



No. L003124
Vancouver Registry

In the Supreme Court of British Columbia

Between:

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

Plaintiffs

and:

Rhône-Poulenc S.A.,
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

ORDER

BEFORE THE HONOURABLE) MONDAY, THE 28TH
)
MR. JUSTICE MASUHARA) DAY OF JUNE, 2010

THE APPLICATION of the Plaintiffs for an order certifying this action as a class proceeding for settlement purposes as it relates to the Defendants, Degussa-Hüls AG, Degussa Corporation and Degussa Canada Inc. (the "Settling Defendants") and approving the settlement agreement entered into with the Settling Defendant coming on for hearing at the Courthouse at 800 Smithe Street, Vancouver, B.C., on the 28th day of June, 2010;

AND ON HEARING Reidar Mogerman, counsel for the Plaintiffs, J. Kenneth McEwan Q.C., counsel for the Defendant, Novus International Inc. and Warren B. Milman, counsel for the Defendants, Degussa-Hüls AG, Degussa Corporation and Degussa Canada Inc;

AND ON BEING ADVISED that Deloitte & Touche LLP consents to being appointed the Claims Administrator;

AND ON BEING ADVISED that Reva Devins consents to being appointed the Referee;

THIS COURT ORDERS that:

1. for the purpose of this Order the definitions set out in the settlement agreement with Degussa-Hüls AG, Degussa Corporation and Degussa Canada Inc. (collectively "Degussa") made as of December 20, 2009 (the "Degussa Settlement Agreement") apply to and be incorporated into this Order;
2. this action be certified as a class proceeding as against the Settling Defendants, Degussa-Hüls AG, Degussa Corporation and Degussa Canada Inc., for settlement purposes only;
3. the Settlement Class be defined as:

All persons resident in British Columbia who purchased Methionine Products in Canada during the Class Period, except the Excluded Persons;

4. Wendy Weberg, now known as Wendy Bredin, and Top Shelf Feeds Inc. be appointed as the representative plaintiffs for the Settlement Class;
5. this action be certified as a class proceeding for settlement purposes only, on the basis of the following common issue:

Did the Settling Defendants conspire to fix, raise maintain or stabilize the prices of, or allocate markets and customers for, Methionine in Canada during the Class Period?

6. the Degussa Settlement Agreement is fair, reasonable, and in the best interests of the Settlement Class;
7. the Degussa Settlement Agreement attached hereto as Schedule "A" is hereby approved pursuant to s. 35 of the *Class Proceedings Act*, RSBC 1996, c. 50 and shall be implemented in accordance with its terms;


8. the Degussa Settlement Agreement is incorporated by reference into and forms part of this Order and is binding upon the representative plaintiffs, upon all Settlement Class Members and upon the Defendants;
9. Settlement Class Members who wish to opt-out of the Degussa Settlement Agreement and who did not file a claim in the Vitamins Settlement Agreement entered into on November 1, 2004 and amended on January 6, 2005 must do so by sending a written election to opt-out, together with the information required in the Degussa Settlement Agreement, to the Claims Administrator, postmarked on or before the date which is sixty (60) days from the date of the first publication of the notice of certification and settlement approval;
10. any putative Settlement Class Member who has validly opted out of the Degussa Settlement Agreement is not bound by the Degussa Settlement Agreement and shall no longer participate in the Degussa Settlement Agreement;
11. any putative Settlement Class Member who has not validly opted out of the Degussa Settlement Agreement is bound by the Degussa Settlement Agreement irrespective of whether they participate in the Degussa Settlement Agreement;
12. each Settlement Class Member who has not validly opted out of the Degussa Settlement Agreement shall consent and shall be deemed to have consented to the dismissal of any Other Actions he, she or it has commenced against the Releasees, without costs and with prejudice;
13. this Order, including the Degussa Settlement Agreement, is binding upon each Settlement Class Member who has not validly opted out of the Degussa Settlement Agreement, including those persons who are minors or mentally incapable, and the requirements of Rule 6 of the British Columbia Rules of Court are dispensed with in respect of this action;
14. each Releasor who has not validly opted out of the Degussa Settlement Agreement has released and shall be conclusively deemed to have forever and absolutely released the Releasees from the Released Claims;

15. each Releasor who has not validly opted out of the Degussa Settlement Agreement shall not now or hereafter institute, continue, maintain or assert, either directly or indirectly, whether in Canada or elsewhere, on their own behalf or on behalf of any class or any other person, any action, suit, cause of action, claim or demand against any Releasee or any other Person who may claim contribution or indemnity from any Releasee in respect of any Released Claim or any matter relating in anyway thereto;
16. the Releasees have released and shall be conclusively deemed to have forever and absolutely released each of the other from any and all claims for contribution and indemnity with respect to the Released Claims;
17. in accordance with Section 8.3 of the Degussa Settlement Agreement, the use of the terms "Releasors" and "Released Claims" in this Order does not constitute a release of claims by those Settlement Class Members. Instead, each Settlement Class Member is deemed to covenant and undertake 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 Claims;
18. each Settlement Class member shall not commence or continue any action or take any proceeding relating in any way to the Released 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 any claim for contribution, indemnity or any other relief against any one of the Releasees in this proceeding;
19. all claims for contribution, indemnity or other claims over, whether asserted, 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, by any Defendant or any other person or party, against a Releasee are barred, prohibited and enjoined in accordance with the terms of this Order (unless such claim is made in respect of a claim by a person who has validly opted-out of the Settlement Class);
20. if the Courts ultimately determine that there is a right of contribution and indemnity between the Defendants, the Plaintiffs and the Settlement Class Members shall restrict

their joint and several claims against any other Defendants such that the Plaintiffs shall be entitled to claim and recover from the other Defendants on a joint and several basis only those damages (including punitive damages) arising from and allocable to the sales of the other Defendants;

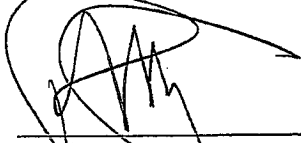
21. this action be and is hereby dismissed against the Settling Defendants, Degussa-Hüls AG, Degussa Corporation and Degussa Canada Inc., without costs and with prejudice;
22. Deloitte & Touche LLP is hereby appointed as Claims Administrator;
23. the Degussa Settlement Amount be distributed by the Claims Administrator in accordance with the Distribution Protocol, which is attached hereto as Schedule "B";
24. the short-form and long-form notice of certification and settlement approval are hereby approved substantially in the form attached hereto as Schedules "C" and "D";
25. the plan of dissemination of the short-form and long-form of the notice of certification and settlement approval is hereby approved in the form attached hereto as Schedule "E";
26. Settlement Class Members shall submit a claim form to the Claims Administrator on or before the date which is ninety (90) days from the date of the first publication of the notice of certification and settlement approval and any Settlement Class Member who fails to do so shall not share in any distribution made in accordance with the Distribution Protocol with respect to the Degussa Settlement Agreement or any previous settlement agreement entered into with other Defendants and already approved by the Court, unless the Court orders otherwise;
27. any appeals filed by Settlement Class Members with respect to the rejection of all or part of their claims shall be heard by Reva Devins;

28. approval of the Degussa Settlement Agreement is contingent upon approval by the Ontario Court and the Quebec Court of the same Degussa Settlement Agreement and this Order shall have no force and effect if such approval is not secured in Ontario and Quebec.


 *By The Court*
Quamher J. Digitally signed by
Berg, Mellani

REGISTRAR

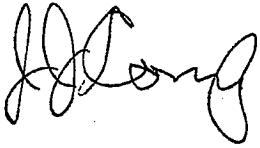
APPROVED AS TO FORM:



Renlar Mogerman
Counsel for the Plaintiffs

J Ken McEwan by  by permission

J. Kenneth McEwan Q.C.
Counsel for the Defendant, Novus
International Inc.

Warren Milman by  by permission

Warren B. Milman
Counsel for the Defendants, Degussa-Hüls AG,
Degussa Corporation and Degussa Canada Inc.