-0866
Email: k kay@stikeman.com (Kay)
ekolers@stikeman.com (Kolers)

For Lonza:

Lonza AG
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Attn: Donald B. Houston
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For Merck:

Merck KGaA
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Attn: Glenn Zakaib
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Nepera, Inc.
Fasken Martineau DuMoulin LLP
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For Roche:

F. Hoffmann-La Roche Ltd.
Gowling Lafleur Henderson LLP
Barristers and Solicitors
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Ottawa ON K1P 1C3

Attn: William L. Vanveen
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Email: william.vanveen@gowlings.com

For Roussel:

Roussel Canada Inc.
Davies, Ward, Phillips & Vineberg LLP
Barristers and Solicitors
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Attn: Sandra A. Forbes
Telephone: 416-863-0900
Facsimile: 416-863-0871
Email: sforbes@dwpv.com

And for Roussel:

Roussel Canada Inc.
Stephen Reynolds
Vice-President, Aventis
Mailstop SC3-810A
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P.O. Box 6977
Bridgewater NJ 08807-0977

Telephone: 908-231-2881
Facsimile: 908-243-7220
Email: stephen.reynolds@aventis.com

For Takeda:

Takeda Pharmaceutical Company Limited
Bennett Jones LLP
Barristers and Solicitors
Suite 3400, First Canadian Place
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Toronto ON M5X 1A4

Attn: John F. Rook, Q.C.

Telephone: 416-777-4885
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For Escrow Agent and Administrator:

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For Sumitomo:

Sumitomo Chemical Co. Ltd.
Gowling Lafleur Henderson LLP
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Attn: John Callaghan
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For Tanabe:

Tanabe Seiyaku Co. Ltd.
Goodman and Carr, LLP
Barristers and Solicitors
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Attn: Joel Goldenberg

Telephone: 416-595-2300
Facsimile: 416-595-0567
Email: jgoldenberg@goodmancarr.com

For Referee or Arbitrator:

Reva E. Devins
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Telephone: 416-481-9792
Facsimile: 416-482-1928
Email: redevins@sympatico.ca

For Class Counsel Representative:

**Sutts, Strosberg LLP
Barristers and Solicitors
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Windsor ON N9A 6V4**

Attn: Harvey T. Strosberg, Q.C.
Telephone: 519-561-6228
Facsimile: 519-561-6203
Email: harvey@strosbergco.com

19.16 French Translation

A French translation of this Settlement Agreement and all Schedules attached hereto shall be prepared. In the event of any dispute as to the meaning or interpretation of this Settlement Agreement, the English version shall prevail.

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

Glen Ford

“Glen R. Ford”

Fleming Feed Mill Ltd.

By:

“W.B. Fleming”

Name:

Title:

Marcy David

“Marcy David”

Aliments Breton Inc.

By:

“C. Breton”

Name: Christian Breton

Title: President

Roger Awad

“Roger Awad”

Mary Helen Awad

“Mary Helen Awad”

Kristi Cappa

“Kristi Cappa”

Ritchie Smith Feeds, Inc.

By:

“J. R. Reimer”

Name: J. Richard Reimer

Title: Director

Wendy Weberg

“Wendy Weberg”

Option Consommateurs

By:

“J. Desforges”

Name: Jannick Desforges

Title: Resp. Du Service Juridique

André Bernard Guévin

“A. B. Guévin”

Yves Laferrière

“Yves Laferrière”

Top Shelf Feeds Inc.

By:

“Robert Davison”

Name: Robert Davison

Title: President

Aventis Animal Nutrition S.A.

By:

“S. Forbes”

Name: Sandra A. Forbes

Title: Canadian Litigation Counsel

BASF Aktiengesellschaft

By:

“David Kent”

Name: David Kent

Title: Counsel

Bioproducts, Incorporated

By:

“Ernest Vargo”

Name: Ernest Vargo

Title: US Counsel for Bioproducts
Incorporated

**Chinook Group Limited (improperly named
Chinook Group, Ltd.)**

By:

“Tycho Manson”

Name: Tycho Manson

Title: Canadian Litigation Counsel

Daiichi Pharmaceutical Company, Ltd.

By:

“Hiroshi Yamamoto”

Name: Hiroshi Yamamoto
Title: Senior Managing Director,
Daiichi Pharmaceutical Co. Ltd.

Degussa Canada Inc.

By:

“Peter A. Vinocur”

Name: Peter A. Vinocur
Title: General Counsel

Eisai Co.,Ltd.

By:

“N. Deguchi”

Name: Nobus Deguchi
Title: Vice-President Legal Affairs

F. Hoffmann-La Roche Ltd.

By:

“W. Vanveen”

Name: William L. Vanveen
Title: Counsel

Lonza AG

By:

“D. Houston”

Name: Donald B. Houston
Title: Canadian Counsel

Merck KGaA

By:

“Klaus H. Jander”

Name: Klaus H. Jander, Esq.
Clifford Chance US LLP
31 West 52nd Street
New York NY 10019-6131
USA
Title: U.S. Counsel for Merck KGaA

By:

“ppa. Tilman Schmidt-Lorenz ppa. Klaus-Peter
Brandis”

Name: ppa. Dr. Tilman Schmidt-Lorenz
ppa. Klaus-Peter Brandis
Title: Fully Authorized Officers, Merck KGaA

Nepera, Inc.

By:

“Peter E. Thauer”

Name: Peter Thauer

Title: Vice President

Roussel Canada Inc.

By:

“S. Forbes”

Name: Sandra A. Forbes

Title: Canadian Litigation Counsel

Sumitomo Chemical Co. Ltd.

By:

“John Callaghan”

Name: John Callaghan

Title: Counsel to Sumitomo Chemical
Co. Ltd.

**Takeda Pharmaceutical Company Limited
(formerly Takeda Chemical Industries, Ltd.)**

By:

“John Rook”

Name: John F. Rook

Title: Counsel

Tanabe Seiyaku Co. Ltd.

By:

“J. Goldenberg”

Name: Joel Goldenberg

Title: Canadian Litigation Counsel

SCHEDULE A – PROCEEDINGS

Proceeding	Defendants	Settlement Classes	Class Vitamins	Purchase Periods
Biotin Actions	F. Hoffmann-La Roche Ltd., Hoffmann-La Roche Ltd., Roche Holding AG, Hoffmann-La Roche Inc., Roche Vitamins, Inc., Merck KGaA, Lonza A.G., Sumitomo Canada Limited/Limiteé, Sumitomo Chemical Co. Ltd. and Tanabe Seiyaku Co., Ltd.	<p>Ontario: All persons in Canada who purchased Class Vitamins in Canada from October 1, 1991 to September 30, 1995, except the Excluded Persons and persons who are included in British Columbia Court File, Vancouver Registry, No. L003307 and in the Quebec Action.</p> <p>British Columbia: All persons resident in British Columbia who purchased Class Vitamins in Canada from October 1, 1991 to September 30, 1995 except the Excluded Persons.</p>	Vitamin H (biotin) Vitamin B8 (biotin)	01/10/91 – 30/09/95
Bulk Vitamins Actions	F. Hoffmann-La Roche Ltd., Hoffmann-La Roche Limited/Limiteé, Roche Holding AG, Hoffmann-La Roche Inc., Roche Vitamins, Inc., Aventis Animal Nutrition Canada Inc., Aventis Animal Nutrition Inc., Roussel Canada Inc., Hoechst Marion Roussel S.A., Aventis Animal Nutrition S.A., Rhône-Poulenc Canada Inc., Rhône-Poulenc Animal Nutrition Inc., Rhône-Poulenc Inc., BASF Aktiengesellschaft, BASF Corporation, BASF Canada Inc., Eisai Co., Ltd., Takeda Pharmaceutical Company Limited (formerly Takeda Chemical Industries, Ltd.), Takeda Canada Vitamin and Food Inc., Merck KGaA, Daiichi Pharmaceutical Company, Ltd., Reinhard Steinmetz, Dieter Suter, Hugo Strotmann, Andreas Hauri, Kuno Sommer and Roland Brönnimann	<p>Ontario: All persons in Canada who purchased Class Vitamins in Canada in the Purchase Periods except the Excluded Persons, and persons who are included in British Columbia Court File, Vancouver Registry, No. L003292 and in the Quebec Action.</p> <p>British Columbia: All persons resident in British Columbia who purchased Class Vitamins in Canada in the Purchase Periods except the Excluded Persons.</p>	Vitamin A	01/01/90 – 28/02/99
			Vitamin B1 (thiamine)	01/01/91 – 31/12/94
			Vitamin B2 (riboflavin)	01/07/91 – 30/10/95
			Vitamin B5 (calpan)	01/01/91 – 31/12/98
			Vitamin B6 (pyridoxine)	01/01/91 – 30/09/94
			Vitamin B9 (folic acid)	01/01/91 – 31/12/94
			Vitamin B12	01/01/90 – 31/12/97
			Vitamin C	01/01/91 – 31/12/95
			Vitamin E	01/01/90 – 28/02/99
			Beta Carotene	01/10/91 – 31/12/98
			Canthaxanthin	01/01/92 – 31/12/97
Premix	01/01/91 – 31/12/97			

Proceeding	Defendants	Settlement Classes	Class Vitamins	Purchase Periods
Choline Chloride Actions	BASF Aktiengesellschaft, BASF Corporation, BASF Canada Inc., Chinook Group Limited (incorrectly named Chinook Group, Ltd.), Chinook Group, Inc., DCV, Inc., Ducoa L.P., AKZO Nobel Chemicals BV, Bioproducts, Incorporated (incorrectly named Bioproducts, Inc.), Russell Cosburn, J.L. "Pete" Fischer, Antonio Felix, John Kennedy, Robert Samuelson	<p>Ontario: All persons in Canada who purchased Class Vitamins in Canada from January 1, 1988 to December 31, 1998 except the Excluded Persons and persons who are included in British Columbia Court File, Vancouver Registry, No. L002690 and in the Quebec Action.</p> <p>British Columbia: All persons resident in British Columbia who purchased Class Vitamins in Canada from January 1, 1988 to December 31, 1998 except the Excluded Persons.</p>	Vitamin B4 (choline chloride)	01/01/88 – 31/12/98
Methionine Actions	Aventis Animal Nutrition S.A., Rhône-Poulenc Canada Inc., Degussa-Hüls AG, Degussa Corporation, Degussa Canada Inc., Novus International, Inc., Novus International (Canada) Inc., Nippon Soda Co. Ltd., Mitsui & Co., Ltd.	<p>Ontario: All persons in Canada who purchased Class Vitamins in Canada from January 1, 1986 to December 31, 1998 except the Excluded Persons and persons who are included in British Columbia Court File, Vancouver Registry, No. L003124 and in Quebec Court (District of Montreal) Action No. 500-06-000233-045 (formerly Quebec Court (District of Quebec) Action No. 200-06-000011-000).</p> <p>British Columbia: All persons resident in British Columbia who purchased Class Vitamins in Canada from January 1, 1986 to December 31, 1998 except the Excluded Persons.</p> <p>Quebec: All natural persons in Quebec who purchased Class Vitamins in Quebec from January 1, 1986 to December 31, 1998 except the Excluded Persons.</p>	Methionine	01/01/86 – 31/12/98
Niacin Actions	Degussa-Hüls AG, Degussa Corporation, Reilly Industries Inc., Vitachem Company, Lonza A.G., Nepera, Inc., Roger Noack, David Purpi and Degussa Canada Inc.	<p>Ontario: All persons in Canada who purchased Class Vitamins in Canada from January 1, 1992 to March 31, 1998 except the Excluded Persons and persons who are included in British Columbia Court File, Vancouver Registry, No. L003045 and in the Quebec Action.</p> <p>British Columbia: All persons resident in British Columbia who purchased Class Vitamins in Canada from January 1, 1992 to March 31, 1998 except the Excluded Persons.</p>	Vitamin B3 (niacin and niacinimide)	01/01/92 – 31/03/98

Proceeding	Defendants	Settlement Classes	Class Vitamins	Purchase Periods
Quebec Action	Roche Holding Ltd., F. Hoffman-La Roche Ltd., Hoffmann-La Roche, Inc., Hoffmann-La Roche Ltd., Roche Vitamins, Inc., BASF Aktiengesellschaft (incorrectly named BASF A.G.), BASF Canada Inc., BASF Corporation, Aventis S.A., Rhône-Poulenc S.A. (incorrectly named as Rhône-Poulenc, S.A.), Rhône-Poulenc Animal Nutrition S.A. (incorrectly named as Rhône-Poulenc Animal Nutrition), Rhône-Poulenc Inc., Rhône-Poulenc Canada Inc. (incorrectly named as Rhône-Poulenc Canada, Ltd.), Roussel Canada Inc., Alcan Holdings Switzerland Ltd. (formerly Alusuisse-Lonza Holding Ltd.), Lonza Inc., Lonza A.G., Chinook Group Limited (incorrectly named Chinook Group Ltd.), Daiichi Pharmaceutical Company, Ltd. (incorrectly named Daiichi Pharmaceutical Co., Ltd.), Eisai Co., Ltd., Merck KGaA, Takeda Pharmaceutical Company Limited (formerly Takeda Chemical Industries, Ltd.), Degussa-Hüls AG, Nepera Inc., Reilly Industries Inc., Bioproducts, Incorporated (incorrectly named Bioproducts Inc.), DCV Inc., Ducoa L.P., AKZO Nobel Chemicals B.V., UCB S.A.	All natural persons in Quebec who purchased Class Vitamins in Quebec in the relevant Purchase Periods except the Excluded Persons.	All of the above Class Vitamins except methionine	As above

Proceeding	Defendants	Settlement Classes	Class Vitamins	Purchase Periods
Ontario Court File No. 40610/02 (London) and British Columbia Court File, Vancouver Registry, No. L023727	UCB S.A., UCB Chemicals Corporation and UCB, Inc.	Not applicable	Vitamin B4 (choline chloride)	01/01/88 – 31/12/98
Ontario Court File No. 42267/CP (London) and British Columbia Court File, Vancouver Registry, No. L032297	Novus International (Canada) Inc., Nippon Soda Co. Ltd. and Mitsui & Co., Ltd.	Not applicable	Methionine	01/01/86 – 31/12/98

SCHEDULE B – SETTLEMENT SHARES

Settling Defendants	(1) Proportion of Settlement Amount (including Choline Chloride Contribution, if any)	(2) Choline Chloride Contribution	(3) Settlement Credits as of Signing of Agreement
Aventis Animal Nutrition S.A.	\$31,002,183	Not applicable	\$9,687,975.51
BASF Aktiengesellschaft	\$25,931,980	\$1,000,000	\$11,802,177.00
Bioproducts, Incorporated	\$1,000,000	\$1,000,000	Not applicable
Chinook Group Limited	\$1,000,000	\$1,000,000	Not applicable
Daiichi Pharmaceutical Company, Ltd.	\$2,497,906	Not applicable	\$462,562.30
Degussa Canada Inc.	\$1,821,659	Not applicable	\$133,990.68
Eisai Co., Ltd.	\$1,624,286	Not applicable	\$770,475.23
F. Hoffmann-La Roche Ltd.	\$56,663,474	Not applicable	\$16,404,019.36
Lonza AG	\$1,900,932	Not applicable	\$1,409,543.00
Merck KGaA	\$717,897*	Not applicable	Not applicable
Nepera, Inc.	\$126,190	Not applicable	Not applicable
Roussel Canada Inc.	\$299,296	Not applicable	Not applicable
Sumitomo Chemical Co. Ltd.	\$1,651,789	Not applicable	\$530,727.60
Takeda Pharmaceutical Company Limited	\$6,137,989	Not applicable	\$1,235,200.08
Tanabe Seiyaku Co. Ltd.	\$74,419	Not applicable	Not applicable
Total	\$132,450,000	\$3,000,000	\$42,436,670.76

*Principal amount of \$700,000 plus interest actually earned in its solicitors' trust account from November 11, 2001 to February 28, 2003.

SCHEDULE C – SETTLING DEFENDANTS AND THEIR AFFILIATED DEFENDANTS

(1) SETTLING DEFENDANTS	(2) AFFILIATED DEFENDANTS
Aventis Animal Nutrition S.A.	Rhône-Poulenc S.A. Aventis S.A. Rhône-Poulenc Animal Nutrition Inc. Aventis Animal Nutrition Inc. Rhône-Poulenc Inc. Rhône-Poulenc Canada Inc. Rhône-Poulenc Animal Nutrition S.A. Aventis Animal Nutrition Canada Inc.
BASF Aktiengesellschaft	BASF Canada Inc. BASF Corporation
Bioproducts, Incorporated	Not applicable
Chinook Group Limited	Chinook Group, Inc.
Daiichi Pharmaceutical Company, Ltd.	Not applicable
Degussa Canada Inc.	Degussa Corporation Degussa-Hüls AG Vitachem Company
Eisai Co., Ltd.	Not applicable
F. Hoffmann-La Roche Ltd.	Hoffmann-La Roche Limited/Limitée Hoffmann-La Roche Ltd. Roche Holding A.G. Hoffmann-La Roche Inc. Roche Vitamins, Inc. Roche Holding Ltd.
Lonza AG	Lonza Inc. Alcan Holdings Switzerland Ltd. (formerly Alusuisse-Lonza Holding Ltd.)
Merck KGaA	Not applicable
Nepera, Inc.	Not applicable
Roussel Canada Inc.	Hoescht Marion Roussel S.A.
Sumitomo Chemical Co. Ltd.	Sumitomo Canada Limited/Limitée
Takeda Pharmaceutical Company Limited	Takeda Canada Vitamin & Food Inc.
Tanabe Seiyaku Co. Ltd.	Not applicable

SCHEDULE D1 – ONTARIO ACTIONS APPROVAL HEARING SCHEDULING ORDER
ONTARIO
SUPERIOR COURT OF JUSTICE

THE HONOURABLE MR. JUSTICE CUMMING) • THE • DAY
)
) OF DECEMBER, 2004

<p align="center">Court File No. 00-CV-202080CP</p> <p align="center">ONTARIO SUPERIOR COURT OF JUSTICE</p> <p>B E T W E E N:</p> <p align="center">GLEN FORD, VITAPHARM CANADA LTD., FLEMING FEED MILL LTD., and MARCY DAVID</p> <p align="right">Plaintiffs</p> <p align="center">and</p> <p align="center">F. HOFFMANN-LA ROCHE LTD., HOFFMANN-LA ROCHE LTD., MERCK KGaA, LONZA A.G., ALUSUISSE-LONZA CANADA INC., SUMITOMO CHEMICAL CO. LTD., SUMITOMO CANADA LIMITED/LIMITÉE and TANABE SEIYAKU CO., LTD.</p> <p align="right">Defendants</p> <p align="center">Proceeding under the <i>Class Proceedings Act, 1992</i> (Biotin)</p>	<p align="center">Court File No. 00-CV-200045CP</p> <p align="center">ONTARIO SUPERIOR COURT OF JUSTICE</p> <p>B E T W E E N:</p> <p align="center">GLEN FORD, VITAPHARM CANADA LTD., FLEMING FEED MILL LTD., ALIMENTS BRETON INC., ROGER AWAD and MARY HELEN AWAD</p> <p align="right">Plaintiffs</p> <p align="center">and</p> <p align="center">F. HOFFMANN-LA ROCHE LTD., HOFFMANN-LA ROCHE LIMITED/LIMITÉE, RHÔNE- POULENC S.A., AVENTIS ANIMAL NUTRITION S.A., RHÔNE-POULENC CANADA INC., RHÔNE-POULENC ANIMAL NUTRITION INC., RHÔNE-POULENC INC., BASF AKTIENGESELLSCHAFT, BASF CORPORATION, BASF CANADA INC., EISAI CO., LTD., TAKEDA CHEMICAL INDUSTRIES, LTD., TAKEDA CANADA VITAMIN AND FOOD INC., MERCK KGaA, DAIICHI PHARMACEUTICAL COMPANY, LTD., REINHARD STEINMETZ, DIETER SUTER, HUGO STROTMANN, ANDREAS HAURI, KUNO SOMMER and ROLAND BRONNIMANN</p> <p align="right">Defendants</p> <p align="center">Proceeding under the <i>Class Proceedings Act, 1992</i> (Bulk Vitamins)</p>
<p align="center">Court File No. 00-CV-198647CP</p> <p align="center">ONTARIO SUPERIOR COURT OF JUSTICE</p> <p>B E T W E E N:</p> <p align="center">FLEMING FEED MILL LTD., ALIMENTS BRETON INC., GLEN FORD and MARCY DAVID</p> <p align="right">Plaintiffs</p> <p align="center">and</p> <p align="center">BASF AKTIENGESELLSCHAFT, BASF CORPORATION, BASF CANADA INC., CHINOOK GROUP, LTD., DCV, INC., DUCOA L.P., AKZO NOBEL NV, AKZO NOBEL CHEMICALS BV, BIOPRODUCTS, INC., RUSSELL COSBURN, JOHN KENNEDY, ROBERT SAMUELSON, LINDELL HILLING, JOHN L. ("PETE") FISCHER and ANTONIO FELIX</p> <p align="right">Defendants</p> <p align="center">Proceeding under the <i>Class Proceedings Act, 1992</i> (Choline Chloride)</p>	<p align="center">Court File No. 00-CV-201723CP</p> <p align="center">ONTARIO SUPERIOR COURT OF JUSTICE</p> <p>B E T W E E N:</p> <p align="center">GLEN FORD, FLEMING FEED MILL LTD., ALIMENTS BRETON INC., and KRISTI CAPPÀ</p> <p align="right">Plaintiffs</p> <p align="center">and</p> <p align="center">RHÔNE-POULENC S.A., RHÔNE-POULENC CANADA INC., DEGUSSA-HÜLS AG., DEGUSSA CORPORATION, DEGUSSA CANADA INC., NOVUS INTERNATIONAL, INC. and AVENTIS ANIMAL NUTRITION S.A.</p> <p align="right">Defendants</p> <p align="center">Proceeding under the <i>Class Proceedings Act, 1992</i> (Methionine)</p>
<p align="center">Court File No. 00-CV-200044CP</p> <p align="center">ONTARIO SUPERIOR COURT OF JUSTICE</p> <p>B E T W E E N:</p> <p align="center">VITAPHARM CANADA LTD. FLEMING FEED MILL LTD., ALIMENTS BRETON INC., and KRISTI CAPPÀ</p> <p align="right">Plaintiffs</p> <p align="center">and</p> <p align="center">DEGUSSA-HÜLS AG, DEGUSSA CORPORATION, DEGUSSA CANADA INC., REILLY INDUSTRIES INC., REILLY CHEMICALS, S.A., VITACHEM COMPANY, ALUSUISSE-LONZA CANADA INC., LONZA A.G., NEPERA, INCORPORATED, ROGER NOACK and DAVID PURPI</p> <p align="right">Defendants</p> <p align="center">Proceeding under the <i>Class Proceedings Act, 1992</i> (Niacin)</p>	

ORDER

THIS MOTION FOR DIRECTIONS, made by the Settling Plaintiffs in the Ontario Actions, was heard on the • day of December, 2004 at Toronto, Ontario in the presence of counsel for the Settling Plaintiffs and counsel for the Defendants [particularize].

ON BEING ADVISED that certain of the parties in the Ontario Actions have entered into a Settlement Agreement, annexed as Appendix 1, and that the Settlement Agreement is subject to court approval,

ON READING the following:

- (c) the Settlement Agreement, filed; and
- (d) the affidavit of •.

AND ON HEARING the submissions of counsel for the Settling Plaintiffs and Defendants (to be particularized);

AND ON FURTHER HEARING:

- (i) the consent of William Dermody to act as a friend of the court,
- (j) the consent of Deloitte & Touche LLP to act as Escrow Agent; and
- (k) the consent of Harvey T. Strosberg, Q.C. to act as Class Counsel Representative,

1. THIS COURT ORDERS AND DECLARES that, for the purposes of this order, the definitions set out in the Settlement Agreement apply to and are incorporated into this order and, in addition, the following definition also applies:

“**Ontario Actions**” means the following actions in the Ontario Court: No. 00-CV-202080CP (biotin), No. 00-CV-200045CP (bulk vitamins), No. 00-CV-198647CP (choline chloride), No. 00-CV-201723CP (methionine), and No. 00-CV-200044CP (niacin).

2. THIS COURT ORDERS AND DECLARES that it will decide whether to:

- (a) certify the Ontario Actions as class proceedings for settlement purposes and appoint representative plaintiffs;
- (b) approve the Settlement Agreement and the fees and disbursements for Ontario Counsel; and
- (c) dismiss the Ontario Actions against the Settling Defendants and others:

at a hearing to be held on the • day of •, 2005 beginning at 10:00 a.m. eastern at the Court House, 361 University Avenue, Toronto, Ontario (the “Ontario Approval Hearing”).

3. THIS COURT ORDERS that on or before the • day of •, 2005, the members of the Settlement Classes in the Ontario Actions shall be given notice of the Ontario Approval Hearing, substantially in the form

attached as Schedule I to the Settlement Agreement and substantially in the manner set out in Schedule J to the Settlement Agreement.

4. THIS COURT ORDERS that, forthwith after publication and delivery of the notice as required by paragraph 3 of this order, Ontario Counsel shall file with the court affidavit(s) confirming publication of and delivery of the notice in accordance with this order.

5. THIS COURT ORDERS that William Dermody be and is hereby appointed as a friend of the court to receive any written objections from the members of the Settlement Classes in the Ontario Actions, to appear for any objector not otherwise represented at the Ontario Approval Hearing and to report to the court on any written objections.

6. THIS COURT ORDERS AND DECLARES that at the Ontario Approval Hearing the court will consider objections to the Settlement Agreement by members of the Settlement Classes in the Ontario Actions, but only if their objections are sent in written form and received on or before 5:00 p.m. eastern on the • day of •, 2005 by William Dermody at 550 Concession Street, Hamilton, Ontario L8V 1A9, telephone 905-383-3331, fax 905-574-3299, e-mail: bill@inhouselawyers.com.

7. THIS COURT ORDERS AND DECLARES that, without in any way passing on the reasonableness or otherwise of the Settlement Agreement, the following persons are hereby appointed to perform certain duties and responsibilities for the purposes of the Ontario Approval Hearing:

- (a) Harvey T. Strosberg, Q.C. is appointed as the Class Counsel Representative with the duties and responsibilities set out in the Settlement Agreement; and
- (b) Deloitte & Touche LLP is appointed as the Escrow Agent with the duties and responsibilities set out in the Settlement Agreement.

8. THIS COURT ORDERS that the Escrow Agent shall pay from the monies deposited to the Account:

- (a) the costs associated with the notice particularized in paragraph 3 of this order as the costs are incurred provided such payments together with the payments for the notice to be approved in the BC Actions, the Quebec Action and the Quebec Court (District of Montreal) Action No. 500-06-000233-045 (formerly Quebec Court (District of Quebec) Action No. 200-06-000011-000) shall not exceed \$150,000 in the aggregate; and
- (b) the fees, disbursements and GST of Mr. Dermody for his services after they are fixed by the judge hearing the Ontario Approval Hearing on notice to the Settling Plaintiffs and the Settling Defendants in the Ontario Actions provided such payments shall not exceed \$9,000.

9. THIS COURT ORDERS that any one or more of the Settling Plaintiffs in the Ontario Actions, Defendants in the Ontario Actions, the Escrow Agent, the Class Counsel Representative or Mr. Dermody may apply to the court for further directions.

10. THIS COURT ORDERS that the title of proceedings in Ontario Court File No. 00-CV-200045CP (bulk vitamins) be and is hereby amended so as to add Roussel Canada Inc. as a Defendant.

11. THIS COURT ORDERS that a copy of this order be filed in Ontario Court File: No. 00-CV-198647CP (choline chloride), No. 00-CV-200044CP (niacin), No. 00-CV-200045CP (bulk vitamins), No. 00-CV-201723CP (methionine), and No. 00-CV-202080CP (biotin).

JUSTICE

APPENDIX 1

Executed Settlement Agreement to be attached to order in final form.

SCHEDULE D2 – BRITISH COLUMBIA ACTIONS APPROVAL HEARING SCHEDULING ORDER

<p align="center">No. L002690 Vancouver Registry</p> <p align="center">In the Supreme Court of British Columbia</p> <p>Between: Ritchie-Smith Feeds, Inc., Wendy Weberg Plaintiffs</p> <p>and: BASF Aktiengesellschaft, BASF Corporation, BASF Canada Inc., Chinook Group, Ltd., Chinook Group, Inc. DCV, Inc., Ducoa L.P., Akzo Nobel NV, Bioproducts, Inc., Russell Cosburn, John Kennedy, Robert Samuelson, Lindell Hilling, John L. "Pete" Fischer, Antonio Felix and Akzo Nobel Chemicals BV Defendants</p> <p align="center">BROUGHT UNDER THE CLASS PROCEEDINGS ACT, R.S.B.C. 1996 (choline chloride)</p>	<p align="center">No. L003292 Vancouver Registry</p> <p align="center">In the Supreme Court of British Columbia</p> <p>Between: Ritchie-Smith Feeds, Inc., Wendy Weberg Plaintiffs</p> <p>and: Roche Holding AG, F. Hoffmann-LaRoche Ltd., Hoffmann-La Roche, Inc., Roche Vitamins, Inc., Hoffmann-La Roche Limited/Limitee, Aventis Animal Nutrition S.A., Aventis Animal Nutrition Canada Inc., BASF Aktiengesellschaft, BASF Corporation, BASF Canada Inc., Eisai Co. Ltd., Takeda Chemical Industries, Ltd., Takeda Canada Vitamin and Food Inc., Merck KGaA, Daiichi Pharmaceutical Company, Ltd., Reinhard Steinmetz, Dieter Suter, Hugo Strotmann, Andreas Hauri, Kuno Sommer and Roland Brönnimann, Hoechst Marion Roussel S.A., Roussel Canada Inc. Defendants</p> <p align="center">BROUGHT UNDER THE CLASS PROCEEDINGS ACT, R.S.B.C. 1996 c. 50 (bulk vitamins)</p>
<p align="center">No. L003307 Vancouver Registry</p> <p align="center">In the Supreme Court of British Columbia</p> <p>Between: Ritchie-Smith Feeds, Inc. Wendy Weberg Plaintiffs</p> <p>and: Roche Holding AG, F. Hoffmann-La Roche Ltd., Hoffmann-La Roche Ltd., Hoffmann-La Roche Inc., Roche Vitamins, Inc., Merck KGaA, Lonza A.G., Alusuisse-Lonza Canada Inc., Sumitomo Chemical Co. Ltd., Sumitomo Canada Limited/Limitee, Tanabe Seiyaku Co., Ltd. Defendants</p> <p align="center">BROUGHT UNDER THE CLASS PROCEEDINGS ACT, R.S.B.C. 1996 c. 50 (biotin)</p>	<p align="center">No. L003045 Vancouver Registry</p> <p align="center">In the Supreme Court of British Columbia</p> <p>Between: Ritchie-Smith Feeds, Inc. Wendy Weberg Plaintiffs</p> <p>and: Degussa-Hüls AG, Degussa Corporation, Reilly Industries Inc., Reilly Chemicals, S.A. Vitachem Company, Alusuisse-Lonza Canada Inc., Lonza A.G., Nepera, Incorporated, Roger Noack, David Purpi and Degussa Canada Inc. Defendants</p> <p align="center">BROUGHT UNDER THE CLASS PROCEEDINGS ACT, R.S.B.C. 1996 c. 50 (niacin)</p>
<p align="center">No. L003124 Vancouver Registry</p> <p align="center">In the Supreme Court of British Columbia</p> <p>Between: Ritchie-Smith Feeds, Inc., Wendy Weberg and Top Shelf Feeds Inc. Plaintiffs</p> <p>and: Rhône-Poulenc Canada Inc. Degussa-Hüls AG, Degussa Corporation Novus International, Inc., Aventis Animal Nutrition S.A. and Degussa Canada Inc. Defendants</p> <p align="center">BROUGHT UNDER THE CLASS PROCEEDINGS ACT, R.S.B.C. 1996, c. 50 (methionine)</p>	

ORDER

BEFORE THE HONOURABLE MR.
JUSTICE

)
)
)
)

_____, THE _____ DAY OF
DECEMBER, 2004

THE APPLICATION of the plaintiffs coming on for hearing at Vancouver, British Columbia on the ♦ day of December, 2004, and on hearing J.J. Camp, Q.C. and ♦, counsel for the plaintiffs Ritchie Smith Feeds, Inc., Wendy Weberg and Top Shelf Feeds Inc., ♦ counsel for the defendants **[list all defence counsel and defendants]**,

AND ON READING:

- (a) the Settlement Agreement, filed ♦;
- (b) the Order of Mr. Justice Cumming of the Ontario Superior Court of Justice dated December ♦, 2004; and
- (c) the affidavit of ♦;

AND ON BEING ADVISED that:

- (a) certain of the parties in the BC Actions have entered into a Settlement Agreement, annexed as Appendix 1, and that the Settlement Agreement is subject to court approval;
- (b) Andrew Epstein consents to act as a friend of the court;
- (c) Deloitte & Touche LLP consents to act as Escrow Agent; and
- (d) Harvey T. Strosberg, Q.C. consents to act as Class Counsel Representative;

THIS COURT ORDERS THAT:

1. for the purposes of this order, the definitions set out in the Settlement Agreement apply to and are incorporated into this order and, in addition, the following definition also applies:

“BC Actions” means the following actions in the British Columbia Court File, Vancouver Registry: No. L003307 (biotin), No. L003292 (bulk vitamins), No. L002690 (choline chloride), No. L003124 (methionine) and No. L003045 (niacin);

2. it will decide whether to:
- (a) certify the BC Actions as class proceedings for settlement purposes and appoint representative plaintiffs;
 - (b) approve the Settlement Agreement and the fees and disbursements for B.C. Counsel; and
 - (c) dismiss the BC Actions against the Settling Defendants and others:

at a hearing to be held on the ♦ day of ♦, 2005 beginning at 10:00 a.m. pacific at the courthouse at 800 Smithe Street, Vancouver, British Columbia (the “BC Approval Hearing”);

3. on or before the ♦ day of ♦, 2005, the members of the Settlement Classes in the BC Actions shall be given notice of the BC Approval Hearing, substantially in the form attached as Schedule I to the Settlement Agreement, and substantially in the manner set out in Schedule J to the Settlement Agreement;

4. forthwith after publication and delivery of the notice as required by paragraph 3 of this order, BC Counsel shall file with the court affidavit(s) confirming publication of and delivery of the notice in accordance with this order;

5. Andrew Epstein be and is hereby appointed as a friend of the court to receive any written objections from the members of the Settlement Classes in the BC Actions, to appear for any objector not otherwise represented at the BC Approval Hearing and to report to the court on any written objections;

6. at the BC Approval Hearing the court will consider objections to the Settlement Agreement by members of the Settlement Classes in the BC Actions, but only if their objections are sent in written form and received on or before 5:00 p.m. pacific on the ◆ day of ◆, 2005 by Andrew Epstein at Singleton Urguhart, 1200 – 1125 Howe Street, Vancouver, British Columbia, V6Z 2K8, telephone 604-682-7474, fax 604-682-1283, e-mail: ane@singleton.com.

7. without in any way passing on the reasonableness or otherwise of the Settlement Agreement, the following persons are hereby appointed to perform certain duties and responsibilities for the purposes of the BC Approval Hearing:

- (a) Harvey T. Strosberg, Q.C. is appointed as the Class Counsel Representative with the duties and responsibilities set out in the Settlement Agreement; and
- (b) Deloitte & Touche LLP is appointed as the Escrow Agent with the duties and responsibilities set out in the Settlement Agreement;

8. the Escrow Agent shall pay out of the monies deposited to the Account:

- (a) the costs associated with the notice particularized in paragraph 3 of this order as the costs are incurred provided such payments together with the payments for the notice to be approved in the Ontario Actions, the Quebec Action and Quebec Court (District of Montreal) Action No. 500-06-000233-045 (formerly Quebec Court (District of Quebec) Action No. 200-06-000011-000) shall not exceed \$150,000 in the aggregate; and
- (b) the fees, disbursements and GST of Andrew Epstein for his services after they are fixed by the judge hearing the BC Approval Hearing on notice to the Settling Plaintiffs and the Settling Defendants in the BC Actions provided such payments shall not exceed \$3,000;

9. any one or more of the Settling Plaintiffs in the BC Actions, Defendants in the BC Actions, the Escrow Agent, the Class Counsel Representative or Andrew Epstein may apply to the court for further directions.

10. a copy of this order be filed in British Columbia Court File, Vancouver Registry: No. L002690 (choline chloride), No. L003292 (bulk vitamins), No. L003307 (biotin), No. L003045 (niacin) and No. L003124 (methionine).

BY THE COURT

DEPUTY DISTRICT REGISTRAR

APPENDIX 1

Executed Settlement Agreement to be attached to order in final form.

SCHEDULE D3 – QUEBEC METHIONINE ACTION APPROVAL HEARING SCHEDULING ORDER

SUPERIOR COURT

C A N A D A
PROVINCE OF QUÉBEC
DISTRICT OF MONTRÉAL

NO : 500-06-000233-045

DATE : • day of December, 2004

PRESIDING JUDGE: THE HONOURABLE

YVES LAFERRIÈRE
Petitioner;

V.

RHÔNE-POULENC CANADA INC
AND
DEGUSSA-HÜLS AG,
AND
DEGUSSA CORPORATION,
AND
AVENTIS ANIMAL NUTRITION S.A.
AND
NOVUS INTERNATIONAL INC.,
AND
DEGUSSA CANADA INC,
AND
NOVUS INTERNATIONAL (CANADA) INC.
AND
NIPPON SODA CO. LTD;
AND
MITSUI & CO. LTD
Defendants;

JUDGMENT

THIS MOTION FOR AUTHORIZATION, made by the Petitioner in this action (the “Quebec Methionine Action”), was heard on the • day of December, 2004 at Montreal, Quebec in the presence of counsel for the Petitioner and counsel for the Defendants (particularize).

ON BEING ADVISED that certain of the parties in the Quebec Methionine Action have entered into a Settlement Agreement, annexed as Appendix 1, and that the Settlement Agreement is subject to court approval,

ON READING:

- (a) the Settlement Agreement, filed, and
- (b) the order of Mr. Justice Cumming of the Ontario Superior Court of Justice dated December ◆, 2004,

AND ON HEARING the submissions of counsel for the Petitioner and Defendants [to be particularized],

AND ON FURTHER HEARING:

- (e) the consent of Helene Guay to act as a friend of the court,
- (f) the consent of Deloitte & Touche LLP to act as Escrow Agent; and
- (g) the consent of Harvey T. Strosberg, Q.C. to act as Class Counsel Representative,

1. THIS COURT ORDERS AND DECLARES that, for the purposes of this order, the definitions set out in the Settlement Agreement apply to and are incorporated into this order and, in addition, the following definition also applies:

“Quebec Methionine Counsel” means Siskinds, Desmeules.

2. THIS COURT ORDERS AND DECLARES that it will decide whether to:

- (a) grant the Motion for Authorization and appoint a representative plaintiff for the sole purpose of approving the settlement;
- (b) approve the Settlement Agreement; and
- (c) declare the Quebec Methionine Action settled against the Settling Defendant and others;

at a hearing to be held on the * day of *, 2005 beginning at 10:00 a.m. eastern at the Court House, 1 Rue Notre Dame East, Montreal, Quebec (the “Motion for Authorization”).

3. THIS COURT ORDERS THAT on or before the * day of *, 2005, the members of the Settlement Class in the Quebec Methionine Action shall be given notice of the Motion for Authorization, substantially in the form attached as Schedule I to the Settlement Agreement and substantially in the manner set out in Schedule J to the Settlement Agreement.

4. THIS COURT ORDERS that, forthwith after publication and delivery of the notice as required by paragraph 3 of this order, Quebec Methionine Counsel shall file with the court affidavit(s) confirming publication of and delivery of the notice in accordance with this order.

5. THIS COURT ORDERS that Helene Guay be and is hereby appointed as a friend of the court to receive any written objections from the members of the Settlement Class in the Quebec Methionine Action, to appear for any objector not otherwise represented at the Motion for Authorization and to report to the court on any written objections.

6. THIS COURT ORDERS AND DECLARES that at the Motion for Authorization the Court will consider objections to the Settlement Agreement by members of the Settlement Class in the Quebec Methionine Action, but only if their objections are sent in written form and received on or before 5:00 p.m. eastern on the * day of *, 2005 by Helene Guay at 200 avenue Laurier West, Bur. 475, Montreal, Quebec, H2T 2N8, telephone 514-272-1164 extn. 3, fax 514-272-5447, email: helene.guay@biz.videotron.ca.

7. THIS COURT ORDERS AND DECLARES that, without in any way passing on the reasonableness or otherwise of the Settlement Agreement, the following persons are hereby appointed to perform certain duties and responsibilities for the purposes of the Motion for Authorization:

- (a) Harvey T. Strosberg, Q.C. is appointed as the Class Counsel Representative with the duties and responsibilities set out in the Settlement Agreement; and
- (b) Deloitte & Touche LLP is appointed as the Escrow Agent with the duties and responsibilities set out in the Settlement Agreement.

8. THIS COURT ORDERS that the Escrow Agent shall pay from the monies deposited to the Account:

- (a) the costs associated with the notice particularized in paragraph 3 of this order as the costs are incurred provided such payments together with payments for the notice to be approved in the BC Actions, the Ontario Actions and the Quebec Court (District of Montreal) Action No. 500-06-000083-994 (the "Quebec Action") shall not exceed \$150,000 in the aggregate; and
- (b) the fees, disbursements and applicable taxes of Helene Guay for her services after they are fixed by the Court hearing the Motion for Authorization on notice to the Petitioner and the Settling Defendant in the Quebec Methionine Action and the Petitioners and the Settling Defendants in the Quebec Action provided such payment shall not exceed \$3,000 in the aggregate.

9. THIS COURT ORDERS that any one or more of the Petitioner in the Quebec Methionine Action, Defendants in the Quebec Methionine Action, the Escrow Agent, the Class Counsel Representative or Helene Guay may apply to the court for further directions.

, S.C.J.

APPENDIX 1

Executed Settlement Agreement to be attached to judgment in final form.

SCHEDULE D4 – QUEBEC ACTION APPROVAL HEARING SCHEDULING ORDER

SUPERIOR COURT

CANADA
PROVINCE OF QUÉBEC
DISTRICT OF MONTRÉAL

NO : **500-06-000083-994**

DATE : • day of December, 2004

PRESIDING JUDGE: THE HONOURABLE

OPTION CONSOMMATEURS

Petitioner;

AND

ANDRÉ BERNARD GUÉVIN

Petitioner;

V.

ROCHE HOLDING LTD

AND

F. HOFFMANN-LA ROCHE LTD

AND

HOFFMANN-LA ROCHE INC.

AND

HOFFMANN-LA ROCHE LTD

AND

ROCHE VITAMINS INC.

AND

BASF A.G.

AND

BASF CANADA INC.

AND

BASF CORPORATION

AND

AVENTIS S.A.

AND

RHÔNE-POULENC S.A.

AND

RHÔNE-POULENC ANIMAL NUTRITION

AND

RHÔNE-POULENC INC.

AND

RHÔNE-POULENC CANADA LTD

AND
ROUSSEL CANADA INC.
AND
ALUSUISSE-LONZA HOLDING LTD
AND
LONZA INC.
AND
LONZA A.G.
AND
CHINOOK GROUP LTD
AND
DAIICHI PHARMACEUTICAL CO LTD
AND
EISAI CO LTD
AND
MERCK KGaA
AND
TAKEDA CHEMICAL INDUSTRIES LTD
AND
DEGUSSA-HÜLS AG
AND
NEPERA INCORPORATED
AND
REILLY INDUSTRIES INC.
AND
BIOPRODUCTS INC.
AND
DCV INC.
AND
DUCOA L.P.
AND
AKZO NOBEL CHEMICALS B.V.
AND
UCB S.A.
Defendants;

JUDGMENT

THIS MOTION FOR AUTHORIZATION, made by the Petitioners in this action (the “Quebec Action”), was heard on the • day of December, 2004 at Montreal, Quebec in the presence of counsel for the Petitioners and counsel for the Defendants [particularize].

ON BEING ADVISED that certain of the parties in the Quebec Action have entered into a Settlement Agreement, annexed as Appendix 1, and that the Settlement Agreement is subject to court approval,

ON READING:

- (a) the Settlement Agreement, filed; and

- (b) the Order of Mr. Justice Cumming of the Ontario Superior Court of Justice dated December ◆, 2004,

AND ON HEARING the submissions of counsel for the Petitioners and Defendants [to be particularized],

AND ON FURTHER HEARING:

- (a) the consent of Helene Guay to act as a friend of the court,
- (b) the consent of Deloitte & Touche LLP to act as Escrow Agent; and
- (c) the consent of Harvey T. Strosberg, Q.C. to act as Class Counsel Representative,

1. THIS COURT ORDERS AND DECLARES that, for the purposes of this order, the definitions set out in the Settlement Agreement apply to and are incorporated into this order.

2. THIS COURT ORDERS AND DECLARES that it will decide whether to:

- (a) grant the Motion for Authorization and appoint representative plaintiffs for the sole purpose of approving the settlement;
- (b) approve the Settlement Agreement and the fees and disbursements for Quebec Counsel; and
- (c) declare the Quebec Action settled against the Settling Defendants and others;

at a hearing to be held on the * day of *, 2005 beginning at 10:00 a.m. eastern at the Court House, 1 Rue Notre Dame East, Montreal, Quebec (the “Motion for Authorization”).

3. THIS COURT ORDERS THAT on or before the * day of *, 2005, the members of the Settlement Class in the Quebec Action shall be given notice of the Motion for Authorization, substantially in the form attached as Schedule I to the Settlement Agreement and substantially in the manner set out in Schedule J to the Settlement Agreement.

4. THIS COURT ORDERS that, forthwith after publication and delivery of the notice as required by paragraph 3 of this order, Quebec Counsel shall file with the court affidavit(s) confirming publication of and delivery of the notice in accordance with this order.

5. THIS COURT ORDERS that Helene Guay be and is hereby appointed as a friend of the court to receive any written objections from the members of the Settlement Class in the Quebec Action, to appear for any objector not otherwise represented at the Motion for Authorization and to report to the court on any written objections.

6. THIS COURT ORDERS AND DECLARES that at the Motion for Authorization the Court will consider objections to the Settlement Agreement by members of the Settlement Class in the Quebec Action, but only if their objections are sent in written form and received on or before 5:00 p.m. eastern on the * day of *, 2005 by Helene

Guay at 200 avenue Laurier West, Bur. 475, Montreal, Quebec, H2T 2N8, telephone 514-272-1164 extn. 3, fax 514-272-5447, email: helene.guay@biz.videotron.ca.

7. THIS COURT ORDERS AND DECLARES that, without in any way passing on the reasonableness or otherwise of the Settlement Agreement, the following persons are hereby appointed to perform certain duties and responsibilities for the purposes of the Motion for Authorization:

- (a) Harvey T. Strosberg, Q.C. is appointed as the Class Counsel Representative with the duties and responsibilities set out in the Settlement Agreement; and
- (b) Deloitte & Touche LLP is appointed as the Escrow Agent with the duties and responsibilities set out in the Settlement Agreement.

8. THIS COURT ORDERS that the Escrow Agent shall pay from the monies deposited to the Account:

- (a) the costs associated with the notice particularized in paragraph 3 of this order as the costs are incurred provided such payments together with the payments for the notice to be approved in the BC Actions, the Ontario Actions and the Quebec Court (District of Montreal) Action No. 500-06-000233-045 (formerly Quebec Court (District of Quebec) Action No. 200-06-000011-000) (the “Quebec Methionine Action”) shall not exceed \$150,000 in the aggregate; and
- (b) the fees, disbursements and applicable taxes of Helene Guay for her services after they are fixed by the Court hearing the Motion for Authorization on notice to the Petitioners and the Settling Defendants in the Quebec Action and the Petitioner and the Settling Defendant in the Quebec Methionine Action provided such payments shall not exceed \$3,000 in the aggregate.

9. THIS COURT ORDERS that any one or more of the Petitioners in the Quebec Action, Defendants in the Quebec Action, the Escrow Agent, the Class Counsel Representative or Helene Guay may apply to the court for further directions.

10. THIS COURT ORDERS that the title of proceedings herein be and is hereby amended so as to add Degussa Canada Inc., Sumitomo Chemical Co. Ltd. and Tanabe Seiyaku Co. Ltd. as Defendants.

, S.C.J.

APPENDIX 1

Executed Settlement Agreement to be attached to judgment in final form.

SCHEDULE E1 – ONTARIO ACTIONS APPROVAL AND CERTIFICATION ORDER
ONTARIO
SUPERIOR COURT OF JUSTICE

THE HONOURABLE MR. JUSTICE CUMMING) • THE • DAY
)
) OF •, 2005

<p style="text-align: center;">Court File No. 00-CV-202080CP</p> <p style="text-align: center;">ONTARIO SUPERIOR COURT OF JUSTICE</p> <p>B E T W E E N:</p> <p style="text-align: center;">GLEN FORD, VITAPHARM CANADA LTD., FLEMING FEED MILL LTD., and MARCY DAVID</p> <p style="text-align: right;">Plaintiffs</p> <p style="text-align: center;">and</p> <p style="text-align: center;">F. HOFFMANN-LA ROCHE LTD., HOFFMANN-LA ROCHE LTD., MERCK KGaA, LONZA A.G., ALUSUISSE-LONZA CANADA INC., SUMITOMO CHEMICAL CO. LTD., SUMITOMO CANADA LIMITED/LIMITÉE and TANABE SEIYAKU CO., LTD.</p> <p style="text-align: right;">Defendants</p> <p style="text-align: center;">Proceeding under the <i>Class Proceedings Act, 1992</i> (Biotin)</p>	<p style="text-align: center;">Court File No. 00-CV-200045CP</p> <p style="text-align: center;">ONTARIO SUPERIOR COURT OF JUSTICE</p> <p>B E T W E E N:</p> <p style="text-align: center;">GLEN FORD, VITAPHARM CANADA LTD., FLEMING FEED MILL LTD., ALIMENTS BRETON INC., ROGER AWAD and MARY HELEN AWAD</p> <p style="text-align: right;">Plaintiffs</p> <p style="text-align: center;">and</p> <p style="text-align: center;">F. HOFFMANN-LA ROCHE LTD., HOFFMANN-LA ROCHE LIMITED/LIMITÉE, RHÔNE-POULENC S.A., AVENTIS ANIMAL NUTRITION S.A., RHÔNE-POULENC CANADA INC., RHÔNE-POULENC ANIMAL NUTRITION INC., RHÔNE-POULENC INC., BASF AKTIENGESELLSCHAFT, BASF CORPORATION, BASF CANADA INC., EISAI CO., LTD., TAKEDA CHEMICAL INDUSTRIES, LTD., TAKEDA CANADA VITAMIN AND FOOD INC., MERCK KGaA, DAICHI PHARMACEUTICAL COMPANY, LTD., ROUSSEL CANADA INC., REINHARD STEINMETZ, DIETER SUTER, HUGO STROTSMANN, ANDREAS HAURI, KUNO SOMMER and ROLAND BRONNIMANN</p> <p style="text-align: right;">Defendants</p> <p style="text-align: center;">Proceeding under the <i>Class Proceedings Act, 1992</i> (Bulk Vitamins)</p>
<p style="text-align: center;">Court File No. 00-CV-198647CP</p> <p style="text-align: center;">ONTARIO SUPERIOR COURT OF JUSTICE</p> <p>B E T W E E N:</p> <p style="text-align: center;">FLEMING FEED MILL LTD., ALIMENTS BRETON INC., GLEN FORD and MARCY DAVID</p> <p style="text-align: right;">Plaintiffs</p> <p style="text-align: center;">and</p> <p style="text-align: center;">BASF AKTIENGESELLSCHAFT, BASF CORPORATION, BASF CANADA INC., CHINOOK GROUP, LTD., DCV, INC., DUCOA L.P., AKZO NOBEL NV, AKZO NOBEL CHEMICALS BV, BIOPRODUCTS, INC., RUSSELL COSBURN, JOHN KENNEDY, ROBERT SAMUELSON, LINDELL HILLING, JOHN L. ("PETE") FISCHER and ANTONIO FELIX</p> <p style="text-align: right;">Defendants</p> <p style="text-align: center;">Proceeding under the <i>Class Proceedings Act, 1992</i> (Choline Chloride)</p>	<p style="text-align: center;">Court File No. 00-CV-201723CP</p> <p style="text-align: center;">ONTARIO SUPERIOR COURT OF JUSTICE</p> <p>B E T W E E N:</p> <p style="text-align: center;">GLEN FORD, FLEMING FEED MILL LTD., ALIMENTS BRETON INC., and KRISTI CAPPÀ</p> <p style="text-align: right;">Plaintiffs</p> <p style="text-align: center;">and</p> <p style="text-align: center;">RHÔNE-POULENC S.A., RHÔNE-POULENC CANADA INC., DEGUSSA-HÜLS AG., DEGUSSA CORPORATION, DEGUSSA CANADA INC., NOVUS INTERNATIONAL, INC. and AVENTIS ANIMAL NUTRITION S.A.</p> <p style="text-align: right;">Defendants</p> <p style="text-align: center;">Proceeding under the <i>Class Proceedings Act, 1992</i> (Methionine)</p>
<p style="text-align: center;">Court File No. 00-CV-200044CP</p> <p style="text-align: center;">ONTARIO SUPERIOR COURT OF JUSTICE</p> <p>B E T W E E N:</p> <p style="text-align: center;">VITAPHARM CANADA LTD. FLEMING FEED MILL LTD., ALIMENTS BRETON INC., and KRISTI CAPPÀ</p> <p style="text-align: right;">Plaintiffs</p> <p style="text-align: center;">and</p> <p style="text-align: center;">DEGUSSA-HÜLS AG, DEGUSSA CORPORATION, DEGUSSA CANADA INC., REILLY INDUSTRIES INC., REILLY CHEMICALS, S.A., VITACHEM COMPANY, ALUSUISSE-LONZA CANADA INC., LONZA A.G., NEPERA, INCORPORATED, ROGER NOACK and DAVID PURPI</p> <p style="text-align: right;">Defendants</p> <p style="text-align: center;">Proceeding under the <i>Class Proceedings Act, 1992</i> (Niacin)</p>	

JUDGMENT

THIS MOTION, made by the Settling Plaintiffs for certification of the Ontario Actions as class proceedings and for judgment pursuant to subsection 29(2) of the *Class Proceedings Act, 1992* in accordance with the terms of the Settlement Agreement, was heard on •, 2005 at Toronto, Ontario (the "Ontario Approval Hearing").

ON READING the following:

- (a) the notice of motion and record returnable •, 2005;
- (b) the Settlement Agreement, filed,
- (c) the letter from the counsel to the Public Guardian and Trustee, filed;
- (d) the letter from the counsel to the Children's Lawyer, filed; and
- (e) the affidavits of :
 - (i) ;
 - (ii) ;
 - (iii) ;
 - (iv) ; and
 - (v) .

AND ON HEARING the submissions of counsel for the Settling Plaintiffs, Defendants (to be particularized) and William Dermody, the friend of the court,

AND ON BEING ADVISED that while Degussa Canada Inc. is a Settling Defendant in the Ontario Niacin Action, it is a Non-Settling Defendant in the Ontario Methionine Action,

AND ON BEING FURTHER ADVISED that:

- (a) the Settling Plaintiffs in the Ontario Actions consent to this judgment;
- (b) the Settling Defendants in the Ontario Actions consent to this judgment;

- (c) Deloitte & Touche LLP consents to being appointed Administrator;
- (d) Reva E. Devins consents to being appointed Referee; and
- (e) Harvey T. Strosberg, Q.C., J.J. Camp, Q.C., Claude Desmeules and William L. Vanveen consent to being appointed to the Management Committee.

AND without any admission of liability on the part of any of the Settling Defendants, all Settling Defendants having denied liability,

1. THIS COURT ORDERS AND DECLARES that for the purposes of this judgment, the definitions set out in the Settlement Agreement apply to and are incorporated into this judgment and, in addition, the following definitions also apply:

- (a) **“Ontario Actions”** means the Ontario Biotin Action, the Ontario Bulk Vitamins Action, the Ontario Choline Chloride Action, the Ontario Methionine Action and the Ontario Niacin Action;
- (b) **“Ontario Biotin Action”** means Ontario Court File No. 00-CV-202080CP;
- (c) **“Ontario Bulk Vitamins Action”** means Ontario Court File No. 00-CV-200045CP;
- (d) **“Ontario Choline Chloride Action”** means Ontario Court File No. 00-CV-198657CP;
- (e) **“Ontario Methionine Action”** means Ontario Court File No. 00-CV-201723CP;
- (f) **“Ontario Niacin Action”** means Ontario Court File No. 00-CV-200044CP;
- (g) **“Ontario Releasers”** means, jointly and severally, the Settling Plaintiffs and the Settlement Class Members in the Ontario Actions and their respective present and former, direct and indirect, parents, subsidiaries, divisions, affiliates, partners, insurers, and all other persons, partnerships or corporations with whom any of the former have been, or are now, affiliated, and their respective past, present and future officers, directors, employees, agents, shareholders, attorneys, trustees, servants and representatives; and the predecessors, successors, purchasers, heirs, executors, administrators and assigns of each of the foregoing;
- (h) **“Released Ontario Claims”** means any and all manner of claims, demands, actions, suits, causes of action, whether class, individual or otherwise in nature, whether personal or subrogated, damages whenever incurred, liabilities of any nature whatsoever, including interest, costs, expenses, class administration expenses, penalties and lawyers’ fees, known or unknown, suspected or unsuspected, in law, under statute or in equity, that Ontario Releasers, or any of them, whether directly, indirectly, derivatively, or in any other capacity, ever had, now have, or hereafter can, shall, or may have, relating in any way to any conduct from the beginning of time to the date hereof in respect of the purchase, sale, pricing, discounting, marketing or distributing of Vitamins Products in Canada, or relating to any conduct alleged (or which could have been alleged) in the Ontario Actions, including, without limitation, any such claims which have been asserted (whether by way of a Proceeding, Dismissed Action, Other Action or otherwise), would have been asserted or could have been asserted, whether in Canada or elsewhere, as a result of the purchase of Vitamin Products in Canada; and
- (i) **“Settlement Agreement”** means the Settlement Agreement as amended in the form attached as Appendix 1 to this judgment.

2. THIS COURT ORDERS that:

(a) the Ontario Biotin Action is hereby certified as a class proceeding against F. Hoffmann-La Roche Ltd., Lonza AG, Merck KGaA, Sumitomo Chemical Co. Ltd. and Tanabe Seiyaku Co. Ltd., the Settling Defendants therein;

(b) the Settlement Class in the Ontario Biotin Action is defined as:

All persons in Canada who purchased Class Vitamins in Canada from October 1, 1991 to September 30, 1995, except the Excluded Persons and persons who are included in British Columbia Court File, Vancouver Registry, No. L003307 and in Quebec Court (District of Montreal) Action No. 500-06-000083-994;

(c) Marcy David, Fleming Feed Mill Ltd. and Glen Ford are hereby appointed as the representative plaintiffs in the Ontario Biotin Action; and

(d) the common issue in the Ontario Biotin Action is:

Did the Settling Defendants and their Affiliated Defendants in the Ontario Biotin Action agree to fix, raise, maintain or stabilize the prices of, or allocate markets and customers for, biotin in Canada from October 1, 1991 to September 30, 1995?

3. THIS COURT ORDERS that:

(a) the Ontario Bulk Vitamins Action is hereby certified as a class proceeding against Aventis Animal Nutrition S.A., BASF Aktiengesellschaft, Daiichi Pharmaceutical Company, Ltd., Eisai Co. Ltd., F. Hoffmann-La Roche Ltd., Merck KGaA, Roussel Canada Inc. and Takeda Pharmaceutical Company Limited (formerly Takeda Chemical Industries, Ltd.), the Settling Defendants therein;

(b) the Settlement Class in the Ontario Bulk Vitamins Action is defined as:

All persons in Canada who purchased Class Vitamins in Canada in the relevant Purchase Periods indicated, except the Excluded Persons and persons who are

included in British Columbia Court File, Vancouver Registry, No. L003292 and in Quebec Court (District of Montreal) Action No. 500-06-000083-994:

Class Vitamin	Purchase Period	Class Vitamin	Purchase Period
A	01/01/90 – 28/02/99	B12	01/01/90 – 31/12/97
B1 (thiamine)	01/01/91 – 31/12/94	Beta carotene	01/10/91 – 31/12/98
B2 (riboflavin)	01/07/91 – 31/10/95	C	01/01/91 – 31/12/95
B5 (calpan)	01/01/91 – 31/12/98	Canthaxanthin	01/01/92 – 31/12/97
B6 (pyridoxine)	01/01/91 – 30/09/94	E	01/01/90 – 28/02/99
B9 (folic acid)	01/01/91 – 31/12/94	Premix	01/01/91 – 31/12/97

(c) Aliments Breton Inc., Mary Helen Awad, Roger Awad, Fleming Feed Mill Ltd. and Glen Ford are hereby appointed as the representative plaintiffs in the Ontario Bulk Vitamins Action; and

(d) the common issue in the Ontario Bulk Vitamins Action is:

Did the Settling Defendants and their Affiliated Defendants in the Ontario Bulk Vitamins Action agree to fix, raise, maintain or stabilize the prices of, or allocate markets and customers for, any of the following Vitamins in Canada in the relevant Purchase Periods indicated:

Vitamin	Purchase Period	Vitamin	Purchase Period
A	01/01/90 – 28/02/99	B12	01/01/90 – 31/12/97
B1 (thiamine)	01/01/91 – 31/12/94	Beta carotene	01/10/91 – 31/12/98
B2 (riboflavin)	01/07/91 – 31/10/95	C	01/01/91 – 31/12/95
B5 (calpan)	01/01/91 – 31/12/98	Canthaxanthin	01/01/92 – 31/12/97
B6 (pyridoxine)	01/01/91 – 30/09/94	E	01/01/90 – 28/02/99
B9 (folic acid)	01/01/91 – 31/12/94	Premix	01/01/91 – 31/12/97

4. THIS COURT ORDERS that:

(a) the Ontario Choline Chloride Action is hereby certified against Chinook Group Limited (incorrectly named Chinook Group, Ltd.), BASF Aktiengesellschaft and Bioproducts, Incorporated (incorrectly named Bioproducts, Inc.), the Settling Defendants therein;

(b) the Settlement Class in the Ontario Choline Chloride Action is defined as:

All persons in Canada who purchased Class Vitamins in Canada from January 1, 1988 to December 31, 1998 except the Excluded Persons and persons who are included in British Columbia Court File, Vancouver Registry, No. L002690 and in Quebec Court (District of Montreal) Action No. 500-06-000083-994;

(c) Aliments Breton Inc., Marcy David, Glen Ford and Fleming Feed Mill Ltd. are hereby appointed as the representative plaintiffs in the Ontario Choline Chloride Action; and

- (d) the common issue in the Ontario Choline Chloride Action is:

Did the Settling Defendants and their Affiliated Defendants in the Ontario Choline Chloride Action agree to fix, raise, maintain or stabilize the prices of, or allocate markets and customers for, choline chloride in Canada from January 1, 1988 to December 31, 1998?

5. THIS COURT ORDERS that:

- (a) the Ontario Methionine Action is hereby certified against Aventis Animal Nutrition S.A., the Settling Defendant therein;

- (b) the Settlement Class in the Ontario Methionine Action is defined as:

All persons in Canada who purchased Class Vitamins in Canada from January 1, 1986 to December 31, 1998 except the Excluded Persons and persons who are included in British Columbia Court File, Vancouver Registry, No. L003124 and in Quebec Court (District of Montreal) No. 500-06-000233-045 (formerly Quebec Court (District of Quebec) No. 200-06-000011-000);

- (c) Aliments Breton Inc., Kristi Cappa, Glen Ford and Fleming Feed Mill Ltd. are hereby appointed as the representative plaintiffs in the Ontario Methionine Action; and

- (d) the common issue in the Ontario Methionine Action is:

Did the Settling Defendant and its Affiliated Defendants in the Ontario Methionine Action agree to fix, raise, maintain or stabilize the prices of, or allocate markets and customers for, methionine in Canada from January 1, 1986 to December 1, 1998?

6. THIS COURT ORDERS that:

- (a) the Ontario Niacin Action is hereby certified against Degussa Canada Inc., Lonza AG and Nepera, Inc. (incorrectly named Nepera, Incorporated), the Settling Defendants therein;

(b) the Settlement Class in the Ontario Niacin Action is defined as:

All persons in Canada who purchased Class Vitamins in Canada from January 1, 1992 to March 31, 1998 except the Excluded Persons and persons who are included in British Columbia Court File, Vancouver Registry, No. L003045 and in Quebec Court (District of Montreal) Action No. 500-06-000083-994;

(c) Aliments Breton Inc., Kristi Cappa and Fleming Feed Mill Ltd. are hereby appointed as the representative plaintiffs in the Ontario Niacin Action; and

(d) the common issue in the Ontario Niacin Action is:

Did the Settling Defendants and their Affiliated Defendants in the Ontario Niacin Action agree to fix, raise, maintain or stabilize the prices of, or allocate markets and customers for niacin and/or niacinamide in Canada from January 1, 1992 to March 31, 1998?

7. THIS COURT DECLARES, for greater certainty, that a person may be a member of the Settlement Class in one, some or all of the Ontario Actions.

8. THIS COURT ORDERS AND ADJUDGES that the proposed settlement of the Ontario Actions as particularized in this judgment and the Settlement Agreement is fair, reasonable, adequate, and in the best interests of the members of the Settlement Class in each of the Ontario Actions.

9. THIS COURT ORDERS that the Settlement Agreement, attached as Appendix 1, is incorporated by reference into this judgment and is hereby approved and shall be implemented in accordance with its terms.

10. THIS COURT ORDERS that:

(a) Deloitte & Touche LLP be and is hereby appointed as the Administrator of the Settlement Agreement, until further order of this court, on the terms and conditions and with the powers, rights, duties and responsibilities set out in the Settlement Agreement;

- (b) in the event the Settlement Agreement is terminated in accordance with any of the provisions therein, the total amount payable to the Administrator shall not exceed \$125,000 for fees, disbursements and GST; and
- (c) the total amount payable to the Administrator for the administration of the Settlement Agreement in its entirety is hereby fixed at \$725,000 for fees, disbursements and GST.

11. THIS COURT ORDERS that:

- (a) Reva E. Devins be and is hereby appointed as Referee, until further order of this court, with the duties and responsibilities set out in the Settlement Agreement;
- (b) the fees, disbursements and GST of the Referee for her services shall be fixed by the judge hearing the Ontario Approval Hearing on notice to the Settling Plaintiffs and Settling Defendants; and
- (c) the total amount payable to the Referee shall not exceed \$150,000 for fees, disbursements and GST.

12. THIS COURT ORDERS that:

- (a) Harvey T. Strosberg, Q.C., J.J. Camp, Q.C. and Claude Desmeules are appointed to the Management Committee on behalf of the Settlement Classes and William L. Vanveen is appointed to the Management Committee as the Settling Defendants' representative, until further order of this court, with the duties and responsibilities set out in the Settlement Agreement;
- (b) the fees, disbursements and GST of the members of the Management Committee for their services shall be fixed by the judge hearing the Ontario Approval Hearing on notice to the Settling Plaintiffs and Settling Defendants; and
- (c) the total amount payable to the members of the Management Committee shall not exceed \$150,000 for fees, disbursements and GST.

13. THIS COURT ORDERS AND DECLARES that each Ontario Releasor in any of the Ontario Actions has released and shall be conclusively deemed to have fully, finally and forever released the Releasees in the Ontario Actions from any and all manner of claims, demands, actions, suits, causes of action, whether class,

individual or otherwise in nature, whether personal or subrogated, damages whenever incurred, liabilities of any nature whatsoever, including interest, costs, expenses, penalties and lawyers' fees, known or unknown, suspected or unsuspected, in law, under statute or in equity, that said Ontario Releasors, or any of them, whether directly, indirectly, derivatively, or in any other capacity, ever had, now have, or hereafter can, shall, or may have, relating in any way to the Released Ontario Claims.

14. THIS COURT ORDERS that each Ontario Releasor in any of the Ontario Actions shall not commence or continue any action or take any proceeding relating in any way to the Released Ontario Claims against any person or persons who will or could, in connection with any such action or proceeding, bring or commence or continue any claim, crossclaim, claim over or any claim for contribution, indemnity or any other relief against any one of the Releasees in any of the Ontario Actions, provided that nothing in this judgment affects the rights of a member of a Settlement Class in any of the Ontario Actions to claim or continue to claim against any Non-Settling Defendant in any of the Proceedings.

15. THIS COURT ORDERS AND DECLARES that the Releasees in any of the Ontario Actions have released and shall be conclusively deemed to have fully, finally and forever released each other from any and all claims for contribution and indemnity that said Releasees, or any of them, whether directly, indirectly, derivatively, or in any other capacity, ever had, now have, or hereafter can, shall, or may have, relating in any way to the Released Ontario Claims.

16. THIS COURT ORDERS AND DECLARES that the use of the terms "Ontario Releasors" and "Released Ontario Claims" in this judgment does not constitute a release of claims by those members of a Settlement Class in the Ontario Actions who are resident in any province or territory where the release of one tortfeasor is a release of all tortfeasors.

17. THIS COURT ORDERS AND DECLARES that each member of a Settlement Class in the Ontario Actions who is resident in any province or territory where the release of one tortfeasor is a release of all

tortfeasors covenants and undertakes not to make any claim in any way nor to threaten, commence, or continue any proceeding in any jurisdiction against the Releasees in respect of or in relation to the Released Ontario Claims.

18. THIS COURT ORDERS AND DECLARES that each member of a Settlement Class in the Ontario Actions who is resident in any province or territory where the release of one tortfeasor is a release of all tortfeasors shall not commence or continue any action or take any proceeding relating in any way to the Released Ontario Claims against any person or persons who will or could, in connection with any such action or proceeding, bring or commence or continue any claim, crossclaim, claim over or any claim for contribution, indemnity or any other relief against any one of the Releasees in any of the Ontario Actions, provided that nothing in this judgment affects the rights of a member of a Settlement Class in any of the Ontario Actions to claim or continue to claim against any Non-Settling Defendant in any of the Proceedings.

19. THIS COURT ORDERS that:

- (a) all claims for contribution, indemnity or other claims over, whether asserted or unasserted or asserted in a representative capacity, inclusive of interest, taxes and costs, relating to the Released Ontario Claims, which were or could have been brought against a Releasee by any Non-Settling Defendant or any other person or party, or by any Releasee against a Non-Settling Defendant, are barred, prohibited and enjoined in accordance with the terms of this paragraph (unless such claim is made in respect of a claim by a person who has validly opted out of a Settlement Class);
- (b) the Settling Plaintiffs shall restrict their joint and several claims against the Non-Settling Defendants such that the Settling Plaintiffs shall be entitled to claim and recover from the Non-Settling Defendants, on a joint and several basis, only:
 - (i) those damages, if any, arising from the sales of the Non-Settling Defendants; or
 - (ii) those damages, if any, allocable to the conduct (but not necessarily the sales) of the Non-Settling Defendants in the Choline Chloride Actions, the Quebec Action (insofar as it relates to choline chloride), Ontario Court File. No. 40610/02 (London) and British Columbia Court File, Vancouver Registry, No. L023727; and
 - (iii) those punitive damages, if any, allocable to the conduct of any of the Non-Settling Defendants;
- (c) a Non-Settling Defendant may seek an order from the court providing for discovery from some or all of the Settling Defendants and/or their Affiliated Defendants as deemed appropriate by the court; and
- (d) a Non-Settling Defendant may effect service of the motion(s) referred to in subparagraph (c) on a Settling Defendant by service on counsel of record for the Settling Defendant in the Settling Proceeding.

20. THIS COURT ORDERS AND DECLARES that each member of a Settlement Class in any of the Ontario Actions who does not opt out in accordance with the terms of this judgment shall consent and shall be deemed to have consented to the dismissal of any Other Actions he, she or it has commenced against the Releasees in the Ontario Actions, without costs and with prejudice.

21. THIS COURT ORDERS AND DECLARES that each Other Action commenced in Ontario by any member of a Settlement Class in any of the Ontario Actions who does not opt out in accordance with the terms of this judgment shall be and is hereby dismissed against the Releasees in the Ontario Actions, without costs and with prejudice.

22. THIS COURT ORDERS that the members of the Settlement Classes in the Ontario Actions shall be given notice of this judgment, substantially in the form of the notice at Schedule K of the Settlement Agreement and substantially in the manner set out in Schedule J of the Settlement Agreement within 30 days after the last of the Final Orders.

23. THIS COURT ORDERS AND DECLARES that the notice at Schedule K of the Settlement Agreement and its distribution as provided for in this judgment satisfies the requirements of section 17(6) of the *Class Proceedings Act, 1992* and is the best notice practicable under the circumstances.

24. THIS COURT ORDERS that each member of a Settlement Class who elects to opt out of the Ontario Actions must do so in the manner provided in sections 14.1 and 14.2 of the Settlement Agreement on or before ●, 2005 at 5:00 p.m. eastern.

25. THIS COURT ORDERS AND DECLARES that this judgment, including the Settlement Agreement, is binding upon each member of a Settlement Class who does not opt out of the Ontario Actions in accordance with the terms of this judgment, including those persons who are minors or are mentally incapable and the requirements of Rules 7.04(1) and 7.08(4) of the Rules of Civil Procedure are dispensed with in respect to the Ontario Actions. And, for greater certainty, this judgment, including the Settlement Agreement, is binding upon

each Direct Purchaser and each Distributor of Vitamins (other than methionine) who does not opt out in accordance with the terms of this judgment whether or not such person submits a claim to the Administrator in accordance with the terms of this judgment, whether or not such person is determined to be eligible to receive a distribution or whether the claim is accepted in whole or in part.

26. THIS COURT ORDERS that the Administrator shall, on or before •, 2005, report to Mr. Justice Cumming by motion and advise as to the names of those persons, if any, who have opted out of the Ontario Actions.

27. THIS COURT ORDERS that each member of a Settlement Class in any one or more of the Ontario Actions who is a Direct Purchaser or a Distributor of Vitamins (other than methionine) shall submit a claim to the Administrator, in accordance with the provisions of the Settlement Agreement, on or before •, 2005 at 5:00 p.m. eastern, and, any Direct Purchaser or Distributor who fails to do so, shall not share in any distribution made in accordance with the Settlement Agreement unless the judge hearing the Ontario Approval Hearing orders otherwise.

28. THIS COURT ORDERS AND DECLARES that any report by a Referee in respect of the claim of a member of a Settlement Class in an Ontario Action shall be confirmed on the expiration of 15 days after a copy of the report with proof of service on every party who appeared on the reference has been filed with this court unless confirmation of the Referee's report is opposed, by motion made to the judge hearing the Ontario Approval Hearing.

29. THIS COURT ORDERS AND DECLARES that any report by the Referee in respect of Opt Out Refunds shall be confirmed on the expiration of 15 days after a copy of the report with proof of service on the parties who appeared on the reference has been filed with this court.

30. THIS COURT ORDERS that the Administrator shall:

- (a) distribute the Direct Purchaser Fund, Methionine Fund and Expense Fund in accordance with the Settlement Agreement;
- (b) following payment of Class Counsel Fees and Administration Expenses from the Intermediate Purchaser Fund in accordance with the Settlement Agreement, distribute the monies available for distribution in the Intermediate Purchaser Fund, cy-près, substantially in accordance with Schedule F of the Settlement Agreement; and

- (c) following payment of Class Counsel Fees and Administration Expenses from the Consumer Fund in accordance with the Settlement Agreement, distribute the monies available for distribution in the Consumer Fund, cy-près, substantially in accordance with Schedule G of the Settlement Agreement.

31. THIS COURT ORDERS AND DECLARES that any one or more of the representative plaintiffs in the Ontario Actions, the Settling Defendants in the Ontario Actions, the members of the Management Committee, the Escrow Agent, the Class Counsel Representative or the Administrator may apply to the judge hearing the Ontario Approval Hearing for directions in respect of the implementation or administration of the Settlement Agreement.

32. THIS COURT ORDERS AND DECLARES that no person may bring any action or take any proceedings against the Administrator, the members of the Management Committee, the Referee, the Escrow Agent, the Class Counsel Representative or the friend of the court, their employees, agents, partners, associates, representatives, successors or assigns for any matter in any way relating to the Settlement Agreement, the administration of the Settlement Agreement or the implementation of this judgment except with leave of the judge hearing the Ontario Approval Hearing.

33. THIS COURT ORDERS that, in accordance with section 32(2) of the *Class Proceedings Act, 1992*, the agreement respecting fees and disbursements between the Ontario Counsel and the plaintiffs in the Ontario Actions, made as at December 16, 1998, be and is hereby approved and:

- (a) the fees and taxes of Ontario Counsel and Desmeules are fixed at \$•, being \$• for fees plus \$• for taxes thereon;
- (b) the disbursements and taxes of Ontario Counsel and Desmeules are fixed at \$•, being \$• for disbursements plus \$• for taxes thereon; and
- (c) Ontario Counsel are hereby authorized and directed to submit any further or other disbursements to the judge hearing this Approval Hearing for approval and payment.

34. THIS COURT ORDERS that the amounts particularized in paragraph 33 shall be paid to Sutts, Strosberg LLP, in trust, by the Administrator from the monies it receives from the Escrow Agent in accordance with the provisions of the Settlement Agreement forthwith after receiving such monies.

35. THIS COURT ORDERS that, save as aforesaid, this judgment does not affect any claims or causes of action that any member of a Settlement Class in any of the Ontario Actions has or may have against the Non-Settling Defendants in the Proceedings.

36. THIS COURT ORDERS AND ADJUDGES that, save as aforesaid, the Ontario Actions be and are hereby dismissed against the Settling Defendants and their Affiliated Defendants in the Ontario Actions and, without limiting the foregoing, the Defendants listed in Appendix 2 attached, without costs and with prejudice.

37. THIS COURT ORDERS that a copy of this judgment be filed in Ontario Court File: No. 00-CV-198647CP (choline chloride), No. 00-CV-200044CP (niacin), No. 00-CV-200045CP (bulk vitamins), No. 00-CV-201723CP (methionine) and No. 00-CV-202080CP (biotin).

JUSTICE

APPENDIX 1

True copy of the Settlement Agreement to be attached to judgment in final form.

APPENDIX 2

Reinhard Steinmetz
Dieter Suter
Hugo Strotmann
Andreas Hauri
Kuno Sommer
Roland Brönnimann
Russell Cosburn
John Kennedy
Robert Samuelson
Roger Noack
David Purpi

SCHEDULE E2 – BRITISH COLUMBIA ACTIONS APPROVAL AND CERTIFICATION ORDER

<p style="text-align: right;">No. L002690 Vancouver Registry</p> <p style="text-align: center;">In the Supreme Court of British Columbia</p> <p>Between: Ritchie-Smith Feeds, Inc. , Wendy Weberg Plaintiffs</p> <p>and: BASF Aktiengesellschaft, BASF Corporation, BASF Canada Inc., Chinook Group, Ltd., Chinook Group, Inc. DCV, Inc., Ducoa L.P., Akzo Nobel NV, Bioproducts, Inc., Russell Cosburn, John Kennedy, Robert Samuelson, Lindell Hilling, John L. “Pete” Fischer, Antonio Felix and Akzo Nobel Chemicals BV Defendants</p> <p>BROUGHT UNDER THE CLASS PROCEEDINGS ACT, R.S.B.C. 1996</p> <p style="text-align: center;">(choline chloride)</p>	<p style="text-align: right;">No. L003292 Vancouver Registry</p> <p style="text-align: center;">In the Supreme Court of British Columbia</p> <p>Between: Ritchie-Smith Feeds, Inc. , Wendy Weberg Plaintiffs</p> <p>and: Roche Holding AG, F. Hoffmann-LaRoche Ltd., Hoffmann-La Roche, Inc., Roche Vitamins, Inc., Hoffmann-La Roche Limited/Limitee, Aventis Animal Nutrition S.A. Aventis Animal Nutrition Canada Inc. BASF Aktiengesellschaft, BASF Corporation, BASF Canada Inc., Eisai Co. Ltd., Takeda Chemical Industries, Ltd., Takeda Canada Vitamin and Food Inc., Merck KgaA, Daiichi Pharmaceutical Company, Ltd., Reinhard Steinmetz, Dieter Suter, Hugo Strotmann, Andreas Hauri, Kuno Sommer and Roland Brönnimann, Hoechst Marion Roussel S.A., Roussel Canada Inc. Defendants</p> <p>BROUGHT UNDER THE CLASS PROCEEDINGS ACT, R.S.B.C. 1996 c. 50</p> <p style="text-align: center;">(bulk vitamins)</p>
<p style="text-align: right;">No. L003307 Vancouver Registry</p> <p style="text-align: center;">In the Supreme Court of British Columbia</p> <p>Between: Ritchie-Smith Feeds, Inc. Wendy Weberg Plaintiffs</p> <p>and: Roche Holding AG, F. Hoffmann-La Roche Ltd., Hoffmann-La Roche Ltd., Hoffmann-La Roche Inc., Roche Vitamins, Inc., Merck KgaA, Lonza A.G., Alusuisse-Lonza Canada Inc., Sumitomo Chemical Co. Ltd., Sumitomo Canada Limited/Limiteé, Tanabe Seiyaku Co., Ltd. Defendants</p> <p>BROUGHT UNDER THE CLASS PROCEEDINGS ACT, R.S.B.C. 1996 c. 50</p> <p style="text-align: center;">(biotin)</p>	<p style="text-align: right;">No. L003045 Vancouver Registry</p> <p style="text-align: center;">In the Supreme Court of British Columbia</p> <p>Between: Ritchie-Smith Feeds, Inc. Wendy Weberg Plaintiffs</p> <p>and: Degussa-Hüls AG, Degussa Corporation, Reilly Industries Inc., Reilly Chemicals, S.A. Vitachem Company, Alusuisse-Lonza Canada Inc., Lonza A.G., Nepera, Incorporated, Roger Noack, David Purpi and Degussa Canada Inc. Defendants</p> <p>BROUGHT UNDER THE CLASS PROCEEDINGS ACT, R.S.B.C. 1996 c. 50</p> <p style="text-align: center;">(niacin)</p>
<p style="text-align: right;">No. L003124 Vancouver Registry</p> <p style="text-align: center;">In the Supreme Court of British Columbia</p> <p>Between: Ritchie-Smith Feeds, Inc., Wendy Weberg and Top Shelf Feeds Inc. Plaintiffs</p> <p>and: Rhône-Poulenc Canada Inc. Degussa-Hüls AG, Degussa Corporation Novus International, Inc., Aventis Animal Nutrition S.A. and Degussa Canada Inc. Defendants</p> <p>BROUGHT UNDER THE CLASS PROCEEDINGS ACT, R.S.B.C. 1996, c. 50</p> <p style="text-align: center;">(methionine)</p>	

ORDER

BEFORE THE HONOURABLE MR.)
JUSTICE MACZKO) _____, THE _____ DAY OF
) _____, 2005
)

THE APPLICATION of the plaintiffs coming on for hearing on _____, 2005, for an order pursuant to section 35 of the *Class Proceedings Act*, R.S.B.C. 1996, c.50 (the “*Act*”) (the “BC Approval Hearing”) and on hearing J.J. Camp, Q.C. for the plaintiffs Ritchie Smith Feeds, Inc., Wendy Weberg and Top Shelf Feeds Inc. **[list all defence counsel and defendants]** and Andrew Epstein, the friend of the Court,

AND ON READING:

- (a) the Settlement Agreement, filed;
- (b) the Reasons for Judgment and Judgment of Mr. Justice Cumming of the Ontario Superior Court of Justice dated ◆, 2005;
- (c) the letter from the counsel to the Public Guardian and Trustee, filed; and
- (d) the affidavits of:
 - (i) Dr. Thomas Ross sworn ◆, 2005;
 - (ii) ◆ of Ritchie Smith Feeds, Inc. sworn ◆, 2005;
 - (iii) Wendy Weberg sworn ◆, 2005; and
 - (iv) ◆, of Top Shelf Feeds, Inc. sworn ◆, 2005.

AND ON BEING ADVISED that while Degussa Canada Inc. are Settling Defendants in the BC Niacin Action, they are Non-Settling Defendants in the BC Methionine Action;

AND ON BEING FURTHER ADVISED that:

- (a) the Settling Plaintiffs in the BC Actions consent to this Order;
- (b) the Settling Defendants in the BC Actions consent to this Order;
- (c) Deloitte & Touche LLP consents to being appointed Administrator;
- (d) Reva E. Devins consents to being appointed Referee; and
- (e) Harvey T. Strosberg, Q.C., J.J. Camp, Q.C., Claude Desmeules and William L. Vanveen consent to being appointed to the Management Committee,

AND WITHOUT any admission of liability on the part of any of the Settling Defendants, all Settling Defendants having denied liability,

THIS COURT ORDERS THAT:

1. for the purposes of this Order, the definitions set out in the Settlement Agreement apply to and are incorporated into this Order and, in addition, the following definitions also apply:
 - (a) “**BC Actions**” means the BC Biotin Action, the BC Bulk Vitamins Action, the BC Choline Chloride Action, the BC Methionine Action and the BC Niacin Action;

- (b) **“BC Biotin Action”** means Action No. L003307 Vancouver Registry, British Columbia Supreme Court;
 - (c) **“BC Bulk Vitamins Action”** means Action No. L003292 Vancouver Registry, British Columbia Supreme Court;
 - (d) **“BC Choline Chloride Action”** means Action No. L002690 Vancouver Registry, British Columbia Supreme Court;
 - (e) **“BC Counsel”** means Camp Fiorante Matthews;
 - (f) **“BC Covenants”** means, jointly and severally, the Settling Plaintiffs and the Settlement Class Members in the BC Actions and their respective present and former, direct and indirect, parents, subsidiaries, divisions, affiliates, partners, insurers, and all other persons, partnerships or corporations with whom any of the former have been, or are now, affiliated, and their respective past, present and future officers, directors, employees, agents, shareholders, attorneys, trustees, servants and representatives; and the predecessors, successors, purchasers, heirs, executors, administrators and assigns of each of the foregoing;
 - (g) **“BC Methionine Action”** means Action No. L003124 Vancouver Registry, British Columbia Supreme Court;
 - (h) **“BC Niacin Action”** means Action No. L003045 Vancouver Registry, British Columbia Supreme Court;
 - (i) **“Settled BC Claims”** means any and all manner of claims, demands, actions, suits, causes of action, whether class, individual or otherwise in nature, whether personal or subrogated, damages whenever incurred, liabilities of any nature whatsoever, including interest, costs, expenses, class administration expenses, penalties and lawyers’ fees, known or unknown, suspected or unsuspected, in law, under statute or in equity, that BC Covenants, or any of them, whether directly, indirectly, derivatively, or in any other capacity, ever had, now have, or hereafter can, shall, or may have, relating in any way to any conduct from the beginning of time to the date hereof in respect of the purchase, sale, pricing, discounting, marketing or distributing of Vitamins Products in Canada, or relating to any conduct alleged (or which could have been alleged) in the BC Actions, including, without limitation, any such claims which have been asserted (whether by way of a Proceeding, Dismissed Action, Other Action or otherwise), would have been asserted or could have been asserted, whether in Canada or elsewhere, as a result of the purchase of Vitamin Products in Canada; and
 - (j) **“Settlement Agreement”** means the Settlement Agreement as amended in the form attached as Appendix 1 to this Order.
- 2.
- (a) the BC Biotin Action is hereby certified as a class proceeding against F. Hoffmann-La Roche Ltd., Lonza AG, Merck KGaA, Sumitomo Chemical Co. Ltd. and Tanabe Seiyaku Co., Ltd., the Settling Defendants therein;
 - (b) the Settlement Class in the BC Biotin Action is defined as:

All persons resident in British Columbia who purchased Class Vitamins in Canada from October 1, 1991 to September 30, 1995, except the Excluded Persons;

- (c) Ritchie Smith Feeds, Inc. and Wendy Weberg are hereby appointed as the representative plaintiffs in the BC Biotin Action; and
- (d) the common issue in the BC Biotin Action is:
Did the Settling Defendants and their Affiliated Defendants in the BC Biotin Action agree to fix, raise, maintain or stabilize the prices of, or allocate markets and customers for, biotin in Canada from October 1, 1991 to September 30, 1995?
3. (a) the BC Bulk Vitamins Action is hereby certified as a class proceeding against Aventis Animal Nutrition S.A., BASF Aktiengesellschaft, Daiichi Pharmaceutical Company, Ltd., Eisai Co. Ltd., F. Hoffmann-La Roche Ltd., Merck KGaA, Roussel Canada Inc. and, Takeda Pharmaceutical Company Limited (formerly Takeda Chemical Industries, Ltd.), the Settling Defendants therein;
- (b) the Settlement Class in the BC Bulk Vitamins Action is defined as:
All persons resident in British Columbia who purchased any of the Class Vitamins in Canada in the relevant Purchase Periods indicated, except the Excluded Persons:

Class Vitamin	Purchase Period	Class Vitamin	Purchase Period
A	01/01/90 – 28/02/99	B12	01/01/90 – 31/12/97
B1 (thiamine)	01/01/91 – 31/12/94	Beta carotene	01/10/91 – 31/12/98
B2 (riboflavin)	01/07/91 – 31/10/95	C	01/01/91 – 31/12/95
B5 (calpan)	01/01/91 – 31/12/98	Canthaxanthin	01/01/92 – 31/12/97
B6 (pyridoxine)	01/01/91 – 30/09/94	E	01/01/90 – 28/02/99
B9 (folic acid)	01/01/91 – 31/12/94	Premix	01/01/91 – 31/12/97

- (c) Ritchie Smith Feeds, Inc. and Wendy Weberg are hereby appointed as the representative plaintiffs in the BC Bulk Vitamins Action; and
- (d) the common issue in the BC Bulk Vitamins Action is:
Did the Settling Defendants and their Affiliated Defendants in the BC Bulk Vitamins Action agree to fix, raise, maintain or stabilize the prices of, or allocate markets and customers for, any of the following Vitamins in Canada in the relevant Purchase Periods indicated:

Vitamin	Purchase Period	Vitamin	Purchase Period
A	01/01/90 – 28/02/99	B12	01/01/90 – 31/12/97
B1 (thiamine)	01/01/91 – 31/12/94	Beta carotene	01/10/91 – 31/12/98
B2 (riboflavin)	01/07/91 – 31/10/95	C	01/01/91 – 31/12/95
B5 (calpan)	01/01/91 – 31/12/98	Canthaxanthin	01/01/92 – 31/12/97
B6 (pyridoxine)	01/01/91 – 30/09/94	E	01/01/90 – 28/02/99
B9 (folic acid)	01/01/91 – 31/12/94	Premix	01/01/91 – 31/12/97

4.
 - (a) the BC Choline Chloride Action is hereby certified against BASF Aktiengesellschaft, Chinook Group Limited (incorrectly named Chinook Group, Ltd.) and Bioproducts, Incorporated (incorrectly named Bioproducts, Inc.), the Settling Defendants therein;
 - (b) the Settlement Class in the BC Choline Chloride Action is defined as:
All persons resident in British Columbia who purchased Class Vitamins in Canada from January 1, 1988 to December 31, 1998 except the Excluded Persons;
 - (c) Ritchie Smith Feeds, Inc. and Wendy Weberg are hereby appointed as the representative plaintiffs in the BC Choline Chloride Action; and
 - (d) the common issue in the BC Choline Chloride Action is:
Did the Settling Defendants and their Affiliated Defendants in the BC Choline Chloride Action agree to fix, raise, maintain or stabilize the prices of, or allocate markets and customers for, choline chloride in Canada from January 1, 1988 to December 31, 1998?

5.
 - (a) the BC Methionine Action is hereby certified against Aventis Animal Nutrition S.A., the Settling Defendant therein;
 - (b) the Settlement Class in the BC Methionine Action is defined as:
All persons resident in British Columbia who purchased Class Vitamins in Canada from January 1, 1986 to December 31, 1998 except the Excluded Persons;
 - (c) Top Shelf Feeds Inc. and Wendy Weberg are hereby appointed as the representative plaintiffs in the BC Methionine Action; and
 - (d) the common issue in the BC Methionine Action is:
Did the Settling Defendant and its Affiliated Defendants in the BC Methionine Action agree to fix, raise, maintain or stabilize the prices of, or allocate markets and customers for, methionine in Canada from January 1, 1986 to December 31, 1998?

6.
 - (a) the BC Niacin Action is hereby certified against Degussa Canada Inc., Lonza AG and Nepera, Inc. (incorrectly named Nepera, Incorporated), the Settling Defendants therein;
 - (b) the Settlement Class in the BC Niacin Action is defined as:
All persons resident in British Columbia who purchased Class Vitamins in Canada from January 1, 1992 to March 31, 1998 except the Excluded Persons;
 - (c) Ritchie Smith Feeds, Inc. and Wendy Weberg are hereby appointed as the representative plaintiffs in the BC Niacin Action; and
 - (d) the common issue in the BC Niacin Action is:

Did the Settling Defendants and their Affiliated Defendants agree to fix, raise, maintain or stabilize the prices of, or allocate markets and customers for niacin and/or niacinamide in Canada from January 1, 1992 to March 31, 1998?

7. for greater certainty, a person may be a member of the Settlement Class in one, some or all of the BC Actions.
8. the proposed settlement of the BC Actions as particularized in this Order and the Settlement Agreement is fair, reasonable, adequate, and in the best interests of the members of the Settlement Class in each of the BC Actions.
9. the Settlement Agreement, annexed as Appendix 1, is incorporated by reference into this Order and is hereby approved and shall be implemented in accordance with its terms.
10.
 - (a) Deloitte & Touche LLP be and is hereby appointed as the Administrator of the Settlement Agreement, until further order of this Court, on the terms and conditions and with the powers, rights, duties and responsibilities set out in the Settlement Agreement; and
 - (b) in the event the Settlement Agreement is terminated in accordance with any of the provisions therein, the total amount payable to the Administrator shall not exceed \$125,000 for fees, disbursements and GST, and
 - (c) the total amount payable to the Administrator for the administration of the Settlement Agreement in its entirety is hereby fixed at \$725,000 for fees, disbursements and GST.
11.
 - (a) Reva E. Devins is appointed as Referee, until further order of this Court, with the duties and responsibilities set out in the Settlement Agreement; and
 - (b) the fees, disbursements and GST of the Referee for her services shall be fixed by the judge hearing the approval hearing in Ontario and shall not exceed \$150,000.
12.
 - (a) Harvey T. Strosberg, Q.C., J.J. Camp, Q.C. and Claude Desmeules are appointed to the Management Committee on behalf of the Settlement Classes and William L. Vanveen is appointed to the Management Committee as the Settling Defendants' representative, until further order of this Court, with the duties and responsibilities set out in the Settlement Agreement; and
 - (b) the fees, disbursements and GST of the members of the Management Committee for their services shall be fixed by the judge hearing the approval hearing in Ontario and shall not exceed \$150,000.

13. the use of the term “Releasee” and “Releasees” in this Order is a matter of form only for consistency with the Settlement Agreement and does not constitute a release of claims by any of the BC Covenantors in any of the BC Actions.
14. each BC Covenantor in any of the BC Actions shall not commence or continue any action or take any proceeding relating in any way to the Settled BC Claims against any person or persons who will or could, in connection with any such action or proceeding, bring or commence or continue any claim, crossclaim, claim over or any claim for contribution, indemnity or any other relief against any one of the Releasees in any of the BC Actions, provided that nothing in this Order affects the rights of a member of a Settlement Class in the BC Actions to claim or continue to claim against any Non-Settling Defendant in any of the Proceedings.
15. the Releasees in any of the BC Actions have released and shall be conclusively deemed to have fully, finally and forever released each other from any and all claims for contribution and indemnity that said Releasees, or any of them, whether directly, indirectly, derivatively, or in any other capacity, ever had, now have, or hereafter can, shall, or may have, relating in any way to the Settled BC Claims.
16.
 - (a) all claims for contribution, indemnity or other claims over, whether asserted or unasserted or asserted in a representative capacity, inclusive of interest, taxes and costs, relating to the Settled BC Claims, which were or could have been brought against a Releasee by any Non-Settling Defendant or any other person or party, or by any Releasee against a Non-Settling Defendant, are barred, prohibited and enjoined in accordance with the terms of this paragraph (unless such claim is made in respect of a claim by a person who has validly opted out of a Settlement Class);
 - (b) the Settling Plaintiffs shall restrict their joint and several claims against the Non-Settling Defendants such that the Settling Plaintiffs shall be entitled to claim and recover from the Non-Settling Defendants, on a joint and several basis, only:
 - (i) those damages, if any, arising from the sales of the Non-Settling Defendants; or
 - (ii) those damages, if any, allocable to the conduct (but not necessarily the sales) of the Non-Settling Defendants in the Choline Chloride Actions, the Quebec Action (insofar as it relates to choline chloride), Ontario Court File. No. 40610/02 (London) and British Columbia Court File, Vancouver Registry, No. L023727; and
 - (iii) those punitive damages, if any, allocable to the conduct of any of the Non-Settling Defendants.
 - (c) the Non-Settling Defendants may seek an order from the court providing for discovery from some or all of the Settling Defendants and/or their Affiliated Defendants as deemed appropriate by the court; and

- (d) a Non-Settling Defendant may effect service of the motion(s) referred to in subparagraph (c) on a Settling Defendant by service on counsel of record for the Settling Defendant in the Settling Proceeding.
17. each member of a Settlement Class in any of the BC Actions who does not opt out in accordance with the terms of this Order shall be deemed to have consented to the dismissal of any Other Action he, she or it has commenced against the Releasees in the BC Actions, without costs and with prejudice.
18. each Other Action commenced in BC by any member of a Settlement Class in any of the BC Actions who does not opt out in accordance with the terms of this judgment shall be and is hereby dismissed against the Releasees in the BC Actions, without costs and with prejudice.
19. the members of the Settlement Classes in the BC Actions shall be given notice of this Order, substantially in the form of the notice at Schedule K of the Settlement Agreement and in the manner set out in Schedule J of the Settlement Agreement within 30 days after the last of the Final Orders.
20. the notice at Schedule K of the Settlement Agreement and its distribution as provided for in this Order satisfies the requirements of section 19 of the *Act* and is the best notice practicable under the circumstances.
21. each member of a Settlement Class who elects to opt out of the BC Actions must do so in the manner provided in sections 14.1 and 14.2 of the Settlement Agreement on or before ●, 2005 at 5:00 p.m. eastern.
22. this Order, including the Settlement Agreement, is binding upon each member of a Settlement Class who does not opt out of the BC Actions in accordance with the terms of this Order, including those persons who are minors or are mentally incapable and the requirements of Rule 6(14) of the Rules of Court are dispensed with in respect to the BC Actions. And, for greater certainty, this Order, including the Settlement Agreement, is binding upon each Direct Purchaser and each Distributor of Vitamins (other than methionine) who does not opt out in accordance with the terms of this Order whether or not such person submits a claim to the Administrator in accordance with the terms of this Order, whether or not such person is determined to be eligible to receive a distribution or whether the claim is accepted in whole or in part.
23. the Administrator shall, on or before ◆, 2005, report to this Court by motion and advise as to the names of those persons, if any, who have opted out of the BC Actions.
24. each member of a Settlement Class in any one or more of the BC Actions who is a Direct Purchaser or a Distributor of Vitamins (other than methionine) shall submit a claim to the Administrator, in accordance with the provisions of the Settlement Agreement, on or before ◆, 2005 at 5:00 p.m. eastern, and, any

Direct Purchaser or Distributor who fails to do so, shall not share in any distribution made in accordance with the Settlement Agreement unless this Court orders otherwise.

25. any report by a Referee in respect of the claim of a member of a Settlement Class in a BC Action shall be confirmed on the expiration of 15 days after a copy of the report with proof of service on every party who appeared on the reference has been filed with this Court unless confirmation of the Referee's report is opposed, by motion made to the judge hearing the BC Approval Hearing.
26. any report by the Referee in respect of Opt Out Refunds shall be confirmed on the expiration of 15 days after a copy of the report with proof of service on the parties who appeared on the reference has been filed with this Court.
27. the Administrator shall:
 - (a) distribute the Direct Purchaser Fund, Methionine Fund and Expense Fund in accordance with the Settlement Agreement;
 - (b) following payment of Class Counsel Fees and Administration Expenses from the Intermediate Purchaser Fund in accordance with the Settlement Agreement, distribute the monies available for distribution in the Intermediate Purchaser Fund, cy-pres, substantially in accordance with Schedule F of the Settlement Agreement; and
 - (c) following payment of Class Counsel Fees and Administration Expenses from the Consumer Fund in accordance with the Settlement Agreement, distribute the monies available for distribution in the Consumer Fund, cy-pres, substantially in accordance with Schedule G of the Settlement Agreement.
28. any one or more of the representative plaintiffs in the BC Actions, the Settling Defendants in the BC Actions, the members of the Management Committee, the Escrow Agent, the Class Counsel Representative or the Administrator may apply to the judge hearing the BC Approval Hearing for directions in respect of the implementation or administration of the Settlement Agreement.
29. no person may bring any action or take any proceedings against the Administrator, the members of the Management Committee, the Referee, the Escrow Agent, the Class Counsel Representative or Andrew Epstein, the friend of the court, their employees, agents, partners, associates, representatives, successors or assigns for any matter in any way relating to the Settlement Agreement, the administration of the Settlement Agreement or the implementation of this Order except with leave of the judge hearing the BC Approval Hearing.

30. that, in accordance with section 38(2) of the *Act*, the agreement respecting fees and disbursements between the BC Counsel and the representative plaintiffs in the BC Actions, made as at ♦ be and is hereby approved and
- (a) the fees and GST of BC counsel are fixed at \$♦, being \$♦ for fees plus \$♦ for GST thereon;
 - (b) the disbursements and GST of BC Counsel are fixed at \$♦, being \$♦ for disbursements plus \$♦ for GST thereon; and
 - (c) BC Counsel are hereby authorized and directed to submit any further or other disbursements to **the** judge hearing the BC Approval Hearing for approval and payment.
31. the amounts particularized in paragraph 30 shall be paid to BC Counsel by the Administrator from the monies it receives from the Escrow Agent in accordance with the provisions of the Settlement Agreement forthwith after receiving such monies.
32. save as aforesaid, this Order does not affect any claims or causes of action that any member of a Settlement Class in the BC Actions has or may have against the Non-Settling Defendants in the Proceedings.
33. save as aforesaid, the BC Actions be and are hereby dismissed against the Settling Defendants and their Affiliated Defendants in the BC Actions including, without limiting the foregoing, the Defendants listed at Appendix 2 attached, without costs and with prejudice.
34. that a copy of this Order be filed in British Columbia Court File, Vancouver Registry: No. L002690 (choline chloride), No. L003292 (bulk vitamins), No. L003307 (biotin), No. L003045 (niacin) and No. L003124 (methionine).

BY THE COURT

REGISTRAR

APPENDIX 1

True copy of the Settlement Agreement to be attached to order in final form.

APPENDIX 2

Reinhard Steinmetz
Dieter Suter
Hugo Strotmann
Andreas Hauri
Kuno Sommer
Roland Brönnimann
Russell Cosburn
John Kennedy
Robert Samuelson
Roger Noack
David Purpi

SCHEDULE E3 – QUEBEC METHIONINE ACTION APPROVAL AND CERTIFICATION ORDER

SUPERIOR COURT

C A N A D A
PROVINCE OF QUÉBEC
DISTRICT OF MONTRÉAL

NO : 500-06-000233-045

DATE : • day of •, 2005

PRESIDING JUDGE: THE HONOURABLE

YVES LAFERRIÈRE
Petitioner;

V.

RHÔNE-POULENC CANADA INC
AND
DEGUSSA-HÜLS AG,
AND
DEGUSSA CORPORATION,
AND
AVENTIS ANIMAL NUTRITION S.A.
AND
NOVUS INTERNATIONAL INC.,
AND
DEGUSSA CANADA INC,
AND
NOVUS INTERNATIONAL (CANADA) INC.
AND
NIPPON SODA CO. LTD;
AND
MITSUI & CO. LTD
Defendants;

JUDGMENT

THIS MOTION FOR AUTHORIZATION, made by the Petitioner in this action (the “Quebec Methionine Action”) pursuant to article 1025 of the *Code of Civil Procedure* in accordance with the terms of the Settlement Agreement, was heard on •, 2005 at Montreal, Quebec (the “Motion for Authorization”).

ON READING the following:

- (a) the Motion for Authorization returnable •, 2005;
- (b) the Settlement Agreement, filed,
- (c) the Reasons for Judgment and Judgment of Mr. Justice Cumming of the Ontario Superior Court of Justice dated ♦, 2005,
- (d) the affidavits of :
 - (i) ;
 - (ii) ;
 - (iii) ;
 - (iv) ; and
 - (v) .

AND ON HEARING the submissions of counsel for the Petitioner, Defendants (to be particularized) and Helene Guay, the friend of the court,

AND ON BEING ADVISED that while Degussa Canada Inc. is a Settling Defendant in the Quebec Court (District of Montreal) Action No. 500-06-000083-994 (the “Quebec Action”), it is a Non-Settling Defendant in the within Quebec Methionine Action;

AND ON BEING FURTHER ADVISED that:

- (a) the Petitioner in the Quebec Methionine Action consents to this judgment;
- (b) the Settling Defendant in the Quebec Methionine Action consents to this judgment;
- (c) Deloitte & Touche LLP consents to being appointed Administrator;
- (d) Reva E. Devins consents to being appointed Referee; and
- (e) Harvey T. Strosberg, Q.C., J.J. Camp, Q.C., Claude Desmeules and William L. Vanveen consent to being appointed to the Management Committee.

AND without any admission of liability on the part of the Settling Defendant, the Settling Defendant having denied liability,

1. THIS COURT ORDERS AND DECLARES that for the purposes of this judgment, the definitions set out in the Settlement Agreement apply to and are incorporated into this judgment and, in addition, the following definitions also apply:

- (a) “**Quebec Methionine Counsel**” means Siskinds, Desmeules;
- (b) “**Quebec Releasors**” means, jointly and severally, the Settling Plaintiff and the members of the Settlement Class in the Quebec Methionine Action and their respective present and former, direct and indirect, parents, subsidiaries, divisions, affiliates, partners, insurers, and all other persons,

partnerships or corporations with whom any of the former have been, or are now, affiliated, and their respective past, present and future officers, directors, employees, agents, shareholders, attorneys, trustees, servants and representatives; and the predecessors, successors, purchasers, heirs, executors, administrators and assigns of each of the foregoing;

- (c) “**Released Quebec Claims**” means any and all manner of claims, demands, actions, suits, causes of action, whether class, individual or otherwise in nature, whether personal or subrogated, damages whenever incurred, liabilities of any nature whatsoever, including interest, costs, expenses, class administration expenses, penalties and lawyers’ fees, known or unknown, suspected or unsuspected, in law, under statute or in equity, that Quebec Releasers, or any of them, whether directly, indirectly, derivatively, or in any other capacity, ever had, now have, or hereafter can, shall, or may have, relating in any way to any conduct from the beginning of time to the date hereof in respect of the purchase, sale, pricing, discounting, marketing or distributing of Vitamins Products in Canada, or relating to any conduct alleged (or which could have been alleged) in the Quebec Methionine Action, including, without limitation, any such claims which have been asserted (whether by way of a Proceeding, Dismissed Action, Other Action or otherwise), would have been asserted or could have been asserted, whether in Canada or elsewhere, as a result of the purchase of Vitamin Products in Canada; and
- (d) “**Settlement Agreement**” means the Settlement Agreement as amended in the form attached as Appendix 1 to this judgment.

2. THIS COURT ORDERS that:

- (a) the Motion for Leave to Commence a Class Action is hereby granted in the Quebec Methionine Action against Aventis Animal Nutrition S.A., the Settling Defendant therein, for the purposes of approving the Settlement Agreement;
- (b) the Settlement Class in the Quebec Methionine Action is defined as: All natural persons in Quebec who purchased Class Vitamins in Quebec from January 1, 1986 to December 31, 1998, except the Excluded Persons.
- (c) Yves Laferrière is hereby appointed as the representative plaintiff in the Quebec Methionine Action; and
- (d) the common issue in the Quebec Methionine Action is:
Did the Settling Defendant and its Affiliated Defendants in the Quebec Methionine Action agree to fix, raise, maintain or stabilize the prices of, or allocate markets and customers for methionine in Canada from January 1, 1986 to December 1, 1998?

3. THIS COURT ORDERS AND ADJUDGES that the proposed settlement of the Quebec Methionine Action as particularized in this judgment and the Settlement Agreement is fair, reasonable, adequate, and in the best interests of the members of the Settlement Class in the Quebec Methionine Action.

4. THIS COURT ORDERS that the Settlement Agreement, attached as Appendix 1, is incorporated by reference into this judgment and is hereby approved and shall be implemented in accordance with its terms.

5. THIS COURT ORDERS that:

- (a) Deloitte & Touche LLP be and is hereby appointed as the Administrator of the Settlement Agreement, until further order of this court, on the terms and conditions and with the powers, rights, duties and responsibilities set out in the Settlement Agreement;
- (b) in the event the Settlement Agreement is terminated in accordance with any of the provisions therein, the total amount payable to the Administrator shall not exceed \$125,000 for fees, disbursements and GST; and
- (c) the total amount payable to the Administrator for the administration of the Settlement Agreement in its entirety is hereby fixed at \$725,000 for fees, disbursements and GST.

6. THIS COURT ORDERS that:

- (a) Reva E. Devins be and is hereby appointed as Referee, until further order of this court, with the duties and responsibilities set out in the Settlement Agreement; and
- (b) the fees, disbursements and GST of the Referee for her services shall be fixed by the judge hearing the settlement approval hearing in Ontario and shall not exceed \$150,000.

7. THIS COURT ORDERS that:

- (a) Harvey T. Strosberg, Q.C., J.J. Camp, Q.C. and Claude Desmeules are appointed to the Management Committee on behalf of the Settlement Classes and William L. Vanveen is appointed to the Management Committee as the Settling Defendants' representative, until further order of this court, with the duties and responsibilities set out in the Settlement Agreement; and
- (b) the fees, disbursements and GST of the members of the Management Committee for their services shall be fixed by the judge hearing the settlement approval hearing in Ontario and shall not exceed \$150,000.

8. THIS COURT ORDERS AND DECLARES that each Quebec Releasor in the Quebec Methionine Action has released and shall be conclusively deemed to have fully, finally and forever released the Releasees in the Quebec Methionine Action from any and all manner of claims, demands, actions, suits, causes of action, whether class, individual or otherwise in nature, whether personal or subrogated, damages whenever incurred, liabilities of any nature whatsoever, including interest, costs, expenses, penalties and lawyers' fees, known or unknown, suspected or unsuspected, in law, under statute or in equity, that said Quebec Releasors, or any of them, whether directly, indirectly, derivatively, or in any other capacity, ever had, now have, or hereafter can, shall, or may have, relating in any way to the Released Quebec Claims.

9. THIS COURT ORDERS that each Quebec Releasor in the Quebec Methionine Action shall not commence or continue any action or take any proceeding relating in any way to the Released Quebec Claims against any person or persons who will or could, in connection with any such action or proceeding, bring or commence or continue any claim, crossclaim, claim over or any claim for contribution, indemnity or any other relief against any one of the Releasees in the Quebec Methionine Action, provided that nothing in this judgment affects the rights of a member of the Settlement Class in the Quebec Methionine Action to claim or continue to claim against any Non-Settling Defendant in any of the Proceedings.

10. THIS COURT ORDERS AND DECLARES that the Releasees in the Quebec Methionine Action have released and shall be conclusively deemed to have fully, finally and forever released each other from any and all claims for contribution and indemnity that said Releasees, or any of them, whether directly, indirectly, derivatively, or in any other capacity, ever had, now have, or hereafter can, shall, or may have, relating in any way to the Released Quebec Claims.

11. THIS COURT ORDERS that:

- (a) all claims for contribution, indemnity or other claims over, whether asserted or unasserted or asserted in a representative capacity, inclusive of interest, taxes and costs, relating to the Released Claims, which were or could have been brought against a Releasee by any Non-Settling Defendant or any other person or party, or by any Releasee against a Non-Settling Defendant, are barred, prohibited and enjoined in accordance with the terms of this paragraph (unless such claim is made in respect of a claim by a person who has validly opted out of a Settlement Class);
- (b) the Settling Plaintiff shall restrict his joint and several claims against the Non-Settling Defendants such that the Settling Plaintiff shall be entitled to claim and recover from the Non-Settling Defendants, on a joint and several basis, only:
 - (i) those damages, if any, arising from the sales of the Non-Settling Defendants; or
 - (ii) those damages, if any, allocable to the conduct (but not necessarily the sales) of the Non-Settling Defendants in the Choline Chloride Actions, the Quebec Action (insofar as it relates to choline chloride), Ontario Court File. No. 40610/02 (London) and British Columbia Court File, Vancouver Registry, No. L023727; and
 - (iii) those punitive damages, if any, allocable to the conduct of any of the Non-Settling Defendants;
- (c) a Non-Settling Defendant may seek an order from the court providing for discovery from the Settling Defendant and/or its Affiliated Defendants as deemed appropriate by the court; and
- (d) a Non-Settling Defendant may effect service of the motion(s) referred to in subparagraph (c) on the Settling Defendant by service on counsel of record for the Settling Defendant in the Settling Proceeding.

12. THIS COURT ORDERS that the members of the Settlement Class in the Quebec Methionine Action shall be given notice of this judgment, substantially in the form of the notice at Schedule K of the Settlement Agreement and substantially in the manner set out in Schedule J of the Settlement Agreement within 30 days after the last of the Final Orders.

13. THIS COURT ORDERS AND DECLARES that the notice at Schedule K of the Settlement Agreement and its distribution as provided for in this judgment satisfies the requirements of articles 1025 and 1046 of the *Code of Civil Procedure* and is the best notice practicable under the circumstances.

14. THIS COURT ORDERS that each member of a Settlement Class who elects to opt out of the Quebec Methionine Action must do so in the manner provided in sections 14.1 and 14.2 of the Settlement Agreement on or before ●, 2005 at 5:00 p.m. eastern.

15. THIS COURT ORDERS AND DECLARES that this judgment, including the Settlement Agreement, is binding upon each member of the Settlement Class who does not opt out of the Quebec Methionine Action in accordance with the Settlement Agreement and further orders of this Court, including those persons who are minors or are mentally incapable.

16. THIS COURT ORDERS that the Administrator shall, on or before ●, 2005, report to the Court hearing this Motion for Authorization and advise as to the names of those persons, if any, who have opted out of the Quebec Methionine Action.

17. THIS COURT ORDERS that the Administrator shall:

- (a) distribute the Direct Purchaser Fund, Methionine Fund and Expense Fund in accordance with the Settlement Agreement;
- (b) following payment of Class Counsel Fees and Administration Expenses from the Intermediate Purchaser Fund in accordance with the Settlement Agreement, distribute the monies available for distribution in the Intermediate Purchaser Fund, cy-près, substantially in accordance with Schedule F of the Settlement Agreement; and
- (c) following payment of Class Counsel Fees and Administration Expenses from the Consumer Fund in accordance with the Settlement Agreement, distribute the monies available for distribution in the Consumer Fund, cy-près, substantially in accordance with Schedule G of the Settlement Agreement.

18. THIS COURT ORDERS AND DECLARES that any one or more of the representative plaintiff in the Quebec Methionine Action, the Settling Defendant in the Quebec Methionine Action, the members of the Management Committee, the Escrow Agent, the Class Counsel Representative or the Administrator may apply to the Court hearing this Motion for Authorization for directions in respect of the implementation or administration of the Settlement Agreement.

19. THIS COURT ORDERS AND DECLARES that no person may bring any action or take any proceedings against the Administrator, the members of the Management Committee, the Referee, the Escrow Agent, the Class Counsel Representative or the friend of the court, their employees, agents, partners, associates, representatives, successors or assigns for any matter in any way relating to the Settlement Agreement, the administration of the Settlement Agreement or the implementation of this judgment except with leave of the Court hearing this Motion for Authorization.

20. THIS COURT ORDERS that, save as aforesaid, this judgment does not affect any claims or causes of action that any members of the Settlement Class in the Quebec Methionine Action has or may have against the Non-Settling Defendants in the Proceedings.

21. THIS COURT DECLARES that the Settlement Agreement constitutes a transaction within the meaning of Article 2631 of the Civil Code of Quebec which binds all of the Parties and the members of the Settlement Class.

22. THIS COURT DECLARES the Quebec Methionine Action settled against the Settling Defendant and its Affiliated Defendants in the Quebec Methionine Action, without costs.

, S.C.J.

APPENDIX 1

True copy of the Settlement Agreement to be attached to judgment in final form.

SCHEDULE E4 – QUEBEC ACTION APPROVAL AND CERTIFICATION ORDER

SUPERIOR COURT

C A N A D A
PROVINCE OF QUÉBEC
DISTRICT OF MONTRÉAL

NO : **500-06-000083-994**

DATE : • day of •, 2005

PRESIDING JUDGE: THE HONOURABLE

OPTION CONSOMMATEURS

Petitioner;

AND

ANDRÉ BERNARD GUÉVIN

Petitioner;

V.

ROCHE HOLDING LTD

AND

F. HOFFMANN-LA ROCHE LTD

AND

HOFFMANN-LA ROCHE INC.

AND

HOFFMANN-LA ROCHE LTD

AND

ROCHE VITAMINS INC.

AND

BASF A.G.

AND

BASF CANADA INC.

AND

BASF CORPORATION

AND

AVENTIS S.A.

AND

RHÔNE-POULENC S.A.

AND

RHÔNE-POULENC ANIMAL NUTRITION

AND

RHÔNE-POULENC INC.

AND

RHÔNE-POULENC CANADA LTD

AND
ROUSSEL CANADA INC.
AND
ALUSUISSE-LONZA HOLDING LTD
AND
LONZA INC.
AND
LONZA A.G.
AND
CHINOOK GROUP LTD
AND
DAIICHI PHARMACEUTICAL CO LTD
AND
EISAI CO LTD
AND
MERCK KGaA
AND
TAKEDA CHEMICAL INDUSTRIES LTD
AND
DEGUSSA-HÜLS AG
AND
NEPERA INCORPORATED
AND
REILLY INDUSTRIES INC.
AND
BIOPRODUCTS INC.
AND
DCV INC.
AND
DUCOA L.P.
AND
AKZO NOBEL CHEMICALS B.V.
AND
UCB S.A.
AND
DEGUSSA CANADA INC.
AND
TANABE SEIYAKU CO. LTD.
AND
SUMITOMO CHEMICAL CO. LTD.

Defendants;

JUDGMENT

THIS MOTION FOR AUTHORIZATION, made by the Petitioners in this action (the “Quebec Action”) pursuant to article 1025 of the *Code of Civil Procedure* in accordance with the terms of the Settlement Agreement, was heard on •, 2005 at Montreal, Quebec (the “Motion for Authorization”).

ON READING the following:

- (a) the Motion for Authorization returnable •, 2005;
- (b) the Settlement Agreement, filed, and
- (c) the Reasons for Judgment and Judgment of Mr. Justice Cumming of the Ontario Superior Court of Justice dated ◆,
- (d) the affidavits of :
 - (i) ;
 - (ii) ;
 - (iii) ;
 - (iv) ; and
 - (iv) .

AND ON HEARING the submissions of counsel for the Petitioners, Defendants [to be particularized] and Helene Guay, the friend of the court,

AND ON BEING ADVISED that while Degussa Canada Inc. is a Settling Defendant in the within Quebec Action, it is a Non-Settling Defendant in Quebec Court (District of Montreal) Action No. 500-06-000233-045 (formerly Quebec Court (District of Quebec) No. 200-06-000011-000) (the “Quebec Methionine Action”);

AND ON BEING FURTHER ADVISED that:

- (a) the Petitioners in the Quebec Action consent to this judgment;
- (b) the Settling Defendants in the Quebec Action consent to this judgment;
- (c) Deloitte & Touche LLP consents to being appointed Administrator;
- (d) Reva E. Devins consents to being appointed Referee; and
- (e) Harvey T. Strosberg, Q.C., J.J. Camp, Q.C., Claude Desmeules and William L. Vanveen consent to being appointed to the Management Committee.

AND without any admission of liability on the part of any of the Settling Defendants, all Settling Defendants having denied liability,

1. THIS COURT ORDERS AND DECLARES that for the purposes of this judgment, the definitions set out in the Settlement Agreement apply to and are incorporated into this judgment and, in addition, the following definitions also apply:

- (a) “**Quebec Releasors**” means, jointly and severally, the Settling Plaintiffs and the members of the Settlement Class in the Quebec Action and their respective present and former, direct and indirect, parents, subsidiaries, divisions, affiliates, partners, insurers, and all other persons, partnerships or corporations with whom any of the former have been, or are now, affiliated, and their respective

past, present and future officers, directors, employees, agents, shareholders, attorneys, trustees, servants and representatives; and the predecessors, successors, purchasers, heirs, executors, administrators and assigns of each of the foregoing;

- (b) **“Released Quebec Claims”** means any and all manner of claims, demands, actions, suits, causes of action, whether class, individual or otherwise in nature, whether personal or subrogated, damages whenever incurred, liabilities of any nature whatsoever, including interest, costs, expenses, class administration expenses, penalties and lawyers’ fees, known or unknown, suspected or unsuspected, in law, under statute or in equity, that Quebec Releasers, or any of them, whether directly, indirectly, derivatively, or in any other capacity, ever had, now have, or hereafter can, shall, or may have, relating in any way to any conduct from the beginning of time to the date hereof in respect of the purchase, sale, pricing, discounting, marketing or distributing of Vitamins Products in Canada, or relating to any conduct alleged (or which could have been alleged) in the Quebec Action, including, without limitation, any such claims which have been asserted (whether by way of a Proceeding, Dismissed Action, Other Action or otherwise), would have been asserted or could have been asserted, whether in Canada or elsewhere, as a result of the purchase of Vitamin Products in Canada; and
- (c) **“Settlement Agreement”** means the Settlement Agreement as amended in the form attached as Appendix 1 to this judgment.

2. THIS COURT ORDERS that:

- (a) the Motion for Leave to Commence a Class Action is hereby granted in the Quebec Action against F. Hoffmann-La Roche Ltd., Roussel Canada Inc., Chinook Group Limited (incorrectly named Chinook Group Ltd.), Daiichi Pharmaceutical Company, Ltd. (incorrectly named Daiichi Pharmaceutical Co. Ltd.), Eisai Co. Ltd., Merck KGaA, Takeda Pharmaceutical Company Limited (formerly Takeda Chemical Industries, Ltd.), Degussa Canada Inc., Nepera, Inc. (incorrectly named Nepera, Incorporated), Bioproducts, Incorporated, Aventis Animal Nutrition S.A. (formerly Rhône-Poulenc Animal Nutrition S.A.), Tanabe Seiyaku Co. Ltd., BASF Aktiengesellschaft (incorrectly named BASF A.G.), Sumitomo Chemical Co. Ltd. and Lonza AG, the Settling Defendants therein, for the purposes of approving the Settlement Agreement;
- (b) the Settlement Class in the Quebec Action is defined as: All natural persons in Quebec who purchased Class Vitamins in Quebec in the relevant Purchase Periods indicated, except the Excluded Persons.

Class Vitamin	Purchase Period	Class Vitamin	Purchase Period
A	01/01/90 – 28/02/99	B9 (folic acid)	01/01/91 – 31/12/94
B1 (thiamine)	01/01/91 – 31/12/94	B12	01/01/90 – 31/12/97
B2 (riboflavin)	01/07/91 – 31/10/95	beta carotene	01/10/91 – 31/12/98
B3 (niacin and niacinamide)	01/01/92 – 31/03/98	C	01/01/91 – 31/12/95
B4 (choline chloride)	01/01/88 – 31/12/98	canthaxanthin	01/01/92 – 31/12/97
B5 (calpan)	01/01/91 – 31/12/98	E	01/01/90 – 28/02/99
B6 (pyridoxine)	01/01/91 – 30/09/94	H (biotin)	01/10/91 – 30/09/95
B8 (biotin)	01/10/91 – 30/09/95	premix	01/01/91 – 31/12/97

- (c) Option Consommateurs and André Bernard Guévin are hereby appointed as the representative plaintiffs in the Quebec Action; and
- (d) the common issue in the Quebec Action is: Did the Settling Defendants and their Affiliated Defendants in the Quebec Action agree to fix, raise, maintain or stabilize the prices of, or allocate markets and customers for any of the following Vitamins in Canada during the relevant Purchase Periods indicated:

Vitamin	Purchase Period	Vitamin	Purchase Period
A	01/01/90 – 28/02/99	B9 (folic acid)	01/01/91 – 31/12/94
B1 (thiamine)	01/01/91 – 31/12/94	B12	01/01/90 – 31/12/97
B2 (riboflavin)	01/07/91 – 31/10/95	beta carotene	01/10/91 – 31/12/98
B3 (niacin and niacinamide)	01/01/92 – 31/03/98	C	01/01/91 – 31/12/95
B4 (choline chloride)	01/01/88 – 31/12/98	canthaxanthin	01/01/92 – 31/12/97
B5 (calpan)	01/01/91 – 31/12/98	E	01/01/90 – 28/02/99
B6 (pyridoxine)	01/01/91 – 30/09/94	H (biotin)	01/10/91 – 30/09/95
B8 (biotin)	01/10/91 – 30/09/95	premix	01/01/91 – 31/12/97

3. THIS COURT ORDERS AND ADJUDGES that the proposed settlement of the Quebec Action as particularized in this judgment and the Settlement Agreement is fair, reasonable, adequate, and in the best interests of the members of the Settlement Class in the Quebec Action.

4. THIS COURT ORDERS that the Settlement Agreement, attached as Appendix 1, is incorporated by reference into this judgment and is hereby approved and shall be implemented in accordance with its terms.

5. THIS COURT ORDERS that:

- (a) Deloitte & Touche LLP be and is hereby appointed as the Administrator of the Settlement Agreement, until further order of this court, on the terms and conditions and with the powers, rights, duties and responsibilities set out in the Settlement Agreement;
- (b) in the event the Settlement Agreement is terminated in accordance with any of the provisions therein, the total amount payable to the Administrator shall not exceed \$125,000 for fees, disbursements and GST; and
- (c) the total amount payable to the Administrator for the administration of the Settlement Agreement in its entirety is hereby fixed at \$725,000 for fees, disbursements and GST.

6. THIS COURT ORDERS that:

- (a) Reva E. Devins be and is hereby appointed as Referee, until further order of this court, with the duties and responsibilities set out in the Settlement Agreement; and
- (b) the fees, disbursements and GST of the Referee for her services shall be fixed by the judge hearing the settlement approval hearing in Ontario and shall not exceed \$150,000.

7. THIS COURT ORDERS that:

- (a) Harvey T. Strosberg, Q.C., J.J. Camp, Q.C. and Claude Desmeules are appointed to the Management Committee on behalf of the Settlement Classes and William L. Vanveen is appointed to the Management Committee as the Settling Defendants' representative, until further order of this court, with the duties and responsibilities set out in the Settlement Agreement; and
- (c) the fees, disbursements and GST of the members of the Management Committee for their services shall be fixed by the judge hearing the settlement approval hearing In Ontario and shall not exceed \$150,000.

8. THIS COURT ORDERS AND DECLARES that each Quebec Releasor in the Quebec Action has released and shall be conclusively deemed to have fully, finally and forever released the Releasees in the Quebec Action from any and all manner of claims, demands, actions, suits, causes of action, whether class, individual or otherwise in nature, whether personal or subrogated, damages whenever incurred, liabilities of any nature whatsoever, including interest, costs, expenses, penalties and lawyers' fees, known or unknown, suspected or unsuspected, in law, under statute or in equity, that said Quebec Releasors, or any of them, whether directly, indirectly, derivatively, or in any other capacity, ever had, now have, or hereafter can, shall, or may have, relating in any way to the Released Quebec Claims.

9. THIS COURT ORDERS that each Releasor in the Quebec Action shall not commence or continue any action or take any proceeding relating in any way to the Released Quebec Claims against any person or persons who will or could, in connection with any such action or proceeding, bring or commence or continue any claim, crossclaim, claim over or any claim for contribution, indemnity or any other relief against any one of the Releasees in the Quebec Action, provided that nothing in this judgment affects the rights of a member of the Settlement Class in the Quebec Action to claim or continue to claim against any Non-Settling Defendant in any of the Proceedings.

10. THIS COURT ORDERS AND DECLARES that the Releasees in the Quebec Action have released and shall be conclusively deemed to have fully, finally and forever released each other from any and all claims for contribution and indemnity that said Releasees, or any of them, whether directly, indirectly, derivatively, or in any other capacity, ever had, now have, or hereafter can, shall, or may have, relating in any way to the Released Quebec Claims.

11. THIS COURT ORDERS that:

- (a) all claims for contribution, indemnity or other claims over, whether asserted or unasserted or asserted in a representative capacity, inclusive of interest, taxes and costs, relating to the Released Claims, which were or could have been brought against a Releasee by any Non-Settling Defendant or any other person or party, or by any Releasee against a Non-Settling Defendant, are barred,

- prohibited and enjoined in accordance with the terms of this paragraph (unless such claim is made in respect of a claim by a person who has validly opted out of a Settlement Class);
- (b) the Settling Plaintiffs shall restrict their joint and several claims against the Non-Settling Defendants such that the Settling Plaintiffs shall be entitled to claim and recover from the Non-Settling Defendants, on a joint and several basis, only:
 - (i) those damages, if any, arising from the sales of the Non-Settling Defendants; or
 - (ii) those damages, if any, allocable to the conduct (but not necessarily the sales) of the Non-Settling Defendants in the Choline Chloride Actions, the Quebec Action (insofar as it relates to choline chloride), Ontario Court File. No. 40610/02 (London) and British Columbia Court File, Vancouver Registry, No. L023727; and
 - (iii) those punitive damages, if any, allocable to the conduct of any of the Non-Settling Defendants;
 - (c) a Non-Settling Defendant may seek an order from the court providing for discovery from some or all of the Settling Defendants and/or their Affiliated Defendants as deemed appropriate by the court; and
 - (d) a Non-Settling Defendant may effect service of the motion(s) referred to in subparagraph (c) on a Settling Defendant by service on counsel of record for the Settling Defendant in the Settling Proceeding.

12. THIS COURT ORDERS that the members of the Settlement Class in the Quebec Action shall be given notice of this judgment, substantially in the form of the notice at Schedule K of the Settlement Agreement and substantially in the manner set out in Schedule J of the Settlement Agreement within 30 days after the last of the Final Orders.

13. THIS COURT ORDERS AND DECLARES that the notice at Schedule K of the Settlement Agreement and its distribution as provided for in this judgment satisfies the requirements of articles 1025 and 1046 of the *Code of Civil Procedure* and is the best notice practicable under the circumstances.

14. THIS COURT ORDERS that each member of a Settlement Class who elects to opt out of the Quebec Action must do so in the manner provided in sections 14.1 and 14.2 of the Settlement Agreement on or before •, 2005 at 5:00 p.m. eastern.

15. THIS COURT ORDERS AND DECLARES that this judgment, including the Settlement Agreement, is binding upon each member of the Settlement Class who does not opt out of the Quebec Action in accordance with the terms of this judgment, including those persons who are minors or are mentally incapable. And, for greater certainty, this judgment, including the Settlement Agreement, is binding upon each Direct Purchaser and each Distributor of Vitamins (other than methionine) who does not opt out in accordance with the terms of this judgment

whether or not such person submits a claim to the Administrator in accordance with the terms of this judgment, whether or not such person is determined to be eligible to receive a distribution or whether the claim is accepted in whole or in part.

16. THIS COURT ORDERS that the Administrator shall, on or before •, 2005, report to the Court hearing this Motion for Authorization and advise as to the names of those persons, if any, who have opted out of the Quebec Action.

17. THIS COURT ORDERS that each member of the Settlement Class in the Quebec Action who is a Direct Purchaser or a Distributor of Vitamins (other than methionine) shall submit a claim to the Administrator, in accordance with the provisions of the Settlement Agreement, on or before •, 2005 at 5:00 p.m. eastern, and, any Direct Purchaser or Distributor who fails to do so, shall not share in any distribution made in accordance with the Settlement Agreement unless the Court hearing this Motion for Authorization orders otherwise.

18. THIS COURT ORDERS that the Administrator shall:

- (a) distribute the Direct Purchaser Fund, Methionine Fund and Expense Fund in accordance with the Settlement Agreement;
- (b) following payment of Class Counsel Fees and Administration Expenses from the Intermediate Purchaser Fund in accordance with the Settlement Agreement, distribute the monies available for distribution in the Intermediate Purchaser Fund, cy-près, substantially in accordance with Schedule F of the Settlement Agreement; and
- (c) following payment of Class Counsel Fees and Administration Expenses from the Consumer Fund in accordance with the Settlement Agreement, distribute the monies available for distribution in the Consumer Fund, cy-près, substantially in accordance with Schedule G of the Settlement Agreement.

19. THIS COURT ORDERS AND DECLARES that any one or more of the representative plaintiffs in the Quebec Action, the Settling Defendants in the Quebec Action, the members of the Management Committee, the Escrow Agent, the Class Counsel Representative or the Administrator may apply to the Court hearing the Motion for Authorization for directions in respect of the implementation or administration of the Settlement Agreement.

20. THIS COURT ORDERS AND DECLARES that no person may bring any action or take any proceedings against the Administrator, the members of the Management Committee, the Referee, the Escrow Agent, the Class Counsel Representative or the friend of the court, their employees, agents, partners, associates, representatives, successors or assigns for any matter in any way relating to the Settlement Agreement, the administration of the Settlement Agreement or the implementation of this judgment except with leave of the Court hearing the Motion for Authorization.

21. THIS COURT ORDERS that the agreement respecting fees and disbursements between the Quebec Counsel and the plaintiffs in the Quebec Action be and is hereby approved and the fees, disbursements and taxes of Quebec Counsel and any advances to them or the Petitioners from the Fonds are fixed at \$• million.

22. THIS COURT ORDERS that the amount particularized in paragraph 21 shall be paid to Quebec Counsel by the Administrator from the monies it receives from the Escrow Agent in accordance with the provisions of the Settlement Agreement forthwith after receiving such monies.

23. THIS COURT ORDERS that, save as aforesaid, this judgment does not affect any claims or causes of action that any members of the Settlement Class in the Quebec Action has or may have against the Non-Settling Defendants in the Proceedings.

24. THIS COURT DECLARES that the Settlement Agreement constitutes a transaction within the meaning of Article 2631 of the Civil Code of Quebec which binds all of the Parties and the members of the Settlement Class.

25. THIS COURT DECLARES the Quebec Action settled against the Settling Defendants and their Affiliated Defendants in the Quebec Action, without costs.

, S.C.J.

APPENDIX 1

True copy of Settlement Agreement to be attached to judgment in final form.

SCHEDULE F – INTERMEDIATE PURCHASER FUND DISTRIBUTION PROTOCOL

SECTION 1.1—INTERMEDIATE PURCHASER FUND CY-PRÈS DISTRIBUTION

1.1 General

The procedures set forth herein shall govern the administration of the Intermediate Purchaser Fund. The procedures shall be implemented by the Administrator, subject to the ongoing authority and supervision of the Management Committee and the Courts.

1.2 Distribution of Intermediate Purchaser Fund

(1) Given the cost of qualifying and quantifying the damages suffered by individual Intermediate Purchasers relative to the individual amounts available for distribution, the Administrator shall distribute the monies available for distribution in the Intermediate Purchaser Fund, which shall be at least \$10 million, for the general benefit of Intermediate Purchasers, cy-près, to each of the following national organizations in the proportion indicated, so long as that organization complies with the procedures governing cy-près distribution set out in section 1.3 of this protocol to the satisfaction of the Administrator:

Canadian Pork Council – 22.12%;
 Canadian Cattlemen’s Association – 18.795%;
 Canadian Association of Chain Drugstores – 15%;
 Dairy Farmers of Canada – 10.927%;
 Canadian Council of Grocery Distributors – 10.5%;
 Chicken Farmers of Canada – 7.469%;
 Canadian Federation of Independent Grocers – 4.5%;
 Canadian Egg Marketing Agency – 3.22%;
 Canadian Aquaculture Industry Alliance – 2.884%;
 Canadian Turkey Marketing Agency – 1.463%;
 Equine Canada – 1.162%;
 Poultry Research Council – 0.784%;
 Canadian Broiler Hatching Egg Marketing Agency – 0.525%;
 Canadian Sheep Federation – 0.266%;
 Canadian Bison Association – 0.175%;
 Canadian Cervid Council – 0.112%; and
 Canadian Goat Society – 0.098%.

(2) If one or more organization does not comply with the applicable procedures governing the cy-près distribution in section 1.3, it shall not be eligible to participate in the cy-près distribution contemplated in this protocol and the monies that would have been distributed to that organization(s) under this protocol shall be distributed by the Administrator pro rata to the remaining participating organizations who have complied with section 1.3.

1.3 Procedures Governing Cy-près Distribution

(1) To be eligible to receive the monies allocated to it under this protocol, an organization designated to receive less than \$50,000 must provide a resolution from its Board of Directors agreeing to do the following and, thereafter, act in accordance with its resolution:

- (a) submit to the jurisdiction of the Courts;
- (b) use the monies received by it generally for the benefit of its members;
- (c) semi-annually report to the Administrator on how the monies received have been used;

- (d) provide to the Administrator an annual report from an auditor which is in conformance with CICA standards and guidelines confirming that the monies received were expended in accordance with subparagraph (b); and
- (e) in the event the Courts find it appropriate to so order, satisfy any order made that it rectify its non-compliance with the terms of this protocol.

(2) To be eligible to receive the monies allocated to it under this protocol, an organization designated to receive more than \$50,000 must provide to the Administrator its audited financial statements (or unaudited financial statements if audited statements do not exist) for the last two years and a resolution from its Board of Directors agreeing to do the following and, thereafter, act in accordance with its resolution:

- (a) submit to the jurisdiction of the Courts;
- (b) use the monies received by it generally for the benefit of its members;
- (c) maintain the monies received in a separate account not to be co-mingled with other funds;
- (d) semi-annually report to the Administrator on how the monies received have been used;
- (e) provide to the Administrator an annual report from an auditor which is in conformance with CICA standards and guidelines confirming that the monies received were expended in accordance with subparagraph (b) and kept in accordance with subparagraph (c);
- (f) consent to an independent audit in respect of the monies received if requested by the Administrator; and
- (g) in the event the Courts find it appropriate to so order, reimburse the costs of the independent audit and satisfy any order made that it rectify its non-compliance with the terms of this protocol.

SCHEDULE G – CONSUMER FUND DISTRIBUTION PROTOCOL

SECTION 1—CONSUMER FUND CY-PRÈS DISTRIBUTION

1.1 General

The procedures set forth herein shall govern the administration of the Consumer Fund. These procedures shall be implemented by the Administrator, subject to the ongoing authority and supervision of the Management Committee and the Courts.

1.2 Distribution of Monies Initially Allocated to Consumer Fund

(1) The Administrator shall distribute the settlement monies initially allocated to the Consumer Fund which are available for distribution, which shall be at least \$10 million, for the general benefit of Consumers, cy-près, to each of the following organizations in the proportion indicated, so long as that organization complies with the procedures governing cy-près distribution in section 1.4 of this protocol to the satisfaction of the Administrator.

(2) Thirty percent of the settlement monies initially available for distribution in the Consumer Fund shall be allocated to the following organizations in the proportions indicated for the general benefit of Consumers in all provinces and territories:

- (a) Food Safety Network – 29%;
- (b) Option Consommateurs (Canada) – 29%;
- (c) Canadian Foundation for Dietetic Research – 12.5%;
- (d) The Centre for Research in Women’s Health – 10.5%;
- (e) The Centre for Science in the Public Interest – 10.5%; and
- (f) Canadian Institute of Food and Nutrition – 8.5%.

(3) Fifty-three and one-half percent of the settlement monies initially available for distribution in the Consumer Fund shall be allocated to the following national organizations in the proportions indicated for the general benefit of Consumers in all provinces and territories except Quebec:

- (a) Victoria Order of Nurses – 35%;
- (b) Canadian Association of Food Banks – 25%;
- (c) Boys and Girls Clubs of Canada – 20%;
- (d) Breakfast for Learning – 15%; and
- (e) Canadian Feed the Children – 5%.

(4) Sixteen and one-half percent of the settlement monies initially available for distribution in the Consumer Fund shall be allocated to the following organizations in the province of Quebec in the proportions indicated for the general benefit of Consumers in that province:

- (a) Centraide pour tout le Québec – 46%;
- (b) Fonds d’aide au recours collectif – 19%;
- (c) Campagne de prévention à l’endettement des 40 associations de consommateurs du Québec – 10%;
- (d) Projet Petits prêts (en collaboration avec la Fiducie Desjardins et la Coalition des associations des consommateurs du Québec) – 9%;
- (e) Fondation Claude Masse – 8%; and
- (f) Option Consommateurs – 8%.

(5) If one or more organization named in this section does not comply with the procedures governing the cy-près distribution in section 1.4, it shall not be eligible to participate in the cy-près distribution contemplated in this section and the settlement monies that would have been distributed to that organization(s) under this section shall instead be distributed by the Administrator in accordance with section 1.3 of this protocol.

1.3 Distribution of Monies Subsequently Allocated to Consumer Fund

(1) All settlement monies which may subsequently be allocated to the Consumer Fund and be available for distribution shall be distributed by the Administrator, cy-près, to the following organizations in the proportions indicated for the general benefit of Consumers in each region or province, so long as the organization complies with the procedures governing cy-près distribution set out in section 1.4 of this protocol to the satisfaction of the Administrator:

(2) Thirty and three-tenths percent of the monies shall be allocated to the Northwestern Region, for British Columbia, Alberta, Saskatchewan, Manitoba, the Northwest Territories, the Yukon and Nunavut, as follows:

- (a) University of British Columbia—45%;
- (b) University of Alberta—33%;
- (c) University of Manitoba—12%; and
- (d) Western College of Veterinary Medicine, University of Saskatchewan—10%;

(3) Seven and six-tenths percent of the monies shall be allocated to the Eastern Region for New Brunswick, Nova Scotia, Newfoundland and Labrador and Prince Edward Island, as follows:

- (a) Memorial University—50%; and
- (b) Dalhousie University—50%;

(4) Thirty-eight and four-tenths percent of the monies shall be allocated to Ontario, as follows:

- (a) University of Toronto—25%;
- (b) University of Guelph—25%; and
- (c) Ontario Veterinary College, University of Guelph—25%; and
- (d) Ontario Agri-Food Education—25%;

(5) Twenty-three and seven-tenths percent of the monies shall be allocated to Quebec, as follows:

- (a) Université Laval—27%;
- (b) McGill University—26%;
- (c) Faculté de médecine vétérinaire, Université of Montréal—27%; and
- (d) Option Consommateurs—20% to a maximum of \$1 million.

If Option Consommateurs receives the maximum allocation under section 1.3(5)(d), then any other monies allocated to Quebec shall be divided equally between the Quebec recipients other than Option Consommateurs.

(6) If one or more organization named in this section does not comply with the procedures governing the cy-près distribution in section 1.4, it shall not be eligible to participate in the cy-près distribution contemplated in this section and the settlement monies that would have been distributed to that organization under this section shall instead be distributed by the Administrator pro rata to the other organizations named in this section for the same region or province who have complied with section 1.4 of this protocol.

1.4 Procedures Governing Cy-près Distributions

To be eligible to receive the settlement monies allocated to it under this protocol, each organization must provide its audited financial statements for the last two years and a resolution from its Board of Directors or governing body agreeing to do the following and, thereafter, act in accordance with its resolution:

- (a) submit to the jurisdiction of the Courts;

- (b) use the monies received by it solely for activities related to Vitamin Products, such as food and nutritional research or education, food related programs directed to the elderly, the young and the family and/or consumer services or consumer protection activities;
- (c) maintain the monies received in a separate account not to be co-mingled with other funds;
- (d) semi-annually report to the Administrator on how monies received have been used;
- (e) provide to the Administrator an annual report from its auditor which is in conformance with CICA standards and guidelines confirming that the monies received were spent in accordance with subparagraph (b) and kept in accordance with subparagraph (c);
- (f) consent to an independent audit in respect of the monies received if requested by the Administrator; and
- (g) in the event the Courts find it appropriate to so order, reimburse the costs of the independent audit and satisfy any order that it made to rectify its non-compliance with the terms of this protocol.

SCHEDULE H – RULES FOR REFERENCE FOR CLAIMS BY DIRECT PURCHASERS AND DISTRIBUTORS

GENERAL

Structure

1. The reference shall be heard by the Referee.
2. The parties to a reference shall be the Direct Purchaser/Distributor and the Administrator.

Objectives

3. The reference shall be a review of the Administrator's decision utilizing the simplest, least expensive and most expeditious procedure for the reference that is consistent with justice.

Discretion of Referee

4. In meeting this objective, the Referee may conduct the reference in whatever manner she/he considers appropriate, provided that the parties are treated fairly and each party is given a fair opportunity to present its case in accordance with these Rules.

Interpretation

5. These Rules shall be interpreted liberally and in such a way as to provide the parties with the most just, equitable and expeditious outcome.

Waiver of Non-Compliance

6. A party who proceeds with the reference after knowledge that any provision or requirement of these Rules has not been complied with and who fails to state an objection in writing shall be deemed to have waived the right to object.

Modification of Rules

7. These Rules may be modified from time to time by direction from the British Columbia Court and the Ontario Court as required to ensure the proper administration of the Settlement Agreement.

Time

8. In these Rules, where there is reference to a number of days between two events, they shall be counted by excluding the first day and including the last day on which the event takes place.
9. The parties may modify any period of time by mutual agreement. The Referee may for good cause extend or abridge any period of time established pursuant to these Rules. The Referee shall notify the parties of any such extension.
10. The Referee may extend the time for the release of the report of a reference if she/he considers such an extension is justified.

Service of Documents

11. Any documents which are required to be served in respect of a reference under these Rules may be served on a party at the last known address/facsimile number given to the Administrator:

- (a) by electronic transmission addressed to the party or its representative and service of a document by electronic transmission shall be effective on the day following the date it is transmitted; or
- (b) by facsimile transmission addressed to the party or its representative and service of a document by facsimile shall be effective on the day following the date it is transmitted.

Costs

- 12. The presumptive rule is that there be no costs of a reference. However, in extraordinary cases and having regard to the conduct of the parties to the reference, the Referee may award costs of the reference and, if so, shall fix the costs.
- 13. Any cost award made by the Referee may be enforced as if it were an order of the Court with jurisdiction in the Settling Proceeding in which the Direct Purchaser/Distributor is a member of the Settlement Class.
- 14. Where a cost award is made in favour of the Administrator, the decision as to whether to seek enforcement of the costs award is in the Administrator's sole discretion.

CONDUCT OF A REFERENCE

Commencing a Reference

- 15. A Direct Purchaser/Distributor may commence a reference if:
 - (a) the Administrator rejects the Direct Purchaser/Distributor as eligible to participate in the distribution process; or
 - (b) the Direct Purchaser/Distributor disputes the Administrator's calculation of the amount of the Direct Purchaser/Distributor's compensation.
- 16. A Direct Purchaser/Distributor shall file with the Administrator a Notice of Dispute in a prescribed form within thirty (30) days of receiving a rejection on eligibility or the Administrator's compensation calculation in order to commence a reference.

Representation

- 17. The Direct Purchaser/Distributor may act in person on a reference or through counsel or a representative.
- 18. The Administrator shall represent itself on a reference.

Documents Required for a Reference

- 19. The Administrator shall provide a copy of the Direct Purchaser/Distributor's File to the Direct Purchaser/Distributor and to the Referee within fifteen (15) days of receipt of the Notice of Dispute.
- 20. The "Direct Purchaser/Distributor's File" shall consist of the following:
 - (a) a copy of the Direct Purchaser/Distributor's registration form(s) and claim information in the Administrator's electronic database;
 - (b) a copy of all evidence provided by the Direct Purchaser/Distributor to the Administrator or obtained by the Administrator;
 - (c) a copy of the rejection on eligibility or the Administrator's compensation calculation; and

- (d) a copy of the Notice of Dispute.
21. The Administrator shall have fifteen (15) days following its delivery of the Direct Purchaser/Distributor's File to forward its written submissions outlining the basis for its decision in response to the Notice of Dispute to the Referee and the Direct Purchaser/Distributor.
22. The Direct Purchaser/Distributor shall have fifteen (15) days from receipt of the Administrator's written submission to forward in reply written submissions to the Referee and to the Administrator.

Type of Hearing

23. Within seven (7) days of the receipt of the written submissions in reply from the Direct Purchaser/Distributor or the expiry of the time for delivery of the written submissions in reply, if none were delivered, the Referee shall, in her/his discretion, determine whether she/he requires any additional evidence or written submissions. Should the Referee deem it to be necessary, in the exercise of her/his discretion, she/he may request the parties to attend in person before her/him at an oral hearing.

Where Complete Materials Filed in Writing

24. If the Referee determines no further written submissions or evidence are required and no oral hearing is required, the Referee shall notify the parties that she/he will proceed on the basis of the Direct Purchaser/Distributor's File and the Administrator's and/or the Direct Purchaser/Distributor's written submissions, if any.
25. The Referee shall release her/his report within thirty (30) days following notification to the parties that the reference will proceed.

Where Additional Submissions Required in Writing

26. If the Referee determines no oral hearing is required but further written submissions are required, the Referee shall notify the Direct Purchaser/Distributor and the Administrator of the issues to be addressed in the further written submissions and the time limits for the receipt of such written submissions.
27. The Referee shall release her/his report within thirty (30) days following the receipt of the further written submissions or the expiry of the time period for delivery of further written submissions, where none were delivered.

Where Oral Hearing Required

28. If an oral hearing is to be held, then the Referee shall, within five (5) days:
- (a) determine the time, date and location of the oral hearing, which is to occur in person before the Referee, and give all parties not less than fifteen (15) days prior written notice of such time, date and location;
 - (b) give directions as to the issues to be addressed at the oral hearing;
 - (c) if necessary, give directions as to the issues which require oral evidence; and
 - (d) provide any other directions as the Referee deems appropriate.
29. The Referee may hold a preliminary conference or conferences either by telephone conference or in person with the parties and/or their representatives to clarify or specify the issues to be resolved, to identify uncontested facts, to establish a schedule for the reference, to particularize the steps to be taken before the reference begins and to consider any other matters that will expedite the reference.

30. Consistent with the expedited nature of the reference, the Referee may direct the production of documents and other information, other forms of pre-hearing discovery, including oral examination for discovery under oath, and the identification of any witnesses to be called, including expert witnesses. At least five (5) business days prior to any oral hearing, the parties shall exchange and provide to the Referee copies of all exhibits they intend to submit at the hearing. The Referee shall resolve any disputes concerning the exchange of documents and information.
31. The Referee may postpone any oral hearing upon the request of a party or upon the agreement of the parties, or upon her/his own initiative.
32. At a reference where oral evidence is heard, the Direct Purchaser/Distributor shall first present evidence to support the Direct Purchaser/Distributor's position on each contested issue. The Administrator, as respondent, shall then present evidence supporting its position on each issue. Witnesses for each party shall be subject to cross-examination by the representative of the opposing party and questions or other examination by the Referee. The Referee has discretion to vary this procedure and shall afford a full and equal opportunity to all parties to be heard.
33. Exhibits which have been provided in accordance with paragraph 30, if offered by either party, may be received in evidence by the Referee.
34. The Referee shall control the proceedings with a view to expediting the resolution of the dispute. In order to expedite the proceedings, the Referee may control the order of proof, bifurcate proceedings, exclude repetitive or irrelevant testimony or evidence, and direct the parties to focus the presentation of evidence on issues central to the dispute.
35. The Referee shall entertain motions, including motions that dispose of all or part of a claim, or that may expedite the proceedings, and may also make all such necessary preliminary rulings.
36. Except for the submissions described herein, there shall be no direct communication between the parties and the Referee other than at the hearing, unless the parties and the Referee agree otherwise.
37. The following rules shall apply on an oral hearing, unless the Referee makes an order to the contrary:
 - (a) any documentation intended to be relied upon by a party shall be exchanged and delivered to the Referee at least five (5) days prior to the hearing date;
 - (b) subject to privilege, the Referee may hear all oral or written evidence as the Referee in her discretion, considers proper;
 - (c) the Referee shall have the power to require the exclusion of any witness during the testimony of any other witness;
 - (d) the Referee may require witnesses to testify under oath or affirmation;
 - (e) the parties may offer such evidence as is relevant and material to the dispute and shall produce such evidence as the Referee may deem necessary to an understanding and determination of the dispute;
 - (f) subject to subparagraph (g), all evidence shall be taken in the presence of the parties, except where any of the parties is absent, in default, or has waived the right to be present; and
 - (g) the Referee may receive and consider the evidence of witnesses by affidavit, giving it such weight as she/he deems appropriate.

38. When satisfied that the presentation of the parties is complete, the Referee shall declare the oral hearing closed. If documents or a response are to be filed, or if briefs are to be filed, the hearing shall be declared closed as of the final date set by Referee for the receipt of documents, responses or briefs.
39. The Referee shall release her/his report within thirty (30) days following the completion of the oral hearing.

Delivery of Report

40. Each report released by the Referee shall state the facts and conclusions without identifying the Direct Purchaser/Distributor by name.
41. Each report released by the Referee shall be served on each party and filed with the Court in the Settling Proceeding in which the Direct Purchaser/Distributor is a member of the Settlement Class.
42. It shall be the responsibility of the Administrator to file the report with the Court in the Settling Proceeding in which the Direct Purchaser/Distributor is a member of the Settlement Class.
43. Each report released by the Referee shall be posted on the Administrator's website following its having been filed with the Court. The Referee may but is not bound to rely upon her/his earlier decisions to arrive at her/his report.

Amendment of Report by Referee

44. On the application of a party or on the Referee's own initiative, a Referee may amend the report to correct:
 - (a) a clerical or typographical error;
 - (b) an accidental error, slip, omission or similar mistake; or
 - (c) an arithmetical error made in a computation.
45. An application made by a party for such amendment must be made within fifteen (15) days after the party is notified of the report.

Appeals

46. The Referee's report shall be confirmed and be final and binding unless a party files a written submission with the Court with jurisdiction in the Settling Proceeding in which the Direct Purchaser/Distributor is a member of the Settlement Class objecting to the report within fifteen (15) days of the delivery of the report.
47. In the event that a party files a written submission with the Court in the Settling Proceeding in which the Direct Purchaser/Distributor is a member of the Settlement Class, a copy of any such submission is to be served on the other party to the reference.

SCHEDULE I – FIRST NOTICE

NOTICE OF PROPOSED NATIONAL SETTLEMENT OF THE VITAMINS CLASS ACTIONS

This notice may affect your rights. Please read carefully.

PURPOSE OF THIS NOTICE

Class action lawsuits were commenced in Ontario, British Columbia and Quebec against Akzo, Aventis, BASF, Bioproducts, Chinook, Daiichi, Degussa, DuCoc, Eisai, Lonza, Merck, Mitsui, Nepera, Nippon, Novus, Reilly, Rhône-Poulenc, Roche, Roussel, Sumitomo, Takeda, Tanabe and UCB and some of their subsidiary and/or affiliated companies and/or officers and directors (“defendants”) alleging that they had conspired to fix prices and markets for the following vitamins (“Vitamins”) in Canada during the following relevant purchase periods:

Vitamin	Purchase Period	Vitamin	Purchase Period
A	01/01/90 – 28/02/99	B12	01/01/90 – 31/12/97
B1 (thiamine)	01/01/91 – 31/12/94	beta carotene	01/10/91 – 31/12/98
B2 (riboflavin)	01/07/91 – 31/10/95	C	01/01/91 – 31/12/95
B3 (niacin and niacinamide)	01/01/92 – 31/03/98	canthaxanthin	01/01/92 – 31/12/97
B4 (choline chloride)	01/01/88 – 31/12/98	E	01/01/90 – 28/02/99
B5 (calpan)	01/01/91 – 31/12/98	H (biotin)	01/10/91 – 30/09/95
B6 (pyridoxine)	01/01/91 – 30/09/94	premix	01/01/91 – 31/12/97
B8 (biotin)	01/10/91 – 30/09/95	methionine	01/01/86 – 31/12/98
B9 (folic acid)	01/01/91 – 31/12/94		

A national Vitamins settlement has been reached with some of the defendants in some of the actions, subject to obtaining the necessary court approvals. This notice is to inform all persons in Canada who purchased any of the Vitamins, or products containing the Vitamins, or products derived from animals that consumed the Vitamins (“Vitamin Products”) in Canada during the relevant purchase periods, of the proposed settlement and their rights as potential settlement class members. Complete information on the proposed settlement is found at www.vitaminsclassaction.com.

The settling defendants do not admit any wrongdoing or liability on their part. The proposed settlement is a compromise of disputed claims.

PROPOSED CERTIFICATION AND APPROVAL ORDERS

The courts will be asked to certify some of the class actions against some of the defendants, appoint class representatives, approve the Settlement Agreement and describe the settlement classes generally as: All persons in Canada who purchased any of the Vitamins or Vitamin Products in Canada during the relevant purchase periods.

If the Settlement Agreement is approved, the class action lawsuits will continue to be prosecuted against those defendants who did not participate in the settlement. If the Settlement Agreement is not approved, the class action lawsuits will continue to be prosecuted against all defendants.

TERMS OF THE PROPOSED SETTLEMENT

The class action lawsuits will be certified as class proceedings on consent against the settling defendants.

The settling defendants will pay the sum of approximately \$132.2 million in full and final settlement of all claims against them including interest and costs. The settlement monies will be distributed in accordance with the terms of the Settlement Agreement. The courts will appoint an Administrator to distribute the settlement monies. The courts will supervise the administration and operation of the distribution.

The Settlement Agreement provides for the following types of purchasers:

- Distributors: persons in Canada who purchased any of the Vitamins in Canada during the relevant purchase periods directly from a defendant and only resold all Vitamins without processing them or including them in any other product.
- Direct Purchasers: persons in Canada who purchased any of the Vitamins in Canada during the relevant purchase periods directly from a defendant or from a Distributor.
- Intermediate Purchasers: persons in Canada other than Direct Purchasers, Distributors or Consumers, who purchased any of the Vitamins or Vitamin Products in Canada during the relevant purchase periods.

•Consumers: natural persons in Canada who purchased for personal consumption or use any of the Vitamins or Vitamin Products in Canada during the relevant purchase periods.

The settlement monies will be divided into separate funds for distribution for the direct or indirect benefit of the different types of purchasers as follows:

Direct Purchasers and Distributors of Vitamins (other than Methionine)

At least \$87.8 million will be allocated to the Direct Purchaser Fund. Settlement class members who are Direct Purchasers and Distributors of Vitamins (other than methionine) may be eligible to receive a direct distribution of settlement monies.

• Direct Purchasers who purchased any of the Vitamins (other than methionine or premix) in Canada directly from a defendant during the relevant purchase periods may receive up to 12% of the net purchase price. Direct Purchasers who purchased premix in Canada directly from a defendant during the relevant purchase period may receive up to 4.2% of the net purchase price.

• Direct Purchasers who purchased any of the Vitamins (other than methionine or premix) in Canada directly from a Distributor during the relevant purchase periods may receive up to 10% of the net purchase price. Direct Purchasers who purchased premix in Canada directly from a Distributor during the relevant purchase period may receive up to 3.5% of the net purchase price.

• Distributors who purchased any of the Vitamins (other than methionine or premix) in Canada directly from a defendant during the relevant purchase periods may receive up to 1% of the net purchase price. Distributors who purchased premix in Canada directly from a defendant during the relevant purchase period may receive up to .35% of the net purchase price.

The % of the net purchase price of Vitamins (other than methionine) that Direct Purchasers and Distributors will actually receive will depend on how many Direct Purchasers and Distributors apply for and are determined to be eligible for compensation. The estimated %'s are not intended to be and should not be interpreted as guarantees.

To be eligible for compensation, Direct Purchasers and Distributors of Vitamins (other than methionine) will be required to apply to the Administrator that will be appointed.

Direct Purchasers and Distributors of Methionine

At least \$5.6 million will be allocated to the Methionine Fund. Settlement class members who are Direct Purchasers and Distributors of methionine may be eligible to receive a direct distribution of settlement monies however, the distribution will not be made at this time. Aventis is the only defendant in the methionine class actions participating in the settlement. Degussa, Novus, Nippon and Mitsui are not. The calculation and timing of the methionine distribution will be determined by further order of the courts. An explanation concerning the methionine settlement and the continued prosecution of the methionine class actions is provided on the website: www.vitaminsclassactions.com.

Intermediate Purchasers and Consumers

Recognizing the difficulty of determining the actual damage suffered by any given Intermediate Purchaser or Consumer, and recognizing the related difficulties and costs associated with a direct distribution to Intermediate Purchasers and Consumers, no direct distribution of settlement monies will be made to them.

•At least \$10 million will be allocated to the Intermediate Purchaser Fund to be distributed to industry organizations for the indirect benefit of Intermediate Purchasers.

•At least \$10 million will be allocated to the Consumer Fund to be distributed to community organizations for activities related to Vitamin Products such as food and nutritional research or education and food programs or consumer services or consumer protection activities for the indirect benefit of Consumers.

The Intermediate Purchaser Fund and Consumer Fund will be allocated either to national organizations or to organizations in each province or region according to population. The industry and consumer organizations who may be eligible to receive a distribution are listed at the website <http://www.vitaminsclassaction.com>.

Class Counsel Fees and Administration Expenses

The fees, disbursements and taxes of class counsel and the costs of the administration will be fixed by the courts and will be paid out of the \$132.2 million. The amounts sought for class counsel fees, disbursements and taxes and for administration costs will not exceed \$18 million. The costs of administration are estimated at \$1.55 million.

THE SETTLEMENT APPROVAL HEARINGS/MOTION FOR AUTHORIZATION

The Ontario class actions include the claims of all corporations and other legal entities in Canada except those resident in British Columbia as well as the claims of all natural persons who reside anywhere in Canada except the provinces of British Columbia and Quebec.

Each court will decide whether it should approve the proposed settlement as recommended by the plaintiffs and class counsel. The hearings to decide whether to approve the Settlement Agreement will be held at the court house:

in Ontario, on • 2005 at • eastern at 361 University Avenue, Toronto;

in British Columbia, on • 2005 at • pacific at 800 Smithe Street, Vancouver; and

in Quebec, on • 2005 at • eastern at 1 Rue Notre Dame East, Montreal.

Settlement class members who do not oppose the proposed settlement need not appear at a hearing or take any other action at this time to indicate their desire to participate in the settlement. At each hearing, the court will consider objections to the proposed settlement by potential settlement class members, but only if these objections are sent in written form on or before •, 2005 at 5:00 p.m. eastern:

For all Direct and Intermediate Purchasers, Distributors and Consumers resident in British Columbia: Andrew Epstein, Singleton Urquhart, 1200-1125 Howe Street, Vancouver, British Columbia, V6Z 2K8, telephone 604-682-7474, fax 604-682-1283, email: ane@singleton.com.

For Consumers in Quebec: Helene Guay, 200 avenue Laurier West, Bur. 475, Montreal, Quebec, H2T 2N8, telephone 514-272-1164 extn. 3, fax 514-272-5447, email: helene.guay@biz.videotron.ca.

For all Direct and Intermediate Purchasers and Distributors in Canada except those in British Columbia, and for Consumers in all provinces and territories except British Columbia and Quebec: William Dermody, 550 Concession Street, Hamilton, Ontario L8V 1E9, telephone 905-383-3331, fax 905-574-3299, email bill@inhouselawyers.com.

Settlement class members who object to the proposed settlement shall include in their written objection the following information:

(a) the person's name, address, telephone number, fax number and email address;

(b) a brief statement of the nature of and reasons for the objection; and

(c) whether the person or a representative intends to appear at the appropriate court hearing in person or by counsel, and if by counsel, the name, address, telephone number, fax number and email address of counsel.

ADDITIONAL INFORMATION

If you believe you are a potential settlement class member, please review or obtain complete copies of the material for the approval hearing, including the Settlement Agreement at the website <http://www.vitaminsclassaction.com>.

QUESTIONS

Questions for class counsel should be directed by telephone or in writing to one of the following class counsel:

For all Direct and Intermediate Purchasers, Distributors and Consumers resident in British Columbia:
J. J. Camp, Q.C., Camp Fiorante Matthews, tel: 604-331-9520, fax: 604-689-7554, email: jjcamp@cfmlawyers.ca

For Consumers of Vitamins (other than methionine) in Quebec:
Jean-Pierre Fafard, Sylvestre Charbonneau & Fafard, tel: 514-937-2881, fax: 514-937-6529, email: jp.fafard@scf.qc.ca or Paul Unterberg, Unterberg Labelle LeBeau & Morgan, tel: 514-934-0841, fax: 514-937-6547, email: contact@ullnet.com

For Consumers of methionine in Quebec: Sarah Fortin, Siskinds, Desmeules, tel: 418-694-2009, fax: 418-694-0281, email: sarahfortin@siskindsdesmeules.com

For all Direct and Intermediate Purchasers and Distributors in Canada except those resident in British Columbia, and for all Consumers in all provinces and territories except British Columbia and Quebec: Harvey T. Strosberg, Q.C., Sutts, Strosberg LLP, tel: 1-800-229-5323, fax: 519-561-6203, email: vitamins@strosbergco.com or C. Scott Ritchie, Q.C., Siskind, Cromarty, Ivey & Dowler LLP, tel: 519-672-2121; fax: 519-672-6065, email: scott.ritchie@siskinds.com

Settlement class members who consider it desirable or necessary to seek the advice and guidance of their own lawyers do so at their own expense.

INTERPRETATION

This notice is a summary of some of the terms of the Settlement Agreement. If there is a conflict between the provisions of this notice and the terms of the Settlement Agreement, the Settlement Agreement shall prevail.

This notice is approved by the Superior Court of Justice for Ontario, the Supreme Court of British Columbia and the Superior Court of Quebec.

Any questions about the substantive matters in this notice should not be directed to the courts as their administrative structures are not designed to address this type of inquiry.

SCHEDULE J – NOTICE PLAN

The members of the Settlement Classes in the Settling Proceedings shall be given notice of the approval hearings and approval of the Settlement Agreement substantially in the form of the notices contained at Schedules I, K and, if required, L respectively, in the following manner:

- (a) published once in the following newspapers in either English or French, as is appropriate for each newspaper:
 - (i) Globe and Mail, national edition
 - (ii) National Post, national edition
 - (iii) Montreal La Presse
 - (iv) Montreal The Gazette
 - (v) Quebec City Le Soleil
 - (vi) Vancouver Sun
 - (vii) Calgary Herald
 - (viii) Edmonton Journal
 - (ix) Regina Leader Post
 - (x) Winnipeg Free Press
 - (xi) St. John Telegraph-Journal
 - (xii) Halifax Chronicle Herald
 - (xiii) Charlottetown Guardian
 - (xiv) St. John's Telegram

- (b) published once in the following industry magazines in either English or French, as is appropriate for each magazine, subject to each having reasonable publication deadlines and costs:
 - (i) Food in Canada
 - (ii) Canadian Grocer
 - (iii) Canadian Cattlemen
 - (iv) Canadian Poultry
 - (v) Ontario Milk Producers Magazine
 - (vi) Le Producteur de Lait Quebecois
 - (vii) Western Grocer
 - (viii) Pharmacy Practice
 - (ix) Canadian Pharmaceutical Journal
 - (x) Feedstuffs Magazine
 - (xi) La Terre de Chez Nous

- (c) sent to the following organizations in either English or French, as is appropriate for each organization, requesting voluntary distribution to their membership;
 - (i) Canadian Federation of Agriculture
 - (ii) Animal Nutrition Association of Canada
 - (iii) Food Processors of Canada
 - (iv) Food and Consumers Manufacturers of Canada
 - (v) Ontario Dairy Council
 - (vi) Conseil de L'Industrie Laitiere du Quebec Inc (Dairy Council of Quebec)
 - (vii) Non-prescription Drug Manufacturers Association of Canada
 - (viii) Canada Health Food Association
 - (ix) Canadian Council of Grocery Distributors
 - (x) Canadian Federation of Independent Grocers
 - (xi) Canadian Association of Chain Drug Stores
 - (xii) Consumers Association of Canada

- (d) posted in French and in English on the website at www.vitaminsclassaction.com;

- (e) sent in French and/or English to the last known address of those Direct Purchaser and Distributor customers of the Settling Defendants and their Affiliated Defendants who have been identified by the Settling Defendants; and
- (f) sent in French and/or English to any person who requests it from Class Counsel or the Administrator.

SCHEDULE K – SECOND NOTICE

NOTICE OF THE NATIONAL SETTLEMENT OF THE VITAMINS CLASS ACTIONS

This notice may affect your rights. Please read carefully.

To settlement class members, who are: All persons in Canada who purchased any of the following vitamins ("Vitamins") or products containing the Vitamins, or products derived from animals that consumed the Vitamins ("Vitamin Products") in Canada during the relevant purchase periods:

Vitamin	Purchase Period	Vitamin	Purchase Period
A	01/01/90 – 28/02/99	B12	01/01/90 – 31/12/97
B1 (thiamine)	01/01/91 – 31/12/94	beta carotene	01/10/91 – 31/12/98
B2 (riboflavin)	01/07/91 – 31/10/95	C	01/01/91 – 31/12/95
B3 (niacin and niacinamide)	01/01/92 – 31/03/98	canthaxanthin	01/01/92 – 31/12/97
B4 (choline chloride)	01/01/88 – 31/12/98	E	01/01/90 – 28/02/99
B5 (calpan)	01/01/91 – 31/12/98	H (biotin)	01/10/91 – 30/09/95
B6 (pyridoxine)	01/01/91 – 30/09/94	premix	01/01/91 – 31/12/97
B8 (biotin)	01/10/91 – 30/09/95	methionine	01/01/86 – 31/12/98
B9 (folic acid)	01/01/91 – 31/12/94		

CERTIFICATION AND THE SETTLEMENT APPROVAL ORDERS

Class action lawsuits were commenced in Ontario, British Columbia and Quebec against Akzo, Aventis, BASF, Bioproducts, Chinook, Daiichi, Degussa, DuCofa, Eisai, Lonza, Merck, Mitsui, Nepera, Nippon, Novus, Reilly, Rhône-Poulenc, Roche, Roussel, Sumitomo, Takeda, Tanabe and UCB and some of their subsidiary and/or affiliated companies and/or officers and directors ("defendants") alleging that they had conspired to fix prices and markets for Vitamins in Canada.

A national Vitamins settlement has been reached with some of the defendants in some of the actions. The settling defendants do not admit any wrongdoing or liability on their part. The settlement is a compromise of disputed claims.

The courts in Ontario, British Columbia and Quebec have certified the actions as class proceedings and approved the national Vitamins settlement against some of the defendants in some of the actions. Complete information on the settlement is found at www.vitaminsclassaction.com.

The class action lawsuits will continue to be prosecuted against those defendants who did not participate in the settlement.

This notice is a summary only. If you believe you are a settlement class member, you may review and/or obtain copies of the judgments and the Settlement Agreement at the website www.vitaminsclassaction.com or by contacting the Administrator toll free at 1-866-669-6615. Questions concerning the settlement may be directed to the Administrator by telephone or email: info@vitaminsclassaction.com.

THE SETTLEMENT

The settling defendants will pay the sum of approximately \$132.2 million in full and final settlement of all claims against them including interest and costs. The settlement monies will be distributed in accordance with the terms of the Settlement Agreement.

Deloitte & Touche LLP has been appointed by the courts as Administrator of the settlement and will oversee the distribution of the settlement monies. The courts will supervise the administration and operation of the distribution of the settlement monies.

The Settlement Agreement provides for the following types of purchasers:

- **Distributors:** persons in Canada who purchased any of the Vitamins in Canada during the relevant purchase periods directly from a defendant and only resold all Vitamins without processing them or including them in any other product.
- **Direct Purchasers:** persons in Canada who purchased any of the Vitamins in Canada during the relevant purchase periods directly from a defendant or from a Distributor.
- **Intermediate Purchasers:** persons in Canada other than Direct Purchasers, Distributors or Consumers who purchased any of the Vitamins or Vitamin Products in Canada during the relevant purchase periods.
- **Consumers:** natural persons in Canada who purchased for personal consumption or use any of the Vitamins or Vitamin Products in Canada during the relevant purchase periods.

The settlement monies will be divided into separate funds for distribution for the direct or indirect benefit of the different types of purchasers as follows:

Direct Purchasers and Distributors of Vitamins (other than Methionine)

At least \$87.8 million will be allocated to the Direct Purchaser Fund. Settlement class members who are Direct Purchasers and Distributors of Vitamins (other than methionine) may be eligible to receive a direct distribution of settlement monies.

- Direct Purchasers who purchased any of the Vitamins (other than methionine or premix) in Canada directly from a defendant during the relevant purchase periods may receive up to 12% of the net purchase price. Direct Purchasers who purchased premix in Canada directly from a defendant during the relevant purchase period may receive up to 4.2% of the net purchase price.

- Direct Purchasers who purchased any of the Vitamins (other than methionine or premix) in Canada directly from a Distributor during the relevant purchase periods may receive up to 10% of the net purchase price. Direct Purchasers who purchased premix in Canada directly from a Distributor during the relevant purchase period may receive up to 3.5% of the net purchase price.

- Distributors who purchased any of the Vitamins (other than methionine or premix) in Canada directly from a defendant during the relevant purchase periods may receive up to 1% of the net purchase price. Distributors who purchased premix in Canada directly from a defendant during the relevant purchase period may receive up to .35% of the net purchase price.

The % of the net purchase price of Vitamins (other than methionine) that Direct Purchasers and Distributors will actually receive will depend on how many Direct Purchasers and Distributors apply for and are determined to be eligible for compensation. The estimated %'s are not intended to be and should not be interpreted as guarantees.

To apply for compensation, Direct Purchasers and Distributors of Vitamins (other than methionine) must register with the Administrator by 5:00 p.m. eastern on *, 2005. The procedures for Direct Purchasers and Distributors of Vitamins (other than methionine) to apply and process claims are described on the website: www.vitaminsclassaction.com.

Direct Purchasers and Distributors of Methionine

At least \$5.6 million will be allocated to the Methionine Fund. Settlement class members who are Direct Purchasers and Distributors of methionine may be eligible to receive a direct distribution of settlement monies however, the distribution will not be made at this time. Aventis is the only defendant in the methionine class actions participating in the settlement. Degussa, Novus, Nippon and Mitsui are not. The calculation and timing of the methionine distribution will be determined by further order of the courts. An explanation concerning the methionine settlement and the continued prosecution of the methionine class actions is provided on the website: www.vitaminsclassactions.com.

Intermediate Purchasers and Consumers

Recognizing the difficulty of determining the actual damage suffered by any given Intermediate Purchaser or Consumer, and recognizing the related difficulties and costs associated with a direct distribution to Intermediate Purchasers and Consumers, no direct distribution of settlement monies will be made to them.

- At least \$10 million will be allocated to the Intermediate Purchaser Fund to be distributed to industry organizations for the indirect benefit of Intermediate Purchasers.

- At least \$10 million will be allocated to the Consumer Fund to be distributed to community organizations for activities related to Vitamin Products such as food and nutritional research or education and food programs or consumer services or consumer protection activities for the indirect benefit of Consumers.

The Intermediate Purchaser Fund and Consumer Fund monies will be allocated either to national organizations or to organizations in each province or region according to population. The industry and consumer organizations who may be eligible to receive a distribution are listed at the website <http://www.vitaminsclassaction.com>.

CLASS COUNSEL FEES AND ADMINISTRATION EXPENSES

The Class counsel fees and the costs of the administration and distribution of the settlement funds as approved by the courts will be paid from the \$132.2 million and will not exceed \$18 million.

Class Counsel fees, disbursements and taxes in the amount of \$• million were approved by the Courts.

RELEASE OF CLAIMS AND EFFECT ON OTHER PROCEEDINGS

A settlement class member who does not opt out of the class proceedings will not be able to bring or maintain any other claim or legal proceeding in connection with the purchase of Vitamins or Vitamin Products against the settling defendants. Any action that a settlement class member who does not opt out has or may commence will be or be deemed to be dismissed.

OPTING OUT

Any settlement class member who does not wish to participate in the Settlement Agreement must opt out of the settlement by sending a written and signed election to the Administrator:

**Deloitte & Touche LLP
79 Wellington St. W.
P.O. Box 29, TD Centre
Toronto, ON MK5 1B9
Attn: Vitamins Class Action—Gabriela Arruda
Telephone: 1-866-669-6615
Fax: 1-866-298-1026**

A settlement class member who elects to opt out must opt out in respect of all Vitamins purchases in all of the class actions.

The written election must state the person's full name, current address and telephone number and that the person opts out of the settlement. It must be signed by the person opting out or an authorized representative of the person.

This notice is approved by the Superior Court of Justice for Ontario, the Supreme Court of British Columbia and the Superior Court of Quebec.

Any questions about the substantive matters in this notice should not be directed to the courts as their administrative structures are not designed to address this type of inquiry.

In order for a Direct Purchaser or Distributor to validly opt out, the written election must also provide its name and contact information and the name of the vendor(s), purchase price and identity of all Vitamins that it purchased during the purchase periods. Full details of this opt out requirement are at www.vitaminsclassaction.com

To be effective the written election to opt out must be received by the Administrator by 5:00 p.m. eastern on *, 2005 .

A settlement class member who opts out will not be eligible for any of the benefits of the Settlement Agreement.

Do not opt out if you wish to share in the benefits of the Settlement Agreement.

TERMINATION OF SETTLEMENT AGREEMENT

At the election of the settling defendants, the Settlement Agreement and the approvals of the courts will be null and void and of no force and effect if Direct Purchasers and Distributors with purchases of Vitamins valued by the Administrator at more than an agreed upon amount opt out of the class actions.

INTERPRETATION

This notice is a summary of some of the terms of the Settlement Agreement and the judgments. If there is a conflict between the provisions of this notice and the terms of the Settlement Agreement and judgments, the Settlement Agreement and judgments shall prevail.

SCHEDULE L – TERMINATION NOTICE

NOTICE OF THE TERMINATION OF THE SETTLEMENT OF THE VITAMINS CLASS ACTIONS

This notice may affect your rights. Please read carefully.

To settlement class members, who are: All persons in Canada, including corporations, who, during the following relevant purchase periods, purchased any of the following vitamins ("Vitamins") in Canada or products containing the Vitamins, or products derived from animals that consumed the Vitamins:

Vitamin	Purchase Period	Vitamin	Purchase Period
A	01/01/90 – 28/02/99	B12	01/01/90 – 31/12/97
B1 (thiamine)	01/01/91 – 31/12/94	beta carotene	01/10/91 – 31/12/98
B2 (riboflavin)	01/07/91 – 31/10/95	C	01/01/91 – 31/12/95
B3 (niacin and niacinamide)	01/01/92 – 31/03/98	canthaxanthin	01/01/92 – 31/12/97
B4 (choline chloride)	01/01/88 – 31/12/98	E	01/01/90 – 28/02/99
B5 (calpan)	01/01/91 – 31/12/98	H (biotin)	01/10/91 – 30/09/95
B6 (pyridoxine)	01/01/91 – 30/09/94	premix	01/01/91 – 31/12/97
B8 (biotin)	01/10/91 – 30/09/95	methionine	01/01/86 – 31/12/98
B9 (folic acid)	01/01/91 – 31/12/94		

CERTIFICATION AND THE SETTLEMENT APPROVAL ORDERS

Class action lawsuits were commenced in Ontario, British Columbia and Quebec against Akzo, Aventis, BASF, Bioproducts, Chinook, Daiichi, Degussa, DuCoc, Eisai, Lonza, Merck, Mitsui,

This notice is approved by the Superior Court of Justice for Ontario, the Supreme Court of British Columbia and the Superior Court of Quebec.

Any questions about the substantive matters in this notice should not be directed to the courts as their administrative structures are not designed to address this type of inquiry.

Nepera, Nippon, Novus, Reilly, Rhône-Poulenc, Roche, Roussel, Sumitomo, Takeda, Tanabe and UCB and some of their subsidiary and/or affiliated companies and/or officers and directors ("defendants") alleging that they had conspired to fix prices and markets for Vitamins in Canada.

TERMINATION OF THE SETTLEMENT AGREEMENT

A Settlement Agreement which was approved by the courts against some of the defendants in some of the actions has been terminated in accordance with its provisions.

As a result, the settlement will not be implemented. All orders certifying a settling proceeding as a class action shall be set aside and declared null and void and of no force or effect. All of the class action lawsuits will continue to be prosecuted against all of the defendants. All settlement class members, including those that delivered a written election to opt out, remain potential class members in the continuing class actions.

INFORMATION AND QUESTIONS

Complete information on the Settlement Agreement and its termination is found at www.vitaminsclassaction.com. Questions about the termination of the Settlement Agreement should be directed by email: info@vitaminsclassaction.com.

SCHEDULE M – ADMINISTRATION OF THE SETTLEMENT AGREEMENT

GENERAL PRINCIPLES OF THE ADMINISTRATION

1. The administration to be established shall:
 - (a) implement and conform to the Settlement Agreement;
 - (b) employ secure, paperless, web-based systems with electronic registration and record keeping, wherever practical; and
 - (c) be bilingual in all respects and include a bilingual website and a bilingual toll-free telephone help service to be operated by live operators at times that accommodate access by potential members of the Settlement Classes in all provinces and territories of Canada.

ROLE OF THE ADMINISTRATOR

2. The Administrator shall administer the Settlement Agreement under the oversight of the Management Committee and the Courts.
3. The Administrator shall act as trustee in respect of the monies from the Account on receipt from the Escrow Agent.
4. The Administrator shall develop, implement and operate an administration system, utilizing web-based technology and other electronic systems wherever practical, for the following:
 - (a) Settlement Class notification and opt out recording, analysis and reporting;
 - (b) receipt of Settling Defendants' data concerning Direct Purchasers and Distributors;
 - (c) Settlement Class registration and document collection;
 - (d) claim evaluation, analyses, and reference and appeal procedures;
 - (e) distribution analyses and Settlement Class payout;
 - (f) cy-près award distribution, management, reporting and auditing;
 - (g) Class Counsel Fees and Administration Expense payment; and
 - (h) cash management and audit control.

THE ADMINISTRATOR'S DUTIES AND RESPONSIBILITIES

5. The Administrator's duties and responsibilities shall include the following:
 - (a) providing such notices to the members of the Settlement Classes as are required of the Administrator pursuant to the Settlement Agreement;
 - (b) recording, analyzing and reporting in respect of opt outs;
 - (c) receiving the monies in the Account from the Escrow Agent and investing them in trust in accordance with the Investment Directive;
 - (d) preparing any protocols required for submission to the Management Committee and approval of the Courts;
 - (e) providing the hardware, software solutions and other resources necessary for an electronic web-based bilingual claims processing centre to function in a commercially reasonable manner;
 - (f) providing, training and instructing personnel in such reasonable numbers as are required for the performance of its duties in a commercially reasonable manner;
 - (g) developing, implementing and operating electronic web-based systems and procedures for receiving, processing, evaluating and decision making respecting claims of Direct Purchasers and Distributors who are members of the Settlement Classes, including making all necessary inquiries to determine the validity of such claims;
 - (h) making a timely decision in respect of a claim of a Direct Purchaser or Distributor, giving notice of its decision respecting a claim promptly after the decision is made and making payment to eligible Direct Purchasers and Distributors out of the appropriate fund in a timely fashion;

- (i) dedicating sufficient personnel to communicate with a claimant in either English or French as the claimant elects;
- (j) using its best efforts to ensure that its personnel provide timely, helpful and supportive assistance to members of the Settlement Classes who are Direct Purchasers and Distributor claimants and persons seeking to determine whether they are members of a Settlement Class in completing the claims application process and in responding to inquiries and correspondence respecting claims;
- (k) preparing for, attending and defending its decisions at all references;
- (l) retaining and instructing counsel to handle any appeals from the Referee's decisions;
- (m) distributing, monitoring, reporting and auditing the cy-près awards from the Intermediate Purchaser Fund and the Consumer Fund;
- (n) making payments of Class Counsel Fees and Administration Expenses;
- (o) maintaining a database with all information necessary to permit the Management Committee and the Courts to evaluate the progress of the administration from time to time;
- (p) reporting to the Management Committee and the Courts respecting claims received and administered, Class Counsel Fees and Administration Expenses; and
- (q) preparing such financial statements, reports and records as are required by the Management Committee, as directed by the Courts and submitting them to the Management Committee and the Courts so often as the Courts direct.

THE CLAIMS PROCESS FOR DIRECT PURCHASERS AND DISTRIBUTORS OF VITAMINS (OTHER THAN METHIONINE)

6. The Administrator shall, in accordance with the Settlement Agreement, determine the eligibility of Direct Purchasers and Distributors of Vitamins (other than methionine) making a claim and distribute the Direct Purchaser Fund pursuant to the Settlement Agreement to eligible members of the Settlement Classes subject to the terms and conditions set out in this Schedule.

7. The Administrator will cause certain information received from the Settling Defendants and the additional information it acquires through the claims process to be converted into a web-based database (the "Database").

8. The Database shall include:

- (a) the name, address, Vitamins purchased and Purchase Price of Vitamins of all Direct Purchasers and Distributors as is provided by the Settling Defendants;
- (b) the name, address, Vitamins purchased and Purchase Price of Vitamins and supporting documents of Direct Purchasers and Distributors who file a claim as required by the Settlement Agreement; and
- (c) various other information relevant to the administration of the Settlement Agreement.

9. The Administrator shall cause the information in the Database to be posted and accessible at the settlement web site <https://www.vitaminsclassaction.com> (the "Web Site"), in the manner described hereafter.

10. Information in the Database concerning each claimant's claim shall be accessible to that claimant electronically. Each claimant shall be supplied with a personal user identification name and personal password that will permit the claimant to access only its own information in the Database.

11. The Administrator may, in its discretion, deal with claimants by such other means than electronically as it determines feasible. However, in all cases the information acquired concerning claimants shall be entered into the Database.

DIRECT PURCHASERS AND DISTRIBUTORS OF VITAMINS (OTHER THAN METHIONINE) IDENTIFIED BY THE SETTLING DEFENDANTS

12. The Administrator shall provide to each member of a Settlement Class who is a Direct Purchaser or Distributor of Vitamins (other than methionine) identified by the Settling Defendants, in writing, by e-mail or by

letter, its personal user identification name and personal password to permit that person to access only the information in the Database concerning its claim.

13. Each such person shall be deemed to have submitted a claim for purposes of section 6.2 of the Settlement Agreement.

14. If such person is satisfied with the accuracy of the name, address, the Vitamins Purchased and the Purchase Price information supplied by the Settling Defendants, the person need only execute and return the claim summary provided in the Database to the Administrator.

15. If a Direct Purchaser or Distributor of Vitamins who was identified by the Settling Defendant does not accept the Vitamins purchased or the Purchase Price information supplied by the Settling Defendants, the person must provide complete Vitamins purchased and Purchase Price information using the detailed claim summary questionnaire. On completion, the person must execute and return to the Administrator the claim summary.

16. The particular documents and information to be submitted to the Administrator in support of a paragraph 15 claims summary and how they shall be transmitted to the Administrator shall be specified in a protocol to be approved by the Courts. The changes to a claimant's information provided in accordance with paragraph 15 shall be recorded as a soft update in the Database to ensure the Database shows the history of the claim as well as the current information.

DIRECT PURCHASERS AND DISTRIBUTORS OF VITAMINS (OTHER THAN METHIONINE) NOT IDENTIFIED BY THE SETTLING DEFENDANTS

17. In order to submit a claim, a member of a Settlement Class who is a Direct Purchaser or Distributor of Vitamins (other than methionine) but is not identified by the Settling Defendants as described in paragraph 12, must, on or before 90 days from the date fixed by the Courts for persons to opt out:

- (a) register with the Administrator on the Web Site; and
- (b) complete and submit to the Administrator a detailed claims summary questionnaire of Vitamins purchased, the Purchase Price of Vitamins and documentation supporting its claim.

18. The particular documents and information required for purposes of paragraph 17 and how they shall be transmitted to the Administrator shall be specified in a protocol to be approved by the Courts. The name, address, Vitamins purchased, the Purchase Price information and other relevant information required for the administration of the Settlement Agreement for each such person registering at the Web Site in accordance with paragraph 17 shall be added to the Database, and the person shall be assigned and provided with a personal identification name and a personal password by the Administrator.

ADMINISTRATOR'S DECISIONS

19. In respect of each person described in paragraph 12 or 15 and in respect of each person who has registered and submitted a claim in accordance with paragraphs 17 and 18 of this Schedule, the Administrator shall:

- (a) decide whether the person is eligible to participate in the distribution process according to the criteria set out in the Settlement Agreement; and
- (b) verify the Purchase Price of Vitamins.

20. The Administrator shall post its decisions under paragraph 19 on the Web Site so that its decisions are electronically accessible to each person affected in a secure and private manner by personal identification name and personal password.

REVIEW OF THE ADMINISTRATOR'S DECISION

21. A decision of the Administrator under paragraph 19 in respect of a claim will, subject to the claimant's right to refer the decision to a Referee for review, be final and binding upon the claimant and the Administrator.

22. If a person is dissatisfied with the decision of the Administrator relating to eligibility or the determination of the Purchase Price of Vitamins, the person may discuss the issue or issues in dispute with the Administrator and/or may have the Administrator's decision reviewed by the Referee in accordance with the Rules for Reference at Schedule H to the Settlement Agreement.

23. The Referee shall hold a hearing in accordance with the Rules for Reference in respect of all requests for review of the Administrator's decision pursuant to Schedule H. The Referee shall deliver a Referee's report containing her/his decision, which report shall be confirmed in accordance with the provisions in the Rules for Reference unless a decision of the Referee is appealed in accordance with the provisions for appeal in the Rules for Reference.

THE DISTRIBUTION PROCESS

24. As soon as practicable after the claims evaluations and any references and appeals therefrom are completed, the Administrator shall, by motion, report to the Courts the name, address and proposed amount of the distribution for each person entitled to receive a distribution (the "Distribution List").

25. No distribution to eligible claimants shall be made by the Administrator from the Direct Purchaser Fund until authorized by the Courts.

26. The Administrator may make interim distributions to eligible claimants from the Direct Purchaser Fund if authorized by the Courts.

27. Each person eligible to receive a distribution shall sign such documents as the Administrator may require in accordance with the Settlement Agreement, judgments and any protocol to be approved by the Courts as a condition precedent to receiving any distribution.

28. After the Administrator makes its final distribution, it shall report to the Courts in a manner they direct.

MANAGEMENT COMMITTEE

29. The Management Committee shall oversee the ongoing administration and operation of this Settlement Agreement subject to the direction of the Courts.

30. The duties and responsibilities of the Management Committee shall include:

- (a) overseeing the establishment and operation of the administration of the Settlement Agreement;
- (b) reviewing and submitting to the Courts such protocols prepared by the Administrator as may be required for the acceptance, processing and payment of the claims of Direct Purchasers and Distributors who are members of the Settlement Classes and for the cy-près distributions;
- (c) receiving and assessing information from the Administrator;
- (d) having access to the computerized administration system in a manner directed by the Courts;
- (e) applying to the Courts for advice and direction;
- (f) recommending from time to time persons for appointment by the Courts; and
- (g) applying for approval of any amendment or supplement to, or restatement of, the Settlement Agreement agreed to in writing by the Parties.

31. Decisions of the Management Committee will require the approval of at least three of its four members.

THE COSTS OF THE SETTLEMENT AGREEMENT

32. The Administrator shall pay the fees, disbursements and other costs of:

the Administrator;

the members of the Management Committee;

the Referee; and

such other persons at the direction of the Courts;

out of the funds in accordance with the provisions of the Settlement Agreement and the orders of the Courts.

NO ASSIGNMENT

33. No amount payable under the Settlement Agreement can be assigned without the written consent of the Administrator.