

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

STATE OF ALASKA, *ex. rel.*
Attorney General BRUCE M. BOTELHO,

STATE OF CONNECTICUT, *ex. rel.*
Attorney General RICHARD BLUMENTHAL,

COMMONWEALTH OF KENTUCKY, *ex. rel.*
Attorney General A.B. CHANDLER, III,

STATE OF OHIO, *ex. rel.*
Attorney General BETTY D. MONTGOMERY,

STATE OF OKLAHOMA, *ex. rel.*
Attorney General W.A. DREW EDMONDSON,

STATE OF SOUTH CAROLINA, *ex. rel.*
Attorney General CHARLES M. CONDON,

STATE OF UTAH, *ex. rel.*
Attorney General MARK L. SHURTLEFF,

Plaintiffs,

v.

HOFFMANN-LA ROCHE INC.,
ROCHE VITAMINS INC.,
AVENTIS ANIMAL NUTRITION, S.A.,
DAIICHI PHARMACEUTICAL CO., LTD.,
EISAI CO., LTD.,
TAKEDA CHEMICAL INDUSTRIES, LTD., and
BASF CORPORATION,

Defendants.

FINAL JUDGMENT AND
CONSENT DECREE

CIVIL ACTION NO. 01 1583

FILED

AUG 03 2001

NANCY MAYER WHITTINGTON, CLERK
U.S. DISTRICT COURT

Plaintiffs, the States and Commonwealth of ALASKA, CONNECTICUT, KENTUCKY,
OHIO, OKLAHOMA, SOUTH CAROLINA, and UTAH ("Plaintiff States") have filed a

Complaint on behalf of their state agencies against Hoffmann-LaRoche Inc., Roche Vitamins Inc., Aventis Animal Nutrition, S.A., BASF Corporation, Daiichi Pharmaceutical, Ltd., Eisai Co., Ltd., and Takeda Chemical Industries, Ltd. (collectively, "Settling Defendants") seeking injunctive relief, civil penalties, and restitution relating to proprietary purchases of vitamins and indirect vitamin products and alleging that the Settling Defendants and co-conspirators violated federal and state antitrust and/or unfair trade practice laws. The Settling Defendants deny the allegations contained therein. The Plaintiff States commenced this action on the 11th day of July, 2001.

Plaintiff States, by their respective Attorneys General, and the Settling Defendants have entered into a Settlement Agreement and have agreed by stipulation to entry of this Final Judgment and Consent Decree. The Plaintiff States and Settling Defendants have further agreed that neither the Settlement Agreement, Stipulation, nor Final Judgment and Consent Decree shall constitute any evidence against or admission by any party with respect to any matter or issue raised in the Complaint. Now, therefore, prior to taking any testimony, and without trial or adjudication of any issues of fact or law and upon the consent of the parties hereto;

IT IS HEREBY ORDERED, ADJUDGED AND DECREED as follows:

I.

JURISDICTION

This Court has jurisdiction over the subject matter of this action. The Court also has jurisdiction over each of the parties hereto solely for the purpose of enforcing this Final

Judgment and Consent Decree and the Settlement Agreement. The Complaint raises claims against the Settling Defendants under Section 1 of the Sherman Act (15 U.S.C. § 1) and Section 16 of the Clayton Act (15 U.S.C. § 26). Jurisdiction lies in this court pursuant to 28 U.S.C. § 15. The Complaint also raises supplemental state claims for restitution, civil penalties, and injunctive relief pursuant to 28 U.S.C. § 1367.

II.

DEFINITIONS

As used in this Final Judgment and Consent Decree:

1. "Final Approval" means the first date upon which each of the following conditions has been satisfied: (i) this Final Judgment and Consent Decree has been entered; and (ii) either (a) the time to appeal, or to seek permission to appeal, the entry of this Final Judgment and Consent Decree has expired with no appeal having been taken or permission to appeal having been sought; or (b) the entry of this Final Judgment and Consent Decree 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 is no longer subject to the possibility of further appeal or review.
2. "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.
3. "Settlement Agreement" means the Settlement Agreement entered into on the 11th day of July, 2001 between the Plaintiff States and the Settling Defendants. A copy of the Settlement Agreement is attached as Exhibit A to this Final Order and Consent Decree.

4. "Settlement Amount" means four million, four hundred thousand dollars (\$4,400,000).
5. "Settling Defendants" means the Defendants named in the caption of the complaint.
6. "States" or "Plaintiff States" means the States and Commonwealth of Alaska, Connecticut, Kentucky, Ohio, Oklahoma, South Carolina, and Utah.
7. "Vitamin Products" means: (i) the following vitamins and carotenoids: vitamin A, astaxanthin, vitamin B 1 (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.

III.

INJUNCTION

BASF Corporation, Daiichi Fine Chemicals, Inc., Eisai U.S.A., Inc., Hoffmann-LaRoche, Inc., Roche Vitamins Inc., Aventis Animal Nutrition Inc., and Takeda Vitamin and Food USA Inc. are hereby enjoined and restrained, up to and including October 10, 2002, from engaging in any horizontal conduct that constitutes a per se violation of Section 1 of the Sherman Act, including, but not limited to, price fixing, market allocation and bid rigging, with respect to the sale of any Vitamin Product for delivery in the United States.

IV.

PAYMENT TO THE STATES

On the Funding Date, each of the Settling Defendants (or an affiliate) will severally pay

into escrow its share of the total sum of the Settlement Amount in full and final settlement of all the Excluded State Claims against the Released Parties. The Escrow Agent, acting pursuant to the Settlement and Escrow Agreements, is hereby ordered to distribute the Settlement Amount, plus net interest after payment of any escrow expenses, pursuant to written direction of the parties no sooner than thirty (30) days after Final Approval.

V.

DISMISSAL WITH PREJUDICE

The Complaint against the Settling Defendants is hereby dismissed with prejudice as provided in the Settlement Agreement, and without costs.

There is no just reason for delay of entry of a final judgment of dismissal with prejudice as to the Settling Defendants, and the Clerk is therefore directed to enter such a final judgment pursuant to Rule 54(b) of the Federal Rules of Civil Procedure.

VI.

RETENTION OF JURISDICTION

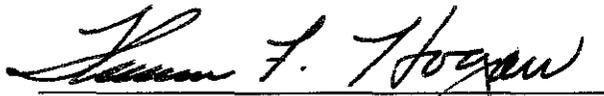
Without affecting the finality of this Final Judgment and Consent Decree, the Court shall retain jurisdiction over this matter for the purpose of enabling any party hereto to apply for such further orders and directions as may be necessary or appropriate for the construction or enforcement of the Settlement Agreement and this Final Judgment and Consent Decree and to remedy a violation of any of the provisions contained herein. This Court shall have the authority to specifically enforce the provisions of this Final Judgment and Consent Decree.

VII.

TERM

On October 10, 2002, Section III of this Final Judgment and Consent Decree shall automatically terminate without any action by any party or the Court.

SO ORDERED this 3rd day of August 2001



The Hon. Thomas F. Hogan
UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

EXHIBIT A

SETTLEMENT AGREEMENT

July 11, 2001

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT is made and entered into as of the 11th day of July 2001 by and among the Settling Defendants and the Settling States as set forth herein:

WHEREAS, the Attorneys General of the Settling States entered into a State Vitamin Purchaser Settlement Agreement on October 10, 2000 in order to settle and resolve with finality the State Vitamin Purchaser Released Claims against the Released Parties;

WHEREAS, the State Vitamin Purchaser Released Claims did not include certain Excluded State Claims against the Released Parties;

WHEREAS, the Settling Defendants and the Settling States are entering into this Settlement Agreement to settle and resolve with finality the Excluded State Claims of the Settling States against the Released Parties;

WHEREAS, the Attorneys General of the Settling States contend 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 Government Entity Indirect Purchasers of Vitamin Products in those states have suffered damages as a result;

WHEREAS, the Settling States, pursuant to their authority under applicable state law to ensure that the interests of the Settling States are adequately protected, have investigated the Excluded State Claims and have conducted discovery of the Settling Defendants;

WHEREAS, the Attorneys General will file a Complaint against the Settling Defendants seeking injunctive relief and restitution for Government Purchases in the Settling States;

WHEREAS, the Settling States have concluded, after due investigation and after carefully considering the relevant circumstances, including the claims to be asserted in the

Complaint, the legal and factual defenses thereto and the applicable law, that it would be in the best interests of the Settling States to enter into this Settlement Agreement in order to avoid the uncertainties of complex litigation, and further, that the Settling States consider the settlement set forth herein to be fair, reasonable and adequate and in the best interests of the Settling States;

WHEREAS, the Settling Defendants have concluded, despite their belief that they have good defenses to the claims asserted in the Complaint, that they will enter into this Settlement Agreement solely to avoid the expense, inconvenience and burden of protracted litigation, the distraction and diversion of the Settling Defendants' personnel and resources, and the risks inherent in uncertain complex litigation, and thereby to put to rest this controversy with the Settling States; and

WHEREAS, the Settling Defendants 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 claims or allegations asserted in the Complaint, or of personal jurisdiction over any Settling Defendant (except as provided in paragraphs VII.D (Consent to Jurisdiction) and VII.E (Resolution of Disputes; Retention of Jurisdiction) hereof);

NOW, THEREFORE, BE IT KNOWN THAT, in consideration of the payments to be made by the Settling Defendants pursuant to the terms of this Settlement Agreement and the State Vitamin Purchaser Settlement Agreement, the receipt and sufficiency of which is hereby acknowledged, the Settling States and the Settling Defendants, acting by and through their authorized agents, memorialize and agree as follows:

I. DEFINITIONS

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

1. "*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 and other vitamins.

2. "*Attorneys General*" means the Attorneys General of the Settling States.

3. "*Aventis*" means Aventis Animal Nutrition S.A (formerly Rhone-Poulenc Animal Nutrition S.A.) except in paragraph IV, where "Aventis" means Aventis Animal Nutrition, Inc.

4. "*BASF*" means BASF Corporation, except in paragraphs III, VI.C and VII.C, where "BASF" means, and "Settling Defendant" shall include, BASF Aktiengesellschaft and not BASF Corporation.

5. "*Complaint*" means the complaint substantially in the form of Exhibit A to this Agreement, which shall be filed by the Settling States against the Settling Defendants asserting violations of federal and state antitrust laws and state unfair trade practice, competition, and/or consumer protection statutes arising from the Alleged Conduct and seeking injunctive relief and restitution for Government Purchases in the Settling States.

6. "*Court*" means the United States District Court for the District of Columbia.

7. "*Daiichi*" means Daiichi Pharmaceutical Co., Ltd., except in paragraph IV, where "Daiichi" means Daiichi Fine Chemicals, Inc.

8. "*Eisai*" means Eisai Co., Ltd., except in paragraph IV, where "Eisai" means Eisai U.S.A., Inc.

9. "*Escrow Account*" means the escrow account established pursuant to the Escrow Agreement, substantially in the form of the escrow agreement set forth in Schedule 4 hereto, for the purposes of the Settlement Agreement.

10. "*Escrow Agent*" means Fifth Third Bank, which is the Escrow Agent under the Escrow Agreement substantially in the form of the escrow agreement set forth in Schedule 4 hereto.

11. "*Escrow Agreement Execution Date*" means the date upon which all Parties have signed the Escrow Agreement substantially in the form of the escrow agreement set forth in Schedule 4 hereto.

12. "*Excluded State Claim*" means a claim arising out of the purchase of a Vitamin Product or Indirect Vitamin Product, where the purchase was not made from the manufacturer of the purchased Vitamin Product as identified in Schedule 1 hereto, and where the claim is: (i) brought by the Attorney General of Alaska for its Government Purchases or on

behalf of Indirect Purchasers of Vitamin Products pursuant to Alaska Stat. §§ 45.50.501; (ii) brought by the Attorney General of Connecticut for its Government Purchases or on behalf of Indirect Purchasers of Vitamin Products pursuant to Conn. Gen. Stat. § 42-110m; (iii) brought by the Attorney General of Kentucky for its Government Purchases or on behalf of Indirect Purchasers of Vitamin Products pursuant to KRS § 367.190; (iv) brought by the Attorney General of Ohio for its Government Purchases or on behalf of Indirect Purchasers of Vitamin Products pursuant to Ohio Rev. Code Ann. § 109.81 and § 1331.01; (v) brought by the Attorney General of Oklahoma for its Government Purchases or on behalf of Indirect Purchasers of Vitamin Products pursuant to 15 O.S. § 756. 1 (C)(2); (vi) brought by the Attorney General of South Carolina for its Government Purchases or on behalf of Indirect Purchasers of Vitamin Products pursuant to S.C. Code Ann. § 39-5-50; and (vii) brought by the Attorney General of Utah for its Government Purchases or on behalf of Indirect Purchasers of Vitamin Products pursuant to Utah Code Ann. § 76-10-918.

13. *"Final Approval"* means the first date upon which each of the following conditions shall have been satisfied: (i) the Court has entered the Final Judgment and Consent Decree; and (ii) either (a) the time to appeal, or to seek permission to appeal, the Court's entry of the Final Judgment and Consent Decree has expired with no appeal having been taken or permission to appeal having been sought; or (b) such entry of the Final Judgment and Consent Decree 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 is no longer subject to the possibility of further appeal or review.

14. *"Final Judgment and Consent Decree"* means the final judgment and consent decree substantially in the form of Exhibit B of this Agreement, which shall be filed by the Settling States in settlement of the Complaint.

15. *"Funding Date"* means ten (10) days after the later of the Settlement Agreement Execution Date or the Escrow Agreement Execution Date.

16. *"Government Entity"* means a Settling State acting in its sovereign capacity, and/or any of its departments and agencies.

17. *"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.

18. *"Indirect Purchasers of Vitamin Products"* means all purchasers in the Settling States of Indirect Vitamin Products and Vitamin Products from source(s) other than the manufacturer(s) of the Vitamin Product(s) identified in Schedule 1.

19. "*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.

20. "*Parties*" means the Settling States and the Settling Defendants (each of which individually is a "Party") by their respective counsel.

21. "*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.

22. "*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."

23. "*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 2.

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

25. "*Settlement Agreement Execution Date*" means the date upon which all Parties signed this agreement.

26. "*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%.

27. "*Settlement Amount*" means \$4,400,000.

28. "*Settling Defendants*" means Aventis, BASF, Daiichi, Eisai, Roche, and Takeda, each of which individually is a "Settling Defendant."

29. "*Settling States*" means Alaska, Connecticut, Kentucky, Ohio, Oklahoma, South Carolina, and Utah (each of which individually is a "Settling State"), represented by their respective Attorneys General.

30. "*State Vitamin Purchaser Released Claims*" means all manner of claims, demands, actions, suits, causes of action, 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, statutory or common law, that any of the Settling States, whether directly, representatively, derivatively or any other capacity, ever had, now has or hereafter can, shall or may have against any Released Party relating in any way to any Alleged Conduct or to conduct prior to the date hereof concerning the production, purchase, sale or pricing of Vitamin Products and any and all other vitamins and includes, without limitation, any claims (including the costs, expenses and fees associated therewith) regarding any or all of the following:

- a. Government Purchases, either direct or indirect; and/or
- b. claims that a Settling State may rightfully assert against any Released Party 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;

Provided, however, that the State Vitamin Purchaser Released Claims are not intended to include and shall not include:

- a. claims that a Settling State may rightfully assert by virtue of an assignment of antitrust rights by a direct or indirect purchaser, but only to the extent that such claims are brought against the assignor and not against any Released Party; and/or
- b. any Excluded State Claims; and/or
- c. any claims under Section 1 of the Sherman Act (15 U.S.C. § 1) by a person or entity (excluding a State) that is, or would have been had they not validly excluded themselves, a member of either or both of the classes certified in In re Vitamin Antitrust Litigation, Misc. No. 99-197 (TFH) (M.D.L. No. 1285) based on a purchase of a Vitamin Product made directly from the manufacturer of that Vitamin Product as identified on Schedule 1 hereto.

31. "Takeda" means Takeda Chemical Industries, Ltd., except in paragraph IV, where "Takeda" means Takeda Vitamin & Food USA, Inc..

32. "Vitamin Products" means: (i) the following vitamins and carotenoids: 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. COMPLAINT, CONSENT DECREE, AND FINAL JUDGMENT

Within 30 days of the Settlement Agreement Execution Date, the Complaint and the Final Judgment and Consent Decree shall be filed, together with a copy of this Settlement Agreement, with the Court.

III. SETTLEMENT CONSIDERATION

Subject to the terms hereof, and in full, complete and final settlement of the Settling States' claims as provided herein, the Settling Defendants agree to pay their respective several Settlement Percentage shares of the Settlement Amount to the Escrow Agent on the Funding Date. The Escrow Agent shall hold the Settlement Amount in escrow, to be invested in instruments secured by the full faith and credit of the United States, until distribution occurs pursuant to Paragraph VI.

IV. INJUNCTIVE RELIEF

The Settling Defendants agree that, up to and including October 10, 2002, they will not engage in any horizontal conduct that constitutes a per se violation of Section 1 of the Sherman Act, including but not limited to price fixing, market allocation and bid rigging, with respect to the sale of any Vitamin Product for delivery in the United States.

V. RELEASES AND COVENANTS NOT TO SUE

A. Releases. On and as of the date of entry of the Final Judgment and Consent Decree, each of the Settling States shall release and forever discharge the Released Parties from any Excluded State Claims that a Settling State ever had, now has or hereafter can, shall or may have against any Released Party relating to or arising from: (1) a Government Purchase, and; (2) Alleged Conduct that occurred prior to the Settlement Agreement Execution Date.

B. Covenants Not to Sue. On and as of the date of entry of the Final Judgment and Consent Decree, each of the Settling States hereby covenants and agrees that it shall not file, cause to be filed, or join any claim or complaint (including, but not limited to, a parens patriae claim or complaint) in any state, federal or local court or before any state, federal or other government agency or entity or administrative tribunal against any Released Party relating to or arising from Alleged Conduct that occurred prior to the Settlement Agreement Execution Date.

C. State Vitamin Purchaser Released Claims. It is expressly acknowledged that any release and/or covenant not to sue in this Settlement Agreement is not intended to, and shall not release any State Vitamin Purchaser Released Claims (including the costs, expenses and fees associated therewith) that a Settling State has or may have in the future against the Settling Defendants. The Settling Defendants and Settling States hereby expressly acknowledge that the State Vitamin Purchaser Released Claims are included in and are subject to the State Vitamin Purchaser Settlement Agreement.

D. Waiver of Claims. Each of the Settling States hereby expressly agrees that, on and as of the date of entry of the Final Judgment and Consent Decree, with respect to the Excluded State Claims it waives and releases 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, that 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 Settling States 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 Excluded State Claims that such

Settling State has released pursuant to paragraph V hereof, but each Settling State hereby expressly agrees that, on and as of the date of Final Approval, 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 Excluded State Claims that such Settling State has released pursuant to paragraph V hereof, whether or not concealed or hidden, without regard to the subsequent discovery or existence of such different or additional facts.

VI. PAYMENT AND DISTRIBUTION

A. Allocation of Settlement Amount Among the Settling States. The Settlement Amount shall be allocated among the Settling States as set forth in Schedule 3 hereto.

B. Distribution of the Settlement Amount. No sooner than 30 days after Final Approval, the Settlement Amount plus any net interest after payment of escrow expenses shall be distributed by the Escrow Agent to the Settling States as set forth in Schedule 3, provided that each Settling State has given payment instructions to the Escrow Agent. The Settlement Amount allocated to each of the Settling States may, at the discretion of the Attorneys General, be distributed as follows:

1. for cy pres distribution for the benefit of Indirect Purchasers of Vitamin Products in each of the Settling States;
2. for distribution to Government Entities that made Government Purchases during the Relevant Period;
3. for costs and fees incurred in connection with the Attorneys' General investigation of the Alleged Conduct; and/or

4. for payment to antitrust or consumer protection funds, or use by the Attorney General for purposes of antitrust or consumer protection law enforcement.

If the Court does not enter the Final Judgment and Consent Decree within 180 days of the Settlement Agreement Execution Date or the parties are unable to obtain Final Approval, the Escrow Agent shall promptly return to the Settling Defendants the Settlement Amount plus any interest accruing from the Funding Date less any administrative costs, and this Settlement Agreement shall be null and void.

C. Qualified Settlement Fund. The Settlement Amount is intended by the Parties hereto to 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 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. 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 Account, in accordance with the Escrow Agreement, after approval by the Court. The Settling Defendants will use their best efforts to resist any such assessment or payment.

VII. MISCELLANEOUS PROVISIONS

A. Reasonable Best Efforts to Effectuate this Settlement. Each Party to this Settlement Agreement, by and through its counsel, agrees to undertake 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.

B. 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 the Settlement Agreement, the Settling States shall exclude from the dollar amount of any judgment collected against any person in any action on any final judgment on any claim comparable to the Excluded State 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 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 and/or indemnity. 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 permits a judgment reduction

only, and shall not create a separate liability requiring the repayment by any Settling State of any funds distributed pursuant to the Settlement Agreement.

C. 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.

D. Consent to Jurisdiction. Each Settling Defendant and each Settling State hereby irrevocably submits to the exclusive jurisdiction of the Court for any suit, action, proceeding or dispute arising out of or relating to this Settlement Agreement or the applicability of the Settlement Agreement and its schedules and/or exhibits. Without limiting the generality of the foregoing, it is hereby agreed that any dispute concerning the provisions of paragraphs VI or VII.B hereof, including but not limited to any suit, action or proceeding in which the provisions of paragraphs VI or VII.B 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 or proceeding arising out of or relating to this Settlement Agreement and its exhibits and schedules. In the event that the provisions of paragraphs VI or VII.B hereof are asserted by any of the Released Parties 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 or proceeding, it is hereby agreed that such Released Party shall be entitled to a stay of that suit, action or proceeding until the 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 or proceeding, to the fullest extent that they may do so under applicable law, the Settling States and the Settling Defendants hereto 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 Court or that the 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.

E. Resolution of Disputes; Retention of Jurisdiction. Any disputes between or among the Settling Defendants and the Settling States concerning matters contained in this Settlement Agreement shall, if they cannot be resolved by negotiation and agreement, be submitted to the Court.

F. 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 the undersigned representative of each Settling State shall be binding upon the Settling States.

G. 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. 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.

H. Confidentiality of Documents. The Parties hereto acknowledge and agree that discovery in the Attorneys General investigation 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 Court's entry of the Final Judgment and Consent Decree, all materials produced by or discovered from any Settling Defendant and any materials based on the information produced by the Settling Defendants that are in the possession of the Settling States or experts retained by

or on behalf of the Settling States, shall be destroyed or returned to counsel for the producing Party.

I. No Admission. 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 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 Complaint, and evidence thereof shall not be discoverable or used, directly or indirectly, in any way, whether in the Complaint or in any other action or proceeding.

J. Intended Beneficiaries. Except as expressly provided in paragraph VII.B hereof, no provision of this Settlement Agreement shall provide any rights to, or be enforceable by, any person or entity that is not a Released Party or a Settling State. No Settling State may assign or otherwise convey any right to enforce any provision of this Settlement Agreement.

K. 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.

L. 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.

M. 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 State of New York without regard to its choice of law or conflict of laws principles.

N. 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 or its counsel. 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.

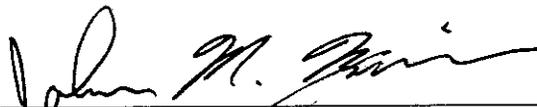
O. Execution in Counterparts. This Settlement Agreement may be executed in counterparts. Facsimile signatures shall be considered as valid signatures as of the date hereof, although the original signature pages shall thereafter be appended to this Settlement Agreement and filed with the Court.

P. 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.

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.

AVENTIS ANIMAL NUTRITION S.A.

By: _____

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

BASF CORPORATION

By: Matthew a Romney

for 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.

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.

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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*

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

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

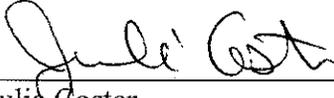
By: Jacqueline Denning / T.D.
Jacqueline Denning
ARNOLD & PORTER,
on behalf of Hoffmann-La Roche Inc. &
Roche Vitamins Inc.

TAKEDA CHEMICAL INDUSTRIES, LTD.

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

BRUCE M. BOTELHO
ATTORNEY GENERAL
STATE OF ALASKA

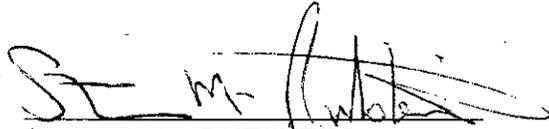
By: _____



Julia Coster
Assistant Attorney General
1031 W. 4th Avenue, Suite 200
Anchorage, AK 99501

RICHARD BLUMENTHAL
ATTORNEY GENERAL
STATE OF CONNECTICUT

By:



STEVEN M. RUTSTEIN
Department Head, Antitrust Department
Assistant Attorney General

By:



ARNOLD B. EIGIN
Assistant Attorney General
110 Sherman Street
Hartford, CT 06105
Tel: (860) 808-5540
Fax: (860) 808-5585

ATTORNEY GENERAL'S
OFFICE

MAY 14 2001

RECEIVED

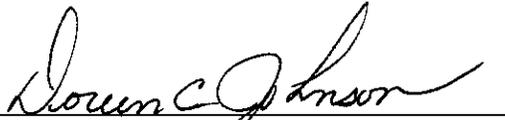
Sincerely,

ALBERT B. CHANDLER III
ATTORNEY GENERAL



David R. Vandeventer
Assistant Attorney General
Consumer Protection Division
(502)696-5389
(502)573-8317-FAX

BETTY D. MONTGOMERY
Attorney General of Ohio

By: 

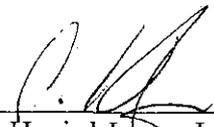
Doreen C. Johnson
Chief, Antitrust Section
140 E. Town St., 12th Floor
Columbus, OH 43215
Phone: 614-466-4328

W.A. DREW EDMONDSON
OKLAHOMA ATTORNEY GENERAL

 T A B

THOMAS A. BATES, OBA NO. 15672
ASSISTANT ATTORNEY GENERAL
4545 N. Lincoln Blvd., Suite 260
Oklahoma City, Oklahoma 73105
Phone: (405) 521-4274
Fax: (405) 528-1867

CHARLES M. CONDON
ATTORNEY GENERAL OF SOUTH CAROLINA

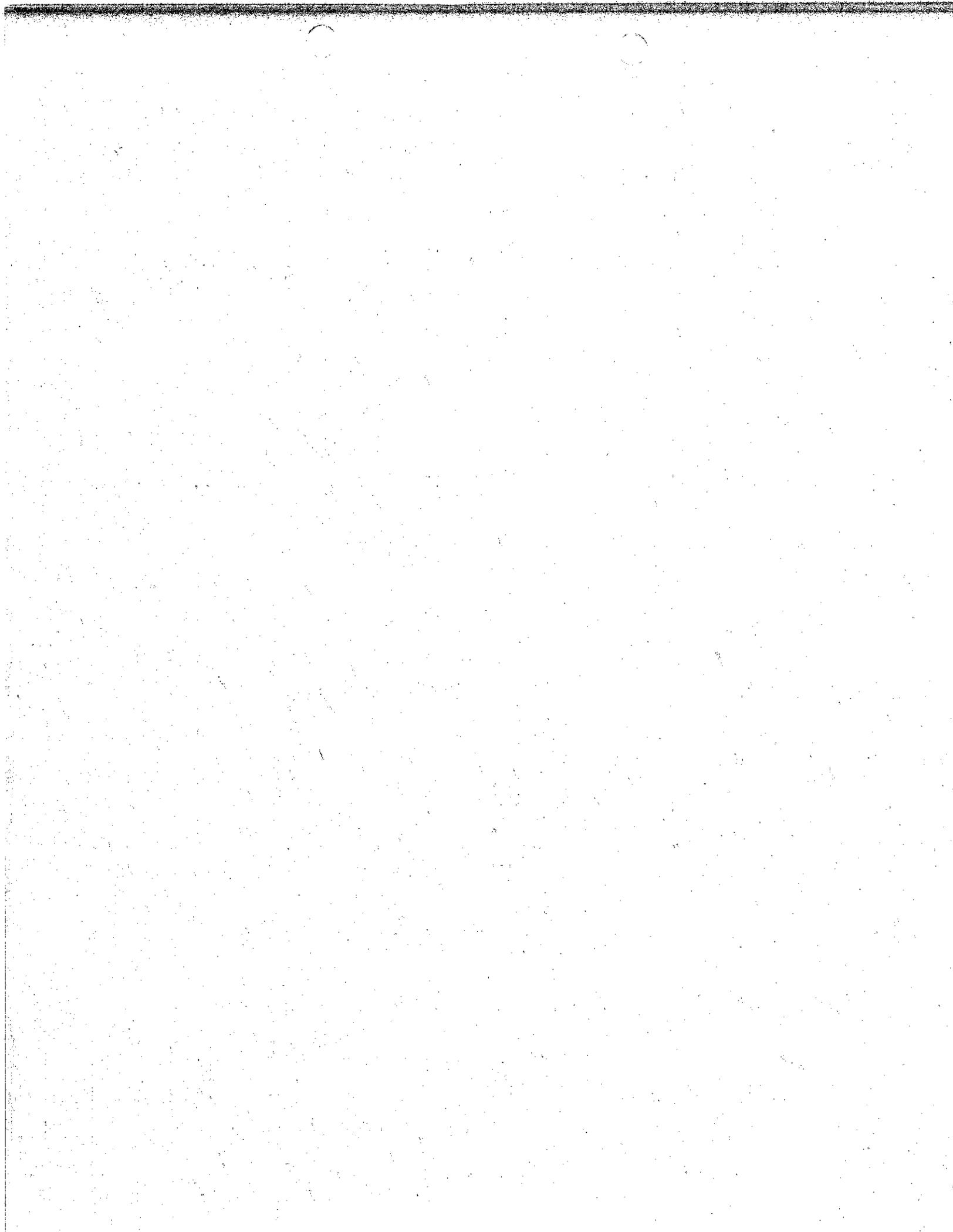
BY: 

C. Havird Jones, Jr.
Senior Assistant Attorney General
P. O. Box 11549
Columbia, SC 29211
PH: (803) 734-3680
FAX: (803) 734-3677

Settlement Agreement with Vitamins Defendants.

ATTORNEY GENERAL MARK L. SHURTLEFF
ATTORNEY GENERAL OF UTAH

By: Wayne Klein
Name Wayne Klein
Title Assistant Attorney General
Address 160 East 300 South, 5th Floor
 Box 140872
 Salt Lake City, UT 84114-0872
Phone (801) 366-0358



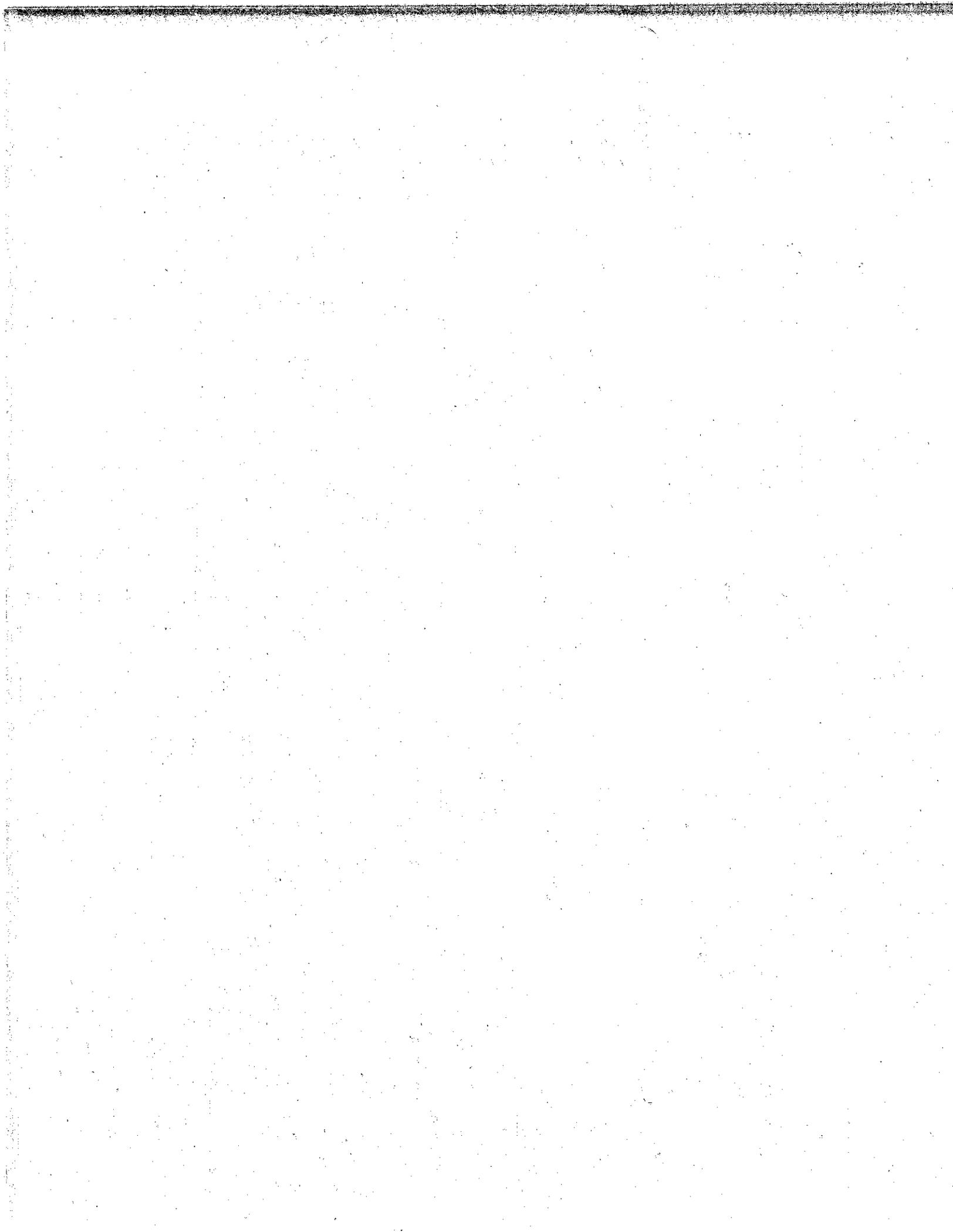
SCHEDULE 1

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 Product	Manufacturer*
Vitamin H (Biotin)	E-Merck Lonza Roche Sumitomo Tanabe
Astaxanthin	BASF Roche
Beta-Carotene	BASF Roche
Canthaxanthin	BASF Roche

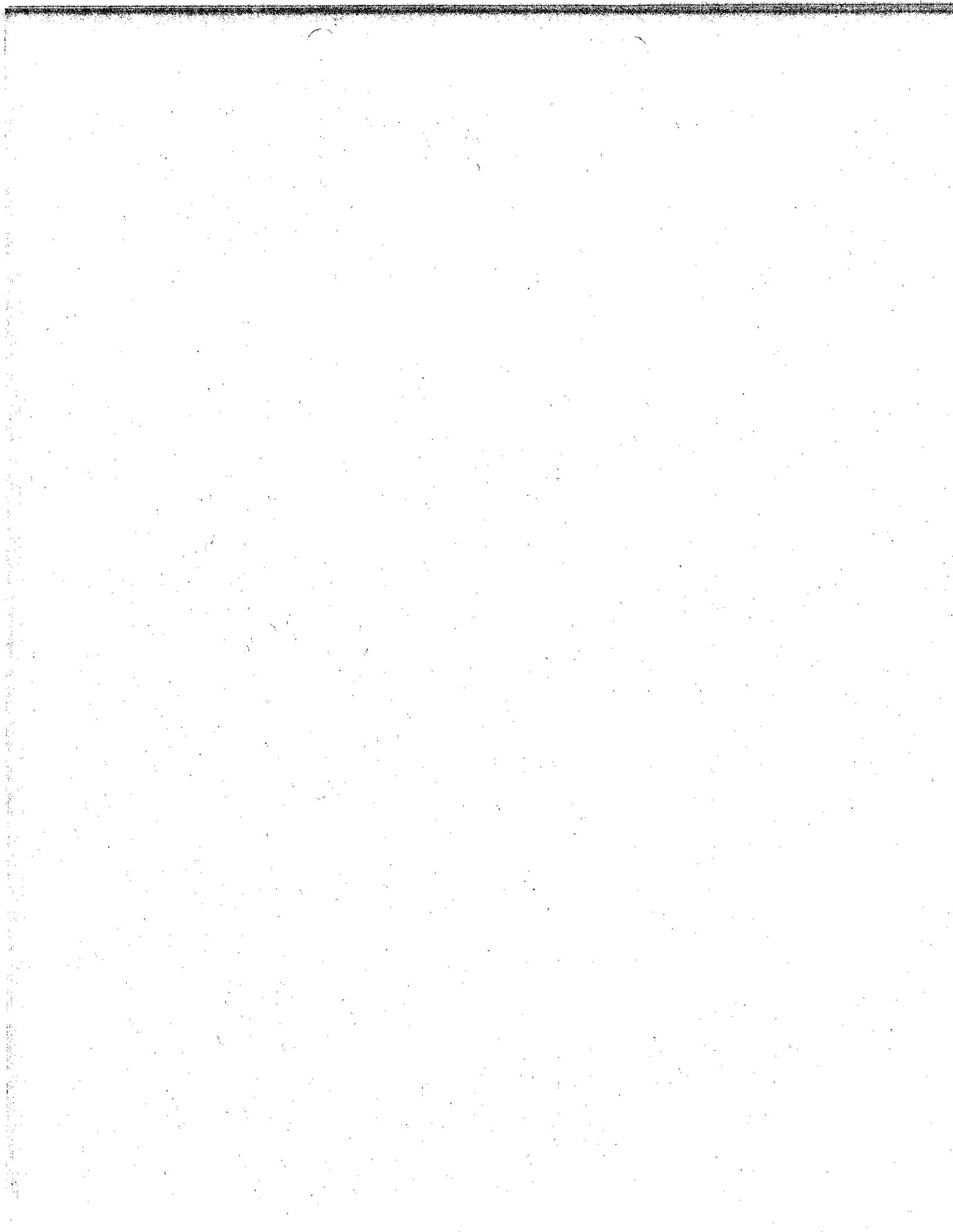
* For the purposes of the foregoing schedule:

- "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.
- "MKongo" 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.



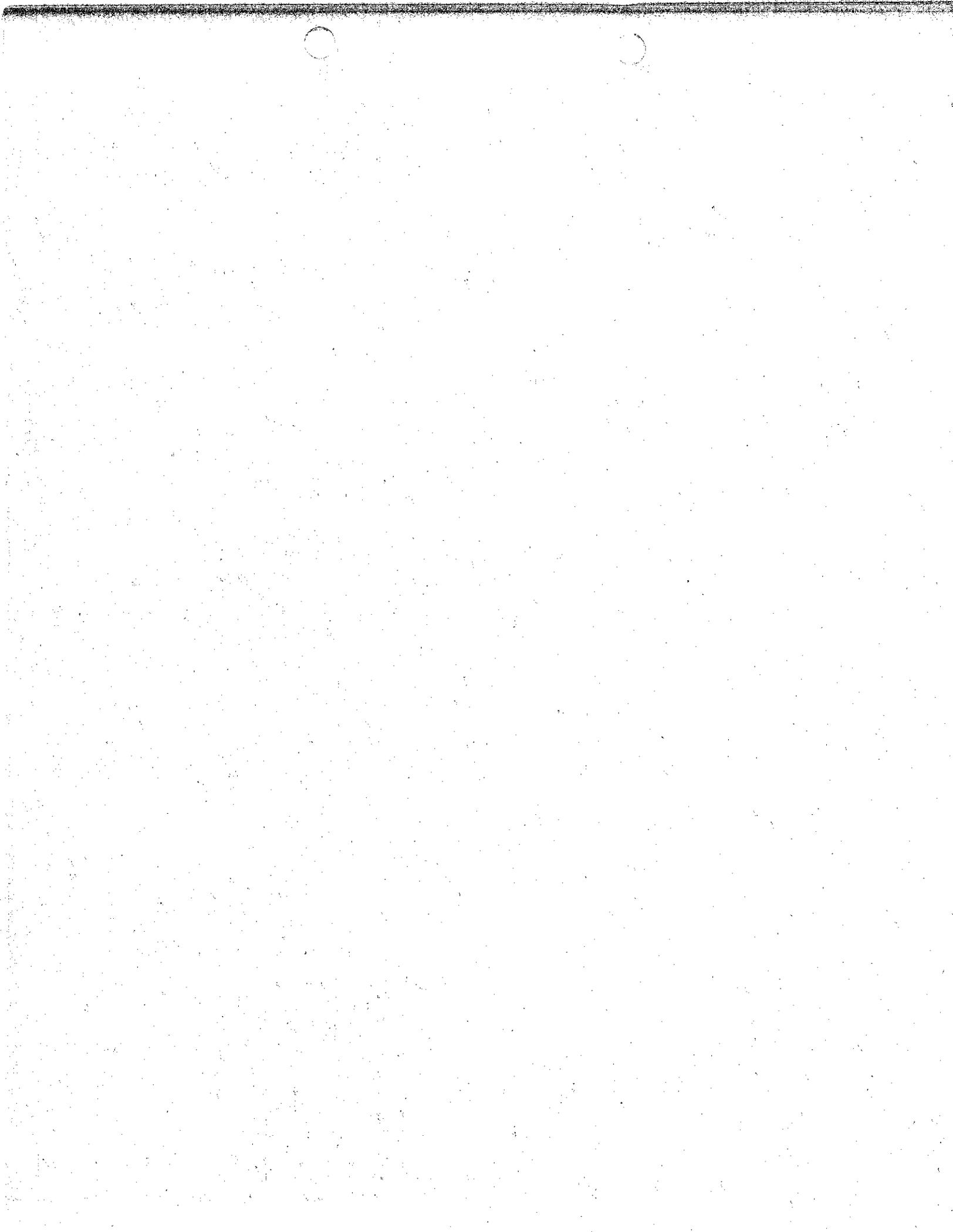
SCHEDULE 2

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



SCHEDULE 3

STATE	TOTAL
Alaska	\$95,740
Connecticut	\$506,801
Kentucky	\$611,652
Ohio	\$1,738,289
Oklahoma	\$518,537
South Carolina	\$600,070
Utah	\$328,911
Total	\$4,400,000



SCHEDULE 4

VITAMIN ESCROW AGREEMENT

This escrow agreement (the "Escrow Agreement") is entered into as of June 29, 2001 by and among the State of Ohio as the States' Liaison Counsel, through its Attorney General, on behalf of the States of Alaska, Connecticut, Kentucky, Ohio, Oklahoma, South Carolina, and Utah (collectively and severally, "States" and/or each individually as a "State"), BASF Aktiengesellschaft, Daiichi Pharmaceutical Co., Ltd., Eisai Co., Ltd., Hoffmann-La Roche Inc., Roche Vitamins Inc., Aventis Animal Nutrition S.A. and Takeda Chemical Industries Ltd. (collectively and severally, "Defendants" and each individually as "Defendant"), and Fifth Third Bank as escrow agent (the "Escrow Agent").

WITNESSETH:

WHEREAS, on June 29th, 2001, Defendants (on behalf of all Released Parties) and the States entered into a Settlement Agreement, the terms of which are incorporated herein by reference, setting forth the terms and conditions of an agreement to settle and resolve the States' claims against the Defendants with finality, as set forth in the Settlement Agreement; and

WHEREAS, this Escrow Agreement sets forth the terms and conditions by which certain funds are to be deposited by the Defendants into an escrow account and to be retained therein and distributed therefrom by the Escrow Agent in accordance with the terms of the Settlement Agreement and this Escrow Agreement; and

WHEREAS, the States have appointed the Attorney General of the State of Ohio as the States' Liaison Counsel to represent them in connection with this Escrow Agreement.

WHEREAS, Defendants have appointed Jones, Day, Reavis & Pogue as Defendants' Liaison Counsel to represent them in connection with this Escrow Agreement.

NOW, THEREFORE, the parties hereto agree as follows:

Section 1. Definitions

a. "Escrow Funds" shall mean the sum of the amounts severally deposited by each Defendant with the Escrow Agent pursuant to paragraph III of the Settlement Agreement, which sum totals \$4,400,000 plus net interest earned thereon.

b. "Liaison Counsel for the Plaintiff States" or "States' Liaison Counsel" means the State of Ohio, through Betty D. Montgomery, Attorney General, or any other person or persons designated by her as an official successor.

c. "Liaison Counsel for the Defendants" or "Defendants' Liaison Counsel" shall be Jones, Day, Reavis & Pogue by Julie McEvoy, or any other person or persons designated by her or by Defendants as an official successor.

d. "Written Direction" shall mean a written notification, signed by the States' and Defendants' Liaison Counsel, in the form attached hereto as Exhibit A. Each Written Direction shall include a certification by the State's Liaison Counsel that the instructions in the notification are being made pursuant to the terms of the Settlement Agreement and this Escrow Agreement.

e. "Settlement Agreement" means the settlement agreement entered into by the Defendants and the States on June 29, 2001.

f. Capitalized terms used herein that are defined in the Settlement Agreement are, unless otherwise defined herein, used in this Escrow Agreement as defined in the Settlement Agreement.

Section 2. Appointment of Escrow Agent

Defendants and the States hereby appoint the Escrow Agent to act as Escrow Agent and the Escrow Agent hereby accepts the appointment on the terms and conditions set forth herein.

Section 3. Settlement Escrow Account.

The Escrow Agent shall establish a segregated escrow account for the deposit of the Settlement Amount, which shall be called the Vitamins Settlement Escrow Account. The Escrow Agent shall create seven (7) separate sub-accounts within the Vitamins Settlement Escrow Account, one for each of the States participating in the Settlement Agreement, with incoming funds to be allocated to those sub-accounts in the percentages specified in Exhibit B. In full and final settlement of all the States' claims as set forth in the Settlement Agreement, the Defendants will, on the Funding Date, severally pay their respective Settlement Percentage Shares of the Settlement Amount into the Vitamins Settlement Escrow Account. As each Defendant severally deposits its respective Settlement Percentage Share of the Settlement Amount pursuant to paragraph III of the Settlement Agreement, the Escrow Agent shall deposit the monies into the Vitamins Settlement Escrow sub-accounts as set forth in this Section.

Section 4. Investment of Escrow Funds.

a. The Escrow Agent, shall invest and reinvest the monies in the Settlement Escrow Account in either (i) obligations issued or guaranteed by the United States of America or any of its departments, 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 or (iii) in pre-refunded or escrowed municipal bonds which are 100% federally insured, to obtain the highest available return on investment. Any and all income and/or interest earned on

the Escrow Funds shall accrue to and become part of the Escrow Funds. The Escrow Agent shall bear all risks related to the investment of Escrow Funds. The Escrow Agent shall furnish to the State's Liaison Counsel and the Defendant's Liaison Counsel on a monthly basis a statement reporting deposits made, interest earned and disbursements made from the Escrow Fund during the prior calendar month. The Escrow Funds shall be deemed and considered to be in *custodia legis* of the Court, and shall remain subject to the jurisdiction of the Court, until such time as such Escrow Funds are fully distributed or upon further order(s) of the Court.

b. The Escrow Funds shall be maintained in 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 such accounts separate and distinct from its general assets. The Escrow Agent shall not commingle the Escrow Funds with any other assets of Escrow Agent, or of any other party.

Section 5. Release of Escrow Funds.

The Escrow Agent shall distribute the Escrow Funds pursuant to any Written Direction. 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, estimated taxes or escrow fees with respect to any interest or other income earned on the Escrow Funds, in accordance with the terms of this Escrow Agreement.

Section 6. Distribution of the Escrow Funds

The Escrow Agent is hereby authorized, subject to the receipt of Written Direction, to distribute to the States the Escrow Funds after payment of escrow fees and/or taxes, if any, no sooner than thirty (30) days after Final Approval. The funds in each Vitamins Settlement Escrow Account sub-account shall be distributed by the Escrow Agent to each individual State, plus any net interest, after payment of escrow fees and/or taxes, if any, pursuant to Written Direction containing specific written payment instructions for each State.

Section 7. Qualified Settlement Fund.

a. Each of the parties to this Escrow Agreement intends that the Vitamins Settlement Escrow Account (hereinafter "Escrow Account") be treated as a "qualified settlement fund" for federal income tax purposes pursuant to Treas. Reg. Section 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. Further, the Escrow Agent shall establish and treat the Escrow Funds as each being at all times a separate "qualified settlement fund" within the meaning of Treas. Reg. §1.468B-1, and ensure that the Escrow Account and/or sub-account is treated as a separate taxpayer. 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 Account and/or sub-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 and in compliance with the procedures and requirements contained in the regulation. It shall be the responsibility of Escrow Agent to timely and properly prepare and deliver the necessary documentation for signature by all necessary parties, and thereafter to cause the appropriate filing(s) to occur. For the purpose of § 468B of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder, the "administrator" shall be the Escrow Agent. Escrow Agent shall timely and properly file all informational and other tax returns necessary or advisable with respect to the Escrow Account and/or sub-account (including without limitation the returns described in Treas. Reg. §1.468B-2). Such returns shall reflect that all taxes (including any estimated taxes, interest or penalties) on the income earned by the Escrow Account and/or sub-account shall be paid by the affected account or sub-account. All (i) taxes (including any estimated taxes, interest or penalties) arising with respect to the income earned by the Escrow Account and/or sub-account with respect to any income earned by the Escrow Account or sub-account for any period during which the Escrow Account or sub-account does not qualify as a "qualified settlement fund" for federal or state income tax purposes ("Taxes"), and (ii) expenses and costs incurred in connection with the operation and implementation of this paragraph (including, without limitation, expenses of tax attorneys and/or accountants and mailing and distribution costs and expenses relating to filing (or failing to file) the returns described herein) ("Tax Expenses"), shall be paid out of the affected account or sub-account. Further, Taxes and Tax Expenses shall be treated as, and considered to be, a cost of administration of the Settlement and shall be timely paid by the Escrow Agent out of the Escrow Account or sub-account without prior order from the Court, and Escrow Agent shall be obligated (notwithstanding anything herein to the contrary) to withhold from distribution to the States any monies necessary to pay such amounts including the establishment for adequate reserves for any Taxes and Tax Expenses (as well as any amounts that may be required to be withheld under Treas. Reg. §1.468B-2(1), (2)); Defendants are not responsible and shall have no liability therefor or for any reporting requirements that may relate thereto. 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 Account, such Settling Defendant shall be entitled to reimbursement of such payment from the funds in the Escrow Account. The Escrow Agent shall be responsible for and liable for any negligence in preparation and filing of Taxes and Tax Expenses (including, without limitation, taxes payable by reason of such negligence).

b. The Escrow Agent shall pay taxes or estimated taxes, if any, on interest on or income earned by the Escrow Funds from the Escrow Account and all related costs and expenses, whether or not Final Approval of the Settlement Agreement has been obtained. The Escrow Agent shall take all steps necessary to ensure that Escrow Funds intended to benefit governmental entities are exempt from taxation pursuant to section 115 of the Internal Revenue Code.

Section 8. Termination of Escrow Agreement.

This Escrow Agreement shall terminate when the Escrow Agent has, pursuant to Sections 5 and 6 hereof, distributed or released all of the funds in the Escrow Account and/or sub-accounts and has completed all necessary tax filings.

Section 9. Liability of Escrow Agent.

The duties and obligations of the Escrow Agent shall be determined by the express provisions of this Escrow Agreement and the Settlement Agreement, a copy of which has been provided to the Escrow Agent. No implied duties or obligations shall be inferred or otherwise imposed upon or against the Escrow Agent, and the Escrow Agent shall not be liable except for the performance of such duties and obligations as are specifically set out in this Escrow Agreement and the Settlement Agreement.

Section 10. Compensation of Escrow Agent

For its services, the Escrow Agent shall receive a \$10,000.00 fee in connection with all of its obligations and activities hereunder. No other fees or charges shall be incurred or charged under this Escrow Agreement. This fee shall be taken from the initial interest earned on the investment of the Escrow Funds no earlier than the time that \$10,000.00 or more in interest has been earned on the Escrow Funds. This fee shall constitute a direct charge against the Escrow Funds and shall be proportionally allocated among the Vitamin Settlement Escrow Account and/or sub-accounts in proportion to the amounts contributed to such funds pursuant to Section 3 (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 the States' Liaison Counsel, which approval shall not be unreasonably withheld or delayed. In the event that States' Liaison Counsel objects, in writing, to any fees 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 11. Resignation and Removal of Escrow Agent.

Escrow Agent may resign from the performance of its duties hereunder at any time by giving sixty (60) days prior written notice to the Defendants' and the States' Liaison Counsel, or may be removed, with or without cause, by the States' Liaison Counsel, by furnishing thirty (30) days prior written notice to Escrow Agent. Such resignation or removal shall take effect upon the appointment of a successor Escrow Agent as provided herein. Upon any such notice of resignation or removal, the States' and Defendants' Liaison Counsel shall appoint a successor Escrow Agent. Upon the acceptance in writing of any appointment as Escrow Agent hereunder by a successor Escrow Agent, such successor Escrow Agent shall thereupon succeed to and become vested with all the rights, powers, privileges and duties of the retiring Escrow Agent, and the retiring Escrow Agent shall be discharged from its duties and obligations under this Escrow Agreement, but shall not be discharged from any liability for actions taken as

Escrow Agent hereunder prior to such succession. The retiring Escrow Agent shall transmit all records pertaining to the Escrow Funds and shall pay all Escrow Funds to the successor Escrow Agent, after making copies of such records as the retiring Escrow Agent deems advisable and after deduction by and payment to the retiring Escrow Agent (after written notice to the States' Liaison Counsel) of all fees incurred by or expected to be incurred by the retiring Escrow Agent in connection with the performance of its duties and the exercise of its rights hereunder.

Section 12. 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 herein 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 Ohio, without regard to the conflicts of law rules of such state.

d. *Jurisdiction and Venue.* The parties hereto submit to the jurisdiction of the Court 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 Court. The parties hereto hereby waive any objection to the laying of venue of any such suit, action or proceeding in the Court and hereby further waive and agree not to plead or claim in the Court that any such suit, action or proceeding has been brought in an inconvenient forum.

e. *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.

f. *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.

g. *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.

PLAINTIFF STATES

By: _____
Douglas E. Lumpkin
Title: Director of Administration for Liaison
Counsel

FIFTH THIRD BANK

By: _____
Frank Wojcik
Title: Vice President

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

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

BASF Aktiengesellschaft

By: _____

Kenneth S. Prince
Title: Attorney-in-fact for BASF
Aktiengesellschaft

DAIICHI PHARMACEUTICAL CO., LTD.

By: _____

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

EISAI CO., LTD.

By: _____

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

HOFFMANN-LA ROCHE INC. & ROCHE
VITAMINS INC.

By: _____

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

TAKEDA CHEMICAL INDUSTRIES, LTD.

By: _____

Lawrence Byrne

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

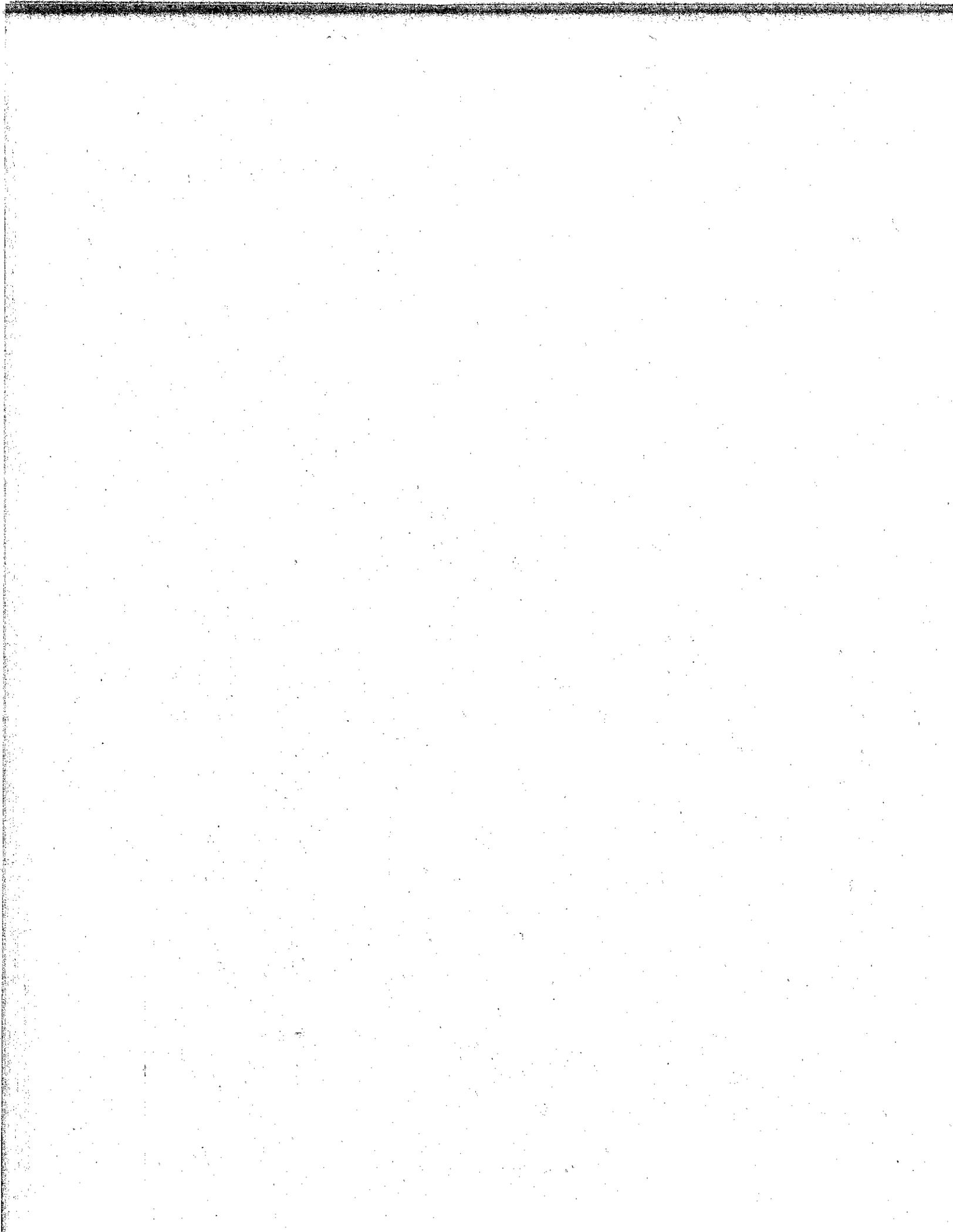


EXHIBIT A

WRITTEN DIRECTION

STATE OF ALASKA ET AL v. HOFFMANN-LA ROCHE INC., ET AL
ESCROW # _____

In accord with the Escrow Agreement dated July __, 2001 and the Settlement Agreement referenced in the Escrow Agreement, the States' Liaison Counsel direct Fifth Third Bank as the Escrow Agent to take the following action with respect to the Escrow Funds. The Escrow Agent shall:

DATED: _____, 2001

PLAINTIFF STATES

By: _____
States' Liaison Counsel

SETTLING DEFENDANTS

By: _____
Defendants' Liaison Counsel

EXHIBIT B

STATE	TOTAL	PERCENTAGE
Alaska	\$95,740	2.18%
Connecticut	\$506,801	11.52%
Kentucky	\$611,652	13.90%
Ohio	\$1,738,289	39.51%
Oklahoma	\$518,537	11.78%
South Carolina	\$600,070	13.64%
Utah	\$328,911	7.47%
Total	\$4,400,000	100%



EXHIBIT A

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

STATE OF ALASKA, <i>ex. rel.</i>)	
Attorney General BRUCE M. BOTELHO)	
Consumer Protection/Antitrust Unit)	
1031 West Fourth Avenue, Suite 200)	COMPLAINT
Anchorage, AK 99501;)	
)	
STATE OF CONNECTICUT, <i>ex. rel.</i>)	
Attorney General RICHARD BLUMENTHAL)	
Antitrust Department)	
110 Sherman Street)	
Hartford, CT 06105;)	
)	
COMMONWEALTH OF KENTUCKY, <i>ex. rel.</i>)	
Attorney General A.B. CHANDLER, III)	
1024 Capital Center Drive)	CIVIL ACTION NO. _____
Frankfort, KY 40602-2000;)	
)	
STATE OF OHIO, <i>ex. rel.</i>)	
Attorney General BETTY D. MONTGOMERY)	
Antitrust Section)	
140 East Town Street, 12 th Floor)	
Columbus, OH 43215;)	
)	
STATE OF OKLAHOMA, <i>ex. rel.</i>)	
Attorney General W.A. DREW EDMONDSON)	
4545 N. Lincoln Boulevard, Suite 260)	
Oklahoma City, OK 73105;)	
)	
STATE OF SOUTH CAROLINA, <i>ex. rel.</i>)	
Attorney General CHARLES M. CONDON)	
1000 Assembly Street, Suite 501)	
Columbia, SC 29211-1549;)	
)	

STATE OF UTAH, <i>ex. rel.</i>)
Attorney General MARK L. SHURTLEFF)
Antitrust Section)
160 East 300 South, 5 th Floor)
Salt Lake City, UT 84111;)
)
Plaintiffs,)
)
v.)
)
HOFFMANN-LA ROCHE INC.,)
ROCHE VITAMINS INC.,)
AVENTIS ANIMAL NUTRITION, S.A.,)
DAIICHI PHARMACEUTICAL CO., LTD.,)
EISAI CO., LTD.,)
TAKEDA CHEMICAL INDUSTRIES, LTD., and)
BASF CORPORATION,)
)
Defendants.)

Plaintiffs, the States and Commonwealth of ALASKA, CONNECTICUT, KENTUCKY, OHIO, OKLAHOMA, SOUTH CAROLINA, and UTAH ("Plaintiff States") bring this action on behalf of their state agencies for injunctive relief, civil penalties, and restitution for indirect purchases of vitamins and vitamin products, to compensate for injuries sustained as a result of Defendants' violations of the antitrust laws of the United States and the antitrust and/or unfair trade practices laws of the Plaintiff States. The Plaintiff States allege, upon information and belief (except as to Plaintiffs and jurisdictional facts), the following:

I.

NATURE OF THE ACTION

1. The Plaintiff States allege that the Defendants engaged in a price-fixing conspiracy in violation of the antitrust laws of the United States and the antitrust and/or unfair trade

practices laws of the Plaintiff States.

2. In summary, the alleged violation consisted of a ten-year conspiracy to fix and raise prices and to allocate market share and customers in the market for bulk vitamins. The effect of the conspiracy was to raise prices for vitamins and vitamin products.
3. The Plaintiff States bring this action for injunctive relief, civil penalties, and restitution arising from Plaintiff States' agencies indirect purchases of vitamins and products containing vitamins.

II.

JURISDICTION AND VENUE

4. Plaintiff States bring this action under Section 16 of the Clayton Act, 15 U.S.C. § 26 for injunctive relief against Defendants' price-fixing conspiracies in violation of Section 1 of the Sherman Act, 15 U.S.C. § 1, and under their respective state antitrust and/or unfair trade practices laws for restitution on behalf of their state agencies.
5. Venue is proper in this District under Section 12 of the Clayton Act, 15 U.S.C. § 22, and 28 U.S.C. § 1391(b) and (c), because the Defendants are found, reside or do business within the District of Columbia, or because the claims alleged arose, in part, in this judicial district.
6. The Complaint also alleges violations of various state antitrust and/or unfair trade practices statutes. All claims under federal and state law are based upon a common nucleus of operative facts and the entire action commenced by this Complaint constitutes a single case which would ordinarily be tried in one judicial proceeding.
7. This Court has supplemental jurisdiction over the claims based upon state law pursuant to

28 U.S.C. § 1367. Supplemental jurisdiction should be exercised in the interest of judicial economy, convenience and fairness.

III.

THE PARTIES

8. The Plaintiff States are fully set forth and identified above.
9. Defendant Hoffmann-La Roche Inc. ("Roche Inc.") is a New Jersey corporation with operations in the United States, with its principal place of business in Nutley, New Jersey. Roche Inc. was engaged in the business of the distribution and sale of vitamins, vitamin premixes, and bulk vitamins throughout the United States and the world until at least 1997.
10. Defendant Roche Vitamins Inc. ("Roche Vitamins") is a Delaware corporation with its principal place of business in New Jersey. Roche Vitamins is directly engaged in the business of the distribution and sale of vitamins, vitamin premixes, and bulk vitamin products throughout the United States and the world. Roche Inc. and Roche Vitamins are hereinafter collectively referred to as "Roche."
11. Defendant Aventis Animal Nutrition S.A. ("Aventis") is a French corporation with its principal place of business in Antony, France. It was formerly known as Rhone-Poulenc Animal Nutrition S.A. Aventis, through its affiliates, is engaged in the business of the distribution and sale of vitamins, vitamin premixes, and bulk vitamin products throughout the United States and the world.
12. Defendant BASF Corporation ("BASF") is a Delaware corporation with operations in the United States, with its principal place of business in Mount Oliver, New Jersey. BASF

Corporation is engaged in the business of the distribution and sale of vitamins, vitamin premixes and bulk vitamin products throughout the United States and the world.

13. Defendant Daiichi Pharmaceutical Co., Ltd. ("Daiichi") is a Japanese corporation with its principal place of business in Tokyo, Japan. Daiichi is engaged in the business of the distribution and sale of vitamins, vitamin premixes, and bulk vitamin products throughout the United States and the world.
14. Defendant Eisai Co., Ltd. ("Eisai") is a Japanese corporation with its principal place of business in Tokyo, Japan. Eisai is engaged in the business of the distribution and sale of vitamins, vitamin premixes, and bulk vitamin products throughout the United States and the world.
15. Defendant Takeda Chemical Industries, Ltd. ("Takeda") is a Japanese corporation with operations in the United States. Takeda, through its affiliates, is engaged in the business of the distribution and sale of vitamins, vitamin premixes and bulk vitamin products throughout the United States and the world.
16. The Defendants named in this Complaint are referred to herein as the "Defendants."
17. The acts charged in this Complaint as having been done by Defendants were authorized, ordered, or done by their officers, agents, employees, or representatives while actively engaged in the management of Defendants' business or affairs and acting within the scope of their authority.
18. Various other persons, companies and corporations, which have not been named as defendants, have participated as co-conspirators with Defendants in the violations alleged and have performed acts and made statements in the United States and elsewhere in

furtherance thereof.

IV.

TRADE AND COMMERCE

19. Vitamins are organic compounds required in the diet of humans and animals for normal growth and maintenance of life. Vitamins are essential sources of certain coenzymes necessary for metabolism, the biochemical processes that support life. All known vitamins have been synthesized chemically, and such synthesized vitamins are manufactured and sold by the Defendants and their corporate co-conspirators. Vitamins are necessary for the normal and healthy growth and development of both humans and animals. Large quantities of vitamins are sold directly and indirectly to Plaintiff States.
20. Defendants are manufacturers, marketers, and distributors of vitamins (synthetic and natural, and in dry and oil form), vitamin premixes, and other vitamin products for sale throughout the United States. The manufacture of vitamins, vitamin premixes and other vitamin products is a multi-billion dollar a year industry worldwide. The North American market for vitamins used in animal nutrition alone is an over \$500 million a year industry.
21. Defendants are also engaged in the sale, marketing, and distribution of vitamins, vitamin premixes, and other vitamin products to manufacturers and distributors of products containing vitamins, including vitamin supplements designed for human consumption and vitamin enriched foods. Such products are purchased indirectly in large quantities by the Plaintiff States each year.
22. The activities of the Defendants in the regular, continuous, and substantial flow of interstate commerce have had and do have a substantial impact upon interstate commerce.

V.

FIRST CLAIM FOR RELIEF

23. Beginning not later than 1989, the Defendants and their co-conspirators entered into and engaged in a combination and conspiracy to suppress competition by fixing the price, and allocating the markets and sales volumes, of vitamins, vitamin premixes, bulk vitamins and vitamin products offered for sale in the United States. Their conduct was an unreasonable restraint of trade in commerce in violation of Section 1 of the Sherman Act, 15 U.S.C. § 1.
24. The conspiracy engaged in by the Defendants and their co-conspirators consisted of a continuing agreement, understanding and concert of action among the conspirators to fix prices, allocate markets and volumes of sales, of vitamins, vitamin premixes, bulk vitamins, and other vitamin products in the United States.
25. The conspiracy engaged in by the Defendants affected at least the following vitamins during at least the time periods indicated:
 - A. vitamins A and E sold in the United States and elsewhere, from January 1990 into February 1999;
 - B. vitamin B2 (Riboflavin) sold in the United States and elsewhere, from at least January 1991 into at least Fall 1995;
 - C. vitamin B5 (CalPan) sold in the United States and elsewhere, from January 1991 into at least December 1998;
 - D. vitamin C sold in the United States and elsewhere, from January 1991 into at least the late Fall 1995;

E. beta carotene sold in the United States and elsewhere, from January 1991 into at least December 1998; and,

F. vitamin premixes sold to customers located throughout the United States, from January 1991 into at least December 1997.

26. The acts committed by the Defendants in establishing and in furtherance of the conspiracies violate federal and state antitrust and/or unfair trade practices laws.

27. On May 20, 1999, F. Hoffmann-La Roche Ltd., affiliate of Hoffmann-La Roche Inc. and Roche Vitamins Inc., and BASF Aktiengesellschaft, indirect parent of BASF Corporation, agreed to plead guilty to breaches of federal antitrust law. Defendant Aventis avoided criminal prosecution in the United States for the illegal acts alleged in this Complaint by participating in the United States Department of Justice Corporate Leniency Program. On September 9, 1999, Daiichi Fine Chemicals Inc., Eisai Inc., and Takeda Vitamin & Food USA, agreed to plead guilty to breaches of federal antitrust law.

VI.

SECOND CLAIM FOR RELIEF

28. Plaintiff State of Alaska repeats and realleges each and every allegation contained in paragraphs 1-27 with the same force and effect as if here set forth in full.
29. The aforementioned conspiracies by Defendants and their co-conspirators were and are in violation of AS §§45.50.471 *et seq.*

VII.

THIRD CLAIM FOR RELIEF

30. Plaintiff State of Connecticut repeats and realleges each and every allegation contained in paragraphs 1-27 with the same force and effect as if here set forth in full.
31. The aforementioned conspiracies by Defendants and their co-conspirators were and are in violation of §§ 42-110a *et seq.* of the Connecticut General Statutes.

VIII.

FOURTH CLAIM FOR RELIEF

32. Plaintiff Commonwealth of Kentucky repeats and realleges each and every allegation contained in paragraphs 1-27 with the same force and effect as if here set forth in full.
33. The aforementioned conspiracies by Defendants and their co-conspirators were and are in violation of K.R.S. §§367.170 and 367.175.

IX.

FIFTH CLAIM FOR RELIEF

34. Plaintiff State of Ohio repeats and realleges each and every allegation contained in paragraphs 1-27 with the same force and effect as if here set forth in full.
35. The aforementioned conspiracies by Defendants and their co-conspirators were and are in violation of the Valentine Act, Ohio Rev. Code §§ 109.81 and 1331.01 *et seq.*

X.

SIXTH CLAIM FOR RELIEF

36. Plaintiff State of Oklahoma repeats and realleges each and every allegation contained in paragraphs 1-27 with the same force and effect as if here set forth in full.
37. The aforementioned conspiracies by Defendants and their co-conspirators were and are in violation of 15 O.S. §§751 *et seq.*

XI.

SEVENTH CLAIM FOR RELIEF

38. Plaintiff State of South Carolina repeats and realleges each and every allegation contained in paragraphs 1-27 with the same force and effect as if here set forth in full.
39. The aforementioned conspiracies by Defendants and their co-conspirators were and are in violation of the South Carolina Unfair Trade Practices Act, §§39-5-10 *et seq.*

XII.

EIGHTH CLAIM FOR RELIEF

40. Plaintiff State of Utah repeats and realleges each and every allegation contained in paragraphs 1-27 with the same force and effect as if here set forth in full.
41. The aforementioned conspiracies by Defendants and their co-conspirators were and are in violation of §§76-10-914 *et seq.*, Utah Code Ann. (2000).

XIII.

EFFECTS

42. The unlawful contracts, combinations, and conspiracies of the Defendants have had the following effects among others:
- A. Price competition in the sale of vitamins and vitamin products has been restrained, suppressed and eliminated throughout the United States;
 - B. Prices for vitamins and vitamin products sold by the Defendants and their co-conspirators have been raised, fixed, maintained and stabilized at artificially high and noncompetitive levels throughout the United States;
 - C. The Plaintiff States, who purchase significant amounts of vitamins and vitamin products, have paid more for these products than they would have paid in a truly competitive market;
 - D. Markets and customers have been divided among the Defendants such that Plaintiff States have not been able to purchase vitamins at prices they would have paid in a truly competitive market.
43. Each of these acts resulted in the illegal restraint of trade and commerce and acted to

destroy free and open competition in our market system and, thereby, resulted in increased costs and the deterioration in quality of commodities and services to the Plaintiff States.

44. As a direct and proximate result of the Defendants' unlawful conduct, the Plaintiff States have been irreparably harmed and injured in their business and property.

PRAYER FOR RELIEF

WHEREFORE, the Plaintiff States pray that the Court:

1. Adjudge and decree that the Defendants have engaged in an unlawful contract, combination and conspiracy, in violation of Section 1 of the Sherman Act, 15 U.S.C. § 1.
2. Adjudge and decree that the Defendants have engaged in unlawful conduct in violation of the state statutes referred to herein.
3. Enter judgment in favor of the Plaintiff States and against the Defendants, jointly and severally, for the restitution determined to be due to their state agencies as a result of the Defendants' violation of the above-referenced federal and state antitrust and/or unfair trade practices laws.
4. Enter judgment against each Defendant for the maximum civil penalty allowed under those state statutes referred to herein.
5. Enjoin the Defendants from continuing or repeating the unlawful combination or conspiracies alleged herein or other appropriate injunctive relief.
6. Award the Plaintiff States the costs of suit, including reasonable attorneys' fees; and such other and further relief as the Court may deem appropriate.

JURY TRIAL DEMAND

Plaintiffs demand trial by jury pursuant to Rule 38(b) of the Federal Rules of Civil

Procedure on all issues triable of right by a jury.

DATED: July __, 2001

MARK L. SHURTLEFF
Attorney General of Utah

By: _____
WAYNE KLEIN
Antitrust Section
160 East 300 South, 5th Floor
Salt Lake City, UT 84111
(801) 366-0358

Counsel for Utah
and on behalf of the Plaintiff States

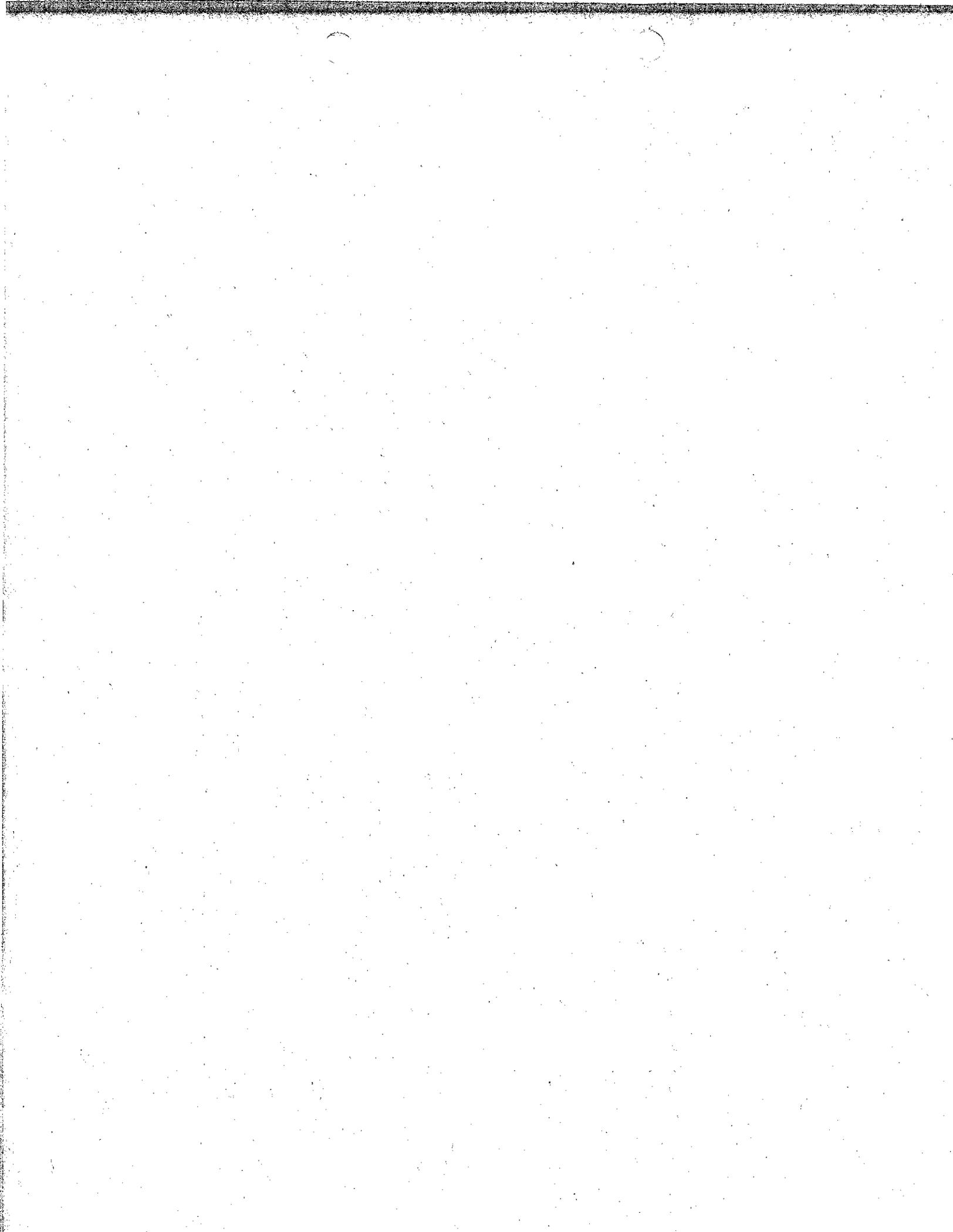


EXHIBIT B

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

STATE OF ALASKA, *ex. rel.*)
Attorney General BRUCE M. BOTELHO,)
))
STATE OF CONNECTICUT, *ex. rel.*)
Attorney General RICHARD BLUMENTHAL,)
))
COMMONWEALTH OF KENTUCKY, *ex. rel.*)
Attorney General A.B. CHANDLER, III,)
))
STATE OF OHIO, *ex. rel.*)
Attorney General BETTY D. MONTGOMERY,)
))
STATE OF OKLAHOMA, *ex. rel.*)
Attorney General W.A. DREW EDMONDSON,)
))
STATE OF SOUTH CAROLINA, *ex. rel.*)
Attorney General CHARLES M. CONDON,)
))
STATE OF UTAH, *ex. rel.*)
Attorney General MARK L. SHURTLEFF,)
))
Plaintiffs,)
))
v.)
))
HOFFMANN-LA ROCHE INC.,)
ROCHE VITAMINS INC.,)
AVENTIS ANIMAL NUTRITION, S.A.,)
DAIICHI PHARMACEUTICAL CO., LTD.,)
EISAI CO., LTD.,)
TAKEDA CHEMICAL INDUSTRIES, LTD., and)
BASF CORPORATION,)
))
Defendants.)

**FINAL JUDGMENT AND
CONSENT DECREE**

CIVIL ACTION NO. _____

Plaintiffs, the States and Commonwealth of ALASKA, CONNECTICUT, KENTUCKY,
OHIO, OKLAHOMA, SOUTH CAROLINA, and UTAH ("Plaintiff States") have filed a Complaint

on behalf of their state agencies against Hoffmann-La Roche Inc., Roche Vitamins Inc., Aventis Animal Nutrition, S.A., BASF Corporation, Daiichi Pharmaceutical, Ltd., Eisai Co., Ltd., and Takeda Chemical Industries, Ltd. (collectively, "Settling Defendants") seeking injunctive relief, civil penalties, and restitution relating to proprietary purchases of vitamins and indirect vitamin products and alleging that the Settling Defendants and co-conspirators violated federal and state antitrust and/or unfair trade practice laws. The Settling Defendants deny the allegations contained therein. The Plaintiff States commenced this action on the ___ day of July, 2001.

Plaintiff States, by their respective Attorneys General, and the Settling Defendants have entered into a Settlement Agreement and have agreed by stipulation to entry of this Final Judgment and Consent Decree. The Plaintiff States and Settling Defendants have further agreed that neither the Settlement Agreement, Stipulation, nor Final Judgment and Consent Decree shall constitute any evidence against or admission by any party with respect to any matter or issue raised in the Complaint. Now, therefore, prior to taking any testimony, and without trial or adjudication of any issues of fact or law and upon the consent of the parties hereto;

IT IS HEREBY ORDERED, ADJUDGED AND DECREED as follows:

I.

JURISDICTION

This Court has jurisdiction over the subject matter of this action. The Court also has jurisdiction over each of the parties hereto solely for the purpose of enforcing this Final Judgment and Consent Decree and the Settlement Agreement. The Complaint raises claims against the Settling Defendants under Section 1 of the Sherman Act (15 U.S.C. § 1) and Section 16 of the Clayton Act (15 U.S.C. § 26). Jurisdiction lies in this court pursuant to 28 U.S.C. § 15.

The Complaint also raises supplemental state claims for restitution, civil penalties, and injunctive relief pursuant to 28 U.S.C. § 1367.

II.

DEFINITIONS

As used in this Final Judgment and Consent Decree:

1. "Final Approval" means the first date upon which each of the following conditions has been satisfied: (i) this Final Judgment and Consent Decree has been entered; and (ii) either (a) the time to appeal, or to seek permission to appeal, the entry of this Final Judgment and Consent Decree has expired with no appeal having been taken or permission to appeal having been sought; or (b) the entry of this Final Judgment and Consent Decree 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 is no longer subject to the possibility of further appeal or review.
2. "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.
3. "Settlement Agreement" means the Settlement Agreement entered into on the ___ day of July 2001 between the Plaintiff States and the Settling Defendants. A copy of the Settlement Agreement is attached as Exhibit A to this Final Order and Consent Decree.
4. "Settlement Amount" means four million, four hundred thousand dollars (\$4,400,000).
5. "Settling Defendants" means the Defendants named in the caption of the complaint.
6. "States" or "Plaintiff States" means the States and Commonwealth of Alaska,

Connecticut, Kentucky, Ohio, Oklahoma, South Carolina, and Utah.

7. "Vitamin Products" means: (i) the following vitamins and carotenoids: vitamin A, astaxanthin, vitamin B 1 (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.

III.

INJUNCTION

BASF Corporation, Daiichi Fine Chemicals, Inc., Eisai U.S.A., Inc., Hoffmann-LaRoche, Inc., Roche Vitamins Inc., Aventis Animal Nutrition Inc. and Takeda Vitamin and Food USA Inc. are hereby enjoined and restrained, up to and including October 10, 2002, from engaging in any horizontal conduct that constitutes a per se violation of Section 1 of the Sherman Act, including, but not limited to, price fixing, market allocation and bid rigging, with respect to the sale of any Vitamin Product for delivery in the United States.

IV.

PAYMENT TO THE STATES

On the Funding Date, each of the Settling Defendants (or an affiliate) will severally pay into escrow its share of the total sum of the Settlement Amount in full and final settlement of all the Excluded State Claims against the Released Parties. The Escrow Agent, acting pursuant to the Settlement and Escrow Agreements, is hereby ordered to distribute the Settlement Amount, plus net interest after payment of any escrow expenses, pursuant to written direction of the parties no sooner than thirty (30) days after Final Approval.

V.

DISMISSAL WITH PREJUDICE

The Complaint against the Settling Defendants is hereby dismissed with prejudice as provided in the Settlement Agreement, and without costs.

There is no just reason for delay of entry of a final judgment of dismissal with prejudice as to the Settling Defendants, and the Clerk is therefore directed to enter such a final judgment pursuant to Rule 54(b) of the Federal Rules of Civil Procedure.

VI.

RETENTION OF JURISDICTION

Without affecting the finality of this Final Judgment and Consent Decree, the Court shall retain jurisdiction over this matter for the purpose of enabling any party hereto to apply for such further orders and directions as may be necessary or appropriate for the construction or enforcement of the Settlement Agreement and this Final Judgment and Consent Decree and to remedy a violation of any of the provisions contained herein. This Court shall have the authority to specifically enforce the provisions of this Final Judgment and Consent Decree.

VII.

TERM

On October 10, 2002, Section III of this Final Judgment and Consent Decree shall automatically terminate without any action by any party or the Court.

SO ORDERED this ____ day of _____ 2001

The Hon. Thomas F. Hogan
UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA