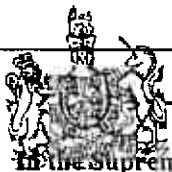


**SUPREME COURT
OF BRITISH COLUMBIA
VANCOUVER REGISTRY**



In the Supreme Court of British Columbia

No. L002690
Vancouver Registry

Between:

Ritchie-Smith Feeds, Inc., Wendy Weberg

Plaintiffs

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

BROUGHT UNDER THE
CLASS PROCEEDINGS ACT, R.S.B.C. 1996

(choline chloride)

No. L003292
Vancouver Registry

In the Supreme Court of British Columbia

Between:

Ritchie-Smith Feeds, Inc., Wendy Weberg

Plaintiffs

and:

Roche Holding AG, F. Hoffmann-La Roche 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

BROUGHT UNDER THE
CLASS PROCEEDINGS ACT, R.S.B.C. 1996 c. 50

(bulk vitamins)

No. L003307
Vancouver Registry

In the Supreme Court of British Columbia

Between:

Ritchie-Smith Feeds, Inc.
Wendy Weberg

Plaintiffs

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

BROUGHT UNDER THE
CLASS PROCEEDINGS ACT, R.S.B.C. 1996 c. 50

(biotin)

No. L003045
Vancouver Registry

In the Supreme Court of British Columbia

Between:

Ritchie-Smith Feeds, Inc.
Wendy Weberg

Plaintiffs

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

BROUGHT UNDER THE
CLASS PROCEEDINGS ACT, R.S.B.C. 1996 c. 50

(niacin)



Appendix 1 in file

L203045

N
Vancouver Registry

in the Supreme Court of British Columbia

Between:

Ritchie-Smith Feeds, Inc., Wendy Weberg
and Top Shelf Feeds Inc.

Plaintiffs

and:

Rhône-Poulenc Canada Inc.
Degussa-Hüls AG, Degussa Corporation
Novus International, Inc., Aventis Animal Nutrition S.A.
and Degussa Canada Inc.

Defendants

BROUGHT UNDER THE *CLASS PROCEEDINGS ACT*, R.S.B.C. 1996, c. 50
(methionine)

ORDER

BEFORE THE HONOURABLE) FRIDAY THE 8th DAY OF
MR. JUSTICE MACZKO)
) APRIL, 2005

THE APPLICATION of the plaintiffs coming on for hearing on April 6, 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., counsel for the defendants, Andrew Epstein, the friend of the Court, and the objector Bayne Boyes;

AND ON READING:

1. the Amended Settlement Agreement, the Akzo Settlement Agreement and the UCB/Reilly Settlement Agreement, filed;
2. the Reasons for Judgment and Judgment of Mr. Justice Cumming of the Ontario Superior Court of Justice dated March 23, 2005;
3. the letter from the counsel to the Public Guardian and Trustee, filed;
4. the written objections; and
5. the affidavits of:

- (a) Jane Tielker #3 sworn March 30, 2005,
- (b) Jane Tielker #4 sworn March 31, 2005;
- (c) Jane Tielker #5 sworn April 4, 2005;
- (d) Charles Poelman, sworn March 3, 2005;
- (e) Wendy Weberg, sworn March 2, 2005;
- (f) Robert Davison, sworn March 2, 2005;
- (g) Richard Reimer, sworn March 3, 2005; and
- (h) Andrew Epstein, sworn March 17, 2005.

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

AND ON BEING ADVISED that counsel for all Parties consent to the language found in paragraph 18 of this Order and agree that, to the extent that the language varies from paragraph 16 of Schedule E2 of the Amended Settlement Agreement, the Parties waive their right of termination as a result of this variation that is provided by s. 15.1(1) of the Amended Settlement Agreement;

AND ON BEING FURTHER ADVISED that:

1. the Settling Plaintiffs in the BC Actions consent to this Order;
2. the Settling Defendants in the BC Actions consent to this Order;
3. Deloitte & Touche LLP consents to being appointed Administrator;
4. Reva E. Devins consents to being appointed Referee; and
5. 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 Amended Settlement Agreement apply to and are incorporated into this Order and, in addition, the following definitions also apply:
 - (a) "**Amended Settlement Agreement**" means the Settlement Agreement made as of November 1, 2004 and amended as of January 6, 2005 in the form attached as Appendix 1 to this Order;
 - (b) "**Akzo Settlement Agreement**" means the settlement agreement between the plaintiffs in the Choline Chloride Actions and Akzo Nobel Chemicals BV made as of the 6th day of January, 2005;
 - (c) "**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;
 - (d) "**BC Biotin Action**" means Action No. L003307 Vancouver Registry, British Columbia Supreme Court;
 - (e) "**BC Bulk Vitamins Action**" means Action No. L003292 Vancouver Registry, British Columbia Supreme Court;
 - (f) "**BC Choline Chloride Action**" means Action No. L002690 Vancouver Registry, British Columbia Supreme Court;
 - (g) "**BC Counsel**" means Camp Fiorante Matthews;
 - (h) "**BC Covenantors**" 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;
 - (i) "**BC Methionine Action**" means Action No. L003124 Vancouver Registry, British Columbia Supreme Court;
 - (j) "**BC Niacin Action**" means Action No. L003045 Vancouver Registry, British Columbia Supreme Court;
 - (k) "**SCSD**" means Sutts, Strosberg LLP, Camp Fiorante Matthews, Siskind Cromarty Ivey & Dowler LLP and Siskinds, Desmeules;

- (l) **"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 Covenantors, 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;
- (m) **"Supplemental Choline Chloride Actions"** means Ontario Court File No. 40610/02 (London) and British Columbia Court File, Vancouver Registry, No. L023727;
- (n) **"Supplemental Methionine Actions"** means Ontario Court File No. 42267/CP (London) and British Columbia Court File, Vancouver Registry, No. L032297; and
- (o) **"UCB/Reilly Settlement Agreement"** means the settlement agreement between the plaintiffs in the Niacin Actions and the Supplemental Choline Chloride Actions and Reilly Industries Inc. and UCB S. A. made as of the 23rd day of February, 2005;
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;

4. 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

5. (a) Ritchie Smith Feeds, Inc. and Wendy Weberg are hereby appointed as the representative plaintiffs in the BC Bulk Vitamins Action; and

(b) 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

6. (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

(c) 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?

7. (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?

8. (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?

9. for greater certainty, a person may be a member of the Settlement Class in one, some or all of the BC Actions;
10. the proposed settlement of the BC Actions as particularized in this Order and the Amended Settlement Agreement is fair, reasonable, adequate, and in the best interests of the members of the Settlement Class in each of the BC Actions;
11. the Amended 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;
12. (a) Deloitte & Touche LLP be and is hereby appointed as the Administrator of the Amended 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 Amended Settlement Agreement; and
- (b) in the event the Amended 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;

- (c) the total amount payable to the Administrator for the administration of the Amended Settlement Agreement in its entirety is hereby fixed at \$725,000 for fees, disbursements and GST; and
 - (d) if the Courts issue the orders contemplated by s. 16.1 of the Amended Settlement Agreement, then, in addition to its fixed fee, the Administrator shall pay to Deloitte & Touche LLP, \$27,000 for the supplementary work that it has done as Escrow Agent in relation to the Amended Settlement Agreement, the Akzo Settlement Agreement and the UCB/Reilly Settlement Agreement, such payment to be allocated as a charge of \$9,000 to each of the Direct Purchaser Fund, Intermediate Purchaser Fund and Consumer Fund;
13. (a) Reva E. Devins is appointed as Referee, until further order of this Court, with the duties and responsibilities set out in the Amended 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;
14. (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 of overseeing the implementation and administration of the Amended 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;
15. the use of the term "Releasee" and "Releasees" in this Order is a matter of form only for consistency with the Amended Settlement Agreement and does not constitute a release of claims by any of the BC Covenantors in any of the BC Actions;

16. 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;
17. 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;
18. (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 claims against the Non-Settling Defendants such that the Settling Plaintiffs shall only be entitled to claim and to seek to recover from the Non-Settling Defendants, on a joint and several basis:
- (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) no part of this Order is intended to prejudice nor does it prejudice the right and ability of any Non-Settling Defendant to assert in these or any other future proceedings related hereto that its liability, if any, is several only;
 - (d) the Settling Plaintiffs shall not claim from any Non-Settling Defendant that portion of any damages arising from the sales of or allocable to the conduct of an insolvent Non-Settling Defendant which any solvent Non-Settling Defendant would but for this Order be able to claim contribution for from one or more of the Settling Defendants;
 - (e) 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
 - (f) a Non-Settling Defendant may effect service of the motion(s) referred to in subparagraph (e) on a Settling Defendant by service on counsel of record for the Settling Defendant in the Settling Proceeding;
19. 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;
20. 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;
21. the members of the Settlement Classes in the BC Actions shall be given notice of this Order, substantially in the form of the notice attached as Appendix 2 to this Order instead

of the notice at Schedule K of the Amended Settlement Agreement and substantially in the manner set out in Schedule J of the Amended Settlement Agreement within 30 days after the last of the Final Orders;

22. the notice at Appendix 2 of this Order 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;
23. 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 Amended Settlement Agreement on or before August 5, 2005 at 5:00 p.m. eastern;
24. this Order, including the Amended 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 Amended 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;
25. the Administrator shall, on or before August 17, 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;
26. 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 Amended Settlement Agreement, on or before November 5, 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 Amended Settlement Agreement unless this Court orders otherwise;

27. 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;
28. 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;
29. the Administrator shall:
 - (a) distribute the Direct Purchaser Fund, Methionine Fund and Expense Fund in accordance with the Amended Settlement Agreement;
 - (b) following payment of Class Counsel Fees and Administration Expenses from the Intermediate Purchaser Fund in accordance with the Amended Settlement Agreement, distribute the monies available for distribution in the Intermediate Purchaser Fund, cy-près, substantially in accordance with Schedule F of the Amended Settlement Agreement, except that the Canadian Cervid Council shall not receive a cy-près distribution and the Canadian Goat Society and the Canadian Boer Goat Association shall equally share the cy-près distribution allocated for the Canadian Goat Society at Schedule F; and
 - (c) following payment of Class Counsel Fees and Administration Expenses from the Consumer Fund in accordance with the Amended Settlement Agreement, distribute the monies available for distribution in the Consumer Fund, cy- prè, substantially in accordance with Schedule G of the Amended Settlement Agreement;
30. 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 Amended Settlement Agreement;

31. 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 Amended Settlement Agreement, the administration of the Amended Settlement Agreement or the implementation of this Order except with leave of the judge hearing the BC Approval Hearing;
32. (a) \$18,000,000 for Class Counsel Fees and Administration Expenses relating to the Amended Settlement Agreement is fair and reasonable;
- (b) if the Courts issue the orders contemplated in s. 16.1 of the Amended Settlement Agreement, then the Administrator shall forthwith pay SCSD their fees, disbursements and all applicable taxes in an amount equal to \$18,000,000 minus Administration Expenses minus Quebec Counsel Fees and minus disbursements and applicable taxes, as provided in subparagraph (c), provided that, if the Administrator pays Opt Out Refunds to the Settling Defendants, then, SCSD's fees shall not exceed 15% of \$100,000,000 minus the Opt Out Refunds;
- (c) SCSD's disbursements are fixed in the amount of \$901,011 plus applicable taxes;
- (d) in addition to the fees, disbursements and applicable taxes, particularized above, SCSD shall be paid and shall retain for their own benefit:
- (i) all costs and interest, if any, recovered from Perry Borden, James W. Curran, Mary P. Webster and/or Lars Soderstrom; and
- (ii) costs and interest if any are determined to be owing to a plaintiff in the Ontario Methionine Action by Degussa-Hüls A.G. or Degussa Corporation as defendants in the Ontario Methionine Action with respect to the jurisdiction motion brought by them in that action, provided that no part of this Order is intended to prejudice nor does it prejudice the right and ability of Degussa- Hüls A.G. or Degussa Corporation to assert that it

has no liability for costs as a result of the terms of this judgment and the terms of the Amended Settlement Agreement, or otherwise; and,

any member of SCSD is authorized to receive any such costs and interest and to sign any release or such other document on behalf of the classes in relation to these costs and interest; and

(e) if there is a future recovery in the Methionine Actions and/or Supplemental Methionine Actions, then, when determining Class Counsel Fees, the court will consider all of the work done for the classes in all of the Proceedings and the awards of Class Counsel Fees made in the Proceedings;

33. the amounts particularized in subparagraphs 32(b) and (c) shall be paid to Sutts, Strosberg LLP, in trust, for SCSD, by the Administrator from the monies it receives from the Escrow Agent in accordance with the provisions of the Amended Settlement Agreement forthwith after receiving such monies;

34. 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;

35. save as aforesaid, the BC Actions be and are hereby dismissed against the Settling Defendants and their Affiliated Defendants in the BC Actions and, without limiting the foregoing, the Defendants listed at Appendix 3 attached, without costs and with prejudice;

36. 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); and

37. the endorsement of this Order by counsel for the defendants be dispensed with.

BY THE COURT

ENTERED

APR 11 2008

VANCOUVER REGISTRY

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DEPUTY DISTRICT REGISTRAR