

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA**

IN RE VITAMINS ANTITRUST LITIGATION

This filing relates to:

LIVENGOOD FEEDS, INC., *et al.*,

Plaintiffs,

- against -

MERCK KGaA., *et al.*,

Defendants.

Misc. No. 99-0197 (TFH)
M.D.L. No. 1285

**NOTICE OF VITAMIN PRODUCTS SETTLEMENTS WITH SUMITOMO CHEMICAL AMERICA, INC.,
SUMITOMO CHEMICAL CO., LTD., TANABE USA, INC., TANABE SEIYAKU CO., LTD.,
REILLY INDUSTRIES, INC., REILLY CHEMICALS, S.A., LONZA GROUP LTD.,
LONZA INC., LONZA AG, DEGUSSA AG, DEGUSSA CORP., NEPERA INC.
AND HEARING THEREON**

TO: ALL PERSONS AND ENTITIES WHO DIRECTLY PURCHASED VITAMIN PRODUCTS FROM A DEFENDANT OR ITS CO-CONSPIRATORS HEREIN DURING THE PERIOD FROM JANUARY 1, 1990 THROUGH SEPTEMBER 30, 1998 FOR DELIVERY IN THE UNITED STATES.

PLEASE READ THIS NOTICE CAREFULLY AND IN ITS ENTIRETY.

A FIFTH, SIXTH, SEVENTH AND EIGHTH SETTLEMENT HAVE BEEN PROPOSED THAT MAY AFFECT YOUR RIGHTS. IF YOU ARE A MEMBER OF THE VITAMIN PRODUCTS CLASS DESCRIBED BELOW, YOU MAY BE ENTITLED TO SHARE IN THE SETTLEMENT FUNDS.

NOTICE IS HEREBY GIVEN that by orders dated October 14, 2003 and November 17, 2003, a hearing will be held before the Honorable Thomas F. Hogan, Chief Judge, United States District Court, in Courtroom No. 8, United States Courthouse, 333 Constitution Avenue, N.W., Washington, D.C. 20001, on February 18, 2004 at 10:00 a.m. (the "Settlement Hearing"), to determine whether four proposed settlements in the above-captioned litigation as to defendants Sumitomo Chemical America, Inc., Sumitomo Chemical Co., Ltd., Tanabe USA, Inc., Tanabe Seiyaku Co., Ltd., Reilly Industries, Inc., Reilly Chemicals, S.A., Lonza Group Ltd., Lonza Inc., Lonza AG, Degussa AG, Degussa Corp., and Nepera, Inc., (hereafter referred to as the "Settling Defendants") as set forth in the Settlement Agreements dated as of November 1, 2002, March 6, 2003, July 10, 2003, and August 1, 2003 (the "Settlement Agreements") are fair, reasonable and adequate to the Vitamin Products Class.

The Settlement Agreements, if approved by the Court, will result in a cash payment of \$105,930,000 (one hundred five million, nine hundred thirty thousand dollars) to be made available to the members of the Vitamin Products Class and the dismissal with prejudice of all claims against Sumitomo Chemical America, Inc., Sumitomo Chemical Co., Ltd., Tanabe USA, Inc., Tanabe Seiyaku Co., Ltd., Reilly Industries, Inc., Reilly Chemicals, S.A., Lonza Inc., Lonza Group Ltd., Lonza AG, Degussa AG, Degussa Corp., and Nepera, Inc. with respect to Vitamin Products asserted in the class actions brought on behalf of direct purchasers that have been consolidated in this litigation (the "Class Action"). The \$105.93 million paid in settlement of the Class Action, plus interest, (hereafter referred to as the "Vitamin Products Settlement Fund") will be distributed among the members of the Vitamin Products Class who submit timely and valid Claim Forms based on their purchases of Vitamin Products from Defendants and/or their co-conspirators during the relevant period, pursuant to the terms of the plan of allocation described below. If you are a member of the Vitamin Products Class, you have the right to object to the terms of these settlements and to file a claim form.

The Settlement Agreements also provide that, subject to the approval of the Court, an award of attorneys' fees, costs and expenses for plaintiffs' counsel will be sought at a later point in time, to be paid from the Vitamin Products Settlement Fund.

Notice of one prior settlement involving both Vitamin Products and Choline Chloride, two prior settlements involving only Choline Chloride, and one prior settlement involving only Vitamin Products was given previously.

I. BACKGROUND OF THE CLASS ACTIONS

Class Plaintiffs and others have filed lawsuits in this Court and elsewhere in the United States against the Settling Defendants and others. The lawsuits have been consolidated in this Court for pretrial purposes before the Honorable Thomas F. Hogan, Chief Judge, United States District Court. The class actions were described in previous Notices mailed in December 1999, April 2001, July 2001, and October 2002.

On May 15, 2002, after dismissal of the case filed in the District of Columbia against Sumitomo Chemical Co., Ltd., Class Plaintiffs filed a case against that company and Tanabe Seiyaku Co. Ltd. in the District Court in New Jersey. Those cases have been transferred to the District of Columbia for consolidated pre-trial proceedings. If the Settlement Agreements are approved by the Court, the lawsuit as against Sumitomo Chemical Co., Ltd. and Tanabe Seiyaku Co., Ltd. in New Jersey will also be finally dismissed.

Class Plaintiffs allege that certain defendants unlawfully agreed to fix, raise, maintain and stabilize the prices of Vitamin Products sold in the United States in violation of Section 1 of the Sherman Act, 15 U.S.C. § 1. Class Plaintiffs claim that, as a result of this alleged price-fixing and other unlawful collusive conduct, they and other members of the Vitamin Products Class paid more for Vitamin Products than they would have paid absent such conduct.

If the Settlement Agreements are approved by the Court, there will be no remaining defendants in these actions.

THIS NOTICE IS NOT TO BE UNDERSTOOD AS AN EXPRESSION OF ANY OPINION FROM THE COURT AS TO THE MERITS OF ANY OF THE CLAIMS OR DEFENSES ASSERTED BY PLAINTIFFS OR DEFENDANTS.

II. THE VITAMIN PRODUCTS CLASS

By Orders of February 25, 2002 and September 16, 2002, the Court certified the Vitamin Products Class, and designated certain of the class plaintiffs in the Class Action (the "Class Plaintiffs") to be representatives of the Vitamin Products Class. The Vitamin Products Class is defined as:

All persons or entities who directly purchased vitamins A, C, E, B1, B2, B3, B5, B6, B9, B12, H, beta carotene, astaxanthin, canthaxanthin and/or vitamin premixes for delivery in the United States from any of the defendants or their co-conspirators from January 1, 1990 through September 30, 1998. Excluded from the class are all governmental entities, defendants, their co-conspirators, and all their respective subsidiaries and affiliates.

The Vitamin Products Class is summarized as set forth in the table below.

VITAMIN PRODUCT	PERIOD	MANUFACTURERS*
VITAMIN A	January 1, 1990- December 31, 1998	BASF ROCHE RHONE-POULENC
VITAMIN B1 (THIAMIN)	January 1, 1991- December 31, 1994	ROCHE TAKEDA
VITAMIN B2 (RIBOFLAVIN)	January 1, 1991- December 31, 1995	BASF ROCHE TAKEDA
VITAMIN B3 (NIACIN)	January 1, 1990- December 31, 1998	LONZA DEGUSSA NEPERA REILLY
VITAMIN B5 (CALPAN)	January 1, 1991- December 31, 1998	BASF DAIICHI ROCHE
VITAMIN B6	January 1, 1991- December 31, 1994	DAIICHI ROCHE TAKEDA
VITAMIN B9 (FOLIC ACID)	January 1, 1991- December 31, 1994	KONGO ROCHE TAKEDA YODOGAWA/SUMIKA
VITAMIN B12 (CYANA-COBALAMINE PHARMA)	January 1, 1990- December 31, 1998	HOECHST RHONE-POULENC
VITAMIN C	January 1, 1991- December 31, 1995	BASF E-MERCK ROCHE TAKEDA

VITAMIN E	January 1, 1990- December 31, 1998	BASF EISAI (1991-1998 only) RHONE-POULENC ROCHE
VITAMIN H (BIOTIN)	January 1, 1991- December 31, 1995	E-MERCK LONZA ROCHE SUMITOMO TANABE
ASTAXANTHIN	January 1, 1992- December 31, 1997	BASF ROCHE
BETA-CAROTENE	January 1, 1991- December 31, 1998	BASF ROCHE
CANTHAXANTHIN	January 1, 1992- December 31, 1997	BASF ROCHE
PREMIX	January 1, 1990- December 31, 1998	BASF RHONE-POULENC ROCHE

III. THE PROPOSED SETTLEMENTS

The following descriptions of the Settlement Agreements are only summaries.

1. The Settlement Agreements

Subject to the terms of the Settlement Agreements, the Settling Defendants have deposited all settlement monies into interest-bearing escrow accounts for the benefit of Class Plaintiffs. The Sumitomo Defendants deposited \$17.5 million on November 8, 2002; the Tanabe Defendants deposited \$45 million on December 25, 2002; the Reilly Defendants deposited \$4.15 million on April 25, 2003; and the Lonza, Degussa, and Nepera Defendants collectively deposited \$39.28 million by August 22, 2003. The sum of these funds, \$105.93 million, and any interest earned thereon, are referred to in this Notice as part of the "Vitamin Products Settlement Fund."

2. Investigation Leading to the Proposed Settlements

Before and following the filing of the Class Action, Class Plaintiffs conducted extensive investigation and formal discovery of the facts relating to the claims alleged in the Class Action, and retained and consulted with economists and other experts. In recommending that Class Plaintiffs enter into the Settlement Agreements, Plaintiffs' Co-Lead Counsel also took into consideration guilty pleas and criminal fines paid by other defendants and members of the conspiracy.

Class Plaintiffs have also taken into account that, as was the case with other defendants in previous settlements, the sales of the Settling Defendants and Releasees into the United States during the period in question were limited.

Based upon their extensive investigation, their consultation with experts retained by them and their evaluation of the claims of the members of the Vitamin Products Class and defenses that might be asserted thereto, Plaintiffs' Co-Lead Counsel believe that these settlements are fair, reasonable and adequate and in the best interests of the Vitamin Products Class.

3. Release of Claims against the Settling Defendants and Releasees

In the event that the Court approves these Settlement Agreements after the Settlement Hearing, each member of the Vitamin Products Class shall (on its own behalf and on behalf of its direct and indirect parents, subsidiaries and affiliates, the present and former officers, directors, employees, agents and legal representatives of each of the foregoing, and the predecessors, successors, heirs, executors, administrators and assigns of each of the foregoing) (collectively, the "Releasers") completely release and forever discharge the Settling Defendants, their direct and indirect parents, subsidiaries and affiliates, the present and former officers, directors, employees, managers, agents and legal representatives of each of the foregoing, and the predecessors, successors, heirs, executors, administrators and assigns of each of the foregoing (with respect to any conduct of any of the above entities) (collectively, the "Releasees") from all manner of claims, demands, actions, suits, causes of action, whether class, individual, or otherwise in nature, damages whenever incurred, and liabilities of any nature whatsoever, including without limitation costs, expenses, penalties and attorneys' fees, known or unknown, suspected or unsuspected, asserted or unasserted, in law or in equity, that such Releaser, whether directly, representatively, derivatively or in any other capacity, ever had, now has or hereafter can, shall or may have, relating in any way to any conduct prior to the date

of the Settlement Agreements concerning the purchase, sale or pricing of Vitamin Products and any or all other vitamins or relating to any conduct alleged in the Class Action, including, without limitation, any such claims which have been asserted or could have been asserted in the Class Action against the Releasees or any of them (the "Released Claims"), except that this release shall not affect the rights of any Releasers (i) to seek damages or other relief from any person with respect to any Vitamin Products or vitamins purchased directly from the manufacturer (or any subsidiary or affiliate thereof) outside the United States for delivery to a destination outside the United States; or (ii) to participate in or benefit from any relief or other recovery as part of a settlement or judgment on behalf of a class of indirect purchasers of Vitamin Products.

In addition, each member of the Vitamin Products Class shall waive and release with respect to the Released Claims, any and all provisions, rights and benefits conferred by (a) § 1542 of the California Civil Code, which reads:

"Section 1542. General release; extent. 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,"

and (b) any similar state, federal, or other law, rule or regulation, or principle of common law, which is similar, comparable or equivalent to § 1542 of the California Civil Code. Each member of the Vitamin Products Class may hereafter discover facts other than or different from those that it knows or believes to be true with respect to the subject matter of the Released Claims, but each member of the Vitamin Products Class as a Releaser shall expressly agree that, upon the approval of the Settlement Agreements by the Court after the Settlement Hearing, it shall have waived and fully, finally and forever settled and released any known or unknown, suspected or unsuspected, asserted or unasserted, contingent or non-contingent claim with respect to the Released Claims, whether or not concealed or hidden, without regard to the subsequent discovery or existence of such other or different facts.

The release and dismissal of the claims of the Vitamin Products Class will have no effect upon any claims you may have against persons other than the Releasees. In addition, the release shall not release any product liability or breach of contract claims unrelated to the subject matter of the Class Action.

4. Attorneys' Fees and Expenses

The Settlement Agreements provide that Attorneys' fees, costs and expenses may be paid out of the Settlement Funds after Court approval.

When Plaintiffs' Co-Lead Counsel request attorneys' fees and reimbursement of litigation costs and expenses on behalf of all counsel for named plaintiffs in the Class Actions, the request will be filed with the Court, and subject to Court approval.

IV. FILING AND PROCESSING OF CLAIM FORMS

If you are a member of the Vitamin Products Class and the settlements become effective in accordance with the terms of the Settlement Agreements, you will be entitled to share in the Vitamin Products Settlement Fund. **Claim Forms are included with this notice and must be completed and postmarked by March 17, 2004.**

The Claim Form asks for information concerning the amount, calculated in dollars, of each Claimant's qualified direct purchases of Vitamin Products for delivery in the United States, as well as reasonably available documentation (such as account statements and extracts of books and records) that evidence such purchases. In providing the dollar amount of Claimant's Vitamin Products purchases, sales taxes and delivery or freight charges should be excluded (if ascertainable).

You should retain all documents that substantiate the purchases of Vitamin Products that you claim on your Claim Form.

If you wish to know the amount of your Qualifying Purchases reflected in the records of the Manufacturers, you may call the toll-free number provided below to request to have a statement of your Qualifying Purchases mailed to your address as it appears in such records. Please have available before you call, the names and addresses of all your subsidiaries and affiliates who purchased Vitamin Products.

1-800-252-5745

Please allow the Claims Administrator sufficient time to process your telephone request and to mail your Updated Qualifying Purchase schedule.

The information submitted in these Claim Forms will be the basis for distributing all present and future Vitamin Products settlement funds to members of the Vitamin Products Class.

In the event a Claimant is dissatisfied with the decisions reached by the Claims Administrator, the Claimant may seek a determination by the Court of the amount of Claimant's allowed purchases.

Any and all transferees or assignees of, or successors to, the claims or rights of any member of the Vitamin Products Class, which claims are based on direct purchases of Vitamin Products from January 1, 1990 through September 30, 1998 for delivery in the United States from a defendant herein (or any subsidiary or affiliate thereof), will be entitled to submit a Claim Form to share in the Vitamin Products Settlement Fund and will be bound by the terms of the Settlement Agreements, if approved by the Court, and shall be required to exercise their rights under the Settlement Agreements in the same manner as members of the Vitamin Products Class.

To the extent that you have previously entered into an agreement with any Releasee that settles or compromises antitrust claims based on purchases of Vitamin Products during the period identified above, you may not claim or recover under the Settlement Agreement with respect to any purchases of Vitamin Products covered by the previous settlement.

V. PLAN OF ALLOCATION AND DISTRIBUTION OF THE VITAMIN PRODUCTS SETTLEMENT FUND

The Vitamin Products Settlement Fund will be distributed to members of the Vitamin Products Class at a later point in time. Vitamin Products Class Members that submit timely and valid Claim Forms and whose Claims are allowed by the Court ("Authorized Claimants") will receive a distribution. The distribution will take place after the following: (1) final approval of the settlements by the Court and the expiration of any period for further review or appeal of the Court's order of approval or the resolution of any such review or appeal; (2) receipt of the Claim Forms by the Claims Administrator; (3) review of the Claim Forms by the Claims Administrator and the determination of the amounts recommended to be paid to Claimants; and (4) approval by the Court of the Claims Administrator's recommendations as to the amounts to be paid to Authorized Claimants.

Distribution of the Vitamin Products Settlement Fund will be based on Authorized Claimants' direct purchases of Vitamin Products, for delivery to a destination in the United States, from any defendant (or its subsidiary or affiliate) or their co-conspirators (or their subsidiaries or affiliates). Qualifying purchases shall be for those Vitamin Products listed in the table on page 2 during the listed periods and from the named manufacturers. If you purchased Vitamin Products in years other than those for which compensation may be had, you will not be entitled to recover with respect to those purchases. If you did not purchase any Vitamin Products during the period for which Vitamin Products Class members are entitled to recover, you are not a member of the Vitamin Products Class and you are not entitled to any recovery under the Settlement Agreements.

Please note that submission of a Claim Form does not necessarily assure the right to payment thereunder. The Court may deny, in whole or in part, any claim if it determines that the Claimant is excluded from the definition of the Vitamin Products Class or if there are legal or equitable grounds for rejecting such claim.

VI. SETTLEMENT HEARING

At the Settlement Hearing, the Court will consider whether the Settlement Agreements should be approved as fair, adequate and reasonable to the Vitamin Products Class and whether the claims of the Vitamin Products Class should be dismissed with prejudice as to the Releasees that are defendants therein, as provided in the Settlement Agreements. Any member of the Vitamin Products Class is entitled to appear and be heard at the Settlement Hearing, in person or through duly authorized attorneys, and to show cause why the settlements should not be approved as fair, reasonable and adequate, *provided, however*, that no such person shall be heard in opposition to any of the foregoing, and no paper or brief submitted by such person shall be received or considered by the Court unless, on or before January 2, 2004 such person files a notice of intention to appear, and a

statement of the position to be asserted, and the grounds therefore, together with copies of any supporting papers or brief with the Clerk, United States District Court for the District of Columbia, 333 Constitution Avenue, N.W., Washington, D.C., 20001, with proof of service upon the counsel identified below:

Counsel for Plaintiffs

Michael D. Hausfeld
Cohen, Milstein, Hausfeld
& Toll, P.L.L.C.
1100 New York Avenue, N.W.
West Tower, Suite 500
Washington, D.C. 20005-3964
(202) 408-4600
(202) 408-4699

Counsel for Defendants

Moses Silverman
Aidan Synnott
Paul, Weiss, Rifkind, Wharton
& Garrison
1285 Avenue of the Americas
New York, NY 10019-6064
(212) 373-3000
(212) 757-3990
Sumitomo Chemical America
Inc. and Sumitomo Chemical
Co. Ltd.

Mark Riera
Sheppard Mullin Richter
& Hampton, LLP
333 South Hope Street
Forty-Eighth Floor
Los Angeles, CA 90071
(213) 617-4214
(213) 620-1398
Tanabe U.S.A. Inc. and
Tanabe Seiyaku Co. Ltd.

Dennis P. Orr
Thomas M. Mueller
Mayer, Brown, Rowe & Maw, LLP
1675 Broadway
New York, NY 10019
(212) 506-2500
(212) 262-1910
Lonza Group Ltd., Lonza AG
and Lonza Inc.

Peter Halle
Morgan, Lewis & Bockius, LLP
1111 Pennsylvania Avenue, N.W.
Washington, D.C. 20004
(202) 739-3000
(202) 739-3001
Degussa AG and Degussa Corp.

Gary Kubek
Debevoise & Plimpton
919 Third Avenue
New York, NY 10022
(212) 909-6000
(212) 909-6836
Nepera, Inc.

Karen N. Walker
Kirkland & Ellis
655 Fifteenth Street, N.W.
Washington, D.C. 20005
(202) 879-5096
(202) 879-5200
Reilly Industries, Inc. and
Reilly Chemicals S.A.

No class member shall be entitled to contest the terms and conditions of the Settlement Agreements unless the procedures set forth above are complied with, and persons who fail to object as provided

herein shall be deemed to have waived and shall be foreclosed forever from raising any such objections or appealing from any orders or judgments entered with respect to the Settlement Agreements.

The Settlement Hearing is presently set for February 18, 2004 at 10:00 a.m. The time and date of the hearing may be continued from time to time. Notice of any such continuance shall be posted at the United States Courthouse or on the Court's website, <http://www.dcd.uscourts.gov/99ms197.html>.

VII. ADDITIONAL INFORMATION

**THE ABOVE IS ONLY A SUMMARY OF
THE SETTLEMENT AGREEMENTS.**

For more detailed information concerning the matters involved in the litigation, reference is made to the pleadings, to the Settlement Agreements, to the Orders entered by the Court and to the other papers filed in the Class Action, which may be inspected at the Office of the Clerk of the United States District Court for the District of Columbia, 333 Constitution Avenue, N.W., Washington, D.C. 20001 during regular business hours.

ALL INQUIRIES CONCERNING THIS NOTICE AND THE SETTLEMENT AGREEMENTS SHOULD BE DIRECTED TO ONE OF PLAINTIFFS' CO-LEAD COUNSEL, *IN WRITING*, AT THE ADDRESSES SET FORTH BELOW.

Michael D. Hausfeld, Esq.
Cohen, Milstein, Hausfeld & Toll, P.L.L.C.
West Tower, Suite 500
1100 New York Avenue, N.W.
Washington, D.C. 20005-3964

or

William A. Isaacson, Esq.
Boies, Schiller & Flexner, LLP
5301 Wisconsin Avenue, N.W.
8th Floor
Washington, D.C. 20015

or

Stephen D. Susman, Esq.
James T. Southwick, Esq.
Susman Godfrey LLP
1000 Louisiana, Suite 5100
Houston, TX 77002

**INQUIRIES SHOULD NOT BE MADE BY TELEPHONE AND
SHOULD NOT BE DIRECTED TO THE COURT**

DATED: NOVEMBER 18, 2003

BY ORDER OF THE COURT:

*UNITED STATES DISTRICT JUDGE
UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA*

If you change your address, or if this Notice was not mailed to your correct address, you should immediately provide your correct address to *Vitamin Products Antitrust Litigation*, P.O. Box 58520, Philadelphia, Pennsylvania 19102-5852. If the Claims Administrator does not have your correct address, you may not receive notice of important developments in this litigation.

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA**

IN RE VITAMINS ANTITRUST LITIGATION

This document relates to:

LIVENGOOD FEEDS, INC., *et al.*,

Plaintiffs,

- *against* -

MERCK KGaA., *et al.*,

Defendants.

Misc. No. 99-197 (TFH)
MDL No. 1285

VITAMIN PRODUCTS SETTLEMENTS

PROOF OF CLAIM

CLAIMANTS MUST ANSWER FULLY ALL PARTS OF THIS FORM

TO BE ELIGIBLE TO SHARE IN VITAMIN PRODUCTS SETTLEMENT FUNDS OR IN ANY PENDING OR FUTURE APPROVED SETTLEMENT FUNDS, YOU MUST HAVE PURCHASED VITAMIN PRODUCTS FOR DELIVERY IN THE UNITED STATES DIRECTLY FROM ANY DEFENDANT OR ITS CO-CONSPIRATORS, DURING THE PERIOD FROM JANUARY 1, 1990 THROUGH SEPTEMBER 30, 1998. IF YOU DID SO, YOU ARE A MEMBER OF THE VITAMIN PRODUCTS CLASS AND ARE ENTITLED TO SUBMIT A CLAIM TO SHARE IN THE VITAMIN PRODUCTS SETTLEMENT FUNDS UNLESS YOU EXCLUDED YOURSELF FROM THE VITAMIN PRODUCTS CLASS.

TO SHARE IN THE SETTLEMENT FUNDS, YOU MUST COMPLETE AND SIGN THIS PROOF OF CLAIM FORM EVEN IF YOU PREVIOUSLY FILED A PROOF OF CLAIM FORM WHICH HAD A FILING DEADLINE OF MAY 8, 2000 AND MAIL IT, VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED, POSTAGE PREPAID, POSTMARKED NO LATER THAN **MARCH 17, 2004**, TO:

VITAMINS ANTITRUST LITIGATION
RE: VITAMIN PRODUCTS CLAIM FORM
P. O. BOX 58520
PHILADELPHIA, PA 19102-5852

It is recommended that you retain a photocopy of your completed Proof of Claim.

A FAILURE TO MAIL YOUR PROOF OF CLAIM BY **MARCH 17, 2004** WILL SUBJECT YOUR CLAIM TO REJECTION AND PRECLUDE YOU FROM SHARING IN THE SETTLEMENT FUNDS. DO NOT MAIL OR DELIVER YOUR PROOF OF CLAIM TO THE COURT OR TO ANY OF THE PARTIES OR THEIR COUNSEL. NO PROOF OF CLAIM WILL BE DEEMED SUBMITTED UNLESS ACTUALLY SUBMITTED TO THE CLAIMS ADMINISTRATOR AT THE ABOVE ADDRESS.

This form (other than signatures) **MUST BE TYPED OR PRINTED.**

I. CHOICE ON FILING

You may have previously filed a Court-approved Proof of Claim form in the proceedings related to the first Vitamin Products Settlements, which had a filing deadline of May 8, 2000, or you may not have previously filed such a claim. To assist you in preparing the claim form, you may contact the Claims Administrator at 1-800-252-5745 and request a schedule of updated qualifying purchases from Manufacturers. If you use this Manufacturer's updated schedule of qualifying purchases, attach a copy to your claim. Please choose one of the following options:

- ___ Use only the approved Vitamin Products purchases from the Proof of Claim form I previously filed in the Vitamin Products Settlements covering the period from 1990 through 1998. I have no additional purchases from 1990 through 1998 upon which I want to rely for the purposes of this claim.
- ___ I hereby agree that the dollar amount of my qualifying purchases reflected in the Updated Manufacturers' records represent the amounts of my qualifying purchases from such Manufacturers. The total purchases of all Vitamin Products I am claiming is \$ _____. I have attached a copy of the updated schedule to my claim.
- ___ For the years 1990 through 1998, base my claim upon the approved Vitamin Products purchases from the claim form I previously filed. In addition to the prior approved Vitamin Products purchases totaling \$ _____, base my claim upon any purchase data I have included in this form and for which I provided documentation. The total purchases of all Vitamin Products I am claiming is \$ _____.
- ___ I did not file a Proof of Claim form in the May, 2000 filing for the first Vitamin Products Settlements. Base my claim upon the purchases reflected in this form which total \$ _____ and for which I am providing documentation.

Regardless of your choice, everyone must also complete Sections II, Claimant, VI Certification, and VII Substitute Form W-9.

F. Other names used by Claimant.

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

Business or Trade Name(s)	Location(s)	Years
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

III. STATEMENT OF CLAIM

To recover from the Settlement Funds, you must complete the Schedules set forth below in full unless you checked a box in Section I above stating that you are solely relying on purchase records as provided in the manufacturers provided data or in your previously Filed Claim Form due May 2000. On the Schedules, state the amount, calculated in dollars, of Claimant's direct purchases of Vitamin Products for delivery in the United States from each of the manufacturers identified on the Schedules (or any subsidiary or affiliate thereof) for each year for which such information is requested. Your figures should reflect the actual purchase price to the Claimant — *i.e.*, the gross purchase price not including sales taxes or freight or delivery charges. You should provide documentation supporting Claimant's claimed purchases (such as photocopies of excerpts from accounting books and records) to the extent such documentation is readily available to you. A purchase is considered a purchase for delivery "in the United States" if the goods purchased were delivered by the manufacturer (or a subsidiary or affiliate thereof) to a destination in the United States.

Premix. Premix contains a number of components in addition to Vitamin Products, including ingredients that are not manufactured by the seller. Each Claimant's qualifying purchases of Premix, for purposes of determining its recovery from the Vitamin Products Settlement Fund, will be based on the portion of the total purchase price of its Premix purchases that is attributable to those component Vitamin Products that were manufactured by the Released Manufacturer from which the Premix was purchased and that, if they had been purchased separately rather than as a component of Premix, could have been claimed as qualifying purchases of such Vitamin Products.

No Claimant is expected to be able to provide information as to the portion of its total purchases of Premix that is attributable to component Vitamin Products. Claimant should, however, provide information on the appropriate Schedule as to its total purchases of Premix (unless Claimant has checked a box above and agrees to rely upon the Manufacturers' records for this purpose). The Settlement Claims Administrator will calculate the portion of the purchase price of each Claimant's purchases of Premix that is attributable to component Vitamin Products through records obtained from the Manufacturers, unless the Claimant is capable of demonstrating, to the satisfaction of the Settlement Claims Administrator, that the portion of the purchase price of its Premix purchases that is attributable to component Vitamin Products is greater than that reflected in such records.

Pursuant to the Plan of Allocation for the proceeds of the Vitamin Products Settlement Fund, in the event that a Manufacturer's records are incomplete with respect to the Vitamin Product content of a particular Premix purchase from such Manufacturer (and Claimant has not substantiated the portion of the purchase price attributable to component Vitamin Products), that purchase will be treated as though it had the average Vitamin Product content of Premix purchased from such Manufacturer by the Claimant from 1990 to 1998. If existing records do not indicate the Vitamin Product content for any Premix purchases by Claimant during such period, Claimant's purchases will be treated as though they had the estimated average Vitamin Product content of the Manufacturer's Premix sales from 1990 to 1998.

For purposes of this Proof of Claim:

- "BASF" means BASF Corporation and BASF AG
- "Daiichi" means Daiichi Pharmaceutical Co., Ltd., Daiichi Fine Chemicals, Inc. and Daiichi Pharmaceutical Corporation
- "Degussa" means Degussa AG and Degussa Corp.
- "E-Merck" means Merck KGaA, E. Merck and EM Industries, Inc.
- "Eisai" means Eisai Co., Ltd., Eisai U.S.A., Inc. and Eisai Inc.
- "Hoechst" means Hoechst Marion Roussel, S.A. and Roussel Corporation
- "Kongo" means Kongo Chemical Co., Ltd.

- “Lonza” means Lonza Group Ltd., Lonza AG and Lonza Inc.
- “Nepera” means Nepera, Inc.
- “Reilly” means Reilly Industries, Inc. and Reilly Chemicals, S.A.
- “Rhone-Poulenc” means Rhone-Poulenc Inc., Rhone-Poulenc Animal Nutrition Inc., Rhone-Poulenc Rorer Pharmaceuticals Inc., Rhone-Poulenc S.A. and Rhone-Poulenc Animal Nutrition S.A.
- “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.
- “Yodogawa/Sumika” means Yodogawa Pharmaceutical Co. and Sumika Fine Chemicals Co.

The Manufacturers are: BASF, Daiichi, Degussa, E-Merck, Eisai, Hoechst, Kongo, Lonza, Nepera, Reilly, Rhone-Poulenc, Roche, Sumitomo, Takeda, Tanabe and Yodogawa/Sumika (and their respective subsidiaries and affiliates).

SCHEDULE OF PURCHASES OF VITAMIN A

Claimant directly purchased Vitamin A from the entities identified below for delivery by the seller to a destination in the United States, during the period from January 1, 1990 through December 31, 1998, in the following amounts, calculated in dollars (excluding taxes, freight and delivery charges, to the extent ascertainable from existing records):

YEAR	BASF Corp. BASF AG	Rhone- Poulenc	Roche
1990	\$	\$	\$
1991	\$	\$	\$
1992	\$	\$	\$
1993	\$	\$	\$
1994	\$	\$	\$
1995	\$	\$	\$
1996	\$	\$	\$
1997	\$	\$	\$
1998	\$	\$	\$
TOTAL	\$	\$	\$

SCHEDULE OF PURCHASES OF VITAMIN B1 (THIAMIN)

Claimant directly purchased Vitamin B1 from the entities identified below for delivery by the seller to a destination in the United States, during the period from January 1, 1991 through December 31, 1994, in the following amounts, calculated in dollars (excluding taxes, freight and delivery charges, to the extent ascertainable from existing records):

YEAR	Roche	Takeda
1991	\$	\$
1992	\$	\$
1993	\$	\$
1994	\$	\$
TOTAL	\$	\$

SCHEDULE OF PURCHASES OF VITAMIN B2 (RIBOFLAVIN)

Claimant directly purchased Vitamin B2 from the entities identified below for delivery by the seller to a destination in the United States, during the period from January 1, 1991 through December 31, 1995, in the following amounts, calculated in dollars (excluding taxes, freight and delivery charges, to the extent ascertainable from existing records):

YEAR	BASF Corp. BASF AG	Roche	Takeda
1991	\$	\$	\$
1992	\$	\$	\$
1993	\$	\$	\$
1994	\$	\$	\$
1995	\$	\$	\$
TOTAL	\$	\$	\$

SCHEDULE OF PURCHASES OF VITAMIN B3 (NIACIN)

Claimant directly purchased Vitamin B3 from the entities identified below for delivery by the seller to a destination in the United States, during the period from January 1, 1990 through December 31, 1998, in the following amounts, calculated in dollars (excluding taxes, freight and delivery charges, to the extent ascertainable from existing records):

YEAR	Lonza	Degussa	Nepera	Reilly
1990	\$	\$	\$	\$
1991	\$	\$	\$	\$
1992	\$	\$	\$	\$
1993	\$	\$	\$	\$
1994	\$	\$	\$	\$
1995	\$	\$	\$	\$
1996	\$	\$	\$	\$
1997	\$	\$	\$	\$
1998	\$	\$	\$	\$
TOTAL	\$	\$	\$	\$

SCHEDULE OF PURCHASES OF VITAMIN B5 (CALPAN)

Claimant directly purchased Vitamin B5 from the entities identified below for delivery by the seller to a destination in the United States, during the period from January 1, 1991 through December 31, 1998, in the following amounts, calculated in dollars (excluding taxes, freight and delivery charges, to the extent ascertainable from existing records):

YEAR	BASF Corp. BASF AG	Daiichi	Roche
1991	\$	\$	\$
1992	\$	\$	\$
1993	\$	\$	\$
1994	\$	\$	\$
1995	\$	\$	\$
1996	\$	\$	\$
1997	\$	\$	\$
1998	\$	\$	\$
TOTAL	\$	\$	\$

SCHEDULE OF PURCHASES OF VITAMIN B6

Claimant directly purchased Vitamin B6 from the entities identified below for delivery by the seller to a destination in the United States, during the period from January 1, 1991 through December 31, 1994, in the following amounts, calculated in dollars (excluding taxes, freight and delivery charges, to the extent ascertainable from existing records):

YEAR	Takeda	Daiichi	Roche
1991	\$	\$	\$
1992	\$	\$	\$
1993	\$	\$	\$
1994	\$	\$	\$
TOTAL	\$	\$	\$

SCHEDULE OF PURCHASES OF VITAMIN B9 (FOLIC ACID)

Claimant directly purchased Vitamin B9 from the entities identified below for delivery by the seller to a destination in the United States, during the period from January 1, 1991 through December 31, 1994, in the following amounts, calculated in dollars (excluding taxes, freight and delivery charges, to the extent ascertainable from existing records):

YEAR	Kongo	Roche	Takeda	Yodogawa
1991	\$	\$	\$	\$
1992	\$	\$	\$	\$
1993	\$	\$	\$	\$
1994	\$	\$	\$	\$
TOTAL	\$	\$	\$	\$

SCHEDULE OF PURCHASES OF VITAMIN B12 (CYANACOBALAMINE PHARMA)

Claimant directly purchased Vitamin B12 from the entities identified below for delivery by the seller to a destination in the United States, during the period from January 1, 1990 through December 31, 1998, in the following amounts, calculated in dollars (excluding taxes, freight and delivery charges, to the extent ascertainable from existing records):

YEAR	Hoechst	Rhone-Poulenc*
1990	\$	\$
1991	\$	\$
1992	\$	\$
1993	\$	\$
1994	\$	\$
1995	\$	\$
1996	\$	\$
1997	\$	\$
1998	\$	\$
TOTAL	\$	\$

*Product sold by Rhone-Poulenc Rorer Pharmaceuticals Inc. only.

SCHEDULE OF PURCHASES OF VITAMIN C

Claimant directly purchased Vitamin C from the entities identified below for delivery by the seller to a destination in the United States, during the period from January 1, 1991 through December 31, 1995, in the following amounts, calculated in dollars (excluding taxes, freight and delivery charges, to the extent ascertainable from existing records):

YEAR	BASF Corp. BASF AG	E-Merck	Roche	Takeda
1991	\$	\$	\$	\$
1992	\$	\$	\$	\$
1993	\$	\$	\$	\$
1994	\$	\$	\$	\$
1995	\$	\$	\$	\$
TOTAL	\$	\$	\$	\$

SCHEDULE OF PURCHASES OF VITAMIN E

Claimant directly purchased Vitamin E from the entities identified below for delivery by the seller to a destination in the United States, during the period from January 1, 1990 through December 31, 1998, in the following amounts, calculated in dollars (excluding taxes, freight and delivery charges, to the extent ascertainable from existing records):

YEAR	BASF Corp. BASF AG	Eisai	Rhone- Poulenc	Roche
1990	\$	N/A	\$	\$
1991	\$	\$	\$	\$
1992	\$	\$	\$	\$
1993	\$	\$	\$	\$
1994	\$	\$	\$	\$
1995	\$	\$	\$	\$
1996	\$	\$	\$	\$
1997	\$	\$	\$	\$
1998	\$	\$	\$	\$
TOTAL	\$	\$	\$	\$

SCHEDULE OF PURCHASES OF VITAMIN H (BIOTIN)

Claimant directly purchased Vitamin H from the entities identified below for delivery by the seller to a destination in the United States, during the period from January 1, 1991 through December 31, 1995, in the following amounts, calculated in dollars (excluding taxes, freight and delivery charges, to the extent ascertainable from existing records):

YEAR	Lonza	E-Merck	Roche	Sumitomo	Tanabe
1991	\$	\$	\$	\$	\$
1992	\$	\$	\$	\$	\$
1993	\$	\$	\$	\$	\$
1994	\$	\$	\$	\$	\$
1995	\$	\$	\$	\$	\$
TOTAL	\$	\$	\$	\$	\$

SCHEDULE OF PURCHASES OF ASTAXANTHIN AND/OR CANTHAXANTHIN

Claimant directly purchased Astaxanthin or Canthaxanthin from the entities identified below for delivery by the seller to a destination in the United States, during the period from January 1, 1992 through December 31, 1997, in the following amounts, calculated in dollars (excluding taxes, freight and delivery charges, to the extent ascertainable from existing records):

YEAR	BASF Corp. BASF AG	Roche
1992	\$	\$
1993	\$	\$
1994	\$	\$
1995	\$	\$
1996	\$	\$
1997	\$	\$
TOTAL	\$	\$

SCHEDULE OF PURCHASES OF BETA-CAROTENE

Claimant directly purchased Beta-Carotene from the entities identified below for delivery by the seller to a destination in the United States, during the period from January 1, 1991 through December 31, 1998, in the following amounts, calculated in dollars (excluding taxes, freight and delivery charges, to the extent ascertainable from existing records):

YEAR	BASF Corp. BASF AG	Roche
1991	\$	\$
1992	\$	\$
1993	\$	\$
1994	\$	\$
1995	\$	\$
1996	\$	\$
1997	\$	\$
1998	\$	\$
TOTAL	\$	\$

SCHEDULE OF PURCHASES OF PREMIX

Claimant directly purchased Premix from the entities identified below for delivery by the seller to a destination in the United States, during the period from January 1, 1990 through December 31, 1998, in the following amounts, calculated in dollars (excluding taxes, freight and delivery charges, to the extent ascertainable from existing records):

YEAR	BASF Corp. BASF AG	Rhone- Poulenc	Roche
1990	\$	\$	\$
1991	\$	\$	\$
1992	\$	\$	\$
1993	\$	\$	\$
1994	\$	\$	\$
1995	\$	\$	\$
1996	\$	\$	\$
1997	\$	\$	\$
1998	\$	\$	\$
TOTAL	\$	\$	\$

IV. SUBMISSION TO THE JURISDICTION OF THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF COLUMBIA

This Proof of Claim is submitted on behalf of Claimant under the terms of the Settlement Agreements and described in the Notices. I hereby affirm, on behalf of Claimant, that Claimant is a member of the Vitamin Products Class or the transferee or assignee of, or the successor to, the claims of a member of the Vitamin Products Class. Claimant hereby submits to the jurisdiction of the United States District Court for the District of Columbia with respect to its claim to participate in the Vitamin Products Class and for purposes of enforcing the releases set forth in the Notices. Claimant further acknowledges that it is bound by and subject to the terms of any orders or judgments that may be entered by the Court in the Class Actions with respect to the settlement of the claims of the Vitamin Products Class, as described in the Notices related to these settlements. Claimant agrees to furnish additional information to the Settlement Claims Administrator to support this claim if required to do so. Except in relation to the prior claims procedure in May 2000, Claimant has not submitted any other Proof of Claim for the purchases claimed herein and knows of no other person having done so on Claimant's behalf or on behalf of any other person or entity.

V. RELEASE

SINCE THE MERCK SETTLEMENT AGREEMENT HAS BEEN APPROVED BY THE COURT, IF YOU HAVE NOT EXCLUDED YOURSELF FROM THE VITAMIN PRODUCTS CLASS, YOU ARE BOUND BY ALL OF THE COURT'S ORDERS AND JUDGMENTS ENTERED PURSUANT TO THE MERCK SETTLEMENT AGREEMENT, INCLUDING THE DISMISSAL AND RELEASE OF YOUR CLAIMS, AS PROVIDED BELOW, REGARDLESS OF WHETHER YOU FILE A CLAIM FORM OR PARTICIPATE IN THE MERCK AND ANY FUTURE APPROVED SETTLEMENT FUNDS.

Considering that the Court approved the Merck Settlement Agreement after the Merck Settlement Hearing and upon the final approval of the pending settlements, each member of the Vitamin Products Class that did not timely and validly exclude itself from the Vitamin Products Class has (on its own behalf and on behalf of its direct and indirect parents, subsidiaries and affiliates, the present and former officers, directors, employees, agents and legal representatives of each of the foregoing, and the predecessors, successors, heirs, executors, administrators and assigns of each of the foregoing) (collectively, the "Releasors") completely released and forever discharged E. Merck, Merck KGaA, and EM Industries, Inc. ("the Merck Defendants"); and upon the final approval of the settlements of the Settling Defendants (defined on page one of this Notice), will have completely released and forever discharged the Settling Defendants, their direct and indirect parents, subsidiaries and affiliates, the present and former officers, directors, employees, managers, agents and legal representatives of each of the foregoing, and the predecessors, successors, heirs, executors, administrators and assigns of each of the foregoing (with respect to any conduct of any of the above entities) (collectively, the "Releasees") from all manner of claims, demands, actions, suits, causes of action, whether class, individual, or otherwise in nature, damages whenever incurred, and liabilities of any nature whatsoever, including without limitation costs, expenses, penalties and attorneys' fees, known or unknown, suspected or unsuspected, asserted or unasserted, in law or in equity, that such Releasor, whether directly, representatively, derivatively or in any other capacity, ever had, now has or hereafter can, shall or may have, relating in any way to any conduct prior to the dates of the Merck and Settling Defendants Settlement Agreements concerning the purchase, sale or pricing of Vitamin Products and any or all other vitamins or relating to any conduct alleged in the Class Action, including, without limitation, any such claims which have been asserted or could have been asserted in the Class Action against the Releasees or any of them (the "Released Claims"), except that this release shall not affect the rights of any Releasors (i) to seek damages or other relief from any person with respect to any Vitamin Products or vitamins purchased directly from the manufacturer (or any subsidiary or affiliate thereof) outside the United States for delivery to a destination outside the United States; or (ii) to participate in or benefit from any relief or other recovery as part of a settlement or judgment on behalf of a class of indirect purchasers of Vitamin Products.

In addition, each member of the Vitamin Products Class has waived and released with respect to the Released Claims, any and all provisions, rights and benefits conferred by (a) § 1542 of the California Civil Code, which reads:

"Section 1542. General release; extent. 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,"

and (b) any similar state, federal, or other law, rule or regulation, or principle of common law, which is similar, comparable or equivalent to § 1542 of the California Civil Code. Each member of the Vitamin Products Class may hereafter discover facts other than or different from those that it knows or believes to be true with respect to the subject matter of the Released Claims, but due to the approval of the Merck Settlement Agreement by the Court after the Merck Settlement Hearing and upon the final approval of the Settling Defendants' settlement agreements, each member of the Vitamin Products Class as a Releasor has waived and fully, finally and forever settled and released any known or unknown, suspected or unsuspected, asserted or unasserted, contingent or non-contingent claim with respect to the Released Claims, whether or not concealed or hidden, without regard to the subsequent discovery or existence of such other or different facts.

The release and dismissal of the claims of the Vitamin Products Class has no effect upon any claims you may have against persons other than the Releasees. This litigation is proceeding against a number of defendants. In addition, the release shall not release any product liability or breach of contract claims unrelated to the subject matter of the Class Action.

VI. SUCCESSORS TO THE CLAIMS OF MEMBERS OF THE VITAMIN PRODUCTS CLASS

If the Claimant on whose behalf this Proof of Claim is being submitted is the transferee or assignee of, or the successor to, claims of a member of the Vitamin Products Class to participate in the Settlement Funds, proof of such Claimant's entitlement to share in such Funds must accompany this Proof of Claim form.

DO NOT SEND ORIGINAL DOCUMENTS.

VII. CERTIFICATION

I hereby certify under penalty of perjury that:

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

B. The Claimant is either (i) a member of the Vitamin Products Class and did not request to be excluded from the Vitamin Products Class or (ii) the assignee or transferee of, or the successor to, the claim of a member of the Vitamin Products Class who did not request to be excluded from the Vitamin Products Class;

C. This Proof of Claim is based only upon actual purchases of Vitamin Products DIRECTLY from one or more of the entities identified on the Schedules set forth above during the period between 1990 through 1998 for delivery by the manufacturer (or a subsidiary or affiliate thereof) to a destination in the United States;

D. This Proof of Claim constitutes the only claim being made by the Claimant in connection with the Vitamin Products Class, and Claimant does not know of (i) any other claim being submitted for the same purchases by any other person or entity or (ii) any other person or entity who may have any right to submit a claim with respect thereto;

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

F. The Claimant is not a Vitamin Products Released Party, as described herein and in the prior Notices.

G. The Claimant has not settled and released its claims against any of the Vitamin Products Defendants separate from the settlements and releases provided for by the members of the Vitamin Products Class pursuant to the Settlement Agreements and the settlements described in the prior notices to the Vitamin Products Class.

H. The Claimant has not transferred or otherwise assigned its claims based on purchases of Vitamin Products for delivery in the United States against any of the entities set forth on the foregoing schedule with respect to Vitamin Products, during the period set forth therein.

I. The Claimant understands that the information provided in this Proof of Claim will be the basis for distributing any future Vitamin Products settlement funds to members of the Vitamin Products Class.

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

Dated: _____

Signature

Print Name

Title

Sworn and subscribed before me this
____ day of _____

Notary Public

My Commission Expires: _____

VIII. SUBSTITUTE FORM W-9

Request for Claimant's Taxpayer Identification Number

YOU MUST ENTER YOUR TAXPAYER IDENTIFICATION NUMBER AND SIGNATURE BELOW IN THE APPROPRIATE PLACES. For most individual taxpayers, this is the Social Security Number.

Social Security Number — —
--

OR

Employer Identification Number —

Please enter here the name of the taxpayer whose identification number is written above exactly as it appears in the records of the Social Security Administration or the Internal Revenue Service:

_____ Check here if you are a U.S. Taxpayer with a foreign mailing address.

NOTE: If you require the Instructions for Completing Substitute Form W-9, please make a written request to us at: Vitamin Products Antitrust Litigation (Vitamin Products Claim Form), P.O. Box 58520, Philadelphia, PA 19102-5852. Please note that your accountant should also be able to provide you with the Instructions.

I certify that I am (we are) **NOT** subject to backup withholding under the provisions of Section 3406(a)(1)(C) of the Internal Revenue Code.

NOTE: If you have been notified by the I.R.S. that you are subject to backup withholding, please strike out the word "**NOT**" in the previous sentence and check here.

UNDER THE PENALTIES OF PERJURY, I CERTIFY THAT ALL OF THE INFORMATION PROVIDED ON THIS FORM IS TRUE, CORRECT AND COMPLETE.

(Date)

(Signature of taxpayer whose identification number is written above)