

**CANADIAN
METHIONINE CLASS ACTION
NATIONAL SETTLEMENT AGREEMENT**

Made as of December 20, 2009

Between

**GLEN FORD, FLEMING FEED MILL LTD.,
ALIMENTS BRETON INC., KRISTI CAPP,
WENDY WEBER, TOP SHELF FEEDS INC, AND
YVES LAFERRIERE**

(the "Plaintiffs")

and

**DEGUSSA-HULS AG (now known as EVONIK DEGUSSA GMBH), DEGUSSA
CORPORATION (now known as EVONIK DEGUSSA CORPORATION),
AND DEGUSSA CANADA INC. (now known as EVONIK DEGUSSA CANADA INC.)**

(the "Settling Defendants")

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RECITALS

A. WHEREAS the Proceedings have been commenced by the Plaintiffs in Ontario, Quebec and British Columbia which allege that the Settling Defendants participated in an unlawful conspiracy to raise, fix, maintain or stabilize the price of Methionine in Canada and/or to allocate markets and customers for the sale of Methionine in Canada, contrary to Part VI of the *Competition Act* and common law;

B. WHEREAS the Settling Defendants do not admit, through the execution of this Settlement Agreement or otherwise, any allegation of unlawful conduct alleged in the Proceedings;

C. WHEREAS the Plaintiffs and Class Counsel have reviewed and fully understand the terms of this Settlement Agreement and, based on their analyses of the facts and law applicable to the Plaintiffs' claims, and having regard to the burdens and expense in prosecuting the Proceedings, including the risks and uncertainties associated with trials and appeals, the Plaintiffs and Class Counsel have concluded that this Settlement Agreement is fair, reasonable and in the best interests of the Plaintiffs and the classes they seek to represent;

D. WHEREAS 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 by the Plaintiffs in the Proceedings, and to avoid further expense, inconvenience and the distraction of burdensome and protracted litigation;

E. WHEREAS the Parties therefore wish to, and hereby do, finally resolve, without admission of liability, all of the Proceedings as against the Settling Defendants;

F. WHEREAS 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 or authorization of the Proceedings as class proceedings and have consented to a Settlement Class and a Common Issue in each of the Proceedings;

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

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, it is agreed by the Parties that the Proceedings be settled and dismissed on the merits with prejudice as to the Settling Defendants only, without costs as to the Plaintiffs, the classes they seek to represent or the Settling Defendants, subject to the approval of the Courts, on the following terms and conditions:

SECTION 1 - DEFINITIONS

For the purpose of this Settlement Agreement only, including the Recitals and Schedules hereto:

- (1) *Account* means an interest bearing trust account at a Canadian Schedule 1 bank in Ontario under the control of Deloitte & Touche LLP pursuant to the terms of the Settlement Agreement.
- (2) *Administration Expenses* means all fees, disbursements, expenses, costs, taxes and any other amounts incurred or payable by the Plaintiffs, Class Counsel or otherwise for the approval, implementation and operation of this Settlement Agreement, including the costs of notices but excluding Class Counsel Fees.
- (3) *BC Class* means all persons resident in British Columbia who purchased Methionine Products in Canada during the Class Period, except Excluded Persons.
- (4) *BC Counsel* means Camp Fiorante Matthews.
- (5) *BC Court* means the Supreme Court of British Columbia.
- (6) *Claims Administrator* means the person or entity proposed by Class Counsel and appointed by the Courts to administer the Settlement Agreement, including the opt-out process and the claims process, in accordance with the provisions of this Settlement Agreement, and any employees of such person or entity.

- (7) *Class Counsel* means Ontario Counsel, Quebec Counsel and BC Counsel.
- (8) *Class Counsel Fees* include the fees, disbursements, costs, interest, GST and other applicable taxes or charges of Class Counsel.
- (9) *Class Period* means January 1, 1985 to December 31, 1998.
- (10) *Common Issue* in each Proceeding means: 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?
- (11) *Courts* means the Ontario Court, the Quebec Court and the BC Court.
- (12) *Defendants* means the individuals and entities named as defendants in the Proceedings as set out in Schedule A.
- (13) *Distribution Protocol* means the plan for distributing the Settlement Amount and accrued interest, in whole or part, as approved by the Courts.
- (14) *Effective Date* means the date when Final Orders have been received from the Ontario Court, Quebec Court and the BC Court approving this Settlement Agreement.
- (15) *Excluded Person* means 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 each of the foregoing.
- (16) *Final Order* means a final judgment entered by a Court in respect of the certification or authorization of a 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.
- (17) *Methionine* means any and all forms of the synthetic amino acid methionine, including, but not limited to, DL-methionine, DL-methionine hydroxy analog free acid (HMTBA), sodium methioninate, 2-hydroxy-4-(methylthio) calcium salt, and synthetic methionine-derived products, any products containing these chemicals, and all

methionine chemical intermediates, including, but not limited to, methyl mercaptan, acrolein, and methyl mercaptopropionaldehyde, and any products sold under the trade names ALIMET or MHA.

- (18) ***Methionine Products*** means Methionine and products that directly or indirectly contain or are derived from Methionine or from animals which had consumed Methionine.
- (19) ***Non-Settling Defendant*** means a Defendant that is not a Settled Defendant or a Settling Defendant.
- (20) ***Novus Settlement Agreement*** means the settlement agreement entered into between the Plaintiffs and Novus International, Inc. and Novus International (Canada) Inc., dated February 17, 2009.
- (21) ***Ontario Class*** means all persons who purchased Methionine Products in Canada during the Class Period except the Excluded Persons and persons who are included in the Quebec Class and the BC Class.
- (22) ***Ontario Counsel*** means Siskinds LLP and Sutts, Strosberg LLP.
- (23) ***Ontario Court*** means the Ontario Superior Court of Justice.
- (24) ***Opt-Out Deadline*** means the date which is sixty (60) days after the date on which the notice of certification and settlement approval is first published.
- (25) ***Other Actions*** means actions or proceedings, other than the Proceedings, relating to Released Claims commenced by a Settlement Class Member either before or after the Effective Date.
- (26) ***Parties*** means the Plaintiffs, Settlement Class Members and the Settling Defendants.
- (27) ***Plaintiffs*** means the individuals and entities named as plaintiffs in the Proceedings as set out in Schedule A.
- (28) ***Proceedings*** means Ontario Court File No. 00-CV-201723CP (Toronto), Quebec Court (District of Montreal) Action No. 500-06-000233-045 and British Columbia Court File No. L003124 (Vancouver Registry).

- (29) *Purchase Price* means the sale price paid by Settlement Class Members for Methionine Products purchased during the Class Period, less any rebates, delivery or shipping charges, taxes and other form of discounts.
- (30) *Quebec Class* means all natural persons in Quebec who purchased Methionine Products in or from Quebec during the Class Period except the Excluded Persons.
- (31) *Quebec Counsel* means Siskinds Desmeules s.e.n.c.r.l.
- (32) *Quebec Court* means the Superior Court of Quebec.
- (33) *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 (including Administration Expenses), penalties, and lawyers' fees (including Class Counsel Fees), known or unknown, suspected or unsuspected, in law, under statute or in equity, that 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 anywhere, from the beginning of time to the date hereof, in respect of the purchase, sale, pricing, discounting, marketing or distributing of Methionine 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, would have been asserted or could have been asserted, whether in Canada or elsewhere, as a result of the purchase of Methionine Products delivered in Canada.
- (34) *Releasees* means, jointly and severally, individually and collectively, the Settling Defendants and all of their respective present and former, direct and indirect, parents, subsidiaries, shareholders, divisions, affiliates, partners, insurers, and all other persons, partnerships or corporations with whom any of the former have been, or are now affiliated, and any of 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, excluding always the Non-Settling Defendants.

- (35) *Releasers* means, jointly and severally, individually and collectively, the Plaintiffs and the Settlement Class Members and their respective predecessors, successors, heirs, executors, administrators, and assigns.
- (36) *Settlement Agreement* means this agreement, including the recitals and schedules.
- (37) *Settlement Amount* means CDN \$1,250,000.00
- (38) *Settlement Class* means, in respect of each Proceeding, the settlement class defined in Schedule A.
- (39) *Settlement Class Member* means a member of a Settlement Class who does not validly opt-out of that Settlement Class in accordance with orders of the Courts.
- (40) *Settled Defendants* means Aventis Animal Nutrition S.A. and Rhone-Poulenc Canada Inc.
- (41) *Settling Defendants* means Degussa-Huls AG (now known as Evonik Degussa GmbH), Degussa Corporation (now known as Evonik Degussa Corporation) and Degussa Canada Inc. (now known as Evonik Degussa Canada Inc.).
- (42) *U.S. Litigation* means the class action proceeding previously pending in the United States District Court for Northern District of California, under the caption *In re Methionine Antitrust Litigation*, MDL No. 1311, and including all actions transferred by the Judicial Panel for Multidistrict Litigation for coordination, all actions pending such transfer, and all actions that may be transferred in the future.

SECTION 2 - CONDITION PRECEDENT: COURT APPROVAL

This Settlement Agreement shall be deemed to be terminated and therefore null and void and of no force and effect unless the Ontario Court, British Columbia Court and Quebec Court each approve this Settlement Agreement in accordance with the terms set out herein in the Proceeding commenced in their respective jurisdiction and the orders so given become Final Orders.

SECTION 3 - SETTLEMENT APPROVAL

3.1 Best Efforts

The Parties shall use their best efforts to effectuate this settlement and to secure the prompt, complete and final dismissal with prejudice of the Proceedings as against the Settling Defendants

3.2 Motions for Approval

(1) As soon as practicable after the Settlement Agreement is executed, the Plaintiffs shall bring motions before the Courts for orders approving the notices described in Section 12, certifying or authorizing each of the Proceedings commenced in their respective jurisdictions as a class proceeding (for settlement purposes) and approving this Settlement Agreement.

(2) The Ontario order certifying the Ontario Class and approving the Settlement Agreement referred to in Section 3.2(1) shall be in the form attached hereto as Schedule B except that paragraphs 1, 4, 8-11, 13, 15, and 23-25 of the Ontario order need only be substantially in the form set out in Schedule B. The Quebec and British Columbia orders authorizing or certifying the Proceedings and approving the Settlement Agreement referred to in Section 3.2(1) shall be agreed upon by the Parties and shall mirror the substance and, where possible, the form of the Ontario order.

3.3 Pre-Motion Confidentiality

Until the first of the motions required by Section 3.2(1) is filed, the Parties shall keep all of the terms of the Settlement Agreement confidential and shall not disclose them without the prior written consent of counsel for the Settling Defendants and Class Counsel, as the case may be, except as required for the purposes of financial reporting or the preparation of financial records (including tax returns and financial statements) or as otherwise required by law.

3.4 Sequence of Motions

The Plaintiffs in Quebec and British Columbia shall not proceed with a motion to approve this Settlement Agreement unless and until the Ontario Court approves this Settlement Agreement. The approval motions may be filed in Quebec and British Columbia, but, if necessary, Quebec and BC Counsel will seek an adjournment of their approval hearing to permit

the Ontario Court to render its decision on the approval motion. Class Counsel and the Settling Defendants may agree to waive this provision.

SECTION 4 - SETTLEMENT BENEFITS

4.1 Payment of Settlement Amount

- (1) The Settling Defendants shall pay the Settlement Amount in full satisfaction of the Released Claims against the Releasees.
- (2) The Settling Defendants shall have no obligation to pay any amount in addition to the Settlement Amount, for any reason, pursuant to or in furtherance of this Settlement Agreement.
- (3) Deloitte & Touche LLP is hereby appointed by the Settling Defendants and Class Counsel to hold and administer the Account.
- (4) The Settling Defendants shall pay the Settlement Amount to Deloitte & Touche LLP for deposit into the Account within sixty (60) days of the execution of this Settlement Agreement by all Parties. Deloitte & Touche LLP shall invest the Settlement Amount in the classes of securities provided in Section 27 of the *Trustee Act*, R.S.O. 1990, c.T.23. Any interest, dividends, distributions, proceeds, or other income received on the Settlement Amount shall be reinvested by the Deloitte & Touche LLP in the classes of securities provided in Section 27 of the *Trustee Act*, R.S.O. 1990, c.T.23. All fees and costs of any custodian holding and/or investing the Settlement Amount shall be paid out of the income of such funds and shall not be the responsibility of the Settling Defendants.
- (5) Deloitte & Touche LLP shall not pay out all or part of the Settlement Amount or any interest, dividends, distributions, proceeds, or other income received on the Settlement Amount, except as directed by order of the Court.

4.2 Partial Refund of Settlement Amount

- (1) Plaintiffs agree that if the Novus Settlement Agreement does not become effective and if any or all of the Plaintiffs enter into a subsequent settlement of any or all claims in the Proceedings with any Non-Settling Defendant for less than the Settlement Amount, then the Settling Defendants shall receive a reimbursement in an amount equal to the difference between the payment of such Non-Settling Defendant and the Settlement Amount, together with interest

accrued on such portion of the Settlement Agreement while held in the Account. The determination of whether a settlement is more favourable shall:

- (a) consider only the amount of monetary consideration paid by such Non-Settling Defendant;
- (b) regard any such Non-Settling Defendant, its affiliates and related entities, whether or not identified in Schedule A to the Settlement Agreement, as one and the same; and
- (c) for any settlement amount stated in a currency other than Canadian dollars, convert such amount to Canadian dollars using the exchange rate published by Royal Bank of Canada for the date this Settlement Agreement is executed.

(2) In the event the Settling Defendants are entitled to receive a refund from Plaintiffs pursuant to this Section, Plaintiffs shall make the required refund not later than thirty (30) days after receiving the settlement proceeds from the other defendant.

(3) To effectuate the purposes of this paragraph, counsel for Plaintiffs shall cause to have delivered to the Settling Defendants, at the following address, within five (5) days of its execution, a summary of the material economic terms of any settlement agreement with any Non-Settling Defendant(s) and any other information as may be necessary to apply the formula as set out herein:

John P. Brown
McCarthy Tétrault LLP
Suite 5300
Toronto Dominion Bank Tower
Toronto, ON M5K 1E6

(4) If a dispute arises between the Plaintiffs and the Settling Defendants as to the amount of the refund owing, if any, or the manner in which the refund is calculated, and they are unable to resolve it as between themselves, the dispute shall be determined by the Ontario Court on motion brought by Class Counsel or by Counsel for the Settling Defendants.

(5) The provisions of this paragraph shall continue in effect as long as legally permissible.

4.3 Taxes and Interest

(1) Except as hereinafter provided, all interest earned on the Settlement Amount shall accrue to the benefit of the Settlement Classes and shall become and remain part of the Account.

(2) Subject to Section 4.2(3), all taxes payable on any interest which accrues on the Settlement Amount in the Account or otherwise in relation to the Settlement Amount shall be the responsibility of the Settlement Classes. Class Counsel shall be solely responsible to fulfill all tax reporting and payment requirements arising from the Settlement Amount in the Account, including any obligation to report taxable income and make tax payments. All taxes (including interest and penalties) due with respect to the income earned by the Settlement Amount shall be paid from the Account.

(3) The Settling Defendants shall have no responsibility to make any filings relating to the Account and will have no responsibility to pay tax on any income earned by the Settlement Amount or pay any taxes on the monies in the Account, unless this Settlement Agreement is terminated, in which case the interest earned on the Settlement Amount in the Account shall be paid to the Settling Defendants who, in such case, shall be responsible for the payment of all taxes on such interest.

SECTION 5 - DISTRIBUTION OF THE SETTLEMENT AMOUNT AND ACCRUED INTEREST

5.1 Distribution Protocol

(1) After the Effective Date, at a time wholly within the discretion of Class Counsel, but on notice to the Settling Defendants, Class Counsel may make an application seeking orders from the Courts approving the Distribution Protocol. However, should Class Counsel bring such application before the Proceedings have been finally resolved with all Non-Settling Defendants, the Distribution Protocol shall require Class Counsel or the Opt-Out Administrator to reserve sufficient monies to satisfy the Plaintiffs' obligations under Section 4.2 of this Settlement Agreement.

(2) The Distribution Protocol shall require Settlement Class Members seeking compensation to give credit for any compensation received through other proceedings or private out-of-class settlements, unless by such proceedings or private out-of-class settlements the Settlement Class

Member's claim was released in its entirety, in which case the Settlement Class Member shall be deemed ineligible for any further compensation.

5.2 No Responsibility for Administration or Fees

The Settling Defendants shall not have any responsibility, financial obligations or liability whatsoever with respect to the investment, distribution or administration of monies in the Account including, but not limited to, Administration Expenses and Class Counsel Fees.

SECTION 6 - OPTING OUT

6.1 Procedure

(1) A person may opt-out of the Proceedings by sending a written election to opt-out, signed by the person or that person's designee, by pre-paid mail, courier or fax to the Claims Administrator at an address to be identified in the Final Orders and the notice contemplated by Section 12 of this Settlement Agreement.

(2) An election to opt-out will only be effective if it is actually received by the Claims Administrator on or before the Opt-Out Deadline.

(3) In addition to a written election to opt-out, a person who wishes to opt-out must provide to the Claims Administrator, on or before the Opt-Out Deadline:

- (a) the person's full name, current address and telephone number;
- (b) the name(s) of each entity from whom the person purchased Methionine Products during the Class Period; and
- (c) for each such entity, the information in the person's possession concerning the Purchase Price of Methionine Products purchased during the Class Period.

6.2 Opt-Out Report

(1) The Opt-Out Administrator may use the information provided by the Settling Defendants pursuant to Section 13.2 to supplement the information received pursuant to Section 6.1(3).

(2) Within twenty (20) days of the Opt-Out Deadline, the Claims Administrator shall provide to the Settling Defendants and Class Counsel, to the extent that such information is known by the

Claims Administrator, the following information in respect of each person, if any, who has opted out of the Proceedings:

- (a) the person's full name, current address and telephone number;
- (b) the reasons for opting out;
- (c) the name(s) of each entity from whom the person purchased Methionine Products during the Class Period; and
- (d) for each such entity, the Purchase Price of Methionine Products purchased during the Class Period; and
- (e) a copy of all information provided by that person in the opting-out process.

6.3 Right to Terminate Based on Opt-Outs

(1) In the event that Settling Defendants conclude in good faith that the numbers of persons who have requested exclusion from the Proceedings is substantial, then Settling Defendants will have the right, exercisable in its sole and absolute discretion, to terminate this Settlement Agreement by serving on Class Counsel written notice of termination (i) within twenty-one (21) days after the Claims Administrator provides counsel for Settling Defendants with the report required by Section 6.2, or (ii) within ten (10) days after the resolution of the last dispute as to the validity of any request for exclusion, whichever is later.

(2) For purposes of this Section, in determining in good faith whether the number of persons who have requested exclusion is "substantial," Settling Defendants shall base that determination on reasonable estimates of the market shares represented by those persons who have requested exclusion for which Settling Defendants are being released. Such estimates shall be based, to the extent feasible, on available data.

SECTION 7 - TERMINATION OF SETTLEMENT AGREEMENT

7.1 Effect of Termination

(1) Except as provided for in Section 7.3, if this Settlement Agreement is terminated, it shall have no further force and effect, shall not be binding on the Parties, and shall not be used as evidence in any litigation or otherwise.

- (2) If this Settlement Agreement is terminated pursuant to Section 2 or Section 6;
- (a) no motion to certify or authorize any of the Proceedings as a class action on the basis of this Settlement Agreement or to approve this Settlement Agreement, which has not been heard, shall proceed; and
 - (b) any order certifying or authorizing a Proceeding as a class action on the basis of the Settlement Agreement or 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.

7.2 Allocation of Monies in the Account Following Termination

If the Settlement Agreement is terminated in accordance with Section 2 or Section 6.3 herein, the Claims Administrator shall return to the Settling Defendants all monies in the Account including interest, but less the costs of notice expended in accordance with Sections 12 and 14, within thirty (30) days of the event of termination.

7.3 Survival of Provisions After Termination

(1) If this Settlement Agreement is terminated the provisions of Sections 4.2(3), 7, 10, 11.2, and 14(1) and (4), and the definitions and Schedules applicable thereto shall survive the termination and continue in full force and effect. All other provisions of this Settlement Agreement and all other obligations pursuant to this Settlement Agreement shall cease immediately.

(2) The Settling Defendants and Plaintiffs expressly reserve all of their respective rights if this Settlement Agreement does not become effective or if this Settlement Agreement is terminated.

SECTION 8 - RELEASES AND DISMISSALS

8.1 Release of Releasees

Upon the Effective Date, and in consideration of payment of the Settlement Amount, and for other valuable consideration set forth in the Settlement Agreement, the Releasers forever and absolutely release the Releasees from the Released Claims.

8.2 Release by Releasees

Upon the Effective Date, 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.

8.3 Covenant Not To Sue

Notwithstanding Section 8.1, 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. The Order entered by the Court shall also enjoin the Releasers from making such additional claims.

8.4 No Further Claims

The Releasers 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 related thereto, except for the continuation of the Proceedings against the Non-Settling Defendants.

8.5 Dismissal of the Proceedings

The Proceedings shall be dismissed by the Final Order with prejudice and without costs as against the Releasees.

8.6 Dismissal of Other Actions

(1) Each Settlement Class Member, who does not opt-out before the Opt-Out Deadline, 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 in Ontario, Quebec or British Columbia by any Settlement Class Member, who does not opt-out, shall be dismissed against the Releasees, without costs and with prejudice.

SECTION 9 - BAR ORDER AND OTHER CLAIMS

9.1 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, 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 in the Proceedings, by any Defendant or any other person or party, against a Releasee, 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); and
- (b) 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.

9.2 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 10 - EFFECT OF SETTLEMENT

10.1 No Admission of Liability

Whether or not this Settlement Agreement is terminated, this Settlement Agreement and anything contained herein, and any and all negotiations, documents, discussions and proceedings associated with this Settlement Agreement, and any action taken to carry out this Settlement Agreement, shall not be deemed, construed or interpreted to be an admission of any violation of any statute or law, or of any wrongdoing or liability by any Settling Defendant, or of the truth of

any of the claims or allegations contained in the Proceedings or any other pleading filed by the Plaintiffs.

10.2 Agreement Not Evidence

The Parties agree that, whether or not it is terminated, this Settlement Agreement and anything contained herein, and any and all negotiations, documents, discussions and proceedings associated with this Settlement Agreement, and any action taken to carry out this Settlement Agreement, shall not 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 approve and/or enforce this Settlement Agreement, or to defend against the assertion of Released Claims, or as otherwise required by law.

10.3 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. Moreover, these persons may not divulge to anyone for any purpose any information obtained in the course of the Proceedings or the negotiation and preparation of this Settlement Agreement, except to the extent such information is otherwise publicly available or otherwise ordered by a court.

(2) Section 10.3(1) does not apply to the involvement of any person in the continued prosecution of the Proceedings against any Non-Settling Defendants.

SECTION 11- CERTIFICATION OR AUTHORIZATION FOR SETTLEMENT ONLY

11.1 Settlement Classes and Common Issue

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

(2) The Plaintiffs agree that, in the motions for certification or authorization of the 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.

11.2 Certification or Authorization 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 or authorization of a 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 12 - NOTICE TO SETTLEMENT CLASSES

12.1 Notices Required

The proposed Settlement Classes shall be given notice of: (i) hearings at which the Courts will be asked to certify or authorize the Proceedings as class proceedings and approve the Settlement Agreement; and (ii) the certification or authorization of the Proceedings as class proceedings and the approval of this Settlement Agreement if granted by the Courts.

12.2 Form and Distribution of Notices

The form of the notices referred to in Section 12.1 and the manner of their publication and distribution shall be as agreed to by the Parties and approved by the Courts.

SECTION 13 - ADMINISTRATION AND IMPLEMENTATION

Except to the extent provided for in this Settlement Agreement, the mechanics of the implementation and administration of this Settlement Agreement shall be determined by the Courts on motions brought by Class Counsel.

SECTION 14 - CLASS COUNSEL FEES AND ADMINISTRATION EXPENSES

- (1) The costs of the notices referred to in Section 12 of this Settlement Agreement shall be paid by Deloitte & Touche LLP out of the Account.
- (2) Class Counsel may seek the Courts' approval to pay Class Counsel Fees and Administration Expenses contemporaneous with seeking approval of this Settlement Agreement.

(3) Except as provided in Section 14(1), Class Counsel Fees and Administration Expenses may only be paid out of the Account after the Effective Date.

(4) The Settling Defendants shall not be liable for any fees, disbursements or taxes of any of Class Counsel's, the Plaintiffs' or Settlement Class Members', respective lawyers, experts, advisors, agents, or representatives.

SECTION 15 - MISCELLANEOUS

15.1 Motions for Directions

(1) Any Class Counsel or Settling Defendant 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.

15.2 Releasees Have No Liability for Administration

The Releasees have no responsibility for and no liability whatsoever with respect to the administration of the Settlement Agreement.

15.3 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; and

(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.

15.4 Computation of Time

In the computation of time in this Settlement Agreement, except where a contrary intention appears,

(a) where there is a reference to a number of days between two events, the number of days shall be counted by excluding the day on which the first event happens and

including the day on which the second event happens, including all calendar days;
and

- (b) only in the case where the time for doing an act expires on a holiday, the act may be done on the next day that is not a holiday.

15.5 Ongoing Jurisdiction

(1) Each of the Courts shall retain exclusive jurisdiction over each Proceeding commenced in its jurisdiction, the Parties thereto and the Class Counsel Fees in those Proceedings. The Ontario Court shall have jurisdiction over the administration of this Settlement Agreement.

(2) No Court shall make any order or give any direction in respect of any matter of shared 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.

15.6 Governing Law

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

15.7 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.

15.8 Amendments

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.

15.9 Binding Effect

This Settlement Agreement shall be binding upon, and enure to the benefit of, the Plaintiffs, the Settling 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 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.

15.10 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.

15.11 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.

15.12 Language

The parties acknowledge that they have required and consented that this Settlement Agreement and all related documents be prepared in English; les parties reconnaissent avoir exigé que la présente convention et tous les documents connexes soient rédigés en anglais. If this Settlement Agreement, including any of the Schedules attached hereto, is translated into French, the parties agree that such translation is for convenience only and in the event of any dispute as to the interpretation or application of this Settlement Agreement, only the English version shall be considered.

15.13 Transaction

The present Settlement Agreement constitutes a transaction in accordance with Articles 2631 and following of the Civil Code of Quebec, and the parties are hereby renouncing to any errors of fact, of law and/or of calculation.

15.14 Recitals

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

15.15 Schedules

The Schedules annexed hereto form part of this Settlement Agreement.

15.16 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.

15.17 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.

15.18 Notice

Where this Settlement Agreement requires a Party to provide notice or any other communication or document to another, such notice, communication or document shall be provided by email, facsimile or letter by overnight delivery to the representatives for the Party to whom notice is being provided, as identified below:

For Plaintiffs and for Class Counsel:

Charles M. Wright

**Siskinds LLP
Barristers and Solicitors
680 Waterloo Street
London, ON N6A 3V8**

Telephone: 519-660-7753
Facsimile: 519-672-6065
Email: charles.wright@siskinds.com

Harvey T. Strosberg, Q.C.

**Sutts, Strosberg LLP
Barrister and Solicitors
600-251 Goyeau Street
Windsor, ON N9A 6V4**

Telephone: 519-258-9333
Facsimile: 519-258-9527
Email: harvey@strosbergco.com

J. J. Camp, Q.C.

**Camp Fiorante Matthews
4th Floor, Randall Building
555 West Georgia Street,
Vancouver, BC V6B 1Z6**

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

Simon Hébert

**Siskinds Desmeules s.e.n.c.r.l.
Les promenades du Vieux-Québec
43 rue Beadle, bureau 320
Québec City, QC G1R 4A2**

Telephone: 418-694-2009
Facsimile: 418-694-0281
Email: simon.hebert@siskindsdesmeules.com

For Settling Defendants:

John P. Brown

**McCarthy Tétrault LLP
Suite 5300
Toronto Dominion Bank Tower
Toronto, ON M5K 1E6**

Telephone: 416 601-7719
Facsimile: 416-868-0673
Email: jbrown@mccarthy.ca

15.19 Date of Execution

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

By: GLEN FORD

Per:

By: FLEMING FEED MILL LTD.

Per:

By: ALIMENTS BRETON INC.

Per:

By: KRISTI CAPP

Per:

By: WENDY WEBERG

Per:

By: TOP SHELF FEEDS INC.

Per:

By: YVES LAFERRIÈRE

Per:

By: EVONIK DEGUSSA-GmbH /

Per:

By: EVONIK DEGUSSA CORPORATION

Per:

By: EVONIK DEGUSSA CANADA INC.

Per:

SCHEDULE A – PROCEEDINGS

Proceeding	Plaintiffs	Defendants	Settlement Class
Ontario Superior Court of Justice Court File No.00-CV-201723CP (the "Ontario Action")	Glen Ford, Fleming Feed Mill Ltd., Aliments Breton Inc., and Kristi Cappa	Rhône-Poulenc Canada Inc., Aventis Animal Nutrition S.A., Degussa-Hüls AG*, Degussa Corporation**, Degussa Canada Inc.***, Novus International, Inc., Novus international (Canada) Inc., Nippon Soda, Ltd. and Mitsui & Co. Ltd.	All persons in Canada who purchased Methionine Products in Canada during the Class Period, except the Excluded Persons and persons who are included in the Québec Class and the BC Class.
Superior Court of Québec (District of Montréal), File No. 500-06-000233-045 (the "Québec Action")	Yves Laferrière	Rhône-Poulenc Canada Inc., Degussa-Hüls AG*, Degussa Corporation**, Aventis Animal Nutrition S.A., Novus International, Inc., Degussa Canada Inc.***, Novus International (Canada) Inc., Nippon Soda Co. Ltd., and Mitsui & Co. Ltd.	All natural persons in Québec who purchased Methionine Products in Québec during the Class Period except the Excluded Persons
British Columbia Supreme Court File No. L003124 (Vancouver Registry) (the "BC Action")	Ritchie-Smith Feeds, Inc., Wendy Weberg and Top Shelf Feeds Inc.	Rhône-Poulenc Canada Inc., Degussa-Hüls AG*, Degussa Corporation**, Novus International, Inc., Aventis Animal Nutrition S.A., and Degussa Canada Inc.***	All persons resident in British Columbia who purchased Methionine Products in Canada during the Class Period, except Excluded Persons.

* Which includes any and all successor companies including but not limited to Degussa GmbH, Degussa AG, Degussa-Hüls AG, SKW Trostberg AG, and Hüls AG. and specifically including Evonik Degussa GmbH., the current name of the said Defendant.

** Which includes any and all successor companies including but not limited to Evonik Degussa Corporation . the current name of the said Defendant.

*** Which includes any and all successor companies including but not limited to Evonik Degussa Canada Inc., the current name of the said Defendant.

SCHEDULE B

Court File No. 00-CV-201723CP

**ONTARIO
SUPERIOR COURT OF JUSTICE**

The Honourable Mr.) , the day
Justice Cumming) of , 2009

B E T W E E N:

**GLEN FORD, FLEMING FEED MILL LTD.,
ALIMENTS BRETON INC., and KRISTI CAPP**

Plaintiffs

- and -

**DEGUSSA-HÜLS AG, DEGUSSA CORPORATION,
DEGUSSA CANADA INC., NOVUS INTERNATIONAL, INC.,
NOVUS INTERNATIONAL (CANADA) INC.,
NIPPON SODA CO., LTD., and MITSUI & CO., LTD.**

Defendants

Proceeding under the *Class Proceedings Act*, 1992

ORDER

THIS MOTION made by the Plaintiffs for an Order certifying this action as a class proceeding for settlement purposes as it relates to the Defendants, Degussa-Huls AG (now known as Evonik Degussa GmbH), Degussa Corporation (now known as Evonik Degussa Corporation), and Degussa Canada Inc.(now known as Evonik Degussa Canada Inc.) (the "Settling Defendants"), and approving the Settlement Agreement entered into with the Settling Defendants was heard this day at the Court House, 393 University Ave., Toronto, Ontario.

ON READING the materials filed, including the settlement agreement attached to this Order as Exhibit "A" (the "Settlement Agreement"), and on hearing the submissions of counsel for the Plaintiffs and counsel for the Settling Defendants;

AND ON BEING ADVISED that [name] consents to being appointed the Claims Administrator:

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** that this action be certified as a class proceeding as against the Settling Defendants for settlement purposes only.
3. **THIS COURT ORDERS** that the Settlement Class be defined as:

All persons who purchased Methionine Products in Canada during the Class Period, except the Excluded Persons and persons who are included in the Quebec Class and the BC Class.
4. **THIS COURT ORDERS** that Glen Ford, Fleming Feed Mill Ltd., Aliments Breton Inc., and Kristi Cappa be appointed as the representative plaintiffs for the Settlement Class.
5. **THIS COURT ORDERS** that 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. **THIS COURT DECLARES** that the Settlement Agreement is fair, reasonable and in the best interests of the Settlement Class.
7. **THIS COURT ORDERS** that the Settlement Agreement is hereby approved pursuant to s. 29 of the *Class Proceedings Act*, 1992 and shall be implemented in accordance with its terms.
8. **THIS COURT DECLARES** that the 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. **THIS COURT ORDERS** that Settlement Class Members who wish to opt-out of this action must do so by sending a written election to opt-out, together with the information

required in the 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. **THIS COURT ORDERS** that any putative Settlement Class Member who has validly opted out of this action is not bound by the Settlement Agreement and shall no longer participate or have the opportunity in the future to participate in this class action.
11. **THIS COURT ORDERS** that any putative Settlement Class Member who has not validly opted out of this action is bound by the Settlement Agreement and may not opt-out of this action in the future.
12. **THIS COURT ORDERS AND DECLARES** that each Settlement Class Member who has not validly opted out of this action 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 COURT ORDERS AND DECLARES** that this Order, including the Settlement Agreement, is binding upon each Settlement Class Member who has not validly opted out of this action, including those persons who are minors or 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 of this action.
14. **THIS COURT ORDERS AND DECLARES** that each Releasor who has not validly opted out of this action has released and shall be conclusively deemed to have forever and absolutely released the Releasees from the Released Claims.
15. **THIS COURT ORDERS** that each Releasor who has not validly opted out of this action 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, except for the continuation of the Proceedings against the Non-Settling Defendants or unnamed co-conspirator other than the Releasees.

16. **THIS COURT ORDERS AND DECLARES** that 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. **THIS COURT ORDERS AND DECLARES** that the use of the terms "Releasors" and "Released Claims" in this Order does not constitute a release of claims by those Settlement Class Members who are resident in any province or territory where the release of one tortfeasor is a release of all tortfeasors.
18. **THIS COURT ORDERS AND DECLARES** that each Settlement Class Member 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 Claims.
19. **THIS COURT ORDERS AND DECLARES** that each Settlement Class member 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 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, provided that nothing in this judgment affects the rights of a member of a Settlement Class to claim or continue to claim against any Non-Settling Defendant other than the Releasees.
20. **THIS COURT ORDERS** that 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).

21. **THIS COURT ORDERS** that 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.
22. **THE COURT ORDERS** that, except as provided herein, this Order does not affect any claims or causes of action that any Settlement Class Member has or may have against the Non-Settling Defendants.
23. **THIS COURT ORDERS AND ADJUDGES** that this action be and is hereby dismissed against the Settling Defendants, without costs and with prejudice.
24. **THIS COURT ORDERS** that [name] is hereby appointed as Claims Administrator.
25. **THIS COURT ORDERS** that any interim or final accounts payable to the Claims Administrator shall be approved by the Ontario Court and the Ontario Court shall have sole jurisdiction over these matters.
26. **THIS COURT ORDERS** that the Settlement Amount shall be distributed by the Claims Administrator in accordance with the Distribution Protocol, which is attached hereto as Schedule "B".
27. **THIS COURT ORDERS** that 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".
28. **THIS COURT ORDERS** that 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".
29. **THIS COURT ORDERS** that 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 Settlement Agreement or any previous settlement agreement entered into with other Defendants and already approved by the Court, unless the Court orders otherwise.

30. **THIS COURT ORDERS** that any appeals filed by Settlement Class Members with respect to the rejection of all or part of their claims shall be heard by this Court.
31. **THIS COURT ORDERS** that approval of the Settlement Agreement is contingent upon approval by the British Columbia Court and the Quebec Court of the same Settlement Agreement and this Order shall have no force and effect if such approval is not secured in British Columbia and Quebec.

Date:

The Honourable Justice Cumming