

SETTLEMENT AGREEMENT

Plaintiff Class Representatives (as hereinafter defined) in the Ontario class action lawsuit No. 37708, in the British Columbia class action lawsuit No. S015589 and in the Quebec class action lawsuit No. 200-06-000019-011 on their own behalf and on behalf of the proposed Ontario Class (as hereinafter defined), British Columbia Class (as hereinafter defined) and the Quebec Class (as hereinafter defined) (all, collectively, referred to as "Plaintiffs") and Daesang America, Inc., f/k/a Miwon America, Inc. (the "Settling Defendant"), hereby enter into this agreement pursuant to the terms set out below (the "Settlement Agreement") subject to the approval of the Ontario Court, the British Columbia Court and the Quebec Court;

WHEREAS Long Duc Ngo and Christopher Mclean commenced action number 37708 in Ontario on September 7th, 2001 on their own behalf and on behalf of the proposed Ontario Class;

WHEREAS Abel Lam and Klas Consulting & Investment Ltd. commenced Action No. S015589 on or about October 4th, 2001 on their own behalf and on behalf of the proposed British Columbia Class;

WHEREAS Colette Brochu commenced Action No. 200-06-000019-011 in Quebec on or about September 25th, 2001 on her own behalf and on behalf of the proposed Quebec Class;

WHEREAS the Plaintiffs in the Ontario, British Columbia and Quebec Actions (as hereinafter defined) alleged that the defendants were involved in a conspiracy to fix, raise, maintain or stabilize the prices of and allocate markets or customers for monosodium glutamate (MSG) and Nucleotides in Canada, and sought damages for their respective Class Members (as hereinafter defined);

WHEREAS the Settling Defendant and the Grantees deny the allegations and claims which the Plaintiffs have made in the Actions and deny that damages are payable for

any violation of the *Competition Act* or otherwise and assert that they have valid defences to the Actions;

WHEREAS Plaintiffs' counsel and counsel for the Settling Defendant have conducted extensive settlement negotiations which resulted in this Settlement Agreement;

WHEREAS based upon the analysis of the facts and law applicable to the claims of the Plaintiffs, and having regard to the burdens and expenses in conducting this litigation, including the risks and uncertainties associated with protracted trials and appeals, the Plaintiffs and the Plaintiffs' counsel have concluded that this Settlement Agreement provides substantial benefits to the Class Members and that it is fair, reasonable and in the best interest of the Class Members;

WHEREAS the Plaintiffs and the Settling Defendant intend that this Settlement Agreement be binding on all purchasers of MSG and Nucleotides and on all purchasers of products containing or derived from MSG and/or Nucleotides in Canada and, save and except for the British Columbia Class and Quebec Class, that certification of a national class shall be sought in the Ontario Superior Court of Justice based on the substantial connections of Ontario with the facts giving rise to the actions referred to herein and that certification of a Quebec Class and a British Columbia Class shall be similarly sought in the respective jurisdictions;

WHEREAS the Settling Defendant, despite denial of liability and the assertion of good and valid defences to the Actions, has similarly concluded that this Settlement Agreement is desirable in order to avoid the time, risk and expense of defending against repetitive and protracted litigation, and to resolve completely the pending and potential claims of the Class Members;

WHEREAS the Settling Defendant enters this Settlement Agreement on the basis that there will be a valid and binding national class, British Columbia Class and Quebec Class for all purchasers of MSG and/or Nucleotides and for all purchasers of products containing or derived from MSG and/or Nucleotides in Canada and that all claims by all possible claimants for sales to or in Canada are included and will be satisfied by this

Settlement Agreement subject to those individual Class Members who opt out in a timely manner in compliance with the procedures for so doing and it is acknowledged that the Settling Defendant would not have entered into this Settlement Agreement if not for the foregoing;

WHEREAS while for the express purpose only of this Settlement Agreement, the Settling Defendant consents to the certification of the Actions as provided below, the Settling Defendant expressly reserves its right to contest certification of other related or unrelated proceedings and asserts that the Actions referred to herein would not be appropriately certified in the absence of the within Settlement Agreement, including in particular, but without limitation, with respect to indirect claimants (those not purchasing MSG and/or Nucleotides directly from the Settling Defendant);

WHEREAS neither this Settlement Agreement nor any step taken to carry out the Settlement Agreement nor any document relating to it is, may be construed as, or may be used as, an admission by or against Settling Defendant and/or the Grantees of the truth of any allegations of liability or of jurisdiction of the Canadian courts over the Settling Defendant and/or the Grantees or of the certifiability of the Actions as class actions or as a waiver of any applicable legal right or benefit of the Settling Defendant and/or the Grantees other than as expressly stated in this Settlement Agreement. This Settlement Agreement may not be construed or used as an admission by or against the Plaintiffs or the Class Members or as a waiver of any applicable legal right or benefit of the Plaintiffs or the Class Members other than as expressly stated in this Settlement Agreement. Further, neither this Settlement Agreement nor any document relating to, or action taken to carry out this Settlement Agreement shall be offered or received in evidence in any action or proceeding against the Settling Defendant and/or the Grantees, the Plaintiffs or the Class Members, or any of them, in any court, administrative agency or other tribunal for any purpose whatsoever other than to enforce the provisions of the Settlement Agreement or to seek court approval of the Settlement Agreement in the manner as described below.

NOW, THEREFORE, IN CONSIDERATION OF THE COVENANTS, AGREEMENTS AND RELEASES SET FORTH HEREIN AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged whereof quit, it is agreed by the Parties that this Settlement Agreement constitutes the full and final resolution of any and all past, present, future, and/or potential claims, demands, causes of action, actions, recourses, pursuits, disputes and/or proceedings, real or otherwise, against the Grantees for, or relating in any way to, the alleged conspiracy with respect to the sale of MSG and/or Nucleotides and/or products containing and/or derived from MSG and/or Nucleotides to or in Canada and to all direct and/or indirect purchases of MSG and/or Nucleotides and purchases of products containing or derived from MSG and/or Nucleotides for or in Canada in accordance with the terms of this Settlement Agreement.

DEFINITIONS

1. The following words and phrases shall have the following meanings in this Settlement Agreement, including all of the appendices hereto:
 1. “Actions” means Action No. 37708 commenced in the Superior Court of Justice of Ontario, Action No. S015589 commenced in the Supreme Court of British Columbia and Action No. 200-06-000019-011 commenced in the Quebec Superior Court.
 2. “Approval Orders” means the orders of the Ontario Court and the British Columbia Court, and the judgment of the Quebec Court which certify the Actions as class actions and approve this Settlement Agreement.
 3. “British Columbia Class” means the plaintiff class as certified by the British Columbia Court, as may be amended from time to time by the said Court.
 4. “British Columbia Court” means the Supreme Court of British Columbia.
 5. “Class” means any one or more of the British Columbia Class, the Ontario Class or the Quebec Class.

6. "Class Counsel" means Siskind, Cromarty, Ivey & Dowler^{LLP}, in Ontario; Camp, Fiorante, Matthews in British Columbia; and Siskinds Desmeules in Quebec.
7. "Class Members" means either each member of the Ontario Class, the British Columbia Class or the Quebec Class, including the Plaintiffs herein, or such members of those classes collectively as the context requires.
8. "Court" means any one or more of the British Columbia, Ontario or Quebec Courts, or collectively as the context requires.
9. "Grantees" refers jointly and severally to Daesang America, Inc., Miwon America, Inc., Miwon Company Ltd., Miwon Trading & Shipping Co., Ltd., Daesang Japan, Inc., Daesang Corporation and their past, present and future officers, directors, employees, agents, stockholders, attorneys, representatives, parents, subsidiaries, affiliates, partners and insurers, including without limitation, all other persons, partnerships or corporations with whom they have been, or are now, affiliated, and the predecessors, successors, heirs, executors, administrators and assigns of each of the foregoing;
10. "Grantors" refers to the Class Members and to their respective past, present and future officers, directors, employees, agents, stockholders, attorneys, representatives, parents, subsidiaries, affiliates, partners and insurers and the predecessors, successors, heirs, executors, administrators and assignees of each of the foregoing;
11. "MSG" means monosodium glutamate, in any form whatsoever and for any use whatsoever, including, without limitation, a fine white crystal substance which when added to foods provides a flavouring function, or any other grade or form of MSG, whether intended for resale or otherwise.

12. "Nucleotides" means all nucleotide based flavour enhancers including, without limitation, disodium inosinate (sometimes called "DSI" or "IMP"), disodium guanylate (sometimes called "DSG" or "GMP") and combinations thereof (sometimes called "I+G), in any form whatsoever and for any use whatsoever, in unmixed form or otherwise, or any other grade or form of Nucleotides, whether intended for resale or otherwise.
13. "Non-Settling Defendants" shall mean Ajinomoto USA Inc., Ajinomoto Company, Inc., Cheiljedang Corp., Takeda Chemical Industries Ltd., Takeda Vitamin & Food, Inc., Takeda Canada Vitamin & Food Inc., Archer Daniels Midland Co., Kyowa Hakko Kogyo Co., Ltd., Tung Hai Fermentation Industrial Corp and any other entity that may be added as a defendant to the Actions.
14. "Ontario Class" means the plaintiff class certified by the Ontario Court, as may be amended from time to time by the said Court;
15. "Ontario Court" means the Superior Court of Justice of Ontario.
16. "Opt Out Deadline" shall, for the Ontario and British Columbia Classes be the date 75 days following the date on which the last of the Approval Orders has been issued and entered or, if applicable, rendered and for the Quebec Class shall be the date 30 days following the date on which the last of the three Approval Orders is issued and entered or, if applicable, rendered.
17. "Parties" mean collectively the Plaintiffs and the Settling Defendant.
18. "Plaintiff Class Representatives" shall mean any one or more of Long Duc Ngo and Christopher Mclean, Abel Lam and Klas Consulting & Investment Ltd. and Colette Brochu.
19. "Quebec Class" means the plaintiff class certified by the Quebec Court, as may be amended from time to time by the said Court.

20. "Quebec Court" shall mean the Quebec (Cour Supérieure) Superior Court.
21. "Settling Defendant" shall mean Daesang America, Inc. f/k/a Miwon America, Inc.

SETTLEMENT BENEFITS

2. Cooperation

- (a) The Settling Defendant agrees to cooperate with Class Counsel by providing them with information known to the Settling Defendant about the alleged conspiracy involving MSG and/or Nucleotides. Such cooperation shall comprise: (i) a solicitor's proffer of information about the alleged conspiracy involving MSG and/or Nucleotides; (ii) producing to Class Counsel materially relevant documents, without any obligation to translate said documents into English or to provide any existing English translations thereof, which the Settling Defendant may have, which are directly related to the existence of the alleged conspiracy involving MSG and/or Nucleotides; (iii) best efforts to authenticate relevant documents produced by the Settling Defendant; and (iv) producing witnesses as set forth in subparagraph (d) below. In providing the above-referenced cooperation, the Settling Defendant shall provide truthful information. Class Members and Class Counsel agree not to assert that the Settling Defendant waived the solicitor-client privilege or any other privilege or protection with respect to any information or documents disclosed to Class Counsel pursuant to this paragraph.
- (b) All information and documents provided by the Settling Defendant to Class Counsel pursuant to this Settlement Agreement, or in contemplation thereof, shall be subject to the confidentiality provisions contained in this Settlement Agreement, including, without limitation, the confidentiality provisions contained in this Section 2, paragraphs (c), (d) and (f) below.

- (c) Class Counsel agree to use any of the information and/or documents obtained pursuant to this Settlement Agreement, or in contemplation thereof, only for the purpose of the Actions and agree not to share any such information and/or documents with any other person, including, but without limitation, Class Members and other parties in the Actions. If any other person demands or requests any such information and/or documents, Class Counsel shall promptly notify the Settling Defendant. Immediately upon entry of final judgment as to all claims in the Actions, the originals and all copies of documents provided by or on behalf of the Settling Defendant pursuant to this Settlement Agreement, or in contemplation thereof, together with all documents containing information provided by the Settling Defendant (including but not limited to, notes, memos, records and abstracts of documents, interviews or other information provided by or on behalf of the Settling Defendant) shall be returned to the Settling Defendant, or its designee, or destroyed at Settling Defendant's option, provided that attorney notes and attorney memos may be destroyed rather than returned, at Class Counsel's option, if an affidavit of such destruction is promptly provided to the Settling Defendant through its counsel. This duty to destroy or return documents shall not apply to documents, if any, which have been filed with the Court, so long as Class Counsel have complied with the requirements of the confidentiality provisions of this Settlement Agreement in their use and filing of such documents.
- (d) Subject to the following conditions, and only under the circumstances set forth in this paragraph, and at costs to be borne by Class Counsel, Settling Defendant will make available to Class Counsel for interviews and trial testimony current and/or former employees of the Grantees who are identified and designated as witnesses by the Settling Defendant's counsel to Class Counsel in the solicitor's proffer. A witness will be made available upon reasonable request, provided he is in good health and is currently employed by a Grantee at the time of his scheduled appearance.

Upon reasonable request, Settling Defendant will make best efforts to make available a witness who, at the time of his requested appearance, is in good health but is not currently employed by a Grantee. The interviews and trial testimony shall occur only if Class Counsel reasonably deem it necessary. With respect to the witness interviews only, the information obtained therefrom shall be used solely for Class Counsel's internal purposes and shall not be revealed to anyone outside of Class Counsel's firms or used for any other purpose but to assist the Class Members in determining their strategy with respect to claims being pursued against other defendants in the Actions. The location of any such interview shall be solely at Settling Defendant's discretion.

- (e) Upon execution of this Settlement Agreement, Plaintiffs and Class Counsel hereby agree to withdraw in writing all current document requests and discovery, examination or deposition notices served on Settling Defendant or its counsel, not to serve any requests for any discovery, examination and/or documents on any of the Grantees in the future, nor to seek to compel the pre-trial or trial testimony of any current or former employee of any Grantee, except as set forth above in the immediately preceding paragraph (d).
- (f) Unless otherwise agreed in writing by Settling Defendant, no information and/or documents, of any kind or nature, provided by Settling Defendant, or representatives of Settling Defendant, pursuant to this Settlement Agreement, or in contemplation thereof, may be shared with any counsel who are representing or advising non-class member plaintiffs (example: Class Members who elect to opt out of the Class) in actual or potential litigation against any one or more of the Grantees.

OPTING OUT

3. Class Members shall have the right to exclude themselves from this Settlement Agreement ("opt out"). Class Members who elect to opt out of this Settlement

Agreement shall mail an Opt Out Form to Class Counsel and Counsel for the Settling Defendant, or for Quebec Class Members, file the Opt Out Form with the Clerk of the Quebec Superior Court for the district of Quebec by registered or certified mail, by the Opt Out Deadline. Class Members who opt out shall be excluded from the terms of the settlement and the action as a whole, and from any and all rights and obligations under this Settlement Agreement and the action as a whole. Class Members who do not opt out in the manner prescribed shall be deemed to have elected to participate in this Settlement Agreement and thus shall be bound by this Settlement Agreement and all related Court orders. Where a Class Member is a member of more than one Class, opting out of one Class results in opting out of the entire proceedings and the entire Settlement Agreement. Furthermore, Class Counsel hereby undertake to immediately notify counsel for the Settling Defendant in writing as to the number and identity of opt outs immediately upon being made aware of same.

RIGHT TO RESCIND

4. If, in Settling Defendant's sole, unfettered opinion, an unacceptable number of Ontario, British Columbia or Quebec Class Members have opted out of this Settlement Agreement, the Settling Defendant shall have the option to rescind this Settlement Agreement as set forth in paragraph 5.

Similarly, Settling Defendant shall have the option to rescind this Settlement Agreement if Court approval of the Settlement Agreement, or any part thereof, is not obtained by any of the Courts, or if such approval is modified or set aside on appeal, or if the Court enters final judgment and appellate review is sought, and on such review, such final judgment is not affirmed.

5. Settling Defendant shall exercise its option to rescind the Settlement Agreement within thirty (30) days of having been informed in writing by Class Counsel of the number and identity of Class Members that have opted out or within thirty (30) days of being informed that Court approval of the Settlement Agreement has not been obtained, in whole or in part, or within thirty (30) days of Court approval of

the Settlement Agreement being modified or set aside by an appellate review and having been so informed, the whole by providing written notice (Notice of Rescission) to Class Counsel and the Courts.

6. In the event that Settling Defendant exercises its option to rescind pursuant to Section 6 of this Settlement Agreement, Notice of Rescission shall, in addition, be given to Class Members by way of public notice and also individually to all Class Members who opted out., in the latter case, such notice shall be given by Class Counsel. The content and method of dissemination of the Notice of Rescission shall be determined by the Court.
7. Settling Defendant shall be responsible for all costs associated with the Notice of Rescission and the notice in connection with the Approval Orders if it exercises its option to rescind this Settlement Agreement.
8. Class Representatives shall have the right to rescind this Settlement Agreement only in the event that Settling Defendant does not substantially comply with its obligation to make witnesses available as provided in Section 2(d) hereinabove.

EFFECT OF RESCISSION

9. In the event that this Settlement Agreement is rescinded, then the Settlement Agreement shall be terminated and shall be of no force or effect, except as provided in Section 10 hereinbelow, and, in such event, the Parties agree that this Settlement Agreement, its negotiation and execution, the certification of the British Columbia Class and/or Ontario Class and/or Quebec Class and any approval of the Settlement Agreement by any Court, as well as the exhibit, and any and all documents and discussions associated with the Settlement Agreement shall be without prejudice to the rights of any party, shall not be deemed or construed to be an admission or evidence of any violation of any law or of any liability or wrongdoing by any defendant or Grantee, or of the truth of any of the claims or allegations contained in the Statement of Claim of any of the Actions or any other pleading, and shall be maintained in confidence, and

evidence thereof shall not be discoverable or used directly or indirectly, in any way, whether in the Actions or in any other action or proceeding nor shall it constitute an admission in an effort to establish the jurisdiction of the Canadian Courts over any foreign party and the Parties will enter a Consent Order in the courts of British Columbia, Ontario and Quebec to that effect.

RESERVATION OF RIGHTS

10. The Settling Defendant and Class Members expressly reserve all of their rights if this Settlement Agreement is rescinded. The Settling Defendant acknowledges that Class Counsel may continue to act for Class Members in these class proceedings if the Settlement Agreement is rescinded. Class Members and Class Counsel (and any person who effectively elects to exclude himself, herself or itself from the Class) agree that in the event that this Settlement Agreement is rescinded, the originals and all copies of documents provided by or on behalf of Settling Defendant pursuant to this Settlement Agreement, or in contemplation thereof, together with all documents containing information provided by or on behalf of Settling Defendant (including but not limited to, notes, memos, records and abstracts of documents, interviews or other information provided by or on behalf of the Settling Defendant) shall be returned to Settling Defendant, or its designee, or destroyed at Settling Defendant's option, provided that attorney notes and memos may be destroyed rather than returned, at Class Counsel's option, if an affidavit of such destruction is promptly provided to Settling Defendant through its counsel. Further, none of the aforesaid persons and entities shall use or attempt to use in any manner whatsoever, directly or indirectly, any documents or information provided by or on behalf of Settling Defendant, or any documents or information derived in whole or in part therefrom, against the Grantees or against any other party to the Actions in connection with the Actions or for any other purpose.

APPROVAL ORDER

11. The Parties shall seek Approval Orders from the Courts in forms agreed to by the Parties.

NOTICE OF CERTIFICATION AND SETTLEMENT AGREEMENT APPROVAL

12. The notice of certification and Settlement Agreement approval ("Certification and Approval Notice") shall be disseminated in the form and pursuant to the protocol outlined in Appendices "A" and "B" to this Settlement Agreement. The Certification and Approval Notice shall be published in the newspaper within 10 days of the rendering of the judgment and by any other method of dissemination as determined by the Court. The costs shall be borne by the Class.

COVENANT NOT TO SUE

13. In consideration hereof, the Grantors hereby covenant not to sue, assert any claim, nor institute any other action against any and/or all of the Grantees in respect of any and all claims, lawsuits, demands, causes of action, actions, recourses, pursuits, disputes and/or proceedings, whether class, individual or otherwise, in nature, known, suspected or unknown, whether or not concealed or hidden and without regard to the subsequent discovery or existence thereof, past, present or future, that were asserted or could have been asserted, directly or indirectly, by or on behalf of or through the Grantors individually, collectively or otherwise, relating directly and/or indirectly to the conduct of the Grantees in relation to the matters which were asserted or could have been asserted in any of the Actions and/or related to the pricing of MSG and/or Nucleotides from the beginning of time to the date of this Settlement Agreement and on account of, or in any way arising out of, any and all known and unknown, foreseen and unforeseen, suspected or unsuspected injuries, damages and the consequences thereof, in any way arising out of or resulting directly or indirectly from conduct concerning the pricing, selling, discounting, marketing, distribution and/or production of MSG and/or Nucleotides and/or which arise from or are in any way related to the alleged conspiracy with respect to the sale of MSG and/or Nucleotides, or products containing or derived from MSG and/or Nucleotides, to

or in Canada and to all direct and/or indirect purchases of MSG and/or Nucleotides and purchases of products containing or derived from MSG and/or Nucleotides, for or in Canada from the beginning of time to the date of this Settlement Agreement.

Grantors further covenant and agree that they will not encourage nor voluntarily aid, assist or participate in any action instituted by anyone else against any or all of the Grantees relating or pertaining in any way to the causes of action asserted in the Actions.

14. Nothing in this Settlement Agreement shall prejudice or in any way interfere with the rights of Grantors to pursue all of their other rights and remedies against persons and/or entities other than the Grantees. Nevertheless, Grantors further agree that in the event a Class Member commences or continues litigation or pursues a claim or makes a claim against any person or entity arising from, arising out of, or connected directly or indirectly with the sale, manufacture and/or distribution in Canada of MSG and/or Nucleotides, or products containing or derived from MSG and/or Nucleotides, including all claims for non-pecuniary, punitive, aggravated, consequential damages, and costs, then the Class Member expressly agrees not to include in respect of any such claim any right to recover from such person or entity any such amounts as a Court attributes to the fault of the Grantees and any amount the Grantees may ultimately be responsible to pay in the event that Class Members do not collect a judgment from the Non-Settling Defendants. It is further agreed that Class Members shall renounce and do by these presents renounce to any amount that might otherwise be recoverable directly or indirectly from the Grantees.

ENTIRE AGREEMENT

15. This Settlement Agreement, together with the preambles and the attached appendices, constitutes the entire agreement between the Parties pertaining to the subject matter hereof, and supersedes all prior understandings, representations, negotiations, discussions, and agreements, whether oral or

written, which may have occurred prior hereto pertaining to the subject matter hereof. There are no other warranties or representations between the Parties in connection with the subject matter of this Settlement Agreement except as specifically set forth herein and none have been relied upon by the Parties in entering into this Settlement Agreement.

ONGOING AUTHORITY

16. The Court will retain exclusive jurisdiction over the Actions and over all Parties named or described therein, including, but not limited to, all Class Members and the Settling Defendant. Further, the Court will retain exclusive jurisdiction to interpret and enforce the terms, conditions and obligations of this Settlement Agreement. Notwithstanding the foregoing, the Parties will not seek or consent to any order which may affect the rights of Class Members other than those within the jurisdiction of such court unless like orders are being made by the Court with jurisdiction over such other Class Members that may be affected thereby.

APPLICABLE LAW

17. Except for the Quebec Class to which the law of Quebec shall apply, the law of the Province of Ontario shall apply to this Settlement Agreement. This Settlement Agreement constitutes a "transaction" within the meaning of Article 2631 of the *Quebec Civil Code*.

NOTICES

18. All communications to be provided pursuant to or in connection with this Settlement Agreement shall be in writing and shall be delivered personally or sent by registered mail or overnight delivery service, costs prepaid, to the Parties at the addresses set forth below, or to such other individuals and addresses as the Plaintiffs or the Settling Defendant may designate in writing from time to time.

Siskind, Cromarty, Ivey & Dowler ^{LLP}
Barristers & Solicitors
680 Waterloo Street
London, Ontario N6A 3V8
Counsel for the Ontario Class Members

Siskinds Desmeules
Barristers & Solicitors
Les Promenades du Vieux Québec
43 Buade Street, Suite 320
Quebec, Quebec G1R 4A2
Counsel for the Quebec Class Members

Camp, Fiorante, Matthews
Barristers & Solicitors
Fourth Floor
Randall Building
555 West Georgia Street
Vancouver, British Columbia V6B 1Z6
Counsel for the British Columbia Class Members

Minden Gross Grafstein & Greenstein ^{LLP}
Barristers & Solicitors
700-111 Richmond Street West
Toronto, Ontario M5H 2H5
Ontario Counsel for the Defendant Daesang America, Inc. f/k/a Miwon
America, Inc.

Mendelsohn, G.P.
Attention: Me. L.B. Erdle
Attorneys
1000 Sherbrooke St. West, 27th Floor
Montreal, Quebec H3A 3G4
Quebec Counsel for the Defendant Daesang America, Inc., f/k/a Miwon
America, Inc.

Owen, Bird
Barristers & Solicitors
Three Bentall Centre
2900-595 Burrard Street
Vancouver, British Columbia V7X 1J5
British Columbia Counsel for the Defendant Daesang America, Inc., f/k/a
Miwon America, Inc.

Law Offices of Richard B. Pacella
3 New York Plaza, 14th Floor
New York, New York 10004 U.S.A.
U.S. Counsel for the Defendant Daesang America, Inc., f/k/a Miwon America, Inc.

EXECUTION AND PROCESSING OF SETTLEMENT AGREEMENT

19. The Parties and their respective counsel shall expeditiously do all things as may be reasonably required to give effect to this Settlement Agreement.

AUTHORITY OF COUNSEL

20. The undersigned counsel for the Parties covenant and represent that they are fully authorized to enter into and to execute this Settlement Agreement.

FRENCH TRANSLATION

21. A French translation of this Settlement Agreement and all Appendices attached hereto shall be prepared and the costs of translating this Settlement Agreement and all Appendices attached hereto shall be paid out of the Settlement Benefits.

FRENCH LANGUAGE CLAUSE

22. Les Parties ont convenu que la présente entente soit rédigée en anglais.
23. The Parties further agree that this Settlement Agreement may be executed in counterparts, each of which shall be deemed to be an original for all purposes and all executed counterparts taken together shall constitute the complete Settlement Agreement.

DATED THIS DAY OF , 2003.

Date: May 23/03

SISKIND, CROMARTY, IVEY & DOWLER, LLP

Per: Andrew Ivey & Charles Wright
Solicitors for the Ontario Class Members

05/23/2003 11:22 FAX 519 872 6065

SISKINDS

003/003

05/20/03 12:11 FAX 804 889 7664

CAMP FIORANTE MATTHEWS

002

18

SISKINDS DESMEULES

Date: _____

Per: _____
Solicitors for the Quebec Class Members

CAMP, FIORANTE, MATTHEWS

Date: May 20, 2003

Per: _____
Solicitors for the British Columbia Class Members

MINDEN GROSS GRAFSTEIN & GREENSTEIN LLP

Date: _____

Per: _____
Solicitors in Ontario for the Defendant Daesang America, Inc. f/k/a Miwon America, Inc.

OWEN, BIRD

Date: _____

Per: _____
Solicitors in British Columbia for the Defendant Daesang America, Inc., f/k/a Miwon America, Inc.

MENDELSON, GENERAL PARTNERSHIP

Date: _____

Per: _____
Solicitors in Quebec for the Defendant Daesang America, Inc., f/k/a Miwon America, Inc.

LAW OFFICES OF RICHARD B. PACELLA

Date: _____

Per: _____
U.S. Solicitors for the Defendant Daesang America, Inc., f/k/a Miwon America, Inc.

5/13/2003 11:33 FAX 519 872 8085

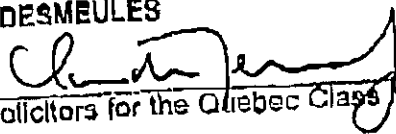
SISKINDS

18

SISKINDS DESMEULES

Date: _____

Per: _____


Solicitors for the Quebec Class Members

CAMP, FIORANTE, MATTHEWS

Date: _____


Per: _____

Solicitors for the British Columbia Class Members

MINDEN GROSS GRAFSTEIN & GREENSTEIN LLP

Date: _____


Per: _____


Solicitors in Ontario for the Defendant Daesang America, Inc. f/k/a Miwon America, Inc.

OWEN, BIRD

Date: _____

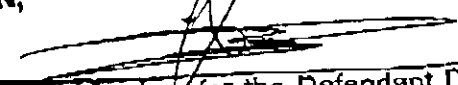
Per: _____


Solicitors in British Columbia for the Defendant Daesang America, Inc., f/k/a Miwon America, Inc.

MENDELSON, GENERAL PARTNERSHIP

Date: _____


Per: _____


Solicitors in Quebec for the Defendant Daesang America, Inc., f/k/a Miwon America, Inc.

LAW OFFICES OF RICHARD B. PACELLA

Date: _____

Per: _____


U.S. Solicitors for the Defendant Daesang America, Inc., f/k/a Miwon America, Inc.