

**NOTICE OF SETTLEMENT AND CERTIFICATION**  
**IN THE MATTER OF THE HIGH FRUCTOSE CORN SYRUP**  
**CLASS ACTION LITIGATION**

**PLEASE READ THIS NOTICE CAREFULLY. IT MAY AFFECT YOUR LEGAL RIGHTS.**

**TO: All persons and entities in Canada who purchased High Fructose Corn Syrup and High Fructose Corn Syrup Products in Canada between January 1, 1988 and June 30, 1995 (the “Class Period”), except the Defendants and certain parties related to the Defendants (collectively, the “Class Members”).**

“**High Fructose Corn Syrup**” means a liquid sweetener made from corn. High Fructose Corn Syrup is typically composed of either 42 percent or 55 percent fructose, with the remaining sugars being primarily glucose and higher sugars. “**High Fructose Corn Syrup Products**” means High Fructose Corn Syrup and products which contain High Fructose Corn Syrup.

**High Fructose Corn Syrup has been used in the following products: soft drinks, cereal and baked goods, confectionary products (candy) including chewing gum, processed foods, dairy products and other sweetened beverages.**

Any terms that are capitalized but not defined herein have the meanings attributed to them in the Settlement Agreement.

**I. CLASS ACTION SETTLEMENT**

Class proceedings lawsuits have been initiated in British Columbia (Court File No. L051456, Vancouver Registry) and in Ontario (Court File No. 06-CV-309948PD3), alleging that the Defendants conspired to fix prices for High Fructose Corn Syrup and High Fructose Corn Syrup Products in Canada (collectively the “Proceedings”).

A settlement has been reached with Tate & Lyle Ingredients Americas, Inc. formerly known as A.E. Staley Manufacturing Company (“Tate & Lyle”). Under the terms of the Settlement Agreement, Tate & Lyle has agreed to pay Cdn \$650,000 in exchange for a full release of claims against it. The settlement funds will be held in an interest bearing account for the benefit of Settlement Class Members. The settlement represents resolutions of disputed claims. Tate & Lyle does not admit any wrongdoing or liability. The settlement resolves the litigation against Tate & Lyle and its related persons and entities only. On April 8, 2010, the Supreme Court of British Columbia approved the settlement and certified the Proceeding for settlement purposes only. On May 5, 2010, the Ontario Superior Court of Justice approved the settlement and certified the Proceeding for settlement purposes only.

The Proceedings are continuing against the remaining defendants Archer Daniels Midland Company, ADM Agri-Industries Company, Cargill, Inc., Cargill Limited, Casco Inc., Cerestar USA, Inc., Bestfoods, Inc., Unilever PLC doing business as Unilever Bestfoods North America, and Corn Products International, Inc. (the Non-Settling Defendants”).

## II. DISTRIBUTION OF THE SETTLEMENT FUNDS

The method, calculation and timing of the distribution of the settlement funds will be determined by further orders of the Courts.

## III. OPTING OUT OF THE CLASS ACTION LAWSUITS

Class Members who do not want to participate in this Settlement must formally remove themselves from this Settlement by sending a written election to opt-out, signed by the person, entity or their designee, by pre-paid mail, courier or fax to the Opt-Out Administrator, Howie and Partners, Chartered Accountants, at the address listed below:

Howie and Partners LLP  
Chartered Accountants  
3063 Walker Road  
Windsor, ON N8W 3R4

Phone: (519) 250 - 8663  
Fax: (519) 250 - 1929

The written election to opt-out should include the following information:

- (a) the person or entity's full name, current address and telephone number;
- (b) the name(s) of each entity from whom it purchased High Fructose Corn Syrup or High Fructose Corn Syrup Products;
- (c) the information in its possession concerning the purchase price, and the sale price paid for High Fructose Corn Syrup or High Fructose Corn Syrup Products purchased during the Class Period.

**The written election to opt-out must be delivered to Howie and Partners, Chartered Accountants by <\*> [60 days from first publication of the Notice of Certification and Settlement Approval].**

**A Class Member who opts out will be deemed to opt out of the Actions in their entirety. A Class Member who does not opt out will not be able to bring or maintain any other claim or legal proceeding against the Settling Defendant in relation to the matters alleged in these Proceedings.**

## IV. CLASS COUNSEL

The law firm of Camp Fiorante Matthews represents Settlement Class Members in British Columbia. Camp Fiorante Matthews can be reached at:

Telephone: 604-689-7555 or toll free at 1-800-689-2322  
Email: rmogerman@cmflawyers.ca  
Mail: 4th Floor, 856 Homer Street, Vancouver, BC V6B 2W5,  
Attention: Reidar Mogerman.

The law firm of Fasken Martineau DuMoulin LLP represents Settlement Class Members in Ontario and in provinces other than British Columbia. Fasken Martineau DuMoulin LLP can be reached toll free at:

Telephone (toll-free): 1-800-268-8424 or 416-366-8381  
Email: srosenhek@fasken.com  
Mail: Fasken Martineau DuMoulin LLP  
333 Bay Street, Suite 2400  
Bay Adelaide Centre, Box 20  
Toronto, ON M5H 2T6  
Attention: Steven F. Rosenhek

## **V. QUESTIONS ABOUT THE SETTLEMENT**

This notice contains only a summary of the settlement. Copies of the Settlement Agreement can be viewed at [www.cfmlawyers.ca](http://www.cfmlawyers.ca) under the heading High Fructose Corn Syrup or at [www.hfcssettlement.com](http://www.hfcssettlement.com). Copies of the Settlement Agreement can also be mailed to you at a cost of \$10, which represents the cost of photocopying and mailing. If you would like a copy of the Settlement Agreement or have questions that are not answered in this notice please contact the appropriate Class Counsel.

## **INQUIRIES SHOULD NOT BE DIRECTED TO THE COURTS.**

## **VI. INTERPRETATION**

This notice contains a summary of some of the terms of the Settlement Agreement. If there is a conflict between the provisions of this notice and the Settlement Agreement, including the schedules to the Settlement Agreement, the terms of the Settlement Agreement shall prevail.

<p><b>This notice has been authorized by the Supreme Court of British Columbia and the Ontario Superior Court of Justice</b></p>
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