

MASTER SETTLEMENT AGREEMENT
(as amended as of January 22, 2001)

October 10, 2000

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MASTER SETTLEMENT AGREEMENT

THIS MASTER SETTLEMENT AGREEMENT is made and entered into as of the tenth (10) day of October, 2000 by and among the Settling Defendants, the Settlement Classes, and the Settling States to settle and resolve with finality all Released Claims against the Released Parties as set forth herein;

WHEREAS, Class Counsel and the Attorneys General of the Settling States, on behalf of purchasers of Indirect Vitamin Products in 21 states, Puerto Rico, and the District of Columbia, have alleged that the Settling Defendants have, among other things, unlawfully conspired to fix, raise, maintain or stabilize the prices of, and allocate volumes, markets or customers for, certain vitamin products, and that the Settlement Classes have suffered damages as a result;

WHEREAS, beginning in 1997, PLC, together with associated counsel, have filed cases in each of 17 jurisdictions seeking relief for the Settlement Classes arising from Settling Defendants' Alleged Conduct, including the case of Giral v. F. Hoffmann-La Roche Ltd, Civil Action No. 98 CA 7467, currently pending before the Honorable Judith Bartnoff in the Superior Court of the District of Columbia ("the ADR Court");

WHEREAS, pursuant to Orders issued by the ADR Court and other courts in the Settling States, the ADR Court has played an important role in consolidating and coordinating the pretrial proceedings in this complex multi-state litigation, and, since May 26, 1999, has presided over the extensive settlement

negotiations and alternative dispute resolution proceedings ("ADR Proceedings") that have led to this settlement;

WHEREAS, the Settling States, pursuant to their authority under applicable state law to ensure that the interests of residents of the Settling States are adequately protected, have independently and in cooperation with PLC investigated the claims at issue in this litigation, and have actively participated in the settlement negotiations and the ADR Proceedings;

WHEREAS, the Settling States will file State Actions against the Settling Defendants for damages as *parens patriae* on behalf of citizens of those Settling States who purchased Indirect Vitamin Products during the Relevant Period;

WHEREAS, the Settling Defendants have asserted and would assert a number of defenses to the claims described above;

WHEREAS, as the result of extensive, arm's length settlement negotiations and ADR proceedings involving PLC, Class Counsel, the Settling States, and the Settling Defendants, this Settlement Agreement, including its schedules and exhibits, which embodies the terms and conditions of the settlement among Settling Defendants, the Settlement Classes, and the Settling States has been reached, subject to Final Approval as provided herein;

WHEREAS, PLC, Class Counsel, and the Settling States have concluded, after due investigation and after carefully considering the relevant circumstances, including the claims asserted in the Class Actions and the State Actions, the legal and factual defenses thereto and the applicable law, that it would be in the best

interests of the Settlement Classes and the Settling States to enter into this Settlement Agreement in order to avoid the uncertainties of complex litigation, and to assure that the benefits reflected herein are obtained for the Settlement Classes and, further, that PLC, Class Counsel and the Settling States consider the settlement set forth herein to be fair, reasonable and adequate and in the best interests of plaintiffs, the Settling States and all members of the Settlement Classes;

WHEREAS, the Settling Defendants have concluded, despite their belief that they have good defenses to the claims asserted, that they will enter into this Settlement Agreement solely to avoid the further expense, inconvenience and burden of this protracted litigation and any other present or future litigation arising out of the facts that gave rise to this litigation and the distraction and diversion of their personnel and resources, and thereby to put to rest this controversy with the Settlement Classes and the Settling States, and to avoid the risks inherent in uncertain complex litigation; and

WHEREAS, the Settling Defendants, the Settlement Classes, and the Settling States agree that this Settlement Agreement shall not be deemed or construed to be an admission or evidence of the truth of any of the claims or allegations in the Class Actions or the State Actions, or of personal jurisdiction over any Settling Defendant (except as provided in paragraphs IX.F. and IX.G.);

NOW, THEREFORE, it is agreed by and among the undersigned, on behalf of each of the Settling Defendants, the Settlement Classes, and the Settling

States that the Class Actions and the State Actions be settled, compromised and dismissed on the merits and with prejudice as to the Settling Defendants and all other Released Parties and, except as hereafter provided, without costs against the Settlement Classes or the Settling Defendants, subject to Final Approval, on the following terms and conditions:

I. DEFINITIONS

A. Class Definitions.

1. Consumer Settlement Class. Subject to the approval of the relevant State Courts (including the ADR Court), and for the purposes of this Settlement Agreement only, the Parties agree and consent to the certification of a Consumer Settlement Class as set forth below:

All natural persons (excluding the Released Parties) who purchased Indirect Vitamin Products for use or consumption by themselves and/or others and not for resale in any form, and who: (i) are residents of one or more of the Settling States; and (ii) purchased Indirect Vitamin Products from within one or more of the Settling States at any time during the Relevant Period.

The Consumer Settlement Class shall be divided into twenty-three (23) sub-classes, one for each of the Settling States. A class member shall be included in only one (1) sub-class.

For purposes of this Settlement Agreement, a reference to the Consumer Settlement Class, or to the Consumer Settlement Class portion of this settlement, in this Settlement Agreement shall be construed to also be a reference to the consumer portion of the parens patriae actions brought by the Settling States.

2. Commercial Settlement Class. Subject to the approval of the ADR court and relevant State Courts, and for the purposes of this Settlement Agreement only, the Parties agree and consent to the certification of a Commercial Settlement Class as set forth below:

All persons or entities (excluding Government Entities and the Released Parties) that made any Qualifying Purchases during the Relevant Period.

The Commercial Settlement Class shall be divided into twenty-two (22) sub-classes, one for each of the Settling States, other than the State of Hawaii. Each Qualifying Purchase made by a class member shall qualify that class member for inclusion in only one sub-class.

For purposes of this Settlement Agreement, a reference to the Commercial Settlement Class, or to the Commercial Settlement Class portion of this settlement, in this Settlement Agreement shall be construed to also be a reference to the commercial portion of the parens patriae actions brought by the Settling States.

B. General Definitions. The following terms shall have the following meanings for purposes of this Settlement Agreement:

1. "*ADR Court*" means the Court presiding over the Giral Action, subject to paragraph IX.A below.

2. "*Alleged Conduct*" means the alleged participation of Settling Defendants and others in a conspiracy or conspiracies to fix, raise, maintain or stabilize the prices of, and/or allocate volumes, markets or customers for, Vitamin Products.

3. "*Alternative Procedure for Approval of Consumer Settlement*" or "*APACS*" means the provisions of and the procedure set forth in Section VIII of this Settlement Agreement.

4. "*Attorneys General*" means the Attorneys General of the Settling States (other than the District of Columbia and Puerto Rico), Corporation Counsel for the District of Columbia, and the Secretary of Justice for the Commonwealth of Puerto Rico.

5. "*Aventis*" means Aventis Animal Nutrition S.A. (formerly Rhone-Poulenc Animal Nutrition S.A.).

6. "*BASF*" means BASF Corporation, except in Section II, and Paragraphs VI.E., VI.F., VII.A.3, VII.F.1, VII.F.2, VIII.E, and IX.E., where "*BASF*" means, and "*Settling Defendant*" shall include, BASF Aktiengesellschaft and not BASF Corporation.

7. "*California Purchase*" means a purchase during the Relevant Period of Indirect Vitamin Products for resale, for incorporation into another product or products for resale, or for use in the manufacture, processing, or development of another product (including the feeding of an animal) for resale, where such purchase was: (a) by a purchaser in the State of California; or (b) from a seller in the State of California; or (c) delivered by or on behalf of the seller to the purchaser in the State of California if the purchaser's principal place of business was in the State of California.

8. "*Claim Date*" means the date 60 days after the Notice Completion Date.

9. "*Class Action Releasing Parties*" means all members of the Consumer Settlement Class (on their own behalf and on behalf of their heirs, executors, successors, and assigns) and all members of the Commercial Settlement Class (on their own behalf and on behalf of their present and former officers, directors, agents, employees, legal representatives, trustees, parents, affiliates, subsidiaries, heirs, executors, administrators, purchasers, predecessors, successors, and assigns).

10. "*Class Actions*" means the lawsuits set forth in Schedule A hereto.

11. "*Class Counsel*" refers to the attorneys so identified in Schedule B hereto.

12. "*Commercial Class Claims*" means the total of all Qualifying Purchases during the Relevant Period of Indirect Vitamin Products, as expressed in Vitamin Content Dollars by application of Schedule C hereto, that are reflected on timely and validated claim forms received from members of the Commercial Settlement Class.

13. "*Commercial Class Settlement Amount*" means the Commercial Class Settlement Base Amount minus any applicable reductions under paragraph II.B.

14. "*Commercial Class Settlement Base Amount*" means \$107,625,000.

15. "*Commercial Opt-Out Determination Date*" means the date upon which the Commercial Opt-Out Reduction is determined pursuant to paragraph IV.F.

16. "*Commercial Opt-Out Plaintiff*" means any member of the Commercial Settlement Class that exercises its right to opt out of this Settlement Agreement pursuant to paragraph IV.C.

17. "*Commercial Opt-Out Purchases*" means the total of all purchases of Indirect Vitamin Products by all Commercial Opt-Out Plaintiffs, as expressed in Vitamin Content Dollars by application of Schedule C hereto, that would have been Commercial Class Claims had each Commercial Opt-Out Plaintiff remained in the Commercial Settlement Class and listed such purchases on a timely and validated claim form. For purposes of calculating Commercial Opt-Out Purchases, information relating to sales of Indirect Vitamin Products by Commercial Opt-Out Plaintiffs, as expressed in Vitamin Content Dollars by application of Schedule C hereto, may be used as a proxy for the Vitamin Content Dollars contained in purchases of Indirect Vitamin Products by Commercial Opt-Out Plaintiffs. Information relating to purchases and/or sales of Indirect Vitamin Products by Commercial Opt-Out Plaintiffs may be obtained by Settling Defendants from any reliable source, including but not limited to (A) information provided by Commercial Opt-Out Plaintiffs in their respective requests for exclusion from the Commercial Settlement Class; (B) information provided directly by Commercial Opt-Out Plaintiffs to Settling Defendants; (C) SEC filings, annual reports, and/or other similar public disclosures made by Commercial Opt-Out Plaintiffs; (D) discussions or summaries of Commercial Opt-Out Plaintiffs' businesses contained in reputable news reports, trade journals, and/or other third-party sources of industry information; and (E) information obtained with respect to the claims of Commercial Opt-Out Plaintiffs through discovery as provided for in paragraph IV.E hereto. It is the intent of the Parties

that the Settling Defendants should receive a fair and reasonable reduction of the Commercial Class Settlement Base Amount reflecting the value of the potential claim of each Commercial Opt-Out Plaintiff. To the extent information regarding the Commercial Opt-Out Purchases of particular Commercial Opt-Out Plaintiffs is not available, the Settling Defendants, PLC, and the Settling States shall attempt to reasonably estimate the Commercial Opt-Out Purchases that should be attributed to the Commercial Opt-Out Plaintiff based on available information regarding the size and operations of the Commercial Opt-Out Plaintiff.

18. "*Commercial Opt-Out Reduction*" means Commercial Opt-Out Purchases expressed as a percentage of the sum of Commercial Class Claims plus Commercial Opt-Out Purchases.

19. "*Consumer Class Settlement Amount*" means the Consumer Class Settlement Base Amount minus any applicable reductions pursuant to paragraph II.A.

20. "*Consumer Class Settlement Base Amount*" means \$107,625,000.

21. "*Daiichi*" means Daiichi Pharmaceutical Co., Ltd.

22. "*Eisai*" means Eisai Co., Ltd.

23. "*Escrow Accounts*" means the escrow accounts established pursuant to the Escrow Agreement for the purposes of the Settlement Agreement which shall include the following four separate accounts: (a) a "*Consumer Class Escrow Account*" (consisting of 23 sub-accounts, one for each Settling State) established for the purposes of receiving the Consumer Class Settlement Amount and carrying out the Consumer Settlement Class portion of this Settlement Agreement; (b) a "*Commercial Class Escrow Account*" established for the purposes of receiving the Commercial Class Settlement Amount and carrying out the Commercial Settlement Class portion of this Settlement Agreement; (c) a "*State Economic Impact Fund Account*" (consisting of 23 sub-accounts, one for each Settling State) established for the purposes of receiving the State Economic Impact Fund Amount and carrying out the SEIF portion of this Settlement Agreement; and (d) an "*Attorneys' Fees Escrow Account*" established for the purposes of receiving the Settling Defendants' payment of attorneys' fees and carrying out the provisions of paragraph II.D. The Escrow Accounts shall be established and administered under the ADR Court's continuing supervision pursuant to the Escrow Agreement set forth in Schedule D hereto.

24. "*Escrow Agent*" means the Escrow Agent under the Escrow Agreement substantially in the form of Schedule D hereto to be agreed upon by the Settling Defendants, PLC and the Settling States' Liaison Counsel.

25. "*Final Accounting Date*" means the date upon which the amounts to be severally paid by the Settling Defendants pursuant to this Settlement Agreement are determined in accordance with the procedure set forth in paragraph VI.E.3.

26. "*Final Approval*" means, with respect to each State Court, that: (i) the State Court has granted Trial Court Approval; and (ii) either (a) the time to appeal, or to seek permission to appeal, the Trial Court Approval has expired with no appeal having been taken and no permission to appeal having been sought; or (b) such Trial Court Approval has been affirmed in its entirety by the court of last resort to which any appeal has been taken or petition for review has been presented and such affirmance has become no longer subject to the possibility of further appeal or review.

27. "*Final Settlement Date*" means the earlier of either: (i) the date 60 days after Final Approval or Trial Court Disapproval of the relevant Settlement Implementing Agreement has been ordered by State Courts in Settling States that account for a minimum of a combined 75% of Settling States in which Preliminary Approval has been granted based on State Settlement Percentages; or (ii) the date upon which Final Approval or Trial Court Disapproval of the relevant Settlement Implementing Agreement has been ordered by State Courts in all of the Participating States.

28. "*Giral Action*" means Giral v. F. Hoffmann-La Roche Ltd et al. (D.C. Super. Ct.), which is one of the Class Actions.

29. "*Government Entity*" means a Settling State acting in its sovereign capacity, and any of its departments, agencies and political subdivisions.

30. "*Government Purchase*" means a purchase of Vitamin Products or Indirect Vitamin Products by or on behalf of a Government Entity for the Government Entity's own use or for use by its citizens, and shall also include a Government Entity's reimbursement, payment, or coverage for, or indemnification of, purchases of Vitamin Products or Indirect Vitamin Products made by any person or entity.

31. "*Indirect Vitamin Products*" means Vitamin Products, products containing Vitamin Products, or products constituted of (in whole or in

part) or derived from animals that consumed Vitamin Products or products containing Vitamin Products.

32. "*Late Preliminary Approval States*" means Settling States that have not issued Preliminary Approval as of the Preliminary Settlement Approval Date, but that have done so as of the Preliminary Settlement Approval Deadline.

33. "*Notice Completion Date*" means the date when the last publication containing a notice pursuant to paragraphs IV.A, IV.B and/or VIII.B issues, which is to be no later than 30 days after the Notice Initiation Date.

34. "*Notice Initiation Date*" means the date 30 days after the Preliminary Settlement Approval Date.

35. "*Opt-Out Date*" means the date 30 days after the Notice Completion Date.

36. "*Parties*" means the Settlement Class Members, the Settling States, and the Settling Defendants (each of which individually is a "Party").

37. "*Participating States*" means Settling States (each of which individually is a "Participating State") that have not been (i) excluded from this Settlement Agreement based on Preliminary Disapproval or Trial Court Disapproval, or (ii) terminated from this Settlement Agreement based on non-approval pursuant to paragraphs VII.D and VII.E herein.

38. "*Plaintiffs' Lead Counsel*," ("*PLC*"), means the attorneys so identified in Schedule B.

39. "*Preliminary Approval*" means, with respect to each State Court, an order by the State Court preliminarily approving the relevant Settlement Implementing Agreement, and approving a form and method of notice to the Settlement Classes, pursuant to a motion as described in paragraph III.B herein.

40. "*Preliminary Disapproval*" means, with respect to each State Court, either: (i) failure of that State Court to issue Preliminary Approval prior to the Preliminary Settlement Approval Deadline; or (ii) an order by the State Court denying a motion for preliminary approval of the relevant Settlement Implementing Agreement, or materially modifying the proposed order for preliminary approval of the terms of the relevant Settlement Implementing Agreement; provided, however, that: (a) modification of the notice requirements

shall not be deemed a refusal of Preliminary Approval of the relevant Settlement Implementing Agreement or any part hereof, except that any modification that would require the Settling Defendants to bear the cost of notice shall be deemed a refusal of Preliminary Approval, subject to the waiver of the Settling Defendants; and (b) any order or proceedings modifying the plan of distribution shall not be deemed a refusal of Preliminary Approval and shall not terminate or cancel the relevant Settlement Implementing Agreement or relieve the Settling Defendants of their obligations hereunder.

41. "*Preliminary Settlement Approval Date*" means the earlier of either: (i) the date when Preliminary Approval or Preliminary Disapproval has been granted in every State Court, or (ii) the Alternative Preliminary Settlement Approval Date determined pursuant to paragraph III.C herein.

42. "*Preliminary Settlement Approval Deadline*" means the date 90 days after the Preliminary Settlement Approval Date.

43. "*Premix*" means any product that contains one or more Vitamin Products in combination with other substances (such as other active ingredients or dilution agents) and is or was sold by a Settling Defendant as a premixed formulation.

44. "*Proof of Claim*" means a proof of Qualifying Purchases during the Relevant Period both substantially and substantively in the form of the proof of claim accompanying the proposed form of notice attached as Exhibit B hereto.

45. "*Qualifying Purchase*" means a purchase of Indirect Vitamin Products for resale, for incorporation into another product or products for resale, or for use in the manufacture, processing, or development of another product (including the feeding of an animal) for resale, where such purchase was: (a) by a purchaser in a Settling State; or (b) from a seller in a Settling State; or (c) delivered by or on behalf of the seller to the purchaser in the Settling State if the purchaser's principal place of business was in the Settling State; provided that such purchase was not a purchase of a Vitamin Product made directly from the manufacturer of that Vitamin Product as identified on Schedule E; and further provided that such purchase was not a California Purchase.

46. "*Released Claims*" means, subject to the reservations of certain claims of Settling State Releasing Parties as set forth in paragraph V.A herein, all manner of claims, demands, actions, suits, and causes of action, whether class, individual or otherwise in nature, damages whenever incurred, liabilities of any nature whatsoever, (including costs, expenses, penalties and

attorneys' fees), whether known or unknown, suspected or unsuspected, asserted or unasserted, in law or equity, statutory or common law, that any Class Action Releasing Parties or Settling State Releasing Parties, whether directly, representatively, derivatively or in any other capacity, ever had, now have or hereafter can, shall or may have, relating in any way to any Alleged Conduct or to any conduct prior to the date hereof concerning the production, purchase, sale or pricing of Vitamin Products and any and all other vitamins or relating to any conduct alleged in the Class Actions or the State Actions, including, without limitation, any such claims that have been asserted or could have been asserted in the Class Actions or the State Actions against any Released Party; provided, however, that any portion of such claim that is based on a California Purchase is not (to that extent only) a Released Claim; and provided further that claims alleging damages caused by the failure of any vitamin or vitamin premix to be safe and effective or alleging breach of contract claims or deceptive advertising unrelated to either the Alleged Conduct or to any other conduct alleged in the Class Actions or the State Actions, including, without limitation, personal injury claims or product defect claims, are not Released Claims.

47. "*Released Parties*" means the Settling Defendants; the present and former direct and indirect parents, subsidiaries, divisions, affiliates or associates (as defined in SEC Rule 12b-2 promulgated pursuant to the Securities Exchange Act of 1934) of any of the above; the present and former stockholders, officers, directors, employees, agents and legal representatives of any of the above entities (with respect to the conduct of any of the above entities); and the predecessors, heirs, executors, administrators, successors and assigns of any of the above persons or entities; each of which individually is a "Released Party."

48. "*Relevant Period*" means January 1, 1990 through December 31, 1999, except that for Single Ingredient Vitamin Supplements, Straight Bulk Vitamins Products, or Premix, Relevant Period means the period of time indicated in Schedule F.

49. "*Roche*" means Hoffmann-La Roche Inc. and Roche Vitamins Inc.

50. "*Settlement Administrator*" means such person(s) as may be appointed by the ADR Court to administer the Settlement Agreement.

51. "*Settlement Agreement*" refers to the Master Settlement Agreement, including its schedules and exhibits.

52. "*Settlement Classes*" refers collectively to the Consumer Settlement Class and the Commercial Settlement Class as defined in the Settlement Agreement.

53. "*Settlement Class Members*" refers collectively to the members of the Consumer Settlement Class and the Commercial Settlement Class (each member of the Consumer Settlement Class and the Commercial Settlement Class is individually a "Settlement Class Member").

54. "*Settlement Funding Date*" means the date 30 days after either: (i) Trial Court Approval has been granted by the ADR Court; or (ii) Trial Court Approval has been granted in State Courts in Settling States accounting, based on their State Settlement Percentages, for at least 50% of the Settling States that have issued Preliminary Approval.

55. "*Settlement Implementing Agreement*" means each of the 23 agreements, substantially in the form of Exhibit E – modified as necessary and appropriate, to account for local practice and procedure – implementing the terms of this Master Settlement Agreement in each of the Settling States.

56. "*Settlement Percentage*" means (i) for Aventis, 8.126% (ii) for BASF, 24.415%, (iii) for Daiichi, 1.702%, (iv) for Eisai, 2.994%, (v) for Roche, 55.880%, and (vi) for Takeda, 6.883%.

57. "*Settling Defendants*" means BASF, Daiichi, Eisai, Aventis, Roche and Takeda (each of which individually is a "Settling Defendant"); provided, however, that a Terminating Settling Defendant shall not be considered a Settling Defendant for the purposes of any portion of this Settlement Agreement pertaining to the Commercial Settlement Class.

58. "*Settling States' Liaison Counsel*" means the Attorney General for the State of New York, or his designee.

59. "*Settling State Releasing Parties*" means: (i) each Settling State; and (ii) any persons or entities (including Government Entities) acting in a *parens patriae*, sovereign, quasi-sovereign, private attorney general, *qui tam*, taxpayer, or any other capacity, whether or not any of them participate in this settlement, to the extent that any such person or entity is seeking relief on behalf of or generally applicable to the general public in such Settling State or the people of the Settling State.

60. "*Settling States*" means Arizona, the District of Columbia, Florida, Hawaii (with respect to only the Consumer Settlement Class and SEIF

portions of this Settlement Agreement), Idaho, Illinois, Kansas, Maine, Michigan, Minnesota, Nevada, New Mexico, New York, North Carolina, North Dakota, Puerto Rico, Rhode Island, South Dakota, Tennessee, Vermont, Washington, West Virginia, and Wisconsin (each of which individually is a "Settling State"). Where an action is called for by a Settling State, it shall mean the Settling State as represented by its Attorney General.

61. "*Single Ingredient Vitamin Supplements*" means those products identified as such in Schedule F.

62. "*State Actions*" means the actions that will be filed by each of the Settling States.

63. "*State Court*" means, with respect to each Settling State, the court presiding over the Class Action and/or State Action, as indicated in Schedule A. For the District of Columbia, the ADR Court is the State Court.

64. "*State Economic Impact Fund*" ("*SEIF*") means the fund established by this Settlement Agreement to be distributed in accordance with paragraph VI.E.6 by the respective Attorneys General of each Settling State in recognition of the differing economic impact or economic effect the Alleged Conduct may have had on businesses and/or consumers in an individual Settling State.

65. "*State Economic Impact Fund* ("*SEIF*") *Amount*" means \$10,000,000, less the portion of the SEIF Amount allocated to each Settling State (as set forth in Schedule G), if any, in which the State Court issues Trial Court Disapproval or fails to grant Final Approval of the SEIF portion of the relevant Settlement Implementing Agreement on or before the Final Settlement Date.

66. "*State Settlement Percentage*" means, 4.54% for Arizona, 1.25% for the District of Columbia, 13.00% for Florida, 0.58% for Hawaii, 0.94% for Idaho, 12.54% for Illinois, 3.67% for Kansas, 0.83% for Maine, 8.22% for Michigan, 4.77% for Minnesota, 1.3% for Nevada, 2.3% for New Mexico, 16.48% for New York, 6.90% for North Carolina, 0.70% for North Dakota, 3.06% for Puerto Rico, 0.82% for Rhode Island, 0.81% for South Dakota, 4.69% for Tennessee, 0.47% for Vermont, 4.15% for Washington, 2.30% for West Virginia, and 5.68% for Wisconsin.

67. "*Straight Bulk Vitamin Products*" means those products identified as such in Schedule F (each of which individually is a "Straight Bulk Vitamin Product").

68. "*Takeda*" means Takeda Chemical Industries, Ltd.

69. "*Terminating Settling Defendant*" means any Settling Defendant that exercises its right to terminate its participation in the Commercial Settlement Class portion of this Settlement Agreement pursuant to paragraphs VII.A, VII.B, VII.C and VII.F herein.

70. "*Total Base Settlement Amount*" means \$225,250,000 (the sum of the Consumer Class Settlement Base Amount, the Commercial Class Settlement Base Amount, and the SEIF).

71. "*Total Final Settlement Amount*" means the total amount of the Consumer Class Settlement Amount, the Commercial Class Settlement Amount, and the SEIF Amount.

72. "*Trial Court Approval*" means, with respect to each State Court, (a) the relevant Settlement Implementing Agreement has been approved by the State Court in accordance with the applicable local rules, and (b) entry has been made, as provided in paragraph III.E hereof, of the final judgment of dismissal substantially in the form of Exhibit D hereto.

73. "*Trial Court Disapproval*" means (a) the relevant Settlement Implementing Agreement has been disapproved by the State Court in accordance with the applicable local rules; and (b) the State Court has denied entry of the final judgment of dismissal substantially in the form of Exhibit D hereto, or has materially modified the proposed order for final approval or the terms of the relevant Settlement Implementing Agreement, except that (i) awards of attorneys' fees in amounts less than the amounts specified in paragraph II.D hereof shall not be deemed a disapproval of the relevant Settlement Implementing Agreement or any part hereof, (ii) modification of the notice requirements shall not be deemed a disapproval of the relevant Settlement Implementing Agreement or any part hereof, except that any modification that would require the Settling Defendants to bear the cost of notice shall be deemed a disapproval, subject to the waiver of the Settling Defendants, and (iii) any order or proceedings relating to the plan of distribution shall not be deemed a disapproval and shall not terminate or cancel the relevant Settlement Implementing Agreement or relieve the Settling Defendants of their obligations hereunder.

74. "*Vitamin Content Dollars*" means the dollar portion of the purchase price of an Indirect Vitamin Product that is attributable to the dollar value of the Vitamin Products contained in, or consumed in the production of, that Indirect Vitamin Product, as calculated by multiplying the purchase price of the

Indirect Vitamin Product by the "vitamin content percentage" for that product in Schedule C hereto.

75. "Vitamin Products" means: (i) the following vitamins and carotenoids (each of which individually is a "Vitamin Product"): vitamin A, astaxanthin, vitamin B1 (thiamin), vitamin B2 (riboflavin), vitamin B4 (choline chloride), vitamin B5 (calpan), vitamin B6, vitamin B9 (folic acid), vitamin B12 (cyanocobalamine pharma), beta-carotene, vitamin C, canthaxanthin, vitamin E, and vitamin H (biotin), as well as all blends and forms of the foregoing; and (ii) Premix.

II. SETTLEMENT PAYMENTS

A. Consumer Settlement Consideration. Subject to the terms hereof, and in full, complete and final settlement of the Class Actions and State Actions with respect to Consumer Settlement Class claims as provided herein, each of the Settling Defendants agrees to pay its respective several Settlement Percentage share of the Consumer Class Settlement Amount.

The Consumer Class Settlement Amount shall equal the Consumer Class Settlement Base Amount less the amount of the Consumer Class Settlement Amount allocated to each Settling State (as set forth in Schedule G), if any, in which the State Court issues Trial Court Disapproval or fails to grant Final Approval of the Consumer Settlement Class portion of the relevant Settlement Implementing Agreement on or before the Final Settlement Date.

B. Commercial Settlement Consideration. Subject to the terms hereof, and in full, complete and final settlement of the Class Actions and State Actions with respect to Commercial Settlement Class claims as provided herein, each of the Settling Defendants agrees to pay its respective several Settlement

Percentage share of the Commercial Class Settlement Amount. The Commercial Class Settlement Amount shall be calculated as follows:

1. The Commercial Class Settlement Base Amount shall be reduced by the product of the Commercial Class Settlement Base Amount and the Commercial Opt-Out Reduction including any adjustment pursuant to paragraphs IV.H and IV.I.4;

2. If the State Court of any Settling State issues Trial Court Disapproval or fails to grant Final Approval of the relevant Settlement Implementing Agreement on or before the Final Settlement Date resulting in termination pursuant to paragraph VII.D or VII.E, the amount resulting from the application of subparagraph 1 will be reduced by a percentage amount equal to the Commercial Class Settlement Amount allocated to that Settling State (as set forth in Schedule G) divided by the Commercial Class Settlement Base Amount; and

3. The amount resulting from the application of subparagraph 2 will be reduced by the Settlement Percentage of any Terminating Settling Defendant.

C. State Economic Impact Fund. Subject to the terms hereof, and in full complete, and final settlement of the Class Actions and State Actions, in addition to the payment set forth in subparagraphs (A) and (B), above, each of the Settling Defendants agrees to pay its respective several Settlement Percentage share of the SEIF Amount.

If any State Court of any Settling State issues Trial Court Disapproval or fails to grant Final Approval of the relevant Settlement Implementing Agreement on or before the Final Settlement Date, the SEIF Amount shall be reduced by the dollar value of the amount of the SEIF assigned to that Settling State as set forth in Schedule G hereto, and no part of the SEIF Amount shall be distributed to or on behalf of that Settling State.

D. Attorneys' Fees. As an additional payment over and above the amounts set forth in II.A., II.B., and II.C. above, each of the Settling Defendants agrees to pay, subject to court approval, its respective several Settlement Percentage share of Class Counsel's attorneys' fees in an amount not to exceed 16.67 % of the sum of the Total Final Settlement Amount and the attorneys' fees provided for under this paragraph II.D. Class Counsel and the Settling States agree not to seek or demand payment of fees beyond those provided for in this paragraph. In the event attorneys' fees amounting to less than those provided for in this paragraph are ultimately approved by the State Courts, the difference between the amount of attorneys' fees approved and the amount specified in this paragraph shall be reimbursed to the Settling Defendants, and not paid as additional consideration to the Settlement Classes or the SEIF. It is expressly understood and agreed that Class Counsel's attorneys' fees shall be paid by the Settling Defendants as a separate amount in addition to, and separate from, the Consumer Class Settlement Amount, the Commercial Class Settlement Amount, and the SEIF Amount and that under no circumstances shall Class Counsel's

attorneys' fees be deducted from the Consumer Class Settlement Amount, the Commercial Class Settlement Amount or the SEIF Amount.

III. COURT APPROVAL

The Settling Defendants, PLC, Class Counsel, and the Settling States will cooperate in seeking approval of this Master Settlement Agreement by the ADR Court, and the approval of each Settlement Implementing Agreement in the appropriate State Court, in accordance with the procedures set forth in this section. In order to promote efficiency, avoid delay and minimize administrative costs in disbursing funds to, or on behalf of, the members of the Settlement Classes, it is the goal of the Settling Defendants, PLC, Class Counsel, and the Settling States to have the settlement approval process, including the notice, opt-out, and claim procedures, proceed in a coordinated manner in the multiple State Courts. Accordingly, the Settling Defendants, PLC, Class Counsel, and the Settling States shall use all reasonable efforts to obtain (i) Preliminary Approval in the State Court for each Settling State on or before the Preliminary Settlement Approval Date, and (ii) Final Approval in the State Court for each Settling State on or before the Final Settlement Date.

A. Motion for Preliminary Approval. As soon as practicable, but no later than 10 days after execution of this Master Settlement Agreement, PLC shall submit to the ADR Court a motion for Preliminary Approval of the District of Columbia Settlement Implementing Agreement and the final judgment contemplated by the District of Columbia Settlement Implementing Agreement

and for a stay of all proceedings in the Giral Action against the Settling Defendants and all other Released Parties that are defendants therein until the ADR Court renders a final decision regarding the approval of the settlement and, if it approves the settlement, enters the final judgment. The Corporation Counsel of the District of Columbia shall join in the motion submitted by PLC. The motion shall include (1) the proposed form of order and final judgment substantially in the form of Exhibit D hereto, which shall be appropriately modified to account for the ADR Court's unique role with respect to supervision and administration of the Commercial Settlement Class portion of this Settlement Agreement, (2) the proposed forms of notice (including the accompanying forms for Proof of Claim and request for exclusion) of the settlement to members of the Settlement Classes substantially in the form of Exhibits A and B hereto, and (3) the proposed form of order, substantially in the form of Exhibit C hereto, preliminarily approving the District of Columbia Settlement Implementing Agreement. The Settling Defendants, PLC and the Settling States hereto shall request that a decision be made promptly on the papers or that a hearing on the motion for preliminary approval of the District of Columbia Settlement Implementing Agreement be held at the earliest date available to the ADR Court. The Settling Defendants, PLC and the Settling States shall also petition the ADR Court to set a date for a settlement hearing to consider final approval of the District of Columbia Settlement Implementing Agreement, providing sufficient time to seek and obtain Preliminary Approval in the other State Courts.

B. State Court Preliminary Approval. Once the ADR Court has issued either Preliminary Approval or Preliminary Disapproval of the District of Columbia Settlement Implementing Agreement, the Settling States, along with PLC and the relevant Class Counsel in the Settling States where Class Actions are pending, promptly shall submit substantially similar motions to the State Courts in the other Settling States seeking to obtain the requisite Preliminary Approval of the Settlement Implementing Agreements, which shall include a stay of all proceedings in the Class Actions and the State Actions against the Settling Defendants and all other Released Parties that are defendants therein.

1. The motions for Preliminary Approval shall include (1) the proposed form of order and final judgment substantially in the form of Exhibit D hereto, (2) the proposed forms of notice (including the accompanying forms for Proof of Claim and request for exclusion) of the settlement to members of the Settlement Classes substantially in the form of Exhibits A and B hereto, and (3) the proposed form of order, substantially in the form of Exhibit C hereto, preliminarily approving the relevant Settlement Implementing Agreement. The Settling Defendants, PLC, the relevant Class Counsel, and the relevant Settling State shall request that a decision be made promptly on the papers or that a hearing on the motion for Preliminary Approval of the relevant Settlement Implementing Agreement be held at the earliest date available to the State Court.

2. In Settling States where a Class Action is pending, the Settling State shall: (a) file a motion for intervention in the Class Action so

designated in Schedule A hereto; and (b) join in the motion for Preliminary Approval filed by PLC and the relevant Class Counsel. PLC, the relevant Class Counsel and the Settling Defendants shall support and shall not oppose the Settling States' motions for intervention.

3. In Settling States where no Class Action is pending, the Settling State shall: (a) file a State Action; and (b) within the time set forth in this paragraph III.B, file the motion for Preliminary Approval.

C. Alternative Preliminary Settlement Approval Date. If State Courts in Settling States accounting for 75% or more of the State Settlement Percentages have issued either Preliminary Approval or Preliminary Disapproval, but the requirements for the Preliminary Settlement Approval Date have not been met, then PLC and the Settling States' Liaison Counsel, acting jointly, or the Settling Defendants, acting unanimously, may set an Alternative Preliminary Settlement Approval Date, which date shall be 60 days (unless the Settling Defendants, PLC and the Settling States agree to a longer period) from the date this option is exercised, to provide time for the remaining State Courts to decide whether to grant Preliminary Approval prior to the setting of a Notice Initiation Date.

D. Preliminary Settlement Approval Deadline. If Preliminary Approval in any Settling State has not been obtained as of the Preliminary Settlement Approval Deadline, that Settling State shall be deemed to have issued Preliminary Disapproval for the purposes of this Settlement Agreement.

E. Motions for Final Approval and Entry of Judgment. Within 30 days after the Commercial Opt-Out Determination Date (unless the Settling Defendants, PLC and the Settling States mutually agree to a longer period), the Settling Defendants, PLC, the relevant Class Counsel and the Settling States hereto shall jointly seek, in the ADR Court and in each of the State Courts of the Settling States where Preliminary Approval has been obtained, entry of orders and final judgments, substantially in the form of Exhibit D attached hereto, modified as necessary and appropriate, to account for local practice and procedure, and, in the case of the motion submitted to the ADR Court, to account for the ADR Court's unique role with respect to supervision and administration of the Commercial Settlement Class portion of this Settlement Agreement:

1. fully and finally approving the certification of the Consumer Settlement Class and the Commercial Settlement Class contemplated by the relevant Settlement Implementing Agreement and fully and finally approving the relevant Settlement Implementing Agreement, and each of its terms, as being a fair, reasonable, and adequate settlement for each of the Settlement Classes within the meaning of the Settling State's applicable law and rules, and directing consummation of the relevant Settlement Implementing Agreement pursuant to its terms and conditions;

2. directing that the relevant Class Action and/or State Action be dismissed with prejudice as to Settling Defendants and all other Released

Parties that are defendants therein (excluding Terminating Settling Defendants and their affiliates) and, except as provided for herein, without costs;

3. discharging and releasing the Released Parties from all Released Claims;

4. reserving continuing jurisdiction pursuant to paragraphs IX.F and IX.G hereto; and

5. determining, pursuant to the Settling State's applicable law and rules, that the judgment of dismissal of the relevant Class Action and/or State Action as to Settling Defendants and all other Released Parties that are defendants therein (excluding Terminating Settling Defendants and their affiliates) shall be final and appealable.

F. Plan of Distribution. In connection with any motions for final approval:

1. PLC, in consultation with the Settling States, shall submit to the ADR Court a proposal for a plan of distribution that they believe fairly and adequately provides for the administration and distribution of the Commercial Class Settlement Amount. Corporation Counsel for the District of Columbia, in consultation with PLC, shall submit to the ADR Court a proposal for a plan of distribution that they believe fairly and adequately provides for the administration and distribution of: (a) the District of Columbia Consumer Class Settlement Amount; and (b) the District of Columbia SEIF Amount. These proposed plans of distribution shall be subject to approval by the ADR Court and shall provide for

an allocation of the settlement funds that is consistent with this Settlement Agreement.

2. In Settling States where a Class Action is pending, the Settling State, in consultation with PLC, shall submit to the relevant State Court a plan of distribution that they believe fairly and adequately provides for the administration and distribution of that Settling State's Consumer Class Settlement Amount and the SEIF Amount consistent with the terms of this Settlement Agreement, together with the plan of distribution for the Commercial Settlement Class (as set forth in subparagraph 1), which shall be subject to approval by the relevant State Court and shall provide for an allocation of the settlement funds that is consistent with this Settlement Agreement.

3. In each Settling State in which no Class Action is pending, but a State Action is filed, the relevant Settling State shall submit to the relevant State Court a plan of distribution that the relevant Settling State believes fairly and adequately provides for the administration and distribution of that Settling State's Consumer Class Settlement Amount and the SEIF Amount consistent with the terms of this Settlement Agreement, together with the plan of distribution for the Commercial Settlement Class (as set forth in subparagraph 1), which shall be subject to approval by the relevant State Court and shall provide for an allocation of the settlement funds that is consistent with this Settlement Agreement.

IV. NOTICE, OPT-OUT, AND CLAIM PROCEDURES

The Settling Defendants, PLC, the relevant Class Counsel (in Settling States where Class Actions have been filed), and the relevant Settling State shall use all reasonable efforts to obtain Preliminary Approval in the State Court for each Settling State on or before the Preliminary Settlement Approval Date so that resort to the Alternative Notice, Opt-Out, and Claim Procedures set forth in section IV.I will not be necessary. The notice, opt-out, and claim procedures with respect to the Settling States in which Preliminary Approval has been obtained by the Preliminary Settlement Approval Date shall be as follows:

A. Notice to Consumer Settlement Class. Beginning on the Notice Initiation Date, in each Settling State, PLC and/or the Settling State shall provide notice to the Consumer Settlement Class substantially in the manner and form set forth in Exhibit A hereto. Notice shall proceed as ordered by the relevant State Courts. In no event shall the Settling Defendants be responsible for giving notice of this settlement to members of the Consumer Settlement Class (or any subclasses thereof).

B. Notice to Commercial Settlement Class. Beginning on the Notice Initiation Date, PLC shall provide notice to the Commercial Settlement Class in each Settling State substantially in the manner and form set forth in Exhibit A hereto. The notice shall provide information regarding participation in separate litigation in respect of California Purchases. PLC and/or the Settlement Administrator shall also provide mail notice substantially in the form of Exhibit B hereto to those members of the Commercial Settlement Class making a timely

request for such notice. Notice shall proceed as ordered by the ADR Court and the relevant State Courts. In no event shall the Settling Defendants be responsible for giving notice of this settlement to members of the Commercial Settlement Class (or any sub-classes thereof).

C. Opt-Out Procedure. Any Settlement Class Member shall have the right to be excluded from this Settlement, provided that any such person or entity complies with the following procedures (subject to the approval of such procedures by the ADR Court and the relevant State Court):

1. Each individual electing to opt out of the Consumer Settlement Class must send to the Settlement Administrator a request for exclusion, which must be received by the Settlement Administrator on or before the Opt-Out Date. Such request for exclusion must indicate his or her name and address, and the name of the Settling State(s) in which the member of the Consumer Settlement Class resides and in which that member of the Consumer Settlement Class purchased Indirect Vitamin Products.

2. Each Commercial Opt-Out Plaintiff must send to the Settlement Administrator a request for exclusion, executed under oath, in a form substantially similar to Exhibit B hereto, which must be received by the Settlement Administrator on or before the Opt-Out Date.

3. Members of the Consumer Settlement Class and/or the Commercial Settlement Class may not exclude themselves by filing such requests

for exclusion as a group, but must in each instance individually execute such notices and transmit them to the Settlement Administrator.

D. Opt-Out Notification. Beginning 45 days before the Opt-Out Date, the Settlement Administrator shall provide daily updates to PLC, the Settling States' Liaison Counsel and the Settling Defendants setting forth the names of any persons or entities requesting exclusion from either the Consumer Settlement Class or the Commercial Settlement Class, along with any information provided by such persons or entities in their requests for exclusion. Within 7 days after the Opt-Out Date, the Settlement Administrator shall send to PLC, the Settling States' Liaison Counsel and the Settling Defendants a complete and final list of those who have requested exclusion from the Consumer Settlement Class and the Commercial Settlement Class, along with copies of all requests for exclusion that have been received. The Settlement Administrator shall relay this information to PLC, the Settling States' Liaison Counsel and the Settling Defendants by electronic mail, or by any other method approved by PLC, the Settling States' Liaison Counsel and the Settling Defendants.

E. Commercial Opt-Out Discovery. The proposed order for Preliminary Approval shall allow the Settling Defendants, PLC and the Settling States to seek discovery from Commercial Opt-Out Plaintiffs to obtain information sufficient to calculate the Commercial Opt-Out Purchases.

F. Determination of Commercial Opt-Out Reduction. Within 60 days after the Opt-Out Date, the Settling Defendants shall serve upon PLC and the

Settling States' Liaison Counsel their calculation of the Commercial Opt-Out Reduction, together with reasonably sufficient supporting records, provided that:

1. The Settling Defendants, acting individually, PLC or the Settling States, acting individually, may, in their discretion, extend this opt-out calculation period for an additional period of 30 days. Upon a request by the Settling Defendants, PLC and the Settling States' Liaison Counsel may agree to extend this opt-out calculation period for another 30 days should the Settling Defendants find that, acting expeditiously and in good faith, they are unable to calculate the Commercial Opt-Out Reduction within the 90 day period provided herein. PLC and the Settling States' Liaison Counsel further agree that such consent for an additional 30 days shall not be unreasonably withheld; and

2. If PLC and the Settling States' Liaison Counsel accept the Settling Defendants' calculation of the Commercial Opt-Out Reduction, they shall so notify the Settling Defendants, and the date of such notification shall constitute the Commercial Opt-Out Determination Date. Alternatively, PLC and/or the Settling States' Liaison Counsel may challenge the Settling Defendants' calculation within 60 days after service of the calculation of the Commercial Opt-Out Reduction by providing notice of such challenge (via facsimile and overnight mail) to the Settling Defendants. If PLC and the Settling States' Liaison Counsel do not notify the Settling Defendants either that they agree to or that they challenge the Settling Defendants' calculation, then the Settling Defendants' calculation shall constitute the Commercial Opt-Out Reduction and the date 60

days after the service of the Commercial Opt-Out Reduction calculations upon PLC and the Settling States' Liaison Counsel by the Settling Defendants shall constitute the Commercial Opt-Out Determination Date.

3. In the event that either PLC or the Settling States' Liaison Counsel challenges the Settling Defendants' calculation, the Settling Defendants, PLC and the Settling States' Liaison Counsel shall meet promptly thereafter in order to attempt to reach agreement as to the amount of the Commercial Opt-Out Reduction. If, after such consultation, PLC, Settling States' Liaison Counsel and the Settling Defendants do not reach agreement as to the Commercial Opt-Out Reduction, the matter shall be referred to the ADR Court for decision. The ADR Court's decision as to the amount of Commercial Opt-Out Reduction shall be final, binding and unappealable, subject to the possibility of re-calculation of the Commercial Opt-Out Reduction pursuant to paragraph IV.I.4 and the claims challenge procedure described in paragraph IV.H herein. If the matter is referred to the ADR Court for decision, the date of the ADR Court's determination shall constitute the Commercial Opt-Out Determination Date.

G. Submission of Commercial Claim Forms.

1. Each member of the Commercial Settlement Class that wishes to claim funds from the Commercial Class Settlement Amount shall be required to submit a timely Proof of Claim under oath that sets forth such Commercial Settlement Class member's Qualifying Purchases made during the Relevant Period, together with such documentation as the plan of distribution or

the Settlement Administrator may require in support of such Proofs of Claim. The Proof of Claim must be received by the Settlement Administrator on or before the Claim Date.

2. Any member of the Commercial Settlement Class (other than Commercial Opt-Out Plaintiffs) that fails to submit a proper Proof of Claim by the Claim Date shall be forever barred from receiving any distribution from the Commercial Class Settlement Amount (unless a late-filed Proof of Claim is specifically approved by ADR Court order) but will in all other respects be bound by all the terms and provisions of this Settlement Agreement, including but not limited to the releases, waivers and covenants described in Section V hereof.

H. Investigation of Claims. The plan of distribution shall provide for investigation, review and resolution of Proofs of Claim by such means as are reasonable and necessary to verify the Qualifying Purchases claimed by each member of the Commercial Settlement Class, including procedures for ADR Court review of the determinations of the Settlement Administrator. The Settling Defendants shall, upon request, be kept reasonably apprised of the course of the claims administration process, shall have the right to inspect all Proofs of Claim and related documentation, and shall have the right to initiate and participate in a challenge pursuant to the procedures outlined in the plan of distribution for the investigation, review and resolution of Proofs of Claim. To the extent that any reduction in the value of claims leads to an increase in the Commercial Opt-Out Reduction as calculated pursuant to paragraph IV.F herein, the Settling

Defendants shall receive a credit for the difference as part of the final accounting procedure under paragraph VI.E.

I. Alternative Notice, Opt-Out, and Claims Procedures for Late Preliminary Approval States. For each Late Preliminary Approval State, the Settling Defendants, PLC and the Settling States' Liaison Counsel shall agree upon notice, opt-out, and claim procedures, subject to the following conditions:

1. Notice. The additional cost of providing notice will be deducted from the Consumer Class Settlement Amount for that Settling State as set forth in Schedule G hereto prior to distribution of funds pursuant to paragraph VI.E.4. Although later in time, in all other ways, notice provided pursuant to this paragraph must be provided subject to the terms and conditions set forth in paragraphs IV.A and IV.B, above.

2. Opt-Out and Claim Procedures. The opt-out and claim procedures shall be substantially similar to those set forth in paragraphs IV.C and IV.G. For the purposes of this paragraph, however, the Opt-Out Date shall be 60 days after notice is initiated pursuant to subparagraph 1, and the Claim Date shall be 90 days after notice is initiated pursuant to subparagraph 1.

3. Commercial Opt-Out and Claim Calculation Procedures. Notification and discovery pertaining to request for exclusion forms shall proceed in a manner agreed upon by the Settling Defendants, PLC and the Settling States' Liaison Counsel, and guided by the procedures set forth in paragraphs IV.D and IV.E. The calculation and verification of Commercial Opt-

Out Purchases and the investigation of Commercial Class Claims shall also proceed in a manner agreed upon by the Settling Defendants, PLC and the Settling States' Liaison Counsel, and guided by the procedures set forth in paragraphs IV.F and IV.H.

4. Adjustment of Commercial Opt-Out Reduction.

The Settling Defendants shall be entitled to calculate an adjusted Commercial Opt-Out Reduction to reflect the Commercial Opt-Out Purchases and Proofs of Claims submitted by members of the Commercial Settlement Classes in Late Preliminary Approval States. The adjusted Commercial Opt-Out Reduction determined pursuant to this paragraph shall serve as the Commercial Opt-Out Reduction for purposes of this Settlement Agreement, provided that:

(a) the Settling Defendants serve notice of any proposed adjustment to the Commercial Opt-Out Reduction, accompanied by reasonably sufficient supporting records, upon PLC and the Settling States' Liaison Counsel within 30 days of the Claim Date for Late Preliminary Approval States. PLC and/or the Settling States' Liaison Counsel may challenge the Settling Defendants' calculations within 30 days after service of the Settling Defendants' calculation of the adjusted Commercial Opt-Out Reduction upon PLC and the Settling States' Liaison Counsel; and

(b) in the event that either PLC or the Settling States' Liaison Counsel challenges the Settling Defendants' adjusted Commercial Opt-Out Reduction, the Settling Defendants, PLC and the Settling States' Liaison

Counsel shall meet promptly thereafter in order to attempt to reach agreement as to the amount of the adjusted Commercial Opt-Out Reduction. If, after such consultation, PLC, Settling States Liaison Counsel and the Settling Defendants do not reach agreement as to the adjusted Commercial Opt-Out Reduction, the matter shall be referred to the ADR Court for decision, and the ADR Court's decision as to the amount of adjusted Commercial Opt-Out Reduction shall be final, binding and unappealable, subject to the claims challenge procedure described in paragraph IV.H herein; provided, however, that in no event may the Commercial Opt-Out Reduction determined pursuant to this section be lower than the Commercial Opt-Out Reduction determined pursuant to paragraph IV.F.

V. RELEASES

A. Releases and Covenants Not to Sue. In addition to the effect of any final judgments entered in accordance with this Settlement Agreement, and subject to the conditions of paragraphs V.C, VII.D and VII.E hereto (relating to disapproval and non-approval in State Courts), on and as of the Final Settlement Date:

1. The Released Parties shall be released and forever discharged from all Released Claims by each Class Action Releasing Party. In addition, each Class Action Releasing Party hereby covenants and agrees that he, she or it shall not, hereafter, assert any claim, demand, action, suit, or cause of action, whether directly, representatively, derivatively or in any other capacity, against any Released Party based, in whole or in part, upon the Alleged Conduct

and/or the Released Claims, provided however, that it is expressly acknowledged that any release of claims in this Settlement Agreement is not intended to, and shall not, affect the rights of any party to pursue a claim that is based on a California Purchase (to the extent that such a claim is not a Released Claim), or to pursue a claim under Section 1 of the Sherman Act (15 U.S.C. § 1) based on a purchase of a Vitamin Product made directly from the manufacturer of that Vitamin Product as identified on Schedule E.

2. The Released Parties shall be released and forever discharged by Settling State Releasing Parties from all manner of claims, demands, actions, suits, causes of action, administrative actions, whether class, parens patriae, individual or otherwise in nature, damages whenever incurred, liabilities of any nature whatsoever, including costs, expenses, penalties, and attorneys' fees, whether known or unknown, suspected or unsuspected, asserted or unasserted, in law or equity, that any Settling State Releasing Party, whether directly, representatively, derivatively, or in any other capacity, ever had, now has, or hereafter can, shall, or may have, relating in any way to the Alleged Conduct and/or the Released Claims for the benefit of, or on behalf of, any or all members of the Settlement Classes, provided however, that it is expressly acknowledged that any release of claims in this Settlement Agreement is not intended to, and shall not, release any claims (including the costs, expenses and fees associated therewith) that a Settling State has or may have in the future against the Settling Defendants regarding any or all of the following:

(a) Government Purchases, either direct or indirect;
and/or

(b) claims that a Settling State Releasing Party may rightfully assert against a Released Party or an assignor by virtue of an assignment of antitrust rights by a direct or indirect purchaser; and/or

(c) actions for civil or criminal penalties or forfeiture under the respective laws of the Settling States for breaches of antitrust and/or consumer protection laws in each respective Settling State arising from the Alleged Conduct during the Relevant Period.

The Settling Defendants and Settling States hereby expressly acknowledge that the claims carved out of the releases in this Section V as a result of the preceding subparagraphs (a) through (c) are the subject of a separate settlement agreement among the Settling States (and others) and the Settling Defendants, which agreement shall fully and finally resolve and release all such claims as against the Released Parties.

B. Waiver of Claims. Each Class Action Releasing Party and each of the Settling State Releasing Parties hereby expressly agrees that, on and as of the Final Settlement Date, it waives and releases, with respect to the Released Claims that such Class Action Releasing Party and the Settling State Releasing Parties have released pursuant to paragraph V.A hereto, any and all provisions, rights and benefits conferred by any law of any state or territory of the United States, or principle of common law, which provides in substance that "a general release does

not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor." Each of the Class Action Releasing Parties and each Settling State Releasing Party acknowledges that it may hereafter discover facts other than or different from those that it knows or believes to be true with respect to the subject matter of the Released Claims that such Class Action Releasing Party or Settling State Releasing Party has released pursuant to paragraph V.A hereof, but each Class Action Releasing Party and each Settling State Releasing Party hereby expressly agrees that, on and as of the Final Settlement Date, it shall have waived and fully, finally and forever settled and released any known or unknown, suspected or unsuspected, asserted or unasserted, contingent or non-contingent claim with respect to the Released Claims that such Class Action Releasing Party or Settling State Releasing Party has released pursuant to paragraph V.A hereof, whether or not concealed or hidden, without regard to the subsequent discovery or existence of such different or additional facts.

C. Effect of Disapproval or Non-Approval. In the event that: (i) one or more State Courts has either issued Trial Court Disapproval or not granted Final Approval of the relevant Settlement Implementing Agreement(s) as of the Final Settlement Date, or (ii) one or more Settling States is terminated from this Settlement Agreement pursuant to paragraphs VII.D or VII.E herein, the releases, covenants not to sue, and waivers set forth in this Section V shall be construed as

if that non-approving or terminated Settling State had never been a Party to this Settlement Agreement, and any claims, demands, actions, suits, or causes of action arising out of a purchase of Indirect Vitamin Products that, as a result of such non-approval or disapproval, no longer constitutes a Qualifying Purchase, shall not be released or waived pursuant to this Section V. If Final Approval is subsequently obtained in a previously non-approving Settling State, such that settlement funds are released to that Settling State, the releases, covenants not to sue, and waivers set forth in this paragraph shall be effective as of the date of Final Approval in the relevant State Court.

VI. PAYMENT AND DISTRIBUTION

A. Allocation of Consumer Class Settlement Amount Among the Settling States. The Consumer Class Settlement Base Amount (subject to adjustments as provided herein) shall be allocated among the Settling States as set forth in Schedule G.

B. Allocation of the Commercial Class Settlement Fund. In order to promote efficiency and fairness, and eliminate unnecessary complexity from the claims process, the Commercial Class Settlement Amount shall be distributed pursuant to the plan of distribution among all valid claimants from all Settling States, based on each claimant's percentage share of the Commercial Class Claims reflected on all validated Proofs of Claim received from members of the Commercial Settlement Class as of the Claim Date, as well as any Proofs of Claim timely submitted in the Late Preliminary Approval States, except that no

amount of the Commercial Class Settlement Amount shall be distributed for Qualifying Purchases in a Settling State that has not granted Final Approval of the relevant Settlement Implementing Agreement. The preliminary allocation of the Commercial Class Settlement Amount made in Schedule G shall be used solely for the purposes of administering this Settlement Agreement, and shall not have any binding effect upon the ultimate distribution of the Commercial Class Settlement Amount.

It is intended that the entire Commercial Class Settlement Amount (plus interest earned in the Commercial Class Escrow Account, less allowed costs and expenses) will be distributed to the Commercial Class claimants. Any residual amount remaining in the Commercial Class Settlement Escrow Account after payment of the Commercial Class Claims (as a result, for example, of unused administrative amounts) shall be distributed to the Settling States, on the basis of each Settling States' State Settlement Percentage, for the benefit of the Consumer Settlement Class under the same terms and conditions as set forth in paragraph VI.E.4.

C. Allocation of the State Economic Impact Fund. The State Economic Impact Fund (subject to adjustments as provided herein) shall be allocated among the Settling States as set forth in Schedule G.

D. No Distribution Until Final Approval in Every Participating State. Subject to the provisions contained in Section VIII herein, no distribution to any member of the Settlement Classes, nor any disbursement of any kind, except as

approved by the ADR Court in accordance with paragraph VI.E.1 hereto, or as shall be required for the payment of taxes on the Escrow Account, may be made from the Consumer Class Settlement Escrow Account, the Commercial Class Settlement Escrow Account, the SEIF Escrow Account, or the Attorneys' Fees Escrow Account until Final Approval has been granted in every Participating State.

E. Funding and Distribution of the Settlement Payments. The Settling Defendants shall have the following payment obligations:

1. Initial Payment. Within 25 days after the Preliminary Settlement Approval Date, each Settling Defendant shall severally pay its respective Settlement Percentage share of \$2,500,000 into the Consumer Class Escrow Account and \$2,500,000 into the Commercial Class Escrow Account, which amounts shall be available immediately thereafter for reimbursement of such costs, fees and expenses associated with the provision of notice to the Settlement Classes pursuant to paragraphs IV.A and IV.B hereof, and administrative expenses as may be approved by the ADR Court. Those payments shall be credited against the amounts to be paid by each Settling Defendant under subparagraphs (2) through (4) below, provided however, that under no circumstances shall any amounts expended for court-approved costs, fees, and expenses in connection with the provision of notice to the Settlement Classes be refunded to the Settling Defendants.

2. Settlement Funding Date. On the Settlement Funding Date, each Settling Defendant shall severally pay the balance of its respective Settlement Percentage share of the following amounts into the applicable Escrow Accounts as provided herein:

(a) The Consumer Class Settlement Base Amount, less any applicable reductions (as of the Settlement Funding Date) pursuant to paragraph II.A, and less any amount that has already been funded pursuant to subparagraph (1) or Section VIII; and

(b) The Commercial Class Settlement Base Amount, less any applicable reductions (as of the Settlement Funding Date) pursuant to paragraph II.B; and

(c) The SEIF Amount, less any applicable reductions (as of the Settlement Funding Date) pursuant to paragraph II.C, and less any amount that has already been funded pursuant to Section VIII; and

(d) An amount equal to 16.67 % of the sum of the payment made pursuant to this paragraph VI.E.2(d) and the payments made pursuant to paragraphs VI.E.1, VI.E.2(a), (b), and (c). This payment shall fund the maximum attorneys' fees provided for in paragraph II.D, which amount is subject to approval by the relevant State Courts and any applicable adjustments as of the Settlement Funding Date.

3. Final Accounting. Within 20 days after Final Approval in every Participating State, the Settling Defendants shall serve upon PLC and the

Settling States' Liaison Counsel a report containing the amounts to be severally deposited or withdrawn, as the case may be, to or from the Escrow Accounts, to account for any reductions or additions pursuant to paragraphs VII.A-VII.F that were not taken into account as of the Settlement Funding Date, or to account for any downward adjustment of the Commercial Opt-Out Reduction pursuant to paragraph IV.I.4 and IV.H, or to account for any other adjustments needed to reflect the deposit of funds made pursuant to Section VIII of this Settlement Agreement. PLC and/or the Settling States may challenge the Settling Defendants' calculations with respect to the amounts to be deposited or withdrawn in accordance with this paragraph within 10 days after service of the report upon PLC and the Settling States' Liaison Counsel by Settling Defendants.

In the event that either PLC or the Settling States' Liaison Counsel challenges the Settling Defendants' calculations, the Settling Defendants, PLC and the Settling States' Liaison Counsel shall meet promptly thereafter in order to attempt to reach agreement as to the amounts to be deposited or withdrawn to or from the Escrow Account. If, after such consultation, PLC, Settling States' Liaison Counsel and the Settling Defendants do not reach agreement as to the amounts to be deposited or withdrawn, the matter shall be referred to the ADR Court for decision, and the ADR Court's decision as to the amounts to be deposited or withdrawn shall be final, binding and unappealable.

The Final Accounting Date shall be: (a) 10 days after the Settling Defendants serve their calculations pursuant to this paragraph if no timely

challenge is made to those calculations; or (b) if a challenge is made, the date upon which PLC, Settling States' Liaison Counsel and the Settling Defendants reach agreement on the amount to be deposited or withdrawn; or (c) if no such agreement is reached, the date the ADR Court enters an order determining the amount to be deposited or withdrawn.

Any deposit or withdrawal determined to be necessary pursuant to this paragraph shall be made within 10 days of the Final Accounting Date.

4. Distribution of the Consumer Class Settlement Amount.

Subject to the provisions contained in section VIII herein, 15 days after the Final Accounting Date, allocated portions of the Consumer Class Settlement Amount (plus interest accrued from the Settlement Funding Date, less costs) shall be distributed pursuant to the court-approved plans of distribution with respect to those Settling States in which the Settlement Implementing Agreements (or the Consumer Settlement Class portion thereof) have received Final Approval.

(a) In connection with the motions for final approval of this Settlement Agreement and entry of a final judgment of dismissal, the Settling States, in consultation with PLC in Settling States where Class Actions are pending, shall develop a proposal for a plan of distribution which fairly and adequately provides for the administration and distribution of the Settling States' respective portions of the Consumer Class Settlement Amount.

(b) All funds remaining in each Settling State's respective Consumer Settlement Class Settlement sub-account after payments of

the amounts set forth in subparagraph (c) shall be distributed for the benefit of injured consumers. Due to the impracticability of identifying particular injured consumers of Indirect Vitamin Products during the Relevant Period, and the high costs of administering a direct cash distribution to millions of individual consumers relative to the average likely award to those consumers, all remaining monies in each respective Settling States' Consumer Class Escrow Account's sub-account, allocated to Settling States pursuant to Schedule G, will be distributed, pursuant to the plan of distribution, to eligible organizations who collectively are, as nearly as practicable, representative of the interests of injured consumers. Each Settling State, through its Attorney General (acting in consultation with PLC in Settling States where Class Actions are pending), or as otherwise authorized by state law, shall direct that the portion of the Consumer Class Settlement Amount allocable to that particular Settling State be distributed to a political subdivision(s) thereof, not-for-profit corporation(s) and/or charitable organization(s) with the express purpose of ensuring that the funds be used for the improvement of the health and/or nutrition of the citizens of that State and/or the advancement of nutritional, dietary or agricultural science. Each Settling State shall direct that its share of the Consumer Class Settlement Amount shall be used only to fund activities that have not been funded and that, but for the receipt of funds from this Settlement, would not be fully funded. If a Settling State uses its distribution to fund an activity that has previously been partially funded, it will direct that the

distributed funds do not supplant existing funding and are used only to fund shortfalls in existing funding.

(c) Disbursement of Administrative Costs from

Consumer Class Settlement Amount. A portion of each respective Settling State's Consumer Class Settlement Escrow Account, being an amount not to exceed 5% of that Settling State's allocation pursuant to Schedule G, (unless otherwise provided by the laws of the relevant Settling State), may be used, at the discretion of the Attorney General of the Settling State (in consultation with PLC, with respect to subparagraph (1), in Settling States where Class Actions are pending), and subject to the approval of the State Court of the Settling State for any of the following purposes:

(1) costs and expenses incurred in connection with administering the Consumer Settlement Class portion of this Settlement Agreement and ensuring the proper distribution to recipients pursuant to the plan of distribution; and/or

(2) antitrust or consumer protection enforcement by the Attorney General of such Settling State; and/or

(3) deposit into a state antitrust or consumer protection account (e.g., a revolving trust account), for use in accordance with the state laws governing that account.

5. Distribution of the Commercial Class Settlement Amount.

Within 10 days of the Final Accounting Date, allocated portions of the

Commercial Class Settlement Amount (plus interest accrued from the Settlement Funding Date, less costs) for each Settling State in which the Settlement Implementing Agreement has been granted Final Approval shall be paid to the Commercial Settlement Class pursuant to the terms of this Settlement Agreement and an ADR Court-approved plan of distribution.

6. Distribution of the State Economic Impact Fund. Within 10 days of the Final Accounting Date, allocated portions of the SEIF Amount (plus interest accrued from the Settlement Funding Date, less costs) shall be distributed pursuant to the court-approved plans of distribution with respect to those Settling States in which the Settlement Implementing Agreements (or the Consumer Class portion thereof) have received Final Approval.

(a) In connection with the motions for final approval of each Settlement Implementing Agreement, the relevant Settling States shall develop a proposal for a plan of distribution which fairly and adequately provides for the administration and distribution of the Settling States' respective portions of the SEIF Amount.

(b) The SEIF Amount shall be distributed for the benefit of injured consumers and/or injured businesses within the respective Settling States. The Parties recognize the disparate effects the Settling Defendants' Alleged Conduct may have had on the economies of particular Settling States, which may have impacted differently on consumers and/or businesses depending on a number of variables, including the demographics of the

States' population, consumption patterns of Vitamin Products and Indirect Vitamin Products, and the individual States' economic activities in manufacturing, retailing, and agriculture.

The Parties further recognize the impracticability of identifying consumers or commercial purchasers of Indirect Vitamin Products during the Relevant Period that were injured as a result of this disparate impact. Moreover, because of the difficulty in identifying these purchasers and the high cost of administering a direct cash distribution to them, the SEIF Amount will be distributed in accordance with the plans of distribution to eligible organizations. These organizations, to be selected by the Attorney General in each Settling State, will collectively be, as nearly as practicable, representative of the affected purchasers. To address this disparate impact each Attorney General may allocate all or any of that state's SEIF account in the following manners:

- (1) As cy pres distribution to benefit injured consumers in the Settling State;
- (2) As cy pres distribution to benefit injured commercial purchasers in the Settling State; or
- (3) Apportioned between that Settling State's Consumer Class Escrow Account and the Commercial Class Escrow Account.

7. Distribution of Attorneys' Fees. For each Settling State, within 10 days of the later of either: (a) the Final Accounting Date; or (b) the date upon which that Settling State's State Court approves the fee petition submitted by

PLC and the relevant Class Counsel pursuant to paragraph II.D, that Settling State's State Settlement Percentage share of the funds deposited pursuant to paragraph VI.E.2(d) (plus interest accrued from the Settlement Funding Date, less costs and as adjusted pursuant to paragraph VI.E.3) shall be distributed to PLC, provided that the total of such distributions shall never exceed 16.67% of the sum of such attorneys' fees and the product of the Total Final Settlement Amount and the combined State Settlement Percentage shares of Settling States in which disbursements have been made pursuant to this paragraph. If the combined sum of the fees approved by the State Courts in Participating States is an amount less than 16.67% of the sum of attorneys' fees and the Total Final Settlement Amount, any remaining funds deposited pursuant to paragraph VI.E.2(d) (plus interest accrued from the Settlement Funding Date, less costs) shall be paid to the Settling Defendants according to their respective Settlement Percentages within 10 days of the date upon which the final Participating State's State Court approves or disapproves the fee petition submitted by PLC and Class Counsel pursuant to paragraph II.D.

F. Escrow Accounts.

1. Subject to the provisions hereof, and in full, complete and final settlement of the Action, each Settling Defendant signatory hereto agrees, severally and not jointly, that it shall pay the amounts required by this Settlement Agreement into the Escrow Accounts held and administered by the Escrow Agent, to be invested in instruments secured by the full faith and credit of the United

States or constituting obligations issued or guaranteed by agencies or instrumentalities of the United States.

The Escrow Accounts shall be established and administered pursuant to the Escrow Agreement appended hereto as Schedule D.

2. Qualified Settlement Fund. The Escrow Accounts are intended by the Parties hereto to be treated as "qualified settlement funds" for federal income tax purposes pursuant to Treas. Reg. §1.468B-1, and to that end the Parties hereto shall cooperate with each other and shall not take a position in any filing or before any tax authority that is inconsistent with such treatment. At the request of the Settling Defendants, a "relation back election" as described in Treas. Reg. §1.468B-1(j) shall be made so as to enable the Escrow Accounts to be treated as qualified settlement funds from the earliest date possible, and the Escrow Agent shall take all actions as may be necessary or appropriate to this end. The Escrow Agent shall pay taxes or estimated taxes on any income earned on the funds in the Escrow Accounts and all related costs and expenses from the Escrow Accounts, in accordance with the Escrow Agreement, after approval by the ADR Court and whether or not the Final Settlement Date has occurred. In the event federal or state income tax liability is finally assessed against and paid by any Settling Defendant as a result of any income earned on the funds in the Escrow Accounts, such Settling Defendant shall be entitled to reimbursement of such payment from the funds in the Escrow Accounts, in accordance with the Escrow Agreement, after approval by the ADR Court and whether or not the Final

Settlement Date has occurred. The Settling Defendants will use their best efforts to resist any such assessment or payment.

VII. TERMINATION RIGHTS

A. Settling Defendants' Opt-Out Termination Rights.

Notwithstanding any other provision of this Settlement Agreement (including those relating to the Commercial Opt-Out Reduction), if any Settling Defendant concludes in good faith that there is a risk that it will be forced to defend itself in substantial litigation with respect to claims by Commercial Opt-Out Plaintiffs arising out of the Alleged Conduct, each Settling Defendant, in its absolute discretion, acting in good faith, and after reasonable inquiry, has the right to terminate the Commercial Settlement Class portion of the Settlement Agreement solely with respect to that Settling Defendant.

1. No Effect on Consumer Settlement Class or the SEIF. The exercise of this option to terminate will have no effect upon the Consumer Settlement Class or upon the SEIF, or upon any Terminating Settling Defendant's participation in or obligations in respect of the Consumer Settlement Class portion of this settlement or the SEIF. If a Settling Defendant exercises its option to terminate its participation in the Commercial Settlement Class portion of this settlement, all applicable provisions of this Settlement Agreement shall remain effective as to the Consumer Settlement Class and the SEIF only.

2. Effective Date. To be effective, a Settling Defendant must exercise its right to terminate pursuant to this paragraph by giving written notice

(by facsimile and overnight mail) to PLC, the Settling States' Liaison Counsel, and the other Settling Defendants within 30 days after the Commercial Opt-Out Determination Date. Such Settling Defendant shall also file a copy of its election to terminate its participation in the Commercial Settlement Class portion of this settlement with the ADR Court along with proof of service in accordance with the rules of the ADR Court and this Settlement Agreement. Such Settling Defendant shall notify each State Court where Preliminary Approval has been granted in accordance with the rules of the relevant State Court and this Settlement Agreement.

3. Effect on Settlement Fund. In the event that a Terminating Settling Defendant exercises its right to terminate under this paragraph, the Commercial Settlement Class Amount shall be reduced by the Settlement Percentage share of the Terminating Settling Defendant. The dollar amount to be contributed by each non-terminating Settling Defendant to the Commercial Class Settlement Amount shall remain equal to the dollar amount that Settling Defendant would have contributed if the Terminating Settling Defendant had remained in the settlement.

4. Effect on Releases. All aspects of the Settlement Agreement relating to the Commercial Settlement Class, including any releases by Commercial Settlement Class members or the Settling States as to the Commercial Settlement Class members, with respect to that Terminating Settling Defendant, shall be null and void, and all litigation relating to the Settling

Defendants' Alleged Conduct, including the Class Actions and the State Actions, may proceed with respect to that Terminating Settling Defendant as if the Commercial Settlement Class portion of the Settlement Agreement did not exist. Any order certifying the Commercial Settlement Class shall be vacated as to such Terminating Settling Defendant and that Terminating Settling Defendant's position that the Class Actions and the State Actions may not properly be maintained as class actions shall not be prejudiced or compromised by its participation in efforts to seek approval of the Settlement Agreement.

5. Prevention of Double Recovery. The Settlement Classes and the Settling States hereby agree that should either or both obtain a judgment for joint or joint and several liability against any Terminating Settling Defendant (or related Released Parties) arising out of the Alleged Conduct, the Settlement Classes and the Settling States shall exclude from the amount collectable from such final judgment, and shall not collect on such final judgment, a percentage equal to the remaining Settling Defendants' collective Settlement Percentages. The Settlement Classes and the Settling States therefore agree that with respect to any judgment obtained against any Terminating Settling Defendant (or related Released Parties), none of them will seek to hold that Terminating Settling Defendant liable for a portion of any judgment in excess of that Terminating Settling Defendant's Settlement Percentage. It is expressly understood and agreed that Terminating Settling Defendants (and related Released Parties) are intended beneficiaries of this paragraph of this Settlement Agreement.

B. Plaintiffs' Opt-Out Termination Rights. Notwithstanding any other provision of this Settlement Agreement, if the Commercial Opt-Out Reduction determined pursuant to paragraph IV.F herein is greater than 50%, PLC, acting in good faith and in consultation with the Attorneys General of the Settling States, has the right to terminate the Commercial Settlement Class portion of this Settlement Agreement pursuant to the following terms and conditions:

1. Within 20 days after the Commercial Opt-Out Determination Date, PLC must give written notice (by facsimile and overnight mail) to the Settling States' Liaison Counsel and the Settling Defendants of its intention to terminate the Commercial Settlement Class portion of this Settlement Agreement;

2. Once PLC has given notice of its intention to terminate the Commercial Settlement Class portion of this Settlement Agreement, each Settling Defendant may elect to cancel PLC's election to terminate the Commercial Settlement Class portion of this Settlement Agreement, solely with respect to that Settling Defendant, by agreeing to reduce the Commercial Opt-Out Reduction to 50% or such other percentage as is agreed upon with PLC (provided, however, that there must be a single Commercial Opt-Out Reduction applicable to all Settling Defendants that remain part of the Commercial Settlement Class portion of the Settlement Agreement). A Settling Defendant electing, pursuant to this provision, to cancel PLC's election to terminate shall provide written notice (by facsimile and overnight mail) of such election to PLC, Settling States' Liaison

Counsel and the other Settling Defendants within 10 days after receipt of PLC's notice of its intention to terminate the Commercial Settlement Class portion of this Settlement Agreement (unless the Settling Defendants, PLC and the Settling States' Liaison Counsel mutually agree on a later date). The Commercial Settlement Class portion of this Settlement Agreement shall remain in effect with respect to any Settling Defendant that so cancels PLC's termination rights in all respects as if PLC had not exercised its right to terminate pursuant to this paragraph, except that the Commercial Opt-Out Percentage shall be reduced to such percentage as is agreed upon;

3. Any Settling Defendant that has not cancelled PLC's option to terminate the Commercial Settlement Class portion of this Settlement Agreement pursuant to paragraph VII.B.2 shall be considered a Terminating Settling Defendant for purposes of this Settlement Agreement, and paragraphs VII.A.3, VII.A.4, and VII.A.5 shall apply to those Settling Defendants that effectively become Terminating Settling Defendants pursuant to this paragraph;

4. Within 30 days after the Commercial Opt-Out Determination Date, (unless this period is extended by agreement of the Settling Defendants, PLC and the Settling States), PLC shall file with the ADR Court a copy of its election to terminate the Commercial Settlement Class portion of this Settlement Agreement as against any Settling Defendant that has not cancelled PLC's option to terminate the Commercial Settlement Class portion of this Settlement Agreement pursuant to paragraph VII.B.2; and

5. The exercise of this option to terminate will have no effect upon the Consumer Settlement Class or upon the SEIF, or upon any Terminating Settling Defendant's participation in or obligations in respect of the Consumer Settlement Class portion of this Settlement Agreement or the SEIF.

C. Preliminary Disapproval Termination Rights. If State Courts in Settling States accounting for 25% or more of the State Settlement Percentages have issued Preliminary Disapproval, the Settling Defendants, acting unanimously, may, in their absolute discretion, terminate the Commercial Settlement Class portion of this Settlement Agreement, and any rights and obligations created hereto concerning the Commercial Settlement Class portion of this Settlement Agreement shall be null and void. Any order certifying any Commercial Settlement Class shall be vacated as to the Terminating Settling Defendants, and the Terminating Settling Defendants' position that the Class Action and the State Actions may not be maintained as a class action will not be prejudiced or compromised by their participation in efforts to obtain approval of this Settlement Agreement. The exercise of this option to terminate will have no effect upon the Consumer Settlement Class, or upon any Terminating Settling Defendant's participation in, or obligations in respect of, the Consumer Settlement Class portion of this Settlement Agreement or upon the SEIF. To be effective, the Settling Defendants' election of this option to terminate must be communicated to PLC and the Settling States' Liaison Counsel within 30 days of the date on which the right to terminate was triggered.

D. Termination for Failure to Obtain Timely Preliminary Approval.

If any State Court has not granted Preliminary Approval of the relevant Settlement Implementing Agreement(s) on or before the Preliminary Settlement Approval Deadline, this Settlement Agreement shall be terminated as to that Settling State, unless otherwise agreed by the Settling Defendants, PLC and the Settling States' Liaison Counsel within 20 days after the Preliminary Settlement Approval Deadline. If a Settling State is terminated pursuant to this paragraph, all provisions of this Settlement Agreement shall be construed as if the State Court of that non-approving State had issued Trial Court Disapproval. In the event the Settling Defendants, PLC and the Settling States agree not to terminate a non-approving Settling State for failure to obtain Preliminary Approval on or before the Preliminary Settlement Approval Deadline, the Settling Defendants, PLC and the Settling States' Liaison Counsel shall agree to a reasonable schedule for additional notice, opt-out, and claim procedures in order to accommodate the participation of the non-terminated, non-approving Settling State in this Settlement Agreement.

E. Termination for Failure to Obtain Timely Trial Court Approval. If

any State Court has not granted Trial Court Approval on or before the Final Settlement Date, this Settlement Agreement shall be automatically terminated as to that Settling State, unless otherwise agreed by the Settling Defendants, PLC and the Settling States' Liaison Counsel. If a Settling State is terminated for failure to obtain Trial Court Approval on or before the Final Settlement Date, all

provisions of this Settlement Agreement shall be construed as if the State Court of that non-approving Settling State had issued Trial Court Disapproval.

F. Trial Court Disapproval Termination Rights. If State Courts in Settling States accounting for 25% or more of the State Settlement Percentages have issued Trial Court Disapproval, or if PLC exercises its option to terminate this Settlement Agreement pursuant to paragraph VII.B, each Settling Defendant, in its absolute discretion, acting in good faith, has the right to terminate all rights and obligations of that Settling Defendant relating to the Commercial Settlement Class portion of this Settlement Agreement. To be effective, a Terminating Settling Defendant must communicate to PLC, and the Settling States' Liaison Counsel, its intention to exercise the right to terminate the Commercial Settlement Class portion of this Settlement Agreement within 10 days after the Final Accounting Date. Any Settling Defendant choosing to exercise its right to terminate pursuant to this paragraph shall withdraw its Settlement Percentage share of the Commercial Class Settlement Amount prior to the distribution of funds pursuant to paragraph VI.E.5. The exercise of this option to terminate will have no effect upon the Consumer Settlement Class or upon the SEIF, or upon any Terminating Settling Defendant's participation in or obligations in respect of the Consumer Settlement Class portion of this Settlement Agreement or the SEIF.

1. Reimbursement of Terminating Settling Defendant. Any Terminating Settling Defendant shall be reimbursed for any payments to the Escrow Fund relating to the Commercial Settlement Class portion of this

Settlement Agreement except for the Terminating Settling Defendant's Settlement Percentage share of the cost of notice and administration, as defined in paragraph VI.E herein, and any order certifying the Commercial Settlement Class shall be vacated as to such Terminating Settling Defendant, and the Terminating Settling Defendant's position that the Class Actions and the State Actions may not properly be maintained as class actions shall not be prejudiced or compromised by its participation in efforts to seek approval of this Settlement Agreement or by its continued participation in the Consumer Settlement Class portion of this Settlement Agreement or the SEIF.

2. Effect on Settlement Fund. In the event that a Terminating Settling Defendant exercises its right to terminate under this paragraph, the Commercial Class Settlement Amount shall be reduced by the Settlement Percentage of the Terminating Settling Defendant. The dollar amount to be contributed by each non-terminating Settling Defendant to the Commercial Class Settlement Amount shall remain equal to the dollar amount that Settling Defendant would have contributed if the Terminating Settling Defendant had not terminated its participation in the Commercial Settlement Class portion of this Settlement Agreement.

3. Effect on Releases. All aspects of this Settlement Agreement relating to the Commercial Settlement Class, including any releases by the Settlement Class Members or the Settling States, with respect to the Terminating Settling Defendant, shall be null and void, and all litigation relating

to the Settling Defendants' Alleged Conduct, including the Class Actions and the State Actions, may proceed with respect to that Terminating Settling Defendant as if the Settlement Agreement did not exist.

4. Prevention of Double Recovery. The Settlement Classes and the Settling States hereby agree that paragraph VII.A.5 (Prevention of Double Recovery) shall apply to each Terminating Settling Defendant (and related Released Parties) that terminates the Commercial Settlement Class portion of this Settlement Agreement pursuant to this Section VII.F.

VIII. ALTERNATIVE PROCEDURE FOR APPROVAL OF CONSUMER SETTLEMENT

A. Expedient Distribution of the Consumer Class Settlement Amount.

It is expressly agreed and acknowledged by the Parties that the Consumer Settlement Class portion of this Settlement Agreement (which, for purposes of this Section, includes the provisions of this Settlement Agreement governing the approval and administration of the SEIF) shall not be unduly delayed or prejudiced by protracted distribution, administration, opt-out, or settlement approval disputes relating to the Commercial Settlement Class portion of this Settlement Agreement or by the possible delay of some State Courts in approving the Commercial Settlement Class portion of this Settlement Agreement, and that the Consumer Class Settlement Amount and the SEIF Amount should be distributed for the benefit of injured consumers as soon as practicable. The Settling Defendants, PLC, Class Counsel, and the Settling States expressly agree

to take any or all of the steps enumerated in this Section in order to ensure prompt distribution of the Consumer Class Settlement Amount and the SEIF Amount.

B. Alternative Notice and Opt-Out Procedure for the Consumer Settlement. If, within 120 days of the date of Preliminary Approval by the ADR Court, Preliminary Approval has been granted by a State Court but there has been no notice pursuant to paragraph IV.A herein to the Consumer Settlement Class in that Settling State, then:

1. PLC and the Settling States may seek in the relevant State Court, and the Settling Defendants shall not oppose, the setting of a Notice Initiation Date, a Notice Completion Date and an Opt-Out Date for the Consumer Settlement Class in the relevant Settling State independent of, and as separate and distinct from, the Notice Initiation, Notice Completion, and Opt-Out Dates for the Commercial Settlement Class portion of this Settlement Agreement.

2. In the event that the Consumer Settlement Class portion of this Settlement Agreement is approved by any State Court prior to the Commercial Settlement Class portion of this Settlement Agreement, the early approval of the Consumer Settlement Class portion of this Settlement Agreement shall have no effect upon the timing of the Notice Initiation Date, Notice Completion Date, Opt-Out Date, and Claim Date for the Commercial Settlement Class portion of this Settlement Agreement, as provided for in Section IV of this Settlement Agreement.

C. Alternative Procedure for Court Approval. If the conditions of this Section are met, this Section shall supersede the provisions for court approval set forth in Section III herein with respect to the Consumer Settlement Class portion of this Settlement Agreement, provided, however, that nothing in this section shall alter the approval process for the Commercial Settlement Class portion of this Settlement Agreement as discussed in Section III hereto.

1. Alternative Preliminary Approval of the Consumer Settlement. If, within 120 days of the date of Preliminary Approval by the ADR Court, there has been Preliminary Disapproval or failure to issue a decision on Preliminary Approval by any State Court, PLC and the Settling States may seek in the relevant State Court, and the Settling Defendants shall not oppose, Preliminary Approval of the Consumer Settlement Class portion of this Settlement Agreement, and the relevant Settlement Implementing Agreement independent of, and as separate and distinct from, the Commercial Settlement Class portion of this Settlement Agreement.

2. Alternative Procedure for Trial Court Approval of the Consumer Settlement. If, within 180 days of the date of Preliminary Approval by the ADR Court, a distribution within the meaning of paragraph VI.E.4 of this Settlement Agreement has not taken place in any Settling State where Preliminary Approval has been granted, then PLC and the relevant Settling State may seek, and the Settling Defendants shall not oppose, Final Approval and entry of final judgment for the Consumer Settlement Class portion of this Settlement

Agreement independently of, and as distinct and separate from, the Commercial Settlement Class portion of this Settlement Agreement. Although the motions shall be substantially similar to those described in paragraphs III.A, III.B, and III.E, these motions shall pertain solely to the Consumer Settlement Class portion of this Settlement Agreement, and shall be filed independent of, and as distinct and separate from, any similar motions later filed as to the Commercial Settlement Class portion of this Settlement Agreement. If a motion for final approval pursuant to this subparagraph is granted by a State Court, this shall be considered Trial Court Approval in respect of the Consumer Settlement Class portion of the relevant Settlement Implementing Agreement. This shall not relieve PLC, Class Counsel and the Settling States of their obligation to seek entry of judgment on a motion for final approval of the Commercial Settlement Class portion of the relevant Settlement Implementing Agreement.

3. Alternative Procedure for Final Approval of the Consumer Class Portion. The Settling Defendants, PLC, Class Counsel and the Settling States agree to take reasonable steps to ensure, if permissible under the relevant Settling State's law, that Trial Court Approval of the Consumer Settlement Class portion of this Settlement Agreement by the ADR Court or any State Court obtained pursuant to the provisions of this Section shall be immediately appealable for the purposes of obtaining Final Approval of the Consumer Settlement Class portion of this Settlement Agreement.

D. Effects on Waivers, Releases, and Covenants Not to Sue. If any State Court has granted either Final Disapproval or Trial Court Disapproval of the Commercial Settlement Class portion of the relevant Settlement Implementing Agreement upon the Final Settlement Date, but that same State Court has approved the Consumer Settlement Class portion of the relevant Settlement Implementing Agreement pursuant to paragraph VIII.C.3, all of the releases, covenants not to sue, and waivers of claims and rights set forth in this Settlement Agreement shall apply to the Consumer Settlement Class portion of the relevant Settlement Implementing Agreement upon Final Approval of the Consumer Settlement Class portion of that Settlement Implementing Agreement. However, the releases, covenants not to sue, and waivers of claims and rights set forth in this paragraph as they pertain to the Commercial Settlement Class portion of the Settlement Agreement shall be construed as if the State Courts had disapproved or failed to grant Final Approval of the Commercial Settlement Class portion of the relevant Settlement Implementing Agreement. If Final Approval of the Commercial Settlement Class portion of the relevant Settlement Implementing Agreement is subsequently obtained in a non-approving Settling State, such that Settlement Amounts are released to that State pursuant to paragraph VI.E. hereto, the releases, covenants not to sue, and waivers set forth in this Settlement Agreement shall be effective as to any Released Claim of the Commercial Settlement Class under the laws of that Settling State as if Final Approval had been granted prior to the Final Settlement Date.

E. Alternative Payment and Distribution Plan. If the conditions of this paragraph are met, this Section shall supersede the provisions in Section VI for the payment and distribution of the Consumer Settlement Class and SEIF portions of the Settlement Agreement, provided, however, that the provisions in this paragraph shall not affect the payment and distribution of the Commercial Settlement Class portion of the Settlement Agreement.

1. Alternative Initial Payment of Consumer Settlement Fund.

Within 25 days after Preliminary Approval has been granted in a Settling State as to the Consumer Settlement Class portion of the relevant Settlement Implementing Agreement in accordance with paragraph VIII.C.1, each Settling Defendant shall severally pay its respective Settlement Percentage of the relevant Settling State's State Settlement Percentage share of \$2,500,000 (the dollar amount set aside for Consumer Class notice in VI.E.1) into that Settling State's sub-account of the Consumer Class Escrow Account, which amounts shall be available immediately thereafter for reimbursement of such costs, fees and expenses associated with the provision of notice to the members of the Consumer Settlement Class in that Settling State pursuant to paragraph VIII.C.2 hereof, and administrative expenses as may be approved by the ADR Court. Those payments shall be credited against the amounts to be paid by each Settling Defendant under paragraph VI.E or paragraph VIII.F, provided however, that under no circumstances shall any amounts expended for court-approved costs, fees, and

expenses in connection with the provision of notice to the Settlement Classes be refunded to the Settling Defendants.

2. Alternative Settlement Funding Date. Where a State Court grants Final Approval of the Consumer Settlement Class portion of the relevant Settlement Implementing Agreement, within 10 days of Final Approval by the relevant State Court, each Settling Defendant severally shall pay into the Consumer Class Escrow Account, to the credit of the sub-account for the relevant Settling State, its Settlement Percentage share of the amount of the Consumer Class Settlement Amount applicable to that Settling State as allocated in Schedule G, subject to the reductions for any payment made pursuant to Section VI and this Section. Further, each Settling Defendant severally shall pay into the State Economic Impact Fund Escrow Account, to the credit of the sub-account for the relevant Settling State, its Settlement Percentage share of the amount of the SEIF Amount applicable to that State as allocated in Schedule G, subject to the reductions for any payment made pursuant to Section VI and this Section.

F. Distribution. Within 10 days from the payment of funds by the Settling Defendants pursuant to paragraph V.III.E.2, the portion of the Consumer Class Settlement Amount applicable to that Settling State as allocated on Schedule G (plus interest accrued since the Settlement Funding Date, less costs) shall be distributed to the relevant Settling State or Settling States to be distributed in accordance with the relevant Settling State's plan of distribution for the Consumer Class Settlement Amount, as approved pursuant to pursuant to

paragraph VI.E.4. Further, the portion of the SEIF Amount (plus interest accrued since the payment date, less costs) shall be distributed to the relevant Settling State or Settling States to be distributed in accordance with the relevant Settling State's plan of distribution for the SEIF Amount, as approved pursuant to pursuant to paragraph VI.E.6.

If, within 210 days of the date of Preliminary Approval by the ADR Court, a State Court of a Settling State has granted Final Approval but no distribution pursuant to paragraph VI.E.4 has taken place in respect of that Settling State, each Settling Defendant, on the 220th day from the date of Preliminary Approval by the ADR Court, severally shall pay into the Consumer Class Escrow Account, to the credit of the sub-account or sub-accounts for the respective Settling State or Settling States its Settlement Percentage share of the amount(s) of the Consumer Class Settlement Amount applicable to the relevant Settling State(s), subject to all applicable reductions. Each Settling Defendant also severally shall pay into the State Economic Impact Fund Escrow Account, to the credit of the sub-account or sub-accounts for the respective Settling State or Settling States its Settlement Percentage share of the amount(s) of the SEIF Amount applicable to the relevant Settling State(s), subject to all applicable reductions.

G. Provisions of APACS Superior. It is expressly acknowledged and agreed by the Parties that all other provisions of this Settlement Agreement, including those relating to court approval, payment and distribution, are subject to the provisions of APACS in this section, and where there is a conflict between the

provisions of APACS in this section relating to court approval, payment and distribution, and any other provision of this Settlement Agreement, the provisions of APACS shall prevail.

H. Effect of Disapproval of Commercial Settlement Portion. The disapproval or failure to approve the Commercial Settlement Class portion of this Settlement Agreement, in the ADR Court or in any State Court, either before or subsequent to the operation of the APACS provisions of this section, shall in no way affect the operation of the APACS provisions, and under no circumstances shall the Consumer Base Settlement Amount or the SEIF Amount be reduced because of the ADR Court's or any State Court's failure to approve the Commercial Settlement Class portion of this Settlement Agreement.

I. Continuing Obligations to Commercial Class Settlement. The Parties expressly agree and acknowledge that approval and distribution pursuant to APACS does not release the Settling Defendants, PLC, Class Counsel and the Settling States from their obligations under this Settlement Agreement to use reasonable best efforts to obtain approval of the Commercial Settlement Class portion of this Settlement Agreement.

IX. MISCELLANEOUS PROVISIONS

A. Reasonable Best Efforts to Effectuate this Settlement. The Settling Defendants, PLC, Class Counsel and the Settling States agree to undertake their reasonable best efforts, including all steps and efforts contemplated by this Settlement Agreement and any other steps and efforts that may be necessary or

appropriate, by court order or otherwise, to carry out the terms of this Settlement Agreement. In the event of Preliminary Disapproval or Trial Court Disapproval in the Giral Action or in the event of reversal on appeal of Preliminary Approval or Trial Court Approval in the Giral Action, the Settling Defendants and PLC promptly will agree upon a State Court, subject to that court's approval, to substitute for the Giral Court as the ADR Court for the purposes of the administration of this Settlement Agreement.

B. Warranty as to Solvency. Each Settling Defendant warrants individually (but not jointly or collectively) that, as of the date of this Settlement Agreement, that Settling Defendant is not insolvent, nor will its payments under this Settlement Agreement render it insolvent within the meaning of and/or for the purposes of the United States Bankruptcy Code.

If a case is commenced with respect to any of the Settling Defendants under Title 11 of the United States Code (Bankruptcy), or a trustee, receiver or conservator is appointed under any similar law, and in the event of the entry of a final order of a court of competent jurisdiction determining the payment of any part of the Total Base Settlement Amount or the Total Final Settlement Amount and any accrued interest, by or on behalf of a Settling Defendant, to be a preference, voidable transfer, fraudulent transfer or similar transaction, and if pursuant to an order of a court of competent jurisdiction monies paid by a Settling Defendant pursuant to this Agreement are either not delivered or are returned to the Settling Defendant or the trustee, receiver, or conservator appointed by a court

in any bankruptcy proceedings with respect to that Settling Defendant, the releases given and judgement entered in favor of that Settling Defendant pursuant to this Settlement Agreement shall be null and void.

C. Execution of Settlement Implementing Agreements. The Settling Defendants, PLC, and the Attorneys General for the Settling States agree to execute Settlement Implementing Agreements, substantially in the form of Exhibit E within 10 days after the signing of this Settlement Agreement.

D. Protection against Duplicative Liability for Contribution or Indemnity. Notwithstanding anything to the contrary contained in this Settlement Agreement, in consideration of the terms hereof and in order to induce the Settling Defendants to enter into this Settlement Agreement, Settlement Class Members and the Settling States shall exclude from the dollar amount of any judgment collectable against any person in the Class Actions, the State Actions or any other action on any final judgment on any claim comparable to the Released Claims an amount equal to the percentage or amount of such judgment for which any Released Party would be responsible pursuant to a valid and enforceable claim for contribution and/or indemnification (other than any such claim that arises out of any voluntarily assumed contribution and/or indemnification obligation of such Released Party). The Settling Defendants, PLC and the Settling States agree that no such valid and enforceable claim for contribution and/or indemnification presently exists as a matter of law, and Settling Defendants agree to use their reasonable best efforts to defend that position against any such claim for

contribution or indemnity. The Settlement Classes and the Settling States agree that the undertaking set forth in this paragraph is not only for the benefit of the Settling Defendants but also for the benefit of any person against whom any such judgment is entered and that this undertaking may be enforced by any such person as an intended beneficiary hereof. This provision provides for a judgment reduction only, and shall not create a separate liability requiring the repayment by any Settlement Class Members or Settling State of any funds distributed pursuant to this Settlement Agreement.

E. Settling Defendants' Obligations Are Several and not Joint. All obligations assumed by the Settling Defendants under this Settlement Agreement are intended to be, and shall remain, several and not joint.

F. Consent to Jurisdiction. Each Settling Defendant, each member of either or both of the Settlement Classes, and each of the Settling States hereby recognizes that, because the Commercial Class Settlement Amount must be administered on a multi-state basis, such administration requires uniformity of interpretation. Therefore, the Settling Defendants, the Settlement Class Members, PLC, and the relevant Settling State hereby irrevocably submit to the exclusive jurisdiction of the ADR Court for any suit, action, proceeding or dispute arising out of or relating to this Settlement Agreement or the applicability of this Settlement Agreement and its exhibits and schedules where such suit, action, proceeding or dispute may affect the interpretation of this Settlement Agreement as it pertains to the administration of the Commercial Class Settlement Amount;

provided, however, that, to the extent the Settling Defendants, PLC, Class Counsel, and the relevant Settling State hereto are party to any of the Settlement Implementing Agreements, the Parties agree to submit to the jurisdiction of the relevant State Court as specified in the Settlement Implementing Agreements, where such jurisdiction does not conflict with the provisions of this paragraph.

Without limiting the generality of the foregoing, it is hereby agreed that any dispute concerning the provisions of paragraphs II.D, V.A, V.B., VII.A.5, VII.E.4, and IX.D hereof, including but not limited to any suit, action, proceeding, or dispute in which the provisions of paragraph II.D, V.A, V.B, VII.A.5, VII.E.4, and IX.D hereof are asserted as a defense in whole or in part to any claim or cause of action or otherwise raised as an objection, constitutes a suit, action, proceeding or dispute arising out of or relating to this Settlement Agreement and its exhibits and schedules. In the event that the provisions of paragraphs II.D, V.A, V.B, VII.A.5, VII.E.4, and IX.D hereof are asserted by any Released Party as a defense in whole or in part to any claim or cause of action or otherwise raised as an objection in any suit, action, proceeding, or dispute, it is hereby agreed that such Released Party shall be entitled to a stay of that suit, action, proceeding, or dispute until the ADR Court has entered a final judgment no longer subject to any appeal or review determining any issues relating to the defense or objection based on such provisions. Solely for purposes of such suit, action, proceeding, or dispute, to the fullest extent they may effectively do so under applicable law, the Settlement Class Members, the Settling States and the Settling Defendants

irrevocably waive and agree not to assert, by way of motion, as a defense or otherwise, any claim or objection that they are not subject to the jurisdiction of the ADR Court or that the ADR Court is in any way an improper venue or an inconvenient forum. Nothing herein shall be construed as a submission to jurisdiction for any purpose other than enforcement of this Settlement Agreement.

G. Resolution of Disputes; Retention of Jurisdiction. Any disputes between or among the Settling Defendants and any Commercial Settlement Class Members or the Settling States concerning the Commercial Settlement Amount or the Commercial Settlement Class shall, if they cannot be resolved by negotiation and agreement, be submitted to the ADR Court; provided, however, that the relevant State Court shall maintain jurisdiction over the Consumer Class Settlement Amount and the SEIF Amount for that Settling State, as well as over the implementation of the relevant Settlement Implementing Agreement where the exercise of such jurisdiction is not inconsistent with the terms of this Settlement Agreement, including, without limitation, the provisions of paragraph VIII.G. The ADR Court shall retain jurisdiction over the implementation and enforcement of this Settlement Agreement. The relevant State Court shall retain jurisdiction over the implementation and enforcement of the relevant Settlement Implementing Agreement as provided under the terms of that Settlement Implementing Agreement where such jurisdiction does not conflict with the terms of this Settlement Agreement.

H. Binding Effect. This Settlement Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Parties hereto. Without limiting the generality of the foregoing, each and every covenant and agreement herein by PLC, Settling States' Liaison Counsel, the Settling States, the plaintiffs or their counsel shall be binding upon the Settling States and all Settlement Class Members, including those plaintiffs who are bound to the terms of this Settlement Agreement as a result of the approval of a State Court in a related action.

I. Authorization to Enter Settlement Agreement. Each undersigned representative of a Settling Defendant covenants and represents that such representative is fully authorized to enter into and to execute this Settlement Agreement on behalf of such Settling Defendant. PLC represents that he or she is fully authorized to conduct settlement negotiations with the Settling Defendants on behalf of plaintiffs and plaintiffs' counsel and to enter into, and to execute, this Settlement Agreement on behalf of the Settlement Classes, subject to Court approval. Each Attorney General covenants and represents that he or she is fully authorized to enter into and execute this Settlement Agreement on behalf of such Settling State.

J. Confidentiality of Documents. The Parties hereto and their counsel acknowledge and agree that discovery in this action has involved disclosures of trade secrets and other confidential and proprietary business, technical and financial information. The Parties hereto and their respective counsel agree that,

except as otherwise required by law, within 60 days after the Final Settlement Date all materials produced by or discovered from any Settling Defendant, and any materials based on such Settling Defendant's materials, that are in the possession of PLC, Class Counsel, the Settling States or experts retained by or on behalf of any such counsel, any Settlement Class Member or the Settling States, shall be destroyed or returned to the producing Party, except to the extent that continued retention of any of the Settling Defendants' material and information is governed by a protective order in another action or other applicable court order; provided, however, that PLC and Class Counsel may retain a set of pleadings, briefs, affidavits, and any other papers filed with the ADR Court or any State Court in the pending Class Actions and State Actions, notwithstanding that such material may contain or refer to information that otherwise is subject to this paragraph, but subject to any applicable protective order (except any provision therein requiring the return or destruction of such materials upon the conclusion of litigation). In addition to any protections provided by court orders or other confidentiality agreements, all such materials subject to this paragraph shall be used by the Settlement Classes, the Settling States, PLC, or Class Counsel solely for purposes of Class Actions or State Actions. Upon request, counsel for each shall provide the producing Party with a written declaration under penalty of perjury certifying that all documents required to be returned or destroyed have been returned or destroyed.

K. Notices. All notices under this Settlement Agreement shall be in writing. Each such notice shall be given by (i) hand delivery; (ii) registered or certified mail, return receipt requested, postage pre-paid; or (iii) Federal Express or similar overnight courier and, in the case of either (i), (ii) or (iii) shall be addressed, if directed to any plaintiff or Settlement Class Member, to PLC at their addresses set forth on the signature pages hereof and to States' Liaison Counsel at the addresses set forth on the signature pages hereof and if directed to a Settling Defendant, to its representative(s) at the address(es) set forth on Schedule ___ hereto, or such other address as PLC, States' Liaison Counsel or a Settling Defendant may designate, from time to time, by giving notice to the Settling Defendants, PLC, and the Settling States' Liaison Counsel in the manner described in this paragraph.

L. No Admission. Whether or not this Settlement Agreement becomes final or is terminated pursuant to any provision of Section VII hereof, the Parties expressly agree that this Settlement Agreement and its contents, including its exhibits and schedules, and any and all statements, negotiations, documents and discussions associated with it, shall not be deemed or construed to be an admission or evidence: (a) of any violation of any statute or law or of any liability or wrongdoing or of the truth of any of the claims or allegations contained in the complaints in the Class Actions, the State Actions or any other pleading, and evidence thereof shall not be discoverable or used, directly or indirectly, in any way, whether in the Class Actions, the State Actions or in any other action or

proceeding; or (b) that the Class Actions, the State Actions or any similar litigation may properly be maintained as class actions.

M. Intended Beneficiaries. Except as expressly provided in paragraphs IX.D, VII.A.5, and VII.E.4 hereof, no provision of this Settlement Agreement shall provide any rights to, or be enforceable by, any person or entity that is not a Settlement Class Member, a Released Party, PLC or a Settling State. No Settlement Class Member or Settlement Class Counsel may assign or otherwise convey any right to enforce any provision of this Settlement Agreement.

N. Headings. The headings used in this Settlement Agreement are intended for the convenience of the reader only and shall not affect the meaning or interpretation of this Settlement Agreement.

O. No Party Is the Drafter. None of the Parties hereto shall be considered to be the drafter of this Settlement Agreement or any provision hereof for the purpose of any statute, case law or rule of interpretation or construction that would or might cause any provision to be construed against the drafter hereof.

P. Choice of Law. All terms of this Settlement Agreement and the exhibits and schedules hereto shall be governed by and interpreted according to the substantive laws of the District of Columbia without regard to its choice of law or conflict of laws principles.

Q. Amendment; Waiver. This Settlement Agreement shall not be modified in any respect except by a writing executed by all Parties hereto, and the waiver of any rights conferred hereunder shall be effective only if made by written

instrument of the waiving Party. The waiver by any Party of any breach of this Settlement Agreement shall not be deemed or construed as a waiver of any other breach, whether prior, subsequent or contemporaneous, of this Settlement Agreement.

R. Execution in Counterparts. This Settlement Agreement may be executed in counterparts. Facsimile signatures shall be considered as valid signatures as of the date hereof, although the original signature pages shall thereafter be appended to this Settlement Agreement and filed with the ADR Court.

S. Integrated Agreement. This Settlement Agreement contains an entire, complete, and integrated statement of each and every term and provision agreed to by and among the Parties hereto, and it is not subject to any condition not provided for herein.

IN WITNESS WHEREOF, the Parties hereto, through their fully authorized representatives have agreed to this Settlement Agreement on the date first herein above written.

PLAINTIFFS' LEAD COUNSEL, on behalf of
Class Counsel and the Settlement Classes

By: _____
David Boies
STRAUS & BOIES, LLP
10513 Braddock Road
Fairfax, Virginia 22032

AVENTIS ANIMAL NUTRITION S.A.

By: _____
John M. Majoras
JONES, DAY, REAVIS & POGUE,
on behalf of Aventis Animal Nutrition S.A.

BASF CORPORATION

By: _____
Tyrone C. Fahner
MAYER, BROWN & PLATT,
on behalf of BASF Corporation

DAIICHI PHARMACEUTICAL CO., LTD.

By: _____
Michael L. Denger
GIBSON, DUNN & CRUTCHER, LLP,
on behalf of Daiichi Pharmaceutical Co., Ltd.

EISAI CO., LTD.

By: _____
D. Stuart Meiklejohn
SULLIVAN & CROMWELL,
on behalf of Eisai Co., Ltd.

**HOFFMANN-LA ROCHE INC. & ROCHE
VITAMINS INC.**

By: _____
Jacqueline Denning
ARNOLD & PORTER,
on behalf of Hoffmann-La Roche Inc. &
Roche Vitamins Inc.

TAKEDA CHEMICAL INDUSTRIES, LTD.

By: _____
Lawrence Byrne
SQUADRON, ELLENOFF, PLESENT
& SHEINFELD, LLP,
on behalf of Takeda Chemical Industries, Ltd.

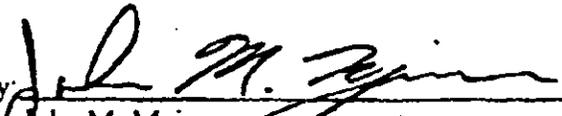
ATTORNEYS GENERAL SIGNATURE
PAGES TO BE APPENDED.

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By: 
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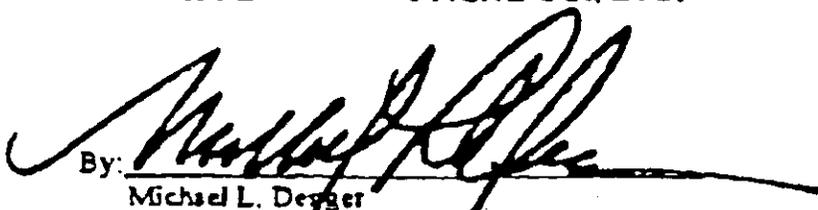
AVENTIS ANIMAL NUTRITION S.A.

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JONES, DAY, REAVIS & POGUE,
on behalf of Aventis Animal Nutrition S.A.

BASF CORPORATION

By: 
Tyrone C. Fahner
MAYER, BROWN & PLATT,
on behalf of BASF Corporation

DAIICHI PHARMACEUTICAL CO., LTD.

By: 

Michael L. Decker
GIBSON, DUNN & CRUTCHER, LLP.
on behalf of Daiichi Pharmaceutical Co., Ltd.

EISAI CO., LTD.

By: _____

D. Stuart Meiklejohn
SULLIVAN & CROMWELL,
on behalf of Eisai Co., Ltd.

HOFFMANN-LA ROCHE INC. & ROCHE
VITAMINS INC.

By: _____

Jacqueline Deering
ARNOLD & PORTER,
on behalf of Hoffmann-La Roche Inc. &
Roche Vitamins Inc.

DAIICHI PHARMACEUTICAL CO., LTD.

By: _____
Michael L. Denger
GIBSON, DUNN & CRUTCHER, LLP.
on behalf of Daiichi Pharmaceutical Co., Ltd.

EISAI CO., LTD.

By: *D. Stuart Meiklejohn*
D. Stuart Meiklejohn
SULLIVAN & CROMWELL
on behalf of Eisai Co., Ltd.

HOFFMANN-LA ROCHE INC. & ROCHE
VITAMINS INC.

By: _____
Jacqueline Denning
ARNOLD & PORTER,
on behalf of Hoffmann-La Roche Inc. &
Roche Vitamins Inc.

GIBSON, DUNN & CRUTCHER, LLP,
on behalf of Daiichi Pharmaceutical Co., Ltd.

EISAI CO., LTD.

By: _____
D. Stuart Maiklejohn
SULLIVAN & CROMWELL,
on behalf of Eisai Co., Ltd.

HOFFMANN-LA ROCHE INC. & ROCHE
VITAMINS INC.

By: *Jeanelle Deming*
Jeanelle Deming
ARNOLD & PORTER,
on behalf of Hoffmann-La Roche Inc. &
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By: _____
Lawrence Byrnes
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& SPENFELD, LLP.
on behalf of Takeda Chemical Industries, Ltd.

TAKEDA CHEMICAL INDUSTRIES, LTD.

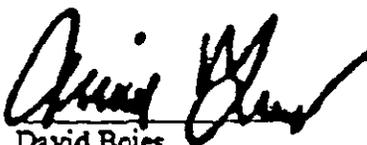
By Lawrence Byrne

Lawrence Byrne
SQUADRON, ELLENOFF, PLESANTISHEINFELD, LLP,
& SHEINFELD, LLP.

on behalf of Takeda Chemical Industries, Ltd

PLAINTIFFS' LEAD COUNSEL, on behalf of Class
Counsel and the Settlement Classes

By:



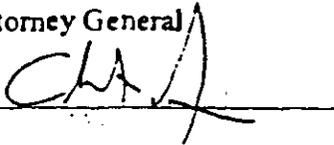
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VITAMINS - MASTER SETTLEMENT AGREEMENT

STATE OF NEW YORK

ELIOT SPITZER

Attorney General

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Signature block for the Plaintiff State of Arizona for the Master Settlement Agreement

Dated: September 25, 2000
Phoenix, Arizona

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Attorney General



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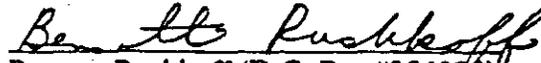
ROBERT R. RIGSBY
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Sharon Styles-Anderson (D.C. Bar #412158)
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Master Settlement Agreement

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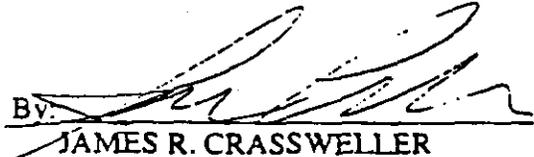
MASTER SETTLEMENT AGREEMENT

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MIKE HATCH
Attorney General

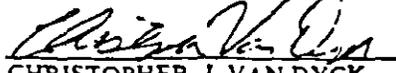
By: 

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FRANKIE SUE DEL PAPA
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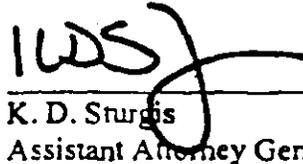
PATRICIA A. MADRID
Attorney General of New Mexico

A handwritten signature in cursive script, reading "Patricia A. Madrid", written over a horizontal line.

Patricia A. Madrid
Attorney General
Post Office Box 1508
Santa Fe, New Mexico 87504-1508
(505) 827-6000

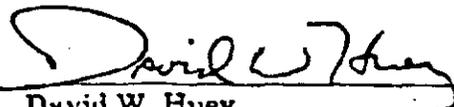
MICHAEL F. EASLEY
Attorney General of North Carolina

by:

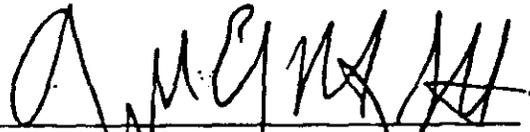


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STATE OF NORTH DAKOTA
Heidi Heitkamp
Attorney General

BY: 

David W. Huey
Assistant Attorney General
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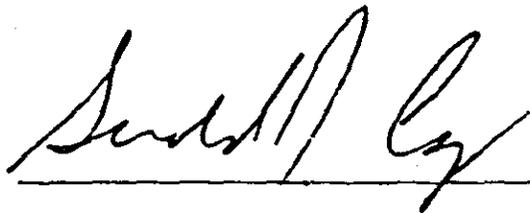


A handwritten signature in black ink, appearing to read 'Angel E. Rotger Sabat', written over a horizontal line.

Angel E. Rotger Sabat
Attorney General
Commonwealth of Puerto Rico

SHELDON WHITEHOUSE

Attorney General of Rhode Island

A handwritten signature in cursive script, appearing to read "Gerald Coyne", written over a horizontal line.

Gerald Coyne
Deputy Attorney General
J.O. Alston, #3909
Special Assistant Attorney General
150 South Main Street
Providence, RI 02903

STATE OF SOUTH DAKOTA


MARK BARNETT
ATTORNEY GENERAL



STATE OF TENNESSEE



Paul G. Summers (BPR # 6285)
Attorney General and Reporter

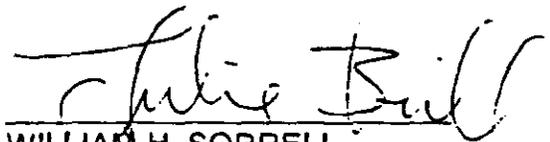
J. Patrick Riceci by permission


J. Patrick Riceci (BPR # 15746) *MLB*
Assistant Attorney General
(615) 741-3694



Michael K. Bassham
Assistant Attorney General (BPR # 13521)
Antitrust Division
425 5th Avenue North
Nashville, Tennessee 37243
(615) 741-6421

In Re: Vitamins Master Settlement Agreement

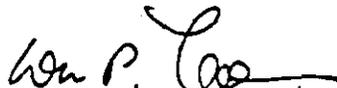


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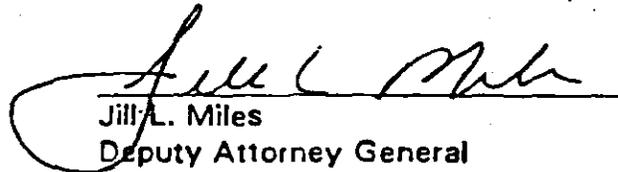
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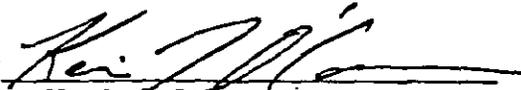


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**ATTENTION ALL PERSONS OR ENTITIES WHO PURCHASED
CERTAIN "INDIRECT VITAMIN PRODUCTS" (as defined below)
BETWEEN JANUARY 1, 1990 AND DECEMBER 31, 1999**

PLEASE READ THIS SUMMARY NOTICE CAREFULLY AND IN ITS ENTIRETY

WHY SHOULD I READ THIS SUMMARY NOTICE?

Your rights may be affected by class action lawsuits and/or lawsuits filed by the state Attorneys General pending in the District of Columbia, Arizona, Florida, Hawaii, Idaho, Illinois, Kansas, Maine, Michigan, Minnesota, Nevada, New Mexico, New York, North Carolina, North Dakota, Puerto Rico, Rhode Island, South Dakota, Tennessee, Vermont, Washington, West Virginia, and Wisconsin (the "Settling States"). Courts in the Settling States have preliminarily approved a settlement agreement (the "Settlement Agreement") providing for partial settlements of these lawsuits, have appointed Counsel for the Settlement Classes ("Class Counsel"), and scheduled hearings to consider the fairness, adequacy, and reasonableness of the proposed settlements.

WHAT ARE THE LAWSUITS ABOUT?

Plaintiffs, on behalf of themselves and all other similarly situated persons and entities, together with the attorneys general of each of the Settling States (the "State Attorneys General"), allege that defendants BASF Corporation, Daiichi Pharmaceutical Co., Ltd., Eisai Co. Ltd., Aventis Animal Nutrition S.A. (formerly known as Rhone-Poulenc Animal Nutrition S.A.), Hoffmann-La Roche Inc., Roche Vitamins Inc., and Takeda Chemical Industries Ltd. (the "Settling Defendants") and certain related entities have, among other things, unlawfully conspired to fix, raise, maintain, or stabilize the prices of, and allocate volumes, markets or customers for, certain vitamin products, and that such conduct violates the antitrust and/or consumer protection laws of the Settling States. The Settling Defendants deny these allegations.

WHAT ARE INDIRECT VITAMIN PRODUCTS?

Indirect Vitamin Products include (a) vitamin A, astaxanthin, vitamin B1 (thiamin), vitamin B2 (riboflavin), vitamin B4 (choline chloride), vitamin B5 (calpan), vitamin B6, vitamin B9 (folic acid), vitamin B12 (cyanocobalamin pharmaceutical), beta-carotene, carotenoids, vitamin C, canthaxanthin, vitamin E, and vitamin H (biotin); (b) products containing, or constituted of (in whole or in part), any of the foregoing, including blends and premixes; and (c) products derived from animals that consumed any of the foregoing. Indirect Vitamin Products do not include bulk vitamins or premixes purchased directly from certain manufacturers.

WHO IS IN THE SETTLEMENT CLASSES?

The Settlement Classes include a Consumer Settlement Class defined as all natural persons (excluding the Released Parties) who purchased Indirect Vitamin Products for use or consumption by themselves and/or others and not for resale in any form, and who: (i) are residents of one or more of the Settling States; and (ii) purchased Indirect Vitamin Products from within one or more of the Settling States at any time during the Relevant Period.

You need not take any action to remain in the Consumer Settlement Class and your rights as a beneficiary of the Settlement Agreement will be represented by Class Counsel and the State Attorneys General.

The Settlement Classes also include a Commercial Settlement Class for each Settling State except Hawaii. The Commercial Settlement Class includes all persons or entities (excluding government entities and the Settling Defendants) who, during the

Relevant Period, made any purchase of Indirect Vitamin Products for resale, for incorporation into another product for resale, or for use in the manufacture, processing, or development of another product (including the feeding of an animal) for resale, where such purchase was (a) made by a buyer in one or more of the Settling States; (b) made from a seller in one or more of the Settling States; or (c) delivered by or on behalf of the seller to the buyer in one or more of the Settling States if the buyer's principal place of business was in one of the Settling States; *provided* that the purchase did not include bulk vitamins or premixes purchased directly from certain manufacturers; and *further provided* that such purchase was not a "California Purchase" as that term is defined in the Notice and Settlement Agreement. Such California Purchases are the subject of similar class action litigation in California. You may obtain information relating to the California litigation by writing to

You need not take any action to remain in the Commercial Settlement Class and your rights under the Settlement Agreement will be represented by Class Counsel. If you wish to file a claim against the Commercial Settlement fund, you must submit a claim form so that it is received by the Settlement Administrator on or before _____.

If you wish to exclude yourself from the Consumer and/or Commercial Settlement Classes you must submit a request for exclusion so that it is received by the Settlement Administrator on or before _____, even if you have filed your own lawsuit.

WHAT ARE THE PROPOSED SETTLEMENT TERMS?

In exchange for the release of the claims of the Settlement Classes, the Settling Defendants have agreed to pay up to \$225,250,000.00 (the "Settlement Amount") for the benefit of consumers and businesses in the Settling States.

If you choose to remain in either or both of the Settlement Classes you may, but are not required to, appear in person at the settlement fairness hearings and/or submit comments regarding the fairness, adequacy, and reasonableness of the proposed settlements.

If the settlements are finally approved by the courts, the judgments entered will bind all persons and/or entities in the Settlement Classes who do not timely and properly exclude themselves, and their claims against the Settling Defendants and related entities shall be forever released and dismissed.

You are urged to obtain more information as described below in order to preserve your rights.

HOW CAN I OBTAIN ADDITIONAL INFORMATION?

You may obtain additional information concerning the proposed settlements (including hearing dates, claim forms, and requests for exclusion) by writing to the Settlement Administrator [insert name and address]; (b) by calling 1-888-xxx-xxxx; or (c) visiting the internet web site located at www._____.com.

You may direct any other questions you may have concerning the Settlement Agreement or this Summary Notice to either Plaintiffs' Lead Counsel: David Boies, Straus & Boies, LLP, 10513 Braddock Road, Fairfax, Virginia 22030 or Liaison Counsel for the State Attorneys General: Kathleen Harris, Deputy Chief, Antitrust Bureau, Office of the Attorney General of the State of New York, 120 Broadway, New York, New York 10271.



EXHIBIT A-1

MANNER OF NOTICE

Summary of Notice Provisions:

- ◆ Summary notice, substantially in the form of Exhibit A to the Settlement Agreement, will be published in national consumer and business magazines, state-based and national newspapers, newspaper supplements, and industry trade magazines (listed below).
- ◆ Introductory notice will be provided through press releases to media outlets and trade associations containing information about the settlement and its administration.
- ◆ Third-party notice will be distributed by mail to trade associations in targeted industries.
- ◆ Electronic notice will be posted on an internet web site, listed with major search engines.
- ◆ Direct notice, substantially in the form of Exhibit B to the Settlement Agreement, will be provided by first-class mail to all persons or entities who call a toll-free number or write the Settlement Administrator for the Notice of Class Action.

PUBLICATIONS FOR NATIONAL NOTICE:

Summary notice (substantially in the form of Exhibit A) will be published in the following national publications:

Business Week
Inc. Magazine
Money
National Geographic
Newsweek
New York Times (2 times)
Parade
PC Magazine
People
Reader's Digest
Sports Illustrated
Time
USA Today (2 times)
USA Weekend (2 times)
US News & World Report
Wall Street Journal (2 times)

PUBLICATIONS FOR STATE-SPECIFIC NOTICE:

527 daily newspapers in 22 of the 23 Settling States will carry an ad inserted one time in a weekday edition:

STATE	CITY	NEWSPAPER	CIRCULATION
AZ	Bullhead City	Mohave Valley Daily News	8,050
AZ	Casa Grande	Dispatch	8,285
AZ	Douglas	Daily Dispatch	2,469
AZ	Flagstaff	Arizona Sun	14,483
AZ	Kingman	Miner	8,069
AZ	Lake Havasu City	News-Herald	11,645
AZ	Mesa	Phoenix Tribune	110,679
AZ	Phoenix	Arizona Republic, Suburban Tribune	553,495
AZ	Prescott	Courier	19,500
AZ	Sierra Vista	Herald	12,458
AZ	Sun City	News-Sun	20,159
AZ	Tucson	Daily Territorial	753
AZ	Tucson	Newspapers, Inc.	143,239
AZ	Yuma	Sun	19,034
AZ	TOTAL (14 papers)		932,318
DC	Washington	Post	1,080,082
DC	Washington	Times	56,632
DC	TOTAL (2 papers)		1,136,714
FL	Boca Raton	News	15,552
FL	Bradenton	Herald	47,578
FL	Brooksville	Hernando Today	16,115
FL	Cape Coral	Breeze	3,992
FL	Crystal River	Citrus County Chronicle	25,172
FL	Daytona Beach	News-Journal	112,741
FL	Fort Lauderdale	Sun-Sentinel	350,978
FL	Fort Myers	News-Press	95,473
FL	Fort Pierce/Port St. Lucie	Tribune	27,897
FL	Fort Walton Beach	Northwest Florida News	46,657
FL	Gainesville	Sun	59,675
FL	Jacksonville	Times-Union	233,271
FL	Key West	Citizen	11,593
FL	Lady Lake	Villages Daily Sun	12,000
FL	Lake City	Reporter	10,249
FL	Lakeland	Ledger	86,219
FL	Leesburg	Commercial	29,225
FL	Marianna	Jackson County Floridan	6,736

FL	Melbourne	Today	108,185
FL	Miami	Herald	440,252
FL	Naples	News	53,498
FL	New Smyrna Beach	Observer	4,000
FL	Ocala	Star-Banner	50,092
FL	Okeechobee	News	3,800
FL	Orlando	Sentinel	369,881
FL	Palatka	News	11,771
FL	Panama City	News-Herald	37,093
FL	Pensacola	News Journal	83,037
FL	Port Charlotte	Sun Herald	33,652
FL	Sanford	Herald	5,000
FL	Sarasota	Herald-Tribune	121,698
FL	Sebring	Highlands Today	1,100
FL	St. Augustine	Record	16,101
FL	St. Petersburg	Times	411,445
FL	Stuart	News	42,014
FL	Tallahassee	Democrat	71,129
FL	Tampa	Tribune	312,306
FL	Vero Beach	Press-Journal	32,838
FL	West Palm Beach	Post	206,198
FL	Winter Haven	News-Chief	12,306
FL	TOTAL (40 papers)		3,618,519
HI	Hilo	Tribune-Herald	22,565
HI	Honolulu	Advertiser & Star-Bulletin	187,887
HI	Kailua-Kona	West Hawaii Today	14,601
HI	Lihue	Garden Island	9,336
HI	Wailuku	Maui News	23,439
HI	TOTAL (5 papers)		257,828
ID	Blackfoot	News	4,580
ID	Boise	Idaho Statesman	87,112
ID	Burley	South Idaho Press	5,160
ID	Coeur d'Alene	Press	30,500
ID	Idaho Falls	Post-Register	27,631
ID	Kellogg	Shoshone News-Press	30,500
ID	Lewiston	Tribune	27,657
ID	Moscow-Pullman	News	7,614
ID	Nampa-Caldwell	Idaho Press Tribune	20,297
ID	Pocatello	Idaho State Journal	18,689
ID	Sandpoint	Bee	7,249
ID	Twin Falls	Times-News	23,437

ID	TOTAL (12 papers)		290,426
IL	Alton-East Alton-Wood River	Telegraph	30,164
IL	Belleville	News-Democrat	63,259
IL	Belvidere	Republican	5,488
IL	Benton	News	3,581
IL	Bloomington	Pantagraph	53,918
IL	Canton	Ledger	5,828
IL	Carbondale-Herrin-Murphysboro	Southern Illinoisan	33,627
IL	Carmi	Times	2,850
IL	Centralia-Central City-Wamac	Sentinel	15,888
IL	Champaign	News-Gazette	50,050
IL	Chicago	Tribune	1,019,458
IL	Chicago	Sun-Times	411,334
IL	Chicago	Copley Newspapers	153,081
IL	Chicago	Daily Herald	139,002
IL	Chicago	Southtown	60,257
IL	Chicago	Defender	16,990
IL	Clinton	Journal	7,700
IL	Crystal Lake	Northwest Herald	35,043
IL	Danville	Commercial News	20,345
IL	Decatur	Herald and Review	45,470
IL	Dekalb	Daily Chronicle	9,969
IL	Dixon	Telegraph	9,626
IL	Du Quoin-Pinckneyville	Call	3,781
IL	Edwardsville	Intelligencer	6,724
IL	Effingham	News	13,126
IL	Flora	Clay County Advocate-Press	3,800
IL	Freeport	Journal-Standard	16,038
IL	Geneva	Kane County Chronicle	13,320
IL	Harrisburg	Register	5,033
IL	Jacksonville	Journal-Courier	14,403
IL	Kankakee	Journal	32,008
IL	Kewanee	Star-Courier	6,365
IL	La Salle-Peru-Oglesby-Spring Valley	News-Tribune	18,721
IL	Lawrenceville	Record	4,091
IL	Litchfield	News Herald	5,800

IL	Macomb	Journal	7,745
IL	Marion	Republican	4,840
IL	Matoon	Journal-Gazette	11,825
IL	Moline	Dispatch/ Rock Island Argus	49,687
IL	Monmouth	Review Atlas	3,159
IL	Morris	Herald	7,401
IL	Mount Carmel	Republican-Register	4,176
IL	Mount Vernon	Register News	11,197
IL	Olney	Mail	5,000
IL	Ottawa-Streator	Times & Times-Press	12,051
IL	Paris	Beacon-News	6,300
IL	Paxton	Record	1,475
IL	Pekin	Times	14,876
IL	Peoria	Journal-Star	15,834
IL	Pontiac	Leader	6,117
IL	Quincy	Herald-Whig	28,087
IL	Robinson	News	6,492
IL	Rockford	Register Star	85,683
IL	Shelbyville	Union	4,156
IL	Springfield	State Journal-Register & Courier	71,137
IL	Sterling-Rock Falls	Gazette & Sauk Valley Sunday	21,354
IL	Taylorville	Breeze-Courier	6,700
IL	Watseka	Times-Republic	3,144
IL	West Frankfort	American	3,625
IL	TOTAL (59 papers)		2,728,199
KS	Abilene	Reflector-Chronicle	4,330
KS	Arkansas City	Traveler	4,944
KS	Atchison	Daily Globe	5,026
KS	Augusta	Gazette	2,707
KS	Beloit	Call	2,108
KS	Chanute	Tribune	5,395
KS	Clay Center	Dispatch	2,766
KS	Coffeyville	Journal	5,740
KS	Colby	Free Press	2,140
KS	Columbus	Advocate	2,309
KS	Concordia	Blade-Empire	2,705
KS	Council Grove	Republican	2,258
KS	Derby	Daily Reporter	11,970
KS	Dodge City	Daily Globe	9,700
KS	El Dorado	Times	3,950
KS	Emporia	Gazette	9,044

KS	Fort Scott	Tribune	4,167
KS	Garden City	Telegram	10,805
KS	Goodland	Daily News	1,884
KS	Great Bend	Tribune	8,093
KS	Hays	Daily News	13,255
KS	Hiawatha	World	2,262
KS	Hutchinson	News	42,365
KS	Independence	Reporter	9,000
KS	Iola	Register	4,249
KS	Junction City	Daily Union	6,665
KS	Kansas City	Kansan	12,941
KS	Larned	Tiller & Toiler	5,000
KS	Lawrence	Jounal-World	20,598
KS	Leavenworth	Times	7,329
KS	Liberal	Southwest Daily Times	5,650
KS	Lyons	News	2,452
KS	Manhattan	Mercury	11,983
KS	McPherson	Sentinel	5,480
KS	Newton	Kansan	7,700
KS	Norton	Telegram	1,867
KS	Olathe	Daily News	7,622
KS	Ottawa	Herald	6,322
KS	Parsons	Sun	6,865
KS	Pittsburg	Morning Sun	10,544
KS	Pratt	Tribune	2,325
KS	Russell	News	3,900
KS	Salina	Journal	32,866
KS	Topeka	Capital-Journal	67,579
KS	Wellington	News	3,511
KS	Wichita	Eagle	162,580
KS	Winfield	Daily Courier	5,462
KS	TOTAL (47 papers)		570,413
ME	Augusta & Waterville	Kennebec Journal & Waterville Sentinel	31,735
ME	Bangor	News	84,585
ME	Biddeford-Saco-Sanford	Journal Tribune	11,299
ME	Brunswick	Times Record	14,350
ME	Lewiston-Auburn	Sun-Journal & Sunday	43,059
ME	Portland	Press-Herald & Telegram	121,880
ME	TOTAL (6 papers)		306,908
MI	Adrian	Telegram	16,698

MI	Albion	Recorder	25,100
MI	Alpena	News	11,121
MI	Ann Arbor	News	75,082
MI	Bad Axe	Huron Tribune	7,745
MI	Battle Creek	Enquirer	35,579
MI	Bay City	Times	49,672
MI	Big Rapids	Pioneer	5,996
MI	Cadillac	News	28,489
MI	Cheboygan	Tribune	5,000
MI	Coldwater	Reporter	5,596
MI	Detroit	Free Press, News	805,326
MI	Dowagiac	News	2,750
MI	Escanaba	Press	17,319
MI	Flint	Journal	112,091
MI	Grand Haven	Tribune	15,878
MI	Grand Rapids	Press	190,219
MI	Greenville	News	9,067
MI	Hillsdale	News	13,200
MI	Holland	Sentinel	19,185
MI	Houghton	Mining Gazette	10,632
MI	Ionia	Sentinel Standard	5,000
MI	Iron Mountain-Kingsford	News	15,479
MI	Ironwood	Globe	7,680
MI	Ironwood (Wisc)	Daily Globe	9,344
MI	Jackson	Citizen Patriot	41,405
MI	Kalamazoo	Gazette	75,210
MI	Lansing	State Journal	92,604
MI	Ludington	News	8,398
MI	Manistee	News Advocate	5,278
MI	Marquette	Mining Journal	19,151
MI	Marshall	Chronicle	26,100
MI	Midland	News & Huron Tribune	26,165
MI	Monroe	News	24,899
MI	Mount Clemens	Macomb Daily	81,332
MI	Mount Pleasant-Alma	Sun	12,831
MI	Muskegon	Chronicle	51,549
MI	Niles	Star	3,750
MI	Owosso	Argus-Press	29,235
MI	Petoskey	News-Review	10,666
MI	Pontiac	The Oakland Press	99,101
MI	Port Huron	Times-Herald	42,749

MI	Royal Oak	Tribune	20,628
MI	Saginaw	News	60,917
MI	Sault Ste. Marie	News	7,497
MI	St. Joseph	Herald Pall	30,078
MI	Sturgis	Journal	7,162
MI	Three Rivers	Commercial-News	3,555
MI	Traverse City	Record-Eagle	48,837
MI	Troy	Detroit Legal News	1,866
MI	TOTAL (50 papers)		2,330,211
MN	Albert Lea	Tribune	8,000
MN	Austin	Herald	7,633
MN	Bemidji	Pioneer	8,390
MN	Brainerd	Dispatch	18,044
MN	Crookston	Times	3,411
MN	Duluth	News-Tribune	74,878
MN	Fairmont	Sentinel	8,916
MN	Faribault	News	7,580
MN	Fergus Falls	Journal	8,542
MN	Hibbing	Tribune	7,842
MN	International Falls	Journal	4,510
MN	Mankato - N. Mankato	Free Press	25,415
MN	Marshall	Independent	8,129
MN	Minneapolis	Star Tribune	670,890
MN	New Ulm	Journal	9,945
MN	Owatonna	People's Press	7,637
MN	Red Wing	Republican Eagle	7,732
MN	Rochester	Post-Bulletin	45,770
MN	St. Cloud-Little Falls	Times	37,885
MN	St. Paul	Pioneer Press	266,141
MN	Stillwater	Gazette	3,730
MN	Virginia	Mesabi News	8,484
MN	Willmar	West Central Tribune	17,106
MN	Winona	News	12,994
MN	Worthington	Globe	12,237
MN	TOTAL (25 papers)		1,291,841
NC	Asheboro	Courier-Tribune	17,385
NC	Asheville	Citizen Times	73,859
NC	Burlington	Times-News	28,176
NC	Chapel Hill	Tar Heel	20,000
NC	Charlotte	Observer	301,654
NC	Clinton	Sampson Independent	9,246

NC	Dunn	Record	10,027
NC	Durham	Duke Chronicle	15,000
NC	Durham	Herald-Sun	60,324
NC	Eden	News	5,300
NC	Elizabeth City	Advance	8,569
NC	Fayetteville	Observer-Times	79,191
NC	Forest City	Courier	10,815
NC	Gastonia	Gaston Gazette	41,500
NC	Goldsboro	News-Argus	24,139
NC	Greensboro	News & Record	115,211
NC	Greenville	Reflector	23,360
NC	Henderson	Dispatch	9,096
NC	Hendersonville	Times-News	19,969
NC	Hickory	Record	19,935
NC	High Point	Enterprise	32,128
NC	Jacksonville	News	24,110
NC	Kannapolis	Independant Tribune	24,216
NC	Kinston	Free Press	14,082
NC	Laurinburg	Exchange	8,862
NC	Lenoir	News-Topic	9,920
NC	Lexington	Dispatch	13,493
NC	Lumberton	Robesonian	16,295
NC	Marion	McDowell News	6,202
NC	Monroe	Enquirer-Journal	13,116
NC	Morganton	News-Herald	12,448
NC	Mount Airy	News	23,888
NC	New Bern	Sun-Journal	16,590
NC	Newton	Observer-News-Enterprise	3,400
NC	Raleigh	News and Observer	208,676
NC	Reidsville	Review	6,600
NC	Roanoke Rapids	Herald	13,373
NC	Rockingham	Richmond County Journal	8,769
NC	Rocky Mount	Telegram	16,548
NC	Salisbury-Spencer-East Spencer	Post	26,597
NC	Sanford	Herald	12,699
NC	Shelby	Star	15,027
NC	Statesville	Record & Landmark	15,187
NC	Tarboro	Southerner	4,200
NC	Tryon	Bulletin	5,100
NC	Washington	News	10,152

NC	Wilmington	Star, Star-News	65,719
NC	Wilson	Times	17,069
NC	Winston-Salem	Journal	101,127
NC	TOTAL (49 papers)		1,638,349
ND	Bismarck	Tribune	32,125
ND	Devils Lake	Journal	4,588
ND	Dickinson	Press	7,374
ND	Fargo (Cass)	The Forum	53,992
ND	Grand Forks	Herald	35,705
ND	Jamestown	Sun	7,105
ND	Minot	News	24,823
ND	Valley City	Times-Record	3,125
ND	Wahpeton	Daily News	4,676
ND	Wahpeton-Breckenridge	News	4,676
ND	Williston	Herald	18,862
ND	TOTAL (11 papers)		197,051
NM	Alamogordo	News	8,949
NM	Albuquerque	Journal & Tribune	162,137
NM	Artesia	Press	4,270
NM	Carlsbad	Current-Argus	8,754
NM	Clovis	News Journal	9,590
NM	Deming	Headlight	11,360
NM	Farmington	Times	18,305
NM	Gallup	Independent	16,575
NM	Hobbs	News-Sun	10,703
NM	Las Cruces	Sun-News	24,054
NM	Las Vegas	Optic	6,761
NM	Los Alamos	Monitor	5,500
NM	Lovington	Leader	2,400
NM	Portales	News-Tribune	3,013
NM	Roswell	Record	14,178
NM	Santa Fe	New Mexican	26,490
NM	Silver City	Press & Independent	7,870
NM	TOTAL (17 papers)		340,909
NV	Carson City	Nevada Appeal	15,662
NV	Elko	Free Press	7,786
NV	Ely	Times	2,279
NV	Fallon	Lahontan Valley News and Eagle Standard	5,410
NV	Las Vegas	Review-Journal & Sun	221,281
NV	Reno	Gazette-Journal	83,743

NV	Sparks	Tribune	6,857
NV	TOTAL (7 papers)		343,018
NY	Albany	Times Union	146,843
NY	Amsterdam	Recorder	10,486
NY	Auburn	Citizen	15,211
NY	Batavia	News	21,824
NY	Binghamton	Press & Sun-Bulletin	82,103
NY	Buffalo	News	332,428
NY	Canandaigua	Messenger	14,304
NY	Catskill	Mail	6,048
NY	Corning	Leader	14,104
NY	Cortland	Standard	10,943
NY	Elmira	Star-Gazette	44,215
NY	Geneva	Finger Lakes Times	20,329
NY	Glens Falls	Post-Star	37,383
NY	Gloversville-Johnstown-Saranac Lake	Leader Herald & Enterprise-News	21,016
NY	Herkimer	Telegram	6,797
NY	Hornell	Tribune	10,959
NY	Hudson	Register-Star	12,909
NY	Ithaca	Journal	19,249
NY	Jamestown-Dunkirk	Post-Journal & Observer	24,924
NY	Kingston	Freeman	29,888
NY	Little Falls	Times	5,047
NY	Lockport	Union Sun & Journal	17,500
NY	Malone	Telegram	4,931
NY	Medina	Journal-Register	4,353
NY	Melville	Newsday	571,283
NY	Middletown	Times Herald - Record	98,560
NY	New York City	El Diario & La Prensa	53,726
NY	New York City	Daily News	810,295
NY	New York City	Post	382,382
NY	New York City	Staten Island Advance	87,757
NY	New York City	Times	1,627,099
NY	Niagara Falls	Gazette	41,808
NY	Norwich	Sun	5,255
NY	Ogdensburg	Journal & Advance-News	12,000
NY	Olean	Times Herald	17,641
NY	Oneida	Dispatch	8,231
NY	Oneonta	Star	19,312
NY	Oswego	Palladium-Times	8,589

NY	Plattsburgh	Press-Republican	22,965
NY	Poughkeepsie	Journal	56,697
NY	Rochester	Democrat & Chronicle & Times-Union	243,614
NY	Rome	Sentinel	15,781
NY	Salamanca	Press	2,387
NY	Saratoga Springs	Saratogian	13,502
NY	Schenectady	Gazette Newspapers	57,325
NY	Syracuse	Herald-American-Journal & Post-Standard	193,506
NY	Tonawanda-North Tonawanda	News	11,561
NY	Troy	Record	26,910
NY	Utica	Observer-Dispatch	59,593
NY	Watertown	Times - Telegram & Sentinel	41,466
NY	Wellsville	Reporter	10,959
NY	White Plains	Journa News	234,749
NY	TOTAL (52 papers)		5,648,747
PR	San Juan	El Nuevo Dia	231,058
PR	San Juan	El Vocero	194,039
PR	San Juan	Star	50,043
PR	TOTAL (3 papers)		475,140
RI	Newport	News	13,540
RI	Pawtucket-Central Falls	Times	15,671
RI	Providence	Journal-Bulletin	237,786
RI	West Warwick	Kent County Times	6,200
RJ	Westerly	Sun	11,767
RI	Woonsocket	Call	17,313
RI	TOTAL (6 papers)		302,277
SD	Aberdeen	American News	19,274
SD	Brookings	Register	5,673
SD	Huron	Plainsman	8,591
SD	Madison	Leader	3,407
SD	Mitchell	Republic	11,648
SD	Pierre	Capital Journal	4,752
SD	Rapid City	Journal	33,931
SD	Sioux Falls	Argus Leader	72,660
SD	Spearfish	Black Hills Pioneer	4,200
SD	Watertown	Public Opinion	13,963
SD	Yankton	Press & Dakotan	8,212
SD	TOTAL (11 papers)		186,311
TN	Athens	Post-Athenian	11,830



TN	Chattanooga	Free Press Times	106,913
TN	Clarksville	Leaf-Chronicle	25,498
TN	Cleveland	Banner	17,296
TN	Columbia	Herald	13,358
TN	Cookeville	Herald-Citizen	13,938
TN	Dyersburg	State Gazette	7,315
TN	Elizabethton	Star	10,500
TN	Franklin (Williamson)	Review-Appeal	8,739
TN	Greeneville	Sun	14,915
TN	Jackson	Sun	45,102
TN	Johnson City	Press	34,891
TN	Kingsport	Times-News	49,661
TN	Knoxville	News-Sentinel	162,807
TN	Lebanon	Democrat	9,938
TN	Maryville-Alcoa	Times	20,999
TN	Memphis	Commercial Appeal	245,985
TN	Morristown	Citizen Tribune	25,334
TN	Murfreesboro	News-Journal	19,167
TN	Nashville	Tennessean-Leaf Chronicle-Banner	25,372
TN	Newport	Plain Talk	7,732
TN	Oak Ridge	Oak Ridger	11,500
TN	Paris	Post-Intelligencer	7,852
TN	Sevierville	Mountain Press	8,375
TN	Shelbyville	Times-Gazette	8,279
TN	Union City	Messenger	8,700
TN	TOTAL (26 papers)		921,996
VT	Barre-Montpelier	Times-Argus	13,083
VT	Bennington	Banner	8,161
VT	Brattleboro	Reformer	11,844
VT	Burlington	Free Press	63,611
VT	Newport	Express	4,752
VT	Rutland	Herald	23,496
VT	St. Albans	Messenger0	4,878
VT	St. Johnsbury	Caledonian-Record	11,030
VT	TOTAL (8 papers)		140,855
WA	Aberdeen	World	16,132
WA	Bellevue	Eastside Journal	26,762
WA	Bellingham	Herald	33,842
WA	Bremerton	Sun	39,116
WA	Centralia-Chehalis	Chronicle	14,193
WA	Ellensburg	Record	6,294

WA	Everett	Herald	63,068
WA	Kent-Renton-Auburn	South County Journal	23,463
WA	Longview	News	46,140
WA	Moses Lake	Columbia Basin Herald	9,450
WA	Mount Vernon	Skagit Valley Herald	20,317
WA	Olympia	Olympian	46,429
WA	Pasco-Kennewick-Richland	Tri-City Herald	43,920
WA	Port Angeles	Peninsula News	17,085
WA	Seattle	Daily Journal of Commerce	4,936
WA	Seattle	Times/Post-Intelligencer	504,259
WA	Spokane	Spokesman-Review	140,407
WA	Sunnyside	Daily News	3,791
WA	Tacoma	News Tribune	148,150
WA	Vancouver	Columbian	64,984
WA	Walla Walla	Union Bulletin	15,725
WA	Wenatchee	World	29,033
WA	Yakima	Herald-Republic	41,284
WA	TOTAL (23 papers)		1,358,780
WI	Antigo	Journal	6,777
WI	Appleton-Neenah-Menasha	Post-Crescent	74,804
WI	Ashland	Daily Press	7,496
WI	Baraboo	News-Republic	23,000
WI	Beaver Dam	Citizen	11,242
WI	Beloit	News	15,037
WI	Chippewa Falls	Chippewa Herald	7,185
WI	Eau Claire	Leader-Telegram	40,171
WI	Fond du Lac	Reporter	20,953
WI	Fort Atkinson	Jefferson County Union	8,600
WI	Green Bay	News-Chronicle	59,898
WI	Green Bay	Press-Gazette	85,360
WI	Janesville	Gazette	27,309
WI	Kenosha	News	28,514
WI	La Crosse	Tribune	40,408
WI	Madison	Capital Times, Wisconsin State Journal	159,040
WI	Manitowic-Two Rivers	Herald Times Reporter	17,575
WI	Marinette	Eagle Herald	11,365
WI	Marshfield	News-Herald	16,054
WI	Milwaukee	Journal Sentinel	456,906
WI	Monroe	Times	6,183

WI	Oshkosh	Northwestern	27,884
WI	Portage	Register	47,692
WI	Racine	Journal Times	33,471
WI	Rhineland	News	6,453
WI	Shawano	Leader	16,807
WI	Sheboygan	Press	28,703
WI	Stevens Point	Journal	14,181
WI	Superior-Ashland	Telegram & Press	21,722
WI	Watertown	Daily Times	9,611
WI	Waukesha	Freeman	19,000
WI	Wausau-Merill	Herald	31,598
WI	West Bend	News	10,165
WI	Wisconsin Rapids	Tribune	14,109
WI	TOTAL (34 papers)		1,405,273
WV	Beckley	Register/Herald	32,076
WV	Bluefield	Telegraph	23,941
WV	Charleston	Gazette Mail	99,230
WV	Clarksburg	Exponent Telegram	22,141
WV	Elkins	Inter-Mountain	10,907
WV	Fairmont	Times West Virginian	13,653
WV	Huntington	Herald-Dispatch	44,007
WV	Keyser	News-Tribune	4,930
WV	Lewisburg-White Sulphur Springs- Ronceverte	West Virginia News	4,000
WV	Logan	Banner	9,680
WV	Martinsburg	Journal	19,587
WV	Morgantown	The Dominion Post	25,615
WV	Moundsville	Echo	4,460
WV	Parkersburg	News, Sentinel	37,485
WV	Point Pleasant	Times-Sentinel/Register	5,201
WV	Wayne County	News	4,219
WV	Weirton	Daily Times	6,491
WV	Welch	News	5,672
WV	Wheeling	Intelligencer/News Register	72,811
WV	Williamson	News	12,500
WV	TOTAL (20 papers)		458,606

PUBLICATIONS FOR INDUSTRY-SPECIFIC NOTICE

Full-page ads will be published one time in the following trade publications:

Baking & Snack
Baking Buyer
Baking Management
Milling & Baking News
Modern Baking
American Salon
Beauty Fashion
Beauty Store Business
Nutrition Science News
Modern Salon
Organic & Natural News
Poultry Digest
WATT Poultry USA
Hoard's Dairyman
Beverage Aisle
Beverage Dynamics
Beverage Industry
Beverage World
Candy Business
Candy Industry
Confectioner
The Manufacturing Confectioner
Professional Candy Buyer
Dairy Field
Dairy Foods
America's Pharmacist
Chain Drug Review
Drug Store News
Drug Topics
Food Engineering
Food Manufacturing
Food Processing
Food Technology
Frozen Food Digest
Prepared Foods
Refrigerated and Frozen Foods
Seafood Business
Snack Foods & Wholesale Bakery
Convenience Store Decisions
Convenience Store News

F D M - Food Distribution Magazine
Fancy Food & Culinary Products
Gourmet News
The Gourmet Retailer
Grocery Headquarters
National Grocer
Private Label
Progressive Grocer
Supermarket Business
Supermarket News
BEEF
Beef Today
Dairy Herd Management
Dairy Today
Feed International
Livestock Market Digest
National Cattlemen
National Hog Farmer
Pork
Pork Report
Meat & Poultry
Meat Marketing & Technology
Meat Processing
The National Provisioner
Render
Feed & Grain
Feed Management
Feedstuffs
Grain & Feed Marketing
Grain Journal
Idaho Grain
Milling Journal
World Grain
H S R: Health Supplement Retailer
Health Products Business
Neutraceuticals World
Supplement Industry Executive
Vitamin Retailer
Groom & Board
Pet Age
Pet Business
Pet Product News
The Pet Product News Buying Guide Directory

Poultry

Midwest DairyBusiness

Northeast DairyBusiness

D F A Leader

Pharmaceutical Technology

Pharmaceutical Processing

Retail Pharmacy News

U.S. Pharmacist

Pharmacy Times

Pharmacy Today

Community Pharmacist

Hospital Pharmacy

Natural Pharmacy

EXHIBIT B

NOTICE OF CLASS ACTION SETTLEMENT

TO: ALL PERSONS OR ENTITIES WHO, DURING THE PERIOD COMMENCING JANUARY 1, 1990 THROUGH DECEMBER 31, 1999, PURCHASED CERTAIN INDIRECT VITAMIN PRODUCTS.

IMPORTANT:

PLEASE READ THIS NOTICE CAREFULLY AND IN ITS ENTIRETY. A SETTLEMENT HAS BEEN PROPOSED IN PENDING CLASS ACTION LITIGATION THAT MAY AFFECT YOUR RIGHTS.

This Notice answers the following questions:

1. Why should I read this Notice?
2. What are the lawsuits about?
3. What are Indirect Vitamin Products?
4. Who are the members of the Settlement Classes?
5. What are the terms of the proposed settlement?
6. How will the settlement proceeds be distributed?
7. Who represents the Settlement Classes and what are the associated costs and expenses?
8. What are the reasons for the settlement?
9. What claims are being released?
10. How can I exclude myself from the settlement and release?
11. What is the settlement approval procedure?
12. Where can I get additional information or obtain a Claim Form?

1. WHY SHOULD I READ THIS NOTICE?

Your rights may be affected by class action lawsuits (the "Class Actions") and/or lawsuits filed by the Attorneys General currently pending in the District of Columbia, Arizona, Florida, Hawaii, Idaho, Illinois, Kansas, Maine, Michigan, Minnesota, Nevada, New Mexico, New York, North Carolina, North Dakota, Puerto-Rico, Rhode Island, South Dakota, Tennessee, Vermont, Washington, West Virginia, and Wisconsin (the "Settling States"). The purpose of this Notice is to inform persons and other entities who purchased certain Indirect Vitamin Products at any time during the period commencing January 1, 1990 through and including December 31, 1999 (the

“Relevant Period”) that partial settlements of these lawsuits have been preliminarily approved by the Courts in the Settling States and that hearings have been scheduled at the following times and locations to consider the fairness, adequacy, and reasonableness of the proposed settlements:

[List case captions, dates and addresses for final approval hearings]

2. WHAT ARE THE LAWSUITS ABOUT?

Plaintiffs, on behalf of themselves and all other similarly situated persons and entities, together with the attorneys general of each of the Settling States (the “State Attorneys General”), allege that defendants BASF Corporation, Daiichi Pharmaceutical Co., Ltd., Eisai Co. Ltd., Aventis Animal Nutrition S.A. (formerly known as Rhone-Poulenc Animal Nutrition S.A.), Hoffmann-La Roche Inc., Roche Vitamins Inc., and Takeda Chemical Industries Ltd. (the “Settling Defendants”) have, among other things, unlawfully conspired to fix, raise, maintain, or stabilize the prices of, and allocate volumes, markets or customers for, certain vitamin products (the “Alleged Conduct”), and that such conduct violates the antitrust and/or consumer protection laws of the Settling States.

Plaintiffs allege that, as a result of the Settling Defendants’ Alleged Conduct, members of the Settlement Classes were injured because they paid more for certain Indirect Vitamin Products than they would have paid in the absence of the Alleged Conduct. The injuries to the Plaintiffs allegedly occurred when *direct* purchasers paid higher prices to defendants for vitamins and vitamin products and then passed the higher prices on to *indirect* purchasers (that is, the members of the Settlement Classes). Defendants deny that they engaged in the Alleged Conduct and/or that the effects, if any, of the Alleged Conduct negatively impacted the members of the Settlement Classes and/or that the members of the Settlement Classes suffered legally cognizable

injuries as a result of the Alleged Conduct.

Although counsel for the plaintiffs and the State Attorneys General are prepared to present significant evidence that the Settling Defendants engaged in a price-fixing conspiracy and that indirect purchasers were harmed as a result, the Settling Defendants are likewise prepared to mount a vigorous defense on numerous important questions, including whether the defendants are subject to the jurisdiction of courts in the Settling States; whether the Class Actions are properly subject to class certification for litigation purposes; whether the laws of the Settling States apply to the Alleged Conduct; whether plaintiffs were damaged by the Alleged Conduct; and whether plaintiffs filed their lawsuits in a timely fashion.

Since May of 1999, the parties have been engaged in settlement negotiations and alternative dispute resolution ("ADR") proceedings under the oversight of the Superior Court of the District of Columbia, the Honorable Judith Bartnoff presiding (the "ADR Court"). On October 10, 2000 plaintiffs, together with the State Attorneys General in each of the Settling States, entered into a proposed settlement (the "Settlement Agreement") with defendants BASF Corporation, Daiichi Pharmaceutical Co., Ltd., Eisai Co. Ltd., Aventis Animal Nutrition S.A. (formerly known as Rhone-Poulenc Animal Nutrition S.A.), Hoffmann-La Roche Inc., Roche Vitamins Inc., and Takeda Chemical Industries Ltd. (the "Settling Defendants"). Between _____ and _____, the Courts in the Settling States granted preliminary approval to the settlement, certified the Settlement Classes for the purposes of settlement, appointed certain named plaintiffs as representatives of the Settlement Classes, and ordered that this Notice be provided to the members of the Settlement Classes.

THE COURTS HAVE NOT RULED ON ANY OF THE CLAIMS OR DEFENSES OF THE PARTIES, AND THIS NOTICE IS NOT AN EXPRESSION OF ANY OPINION

BY THE COURTS REGARDING THE MERITS OF ANY OF THE CLAIMS OR DEFENSES ASSERTED BY PLAINTIFFS OR DEFENDANTS.

3. WHAT ARE INDIRECT VITAMIN PRODUCTS?

Indirect Vitamin Products include (a) vitamin A, astaxanthin, vitamin B1 (thiamin), vitamin B2 (riboflavin), vitamin B4 (choline chloride), vitamin B5 (calpan), vitamin B6, vitamin B9 (folic acid), vitamin B12 (cyanocobalamine pharma), beta-carotene, vitamin C, canthaxanthin, vitamin E, and vitamin H (biotin); (b) products containing, or constituted of (in whole or in part), any of the foregoing, including blends and premixes; and (c) products derived from animals that consumed any of the foregoing. Indirect Vitamin Products do not include bulk vitamins or premixes purchased directly from certain manufacturers as set forth in Exhibit A to this Notice of Class Action Settlement.

4. WHO ARE THE MEMBERS OF THE SETTLEMENT CLASSES?

The Settlement Classes include a *Consumer Settlement Class* defined as all natural persons (excluding the Released Parties) who purchased Indirect Vitamin Products for use or consumption by themselves and/or others and not for resale in any form, and who: (i) are residents of one or more of the Settling States; and (ii) purchased Indirect Vitamin Products from within one or more of the Settling States at any time during the Relevant Period.

YOU NEED NOT TAKE ANY ACTION IF YOU WISH TO REMAIN A MEMBER OF THE CONSUMER SETTLEMENT CLASS. IF YOU CHOOSE TO REMAIN A MEMBER OF THE CONSUMER SETTLEMENT CLASS, YOUR INTERESTS IN THE SETTLEMENT WILL BE REPRESENTED BY CLASS COUNSEL.

The Settlement Classes also include a *Commercial Settlement Class* defined as all persons or entities (excluding government entities and the Settling Defendants) who made any Qualifying Purchases at any time during the Relevant Period. A Qualifying Purchase means any

purchase of Indirect Vitamin Products for resale, for incorporation into another product for resale, or for use in the manufacture, processing, or development of another product (including the feeding of an animal) for resale, where such purchase was (a) made by a buyer in one or more of the Settling States (other than Hawaii, which is not a part of the Commercial Settlement Class portion of the Settlement Agreement); (b) made from a seller in one or more of the Settling States (other than Hawaii); or (c) delivered by or on behalf of the seller to the buyer in one or more of the Settling States (other than Hawaii) if the buyer's principal place of business was in one of the Settling States (other than Hawaii); *provided* that such purchase was not made from the manufacturer of that Vitamin Product as identified in Exhibit A to this Notice of Class Action Settlement; and *further provided* that such purchase was not a California Purchase.

A California Purchase means any purchase of Indirect Vitamin Products during the Relevant Period (a) made by a buyer in the State of California; or (b) made from a seller in the State of California; or (c) delivered by or on behalf of the seller to the buyer in the State of California if the buyer's principal place of business was in the State of California. Lawsuits seeking relief for consumers and businesses who made California Purchases are currently pending in the Superior Court of the State of California in and for the County of San Francisco (the "California Actions"). If you made any California Purchases, your rights to participate in, or be excluded from, the California Actions may be affected unless you take action to preserve those rights. You may obtain information relating to the California Actions by writing to

IF YOU MADE A QUALIFYING PURCHASE, YOU ARE A MEMBER OF THE COMMERCIAL SETTLEMENT CLASS AND YOU NEED NOT TAKE ANY ACTION TO REMAIN IN THE COMMERCIAL SETTLEMENT CLASS. IF YOU REMAIN IN THE COMMERCIAL SETTLEMENT CLASS, YOUR RIGHTS UNDER THE

SETTLEMENT AGREEMENT WILL BE REPRESENTED BY CLASS COUNSEL AND YOU WILL BE ENTITLED TO SUBMIT A PROOF OF CLAIM TO SHARE IN THE COMMERCIAL SETTLEMENT FUND.

IF YOU CHOOSE TO REMAIN IN THE SETTLEMENT CLASSES YOU MAY, BUT ARE NOT REQUIRED TO, APPEAR IN PERSON AT THE SETTLEMENT FAIRNESS HEARINGS AND/OR SUBMIT COMMENTS REGARDING THE FAIRNESS, ADEQUACY, AND REASONABLENESS OF THE PROPOSED SETTLEMENTS.

IF THE SETTLEMENTS ARE FINALLY APPROVED BY THE COURTS, THE JUDGMENTS ENTERED WILL BIND ALL PERSONS AND/OR ENTITIES IN THE SETTLEMENT CLASSES WHO DO NOT TIMELY AND PROPERLY EXCLUDE THEMSELVES AND THEIR CLAIMS AGAINST THE SETTLING DEFENDANTS AND RELATED PARTIES SHALL BE FOREVER RELEASED AND DISMISSED.

5. WHAT ARE THE TERMS OF THE PROPOSED SETTLEMENT?

In exchange for the release of the claims of the Settlement Classes (as more fully described in the Settlement Agreement), the Settling Defendants have agreed to pay up to \$225,250,000.00 for the benefit of consumers and businesses in the Settling States (the "Total Settlement Amount"). Subject to the terms of the Settlement Agreement and final approval by the Courts, the Settling Defendants will pay up to (a) \$107,625,000^{1/} for the benefit of the Consumer Settlement Class (the "Consumer Settlement Amount"); (b) \$107,625,000 to members

^{1/} The Consumer Settlement Class shall be divided into twenty-three (23) subclasses, one for each of the Settling States. The Consumer Settlement Amount for each Settling State is as follows: Arizona (\$4,691,000); the District of Columbia (\$522,000); Florida (\$14,988,000); Hawaii (\$1,195,000); Idaho (\$1,235,000); Illinois (\$12,105,000); Kansas (\$2,642,000); Maine (\$1,245,000); Michigan (\$9,865,000); Minnesota (\$4,751,000); Nevada (\$1,758,000); New Mexico (\$1,748,000); New York (\$18,264,000); North Carolina (\$7,584,000); North Dakota (\$643,000); Puerto Rico (\$3,827,000); Rhode Island (\$994,000); South Dakota (\$743,000); Tennessee (\$5,455,000); Vermont (\$592,000); Washington (\$5,716,000); West Virginia (\$1,818,000); and Wisconsin (\$5,244,000).

of the Commercial Settlement Class (the "Commercial Settlement Amount")^{2/}; and (c) an additional \$10,000,000 to be distributed for the benefit of businesses and/or consumers in the discretion of the State Attorneys General (the "State Economic Impact Fund").

The Settling Defendants and the Plaintiffs have the right to terminate the Commercial Class Settlement based on certain factors including (a) the number of entities who elect to exclude themselves from the Commercial Settlement Class and their volume of Qualifying Purchases, and (b) whether the Courts disapprove the settlement in one or more states. In addition, the amounts that Settling Defendants are obligated to pay under the Settlement Agreement are subject to reduction based on (a) the number of entities who elect to exclude themselves from the Commercial Class Settlement and their volume of Qualifying Purchases; and/or (b) whether the Courts disapprove the settlement in one or more states; and/or (c) whether any of the Settling Defendants exercise their right to terminate their participation in the settlement.

6. HOW WILL THE SETTLEMENT PROCEEDS BE DISTRIBUTED?

The Consumer Settlement Amount: Due to (a) the impracticability of identifying particular natural persons who purchased Indirect Vitamin Products during the Relevant Period and were injured thereby; (b) the expense and inconvenience to individual class members associated with having to document specific purchases of Indirect Vitamin Products over a span of more than ten years; (c) the potential unfairness to class members who are unable to provide

^{2/} The Commercial Settlement Class shall be divided into twenty-two (22) subclasses, one for each of the Settling States (except Hawaii). The Commercial Settlement Fund shall be administered on a multi-state basis to include those Settling States in which the courts grant Final Approval to the Settlement Agreement.

evidence of their purchases of Indirect Vitamin Products during the Relevant Period; (d) the potential for fraud and abuse associated with a consumer claims procedure that does not require documented proof of all purchases made during the Relevant Period; and (e) the high cost of administering direct cash distributions to millions of consumers relative to the average likely award to those consumers, the Consumer Class Settlement Amount (less court-approved costs and expenses) will be not be paid to individual consumers but instead will be distributed, pursuant to a court-approved plan of distribution, to eligible organizations who collectively are, as nearly as practicable, representative of the interests of injured consumers. Each State Attorney General, in consultation with counsel for plaintiffs in Settling States in which a Class Action is pending, shall direct that the Consumer Class Settlement proceeds be distributed expressly for the purpose of improving the health and nutrition of citizens in their respective states and/or the advancement of nutritional, dietary, or agricultural science, and that the settlement proceeds shall be used only to fund activities which have not been funded and which, but for the funds received as a result of this Settlement, would not be fully funded.

The Commercial Settlement Amount: A Settlement Administrator will be appointed by the ADR Court to administer the Commercial Class Settlement. Pursuant to a plan of distribution approved by the ADR Court, the Settlement Administrator will be responsible for (a) receiving and evaluating Claim Forms submitted by members of the Commercial Settlement Class; (b) allocating the Commercial Class Settlement Amount among all valid claimants and overseeing the distribution of funds to class members in accordance with that allocation; and (c) resolving disputes regarding the claims process, subject to final resolution by the ADR Court. Members of the Commercial Settlement Class will be entitled to submit claims for cash

disbursements from the Commercial Class Settlement Fund, as described below and in the Settlement Agreement. Submission of a Claim Form does not necessarily ensure the right to payment from the settlement fund. The Settlement Administrator and/or the ADR Court may deny, in whole or in part, any claim if it is determined that the Claimant is excluded from the Commercial Settlement Class or if there are legal or equitable grounds for rejecting such claim.

IN ORDER TO BE ELIGIBLE TO SHARE IN THE COMMERCIAL SETTLEMENT FUND, YOUR CLAIM FORM MUST BE RECEIVED BY THE SETTLEMENT ADMINISTRATOR ON OR BEFORE _____.

IMPORTANT! Very small claims relative to the cost required to administer them may ultimately be disallowed by the Settlement Administrator, pursuant to a court-approved plan of distribution. Please consult the Proof of Claim for additional information.

The State Economic Impact Fund: In addition to the distribution of the Consumer Class Settlement Amount and the Commercial Class Settlement Amount discussed above, the State Attorneys General, in consultation with counsel for plaintiffs in which Class Actions are pending, shall direct that an additional \$10,000,000 be distributed to eligible organizations for the benefit of consumers and/or businesses in the Settling States.

7. WHO REPRESENTS THE SETTLEMENT CLASS AND WHAT ARE THE ASSOCIATED COSTS AND EXPENSES?

The Courts have appointed Straus & Boies, LLP as counsel for the Settlement Classes ("PLC"). Straus & Boies LLP, with the assistance of other law firms (together with PLC, "Class Counsel"), have been prosecuting this litigation since 1997 on behalf of the classes on a contingency fee basis (that is, without compensation) while advancing litigation costs and expenses. In addition to Class Counsel, the interests of businesses and/or consumers in each of the Settling States have also been represented by the State Attorneys General in the investigation,

prosecution, and settlement of this litigation. Class Counsel will apply to the appropriate courts for reimbursement of these costs and expenses, which are currently estimated to be approximately .5% of the Total Final Settlement Amount. All such reimbursements will be subject to court approval and will be paid out of the settlement funds; Settlement Class members are not personally responsible for any costs or expenses. In addition to the payments that the Settling Defendants are obligated to make to the Settlement Classes under the Settlement Agreement, the Settling Defendants are also required to pay court-approved Plaintiffs' attorneys' fees in an amount not to exceed 16.67% of the sum of the Settlement Payments and attorneys' fees set forth in this paragraph. Plaintiffs' attorneys' fees are to be paid by the Settling Defendants over and above, and separate from, the payments to the Settling Classes, and under no circumstances shall any attorneys' fees be deducted from the Settling Defendants' payments to the Settlement Classes. If the courts approve attorneys' fees in an amount that is less than the maximum amount the Settling Defendants agreed to pay, the amount in excess of the court-approved attorneys' fees will be returned to the Settling Defendants.

8. WHAT ARE THE REASONS FOR THE SETTLEMENT?

Plaintiffs, through Class Counsel, and the State Attorneys General in the Settling States on behalf of consumers and businesses in their respective states, have made a thorough investigation into the facts and circumstances relevant to the claims at issue in this litigation. Class Counsel and the State Attorneys General have also considered the expense and length of time necessary to prosecute this action through trial and any appeals; the uncertainties associated with the outcome of this or any litigation; and the benefit provided to consumers and businesses by the proposed settlement. Based upon their investigation, their consultation with experts

retained by them, and their evaluation of the claims of plaintiffs and defendants' defenses thereto, Plaintiffs, Class Counsel, and the State Attorneys General have concluded that it is in the best interest of the Settlement Classes to resolve the claims against the Settling Defendants and certain related parties on the terms outlined herein, as reached after extensive, arm's-length negotiations and alternative dispute resolution proceedings.

9. WHAT CLAIMS ARE BEING RELEASED?

If the Settlement Agreement is approved by the Courts, each member of the Settlement Classes will release and dismiss the Settling Defendants and certain related parties from all manner of claims, demands, actions, suits, and causes of action, whether class, individual or otherwise in nature, damages whenever incurred, liabilities of any nature whatsoever, (including costs, expenses, penalties and attorneys' fees), whether known or unknown, suspected or unsuspected, asserted or unasserted, in law or equity, statutory or common law, that any member of the Settlement Classes, whether directly, representatively, derivatively or in any other capacity, ever had, now have or hereafter can, shall or may have, relating in any way to any Alleged Conduct or to any conduct prior to the date hereof concerning the production, purchase, sale or pricing of Vitamin Products and any and all other vitamins or relating to any conduct alleged in the Class Actions and/or the lawsuits brought by the State Attorneys General, including, without limitation, any such claims that have been asserted or could have been asserted in the Class Actions or the State Actions against the Settling Defendants and related parties and/or any one of them.

Any portion of a Settlement Class member's claim that is based on a California Purchase is not (to that extent only) affected by the releases contained in the Settlement Agreement but is,

as set forth in the Settlement Agreement, the subject of separate litigation. The dismissal and release of claims contained in this Settlement Agreement does not release any claims arising under Section 1 of the Sherman Act based on direct purchases of Vitamin Products from any of the Settling Defendants or their affiliates. Moreover, the releases contained in the Settlement Agreement do not release or dismiss any claims alleging damages caused by the failure of any vitamin or vitamin premix to be safe and effective or alleging breach of contract claims or deceptive advertising unrelated to either the Alleged Conduct or to any other conduct alleged in the Class Actions and/or the lawsuits brought by the State Attorneys General, including, without limitation, personal injury claims or product defect claims.

IF YOU DO NOT EXCLUDE YOURSELF FROM THE SETTLEMENT CLASSES AND THE SETTLEMENT IS APPROVED BY THE COURTS, YOU WILL BE BOUND BY ALL OF THE COURTS' ORDERS AND JUDGMENTS ENTERED PURSUANT TO THE SETTLEMENT AGREEMENT, INCLUDING THE DISMISSAL AND RELEASE OF ANY CLAIMS YOU MAY HAVE AGAINST THE RELEASED PARTIES.

10. HOW CAN I EXCLUDE MYSELF FROM THE SETTLEMENT AND RELEASE?

Any person electing to opt out of the Consumer Settlement Class must submit a request for exclusion to the Settlement Administrator so that it is received on or before _____, _____.

The request must indicate the person's name and address, and the name of the Settling State(s) in which that person resides or in which that individual purchased Indirect Vitamin Products.

Any individual or entity electing to opt out of the Commercial Settlement Class must submit a Request for Exclusion (a copy of which may be obtained from the Settlement Administrator) to the Settlement Administrator so that it is received on or before _____, _____.

The Settlement Agreement provides that the parties must cooperate in seeking discovery regarding purchase and sales information from persons or entities who request exclusion from the

Commercial Settlement Class. Thus, persons or entities who elect to opt-out of the Commercial Settlement Class may, as ordered by the applicable courts, be required to provide documents or testimony concerning their purchases of Indirect Vitamin Products.

If you are a member of both the Consumer Settlement Class and the Commercial Settlement Class, you may choose to (a) remain in both settlement classes; (b) remain in one of the Settlement Classes but exclude yourself from the other; or (c) exclude yourself from both Settlement Classes.

IF THE SETTLEMENT ADMINISTRATOR RECEIVES YOUR REQUEST FOR EXCLUSION ON OR BEFORE _____, YOU WILL RETAIN YOUR RIGHTS, IF ANY, TO PURSUE AVAILABLE REMEDIES AGAINST THE SETTLING DEFENDANTS AT YOUR OWN COST AND EXPENSE. YOU MUST SUBMIT A REQUEST FOR EXCLUSION EVEN IF YOU HAVE ALREADY FILED OR YOU INTEND TO FILE A LAWSUIT AGAINST THE SETTLING DEFENDANTS CONCERNING THE ALLEGED CONDUCT.

11. WHAT IS THE SETTLEMENT APPROVAL PROCEDURE?

The Courts have scheduled fairness hearings at the following locations at the following dates and times:

[List dates, times and locations of final approval hearings]

At the fairness hearings, the Courts will consider, among other matters, whether the settlement should be granted final approval as fair, adequate, and reasonable, and in the best interests of the Settlement Classes. Although you may attend these hearings in person or through your own attorney, you are not required to do so. If you choose to remain in the Settlement Classes and you wish to intervene, comment in support of or in opposition to, any aspect of the proposed settlements, you may do so, but you must intervene or file your detailed comments or objections in writing with the relevant court (at the address listed above) on or before _____.

_____. You must include your name and current address. If you wish to be heard at the fairness hearings in person or through your own attorney, you must file a written notice with the relevant Court on or before _____, _____, which sets forth your intent to appear personally and state in detail the nature of your comments or objections. A copy of any written comment, objection or notice must also be sent to each of the following individuals, so that it is received on or before _____, _____.

Kathleen Harris
Deputy Chief, Antitrust Bureau
Office of the Attorney General of the State of New York,
120 Broadway, New York, New York 10271
Liaison Counsel for the State Attorneys General

David Boies
Straus & Boies, LLP
10513 Braddock Road
Fairfax, Virginia 22032
Plaintiffs' Lead Counsel

Tyrone C. Fahner
Mayer Brown & Platt
190 S. LaSalle Street
Chicago, Illinois 60610
Attorneys for one of the Settling Defendants

12. WHERE CAN I GET ADDITIONAL INFORMATION OR OBTAIN A CLAIM FORM?

This Notice contains only a summary of the proposed settlements. You may also appear in person during regular business hours at the Clerk of the Superior Court of the District of Columbia, Civil Division, 500 Indiana Avenue, Washington, D.C., 20001 or at the courts listed in Section ___ above, and review the Settlement Agreement, pleadings, records and other papers on file in these actions. Much of this information -- including the Settlement Agreement, a downloadable Claim Form, and Request for Exclusion -- is also available on an internet web site

at www._____ .com. If you need further information, please contact the Settlement

Administrator [insert name/address] or PLC at the address listed above.

PLEASE DO NOT CALL THE COURTS

**EXHIBIT A
TO NOTICE OF CLASS ACTION SETTLEMENT**

DIRECT SELLERS

Vitamin Product	Manufacturer*
Premix	BASF Aventis Roche
Vitamin A	BASF Aventis Roche
Vitamin B1 (Thiamin)	Roche Takeda
Vitamin B2 (Riboflavin)	BASF Roche Takeda
Vitamin B4 (Choline Chloride)	AKZO BASF Bioproducts Chinook DCV DuCoa UCB
Vitamin B5 (Calpan)	BASF Daiichi Roche
Vitamin B6	Daiichi Roche Takeda
Vitamin B9 (Folic Acid)	Kongo Roche Takeda Yodogawa/Sumika
Vitamin B12 (Cyanocobalamine Pharma)	Aventis
Vitamin C	BASF E-Merck Roche Takeda
Vitamin E	BASF Eisai Aventis Roche
Vitamin H (Biotin)	E-Merck Lonza

Vitamin Product	Manufacturer*
	Roche Sumitomo Tanabe
Astaxanthin	BASF Roche
Beta-Carotene	BASF Roche
Canthaxanthin	BASF Roche

* For the purposes of the foregoing schedule:

- "AKZO" means AKZO Nobel NV and AKZO Nobel Inc.
- "Aventis" means Rhone-Poulenc Inc., Rhone-Poulenc Animal Nutrition Inc., Rhone-Poulenc Rorer Pharmaceuticals Inc., Rhone-Poulenc S.A., Rhone-Poulenc Animal Nutrition S.A., and Hoechst Marion Roussel, S.A. and Roussel Corporation
- "BASF" means BASF Corporation and BASF AG
- "Bioproducts" means Bioproducts, Inc. and Mitsui & Co., Ltd.
- "Chinook" means Chinook Group, Ltd. and Chinook Group, Inc.
- "Daiichi" means Daiichi Pharmaceutical Co., Ltd., Daiichi Fine Chemicals, Inc. and Daiichi Pharmaceutical Corporation
- "DCV" means DCV, Inc.
- "DuCoa" means DuCoa L.P.
- "Eisai" means Eisai Co., Ltd., Eisai U.S.A., Inc. and Eisai Inc.
- "E-Merck" means Merck KgaA, E. Merck and EM Industries, Inc.
- "Kongo" means Kongo Chemical Co., Ltd.
- "Lonza" means Alsuisse Lonza Group Ltd., Lonza AG and Lonza Inc.
- "Roche" means Hoffmann-La Roche Inc., Roche Vitamins Inc. and F. Hoffmann-La Roche Ltd.
- "Sumitomo" means Sumitomo Chemical Co., Ltd. and Sumitomo Chemical America, Inc.

- "Takeda" means Takeda Chemical Industries, Ltd., Takeda Vitamin & Food USA Inc. and Takeda U.S.A.
- "Tanabe" means Tanabe Seitaku Company, Ltd. and Tanabe U.S.A. Inc.
- "UCB" means UCB S.A. and UCB, Inc.
- "Yodogawa/Sumika" means Yodogawa Pharmaceutical Co. and Sumika Fine Chemicals Co.



EXHIBIT B-1

INDIRECT VITAMIN PRODUCTS COMMERCIAL SETTLEMENT PROOF OF CLAIM AND RELEASE

IF THE SETTLEMENT ADMINISTRATOR DOES NOT RECEIVE YOUR PROOF OF CLAIM BY _____, YOUR CLAIM MAY BE REJECTED AND YOU MAY BE PRECLUDED FROM SHARING IN THE COMMERCIAL SETTLEMENT FUND. DO NOT MAIL OR DELIVER YOUR PROOF OF CLAIM TO THE COURT OR TO ANY OF THE PARTIES OR THEIR COUNSEL.

VERY SMALL CLAIMS RELATIVE TO THE COST OF ADMINISTERING THEM MAY ULTIMATELY BE DISALLOWED BY THE SETTLEMENT ADMINISTRATOR, PURSUANT TO A COURT-APPROVED PLAN OF DISTRIBUTION. PLEASE BE ADVISED THAT IT IS IMPOSSIBLE TO DETERMINE HOW MUCH ANY PARTICULAR CLAIM IS WORTH UNTIL ALL CLAIMS HAVE BEEN SUBMITTED TO THE SETTLEMENT ADMINISTRATOR BECAUSE THE VALUE OF EACH CLAIM DEPENDS UPON, AMONG OTHER FACTORS, THE TOTAL NUMBER OF CLAIMS SUBMITTED AND THE RELATIVE VALUE OF THOSE CLAIMS. FOR ADDITIONAL INFORMATION, PLEASE CONTACT THE SETTLEMENT ADMINISTRATOR OR PLAINTIFFS' LEAD COUNSEL AT THE ADDRESSES LISTED BELOW.

DIRECTIONS

1. Before completing and mailing this Proof of Claim, you should read and be familiar with the accompanying Notice of Class Action Settlement (the "Notice"). By submitting this Proof of Claim, you acknowledge that you have read and understand the Notice.
2. To be eligible to share in the Commercial Settlement fund, you must have made a Qualifying Purchase of certain products comprised of or containing Vitamin Products during certain specified periods from January 1990 through December 31, 1999. If you did so, you may be a member of the Commercial Settlement Class and may be entitled to submit a claim to share in the Commercial Class Settlement fund.
3. This form (other than signatures) **MUST BE TYPED OR PRINTED AND YOU MUST ANSWER FULLY ALL PARTS OF THIS FORM.**
4. Complete *Section I: General Information* by providing information about your business. Please complete a separate Proof of Claim for each entity that made a Qualifying Purchase.
5. Read and become familiar with *Section II: Qualifying Purchases*. This section provides a brief description of the claim process and the documentation you must submit in addition to this Proof of Claim. You may not, in any instance, make more than one claim for any single Qualifying Purchase.

6. Read and become familiar with *Sections III, IV, and V*, each of which explains important information concerning your rights to participate in this settlement.
7. For each Indirect Vitamin Product (as that term is defined in the Notice and in Section II of this Proof of Claim) for which you are making a claim, provide the information requested in *Section VI: Statement of Claim*. Please note that claimed purchases should reflect the actual purchase price you paid -- the purchase price excluding sales tax and freight or delivery charges. Also, please note that you must provide copies (you should not send originals) of documentation to support all claimed purchases (such as invoice(s) and/or purchase order(s)).
8. Carefully read *Section VII: Certification*, provide the requested information, and execute in the presence of a notary public.
9. Attach copies of invoice(s), purchase order(s), or other proofs of purchases to the Proof of Claim.
10. It is recommended that you retain a photocopy of your completed Proof of Claim.
11. Mail complete and notarized Proof of Claim with attached supporting documentation, so that the Settlement Administrator receives it no later than _____, _____, to: Settlement Administrator, Box 111, _____, XXXXX.
12. If you have any questions concerning this form, contact [insert contact information for Settlement Administrator]. DO NOT CONTACT THE COURTS.

I. GENERAL INFORMATION

A. Indicate below the full name of the person or entity on behalf of whom this Proof of Claim is being completed and that person or entity's current mailing address and telephone number.

Name: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Area Code Telephone No.

Area Code Facsimile No.

Correspondence concerning this Proof of Claim will be directed to the mailing address provided above unless a different address is specified in Part D below. (If your address changes subsequent to submitting this Proof of Claim, you must immediately notify the Settlement Administrator in writing of such change.)

B. You are a/an (check one):

___ Corporation ___ Executor ___ Individual

___ Partnership ___ Trustee in Bankruptcy ___ Trust

___ Other (identify and provide the name and address of the person on behalf of whom you are acting)

C. Your principal place of business is located in: _____

D. Your headquarters is located in: _____

E. Other states where you are located: _____

F. Taxpayer Identification Number:

Taxpayer Identification Number
(for entities other than individuals)

Social Security Number
(for individuals)

G. Indicate below the name of the person to be contacted concerning this Proof of Claim, and that person's address and telephone number:

Name: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Area Code Telephone No.

Area Code Facsimile No.

H. Other names used by the person or entity filing this claim:

If at the time of any purchase claimed below, you used a business or trade name or were located at an address other than the name and address provided above, indicate each such name and/or address below.

Business or Trade Name(s)	Location(s)	Year(s)

I. If you acquired the rights that are the basis for the claim asserted herein from some other person or entity, explain the legal basis for your derivative rights and attach documentation evidencing such rights.

II. QUALIFYING PURCHASES

As explained in the Notice provided with this Proof of Claim, distributions from the Commercial Settlement Fund will be based on the amount of each claimant's Qualifying Purchases of Indirect Vitamin Products (except where such purchases were made directly from the manufacturer of that Vitamin Product) as determined by the Settlement Administrator. The amount of each claimant's Qualifying Purchases shall be determined by the Settlement Administrator based on information and documentation obtained from the claimant, but Plaintiffs and the Settling Defendants shall have the right to require additional proof of claims and shall

have the right, as provided in the Settlement Agreement, to adjust the value of any claims, based on information obtained from the claimants and from third party sources. The Settlement Administrator will calculate the portion of the purchase price of each Qualifying Purchase that is attributable to component Vitamin Products by applying to each claim the relevant multiplier as listed in Schedule __ to this Proof of Claim. [Vitamin Content Dollar Schedule]. Each claimant is therefore required to classify each purchase within one of the categories listed on Schedule __ to this Proof of Claim.

On each Schedule for which you are required to provide information, state the amount, calculated in dollars, of your Qualifying Purchases of the relevant Indirect Vitamin Product. Claimed purchases should reflect the actual purchase price you paid excluding sales taxes and freight or delivery charges. You must provide copies of documentation supporting all claimed purchases (such as excerpts from accounting books and records, including, for example, invoices and/or purchase orders). Such documentation must include evidence that the claimed purchase is a "Qualifying Purchase," as defined below.

For purposes of this Proof of Claim:

- "Qualifying Purchase" means a purchase of Indirect Vitamin Products for resale, for incorporation into another product or products for resale, or for use in the manufacture, processing, or development of another product (including the feeding of an animal) for resale, where such purchase was: (a) by a buyer in a Settling State (other than Hawaii, which is not part of the Commercial Settlement Class portion of the Settlement Agreement); or (b) from a seller in a Settling State (other than Hawaii); or (c) delivered by or on behalf of the seller to the purchaser in the Settling State (other than Hawaii) if the purchaser's principal place of business was in the Settling State (other than Hawaii); *provided* that such purchase was not made directly from any entity on Schedule __ to the Notice; and *further provided* that such purchase was *not*: (a) by a buyer in the State of California; or (b) from a seller in the State of California; or (c) delivered by or on behalf of the seller to the purchaser in the State of California if the purchaser's principal place of business was in the State of California ("California Purchase"). Certain Qualifying California Purchases may be included in the Vitamins Antitrust Litigation California Settlement Agreement ("California Settlement"). If you made any Qualifying California Purchases during the Relevant Period as set forth in Schedule __ to the Notice, your rights to participate in or be excluded from the California Settlement will be affected unless you take action to preserve those rights.¹

- "Indirect Vitamin Products" means Vitamin Products, products containing Vitamin Products, or products constituted of (in whole or in part) or derived from animals that consumed Vitamin Products or products containing Vitamin Products.

- "Vitamin Products" means: (i) the following vitamins and carotenoids: vitamin A, astaxanthin, vitamin B1 (thiamin), vitamin B2 (riboflavin), vitamin B4 (choline chloride)

¹ Notice of and information concerning the California litigation may be obtained by writing to: [INSERT INFORMATION].

vitamin B5 (calpan), vitamin B6, vitamin B9 (folic acid), vitamin B12 (cyanocobalamine pharma), beta-carotene, vitamin C, canthaxanthin, vitamin E, and vitamin H (biotin), as well as blends and forms of the foregoing, and (ii) any product that contains one or more Vitamin Products in combination with other substances (such as other active ingredients or dilution agents) and is or was sold by a Settling Defendant as a premixed formulation ("Premix").

• "You" and "your" means the person or entity on whose behalf you are completing and submitting this Proof of Claim (including that person's or entity's present or former officers, directors, agents, employees, legal representatives, trustees, parents, affiliates, subsidiaries, heirs, executors, administrators, purchasers, predecessors, successors, and assigns).

III. SUBMISSION TO THE JURISDICTION OF THE SUPERIOR COURT FOR THE DISTRICT OF COLUMBIA

This Proof of Claim and Release is submitted on behalf of the claimant under the terms of the Settlement Agreement in the Class and/or Attorney General Actions, dated as of October 10, 2000, and described in the Notice. By submitting a claim, you are attesting that the claimant is a member of the Commercial Settlement Class or the transferee or assignee of, or the successor to, the claims of a member of the Commercial Settlement Class. By submitting a claim, you are submitting to the jurisdiction of the Superior Court for the District of Columbia ("the Court") for purposes of enforcing the release you must execute in connection with your claim and you acknowledge that you will be bound by and subject to the terms of any orders or judgments that may be entered by the Court in the Class and/or Attorney General Actions with respect to the settlement of the claims of the Commercial Settlement Class, as described in the accompanying Notice. You agree to furnish additional information to the Settlement Administrator to support this claim if required to do so. By submitting a claim, you affirm that you have not submitted any other Proof of Claim for the purchases claimed herein and you know of no other person having done so on your behalf or on behalf of any other person or entity.

IV. RELEASE

If you do not exclude yourself from the Commercial Settlement Class and the Settlement Agreement receives Final Approval from the Court, you will completely and forever release and discharge the Settling Defendants and related parties from all manner of claims, demands, actions, suits, and causes of action, whether class, individual or otherwise in nature, damages whenever incurred, liabilities of any nature whatsoever, (including costs, expenses, penalties and attorneys' fees), whether known or unknown, suspected or unsuspected, asserted or unasserted, in law or equity, statutory or common law, that any member of the Settlement Classes, whether directly, representatively, derivatively or in any other capacity, ever had, now have or hereafter can, shall or may have, relating in any way to any Alleged Conduct or to any conduct prior to the date hereof concerning the production, purchase, sale or pricing of Vitamin Products and any and all other vitamins or relating to any conduct alleged in the Class Actions and/or the lawsuits brought by the State Attorneys General, including, without limitation, any such claims that have

been asserted or could have been asserted in the Class Actions or the State Actions against the Settling Defendants and related parties and/or any one of them.

Any portion of a your claim that is based on a California Purchase is not (to that extent only) affected by the releases contained in the Settlement Agreement but is, as set forth in the Settlement Agreement, the subject of separate litigation. The dismissal and release of claims contained in this Settlement Agreement does not release any claims arising under Section 1 of the Sherman Act based on direct purchases of Vitamin Products from any of the Settling Defendants or their affiliates. Moreover, the releases contained in the Settlement Agreement do not release or dismiss any claims alleging damages caused by the failure of any vitamin or vitamin premix to be safe and effective or alleging breach of contract claims or deceptive advertising unrelated to either the Alleged Conduct or to any other conduct alleged in the Class Actions and/or the lawsuits brought by the State Attorneys General, including, without limitation, personal injury claims or product defect claims.

V. SUCCESSORS TO THE CLAIMS OF VITAMIN PRODUCT SETTLEMENT CLASS MEMBERS

If the claimant on whose behalf this Proof of Claim is being submitted is the transferee or assignee of, or the successor to, the claims of a member of the Commercial Settlement Class to participate in the Commercial Settlement Fund, proof of such claimant's entitlement to share in such Fund must accompany this Proof of Claim form. **DO NOT SEND ORIGINAL DOCUMENTS.**

VI. STATEMENT OF CLAIM

Human Pharma/Dietary Supplement

<u>Type of Qualifying Purchase</u>	<u>Amount of Purchases (Dollar Value)</u>
Single ingredient vitamin tablets (relevant products relevant years only)	
Multivitamin tablets	
Single ingredient vitamin softgel capsules – purchased in bulk directly from encapsulator (relevant products relevant years only)	
Other single ingredient vitamin softgel capsules (relevant products relevant years only)	
Multivitamin softgel capsules – purchased in bulk directly from encapsulator	
Other multivitamin softgel capsules	

Human Cosmetics

<u>Type of Qualifying Purchase</u>	<u>Amount of Purchases (Dollar Value)</u>
Bottled Vitamin E oil	
Vitamin-enhanced hair care products	

Human Food/Beverage

<u>Type of Qualifying Purchase</u>	<u>Amount of Purchases (Dollar Value)</u>
Breakfast cereal	
Margarine	
Vitamin-enhanced weight loss products	
Vitamin-enhanced juice and drink products	
Vitamin enhanced bread and flour	
Vitamin-enhanced milk (including whole milk, reduced fat milk, and skim milk)	
Baby food	

Animal Nutrition

<u>Type of Qualifying Purchase</u>	<u>Amount of Purchases (Dollar Value)</u>
Vitamin-enhanced cattle feed - base mix only	
Vitamin-enhanced cattle feed - protein	
Vitamin-enhanced cattle feed	
Vitamin-enhanced poultry feed	
Vitamin-enhanced complete swine feed	
Vitamin-enhanced swine feed base mix	
Vitamin-enhanced pet food products	
Vitamin-enhanced equine feed	
Vitamin-enhanced salmon feed	
Vitamin-enhanced trout feed	
Vitamin-enhanced catfish feed	

Live cattle	
Live hogs	
Live turkeys	
Live chickens	
Live trout	
Live salmon	
Live catfish	
Wholesale beef products	
Wholesale chicken products	
Wholesale turkey products	
Wholesale pork products	
Wholesale trout products	
Wholesale salmon products	
Wholesale catfish products	
Wholesale eggs	
Wholesale milk purchased in bulk	

Straight Bulk Vitamin Products

(not including purchases made directly from the manufacturer of the Vitamin Product as identified in Exhibit A to the Notice of Class Action Settlement)

<u>Vitamin Product/Relevant Period</u>	<u>Amount of Purchases (Dollar Value)</u>
Vitamin A (1/1/1990 - 12/31/1998)	
Vitamin B1 (Thiamin) (1/1/1991 - 12/31/1994)	
Vitamin B2 (Riboflavin) (1/1/1991 - 12/31/1995)	
Vitamin B4 (Choline Chloride) (1/1/1992 - 12/31/1995)	

Vitamin B5 (Calpan) (1/1/1991 - 12/31/1998)	
Vitamin B6 (1/1/1991 - 12/31/1994)	
Vitamin B9 (Folic Acid) (1/1/1991 - 12/31/1994)	
Vitamin B12 (Cyanocobalamine Pharma) (1/1/1990 - 12/31/1998)	
Vitamin C (1/1/1991 - 12/31/1995)	
Vitamin E (1/1/1990 - 12/31/1998)	
Vitamin H (Biotin) (1/1/1990 - 12/31/1995)	
Astaxanthin (1/1/1992 - 12/31/1998)	
Beta-Carotene (1/1/1992 - 12/31/1997)	
Canthaxanthin (1/1/1992 - 12/31/1997)	

Vitamin Premixes

(not including purchases made directly from the manufacturer of the Vitamin Product as identified in Exhibit A to the Notice of Class Action Settlement)

<u>Description of Qualifying Purchases</u>	<u>Amount of Purchases (Dollar Value)</u>
Vitamin premix for animal consumption (1/1/1990 - 12/31/1998)	
Vitamin premix for human consumption (1/1/1990 - 12/31/1998)	

Other

(If you have made a Qualifying Purchase that does not appear to correspond with any of the categories listed, you must provide a description of any such purchases in this chart.)

<u>Type of Qualifying Purchase</u>	<u>Amount of Purchases (Dollar Value)</u>

VII. CERTIFICATION

I hereby certify under penalty of perjury that:

A. The information provided in this Proof of Claim is true and correct to the best of my knowledge, information and belief;

B. The documents submitted in support of this Proof of Claim are true and authentic copies of original documents;

C. The claimant did not request to be excluded from the Commercial Settlement Class and is either (i) a member of the Commercial Settlement Class or (ii) the successor, assignee or transferee of the claim of a member of the Commercial Settlement Class that did not request to be excluded from the Commercial Settlement Class;

D. This Proof of Claim is based only upon actual Qualifying Purchases of Indirect Vitamin Products during the Relevant Period set forth in Schedule ___ and does not include (i) Vitamin Products purchased directly from one or more of the entities identified on Schedule ___ to the Notice, or (ii) Vitamin Products purchased by a purchaser in the State of California or from a seller in the State of California, or delivered by or on behalf of the seller to the purchaser in the State of California if the purchaser's principal place of business was in the State of California.

E. This Proof of Claim constitutes the only claim being made by the claimant in connection with the Commercial Settlement for the Qualifying Purchases defined herein, and the claimant does not know of (i) any other claim being submitted for the same purchases by any

other person or entity or (ii) any other person or entity who may have any right to submit a claim with respect thereto;

F. The claimant and/or anyone affiliated with it has not submitted and will not submit a claim seeking to recover for the same purchases identified in this Proof of Claim;

G. This Proof of Claim has been prepared in accordance with the instructions set forth above;

H. The claimant is not a Released Party, as described herein and in the Notice;

I. The claimant has not settled and released its claims against any of the Released Parties separate from the settlement and releases provided for by the members of the Commercial Settlement Class pursuant to the Settlement Agreement; and

J. The claimant has not transferred or otherwise assigned its claims based on Qualifying Purchases of Indirect Vitamin Products against any of the entities set forth on Page ___ above with respect to such Indirect Vitamin Products.

This Certification must be executed before a Notary Public by an executive officer if the claimant is a corporation, by a partner if the claimant is a partnership, or by the owner if the claimant is a proprietorship.

Dated: _____

Signature

Print Name

Title

Sworn and subscribed before me this

___ day of _____, ____

Notary Public

My Commission Expires:



EXHIBIT B-2

INDIRECT VITAMIN PRODUCTS COMMERCIAL SETTLEMENT REQUEST FOR EXCLUSION

IF THE SETTLEMENT ADMINISTRATOR DOES NOT RECEIVE YOUR REQUEST FOR EXCLUSION BY _____, _____ YOUR REQUEST MAY BE REJECTED AND YOU WILL BE BOUND BY THE TERMS OF THE SETTLEMENT. DO NOT MAIL OR DELIVER YOUR REQUEST FOR EXCLUSION TO THE COURT OR TO ANY OF THE PARTIES OR THEIR COUNSEL.

DIRECTIONS

1. Use this form to request exclusion from the proposed settlement described in the accompanying Notice of Class Action Settlement.
2. Please read the accompanying Notice of Class Action Settlement carefully before completing this Request for Exclusion.
3. This form (other than signatures) **MUST BE TYPED OR PRINTED.**
4. Provide the information requested in *Section I: Information About the Entity Requesting Exclusion* below about the entity requesting exclusion from the proposed settlement (the "Opt-Out").
5. Provide the information requested in Section II below about the Opt-Out's purchases of Indirect Vitamin Products.
6. You must provide information required in Section I and execute Section III in order to be excluded from the Commercial Settlement Class. In addition, if you provide the information requested in Section II, you may avoid further discovery concerning your purchases of Indirect Vitamin Products.
7. Complete the Request for Exclusion by carefully reading the Statement of Authorization and Understanding in Section III below and, if you agree with those statements, attesting to them under oath by signing in the presence of a notary.

I. Information About the Entity Requesting Exclusion (the "Opt-Out")

The entity named below wishes to opt out of the proposed settlement and does not wish to remain a member of the Commercial Settlement Class:

Full Legal Name of Opt-Out: _____

Trade names, if any, under which Opt-Out has done business since 1990: _____

Location of Opt-Out's principal place of business: _____

Opt-Out's state of incorporation (if Opt-Out is a corporation): _____

Applicable Business Type Letter Code (from list below): _____

Business Type Letter Codes

- A. Supermarket/Grocery Retailer
- B. Drug Store Retailer
- C. Mass Merchant Retailer
- D. Pet Store Retailer
- E. Restaurant
- F. Other Retailer (please specify)
- G. Wholesaler
- H. Vitamin Packager
- I. Cosmetics Manufacturer
- J. Food Manufacturer
- K. Premix Manufacturer for Foods
- L. Premix Manufacturer for Livestock Feed
- M. Feed Manufacturer
- N. Pet Food Manufacturer
- O. Livestock or Feedlot Company
- P. Beef Packing or Processing Company
- Q. Pork Packing or Processing Company
- R. Poultry Packing or Processing Company
- S. Other Manufacturer (please specify)

Please list on the Entity and Business Type Chart below all affiliates, subsidiaries, predecessors, and other entities related to the Opt-Out that purchased Indirect Vitamin Products for which you are requesting exclusion from the Commercial Settlement Class, and identify the type of business for each related entity by the appropriate letter code(s) listed above.

Multivitamin softgel capsules – purchased in bulk directly from encapsulator	
Other multivitamin softgel capsules	

Human Cosmetics

<u>Type of Qualifying Purchase</u>	<u>Amount of Purchases (Dollar Value)</u>
Bottled Vitamin E oil	
Vitamin-enhanced hair care products	

Human Food/Beverage

<u>Type of Qualifying Purchase</u>	<u>Amount of Purchases (Dollar Value)</u>
Breakfast cereal	
Margarine	
Vitamin-enhanced weight loss products	
Vitamin-enhanced juice and drink products	
Vitamin enhanced bread and flour	
Vitamin-enhanced milk (including whole milk, reduced fat milk, and skim milk)	
Baby food	

Animal Nutrition

<u>Type of Qualifying Purchase</u>	<u>Amount of Purchases (Dollar Value)</u>
Vitamin-enhanced cattle feed – base mix only	
Vitamin-enhanced cattle feed – protein	
Vitamin-enhanced cattle feed	
Vitamin-enhanced poultry feed	
Vitamin-enhanced complete swine feed	
Vitamin-enhanced swine feed base mix	
Vitamin-enhanced pet food products	

Vitamin-enhanced equine feed	
Vitamin-enhanced salmon feed	
Vitamin-enhanced trout feed	
Vitamin-enhanced catfish feed	
Live cattle	
Live hogs	
Live turkeys	
Live chickens	
Live trout	
Live salmon	
Live catfish	
Wholesale beef products	
Wholesale chicken products	
Wholesale turkey products	
Wholesale pork products	
Wholesale trout products	
Wholesale salmon products	
Wholesale catfish products	
Wholesale eggs	
Wholesale milk purchased in bulk	

Straight Bulk Vitamin Products

If the Opt-Out (including all affiliates, subsidiaries and related entities for which exclusion from the settlement is sought by this request) purchased any of the identified Straight Bulk Vitamin Products or Premixes from an entity other than a Seller of the respective product listed on Exhibit A, indicate (or if data is not readily available, estimate) the dollar amount of such purchases during the Relevant Period:

<u>Vitamin Product/Relevant Period</u>	<u>Amount of Purchases (Dollar Value)</u>
Vitamin A (1/1/1990 - 12/31/1998)	
Vitamin B1 (Thiamin) (1/1/1991 - 12/31/1994)	
Vitamin B2 (Riboflavin) (1/1/1991 - 12/31/1995)	
Vitamin B4 (Choline Chloride) (1/1/1992 - 12/31/1995)	
Vitamin B5 (Calpan) (1/1/1991 - 12/31/1998)	
Vitamin B6 (1/1/1991 - 12/31/1994)	
Vitamin B9 (Folic Acid) (1/1/1991 - 12/31/1994)	
Vitamin B12 (Cyanocobalamine Pharma) (1/1/1990 - 12/31/1998)	
Vitamin C (1/1/1991 - 12/31/1995)	
Vitamin E (1/1/1990 - 12/31/1998)	
Vitamin H (Biotin) (1/1/1990 - 12/31/1995)	
Astaxanthin (1/1/1992 - 12/31/1998)	
Beta-Carotene (1/1/1992 - 12/31/1997)	

Canthaxanthin (1/1/1992 - 12/31/1997)	
--	--

Vitamin Premixes

<u>Description of Qualifying Purchases</u>	<u>Amount of Purchases (Dollar Value)</u>
Vitamin premix for animal consumption (1/1/1990 - 12/31/1998)	
Vitamin premix for human consumption (1/1/1990 - 12/31/1998)	

Other

(If you have made a Qualifying Purchase that does not appear to correspond with any of the categories listed, you must provide a description of any such purchases in this chart.)

<u>Type of Qualifying Purchase</u>	<u>Amount of Purchases (Dollar Value)</u>

III. Statement of Understanding and Authorization

I declare under penalty of perjury that:

- (a) I am legally authorized to execute and submit this Request for Exclusion on behalf of the entity(ies) identified in Section I above (the "Opt-Out");
- (b) the Opt-Out is a member of the Commercial Settlement Class described in the accompanying Notice of Class Action Settlement; and
- (c) the information provided herein is complete and accurate to the best of my knowledge.

I understand that by submitting this Request for Exclusion

- (a) the Opt-Out will not be permitted to participate in the settlement described in the Notice of Class Action Settlement;
- (b) the Opt-Out will not be bound by the release contained in the proposed settlement;
- (c) the Opt-Out will retain all rights, if any, to pursue claims against the Settling Defendants at the Opt-Out's own cost and expense; and
- (d) the Opt-Out may be required, pursuant to court order, to produce documents or other information, or be examined under oath at a deposition, regarding the Opt-Out's purchases of Indirect Vitamin Products.

Dated: _____

Signature

Print Name

Title

Sworn and subscribed before me this
___ day of _____, _____

Notary Public

My Commission Expires:



settlement and dismissal of this action against the Settling Defendants, with prejudice, upon the terms and conditions set forth therein;

WHEREAS, the Court has before it plaintiffs' Motion for Preliminary Approval of Settlement and plaintiffs' Memorandum in Support of Preliminary Approval of Settlement filed October __, 2000, together with schedules, exhibits and supporting materials;

WHEREAS, the [State Name] Settlement Implementing Agreement contemplates certification of two Settlement Classes (the "[State Name] Settlement Classes"): a [State Name] Consumer Settlement Class to be administered by the Court, and a [State Name] Commercial Settlement Class to be administered on a multi-state basis under the exclusive jurisdiction of the ADR Court; and

WHEREAS, the Court is satisfied that the settlement set forth in the [State Name] Settlement Implementing Agreement was the result of good faith, arm's-length settlement negotiations and alternative dispute resolution proceedings among the Attorneys General of various States and competent and experienced counsel for both the plaintiffs and the Settling Defendants.

IT IS HEREBY ORDERED AS FOLLOWS:

Preliminary Approval of Settlement and
Conditional Certification of the Settlement Classes

1. Terms used in this Order have the meanings defined in the [State Name] Settlement Implementing Agreement and this Order.
2. The terms of the [State Name] Settlement Implementing Agreement are hereby preliminarily approved, subject to further consideration thereof at the Fairness Hearing provided for below. The Court finds that said settlement is sufficiently within the

range of reasonableness that notice of the proposed settlement should be given as provided in paragraphs 4 and 5 of this Order.

3. Pursuant to Rule [State Name Class Action provision], the Court hereby conditionally certifies the following two settlement classes:

(a) a [State Name] Consumer Settlement Class consisting of all natural persons (excluding the Released Parties) who purchased Indirect Vitamin Products for use or consumption by themselves and/or others and not for resale in any form, and who: (i) are residents of the State of [State Name]; and (ii) purchased Indirect Vitamin Products from within one or more of the Settling States at any time during the Relevant Period;

and

(b) A [State Name] Commercial Settlement Class consisting of all persons or entities (excluding Government Entities and the Released Parties) that made any Qualifying Purchase during the Relevant Period.

The Court further conditionally finds that the [State Name] class plaintiffs are adequate class representatives for the [State Name] Consumer Settlement Class and the [State Name] Commercial Settlement Class. The Court further conditionally finds that PLC and the law firms of [insert [State Name] Class Counsel] are adequate class counsel. If the [State Name] Settlement Implementing Agreement is terminated or is not consummated for any reason whatsoever, the conditional certification of the [State Name] Consumer Settlement Class and the [State Name] Commercial Settlement Class shall be void, the Settling Defendants shall have reserved all their rights to oppose any and all class certification motions and to contest the adequacy of the class plaintiffs as representatives of any putative plaintiff class, to contest the adequacy of PLC and the law firms of [insert [State Name] Class Counsel] as adequate class counsel, and to contest the availability of a parens patriae action, and this [State Name]

Settlement Implementing Agreement shall not be admissible as evidence during any class certification hearings or any hearings contesting the availability of a parens patriae action.

Notice to Settlement Class Members and
Appointment of the Settlement Administrator

4. Beginning thirty (30) days after the Preliminary Settlement Approval Date (as defined in the Master Settlement Agreement), Plaintiffs' Lead Counsel ("PLC") shall cause to be published the notices, substantially in the forms attached as Schedules __ and __ to the Master Settlement Agreement ("Publication Notice"), in the publications listed in Schedule __ [list of publications]. Such Publication Notice is to be completed within sixty (60) days after the Preliminary Settlement Approval Date. Prior to the Fairness Hearing, PLC shall serve and file a sworn statement attesting to compliance with the provisions of this paragraph 4 of this Order.

5. Upon request by a [State Name] Commercial Settlement Class member, the Settlement Administrator shall cause copies of each Notice, substantially in the form attached as Schedule __ to the Master Settlement Agreement ("Mail Notice"), including the accompanying Proof of Claim forms ("Proofs of Claim") and requests for exclusion forms, substantially in the form of Schedules B-1 and B-2 of the Master Settlement Agreement, to be mailed by first class U.S. mail, postage pre-paid to the requesting [State Name] Commercial Settlement Class member. Prior to the Fairness Hearing, the Settlement Administrator shall serve and file a sworn statement attesting to compliance with the provisions of paragraph 5 of this Order.

6. The notice to be provided as set forth in paragraphs 4 and 5 of this Order is hereby found to be the best means practicable of providing notice under the circumstances

and, when completed, shall constitute due and sufficient notice of the Proposed Settlement and the Fairness Hearing to all persons and entities affected by and/or entitled to participate in the settlement, in full compliance with the notice requirements of Rule [State Name Class Action provision] and due process.

7. PLC is authorized to retain [name, address] as the Settlement Administrator to perform in accordance with the terms of the [State Name] Settlement Implementing Agreement and this Order. The Settlement Administrator shall preserve any and all written communications from members of the [State Name] Consumer Settlement Class and the [State Name] Commercial Settlement Class until _____, subject to further order of the Court. All written communications received by the Settlement Administrator from members of the [State Name] Consumer Settlement Class and the [State Name] Commercial Settlement Class relating to the [State Name] Settlement Implementing Agreement shall be available at reasonable times for inspection and copying by PLC, [State Name] Class Counsel, Settling States' Liaison Counsel and the Settling Defendants.

Requests for Exclusion from
the Settlement Classes

8. Any member of the [State Name] Consumer Settlement Class, or any assignee or transferee thereof or successor thereto, that wishes to be excluded ("Opt-Out") from the [State Name] Consumer Settlement Class must send a written request for exclusion to the Settlement Administrator, so that it is received by the Opt-Out Date. The request for exclusion should provide such member's name and address and the name of the Settling State(s) in which such member resides or in which such member purchased Vitamin Products. Members of the [State Name] Consumer Settlement Class may not exclude

themselves by filing requests for exclusion as a group, but must in each instance individually execute such notices and transmit them to the Settlement Administrator. Upon receipt, the Settlement Administrator shall promptly provide copies of each request for exclusion to PLC, Settling States' Liaison Counsel and counsel for the Settling Defendants. Within 7 days after the Opt-Out Date, the Settlement Administrator shall provide to the Clerk of this Court, PLC, Settling States' Liaison Counsel and counsel for the Settling Defendants a certified record of those members of the [State Name] Consumer Settlement Class that have timely excluded themselves from the [State Name] Consumer Settlement Class.

9. Any member of the [State Name] Commercial Settlement Class, or any assignee or transferee thereof or successor thereto, that wishes to be excluded from the [State Name] Commercial Settlement Class, shall send a request for exclusion so that it is received by the Settlement Administrator by the Opt-Out Date. Such request for exclusion shall be in substantially the form of attached Schedule B-2 of the Master Settlement Agreement. Members of the [State Name] Commercial Settlement Class may not exclude themselves by filing such requests for exclusion as a group, but must in each instance, individually execute such notices and transmit them to the Settlement Administrator.

10. Upon receipt, the Settlement Administrator shall promptly provide copies of each request for exclusion to PLC, Settling States' Liaison Counsel and counsel for the Settling Defendants. Beginning thirty (30) days before the Opt-Out Date, the Settlement Administrator shall provide daily updates to PLC, the Settling States' Liaison Counsel and the Settling Defendants setting forth the names of any persons or entities requesting exclusion from either the [State Name] Consumer Settlement Class or the [State Name]

Commercial Settlement Class, along with all information provided by such persons or entities in their requests for exclusion. Within 7 days after the Opt-Out Date, the Settlement Administrator shall provide to the Clerk of this Court, the Clerk of the ADR Court, PLC, Settling States' Liaison Counsel and counsel for the Settling Defendants a certified record of those members of the [State Name] Commercial Settlement Class that have timely excluded themselves from the [State Name] Commercial Settlement Class.

11. Any member of the [State Name] Consumer Settlement Class and/or the [State Name] Commercial Settlement Class that does not properly and timely request exclusion from the [State Name] Consumer Settlement Class and/or the [State Name] Commercial Settlement Class shall be included in either or both Settlement Classes and shall be bound by all the terms and provisions of the [State Name] Settlement Implementing Agreement, including but not limited to the releases, waivers and covenants described in Section V of the Master Settlement Agreement, whether or not such person objected to the settlement and whether or not such person made a claim upon, or participated in, any of the settlement funds created pursuant to the Master Settlement Agreement.

12. The Settling Defendants, PLC and the Settling States' Liaison Counsel may seek discovery from [State Name] Commercial Settlement Class members that have excluded themselves from the [State Name] Commercial Settlement Class to obtain information sufficient to calculate the Commercial Opt-Out Purchases.

Proofs of Claim

13. To effectuate the settlement and the notice provided for in paragraphs 4 and 5 hereof, the Settlement Administrator has been designated to be responsible for receipt of

all Proofs of Claim from members of the [State Name] Commercial Settlement Class that have not timely and validly excluded themselves from the [State Name] Commercial Settlement Class. The Settlement Administrator shall preserve all Proofs of Claim and any and all other written communications from members of the [State Name] Consumer Settlement Class and/or the [State Name] Commercial Settlement Class in accordance with paragraph 7 of this order.

14. In order to be entitled to participate in the settlement, each member of the [State Name] Commercial Settlement Class shall take the following actions and be subject to the following requirements.

(a) Each [State Name] Commercial Settlement Class member that wishes to receive a distribution from the Commercial Class Settlement Amount must submit a properly executed and verified Proof of Claim substantially in the form of attached Schedule B-1 of the Master Settlement Agreement to the Settlement Administrator at the address indicated in the appropriate Notice so that it is received by the Settlement Administrator on or before the Claim Date.

(b) Each Proof of Claim shall be submitted to and reviewed by the Settlement Administrator, who shall determine, except as provided in subparagraph 14(c) of this Order, the extent, if any, to which claims made in the Proof of Claim shall be allowed. Any sales information received by the Settlement Administrator, PLC and the Settling States' Liaison Counsel in connection with this settlement that pertains to a particular claimant shall not be disclosed to any person other than such claimant, the Settling Defendants, their counsel and the Court.

(c) Counsel for the Settling Defendants shall, upon request, be kept reasonably apprised of the course of the claims administration process, shall have the right to inspect all Proofs of Claim and related documentation, and shall have the right to initiate and participate in a challenge pursuant to the plan of distribution for the investigation, review and resolution of Proofs of Claim.

(d) The Settlement Administrator will notify the member of the [State Name] Commercial Settlement Class submitting a Proof of Claim of any recommendation of disallowance, in whole or in part, of the Proof of Claim submitted by such [State Name] Commercial Settlement Class member and will set forth in writing the reasons for any such disallowance. [State Name] Commercial Settlement Class members shall be permitted a reasonable period of time to cure any deficiency with respect to their Proofs of Claim.

(e) All members of the [State Name] Commercial Settlement Class that do not submit timely Proofs of Claim or that submit Proofs of Claim that are disallowed shall be barred from participating in the Commercial Class Settlement Amount (except to the extent that a Proof of Claim may be partially allowed) but otherwise shall be bound by all of the terms and provisions of the [State Name] Settlement Implementing Agreement, including but not limited to the releases, waivers and covenants described in Section V of the Master Settlement Agreement.

(f) Each member of the [State Name] Commercial Settlement Class that submits a Proof of Claim shall thereby expressly submit to the jurisdiction of the ADR Court with respect to the claim submitted and shall (subject to final approval

of the settlement) be bound by all the terms and provisions of the Master Settlement Agreement, including but not limited to the releases, waivers and covenants described in Section V thereof.

The Fairness Hearing

15. A hearing on final settlement approval (the "Fairness Hearing") is hereby scheduled to be held before the undersigned on _____, at _____ in Courtroom [ADDRESS] to consider the fairness, reasonableness and adequacy of the proposed settlement, the dismissal with prejudice of the [State Name] Class Actions with respect to the Released Parties that are Defendants therein, and the entry of final judgment in the [State Name] Class Actions.

16. Any person who does not elect to be excluded from the [State Name] Settlement Classes may, but need not, enter an appearance through his or her own attorney. [State Name] Settlement Class members who do not enter an appearance through their own attorneys will be represented by PLC and [State Name] Class Counsel.

17. Any person who does not elect to be excluded from the Settlement Classes may, but need not, submit comments or objections to the proposed settlement. All such comments or objections and any supporting papers must be filed, in writing, on or before _____, _____, with the Clerk of the Court and copies of all such papers must be delivered to the following on or before _____, _____:

David Boies
Straus & Boies, LLP
10513 Braddock Road
Fairfax, Virginia 22032

Plaintiffs' Lead Counsel

Kathleen Harris
Deputy Chief, Antitrust Bureau
Office of the Attorney General of
the State of New York
Suite 2601
120 Broadway
New York 10271

Tyrone C. Fahner
Mayer, Brown & Platt
190 South La Salle Street
Chicago, Illinois 60603-3441

Attorney for one of the Settling
Defendants.

Settling States' Liaison Counsel

[Insert name(s) and address(es) of [State
Name] Class Counsel.]

[State Name] Class Counsel

Attendance at the hearing is not necessary; however, persons wishing to be heard at the Fairness Hearing are required to file written comments or objections and indicate in their written comment or objection their intention to appear at the Hearing. Settlement Class members need not appear at the hearing or take any other action to indicate their approval.

18. The date and time of the Fairness Hearing shall be set forth in the Notice, but shall be subject to adjournment by the Court without further notice to the members of the Settlement Classes other than that which may be posted at the Court.

Other Provisions.

19. Upon approval of the settlement provided for in the [State Name] Settlement Implementing Agreement, the [State Name] Settlement Implementing Agreement and each and every term and provision thereof, shall be deemed incorporated herein as if expressly set forth and shall have the full force and effect of an Order of this Court.

20. All proceedings by plaintiffs and/or any member of the Settlement Classes against the Settling Defendants and all other Released Parties that are Defendants therein are hereby stayed until such time as the Court renders a final decision regarding the approval of the settlement and, if it approves the settlement, enters final judgment as provided in the [State Name] Settlement Implementing Agreement.

21. PLC is authorized to retain [name, address] as the Escrow Agent to act in accordance with the terms of the [State Name] Settlement Implementing Agreement, the Escrow Agreement and this Order.

22. All reasonable costs incurred in notifying members of the [State Name] Settlement Classes, as well as administering the [State Name] Settlement Implementing Agreement, shall be paid as set forth in the Master Settlement Agreement.

SO ORDERED this ___ day of _____.

Hon.



Vitamin Products from within one or more of the Settling States at any time during the Relevant Period;

and

(b) a [State Name] Commercial Settlement Class consisting of all persons or entities (excluding Government Entities and the Released Parties) that made a [State Name] Qualifying Purchase during the Relevant Period;

having directed that notice be given to the [State Name] Settlement Classes of the proposed settlement and of a hearing scheduled to determine whether the proposed settlement should be approved as fair, reasonable and adequate to the [State Name] Settlement Classes and to hear any objections to any of these matters (the "Fairness Hearing"); having excluded those who filed valid and timely requests for exclusion during the period specified in the notice to the Settlement Classes; and having held the Fairness Hearing and considered the submissions and arguments made in connection therewith, the Court hereby FINDS as follows:

1. Subject to paragraph 2 of this Order, the Settling Defendants, Plaintiffs, members of the [State Name] Settlement Classes and [State Name] have submitted to the jurisdiction of the Court for purposes of the [State Name] Settlement Implementing Agreement. Accordingly, the Court has personal jurisdiction for purposes of this [State Name] Settlement Implementing Agreement over the Settling Defendants, [State Name], Plaintiffs, and members of the [State Name] Settlement Classes, and subject matter jurisdiction to approve the [State Name] Settlement Implementing Agreement

2. Without affecting the finality of this Order and Judgment, the Court retains jurisdiction over the administration and consummation of the [State Name] Settlement Implementing Agreement and the determination of issues relating to attorneys' fees and expenses, the [State Name] Consumer Settlement Class, and the [State Name] portion of the

State Economic Impact Fund. Solely for purposes of proceedings relating to the [State Name] Settlement Implementing Agreement that are subject to the jurisdiction of this Court, the Settling Defendants, [State Name] and the members of the [State Name] Settlement Classes are deemed to have irrevocably waived any claim that they are not subject to the jurisdiction of this Court or that this Court is in any way an improper venue or an inconvenient forum.

3. The Commercial Class Settlement Amount shall be administered and distributed to [State Name] Commercial Settlement Class members and Commercial Settlement Class members in other Settling States on a multi-state basis; such administration and distribution requires uniformity of interpretation in respect thereof; and nothing in this Order shall limit the jurisdiction of the ADR Court over any [State Name] Commercial Settlement Class member or over any suit, action, proceeding or dispute relating to the administration and/or distribution of the Commercial Class Settlement Amount. Further, any suit, action, proceeding or dispute concerning the provisions of paragraphs 7(b), (c), or (d) of this Order and Judgment, as those provisions relate to the [State Name] Commercial Settlement Class, shall be subject to the jurisdiction of the ADR Court. Solely for proceedings subject to the jurisdiction of the ADR Court, the Settling Defendants, [State Name] and the members of the Settlement Classes are deemed to have irrevocably waived any claim, argument or objection that they are not subject to the jurisdiction of the ADR Court or that the ADR Court is in any way an improper venue or an inconvenient forum.

4. Notice to the [State Name] Settlement Classes has been given in an adequate and sufficient manner and constitutes the best notice practicable, complying in all respects with such [State Name] law and the requirements of due process.

5. The Court has held a hearing to consider the fairness, reasonableness and adequacy of the proposed settlement, has been advised of any objections to the settlement and has given fair consideration to such objections.

6. Arm's-length negotiations have taken place between PLC, [State Name] Class Counsel, [State Name] and the Settling Defendants resulting in the proposed settlement.

7. The proposed settlement, being in all respects fair, reasonable, adequate and proper and in the best interests of the [State Name] Settlement Classes, given the benefits of settlement and the risks, complexity, expense, and probable duration of further litigation between the [State Name] Settlement Classes and the Settling Defendants, is accordingly finally APPROVED pursuant to [APPLICABLE LOCAL RULE OF CIVIL PROCEDURE]. In accordance with the terms of the [State Name] Settlement Implementing Agreement, which are hereby incorporated by reference as though fully set forth herein, it is hereby ORDERED, ADJUDGED and DECREED as follows:

(a) All claims against [insert list of the Settling Defendants and any Released Parties that are defendants in the relevant Action] (the "Dismissed Parties") are hereby dismissed with prejudice.

(b) The Dismissed Parties shall be released and forever discharged from all manner of claims, demands, actions, suits and causes of action, whether class, individual or otherwise in nature; damages whenever incurred; liabilities of any

nature whatsoever, including costs, expenses, penalties and attorneys' fees, known or unknown, suspected or unsuspected, in law or equity, that any member of the [State Name] Settlement Classes, on their own behalf and on behalf of their present and former officers, directors, agents, employees, legal representatives, trustees, parents, affiliates, subsidiaries, heirs, executors, administrators, purchasers, predecessors, successors, and assigns (the "[State Name] Class Action Releasing Parties"), or the Attorney General of the State of [State Name], on behalf of the State of [State Name] and any persons or entities (including government entities) acting in a *parens patriae*, sovereign, quasi-sovereign, private attorney general, *qui tam*, taxpayer, or any other capacity, whether or not any of them participate in this settlement, to the extent that any such person or entity is seeking relief on behalf of or generally applicable to the general public in the State of [State Name] or the people of the State of [State Name] (the "[State Name] State Releasing Parties"), whether directly, representatively, derivatively or in any other capacity, ever had, now have or hereafter can, shall or may have, relating in any way to any conduct prior to the date hereof concerning the purchase, sale or pricing of Vitamin Products, including, without limitation, any such claims which have been asserted or could have been asserted against the Dismissed Parties or any one of them (the "Released Claims"), provided, however, that such release shall not affect the rights of the [State Name] Class Action Releasing Parties to pursue a claim for a California Purchase (as defined in the Master Settlement Agreement) or to pursue a claim under the Sherman Act (15 U.S.C. § 1 *et. seq.*) based on sales direct invoiced by any Settling Defendant

to any [State Name] Class Action Releasing Party, and provided further that such release shall not release any claims set forth in paragraph V.A.2 of the Master Settlement Agreement (which claims shall be released pursuant to a separate agreement).

(c) The foregoing releases shall not release any product liability or breach of contract claims unrelated to the subject matter of the [State Name] Class Actions.

(d) No member of the [State Name] Settlement Classes shall hereafter be permitted in any suit, action or proceeding to seek to establish liability of any kind against any Dismissed Party on any Released Claim.

(e) In addition to the provisions of subparagraphs (b), (c), and (d) of this paragraph, each [State Name] Class Action Releasing Party and each [State Name] State Releasing Party hereby expressly agrees that it will waive and release, with respect to the Released Claims that have been released pursuant to subparagraph (b) of this paragraph, any and all provisions, rights and benefits conferred by any law of any state or territory of the United States, or principle of common law which provides in substance that "a general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor." Each [State Name] Class Action Releasing Party and each [State Name] State Releasing Party acknowledges that it may hereafter discover facts other than or different from those that it knows or believes to be true with respect to the subject matter of the Released Claims that have been released by such party pursuant to subparagraph (b)

of this paragraph, but each [State Name] Class Action Releasing Party or [State Name] State Releasing Party shall hereby be deemed to have waived and fully, finally and forever settled and released any known or unknown, suspected or unsuspected, contingent or non-contingent claim with respect to the Released Claims that such [State Name] Class Action Releasing Party or [State Name] State has released pursuant to subparagraphs 4(b), (c), and (d) of this paragraph, whether or not concealed or hidden, without regard to the subsequent discovery or existence of such different or additional facts.

(f) For a period of five years the Clerk of the Court shall preserve a record of those potential members of the [State Name] Consumer Settlement Class and/or the [State Name] Commercial Settlement Class that have timely excluded themselves from the [State Name] Consumer Settlement Class and/or the [State Name] Commercial Settlement Class and shall provide a certified copy of such records to the Settling Defendants, at their expense, if they request such a copy.

(g) Nothing in this Order or the [State Name] Settlement Implementing Agreement and no aspect of the settlement is or shall be deemed or construed to be an admission, concession or evidence of any violation of any statute or law or of any liability or wrongdoing by any Released Party or of the truth of any of the claims or allegations contained in the complaints or any other pleadings in any action relating to the subject matter of the Released Claims or of the propriety of certifying a class of any direct or indirect purchasers of Vitamin Products other than the [State Name] Settlement Classes, and evidence thereof shall not be discoverable or used, directly

or indirectly, in any way, including in any action relating to the subject matter of the Released Claims or in any other action or proceeding.

(h) There is no just reason for delay of entry of a final judgment of dismissal with prejudice as to the Settling Defendants and all Released Parties that are Defendants, and the Clerk is therefore directed to enter such a final judgment pursuant to [APPLICABLE LOCAL RULE].

8. Terms used in this Order that are defined in the [State Name] Settlement Implementing Agreement or the Order Conditionally Certifying Settlement Classes and Preliminarily Approving Proposed Settlement are, unless otherwise defined herein, used in this Order as defined in the [State Name] Settlement Agreement or the Order Conditionally Certifying Settlement Classes and Preliminarily Approving Proposed Settlement.

Hon.

Dated: _____



EXHIBIT E

IN THE SUPERIOR COURT OF THE STATE OF _____
IN AND FOR THE COUNTY OF _____

_____, on behalf of herself and all others)
similarly situated,)
)
Plaintiff,)
)
v.)
)
F. Hoffmann-La Roche Ltd, et al)
)
Defendants.)

[STATE NAME] SETTLEMENT IMPLEMENTING AGREEMENT

WHEREAS, on October 10, 2000, the Settling Defendants, the State Attorneys General, and plaintiffs in the Class Actions (collectively, the "Settling Parties") entered into a Master Settlement Agreement (attached hereto as Exhibit A) intended to settle and resolve certain litigation against the Settling Defendants pending in the District of Columbia, Puerto Rico, [State Name] and 20 other states;

WHEREAS, the Master Settlement Agreement, together with the schedules and exhibits attached thereto, sets forth the terms and conditions of a settlement and dismissal of this action against the Settling Defendants;

WHEREAS, Plaintiffs, PLC, [State Name] Class Counsel, and the Attorney General of the State of [State Name] have determined that a settlement on the terms and conditions set forth in the Master Settlement Agreement is fair, adequate, reasonable, and in the best interests of the consumers and businesses in the State of [State Name];

NOW THEREFORE, THE SETTLING PARTIES HEREBY AGREE AS FOLLOWS:

1. All capitalized terms used in this [State Name] Settlement Implementing Agreement have the meanings assigned to them in the Master Settlement Agreement, except as otherwise provided herein.

2. The Master Settlement Agreement, and each and every provision, term, and condition thereof, is incorporated into this [State Name] Settlement Implementing Agreement by this reference as if fully set forth herein.

3. [State Name] Class Counsel, the Attorney General of the State of [State Name], and the Settling Defendants agree to use their reasonable best efforts to implement the Master Settlement Agreement in the State of [State Name] by carrying out the terms of the Master Settlement Agreement and this [State Name] Settlement Implementing Agreement.

4. This Court has jurisdiction over the subject matter of this action and over the Settling Parties for the purposes of carrying out this [State Name] Settlement Implementing Agreement.

5. The Settling Parties consent, under the terms and conditions set forth in the Master Settlement Agreement, to the certification, for settlement purposes only, of a [State Name] Consumer Settlement Class defined as

All natural persons (excluding the Released Parties) who purchased Indirect Vitamin Products for use or consumption by themselves and/or others and not for resale in any form, and who: (i) are residents of the State of [State Name]; and (ii) purchased Indirect Vitamin Products from within one or more of the Settling States at any time during the Relevant Period.

6. The Settling Parties consent, under the terms and conditions set forth in the Master Settlement Agreement, to the certification, for settlement purposes only, of a [State Name] Commercial Settlement Class defined as

All persons or entities (excluding Government Entities and the Released Parties) that made any [State Name] Qualifying Purchase during the Relevant Period.

7. For the purposes of this [State Name] Settlement Implementing Agreement, a "[State Name] Qualifying Purchase" means a purchase of Indirect Vitamin Products for resale, for incorporation into another product or products for resale, or for use in the manufacture, processing, or development of another product (including the feeding of an animal) for resale, where such purchase was: (a) by a purchaser in [State Name]; or (b) from a seller in [State Name]; or (c) delivered by or on behalf of the seller to the purchaser in [State Name] if the purchaser's principal place of business was in [State Name]; provided that such purchase was not made directly from any entity on Schedule E to the Master Settlement Agreement; and further provided that such purchase was not a California Purchase.

8. In consideration of the releases and other promises set forth in the Master Settlement Agreement, the Settling Defendants shall make, at the times and subject to the terms, conditions, and reductions set forth in the Master Settlement Agreement, the following payments: (a) \$ _____ to the Consumer Class Escrow Account, which payment is to be held in the sub-account established and administered in accordance with the Master Settlement Agreement for the benefit of the [State Name] Consumer Settlement Class; (b) \$ _____ to the [State Name] State Economic Impact Fund Escrow Account, which payment is to be held in the sub-account

established and administered in accordance with the Master Settlement Agreement for the benefit of businesses and/or consumers in the State of [State Name]; (c) \$107,625,000 to the Commercial Class Escrow Account established and administered, on a multi-state basis, in accordance with the Master Settlement Agreement for the benefit of the Commercial Settlement Class members in all of the Settling States. In addition to and separate from the amounts set forth above, Settling Defendants agree to pay Class Counsel's attorneys' fees, subject to court approval, in an amount not to exceed 16.67 % of the sum of the amounts set forth above and the attorneys' fees provided for herein.

AGREED AND ENTERED INTO AS OF THIS ___ DAY OF _____, 2000.

**[STATE NAME ATTORNEY GENERAL
SIGNATURE]**

PLAINTIFFS' LEAD COUNSEL

By: _____

David Boies
Straus & Boies, LLP
10513 Braddock Road
Fairfax, Virginia 22032
on behalf of the [State Name] Settlement
Classes

**[STATE NAME CLASS COUNSEL
SIGNATURES]**

AVENTIS ANIMAL NUTRITION S.A.

By: _____

John M. Majoras
JONES, DAY, REAVIS & POGUE,
on behalf of Aventis Animal Nutrition S.A.

BASF CORPORATION

By: _____
Tyrone C. Fahner
MAYER, BROWN & PLATT,
on behalf of BASF Corporation

DAIICHI PHARMACEUTICAL CO., LTD.

By: _____
Michael L. Denger
GIBSON, DUNN & CRUTCHER, LLP,
on behalf of Daiichi Pharmaceutical Co., Ltd.

EISAI CO., LTD.

By: _____
D. Stuart Meiklejohn
SULLIVAN & CROMWELL,
on behalf of Eisai Co., Ltd.

**HOFFMANN-LA ROCHE INC. & ROCHE
VITAMINS INC.**

By: _____

Jacqueline Denning
ARNOLD & PORTER,
on behalf of Hoffmann-La Roche Inc. &
Roche Vitamins Inc.

TAKEDA CHEMICAL INDUSTRIES, LTD.

By: _____

Lawrence Byrne
SQUADRON, ELLENOFF, PLESENT
& SHEINFELD, LLP,
on behalf of Takeda Chemical Industries, Ltd.



SCHEDULE A¹

ARIZONA

*Richardson v. F. Hoffmann-La Roche Ltd. Hoffman-La Roche Inc., Roche Vitamins Inc., Rhone-Poulenc SA, Rhone-Poulenc Animal Nutrition, Inc. BASF AG, BASF Corp., Lonza, Inc., Lonza AG, Chinook Group Ltd., Chinook Group Inc., Ducoa LP, John Kennedy, Robert Samuelson, Lindell Hilling, J.L. "Pete" Fisher & Antonio Felix,
Case No. CV99-06005,
Filed in the Superior Court of Maricopa County on April 13, 1999.

PFFJ, Inc. v. F. Hoffmann-La Roche Ltd. Hoffmann-La Roche Inc., Roche Vitamins Inc., BASF AG, BASF Corporation, Chinook Group Ltd., Chinook Group, Inc., DuCoa LP., Aventis SA, Aventis Cropscience USA, Inc., Lonza AG, Lonza, Inc., Takeda Chemical Industries, Ltd., Eisai Co., Ltd., Does 1 -35,
Case No. CV2000-00947,
Filed in the Superior Court of Maricopa County on May 17, 1999 (Removed to Federal Court; pending in the United States District Court for the District of Columbia, MDL No. 1285).

DISTRICT OF COLUMBIA

*Giral v. F. Hoffmann-La Roche Ltd. Hoffmann-La Roche Inc., Roche Vitamins Inc., Rhone-Poulenc SA, Rhone-Poulenc Animal Nutrition Inc., BASF AG, BASF Corp., Lonza Inc., Lonza AG, Chinook Group Ltd., Chinook Group Inc., DuCoa LP, John Kennedy, Robert Samuelson, Lindell Hilling, J.L. "Pete" Fischer, Antonio Felix, Eisai Co. Ltd., Eisai USA Inc, Eisai Inc., Takeda Chemical Indus. Ltd., Takeda Vitamin & Food USA Inc., Takeda USA Inc., Merck KgaA, E. Merck, & EM Industries Inc.,
Case No. 98-CA-7467,
Filed in the Superior Court of the District of Columbia on September 30, 1998.

FLORIDA

*Garofolo v. F. Hoffmann-La Roche Ltd. Hoffmann-La Roche Inc., Roche Vitamins Inc., Rhone-Poulenc SA, Rhone-Poulenc Animal Nutrition, BASF AG, BASF Corp., Lonza Inc., Lonza AG, Chinook Group Inc., Chinook Group, Ltd., DuCoa LP, John Kennedy, Robert Samuelson, Lindell Hilling, J.L. "Pete" Fisher & Antonio Felix,
Case No. 99-010358 (07),
Filed in the Circuit Court for the 17th Judicial Circuit in and for Broward - Dade County on June 10, 1999.

Pardell v. F. Hoffmann-La Roche Ltd. Hoffmann-La Roche Inc., Roche Vitamins Inc., Rhone-Poulenc SA, Rhone-Poulenc Animal Nutrition, BASF AG, BASF Corp., Lonza Inc., Lonza AG, Chinook Group Inc., Chinook Group Ltd., DuCoa LP, John Kennedy, Robert Samuelson, Lindell Hilling, J.L. "Pete" Fisher & Antonio Felix,
Case No. 99-05681-CA-23,

¹ The case in which the relevant Attorney General is to intervene pursuant to subparagraph III.B.2 of this Settlement Agreement is denoted by an asterisk ("*").

Filed in the Circuit Court of the 11th Judicial Circuit in and for Miami - Dade County on March 5, 1999.

KANSAS

*Todd v. F. Hoffmann-La Roche Ltd. Hoffmann-La Roche Inc., Roche Vitamins Inc., Rhone-Poulenc SA, Rhone-Poulenc Animal Nutrition Inc., BASF AG, BASF Corp., Lonza Inc., Lonza AG, Chinook Group Inc., Chinook Group Ltd., DuCoa LP, John Kennedy, Robert Samuelson, Lindell Hilling, J.L. "Pete" Fisher & Antonio Felix,
Case No. 98-C-4574,

Filed in the District Court of Wyandotte County on October 1, 1998; Consolidated in the Wyandotte County on November 10, 1999.

Cox d/b/a Steven Cox Assoc. v. F. Hoffmann-La Roche Ltd, Hoffmann-La Roche Inc., Roche Vitamins Inc., BASF AG, BASF Corporation, Chinook Group, Ltd., Chinook Group, Inc., Ducoa, LP, Aventis SA, Aventis Cropscience USA, Inc., Lonza AG, Lonza, Inc., Takeda Chemical Industries, Ltd., Eisai Co., Ltd., & Does 1 through 35,
Case No. 00-C-1890,

Filed in the District Court of Wyandotte County on May 18, 2000.

Mance v. Lonza AG, Lonza Inc, F. Hoffmann-La Roche Ltd, Hoffmann-La Roche Inc., Roche Vitamins Inc., Rhone-Poulenc SA, Rhone-Poulenc AG Co. Inc., Rhone-Poulenc Animal Nutrition Inc., BASF AG, BASF Corp., Chinook Group Ltd., Chinook Group Inc., DCV Inc., DuCoa LP & Does 1 - 100,

Case No. 99-C-07699,

Filed in the District Court of Johnson County on June 16, 1999; Consolidated in Wyandotte County on November 10, 1999.

Ingram v. F. Hoffmann-La Roche Ltd, Hoffmann-La Roche Inc., Roche Vitamins Inc., BASF AG, BASF Corp., Rhone-Poulenc SA, Rhone-Poulenc Animal Nutrition Inc., Rhone-Poulenc Inc., Lonza AG, Lonza Inc., Chinook Group Ltd., Chinook Group Inc., DCV Inc. & DuCoa LP,

Case No. 99-C-1663,

Filed in the 18th Judicial District Sedgwick County on June 3, 1999; Consolidated in Wyandotte County on November 10, 1999.

Beef Belt Feeders v. F. Hoffmann-La Roche Ltd, Hoffmann-La Roche Inc., Roche Vitamins Inc., Rhone-Poulenc SA, Rhone Poulenc Inc., Rhone-Poulenc Animal Nutrition, BASF AG, BASF Corp., Alusuisse Lonza Group Ltd., Lonza Inc., Chinook Group Ltd., Chinook Group Inc., John Kennedy, Robert Samuelson, DuCoa LP, Lindell Hilling, J.L. "Pete" Fisher, Antonio Felix, Lonza AG, Eisai Co. Ltd., Eisai USA Inc., Eisai Inc., Takeda Chem. Indus. Ltd., Takeda USA Inc., Takeda Vitamin & Food USA Inc., Merck KgaA, E. Merck, Daiichi Pharmaceutical Co. Ltd., Daiichi Fine Chemical Inc., Daiichi Pharmaceuticals Corp., Degussa-Huls AG, Degussa-Huls Corp., Degussa Corp., & Bioproducts Inc.,

Case No. CV00-C01,

Filed in the District Court of Scott County on January 5, 2000; Consolidated in Wyandotte County on November 10, 1999.

Premier Pork, Inc. v. F. Hoffmann-La Roche Ltd. Hoffmann-La Roche Inc., Roche Vitamins Inc., Rhone-Poulenc SA, Rhone Poulenc Inc., Rhone-Poulenc Animal Nutrition Inc., BASF AG, BASF Corp., Alusuisse Lonza Group Ltd., Lonza Inc., Chinook Group Ltd., Chinook Group Inc., John Kennedy, Robert Samuelson, DuCoa LP, Lindell Hilling, J.L. "Pete" Fisher, Antonio Felix, Lonza AG, Eisai Co. Ltd., Eisai USA Inc., Eisai Inc., Takeda Chem. Indus. Ltd., Takeda USA Inc., Takeda Vitamin & Food USA Inc., Merck KgaA, E. Merck, Daiichi Pharmaceutical Co. Ltd., Daiichi Fine Chemical Inc., Daiichi Pharmaceuticals Corp., Degussa-Huls AG, Degussa-Huls Corp., Degussa Corp. & Bioproducts Inc.,

Case No. CV00-C-4,

Filed in the District Court of Scott County on January 12, 2000; Consolidated in Wyandotte County on November 10, 1999.

Pratt Feeders LLC v. F. Hoffmann-La Roche Ltd. Hoffmann-La Roche Inc., Roche Vitamins Inc., BASF AG, BASF Corp., Rhone-Poulenc SA, Rhone-Poulenc Animal Nutrition Inc., DuCoa LP, Chinook Group Ltd., Chinook Group Inc., Lonza AG, Lonza Inc., Eisai Co. Ltd., Eisai USA Inc., Takeda Chem. Indus. Ltd., Takeda Vitamin & Food USA Inc., Takeda USA Inc., Merck KgaA, E. Merck & EM Industries Inc.,

Case No. 00-C-0011,

Filed in the District Court of Wyandotte County on January 3, 2000; Consolidated in the Wyandotte County on November 10, 1999.

MAINE

*Headrick v. F. Hoffmann-La Roche Ltd. Hoffmann-La Roche Inc., Roche Vitamins Inc., Rhone-Poulenc SA, Rhone-Poulenc Animal Nutrition Inc., BASF AG, BASF Corp., Lonza Inc., Lonza AG, Chinook Group Inc., Chinook Group, Ltd., DuCoa LP, John Denedy (sic), Robert Samuelson, J.L. "Pete" Fisher, & Antonio Felix,

Docket No. CV-99-148,

Filed in the Superior Court of Cumberland County on March 8, 1999.

Semba v. Lonza AG, Lonza Inc., Hoffmann-La Roche Inc., Roche Vitamins Inc., Rhone-Poulenc AG Co. Inc., Rhone-Poulenc Animal Nutrition Inc., BASF Corp, Chinook Group Inc. & DuCoa LP,

Case No. CV-99-50,

Filed in the Superior Court of Hancock County on July 26, 1999.

MICHIGAN

*Bascomb/Addison v. F. Hoffmann-La Roche Ltd. Hoffmann-La Roche Inc., Roche Vitamins Inc., Rhone-Poulenc SA, Rhone Poulenc Inc., Rhone-Poulenc Animal Nutrition, Inc., BASF AG, BASF Corporation, Alusuisse Lonza Group Ltd., Lonza AG, Lonza Inc., Eisai Co. Ltd., Eisai USA Inc., Eisai Inc., Takeda Chemical Indus. Ltd., Takeda USA Inc., Takeda Vitamin & Food USA Inc., Merck KgaA, E. Merck, EM Industries Inc., Daiichi Pharmaceutical Co. Ltd., Daiichi Fine Chemical Inc., Daiichi Pharmaceuticals Corp., Sumitomo Chemical Co. Ltd., Sumitomo Chemical America Inc., Tanabe Seivaku Co. Ltd., Tanabe USA Inc., Chinook Group Ltd., Chinook Group Inc., Cope Investments, John Kennedy, Robert Samuelson, DuCoa LP, Lindell Hilling, J.L.

"Pete" Fisher, Antonio Felix, DCV Inc., Bioproducts Inc., Mitsui & Co. USA Inc., Mitsui & Co. Ltd., Akzo Nobel Inc., Akzo Nobel NV, UCB Pharma Inc., UCB SA, Degussa-Huls AG, Degussa-Huls Corp., Degussa Corp., Reilly Industries Inc., Reilly Chemicals SA, Nepera Inc., & Does 1-50,
Case Nos. 99-906364CZ and 99-917982NZ,
Filed in the Circuit Court for the County of Wayne on March 11, 1999 and June 10, 1999.

Neu v. F. Hoffman-La Roche Ltd. BASF AG, Rhone-Poulenc SA, DCV, Inc., Lonza AG, Chinook Group Ltd.,
Case No. 99-66219CZ,
Filed in the Circuit Court for the County of Genesee on September 2, 1999.

MINNESOTA

*DeNardi v. F. Hoffmann-La Roche Ltd, Hoffmann-La Roche Inc., Roche Vitamins Inc., Rhone-Poulenc Animal Nutrition Inc., Rhone-Poulenc Inc., Rhone-Poulenc SA, BASF AG, BASF Corp., Lonza Inc., Lonza AG, Chinook Group Inc., Chinook Group Ltd., DuCoa LP, John Kennedy, Robert Samuelson, Lindell Hilling, J.L. "Pete" Fisher, Antonio Felix & Does 1-50,
Case No. 99-3123,
Filed in the 4th Judicial District Hennepin County District Court on March 5, 1999;
Consolidated in the 2nd Judicial District, Ramsey County District Court, Case No. C2-00-1800 on July 25, 2000.

Murr v. F. Hoffmann-La Roche Ltd, Hoffmann-La Roche Inc., Roche Vitamins Inc., Rhone-Poulenc SA, Rhone-Poulenc Animal Nutrition Inc., Rhone-Poulenc AG Co. Inc., BASF AG, BASF Corp., Lonza AG, Lonza Inc., Chinook Group Ltd., Chinook Group Inc., DCV Inc. & DuCoa LP,
Case No. 19-C9-99-9673,
Filed in the 1st Judicial District Dakota County District Court on September 29, 1999;
Consolidated in the 2nd Judicial District, Ramsey County District Court, Case No. C2-00-1800 on July 25, 2000.

Big Valley Milling Co. v. F. Hoffmann-La Roche Ltd, Hoffmann-La Roche Inc., Roche Vitamins Inc., Rhone-Poulenc Animal Nutrition Inc., Rhone-Poulenc Inc., Rhone-Poulenc SA, BASF AG, BASF Corp., Lonza Inc., Lonza AG, Chinook Group Inc., Chinook Group Ltd., DuCoa LP, & DCV Inc.,
Case No. C1-99-405(PAN),
Filed in the 8th Judicial Circuit Chippewa County District Court on September 13, 1999;
Consolidated in the 2nd Judicial District, Ramsey County District Court, Case No. C2-00-1800 on July 25, 2000.

Custom Nutrition, Inc. v. F. Hoffmann-La Roche Ltd, Hoffmann-La Roche Inc., Roche Vitamins Inc., Rhone-Poulenc Animal Nutrition Inc., Rhone-Poulenc Inc., Rhone-Poulenc SA, BASF AG, BASF Corp., Lonza Inc., Lonza AG, Chinook Group Inc., Chinook Group Ltd., DuCoa LP & DCV Inc.,
Case No. 34-C4-99-001274(DMS),

Filed in the 8th Judicial District Kandiyohi County District Court on September 13, 1999; Consolidated in the 2nd Judicial District, Ramsey County District Court, Case No. C2-00-1800 on July 25, 2000.

Form-A-Feed, Inc. v. Akzo Nobel Inc., Akzo Nobel NV, BASF AG, BASF Corp., Bioproducts Inc., Chinook Group Ltd., Chinook Group Inc., Conagra, Inc., Daiichi Pharmaceutical Co. Ltd., Daiichi Fine Chemicals, Inc., Daiichi Pharmaceutical Corp., DCV Inc., Degussa AG, Degussa, Inc., Ducoa LP, El Dupont Du Nemours & Co., Eisai Co. Ltd., Eisai, Inc., F. Hoffmann-La Roche Ltd, Hoffmann-La Roche Inc., Lonza AG, Lonza Inc., Mitsui & Co. Ltd., Mitsui & Co. Inc., Reilly Indus. Inc., Reilly Chemicals SA, Rhone-Poulenc SA, Rhone-Poulenc Animal Nutrition Inc., Takeda Chem. Indus. Ltd., Takeda Vitamin & Food USA Inc., Takeda USA Inc., UCB SA, UCB Inc. & DOES 1-50.

Case No. 43-C0-99-000856,

Filed in the 1st Judicial District McCleod County District Court on November 16, 1999; Consolidated in the 2nd Judicial District, Ramsey County District Court, Case No. C2-00-1800 on July 25, 2000.

Holden Farms, Inc., v. F. Hoffmann La Roche Ltd, Hoffmann-La Roche Inc., Roche Vitamins Inc., BASF AG, BASF Corporation, Chinook Group Ltd., Chinook Group, Inc., DuCoa LP, Aventis SA, Aventis Cropscience USA Inc., Lonza AG, Lonza, Inc., Takeda Chemical Industries Ltd., Eisai Co. Ltd., Does 1- 35.

File No. MC 00-007231,

Filed in the 4th Judicial District Hennepin County District Court on May 31, 2000. Consolidated in the 2nd Judicial District, Ramsey County District Court, Case No. C2-00-1800 on July 25, 2000.

Christensen Farms & Feedlots, Inc. v. F. Hoffmann-La Roche Ltd, Hoffmann-La Roche Inc., Roche Vitamins Inc., BASF AG, BASF Corp., Rhone-Poulenc SA, Rhone-Poulenc Animal Nutrition Inc., Chinook Group Ltd., Chinook Group Inc., Lonza AG, Lonza Inc., DCV Inc., Ducoa LP, Daiichi Pharmaceutical Co. Ltd., Daiichi Pharmaceutical Corp., Daiichi Fine Chemicals Inc., Eisai Co. Ltd., Eisai Inc., Takeda Chem. Indus. Inc. and Takeda Vitamin & Food USA Inc.,

Filed in the 5th Judicial District Brown County District Court on March 9, 2000; Consolidated in the 2nd Judicial District, Ramsey County District Court, Case No. C2-00-1800 on July 25, 2000.

NEW MEXICO

Budagher, et al. v. F. Hoffmann-La Roche Ltd, Hoffmann-La Roche Inc., Roche Vitamins Inc., Rhone-Poulenc SA, Rhone-Poulenc Inc., Rhone-Poulenc Animal Nutrition, Inc., BASF AG, BASF Corp., Alusuisse Lonza Group Ltd., Lonza Inc., Chinook Group Ltd., Chinook Group Inc., Cope Investments, John Kennedy, Robert Samuelson, Ducoa LP, Lindell Hilling, J.L. "Pete" Fischer, Antonio Felix, Lonza AG, Eisai Co. Ltd., Eisai USA Inc., Eisai, Inc., Takeda Chem. Indus. Ltd., Takeda USA Inc., Takeda Vitamin & Food USA Inc., Merck KgaA, E. Merck, EM Industries Inc., Daiichi Pharmaceutical Co. Ltd., Daiichi Fine Chemicals, Inc., Daiichi Pharmaceuticals Corp., Sumitomo Chem. Co. Ltd., Sumitomo Chem. America Inc., Tanabe Seivaku Co. Ltd., Tanabe USA Inc.,

Degussa-Huls AG, Degussa-Huls Corp, Degussa Corp., Reilly Indus. Inc., Reilly Chems. SA, Nepera Inc. Ltd., DCV Inc., Inc., Bioproducts Ltd., Mitsui & Co. USA Inc., Mitsui & Co. Ltd., Akzo Nobel Inc., Akzo Nobel NV, UCB Pharma Inc. & UCB SA
Case No. CV-99-05882,
Filed in the 2nd Judicial District, County of Bernalillo on June 9, 1999.

*Currens v. Lonza AG, Lonza Inc. F. Hoffmann-La Roche Ltd, Hoffmann-La Roche Inc., Roche Vitamins Inc., Rhone-Poulenc SA, Rhone-Poulenc Animal Nutrition, BASF Corp., BASF AG, Chinook Group Inc, Chinook Group Ltd., DuCoa LP, Eisai Co. Ltd., Eisai USA Inc, Eisai Inc, Takeda Chemical Indus. Ltd., Takeda Vitamin & Food USA Inc, Merck KGaA, E. Merck, EM Indus. Inc, Lindell Hilling, J.L. "Pete" Fischer, Antonio Felix,
Case No. D-0101-CV-00099,
Filed in the 2nd Judicial District, County of Albuquerque on June 10, 1999; Consolidated in the 2nd Judicial District on September 8, 1999.

King v. Rhone-Poulenc Inc., Hoffmann-La Roche Inc., Roche Vitamins Inc., BASF Corp., Lonza Inc., DuCoa LP, Rhone-Poulenc Animal Nutrition, Chinook Group Inc., Rhone-Poulenc SA, F. Hoffmann-La Roche Ltd., BASF AG, Chinook Group Ltd., Lonza AG,
Case No. D-0101-CV-0009901408,
Filed in the 2nd Judicial District, County of Santa Fe on June 14, 1999; Consolidated in the 2nd Judicial District on September 8, 1999.

Morales v. Lonza AG, Lonza Inc, Hoffmann-La Roche Inc., Roche Vitamins Inc., Rhone-Poulenc AG Co. Inc., Rhone-Poulenc Animal Nutrition, BASF Corp., Chinook Group Inc., & DuCoa LP,
Case No. D-0101-CV-0009901558,
Filed in the 2nd Judicial District, County of Santa Fe on June 29, 1999; Consolidated in the 2nd Judicial District on September 8, 1999.

Villejos v. Lonza AG, Lonza Inc, Hoffmann-La Roche Inc., Roche Vitamins Inc., Rhone-Poulenc AG Co. Inc., Rhone-Poulenc Animal Nutrition, BASF Corp., Chinook Group Inc. & DuCoa LP,
Case No. D-0101-CV-00099,
Filed in the 2nd Judicial District, County of Santa Fe on June 29, 1999; Consolidated in the 2nd Judicial District on September 8, 1999.

NEW YORK

*Scanlan v. F. Hoffmann-La Roche Ltd, Hoffmann-La Roche Inc., Roche Vitamins Inc., Rhone-Poulenc SA, Rhone-Poulenc Animal Nutrition, Inc., BASF AG, BASF Corporation, Lonza Inc., Lonza AG, Chinook Group Inc, Chinook Group Ltd., John Kennedy, Robert Samuelson, Lindell Hilling, J.L. "Pete" Fisher, Antonio Felix & DuCoa LP,
Index No. 1237/99,
Filed in the Supreme Court County of Albany on March 4, 1999.

Batchelder v. F. Hoffmann-La Roche Ltd. Hoffmann-La Roche Inc.. Roche Vitamins Inc.. BASF AG. BASF Corp. Rhone-Poulenc SA. Rhone-Poulenc Animal Nutrition. Inc.. Rhone-Poulenc Inc.. Lonza Inc. Lonza AG. Chinook Group Inc. Chinook Group Ltd.. DCV Inc.. DuCoa LP & Does 1-300.

Index No. 99/602737,

Filed in the Supreme Court County of New York on June 4, 1999; Consolidated with Scanlan, Index No. 1237/99, in the Supreme Court County of Albany.

Drug Mart Pharmacy Corp. v. F. Hoffmann-La Roche Ltd. Hoffmann-La Roche Inc.. Roche Vitamins Inc.. Rhone-Poulenc SA. Rhone-Poulenc Animal Nutrition. Inc.. BASF AG. BASF Corp. Lonza Inc. Lonza AG. Chinook Group Inc. Chinook Group Ltd.. DuCoa LP. John Kennedy. Robert Samuelson. Lindell Hilling. JL "Pete" Fischer & Antonio Felix.

Index No. 99/14537,

Filed in the Supreme Court Kings County on April 27, 1999; Consolidated with Scanlan, Index No. 1237/99, in the Supreme Court County of Albany.

Isquith v. F. Hoffmann-La Roche Ltd. Hoffmann-La Roche Inc.. Roche Vitamins Inc.. BASF AG. BASF Corp.. Rhone-Poulenc SA. & Rhone-Poulenc Animal Nutrition Inc..

Index No. 18043/99,

Filed in the Supreme Court Kings County on May 24, 1999; Consolidated with Scanlan, Index No. 1237/99, in the Supreme Court County of Albany.

Paness v. BASF Corp. Hoffmann-La Roche Inc.. Roche Vitamins Inc.. DuCoa LP. Rhone-Poulenc Inc.. Rhone-Poulenc Animal Nutrition Inc.. Lonza Inc.. DeGussa Corp.. Chinook Group Inc. & John Does 1-10.

Index No. 99/602740,

Filed in the Supreme Court County of New York on June 4, 1999; Consolidated with Scanlan, Index No. 1237/99, in the Supreme Court County of Albany.

Rubin v. Hoffmann-La Roche Inc.. Roche Vitamins Inc.. Rhone-Poulenc Inc.. Rhone-Poulenc Animal Nutrition. Inc.. BASF Corp. Lonza Inc.. Chinook Group Inc. DeGussa Corp.. Chinook Group Inc.. and John Does 1-10.

Index No. 99/11180,

Filed in the County of New York on June 4, 1999; Consolidated with Scanlan, Index No. 1237/99, in the Supreme Court County of Albany.

Rubino v. F. Hoffmann-La Roche Ltd. Hoffmann-La Roche Inc.. Roche Vitamins Inc.. Rhone-Poulenc SA. Rhone-Poulenc Animal Nutrition. Inc.. BASF AG. BASF Corp.. Lonza Inc. Lonza AG. Chinook Group Inc. Chinook Group Ltd.. DuCoa LP. John Kennedy. Robert Samuelson. Lindell Hilling. JL "Pete" Fischer & Antonio Felix.

Index No. 99/11344,

Filed in the Supreme Court Richmond County on April 9, 1999; Consolidated with Scanlan, Index No. 1237/99, in the Supreme Court County of Albany.

NORTH CAROLINA

*Nicholson v. F. Hoffmann-La Roche Ltd, Hoffmann-La Roche Inc., Roche Vitamins Inc., Rhone-Poulenc SA, Rhone-Poulenc Animal Nutrition, Inc., BASF AG, BASF Corp., Lonza Inc, Lonza AG, Chinook Group Ltd., Chinook Group Inc, DuCoa LP, John Kennedy, Robert Samuelson, Lindell Hilling, J.L. "Pete" Fischer & Antonio Felix,
Case No. 99-CVS-3592,
Filed in the County of Mecklenburg General Court of Justice, Superior Court Division on March 5, 1999.

Picos, et al. v. Lonza AG, Lonza Inc, Hoffmann-La Roche Inc., Roche Vitamins Inc., Rhone-Poulenc, Inc., Rhone-Poulenc Animal Nutrition, Inc., BASF Corp., Chinook Group Inc. & DuCoa LP,
Case No. 99-CVS-5035,
Filed in the Cumberland County General Court of Justice, Superior Court Division on July 20, 1999.

NORTH DAKOTA

*O'Neill v. F. Hoffmann-La Roche Ltd, Hoffmann-La Roche Inc., Roche Vitamins Inc., Rhone-Poulenc SA, Rhone-Poulenc Animal Nutrition Inc., BASF AG, BASF Corp., Lonza AG, Lonza, Inc, Chinook Group Inc, Chinook Group Ltd., DuCoa LP, John Kennedy, Robert Samuelson, Lindell Hilling, J.L. "Pete" Fischer, Antonio Felix, Eisai Co. Ltd., Eisai USA Inc., Takeda Chem, Industries Ltd., Takeda Vitamin & Food USA, Merck KgaA, E. Merck & EM Industries Inc.,
Case No. 99-C-1673,
Filed in the South Central Judicial District Burleigh County District Court on May 21, 1999.

Tokach Angus Ranch v. F. Hoffmann-La Roche, Ltd., Hoffmann-La Roche Inc., Roche Vitamins Inc., BASF AG, BASF Corporation, Chinook Group, Ltd., Chinook Group, Inc., DuCoa, LP, Aventis SA, Aventis Cropschience USA, Inc., Lonza AG, Lonza Inc., Takeda Chemical Industries, Ltd., Takeda Vitamin & Food USA, Inc., Eisai Co., Ltd., Eisai U.S.A. Inc., Eisai Inc., and Does 1-35,
Filed in the Morton County District Court South Central Judicial District on June 30, 2000.

SOUTH DAKOTA

*Chaffee v. F. Hoffmann-La Roche Ltd, Hoffmann-La Roche Inc, Roche Vitamins Inc, Rhone-Poulenc SA, Rhone-Poulenc Animal Nutrition, BASF AG, BASF Corp., Lonza Inc., Lonza AG, Chinook Group Inc., Chinook Group Ltd., DuCoa LP, John Kennedy, Robert Samuelson, Lindell Hilling, J.L. "Pete" Fischer, Antonio Felix, Eisai Co. Ltd., Eisai USA Inc, Eisai Inc, Takeda Chem, Indus. Ltd., Takeda Vitamin & Food USA Inc, Takeda USA Inc, Merck KgaA, E Merck & EM Indus. Inc.,
Court No. 99-221,
Filed in the 8th Judicial Circuit County of Meade on June 25, 1999.

D&D Farms and Azdak, Inc. v. F. Hoffmann-La Roche Ltd., Hoffmann-La Roche Inc., Roche Vitamins Inc., BASF AG, BASF Corporation, Chinook Group Ltd., Chinook Group, Inc., DuCoa, LP, Aventis SA, Aventis Cropscience USA, Inc., Lonza AG, Lonza Inc., Takeda Chemical Industries, Ltd., Eisai Co., Ltd., Does 1 - 35,
Filed in the 6th Judicial Circuit County of Hughes on June 1, 2000 (Removed to Federal Court; pending in the United States District Court for the District of Columbia, MDL No. 1285).

TENNESSEE

*McCambell v. F. Hoffmann-La Roche Ltd, Hoffmann-La Roche Inc., Roche Vitamins Inc., Rhone-Poulenc SA, Rhone-Poulenc Animal Nutrition, BASF AG, BASF Corp., Lonza Inc., Lonza AG, Chinook Group Inc., Chinook Group Ltd., DuCoa LP, John Kennedy, Robert Samuelson, Lindell Hilling, J.L. "Pete" Fisher & Antonio Felix,
Case No. 16-628,
Filed in the Circuit Court for Jefferson County on April 1, 1999.

Panitz v. Lonza AG, Lonza Inc, Hoffmann-La Roche Inc., Roche Vitamins Inc., Rhone-Poulenc Inc., Rhone-Poulenc Animal Nutrition Inc., BASF Corp., Chinook Group Inc., DuCoa LP & Does 1 - 100,
Case No. 302829-8TD,
Filed in the Circuit Court for Shelby County on June 17, 1999.

WEST VIRGINIA

Anile Pharmacy, Inc. v. Hoffmann-La Roche Inc., Roche Vitamins Inc., F. Hoffmann-La Roche Ltd., Rhone-Poulenc Inc, Rhone-Poulenc Animal Nutrition, Rhone-Poulenc SA, BASF Corp, BASF AG, Lonza Inc, Eisai Co. Ltd., Eisai USA Inc., Eisai Inc., Takeda Chem. Indus. Ltd., Takeda Vitamins & Food USA Inc., Takeda USA Inc., Merck KgaA E. Merck, EM Indus. Inc, Chinook Group Inc, DCV Inc, DuCoa LP, Akzo Nobel NV, Akzo Nobel Inc, Daiichi Pharmaceutical Co. Ltd., Bioproducts Inc, Degussa-Huls AG, Degussa Corp., Reilly Chemicals SA & Vitachem Co.,
Case No. 99-C-135RIS,
Filed in the Circuit Court of Hancock County on June 23, 1999.

*Archer v. F. Hoffmann-La Roche, Ltd, Hoffmann-La Roche Inc., Roche Vitamins Inc., Rhone-Poulenc Animal Nutrition Inc., Rhone-Poulenc SA, BASF AG, BASF Corp., Lonza Inc., Lonza AG, Chinook Group Inc., Chinook Group Ltd., DuCoa LP, John Kennedy, Robert Samuelson, Lindell Hilling, J.L. "Peter" Fisher, Antonio Felix & Does 1 - 50,
Case No. 99-C-327,
Filed in the Circuit Court of Kanawha County on February 4, 1999.

WISCONSIN

*Westlake v. F. Hoffmann-La Roche Ltd, Hoffmann-La Roche Inc., Roche Vitamins Inc., Rhone-Poulenc Animal Nutrition Inc., Rhone-Poulenc SA, BASF AG, BASF Corp., Lonza Inc, Lonza AG, Chinook Group Inc, Chinook Group Ltd., DuCoa LP, John Kennedy, Robert Samuelson, Lindell Hilling, J.L. "Pete" Fisher & Antonio Felix,

Case No. 98-CV-7792,
Filed in the Milwaukee County Circuit Court on October 5, 1998; Consolidated in
Circuit Court for Milwaukee County under Case No. 98-CV-7792.

Kluz. et al. v. BASF AG. BASF Corp., F. Hoffmann-La Roche Ltd. Hoffmann-La Roche
Inc., Roche Vitamins Inc., Rhone-Poulenc SA. Rhone-Poulenc Animal Nutrition Inc.,
Lonza AG. Lonza Inc., Degussa AG. Degussa Corp., DuCoa LP. Chinook Group Ltd.,
Chinook Group Inc., DuPont de Neumours & Company, Conagra, Inc., DCV, Inc.,
Antonio Felix, John "Pete" Fischer, Lindell Hilling, John Kennedy, & Robert
Samuelson.

Case No. 99-CV-194,
Filed in the Dodge County Circuit Court on March 18, 1999; Consolidated in Circuit
Court for Milwaukee County under Case No. 98-CV-7792.

J&R Ventures v. BASF AG. BASF Corp., F. Hoffmann-La Roche Ltd. Hoffmann-La
Roche Inc., Roche Vitamins Inc., Rhone-Poulenc SA. Rhone-Poulenc Animal Nutrition
Inc., Lonza AG. Lonza Inc., Degussa-Huls AG. Degussa-Huls Corp., DuCoa LP,
Chinook Group Ltd., Chinook Group Inc., DuPont de Neumours & Company, Conagra,
Inc., DCV Inc., Antonio Felix, John "Pete" Fischer, Lindell Hilling, John Kennedy &
Robert Samuelson.

Case No. 99-CV-0745,
Filed in the Dane County Circuit Court on April 8, 1999; Consolidated in Circuit Court
for Milwaukee County under Case No. 98-CV-7792.

Krings v. Lonza AG. Lonza Inc. F. Hoffmann-La Roche Ltd. Hoffmann-La Roche Inc.,
Roche Vitamins Inc., Rhone-Poulenc SA. Rhone-Poulenc Inc., Rhone-Poulenc Animal
Nutrition Inc., BASF AG. BASF Corp. Chinook Group Ltd., Chinook Group Inc. DCV
Inc. DuCoa LP. & Does 1 - 100.

Case No. 99-CV-4701,
Filed in the Milwaukee County Circuit Court on June 11, 1999; Consolidated in Circuit
Court for Milwaukee County under Case No. 98-CV-7792.

Solocare Pharmaceuticals, Inc., et al. v. F. Hoffmann-La Roche Ltd. Hoffmann-La Roche
Inc., Roche Vitamins Inc., Rhone-Poulenc SA. Rhone-Poulenc Animal Nutrition Inc.,
BASF AG. BASF Corp., Lonza Inc., Lonza AG. Chinook Group Inc., Chinook Group
Ltd., DuCoa LP.

Case No. 99-CV-10091,
Filed in the Milwaukee County Circuit Court on December 14, 1999; Consolidated in
Circuit Court for Milwaukee County under Case No. 98-CV-7792.

West Bend Elevator, Inc. v. F. Hoffmann-La Roche Ltd. Hoffmann-La Roche Inc., Roche
Vitamins Inc., Rhone-Poulenc SA. Rhone-Poulenc Animal Nutrition Inc., BASF AG,
BASF Corp. Lonza Inc., Lonza AG. Chinook Group Inc. Chinook Group Ltd., DCV Inc.
& DuCoa LP.

Case No. 00-CV-0016,
Filed in the Washington County Circuit Court on January 7, 2000; Consolidated in
Circuit Court for Milwaukee County under Case No. 98-CV-7792.

Uphoff Ham & Bacon Farm. et al. v. F. Hoffmann-La Roche Ltd. Hoffmann-La Roche Inc., Roche Vitamins Inc., BASF AG, BASF Corporation, Chinook Group Ltd., Chinook Group, Inc., DuCoa. LP, Aventis SA, Aventis Cropscience USA, Inc., Lonza AG, Lonza Inc., Takeda Chemical Industries, Ltd., Eisai Co., Ltd., Does 1 - 35,

Case No. 00-CV-1535,

Filed in the Dane County Circuit Court on June 7, 2000.

Bay Lakes Cooperative and M&P Feeds v. Hoffmann-La Roche Inc., Roche Vitamins Inc., F. Hoffmann-La Roche Ltd, Rhone-Poulenc Inc., Rhone-Poulenc Animal Nutrition Inc., Rhone-Poulenc S.A., BASF Corporation, BASF AG, Eisai Co., Ltd, Eisai U.S.A., Inc., Eisai Inc., Takeda Chemical Industries, Ltd, Takeda Vitamin & Food USA, Inc., Takeda U.S.A., Inc., Merck KgaA, E. Merck, EM Industries, Inc., Daiichi Pharmaceutical Co., Ltd, Daiichi Fine Chemicals, Inc., Daiichi Pharmaceuticals Corporation, Sumitomo Chemical Co., Ltd, Sumitomo Chemical America, Inc., Tanabe Seiyaku Company, Ltd, Tanabe U.S.A., Inc., Alusuisse Lonza Group Ltd, Lonza AG, Lonza Inc.,

Case No. 00-CV-006483

Filed in the Milwaukee County Circuit Court on August 4, 2000.



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ALLEN S. WOODARD, PA

AMY F. SCARR, SC

BARNETT & ALLISON, PC

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BLOCK, CROUCH, KEETER & HUFFMAN, LLP

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CHARFOOS & CHRISTENSEN, PC

CHERNOV, STERN & KRINGS, S.C.

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FRANKOVITCH, ANETAKIS, COLANTONIO & SIMON

FREEDMAN, BOYD, DANIELS,
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HARVEY GREENFIELD, THE LAW FIRM OF

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PLAZA, DYKSTRA & PRAHL, LLP

HEINS, MILLS & OLSON, PLC

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JACKSON, TAYLOR, MARTINO, PC

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KNIGHT & GRIFFITH

LEA, CLYBURN & RHINE

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LEWIS, RICE & FINGERSH, LC

LIEBENBERG & WHITE

LOGAN LAW FIRM LLC

McLEOD LAW FIRM, THE

MEISSNER, TIERNEY, FISHER & NICHOLS, SC

MEREDITH, COHEN, GREENFOGEL & SKIRNICK

MILBERG, WEISS, BERSHAD, HYNES & LERACH

MILLER, FAUCHER, CAFFERTY & WEXLER, LLP

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MINER, BARNHILL & GALLAND, P.C.

MORMAN LAW FIRM, THE

MUCH, SHELIST, FREED, DENNENBERG,
AMENT, RUBENSTEIN & BELL

MURPHY'S LAW FIRM

O'MEARA, ECKERT, POUROS & GONRINF, LLP

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SCHMITZ, MOENCH & SCHMIDT

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SHARP LAW, LLC

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STEPHEN R. FELSON

STRAUS & BOIES, LLP (Plaintiffs' Lead Counsel)

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SUSAN LaCAVA, SC

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VON BRIESEN, PURTELL & ROPER

WALLACE, BRANTLEY & SHIRLEY

WALTERS, BENDER, STROHBEHN & VAUGHAN, PC

WATSON, JIMMERSON PC

WELLER, GREEN, McGOWN & TOUPS

WOLF POPPER, LLP

WOLF, HALDENSTEIN, ADLER, FREEMAN & HERZ LLP

YOUNGDAHL & SADIN, PC

ZIMMERMAN, REED P.L.L.P



SCHEDULE C

VITAMIN CONTENT PERCENTAGES

This schedule contains percentages designed to calculate the Vitamin Content Dollars from the dollar purchases of Indirect Vitamin Products. The Vitamin Content Dollars are an approximation of the economic value of the bulk vitamins contained in purchases of Indirect Vitamin Products.

<u>Products Purchased by Commercial Indirect Purchaser Class</u>	Vitamin Content Percentage
<u>Straight Bulk Vitamins and Premixes</u>	
Straight Bulk Vitamin Products	100.00
Vitamin Premixes (Animal)	60.00
Vitamin Premixes (Human)	50.00
<u>Animal Nutrition Channel</u>	
Vitamin-enhanced Cattle Feed - Base Mix only	6.70
Vitamin-enhanced Cattle Feed - Protein Supplement only	2.70
Vitamin-enhanced Cattle Feed	1.25
Vitamin-enhanced Poultry Feed	1.80
Vitamin-enhanced Complete Swine Feed	3.45
Vitamin-enhanced Swine Feed Base Mix	28.00
Vitamin-enhanced Pet Food Products	0.30
Vitamin-enhanced Equine Feed	0.50
Vitamin-enhanced Salmon Feed	11.00
Vitamin-enhanced Trout Feed	0.95
Vitamin-enhanced Catfish Feed	3.00
Live Cattle	0.20
Live Hogs	1.65

Live Turkeys	1.35
Live Chickens	0.85
Live Trout	0.25
Live Salmon	4.10
Live Catfish	0.85
Wholesale Beef Products	0.20
Wholesale Chicken Products	0.75
Wholesale Turkey Products	1.20
Wholesale Pork Products	1.00
Wholesale Trout Products	0.20
Wholesale Salmon Products	2.70
Wholesale Catfish Products	0.55
Wholesale Eggs	0.55
Wholesale Milk purchased in bulk	0.35
<u>Human Food/Beverage Channel</u>	
Breakfast Cereal	0.55
Margarine	0.55
Vitamin-enhanced Weight Loss Products	4.10
Vitamin-enhanced Juice and Drink Products	0.85
Vitamin-enhanced Bread and Flour	0.25
Vitamin-enhanced Milk	0.20
Baby Food	0.15
<u>Human Cosmetics Channel</u>	
Bottled Vitamin E Oil	75.00
Vitamin-enhanced Hair Care Products	0.15

<u>Human Pharma/Dietary Supplements Channel</u>	
Single Ingredient Vitamin Tablets	45.00
Multivitamin Tablets	20.00
Single Ingredient Vitamin Softgel Capsules - purchased in bulk directly from the encapsulator	78.00
Other Single Ingredient Vitamin Softgel Capsules	50.00
Multivitamin Softgel Capsules - purchased in bulk directly from the encapsulator	50.00
Other Multivitamin Softgel Capsules	35.00



SCHEDULE D

ESCROW AGREEMENT

This escrow agreement (the "Escrow Agreement") is entered into as of October __, 2000 by and among BASF Aktiengesellschaft, Daiichi Pharmaceutical Co., Ltd., Eisai Co., Ltd., Hoffmann-La Roche Inc., Roche Vitamins Inc., Aventis Animal Nutrition S.A. (formerly known as Rhone-Poulenc Animal Nutrition S.A.) and Takeda Chemical Industries Ltd. (collectively and severally, "Escrow Defendants" and each individually an "Escrow Defendant"), Plaintiffs' Lead Counsel ("PLC") in the Class Actions listed in Schedule A of the October 10, 2000 Settlement Agreement (the "Master Settlement Agreement" or "MSA"), on behalf of the class plaintiffs individually and the Settlement Classes, and the Settling States' Liaison Counsel on behalf of the Settling States, and Chase Manhattan Bank, as escrow agent (the "Escrow Agent").

WITNESSETH:

WHEREAS, on October 10, 2000, the Escrow Defendants entered into the Master Settlement Agreement with PLC and the Settling States, on behalf of consumer and commercial settlement classes, setting forth the terms and conditions of an agreement to settle and resolve the Class Actions and/or the parens patriae suits filed by the Attorneys General with finality as to the Escrow Defendants; and

WHEREAS, this agreement sets forth the terms and conditions of an escrow agreement with respect to certain funds to be deposited by the Escrow Defendants into escrow accounts and to be retained therein and distributed therefrom in accordance with the terms of the Master Settlement Agreement.

NOW, THEREFORE, the parties hereto agree as follows:

SECTION 1. *Appointment of Escrow Agent.*

Escrow Defendants, PLC and the Settling States hereby appoint the Escrow Agent to act as escrow agent on the terms and conditions set forth herein, and the Escrow Agent hereby accepts such appointment on such terms and conditions.

SECTION 2. *Consumer Settlement Class Escrow Account.*

(a) To the extent each Escrow Defendant shall, pursuant to paragraph VI.E.1 of the Master Settlement Agreement, severally deliver to the Escrow Agent its Settlement Percentage share of \$2,500,000.00, less any funds delivered

pursuant to Section 2(b) of the Escrow Agreement, (the sum of such payments being the "Consumer Class Initial Deposit"), the Escrow Agent shall deposit the Consumer Class Initial Deposit (including any portion thereof) into the account established for the Settling States for such purpose (the "Consumer Class Escrow Account") to be held and administered separate and apart from all other accounts in accordance with the terms of this Escrow Agreement. The Consumer Class Escrow Account shall be subdivided into twenty-three sub-accounts, one for each of the Settling States. The Escrow Agent shall divide the Consumer Class Initial Deposit among the sub-accounts of those Settling States, with funds to be allocated according to the State Settlement Percentage of each Settling State as set forth in Schedule ___ hereto.

(b) To the extent that the payment of the Consumer Class Settlement Fund may be accelerated in one or more of the Settling States pursuant to Section VIII of the Master Settlement Agreement, each Escrow Defendant may severally deliver to the Escrow Agent its Settlement Percentage share of the relevant Settling State's Settlement Percentage Share of \$2,500,000.00 pursuant to paragraph VIII.E.1 of the Master Settlement Agreement (the sum of such payments being the "Accelerated Consumer Class Initial Deposit"), the Escrow Agent shall deposit the Accelerated Consumer Class Initial Deposit (including any portion thereof) into the Consumer Class Escrow Account, in the sub-account established for the relevant Settling State, to be held and administered in accordance with the terms of this Escrow Agreement.

(c) To the extent each Escrow Defendant shall severally deliver to the Escrow Agent funds pursuant to paragraph VI.E.3(a) and 4 of the Master Settlement Agreement, less any payments made pursuant to Section 2(d) of the Escrow Agreement, (the sum of such payments being the "Consumer Class Final Deposit"), the Escrow Agent shall deposit the Consumer Class Final Deposit (including any portion thereof) into the sub-accounts of the Consumer Class Escrow Account (the Consumer Class Initial Deposit (or Accelerated Consumer Class Initial Deposit), the Consumer Class Final Deposit (or Accelerated Consumer Class Final Deposit) and any subsequent payments deposited into the Consumer Class Escrow Account, less any amounts charged against such funds as provided in this Escrow Agreement, being the "Consumer Class Settlement Fund"), with funds to be allocated according to the State Settlement Percentage of each Settling State.

(d) To the extent that each Escrow Defendant shall severally deliver to the Escrow Agent funds pursuant to paragraph VIII.E.2 of the Master Settlement Agreement (the sum of such payments being the "Accelerated Consumer Class Final Deposit"), the Escrow Agent shall deposit the Accelerated Consumer Class Final Deposit (including any portion thereof) into the relevant sub-account(s) of the Consumer Class Escrow Account.

SECTION 3. *Commercial Class Escrow Account.*

(a) To the extent each Escrow Defendant shall severally deliver to the Escrow Agent its Settlement Percentage share of \$2,500,000.00 pursuant to paragraph VI.E.1 of the Master Settlement Agreement (the sum of such payments being the "Commercial Class Initial Deposit"), the Escrow Agent shall deposit the Commercial Class Initial Deposit (including any portion thereof) into the escrow account established for such purpose (the "Commercial Class Escrow Account") to be held and administered separate and apart from all other accounts in accordance with the terms of this Escrow Agreement.

(b) To the extent each Escrow Defendant shall severally deliver to the Escrow Agent funds pursuant to paragraphs VI.E.2(b), 3 and 4 of the Master Settlement Agreement (the sum of such payments being the "Commercial Class Final Deposit"), the Escrow Agent shall deposit the Commercial Class Final Deposit (including any portion thereof) into the Commercial Class Escrow Account (the Commercial Class Initial Deposit, the Commercial Class Final Deposit and any other payments deposited into the Commercial Class Escrow Account, less any amounts charged against such funds as provided in this Escrow Agreement, being the "Commercial Class Settlement Fund").

SECTION 4. *State Economic Impact Fund.*

To the extent each Escrow Defendant shall severally deliver its Settlement Percentage share to the Escrow Agent funds pursuant to paragraphs VI.E.2(c) and 3 or Section VII of the Master Settlement Agreement (the sum of such payments being the "SEIF Deposit") or as provided in Section VII, the Escrow Agent shall deposit the SEIF Deposit (including any portion thereof) into the escrow account established for such purpose (the "SEIF Escrow Account") to be held and administered separate and apart from all other accounts in accordance with the terms of this Escrow Agreement.

SECTION 5. *Attorneys' Fee Fund.*

To the extent each Escrow Defendant shall severally deliver to the Escrow Agent its respective Fee Payment pursuant to paragraphs VI.E.2(d) and 3 of the Master Settlement Agreement (collectively, the "Attorneys' Fee Payments"), the Escrow Agent shall deposit the Attorneys' Fee Payments (including any portion thereof) into the separate escrow account established for such purpose (the "Attorneys' Fee Escrow Account") to be held and administered separate and apart from all other funds and accounts in accordance with the terms of this Escrow Agreement (the Attorneys' Fee Payments less any amounts charged against such funds in accordance with this Escrow Agreement, being the "Attorneys' Fee Fund").

SECTION 6. *Investment of Escrow Funds.*

(a) The Escrow Agent, at the joint written direction of PLC, Settling States' Liaison Counsel, and Escrow Defendants' counsel (who may designate in writing one or more Escrow Defendant's counsel to act on their behalf in this respect), shall invest and reinvest the Consumer Class Settlement Fund, the SEIF Escrow Account, the Commercial Class Settlement Fund and the Attorneys' Fee Fund (collectively, the "Escrow Funds") in either (i) obligations issued or guaranteed by the United States of America or its agencies or instrumentalities or (ii) a money market account managed by the Escrow Agent or any of its subsidiaries or affiliates with a stated investment objective of investing only in the foregoing obligations and certificates. In the absence of written direction, the Escrow Agent shall invest the Escrow Funds in [_____]. The Escrow Agent shall furnish PLC and each Escrow Defendant with a monthly statement reporting deposits made, interest earned, and disbursements made from Each Escrow Fund during the prior calendar month.

(b) Absent a failure to adhere to the investment limitations defined in Section 6(a) of this Escrow Agreement, (i) in no event shall the Escrow Agent be liable for the selection of investments or for investment losses incurred thereon; (ii) the Escrow Agent shall have no liability in respect of losses incurred as a result of the liquidation of any investment prior to its stated maturity; and (iii) the Escrow Agent shall not be liable for any losses resulting from any depreciation in the market value of any such investments. Any and all income earned on the Escrow Funds shall accrue to and become part of the Escrow Funds.

(c) The Escrow Funds shall each be a separate custody account, segregated from all other funds or accounts held by the Escrow Agent, and the Escrow Agent shall maintain all necessary and proper records to identify the Escrow Funds as separate and distinct from its general assets. The Escrow Agent shall maintain Bankers' Bond coverage for so long as it holds the Escrow Funds. The Escrow Agent shall not commingle the Escrow Funds with any other assets of the Escrow Agent, or of any other party.

SECTION 7. *Release of Escrow Funds.*

(a) The Escrow Agent shall deliver the Escrow Funds as directed by the joint written instruction of PLC, the Settling States' Liaison Counsel, and the Escrow Defendants' counsel who will also review and provide written approvals of the calculations made in accordance with this Section. Payments shall be made in such a way that there are at all times sufficient funds to cover the amounts necessary for payment of taxes or estimated taxes with respect to any interest or other income earned on the Funds, in accordance with Section 8 of this Escrow

Agreement and fees and expenses of the Escrow Agent allocable to such interest or income in accordance with subsection (b) of this section.

(b) For its services, the Escrow Agent shall receive fees in accordance with the Escrow Agent's fee schedule attached hereto as Exhibit A and shall be reimbursed for reasonable expenses, disbursements and advances incurred in connection with its activities hereunder (including the fees, expenses and disbursements of its counsel and of all persons not regularly in its employ). All such fees and expenses shall constitute a direct charge against the Escrow Funds and shall be allocated among the Escrow Funds in proportion to the amounts contributed to such funds pursuant to Sections 2 through 4 hereof (less any amounts disbursed therefrom). The Escrow Agent shall not debit the Escrow Funds for any such charge, however, until it has presented its statement to and received the written approval of Escrow Defendants' Counsel (who may designate in writing one or more of their members to act on their behalf in this respect), PLC, and Settling States' Liaison Counsel, which approval shall not be unreasonably withheld or delayed. In the event that Escrow Defendants' Counsel, PLC or Settling States' Liaison Counsel object in writing to any fees or expenses of the Escrow Agent, the Escrow Agent shall not debit the Escrow Funds for such fees or expenses other than (i) in accordance with a written agreement executed by each of the parties hereto or (ii) pursuant to Court order.

SECTION 8. *Qualified Settlement Fund.*

(a) Each of the parties to this Escrow Agreement intends that the Escrow Accounts be treated as a "qualified settlement fund" for federal income tax purposes pursuant to Treas. Reg. § 1.468B-1, and to that end the parties hereto shall cooperate with each other and shall not take any position in any filing or before any tax authority that is inconsistent with such treatment. At the written request of the Escrow Defendants, the Escrow Agent shall cause a "relation back election" as described in Treas. Reg. § 1.468B-1(j) to be made so as to enable the Escrow Accounts to be treated as a qualified settlement fund from the earliest date possible, and the Escrow Agent shall take all actions as may be necessary or appropriate to this end.

(b) It is intended that any taxes due as a result of income earned by the Escrow Account will be paid by the Escrow Agent exclusively from the Escrow Account. The Escrow Agent shall, with the consent of PLC, the Settling States' Liaison Counsel, and the Settling Defendants, which consent shall not be unreasonably withheld, select an accountant to be responsible for complying with tax filing, information reporting, withholding requirements and tax payments relating to the Escrow Account (the "Escrow Accountant"). The fees of the Escrow Accountant shall be paid by the Escrow Agent out of the Escrow Account upon receipt of an invoice submitted by the Escrow Accountant and approved by

PLC, the Settling States' Liaison Counsel and the Settling Defendants. The Escrow Agent shall comply with all written instruction regarding tax filing, information reporting, withholding requirements, tax payments, and reserves for taxes against the Escrow Account, which are presented to the Escrow Agent by the Escrow Accountant. All notices received by the Escrow Agent of any taxes due or relating to any tax information reporting and withholding requirements shall, upon receipt, be provided to the Escrow Accountant, PLC, the Settling States' Liaison Counsel, the Settling Defendants and the Settlement Administrator.

(c) To effectuate the terms of this Escrow Agreement, including without limitation paragraphs 8(a) and 8(b), the parties agree to join in applying for a taxpayer identification number for the Escrow Account as promptly as is necessary to effectuate such terms, but in no event later than ten (10) days after the date of the initial deposit of funds pursuant to Section 2 and Section 3 hereof.

SECTION 9. *Termination of Escrow Agreement.*

This Escrow Agreement (other than the Escrow Agent's right to indemnification in connection with any Loss incurred prior to Final Approval, set forth in Section 10 of this Escrow Agreement) shall terminate when the Escrow Agent shall have released from the Escrow Accounts all amounts pursuant to Section 7 hereof.

SECTION 10. *Escrow Agent.*

(a) The Escrow Agent shall have no duty or obligation hereunder other than to take such specific actions as are required of it from time to time under the provisions of this Escrow Agreement or to be a trustee for or have a fiduciary obligation to any party hereto, and it and its officers, directors, agents and employees shall incur no liability hereunder or in connection herewith other than as a result of its own bad faith, gross negligence or willful misconduct. No implied covenants or obligations shall be read into this Escrow Agreement against the Escrow Agent. The Escrow Agent shall not be bound in any way by any agreement or contract between Escrow Defendants, PLC and the Settling States (whether or not the Escrow Agent has knowledge thereof) and the only duties and responsibilities of the Escrow Agent shall be to hold and invest the Escrow Funds received hereunder and to release such Escrow Funds in accordance with the terms of this Escrow Agreement. Neither the Escrow Agent nor its officers shall be liable with respect to any error of judgment made in good faith or in respect to any action taken or omitted to be taken by it or them in good faith in accordance with any direction of any party given under this Escrow Agreement unless under the terms of the Escrow Agreement the Escrow Agent is only permitted to take such action or to omit to take action upon joint direction of the parties.

(b) The Escrow Agent shall not be responsible in any manner for the validity or sufficiency of any property delivered hereunder, or for the value or collectability of any note, check or other instrument so delivered, or of any representations made or obligations assumed by any party other than the Escrow Agent. Nothing herein shall be deemed to obligate the Escrow Agent to deliver any cash, instruments, documents or any other property referred to herein, unless the same shall have been first received by the Escrow Agent pursuant to the terms of this Escrow Agreement.

(c) The Escrow Defendants and PLC, on behalf of the Settlement Classes, jointly and severally agree to reimburse and indemnify the Escrow Agent and its officers, directors, agents, employees and representatives for, and to hold it harmless against, any claim, loss, liability or expense of whatever kind or nature regardless of their merit, including but not limited to reasonable attorneys' fees and expenses, incurred without bad faith or other than as a result of gross negligence or willful misconduct on the part of the Escrow Agent that arises directly or indirectly out of its acceptance of or the performance of its duties and obligations under this Escrow Agreement, as well as the costs and expenses of defending against any claim of such liability ("Loss"), except that (i) the liability of any Escrow Defendant shall be limited to the total amount of any funds delivered to the Escrow Agent by such Escrow Defendant pursuant to Sections 2 and 3 hereof and (ii) the liability of PLC shall be limited to the total amount of the Attorneys' Fee Fund. The provisions of this Section shall survive the disbursement of the Escrow Funds, the termination of this Escrow Agreement and the earlier removal or resignation of the Escrow Agent.

(d) The Escrow Agent shall be fully protected in acting on and relying upon any written notice, opinion, certificate, direction, request, waiver, consent, receipt or other paper that the Escrow Agent reasonably and in good faith believes to have been signed and presented by the proper party or parties and, if presented in connection with this Escrow Agreement, it believes to have been presented in accordance with the terms of this Escrow Agreement. The Escrow Agent shall not be bound to make any investigation into the facts or matters stated in any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, entitlement order, approval or other paper or document.

(e) The parties agree that, should any dispute arise with respect to the payment, ownership or right to possession of any amounts in the Escrow Accounts (or any of them), the Escrow Agent is authorized and directed to retain in its possession, without liability to anyone except in the event of its bad faith, willful misconduct or negligence, all or any part of the Escrow Funds until such dispute shall have been settled either by mutual agreement of the parties concerned or by a final order, decree or judgment of a court or other tribunal of competent jurisdiction in the United States. Nothing in the foregoing shall be construed to

require the Escrow Agent to institute, defend or become a party to any proceeding in any such court or tribunal.

(f) The Escrow Agent may resign at any time by giving written notice of resignation to the other parties hereto, but such resignation shall not become effective until a successor Escrow Agent, selected by the Escrow Defendants, PLC and the Settling States, shall have been appointed and shall have accepted such appointment in writing. If an instrument of acceptance by a successor Escrow Agent shall not have been delivered to the Escrow Agent within 30 days after the giving of such notice of resignation, the resigning Escrow Agent may petition any Court of competent jurisdiction for the appointment of a successor Escrow Agent (any costs incurred by the Escrow Agent pursuing its rights or obligations under this Section 10 will be assessed against each of the Consumer Class Settlement Fund, the SEIF Escrow Account, the Commercial Class Settlement Fund, and the Attorneys' Fees Fund in proportion to the respective amounts contributed to each pursuant to Sections 2, 3 and 4 hereof (less any amounts disbursed therefrom)).

SECTION 11. *Miscellaneous.*

(a) *Notices.* All notices under this Escrow Agreement shall be in writing, and each notice shall be given either by (a) hand delivery, (b) registered or certified mail, return receipt requested, postage pre-paid, (c) facsimile, or (d) Federal Express or similar overnight courier and, in each case, shall be addressed to the parties hereto at their addresses set forth on Exhibit B hereto or such other addresses as such parties may designate, from time to time, by giving notice to all parties hereto in the manner described in this paragraph.

(b) *Successors and Assigns.* The provisions of this Escrow Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

(c) *Governing Law.* This Escrow Agreement shall be construed in accordance with and governed by the laws of the [State of New York,] without regard to the conflicts of law rules of such state.

(d) *Jurisdiction and Venue.* The parties hereto irrevocably and unconditionally submit to the jurisdiction of the ADR Court, as that term is defined in the Master Settlement Agreement, for purposes of any suit, action or proceeding to enforce any provision of, or based on any right arising out of, this Escrow Agreement, and the parties hereto agree not to commence any such suit, action or proceeding except in the ADR Court. The parties hereto hereby irrevocably and unconditionally waive any objection to the laying of venue of any such suit, action or proceeding in the ADR Court and hereby further irrevocably



waive and agree not to plead or claim in the ADR Court that any such suit, action or proceeding has been brought in an inconvenient forum.

(e) *Definitions.* Terms used herein that are defined in the Master Settlement Agreement are, unless otherwise defined herein, used in this Escrow Agreement as defined in the Master Settlement Agreement.

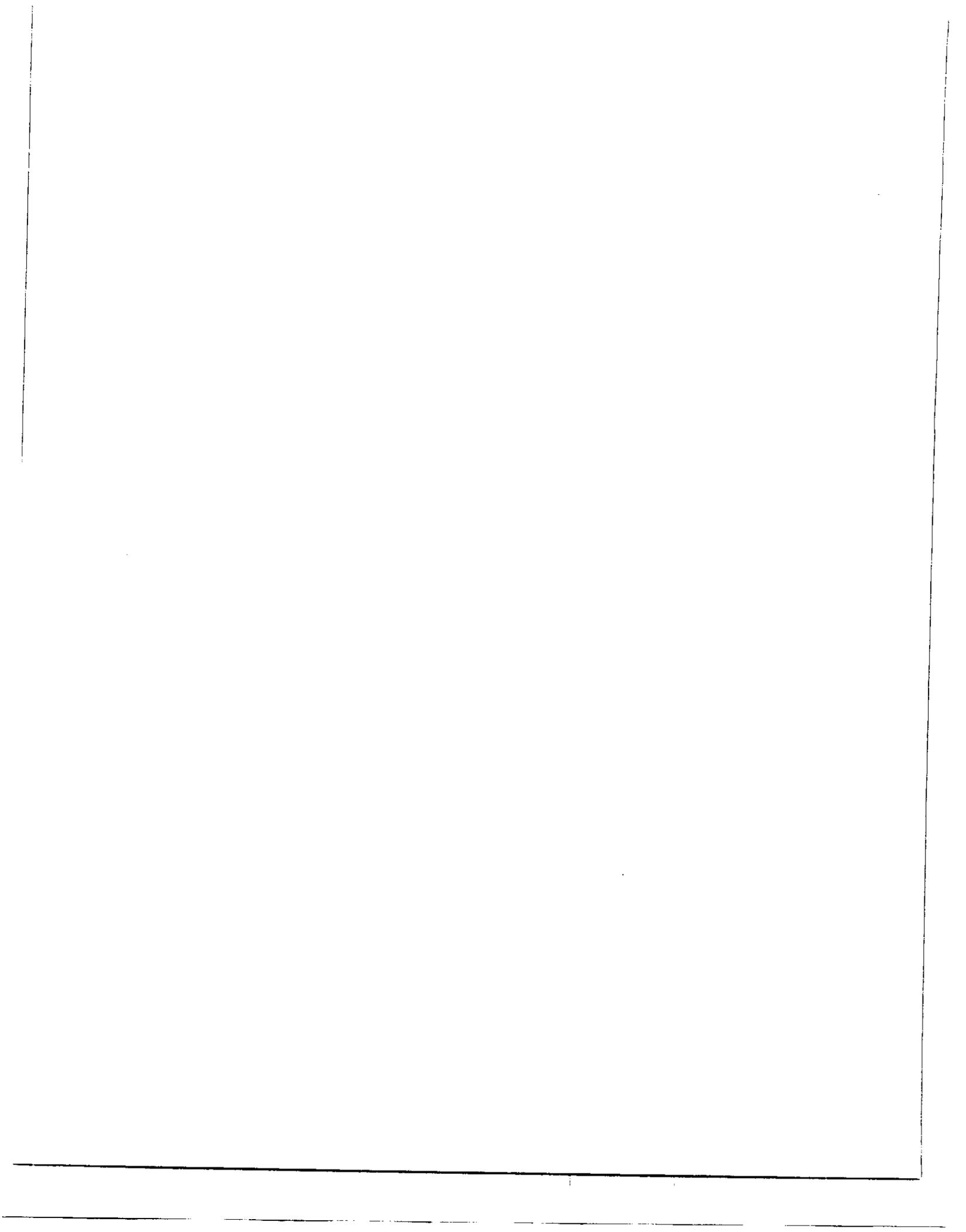
(f) *Amendments.* This Escrow Agreement may be amended only by written instrument executed by all parties hereto. The waiver of any rights conferred hereunder shall be effective only if made by written instrument executed by the waiving party. The waiver by any party of any breach of this Escrow Agreement shall not be deemed to be or construed as a waiver of any other breach, whether prior, subsequent or contemporaneous, of this Escrow Agreement.

(g) *Counterparts; Effectiveness.* This Escrow Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Escrow Agreement shall become effective when each party hereto shall have signed a counterpart hereof. Delivery by facsimile of a signed agreement shall be deemed delivery for purposes of acknowledging acceptance hereof; however, an original executed signature page must promptly thereafter be appended to this Escrow Agreement, and an original executed agreement shall promptly thereafter be delivered to each party hereto.

(h) None of the provisions of this Escrow Agreement shall require the Escrow Agent to expend or risk its own funds or otherwise to incur any liability, financial or otherwise, except as provided in this Agreement.

(i) Whenever the Escrow Agent shall deem it necessary that a matter be proved or established prior to taking any action to be taken hereunder, such matter may, in the absence of gross negligence or bad faith on the part of the Escrow Agent, be deemed to be conclusively proved and established by a certificate signed by an officer of an Escrow Defendant, PLC, or the Settling States' Liaison Counsel (or, if this Escrow Agreement provides that it be signed jointly, it is so signed) as the case may be, and delivered to the Escrow Agent and such certificate shall be full warrant to the Escrow Agent for any action taken or omitted by it hereunder.

(j) The Escrow Agent may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or by or through agents, attorneys, custodians or nominees appointed with due care, and shall not be responsible for any willful misconduct or negligence on the part of any agent, attorney, custodian or nominee so appointed.



(k) *Captions.* The captions herein are included for convenience of reference only and shall be ignored in the construction and interpretation hereof.

IN WITNESS WHEREOF, the parties have executed this Escrow Agreement
as of the day and year first herein above written.

PLAINTIFFS' LEAD COUNSEL,
on behalf of the Settlement Classes

By: _____
Name:
Firm:

[SIGNATURE OF THE SETTLING STATES'
LIAISON COUNSEL ON BEHALF OF SETTLING
STATES]

AVENTIS ANIMAL NUTRITION S.A.
(Formerly Rhone-Poulenc Animal Nutrition S.A.)

By: _____
Name: John M. Majoras
Title: Attorney-in-fact for Aventis Animal
Nutrition S.A.

BASF AG

By: _____
Name: Kenneth S. Prince
Title: Attorney-in-fact for
BASF AG

DAIICHI PHARMACEUTICAL CO., LTD.

By: _____

Name: Michael L. Denger

Title: Attorney-in-fact for
Daiichi Pharmaceutical Co., Ltd.

EISAI CO., LTD.

By: _____

Name: D. Stuart Meiklejohn

Title: Attorney-in-fact for Eisai Co., Ltd.

HOFFMANN-LA ROCHE INC. &
ROCHE VITAMINS INC.

By: _____

Name: Jacqueline Denning

Title: Attorney-in-fact for Hoffmann-
La Roche Inc. & Roche Vitamins Inc.

TAKEDA CHEMICAL INDUSTRIES LTD.

By: _____

Name: Lawrence Byrne

Title: Attorney-in-fact for Takeda Chemical
Industries Ltd.

_____, as Escrow Agent

By: _____

Name:

Title:



SCHEDULE E
DIRECT SELLERS

Vitamin Product	Manufacturer*
Premix	BASF Aventis Roche
Vitamin A	BASF Aventis Roche
Vitamin B1 (Thiamin)	Roche Takeda
Vitamin B2 (Riboflavin)	BASF Roche Takeda
Vitamin B4 (Choline Chloride)	AKZO BASF Bioproducts Chinook DCV DuCoa UCB
Vitamin B5 (Calpan)	BASF Daiichi Roche
Vitamin B6	Daiichi Roche Takeda
Vitamin B9 (Folic Acid)	Kongo Roche Takeda Yodogawa/Sumika
Vitamin B12 (Cyanocobalamine Pharma)	Aventis
Vitamin C	BASF E-Merck Roche Takeda
Vitamin E	BASF Eisai Aventis Roche
Vitamin H (Biotin)	E-Merck Lonza Roche

Vitamin Product	Manufacturer*
	Sumitomo Tanabe
Astaxanthin	BASF Roche
Beta-Carotene	BASF Roche
Canthaxanthin	BASF Roche

* For the purposes of the foregoing schedule:

- "AKZO" means AKZO Nobel NV and AKZO Nobel Inc.
- "Aventis" means Rhone-Poulenc Inc., Rhone-Poulenc Animal Nutrition Inc., Rhone-Poulenc Rorer Pharmaceuticals Inc., Rhone-Poulenc S.A., Rhone-Poulenc Animal Nutrition S.A., and Hoechst Marion Roussel, S.A. and Roussel Corporation
- "BASF" means BASF Corporation and BASF AG
- "Bioproducts" means Bioproducts, Inc. and Mitsui & Co., Ltd.
- "Chinook" means Chinook Group, Ltd. and Chinook Group, Inc.
- "Daiichi" means Daiichi Pharmaceutical Co., Ltd., Daiichi Fine Chemicals, Inc. and Daiichi Pharmaceutical Corporation
- "DCV" means DCV, Inc.
- "DuCoa" means DuCoa L.P.
- "Eisai" means Eisai Co., Ltd., Eisai U.S.A., Inc. and Eisai Inc.
- "E-Merck" means Merck KgaA, E. Merck and EM Industries, Inc.
- "Kongo" means Kongo Chemical Co., Ltd.
- "Lonza" means Alsuisse Lonza Group Ltd., Lonza AG and Lonza Inc.
- "Roche" means Hoffmann-La Roche Inc., Roche Vitamins Inc. and F. Hoffmann-La Roche Ltd.
- "Sumitomo" means Sumitomo Chemical Co., Ltd. and Sumitomo Chemical America, Inc.

■ "Takeda" means Takeda Chemical Industries, Ltd., Takeda Vitamin & Food USA Inc. and Takeda U.S.A.

■ "Tanabe" means Tanabe Seitauku Company, Ltd. and Tanabe U.S.A. Inc.

■ "UCB" means UCB S.A. and UCB, Inc.

■ "Yodogawa/Sumika" means Yodogawa Pharmaceutical Co. and Sumika Fine Chemicals Co.



SCHEDULE F

VITAMIN PRODUCT	RELEVANT PERIOD
VITAMIN A	January 1, 1990-December 31, 1998
VITAMIN B1 (THIAMIN)	January 1, 1991-December 31, 1994
VITAMIN B2 (RIBOFLAVIN)	January 1, 1991-December 31, 1995
VITAMIN B4 (CHOLINE CHLORIDE)	January 1, 1992-December 31, 1995
VITAMIN B5 (CALPAN)	January 1, 1991-December 31, 1998
VITAMIN B6	January 1, 1991-December 31, 1994
VITAMIN B9 (FOLIC ACID)	January 1, 1991-December 31, 1994
VITAMIN B12 (Cyanocobalamine Pharma)	January 1, 1990-December 31, 1998
VITAMIN C	January 1, 1991-December 31, 1995
VITAMIN E	January 1, 1990-December 31, 1998
VITAMIN H (BIOTIN)	January 1, 1991-December 31, 1995
ASTAXANTHIN	January 1, 1992-December 31, 1997
BETA-CAROTENE	January 1, 1991-December 31, 1998
CANTHAXANTHIN	January 1, 1992-December 31, 1997
PREMIX	January 1, 1990-December 31, 1998

For the purposes of this Settlement Agreement, Single Ingredient Vitamin Supplements means any product that contains one of the above-listed Vitamin Products in combination with other substances (such as inactive ingredients or dilution agents), and is sold under the name of that Vitamin Product as a dietary supplement.

For the purposes of this Settlement Agreement, Straight Bulk Vitamin Product means any product that solely contains one of the above-listed Vitamin Products, and is sold in bulk.



SCHEDULE G

State	Column A (Total)	Column B (SEIF)	Column C (Consumer)	Column D (Commercial)
AZ	10,232,000	436,000	4,691,000	5,105,000
DC	2,803,000	48,000	522,000	2,233,000
FL	29,291,000	1,393,000	14,988,000	12,910,000
HI	1,306,000	111,000	1,195,000	
ID	2,127,000	115,000	1,235,000	777,000
IL	28,245,000	1,125,000	12,105,000	15,015,000
KS	8,271,000	245,000	2,642,000	5,384,000
ME	1,878,000	116,000	1,245,000	517,000
MI	18,515,000	917,000	9,865,000	7,733,000
MN	10,738,000	441,000	4,751,000	5,546,000
NV	2,931,000	163,000	1,758,000	1,010,000
NM	5,180,000	162,000	1,748,000	3,270,000
NY	37,128,000	1,697,000	18,264,000	17,167,000
NC	15,530,000	705,000	7,584,000	7,241,000
ND	1,567,000	60,000	643,000	864,000
PR	6,894,000	356,000	3,827,000	2,711,000
RI	1,852,000	92,000	994,000	766,000
SD	1,826,000	69,000	743,000	1,014,000
TN	10,561,000	507,000	5,455,000	4,599,000
VT	1,061,000	55,000	592,000	414,000
WA	9,338,000	531,000	5,716,000	3,091,000
WV	5,187,000	169,000	1,818,000	3,200,000
WI	12,789,000	487,000	5,244,000	7,058,000
	\$ 225,250,000	\$ 10,000,000	\$ 107,625,000	\$ 107,625,000



SCHEDULE H

ADDRESSES FOR NOTICES

SETTLING DEFENDANTS

For AVENTIS ANIMAL NUTRITION S.A.

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For BASF CORPORATION

Thomas Y. Allman, Esq.
Senior Vice-President & General Counsel
BASF Corporation
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with a copy to:

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Mayer, Brown & Platt
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For DAIICHI PHARMACEUTICAL CO., LTD.

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For EISAI CO., LTD.

D. Stuart Meiklejohn, Esq.
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Fax: 212-558-3335

For HOFFMANN-LA ROCHE INC. &
ROCHE VITAMINS INC.

Frederick C. Kentz, III
General Counsel
Law Department
Hoffmann-La Roche Inc.
340 Kingsland Street
Nutley, NJ 07110-1199

with a copy to:

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For TAKEDA CHEMICAL INDUSTRIES, LTD.

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