

SETTLEMENT AGREEMENT

This Settlement Agreement is made and entered as of May 22, 2008, subject to approval of the MDL Court and Canadian Courts as defined below, among and between Plaintiffs (defined below as the “Class Representatives”), for themselves and on behalf of the putative Settlement Class as defined below and Menu Foods Acquisition Inc., Menu Foods Corporation, Menu Foods Finance (Poland) Sp. Zo. o., Menu Foods GenPar Limited, Menu Foods Holdings, Inc., Menu Foods Income Fund, Menu Foods Limited, Menu Foods Limited Partnership, Menu Foods Midwest Corporation, Menu Foods Operating Limited Partnership, Menu Foods South Dakota, Inc., Menu Foods, Inc., Menu Foods Operating Trust, Menu Foods Investments Ltd., Menu Foods Spain Holding, S.L., 1446431 Ontario Limited, 1446432 Ontario Limited, 3036241 Nova Scotia Company, Retex Management Associates Limited, Alexander R. Aird, Eric A. Demirian, Thomas A. Di Giacomo, Robert W. Luba, Serge K. Darkazanli, Nestlé Purina PetCare Company, Wal-Mart Stores, Inc., Wal-Mart Canada Corp., PETCO Animal Supplies, Inc., PETCO Animal Supplies Stores, Inc., Sobeys Inc., Jace Holdings, PetSmart, Inc., PETM Canada Corporation, PetSmart Charities, Inc., PetSmart Charities of Canada, Inc., Kroger Co., Kroger Supermarkets, Inc., Loblaw Companies Limited, Loblaws Inc., The Scoular Company, Target Corporation, Hill’s Pet Nutrition, Inc., The Iams Company, Del Monte Foods, Co., Mars, Incorporated, Nutro Products, Inc., Royal Canin Canada Company, Royal Canin, U.S.A., Inc., ChemNutra Inc., ChemNutra LLC, Wilbur-Ellis Company, Pet Valu Canada Inc., Pet Valu, Inc., Costco Wholesale Canada Ltd. and Costco Wholesale Corporation, (collectively, “Parties”).

RECITALS

WHEREAS, all defined terms used herein shall have the meaning set out in Section I below;

WHEREAS, between March 16, 2007 and the present, certain Defendants recalled wheat gluten and/or rice protein concentrate supplied for the manufacture of pet food and/or treat products, as well as pet food and/or treats that may have been manufactured with recalled wheat gluten and/or rice protein concentrate for sale to consumers in the United States and in Canada;

WHEREAS, in connection with those recalls, individuals have brought individual and putative class Actions in local, state and federal courts in the United States, and in the Canadian Courts;

WHEREAS, in the Actions, individuals have asserted various claims against Defendants based on their purchase and/or their pets' consumption of Recalled Pet Food Products (defined in § I.PP below), including that Defendants are strictly liable for alleged damages, breach of warranties, negligence, unjust enrichment, and violation of statutes prohibiting unfair or deceptive acts or practices, violation of consumer protection acts, and other theories;

WHEREAS, in the Actions, individuals have claimed they sustained damages and other injuries as a result of Defendants' actions, and have sought damages and compensation, including the cost of purchasing Recalled Pet Food Products, veterinary expenses, autopsy, necropsy and burial expenses for their pets, statutory damages under consumer protection or unfair competition statutes, emotional distress, medical monitoring and punitive damages;

WHEREAS, Defendants deny allegations of unlawful or improper conduct, damages, or other injuries;

WHEREAS, on June 19, 2007, the Judicial Panel on Multidistrict Litigation transferred thirteen actions filed in various federal courts in the United States to *In re Pet Food Products Liability Litigation*, MDL No. 1850, in the United States District Court for the District of New Jersey (the "MDL") for coordinated pre-trial proceedings, and thereafter transferred approximately 100 additional actions to the MDL;

WHEREAS, proceedings in the MDL have been stayed to allow the Parties to engage in mediation efforts;

WHEREAS, on September 26, 2007, the MDL Court issued an order appointing Amy Schulman of DLA Piper LLP; Craig Hoover of Hogan & Hartson L.L.P.; D. Jeffrey Ireland of Faruki Ireland & Cox P.L.L.; and Mark C. Goodman of Squire, Sanders & Dempsey L.L.P. as Defendants' Liaison Counsel;

WHEREAS, on December 18, 2007, the MDL Court issued an order appointing Sherrie Savett of Berger & Montague, P.C.; Kenneth A. Wexler of Wexler Toriseva Wallace LLP; Steve W. Berman of Hagens Berman Sobol Shapiro LLP; William Audet of Audet & Partners, LLP; Stuart Davidson of Coughlin Stoia Geller Rudman & Robbins LLP; and Scott A. Kamber of KamberEdelson, LLC as Plaintiffs' Lead Counsel in the MDL;

WHEREAS, Plaintiffs' Lead Counsel in the MDL is and has been authorized to, *inter alia*, conduct settlement negotiations with counsel for the Defendants, execute necessary settlement documentation, and present any formalized settlement to the MDL Court on behalf of Plaintiffs and the putative Settlement Class;

WHEREAS, proposed class proceedings have been commenced in the following Canadian provinces: British Columbia, Alberta, Saskatchewan, Manitoba, Ontario, Quebec, New Brunswick, Nova Scotia and Newfoundland;

WHEREAS, carriage of the proposed class proceeding commenced in British Columbia has been granted by court order to the *Joel v. Menu Foods Genpar Limited and others* action commenced by Branch MacMaster, Barristers & Solicitors;

WHEREAS, carriage of the proposed class proceedings commenced in Ontario has been granted by court order to the *Whiting and others v. Menu Foods Operating Limited Partnership*

and others action commenced by Sutts, Strosberg LLP Rochon Genova LLP, Falconer Charney LLP and Himelfarb Proszanski LLP;

WHEREAS all proposed class proceedings in the province of Quebec have been stayed, except for the class proceeding filed by Chantal Des Coteaux in Court File No. 500-06-00396-073 which was filed by Heenan Blaikie LLP, and an appeal by the Merchant Law Group of the order staying all other proposed class proceedings in Quebec was dismissed on March 14, 2008;

WHEREAS, two proposed class proceedings have been commenced in the province of Alberta by the firms Merchant Law Group and Docken & Company LLP and no proceedings have been commenced to determine which firm shall have carriage of the proposed class proceedings in Alberta;

WHEREAS, two proposed class proceedings have been commenced in the province of Manitoba by the firms Merchant Law Group and Pollock & Company LLP and no proceedings have been commenced to determine which firm shall have carriage of the proposed class proceedings in Manitoba;

WHEREAS, Anthony Merchant Q.C. of the Merchant Law Group is counsel for the proposed representative plaintiff in the proposed class proceeding that has been commenced in Saskatchewan;

WHEREAS, Howard Spalding Q.C. of Barry Spalding LLP is counsel for the proposed representative plaintiff in the proposed class proceeding commenced in New Brunswick;

WHEREAS, Raymond Wagner of Wagners LLP is counsel for the proposed representative plaintiff in the class proceeding commenced in Nova Scotia;

WHEREAS, Anthony Merchant and Gregory Pincott of the Merchant Law Group are counsel for the proposed representative plaintiff in the class proceeding commenced in Newfoundland;

WHEREAS, Plaintiffs' Lead Counsel, Counsel for Canadian Plaintiffs and counsel for Defendants have engaged in arm's length negotiations before an independent mediator to conclude this cross-border settlement of claims related to the Recalled Pet Food Products arising in the United States and in Canada;

WHEREAS, the Parties recognize that the outcome of the Actions is uncertain, and that a final resolution through the litigation process would require several years of protracted adversarial litigation and appeals; substantial risk and expense; the distraction and diversion of the Defendants' personnel and resources; and the expense of any possible future litigation raising similar or duplicative claims; Plaintiffs' Lead Counsel, the Class Representatives in the MDL, and Counsel for Canadian Plaintiffs have concluded, after inquiry and investigation of the facts, the Settlement is fair, reasonable, adequate and in the best interests of the Class; and the Parties and their counsel have agreed to resolve the Actions as a class action settlement according to the terms of this Settlement Agreement;

WHEREAS, Defendants deny wrongdoing and liability, but have concluded that they will enter into this Settlement Agreement, among other reasons, in order to avoid the further expense, inconvenience, burden, distractions, uncertainty, and risk of litigation and any other present or future litigation arising out of the facts that gave rise to the litigation in the Actions;

WHEREAS, the Parties acknowledge and agree that the Parties' respective claims in and defenses to the Actions were made in good faith and in accordance with Rule 11 of the Federal Rules of Civil Procedure, and all comparable state and federal laws and rules of professional responsibility. The Final Approval Order and Judgment will contain a statement that during the course of the litigation, the Parties and their respective counsel at all times acted in good faith.

NOW, THEREFORE, without (a) any admission or concession on the part of the Plaintiffs of the lack of merit of the Actions whatsoever, or (b) any admission or concession of

liability or wrongdoing or the lack of merit of any defense whatsoever by any of the Defendants, it is hereby stipulated and agreed by the undersigned, on behalf of Plaintiffs, the Settlement Class, and the Defendants, that all Claims be settled, compromised, released and dismissed on the merits and with prejudice, subject to the MDL Court's approval as required by Federal Rule of Civil Procedure 23 and the approval of the Canadian Courts on the following terms and conditions:

I. DEFINITIONS

Under this Settlement Agreement, the following terms shall have the meanings set forth below:

- A. "Actions" means the U.S. Actions and Canadian Actions.
- B. "Agreement" means this Settlement Agreement, inclusive of all exhibits and the addendum hereto.
- C. "Approval Hearings" means the hearings brought for the MDL Court's and the Canadian Courts' approvals of the settlement provided for in this Settlement Agreement.
- D. "Approval Orders" means orders by the MDL Court or the Canadian Courts approving or furthering approval of this Settlement Agreement.
- E. "CAFA Notice" means the notice of this settlement to the appropriate federal and state officials in the United States, as provided by the Class Action Fairness Act of 2005, 28 U.S.C. § 1715, and as further described in Section IIB.
- F. "Canadian Actions" means the actions listed on Exhibit 1.
- G. "Canadian Approval Hearings" means the hearings in each of the Canadian Courts to obtain Final Approval Order and Judgments.
- H. "Canadian Courts" means the courts in Canada where the Canadian Actions have been commenced.

I. “Canadian Notice Date” shall have the meaning assigned to it in § II.E.2 of the Settlement Agreement.

J. “Claim” and “Claims” mean all claims, demands, actions, suits, causes of action, allegations of wrongdoing, and liabilities by a Settlement Class Member against a Released Entity in the Pet Food Recall Litigation.

K. “Claims Administrator” means Heffler, Radetich & Saitta L.L.P., which shall be used for administration of claims by Settlement Class Members in the United States and in Canada.

L. “Claims Deadline” shall have the meaning assigned to it in § IV.E.4 of the Agreement.

M. “Claim Form” means the Court approved form to be submitted by Settlement Class Members to the Claims Administrator in the form of Exhibit 2.

N. “Class Member” means a person or entity belonging to the Settlement Class.

O. “Class Notice” means the forms of notice, attached hereto as Exhibit 3A and 3B agreed to by the Parties, or such other form as may be approved by the MDL Court or the Canadian Courts, as applicable, which, *inter alia*, informs the Class Members of: (i) the certification of the Actions for settlement purposes; (ii) the dates and locations of the Approval Hearings; (iii) the elements of the Settlement Agreement; and (iv) the process by which Class Members may Opt Out of the Settlement Class or object to the Settlement Agreement; and (v) the process by which Settlement Class Members may apply to obtain compensation from the Settlement Fund.

P. “Class Representatives” means the individual claimants in the MDL and in the Canadian Actions who seek to represent the Settlement Class for purposes of this Settlement Agreement, specifically

- a. United States: Mark Cohen, Mona Cohen, Shirley Sexton, Steve Freeman, Christina Troiano, Michelle Suggett, Don James, Nancy Guthrie, Michelle Adams, Dawn Majerczyk and Janice Bonier;
- b. Alberta: James O’Keefe, Bobby-Joe Rovensky and Charmaine McBain;
- c. British Columbia: Vicki Joel;
- d. Manitoba: Sharon Lynn Martin, Karen Harder, Barb Silva and Bobby-Joe Rovensky;
- e. New Brunswick: Georgette Fillmore;
- f. Newfoundland: Glenn M. Esau;
- g. Nova Scotia: Jackie Doucette;
- h. Ontario: Amanda Whiting, Gillian Alexander, Dina Des Roches, Hayley Boam, Robert Millette, Diana Krstic, Debbie Mullen and Karen Dayman;
- i. Quebec: Chantal Des Coteaux; and
- j. Saskatchewan: Charmaine McBain, Kate Ibbetson and Angela Kaye.

Q. “Consumer Food Purchase Claims” means claims solely for reimbursement of the costs associated with the purchase of a Recalled Pet Food Product by a Settlement Class Member who has not been reimbursed for such costs to date, including through return or exchange of the Recalled Pet Food Products. Consumer Food Purchase Claims do not include Injury Claims, Deceased Animal Claims, Healthy Screening Claims, or other claims for economic damage.

R. “Counsel for Canadian Plaintiffs” means Ward Branch and Luciana Brasil of Branch MacMaster; Darren Williams, Anthony Merchant, Evatt Merchant, Victor Olson, Jane Ann Summers, Owen Falquero and Gregory Pincott of Merchant Law; Andrew Bond of Docken & Company; Harvey Pollock of Pollock & Company; Harvey Strosberg of Sutts, Strosberg; Joel Rochon of Rochon Genova; Ted Charney of Falconer Charney; David Joannis of Heenan Blaikie; Pierre Sylvestre and Samy Elnemr of Sylvestre Fafard Painchaud; Howard

Spalding of Barry Spalding; and Raymond Wagner of Wagners.

S. “Deceased Animal Claims” means claims for damages by Settlement Class Members whose pets used or consumed a Recalled Pet Food Product and allegedly died as a result of acute kidney or renal failure (exhibited by symptoms including vomiting, lethargy, decreased appetite, increased urination, and/or increased water intake) related to such use or consumption, or as a result of treatment for acute kidney or renal failure (exhibited by symptoms including vomiting, lethargy, decreased appetite, increased urination, and/or increased water intake).

T. “Defendants” means Menu Foods GenPar Limited, Menu Foods Holdings, Inc., Menu Foods Income Fund, Menu Foods Limited, Menu Foods Operating Limited Partnership, Menu Foods Midwest Corporation, Menu Foods Limited Partnership, Menu Foods South Dakota, Inc., Menu Foods, Inc., Menu Foods Acquisition Inc., Menu Foods Operating Trust, Menu Foods Corporation, Menu Foods Investments Ltd., Alexander R. Aird, Eric A. Demirian, Thomas A. Di Giacomo, Robert W. Luba, Serge K. Darkazanli, 3036241 Nova Scotia Company, 1446431 Ontario Ltd., 144632 Ontario Ltd., Retex Management Associates Limited, Nestlé Purina PetCare Company, Nestlé USA, Inc., Wal-Mart Stores, Wal-Mart Canada Corp., PETCO Animal Supplies, Inc., PETCO Animal Supplies Stores, Inc., Kroger Co., Kroger Supermarkets, Inc., Sunshine Mills, Inc.; PetSmart, Inc., Target Corporation, Hill’s Pet Nutrition, Inc., The Iams Company, The Procter & Gamble Company, Colgate-Palmolive Company, Del Monte Foods, Co., Mars, Incorporated, Nutro Products, Inc., Royal Canin Canada Company, Royal Canin, U.S.A., Inc., ChemNutra Inc., ChemNutra LLC, Wilbur-Ellis Company, Overwaitea Food Group Ltd., Overwaitea Food & Drugs Ltd., Overwaitea Foods Limited, Jace Holdings Ltd., Canada Safeway Limited, Safeway Holdings (Alberta) Ltd., Costco Wholesale Canada Ltd., Costco Wholesale Corporation, Pet Valu Canada Inc., Pet

Valu, Inc., Loblaw Companies Limited, Loblaws Inc., and Sobeys, Inc. The inclusion of any entity in the foregoing list of Defendants shall not constitute a waiver of any defenses any such entity has as to improper service or lack of personal jurisdiction in the event the Settlement Agreement is not granted Final Approval in the MDL Court and Canadian Courts, is not upheld on appeal, or is otherwise terminated for any reason before the Effective Date,.

U. “Defendants’ Liaison Counsel” means Amy W. Schulman of DLA Piper US LLP; Craig A. Hoover of Hogan & Hartson L.L.P.; D. Jeffrey Ireland of Faruki Ireland & Cox P.L.L.; and Mark C. Goodman of Squire, Sanders & Dempsey L.L.P., who were appointed to serve as Defendants’ liaison counsel in the MDL by the MDL Court.

V. “Effective Date” shall have the meaning assigned to that term in Section II.H.3.

W. “Final Approval Hearing Date” shall mean the hearing date set by the MDL Court.

X. “Final Approval Order and Judgment” shall have the meaning assigned in § II.H.1 of the Settlement Agreement.

Y. “Healthy Screening Claims” means claims for the costs incurred by a Settlement Class Member whose animal(s) used or consumed a Recalled Pet Food Product and who took his/her animal(s) to a veterinarian for screening or testing because of the use or consumption of a Recalled Pet Food Product and the screening or testing proved negative.

Z. “Historic Payments” means those amounts already paid by certain of the Defendants, Released Entities and/or their insurers in settlement or reimbursement of claims for certain injury, death or screening expenses associated with a pet’s consumption of Recalled Pet Food Products, which Defendants represent to equal at least \$8,000,000.

AA. “Injury Claims” means claims for damages allegedly incurred by Settlement Class Members whose pets used or consumed any Recalled Pet Food Product and were treated

for symptoms or injuries of acute renal or kidney failure (exhibited by symptoms including vomiting, lethargy, decreased appetite, increased urination, and/or increased water intake) related to the use or consumption of a Recalled Pet Food Product, but which pets did not die.

BB. “Lum Class” means the class certified and preliminarily approved by the Circuit Court of Hawaii in the action *Lum v. Menu Foods, Inc., Menu Foods Income Fund, and Menu Foods Holdings, Inc.*, formerly *Ortiz v. Menu Foods, Inc., Menu Foods Income Fund, and Menu Foods Holdings, Inc.*, in the Circuit Court for the State of Hawai’i, Civil No. 07-1-0849-05 (EEH), comprised of all residents of the State of Hawai’i who purchased pet food in the State of Hawai’i that was manufactured by Menu Foods on or between November 8, 2006 and March 7, 2007 and that was recalled on or between March 16, 2007 and the present, excluding (i) Menu Foods, Inc., Menu Foods Income Fund, and Menu Foods Holdings, Inc (collectively, the “Menu Foods *Lum* Defendants”); (ii) the Menu Foods *Lum* Defendants’ subsidiaries, parents, and affiliates, including all directors, officers, and employees thereof; (iii) members of the immediate family of any of the foregoing, if natural persons; (iv) the legal representatives, heirs, successors, and assigns of any of the foregoing; (v) any person in which any of the foregoing has a controlling interest; and (vi) all “Deceased Animal Claims” and/or “Injury Claims” and claims of whatever nature asserted by any person with a “Deceased Animal Claim and/or “Injury Claim,” including but not limited to the persons and claims in *Sylvester et al v. Menu Foods, Inc. et al.*, in the Circuit Court for the State of Hawai’i, Civil No. 07-1-0848-05 (as the terms “Deceased Animal Claims” and “Injury Claims” are defined in the *Lum* Settlement Agreement).

CC. “MDL Court” means the court administering the proceeding of *In re Pet Food Products Liability Litigation*, MDL No. 1850, in the United States District Court for the District of New Jersey, pending before the Honorable Noel L. Hillman.

DD. “Notices” means the Class Notice, the Second Canadian Notice and any other notice relating to the settlement which may be required by the MDL Court or the Canadian Courts.

EE. “Objection Date” means the date by which Class Members must file written notice of any objection or opposition to the Settlement Agreement or any part or provision thereof in the MDL Court or in the appropriate Canadian Court(s) as applicable. Notice of such objection shall be served pursuant to Section II.G.

FF. “Ontario Action Costs” means the amount of up to \$125,000 (USD), to be paid by the Defendants directly to Counsel for the Canadian Plaintiffs for costs incurred in the Ontario Actions, subject to the approval of the MDL Court and Canadian Courts, and which costs will not be paid from the Settlement Fund.

GG. “Opt Out” shall have the meaning assigned to it §II.F.1 of the Agreement.

HH. “Opt Out Deadline” shall have the meaning assigned to it in § II.F.2 of the Agreement.

II. “Parties” shall have the meaning assigned to it in the preamble of the Agreement.

JJ. “Person” or “Persons” means all persons and entities (including without limitation natural persons, firms, corporations, limited liability companies, joint ventures, joint stock companies, unincorporated organizations, agencies, bodies, associations, partnerships, limited liability partnerships, trusts, and their predecessors, successors, administrators, executors, heirs and assigns).

KK. “Pet Food Recall Litigation” means the U.S. Actions and the Canadian Actions.

LL. “Plaintiffs’ Lead Counsel” means Sherrie Savett of Berger & Montague, P.C.; Kenneth A. Wexler of Wexler Toriseva Wallace LLP; Steve W. Berman of Hagens Berman Sobol Shapiro LLP; William Audet of Audet & Partners, LLP; Stuart Davidson of Coughlin

Stoia Geller Rudman & Robbins LLP; and Scott A. Kamber of KamberEdelson, LLC, who were appointed as Plaintiffs' Lead Counsel by the MDL Court.

MM. "Preliminary Approval" means the entry by the MDL Court of the Preliminary Approval Order.

NN. "Preliminary Approval Order" means the order to be granted by the MDL Court in substantially the same form as Exhibit 4 hereto preliminarily approving the Settlement Agreement, certifying the Settlement Class, and approving the Class Notice, in substantially the same form as Exhibit 3A, 3B, 3C and 3D.

OO. "Recall" means the recall by or for any Defendant of Recalled Pet Food Products between March 16, 2007 and the present.

PP. "Recalled Pet Food Product(s)" means any pet food product and/or treat products or any ingredient thereof that were recalled by any Released Entity between March 16, 2007, and the present because of allegedly contaminated wheat gluten and/or rice protein concentrate, and purchased, obtained or used by, or were made available to, or intended to be purchased or obtained by Class Members in the United States or Canada, and are the subject of the Pet Food Recall Litigation.

QQ. "Released Claims" are defined in Section III.A below.

RR. "Released Entities" means Defendants, and any and all entities and individuals that are alleged to have handled, distributed, purchased for resale and/or redistribution, supplied, manufactured and/or sold or offered for sale Recalled Pet Food Products, including 1446431 Ontario Limited; 1446432 Ontario Limited; 3036241 Nova Scotia Company; A&P Company; Agras; Ahold; Albertsons, Inc.; Albertsons, LLC; Aldi; American Nutrition, Inc.; Amway Canada / Quixtar; ANI; Associated Wholesale Grocers; Blue Buffalo Company; Bozzuto's; Bradley Caldwell; Canada Safeway Limited; Canada Safeway, Ltd.; Can-Pet;

ChemNutra Inc.; ChemNutra LLC; Chenango Valley Pet Foods; Colgate-Palmolive Company; Companion Brands; Co-Op; Costco Wholesale Canada Ltd.; Costco Wholesale Corporation; Del Monte Corporation; Del Monte Foods Company; Del Monte Foods, Inc.; Demoulas; Diamond Pet Foods; Doane Pet Care Enterprises; Drs. Foster & Smith; Eukanuba; Food Lion; Foodtown; Fry's Food Centers; Giant Eagle; Giant Tiger Stores; H.E. Butt; Hannaford; Harris Teeter; Hill's Pet Nutrition, Inc.; Hill's Pet Nutrition Canada, Inc.; Hill's Pet Nutrition Sales, Inc.; Hy-Vee; The Iams Company; Ingles; Jace Holdings Ltd.; JE Mondou; Key Foods; K-mart; The Kroger Co., The Kroger Supermarkets, Inc.; Dillon Companies, Inc.; Fred Meyer, Inc.; Food 4 Less Holdings, Inc.; LCP Products; Loblaw Companies Limited; Loblaws Inc.; Longo's; Lortscher Agribusiness, Inc.; Mars Food US, LLC; Mars, Incorporated; Mars Petcare US, Inc.; Mars Snackfood US, LLC; Marsh; Masterfoods U.S.A. ; Meijer, Inc. ; Menu Foods Acquisition Inc.; Menu Foods Corporation; Menu Foods Finance (Poland) Sp. Zo. o.; Menu Foods GenPar Limited; Menu Foods Holdings, Inc.; Menu Foods Income Fund; Menu Foods Investments Ltd.; Menu Foods Limited; Menu Foods Limited Partnership; Menu Foods Midwest Corporation; Menu Foods Operating Limited Partnership; Menu Foods Operating Partnership; Menu Foods Operating Trust; Menu Foods South Dakota, Inc.; Menu Foods Spain Holding, S.L.; Menu Foods, Inc.; Metro / A&P; Metro-Richelieu; MFL International Capital Management Hungary Limited Liability Company; Mills Fleet; Nash Finch; National Grocers; Natural Balance Pet Foods, Inc.; Natural Life; Nestlé Holdings, Inc.; Nestlé Canada, Inc.; Nestlé Purina PetCare Company; Nestlé S.A.; Nestlé USA, Inc.; Nestec, S.A.; New Albertsons, Inc.; Nutro Products, Inc.; Overwaitea Food & Drugs Ltd.; Overwaitea Food Group Ltd.; Overwaitea Foods Limited; Pet Supermarket, Inc.; Pet Supplies Plus/USA, Inc.; Pet Valu Canada Inc.; Pet Valu, Inc.; PETCO Animal Supplies Stores, Inc.; PETCO Animal Supplies, Inc.; PETCO Southwest, Inc.; PETCO Southwest L.P.; Petcurean; PetSmart, Inc.; PETM

Canada Corporation; PetSmart Charities, Inc.; PetSmart Charities of Canada, Inc.; Price Chopper; Pro Pet; The Procter & Gamble Company; Provigo; Publix Supermarkets, Inc.; Retex Management Associates Limited; Royal Canin Canada Company; Royal Canin, U.S.A., Inc.; Royal Canin Puerto Rico, Inc.; Safeway Canada; Safeway Holdings (Alberta) Ltd.; Safeway, Inc.; Sam's Mexico; Save-A-Lot; Schnucks; The Scouler Company; Shur-Gain; Smith's Food & Drug Centers, Inc.; Sobeys, Inc. / Agora; Stater Brothers; Sun Pac; Sunshine Mills, Inc.; Supervalu; Target Corporation; Topco; Trader Joe's; Unified Western Grocers; Variety Pet Foods; The Vons Companies, Inc.; Wal-Mart Canada Corp.; Wal-Mart Stores, Inc.; Wal-Mart, Inc.; Wegmans; Weis; White Rose; Wilbur-Ellis Company; Winn Dixie Stores, Inc.; Zellers; Alexander R. Aird; Eric A. Demirian; Thomas A. Di Giacomo; Gale Prince; C. Ian Ross; Robert W. Luba; Serge K. Darkazanli, as well as their respective insurers, parent companies, subsidiaries, affiliates, and all of their respective franchisees, and the officers, directors, trustees, shareholders, unit holders, partners, governors, managers, employees, agents, assignees, successors and heirs of all of them. The inclusion of any entity that is not a Party to the Settlement Agreement in the foregoing list of Released Entities shall not constitute a waiver of any defenses any such entity has as to improper service or lack of personal jurisdiction.

SS. "Releasing Parties" shall include all Settlement Class Members and their respective heirs, executors, agents, legal representatives, professional corporations, partnerships, assigns, and successors, but only to the extent such claims are derived by contract or operation of law from the Claims of Settlement Class Members.

TT. "Resolution Term Sheet" means the document dated March 4, 2008, that set forth the terms of the settlement reached by the Parties by or on behalf of all persons or entities who purchased or whose pets used or consumed pet food and/or treat products that were recalled by any Released Entity between March 16, 2007 and the present and are the subject of the Pet

Food Recall Litigation. The Resolution Term Sheet is superseded by this Settlement Agreement.

UU. “Second Canadian Notice” means the form of notice agreed to between the Parties or such other form as may be approved by the Canadian Courts, which informs Settlement Class Members in Canada of the final approval of the Settlement Agreement.

VV. “Settlement Class” means the class to be certified by the MDL Court and Canadian Courts pursuant to this Agreement of all persons and entities who purchased, used or obtained, or whose pets used or consumed Recalled Pet Foods Product(s), and excluding Defendants, Released Entities and the Lum Class.

WW. “Settlement Class Member” is a person or entity fitting the definition of the Settlement Class and who has not validly and timely sought to Opt Out of the Settlement Class pursuant to Section II.F below.

XX. “Settlement Fund” means a fund of \$24,000,000.00 (USD) funded by the Defendants as full compensation for all Released Claims, the costs of claims notice, administration, attorneys fees, costs, and expenses associated with this Settlement in both Canada and the United States. The Settlement Fund is in addition to the Historic Payments.

YY. “U.S. Actions” means each of the actions that are part of, or become part of, the coordinated proceedings of In re Pet Food Products Liability Litigation, MDL No. 1850, in the United District Court for District of New Jersey.

ZZ. “U.S. Notice Date” shall have meaning assigned to it in § II.E.2 of the Settlement Agreement.

AAA. “(USD)” means United States Dollars.

II. COURT APPROVAL, CLASS NOTICE, OBJECTION PROCEDURES

A. Reasonable Efforts

Plaintiffs' Lead Counsel, Counsel for Canadian Plaintiffs and counsel for Defendants agree that they will use reasonable efforts to (i) recommend and obtain approval of this Settlement Agreement by the MDL Court and the Canadian Courts in accordance with the class proceedings legislation applicable in the relevant jurisdiction; (ii) carry out the terms of this Settlement Agreement; (iii) support this Settlement Agreement in all public statements; and (iv) secure the prompt, complete and final dismissal with prejudice of the U.S. Actions and Canadian Actions against the Released Entities. Plaintiffs' Lead Counsel and Counsel for Canadian Plaintiffs shall, consistent with their obligations to their clients and the Class, make every reasonable effort to encourage Class Members to participate in this settlement.

The Parties, Plaintiffs' Lead Counsel, and Counsel for Canadian Plaintiffs agree that Defendants may communicate with putative Class Members regarding the provisions of this Agreement, so long as such communications are not inconsistent with Class Notice or other agreed upon communications concerning the Agreement. The Released Entities may refer potential Class Members to the Claims Administrator, the toll free number and the web site. Defendants will not discourage the filing of any claims allowed under Section V of this Agreement. Released Entities that have been reimbursing potential Class Members may continue to do so if necessary to complete claims and Released Entities also may encourage those persons to participate in the class settlement that is the subject of this Agreement.

B. Motions for Preliminary Approval

1. United States: Following the execution of this Agreement, on May 22, 2008, Plaintiffs' Lead Counsel shall file in the MDL Court a motion for Preliminary Approval that seeks entry of a proposed Preliminary Approval Order (substantially in the form attached hereto as Exhibit 4A) that would, for settlement purposes only:

- (a) preliminarily approve this Settlement Agreement;

(b) certify a Settlement Class under Federal Rules of Civil Procedure 23(a) and (b)(3) to be comprised of the Settlement Class Members;

(c) approve the proposed Class Notice in the form substantially similar to the form attached hereto as Exhibits 3A and 3B; and

(d) appoint the Claims Administrator for claimants and claims in the United States.

Defendants in the MDL will join in this motion, will agree that the Settlement Agreement should be preliminarily approved, and will not contest certification of the Settlement Class undertaken for the sole purpose of effectuating this Settlement Agreement.

2. Canada: Following execution of this Settlement Agreement on May 22, 2008, Counsel for Canadian Plaintiffs shall seek orders in each Canadian Court substantially in the form attached as Exhibit 4B, that would for settlement purposes only:

(a) certify a conditional Settlement Class, the certification of which would be conditional on all requirements set out in this Agreement being met, including but not limited to Final Approval Order and Judgments being granted in the MDL Court and each of the Canadian Courts and them not having been overturned or varied by any Appellate court, and that the total number of potential Class Members who properly Opt Out of the Settlement Agreement remains below the requisite threshold set out in this Agreement;

(b) approve the Class Notice in the form attached hereto as Exhibits 3C and 3D in such languages as may be required by the applicable law; and

(c) appoint the Claims Administrator for Canadian claimants and claims.

Defendants in the Canadian Actions will consent to these motions and will not contest conditional certification in the Canadian Courts for the sole purpose of effectuating this

Settlement Agreement.

The motions for approval of the Class Notice and conditional certification shall be first sought in the province of Ontario. The Settlement Class to be conditionally certified in Ontario shall be comprised of Class Members resident in Canada, excluding the Class Members of British Columbia, Alberta, Saskatchewan, Manitoba, Quebec, New Brunswick, Nova Scotia and Newfoundland.

Following the motion for approval of the Class Notice and conditional certification in Ontario, motions for approval of the Class Notice and conditional certification shall be brought in the remaining Canadian Courts in the following order: British Columbia, Quebec, Saskatchewan followed by the remaining jurisdictions in which Canadian Actions have been commenced. With the exception of Ontario, the Settlement Class to be certified in each of the remaining provinces in which Canadian Actions have been commenced shall be comprised of the Class Members resident in that province.

Alternatively, instead of attending separate hearings for conditional certification and approval of the Class Notice in each of the Canadian Courts, Counsel for Canadian Plaintiffs and counsel for the Defendants named in the Canadian Actions may seek orders or directions to allow the Canadian Courts to hear motions for approval of the Class Notice and conditional certification, or any other motions relating to the approval of the settlement, jointly, either by sitting in a single location to be determined by the Canadian Courts, or by video-conference or such other means as the Canadian Courts may determine to be appropriate in the circumstances.

C. Stays

1. Suspension of Discovery: Until Preliminary Approval in the MDL Court, including entry of the stay of discovery in the form contained therein, and Final Approval in the Canadian Courts, the Defendants, Releasing Parties, Plaintiffs' Lead Counsel, and Counsel for

the Canadian Plaintiffs covenant and agree that they shall not pursue discovery (except as may be necessary with respect to matters related to retention of organized Recalled Pet Food Products, raw wheat gluten and uninventoried or inventoried product) and shall not in any way subsequently argue that another Party has failed to comply with suspended discovery obligations because of the suspension of discovery efforts following the Execution Date.

2. Stay of Litigation: Plaintiffs' Lead Counsel, counsel for Canadian Plaintiffs, and counsel for Defendants will jointly move before the MDL Court and Canadian Courts to stay of all other matters in the MDL Court and Canadian Courts related to the Pet Food Recall Litigation, except matters related to retention of Recalled Pet Food Products, raw wheat gluten, organized inventory and uninventoried or inventoried product, and any other matters necessary to implement, advance, or further the Settlement Agreement or settlement process, and the proposed Preliminary Approval Order in the MDL Court and the orders in the Canadian Courts granting certification of the Settlement Class and approval of the Class Notice as contemplated in section II.B.2 above, shall provide for such a stay.

3. Obligation to Meet and Confer: Before filing any motion in the MDL Court or Canadian Courts, the Parties shall consult with each other and certify to the MDL Court or the Canadian Courts, as applicable, that they have so consulted.

4. Stay of Local and State Court Actions in the United States: The proposed Preliminary Approval Order filed in the MDL shall bar and enjoin all Class Members from commencing or prosecuting any action asserting any Released Claims, and shall stay any actions or proceedings brought by any member of the Settlement Class asserting any Released Claims as of the U.S. Notice Date. In the event the Final Approval Order and Judgment is not entered or is reversed for any reason, or this Agreement terminates for any reason, the Parties and Released Entities shall not be deemed to have waived any rights with respect to proceedings

in the litigation of such actions that arise during the period of the stay and shall have a full and fair opportunity to present any position in any such proceedings.

D. Certification of Settlement Classes

1. Class Definition: For purposes of settlement only, and upon the express terms and conditions set forth in this Settlement Agreement, Plaintiffs' Lead Counsel and Counsel for Canadian Plaintiffs agree to seek certification of the Settlement Class in the U.S. Actions and in the Canadian Actions pursuant to Federal Rules of Civil Procedure 23(a) and (b)(3) and Canadian law, as applicable.

2. Class Certified for Settlement Purposes Only: Nothing in this Settlement Agreement shall be construed as an admission by the Released Entities that the Pet Food Recall Litigation or any similar case is amenable to class certification for trial purposes or any purposes other than for implementation of the terms of this Settlement Agreement. Furthermore, nothing in this Settlement Agreement shall prevent Defendants from opposing class certification or seeking de-certification of the certified Settlement Classes if Final Approval of this Settlement Agreement is not obtained in the MDL Court or in any of the Canadian Courts, or not upheld on appeal, including review by any appellate court in the United States or Canada, for any reason. The certification of the Settlement Class shall not be treated as the adjudication of any fact or issue for any purpose other than this Settlement Agreement and shall not be considered as law of the case, res judicata, or collateral estoppel in any other proceeding. Until and unless the Settlement Agreement reaches the Effective Date, the certification of the Settlement Class shall not be treated as the adjudication of any fact or issue and shall not be considered as law of the case, res judicata, or collateral estoppel in this proceeding.

E. Notices

1. Form of Class Notice: Subject to approval of the MDL Court and Canadian Courts, as applicable, Class Notice shall be made by publication as set forth in § II.E.2(c) below and direct mail as set forth in § II.E.2(b) below in the forms attached hereto as Exhibits 3A, 3B, 3C and 3D.

2. Dissemination of Notice:

(a) Notice Dates: In the United States, subject to approval by the MDL Court, the Class Notice shall be reasonably disseminated in the United States within fifteen (15) days of the entry of the Preliminary Approval Order by the MDL Court (the “U.S. Notice Date”). In Canada, subject to approval by the Canadian Courts, the Class Notice shall be reasonably disseminated in Canada within seven (7) days of the last order approving the Class Notice being granted by a Canadian Court as contemplated by § II.B.2. above (“Canadian Notice Date”).

(b) Notice by Direct Mail: The Claims Administrator shall cause notice to be disseminated by direct mail to (1) all persons who were paid as part of a Historic Payment program and (2) all persons who completed and returned a claim form to Crawford & Company and whose names and addresses are in a readily accessible database maintained by Crawford & Company. Defendants and Crawford & Company shall provide the Claims Administrator on a confidential basis the names and address of all such persons.

(c) Notice By Publication: Subject to approval by the MDL Court, and the Canadian Courts, the Class Notice shall be published in newspapers, periodicals, or other sources, including media distributed electronically on or before the Notice Date. Plaintiffs’ Lead Counsel shall solicit bids from firms specializing in the design and implementation of notice intended to be the best notice practicable under Rule 23(c)(2)(B) of the Federal Rules of Civil Procedure. Plaintiffs’ Lead Counsel, Counsel for Canadian Plaintiffs, and Counsel for

Defendants may, at their option, cause the Class Notice to be posted on their websites as well. Subject to approval by the MDL Court, and the Canadian Courts all other Notices contemplated by this Agreement shall be made by publication and direct mail.

(d) Notice to Veterinarians: Subject to approval by the MDL Court and the Canadian Courts, the Class Notice shall be provided to national veterinary organizations including the American Veterinarian Medical Association and the Canadian Veterinary Medical Association for further dissemination at their option to their members and veterinarians.

3. Cost of Notice: Costs of the Class Notice, whether by mail as set forth in § II. E.2(c) above, publication as set forth in § II.E.2(b) above, website, or otherwise, shall be paid from the Settlement Fund. However, any costs associated with Plaintiffs' Lead Counsel's or Counsel for Canadian Plaintiffs' websites, any postings on those websites related to the settlement, or any separate communications or advertisements by any plaintiff, plaintiffs' counsel, or Plaintiffs' Lead Counsel shall be paid by Plaintiffs' Lead Counsel or Counsel for Canadian Plaintiffs.

4. Claims Administrator to Effect Notice: The Claims Administrator shall be responsible for placing and mailing the Class Notice pursuant to § II.E.2(a)-(d) and the notice plan approved by the Courts.

5. Certification Notice Given: Within thirty (30) days of completion of the publication of the Class Notice in publications in the United States, the Claims Administrator shall certify to the MDL Court that it published the Class Notice pursuant to the approved notice plan. Within thirty (30) days of completion of the publication of the Class Notice and other Notices in publications in Canada, the Claims Administrator shall certify to the Canadian Courts that it published the Class Notice and any other Notice published pursuant to the approved notice plan. The Claims Administrator shall also certify the dates that Class Notices were

actually published by each newspaper, periodical, or other sources, in the United States and Canada, as applicable, provide a true copy of each Class Notice in each publication, and provide any other information relevant to the publication and mailing of the Class Notice and other Notices.

6. CAFA Notice: Defendants in the MDL shall serve notice of this Settlement Agreement (via Federal Express) that meets the requirements of the Class Action Fairness Act of 1995, 28 U.S.C. § 1715, on the appropriate federal and state officials not later than 10 days after the filing of this Settlement Agreement with the MDL Court. A proposed form of the CAFA Notice, without the accompanying attachments, is attached hereto as Exhibit 5.

F. Voluntary Exclusion of Class Members from Settlement Class

1. Opt Out Rights: Class Members have the right to exclude themselves (“Opt Out”) from this Agreement and from the Settlement Class by timely submitting a request to Opt Out pursuant to § II.F.3 below. Class Members who so timely request to Opt Out shall be excluded from this Agreement and from the Settlement Class. Any Class Member who does not timely submit a request to Opt Out or does not otherwise comply with the agreed upon Opt Out procedure approved by the MDL and Canadian Courts shall be bound by the terms of this Agreement and the Final Approval Order and Judgment. Any Class Member who does not Opt Out of this Agreement shall be deemed to have taken all actions necessary to withdraw and revoke the assignment to any Person of any claim against the Released Entities.

Any Class Member who timely submits a request to Opt Out shall have until seven (7) days prior to the Final Approval Hearing Date in the MDL Court or the appropriate Canadian Court to deliver to Plaintiffs’ Lead Counsel and the Claims Administrator a written revocation of such Class Member’s request to Opt Out. Plaintiffs’ Lead Counsel shall timely apprise the MDL Court or Canadian Courts, as applicable, of such revocations.

Within ten (10) days after the Opt Out Deadline, the Claims Administrator shall furnish Defendants with a complete list in machine-readable form of all Opt Out requests submitted by the Opt-Out Deadline and not timely revoked.

2. Deadline to Opt Out from Settlement Class: All Class Members will be given sixty (60) days after the U.S. Notice Date or the applicable Canadian Notice Dates (the “Opt Out Deadline”) to Opt Out.

3. Request to Opt Out: A Class Member must Opt Out of the Settlement Class by notifying the Claims Administrator or such other person as may be designated by applicable legislation or court order to receive requests to Opt Out in writing postmarked on or before the Opt Out Deadline of his/her intention to exclude himself/herself from the Settlement Class. The Class Member seeking to Opt Out must include his/her name, address, telephone and signature in his/her written request to Opt Out and otherwise comply with the agreed upon Opt Out procedure approved by the MDL and, if applicable, Canadian Courts. The initial determination that each request to Opt Out by a Class Member complies with the Opt Out procedures in this Agreement will be made by the Claims Administrator and is subject to final approval by the MDL Court or the Canadian Courts, as applicable, as part of the Final Approval of the Settlement Agreement. The MDL Court or the Canadian Courts, as applicable, may disallow any request for exclusion that fails to comply with the provisions of Preliminary Approval Order or the Opt Out procedures otherwise approved by the MDL and Canadian Courts.

4. Defendants’ Right to Terminate: The Defendants shall have the right to terminate this Settlement Agreement if the number of Class Members who request to Opt Out of the Settlement Class exceeds 2,000. The Defendants must exercise their right to terminate the Settlement and the Settlement Agreement due to the number of Class Members who request to Opt Out of the Settlement Class within fourteen (14) business days from their receipt from the

Claims Administrator of a complete list of all Opt Out requests submitted by the Opt Out Deadline and not timely revoked.

G. Procedures for Objecting to the Settlement

Any objection to this Settlement Agreement, including any of its terms or provisions, must be served on at least one of Plaintiffs' Lead Counsel (or for Canadian Class Members to Branch MacMaster) and at least one of Defendants' Liaison Counsel and filed with the MDL Court or the appropriate Canadian Court, as applicable, in writing no later than thirty (30) days prior to the Final Approval Hearing Date in the MDL Court or the appropriate Canadian Court, as set forth in the Class Notice (the "Objection Date"). Any person or entity filing an objection in the MDL Court shall, by doing so, submit himself, herself or itself to the exclusive jurisdiction and venue of the United States District Court for the District of New Jersey.

H. Motion for Final Approval Order and Entry of Final Judgment

1. United States - Hearing on Motion for Final Approval: The motions for Final Approval of this Settlement Agreement will be set for hearings by the MDL Court and the Canadian Courts as soon as is practical. The Parties shall seek entry of a "Final Approval Order and Judgment" (in substantially the same form as Exhibit 6A hereto) that, *inter alia*:

(a) With respect to settlement of Released Claims in the United States, determines that the MDL Court has and shall retain exclusive jurisdiction over: (i) the Settlement Agreement, including its administration, consummation, claim procedures, enforcement, and any other issues or questions that may arise; (ii) the Parties and disputes for purposes of the Settlement Agreement; (iii) any applications for attorneys' fees, expenses and costs related to the Settlement Agreement; and (iv) all proceedings related to this Settlement Agreement both before and after the Final Approval becomes final and is no longer subject to appeal, and over enforcement of the Final Approval Order and Judgment;

(b) Approves finally this Settlement Agreement and its terms as being a fair, reasonable and adequate settlement as to the Class Members within the meaning of Rule 23 of the Federal Rules of Civil Procedure, the Class Action Fairness Act, and other applicable law;

(c) Determines that the Class Notice, as approved by the Preliminary Approval Order, constitutes reasonable and the best practicable notice reasonably calculated under the circumstances to apprise members of the Settlement Class of the pendency of the U.S. Actions and Canadian Actions, the terms of the Settlement Agreement, the right to object or opt-out, and the right to appear at the hearing on Final Approval, the claims procedure, that the Class Notice is adequate and sufficient to all persons entitled to receive such notices, and meets the requirements of due process and other applicable rules or laws;

(d) Determines that there is no just reason for delay and that the Final Approval Order and Judgment shall be final and entered; and

(e) Enters the Release and Injunction described in the §§ III.A and C.

2. Canada: The Canadian Approval Hearings shall be heard by the Canadian Courts as soon as practicable and in any event no later than sixty (60) days following the Final Approval Hearing Date. The Parties shall seek entry of a Final Approval Order and Judgment (in substantially the same form as Exhibit 6B), that inter alia:

(a) With respect to settlement of Released Claims in Canada, determines that each of the Canadian Courts has jurisdiction and shall retain jurisdiction with respect to (i) Released Claims in their respective jurisdictions, (ii) the Settlement Agreement, including its administration, consummation, claim procedures, enforcement, and any other issues or questions that may arise; (iii) the Parties and disputes for purposes of the Settlement Agreement; (iv) any applications for counsel fees, expenses and costs related to the Settlement Agreement brought in their respective jurisdictions; and (v) all proceedings related to this Settlement

Agreement both before and after any Final Approval Order and Judgment becomes final and is no longer subject to appeal, and over enforcement of the Final Approval Order and Judgment;

(b) With respect to Ontario, finalizes the certification of a Settlement Class comprised of Class Members resident in Canada, excluding the residents of British Columbia, Alberta, Saskatchewan, Manitoba, Quebec, New Brunswick, Nova Scotia and Newfoundland and with respect to the remaining Canadian provinces in which Canadian Actions have been commenced, finalizes the certification of a Settlement Class comprised of the residents of each of those provinces, for the purposes of effectuating this settlement;

(c) Approves this Settlement Agreement and its terms as being a fair, reasonable and adequate settlement as to the Settlement Class Members;

(d) Determines that the Class Notice constitutes reasonable and the best practicable notice reasonably calculated under the circumstances to apprise members of the Settlement Class of the Canadian Approval Hearings;

(e) Approves the proposed Second Canadian Notice;

(f) Determines that there is no just reason for delay and that the Final Approval Order and Judgment shall be final and entered;

(g) Enters the Release and injunctive relief described in § III.A and III.C; and

(h) Provides that the Court shall not make any order or give any direction in respect of any matter of joint jurisdiction unless that order is conditional upon a complementary order or direction being made or given by the other Canadian Courts and the MDL Courts with which it shares jurisdiction over that matter.

Motions for the Canadian Approval Hearings shall be first brought and heard in Ontario, followed by the remaining provinces in Canada in which Canadian Actions have been commenced.

Alternatively, instead of attending separate hearings for the Canadian Approval Hearings in each of the Canadian Courts, Counsel for Canadian Plaintiffs and counsel for the Defendants named in the Canadian Actions may seek orders or directions to allow the Canadian Courts to hear motions for the Canadian Approval Hearings, or any other motions relating to the approval of the settlement, jointly, either by sitting in a single location to be determined by the Canadian Courts, or by video-conference or such other means as the Canadian Courts may determine to be appropriate in the circumstances.

3. Effective Date: If the Final Approval Order and Judgment is entered by the MDL Court and the Canadian Court(s) and the time for appeal from all such orders and judgments has elapsed (including without limitation any extension of time for the filing of any appeal that may result by operation of law or order of the MDL or Canadian Courts, as applicable), with no notice of appeal having been filed, the “Effective Date” shall be the next business day after the last date on which notice of appeal could have been timely filed. If the Final Approval Order and Judgment is entered and an appeal is filed as to any of them, the “Effective Date” shall be the next business day after the Final Order and Judgment is affirmed, all appeals are dismissed, and no further appeal to, or discretionary review in any Court, remains.

4. Effect of Entry of a Final Approval Order and Judgment: The distribution procedures under the Settlement Agreement shall commence seven (7) business days after the Effective Date.

5. Motion to Void the Settlement Agreement: In the event that the termination right in Section II.F.4 above is exercised, or in the event that any Canadian Court or the MDL Court refuses to enter a Final Approval Order and Judgment substantially in the form set out herein and in accordance with the provisions of this Agreement, this Agreement shall, subject to an

agreement by the Parties, be null and void and of no force or effect and the Parties shall bring motions before each of the Canadian Courts and the MDL Court: (i) declaring the Settlement Agreement to be null and void and of no force or effect, (ii) setting aside any order certifying a Settlement Class on the basis of the Settlement Agreement, and (iii) determining any disputes arising from any distribution of the Settlement Funds from the Escrow Account.

III. RELEASE OF CLAIMS BY CLASS MEMBERS

A. Release

Upon entry of the Final Approval Order and Judgment by the MDL Court and all Canadian Courts, the Releasing Parties forever release and discharge all Released Claims against all Defendants and all Released Entities. For purposes of this Settlement Agreement, “Released Claims” are all claims, demands, actions, suits, and/or causes of action that have been brought or could have been brought, are currently pending or were pending, or are ever brought in the future, by any Settlement Class Member against any Defendant or Released Entity, in any forum in Canada or the United States (including their territories and, in the case of the United States, Puerto Rico), whether known or unknown, asserted or unasserted, under or pursuant to any statute, regulation, common law or equity, that relate in any way, directly or indirectly, to facts, acts, events, transactions, occurrences, courses of conduct, representations, omissions, circumstances or other matters referenced in any claim raised (including, but not limited to, any claim that was raised against any Released Entity) in the Pet Food Recall Litigation.

For purposes of this Agreement, “Released Claims” do not include any claims for breach of this Settlement Agreement, nor any claims, demands, actions, suits, or causes of action that have been brought, could have been brought, or are brought in the future by any Defendant or Released Entity against any other Defendant or Released Entity, for indemnity or any other claim. Nothing in this Agreement shall in any way be construed to limit or prevent any

Defendant or Released Entity from bringing any claims, demands, actions, suits, or causes of action against another Defendant or Released Entity for indemnity or any other claim related to the Recalled Pet Food Products and/or the Recall.

B. Covenant Not to Sue

The Releasing Parties and each of them agree and covenant not to sue or prosecute, institute or cooperate in the institution, commencement, filing or prosecution of any suit or proceeding in any forum against any Released Entity, or against any other person or entity who may claim contribution or indemnity from or against any Released Entity, based upon or related to any Released Claim. Notwithstanding any other provision of this Agreement (including, without limitation, this § III), nothing in this Agreement shall be deemed to in any way impair, limit, or preclude the Releasing Parties' rights to enforce any provision of this Agreement, or any court order implementing this Agreement, in a manner consistent with this Agreement.

C. Injunction

It is an essential element of the Agreement that the Released Entities obtain the fullest possible release from further liability to anyone relating to the Released Claims, and it is the intention of the Parties to this Agreement that the Agreement eliminate all further risk and liability of the Released Entities relating to the Released Claims. Accordingly, the Parties agree that the MDL Court and Canadian Courts shall include in the Final Approval Order and Judgment an injunction that permanently enjoins the Releasing Parties from (i) filing, commencing, prosecuting, continuing, maintaining, intervening in, participating in (as class members or otherwise) or receiving any benefits from any lawsuit, arbitration, administrative or regulatory proceeding or order in any jurisdiction based on any or all Released Claims against one or more Released Entities or against any person or entity who may claim over against any Released Entity for contribution or indemnity; (ii) instituting, continuing, maintaining,

organizing class members in, or joining with class members in, any action or arbitration, including but not limited to a purported class action, in any jurisdiction, against one or more Released Entities, or against any person or entity who may claim over against any Released Entity for contribution or indemnity, based on, involving, or incorporating, directly or indirectly, any or all Released Claims; and (iii) filing, commencing, prosecuting, intervening in, participating in (as class members or otherwise) or receiving any benefits from any lawsuit, arbitration, administrative or regulatory proceeding, or order in any jurisdiction based on an allegation that an action taken by the Released Entities, which is in compliance with the provisions of the Settlement Agreement, violates any legal right of any Settlement Class Member.

D. Dismissal With Prejudice

The Releasing Parties shall take all steps necessary to dismiss the U.S. Actions and Canadian Actions with prejudice. It is the Parties' intention that such dismissal shall constitute a final judgment on the merits to which the principles of *res judicata* shall apply to the fullest extent of the law as to the Released Entities.

E. Notice Related to Section 1542 of the California Civil Code

All Parties to this Agreement specifically acknowledge that they have been informed by their legal counsel of Section 1542 of the California Civil Code and they expressly waive and relinquish any rights or benefits available to them under this statute. California Civil Code § 1542 provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

Notwithstanding Section 1542 of the California Civil Code, or any other statute or rule

of law of similar effect, this Settlement Agreement shall be given full force and effect according to each and all of its expressed terms and provisions, including those related to any unknown or unsuspected claims, liabilities, demands, or causes of action which are based on, arise from or are in any way connected with the Actions. All Parties to the Settlement Agreement have been advised specifically by their legal counsel of the effect of this waiver, and they expressly acknowledge that they understand the significance and consequence of this expressed waiver of California Civil Code Section 1542.

F. Irreparable Harm

The Parties agree that the Released Entities shall suffer irreparable harm if a Releasing Party takes action inconsistent with §§ III.A - D, and that in that event, a Released Entity may seek an injunction from the MDL or Canadian Courts as to such action without further showing of irreparable harm.

IV. ESTABLISHMENT, ESCROW AND ADMINISTRATION OF THE SETTLEMENT FUND

A. Establishment of the Settlement Fund

The Defendants will establish the Settlement Fund of \$24,000,000 (USD) in full compensation for all Released Claims in both Canada and the United States, including costs of notice, administration, attorneys' fees, costs, and expenses. The Settlement Fund is exclusive of the Historic Payments, which are without reversion to any Defendant or Released Entity. The Settlement Fund is also exclusive of the Ontario Action Costs.

B. Administration of the Settlement Fund

1. Administration by the Claims Administrator: Claims against the Settlement Fund shall be administered by the Claims Administrator, who shall at all times act in good faith and make reasonable efforts to determine whether a Claim is valid and payable from the

Settlement Fund in accordance with the provisions in this Settlement Agreement before making any payment from the Settlement Fund in satisfaction of that Claim.

2. Authority of the Claims Administrator to Adjust Claims: To assist the Claims Administrator in some of its determinations, the Parties will provide the Claims Administrator with agreed-upon guidelines relating to the costs of new pets and the costs of various other types of economic damages, specifically necropsy/autopsy, euthanasia, cremation, burial/Specialty Services, and the number of Healthy Pet Screenings that are presumptively reasonable (Exhibit 7). Notwithstanding the foregoing, the Claims Administrator has complete and final authority to adjust Claims made as set forth in the immediately preceding paragraph. All decisions of the Claims Administrator shall be final, binding and not subject to appeal. The costs of administration of the Settlement Fund, including costs associated with Class Notice, will be paid out of the Settlement Fund.

3. Ability of Class Members to Contact the Claims Administrator: The Claims Administrator will have a toll-free telephone number and website that are activated within seven (7) days of the Preliminary Approval of the Settlement, the costs of which will be paid out of the Settlement Fund. The Released Entities may refer potential Settlement Class Members to the Claims Administrator, the toll-free number and the website.

4. Authorization for Crawford & Company to Release Claim Files: Upon the request of the Claims Administrator, Crawford & Company is authorized to provide to the Claims Administrator on a confidential basis the completed claim form and accompanying documentation related to the Recall that was submitted by that individual to Crawford & Company.

C. Confidentiality: The claims process administered by the Claims Administrator, and Claims Forms and other documentation and information the Claims Administrator receives

from claimants, shall be confidential and shall not be disclosed by the Claims Administrator to any other Settlement Class Member.

D. Escrow of the Settlement Fund

1. Establishment of Escrow: Defendants will obtain an Escrow Agent and establish an Escrow Account for the Settlement Fund at Charter One Bank, Chicago, Illinois.

2. Advance Funds from Settlement Fund: Within ten (10) business days from Preliminary Approval by the MDL Court, the Defendants shall advance \$750,000 (USD) from the Settlement Fund to the Escrow Account to pay for the class notice program and related administrative expenses. If additional amounts are determined by the Claims Administrator to be necessary for class notice and administrative expenses to be incurred before entry of the Final Approval Order and Judgment, then, upon ten (10) business days' notice, the Defendants shall advance such additional amounts as reasonably determined to be necessary, to the Escrow Account from the Settlement Fund.

3. Payment of Remainder of Settlement Fund into Escrow Account: Ten (10) business days after Final Approval by the MDL and all Canadian Courts, the Defendants shall pay into the Escrow Account the balance of the Settlement Fund not previously advanced to the Escrow Account for class notice and related administrative expenses.

4. Investment of Settlement Funds in Escrow Account: Monies held in the Escrow Account shall be invested by the Escrow Agent in United States Treasuries. Any interest earned thereon shall become part of the Settlement Fund, except that interest earned on any portion of the Settlement Fund awarded as attorneys' fees and expenses shall become part of the attorneys' fees and expenses award.

5. Return of Money from Escrow Account: If any Final Approval Order and Judgment is subsequently overturned or disapproved by any court in the United States or in

Canada, then all monies, including any earned interest, remaining in the Escrow Account shall be returned to Defendants from the Escrow Account.

6. Release of Settlement Fund from the Escrow Account: Settlement Funds held in the Escrow Account that are not advanced to pay for the class notice program and related administrative expenses shall be released to (a) the Claims Administrator and (b) to Plaintiffs' Lead Counsel and Counsel for Canadian Plaintiffs within five (5) business days after the Effective Date of this Settlement Agreement if a court awards or orders attorneys' fees to Plaintiffs' Lead Counsel and Counsel for Canadian Plaintiffs.

E. Miscellaneous Provisions Related to Administration of the Settlement Fund

1. Disclosure and Treatment of Historic Payments:

(a) Certain Defendants, Released Entities and/or their insurance carriers established claims handling facilities and procedures, which were in place prior to the execution of this Settlement Agreement. Through these claims handling facilities and procedures, and through other settlements, certain Settlement Class Members received Historic Payments from certain Defendants or their insurers.

(b) Defendants will provide to the Claims Administrator on a confidential basis the name(s) of each person to whom they provided a Historic Payment and the amount of such Historic Payment. The Claims Administrator will use this information to ensure that no individuals are compensated twice for the same claimed economic damages. Information provided to the Claims Administrator regarding Historic Payments will be maintained in strict confidence by the Claims Administrator and will not be provided to any other Settlement Class Member, Plaintiffs' Lead Counsel, Counsel for Canadian Plaintiffs or counsel for any other Defendant or Released Entity. Anything to the contrary in this paragraph notwithstanding, Plaintiff's Lead Counsel may have access to information relating to a Historic Payment made to

Settlement Class Member who initiates an inquiry to Plaintiff's Lead Counsel with respect to the processing of the Settlement Class Member's claim. Plaintiffs' Lead Counsel agree that they will not use information received from the Claims Administrator and/or a Settlement Class Member related to a Historic Payment for any purpose other to respond to the inquiry initiated by the Claims Administrator or Settlement Class Member, and that they will keep such information strictly confidential.

(c) If a Settlement Class Member seeks additional amounts above the amount (s)he was paid in a Historic Payment as a result of this Settlement Agreement, the Settlement Class Member must file a Claim Form and shall submit it together with the documentation required, by regular First Class mail, to the Claims Administrator. The Claims Administrator shall provide a copy to counsel for the Defendant(s) from whom the Settlement Class Member previously received a Historic Payment.

(d) If a Settlement Class Member who has been reimbursed previously by a Defendant, Released Entity and/or its insurance company for expenses associated with the Recall submits a Claim Form, then the reimbursement previously received will be deducted from the total reimbursement due to that Settlement Class Member under this Settlement Agreement, if any.

2. Accounting: The Claims Administrator shall keep and maintain an account of all expenditures, awards, and records and documents received from, or on behalf of, any Settlement Class Member. Provided, however, that information provided to the Claims Administrator that would disclose the identities of parties to Historic Payments and the amounts of Historic Payments on an individual basis shall not be disclosed to any other Settlement Class Member, Plaintiffs' Lead Counsel, Counsel for Canadian Plaintiffs or counsel for any other Defendant or Released Entity.

3. Rejection of Claims Due to Conduct of Class Member: The Claims

Administrator may reject, deny or dismiss a Claim based upon fraud, bad faith, unreasonable conduct or demand, or intentional or willful misconduct by a Settlement Class Member who submitted the Claim Form or on whose behalf the Claim Form was submitted.

4. Deadline to Submit Claims: All Claim Forms by Settlement Class Members in

the United States must be initially submitted to the Claims Administrator within one hundred sixty (160) days of the U.S. Notice Date, and all Claims Forms by Canadian Settlement Class Members must be initially submitted to the Claims Administrator within one hundred sixty (160) days of the Canadian Notice Date or within 60 days of the last Final Approval Order or Judgment by a Canadian Court, whichever occurs later (“Claims Deadline”). Any claims submitted to the Claims Administrator thereafter shall be forever barred. All payments to be made to the Settlement Class Members from the Settlement Fund shall be mailed or distributed to the Settlement Class Members within one hundred sixty (160) days of the Effective Date.

5. Investment and Distribution of Settlement Fund: The Parties, Defendants,

Released Entities and their counsel shall not have any responsibility or liability whatsoever with respect to the investment or distribution of the Settlement Fund. In addition, the Parties, Defendants, Released Entities and their counsel shall not have any responsibility for or liability whatsoever with respect to the determination, administration, calculation or payment of Claim Forms from the Settlement Fund (except as specifically described in this Agreement) or any losses incurred in connection therewith.

V. BENEFITS, LIMITATIONS, AND CLAIMS PROCEDURES

Settlement Class Members have the ability to recover up to 100% of the reasonable economic damages they incurred due to the illness or injury of their pets after the consumption of a Recalled Pet Food Product as determined by the Claims Administrator, so long as all

accepted claims do not exceed the Settlement Fund available, in which case distribution will be made on a *pro rata* basis. Economic damages supported by documentation and accepted by the Claims Administrator as valid and reasonable shall be paid in full from the Settlement Fund, subject to available funds in the Settlement Fund. In addition, as provided below, the Claims Administrator has authority and discretion to pay Settlement Class Members up to \$900 (USD) from the Settlement Fund for claims submitted without documentation, provided the Claims Administrator determines that the claims otherwise are valid and reasonable. Economic damages include, but are not limited to, Healthy Screening Claims, Injury Claims, Deceased Animal Claims, Consumer Food Purchase Claims, travel and transportation expenses, property damage (such as damage to your carpets), lost wages and property damage claims. Claimants may submit a claim for economic damages supported by documentation and those economic damages unsupported by documentation, and are eligible for payments in both categories for that single claim.

A. Limitations on Payments from the Settlement Fund

The foregoing notwithstanding, there are limitations on amounts available from the Settlement Fund to pay certain types of damages. These limitations are as follows.

1. Healthy Screening Claims: Payments from the Settlement Fund for Healthy Screening Claims shall be limited to an aggregate maximum of \$400,000 (USD).

2. Consumer Food Purchase Claims: Payments from the Settlement Fund for Consumer Food Purchase Claims shall be limited to an aggregate maximum of \$250,000 (USD). To the extent that the total payments to all Settlement Class Members with eligible Consumer Food Purchase Claims is less than \$250,000 (USD), the balance is to be paid to the charities specified in Schedule 1, in accordance with Section V.F.

3. Claims Without Documentation: As provided above, payment from the

Settlement Fund for Claims of economic damages for which there is no documentation accompanying a Claim Form shall be limited to a maximum payment of \$900 (USD) per claim submitted by a Settlement Class Member.

B. Pro Rata Payments from the Settlement Fund: To the extent that any of the amounts available to pay Healthy Screening Claims, Injury Claims, Deceased Animal Claims, Consumer Food Purchase Claims or property damage claims would be exhausted by payment of 100% of the claims made in that category, distribution to pet owners will be adjusted and paid on a *pro rata* basis.

C. Claims Procedures Applicable to All Claims

All Settlement Class Members shall be bound by the claims procedures set forth below.

1. Submission of Claim Form: The Settlement Class Member shall sign and submit a completed Claim Form in the form of Exhibit 2 hereto together with all other documentation, if any, set forth below by regular First Class mail, fax or by electronic mail in Portable Document Format (“PDF”) to the Claims Administrator.

2. Information Regarding Consumer Food Purchase Claims: The Settlement Class Member will be asked to provide sufficient information about the purchase or use of a Recalled Pet Food Product to satisfy the Claims Administrator that he/she did in fact purchase or otherwise receive or that his or her pet consumed or used a Recalled Pet Food Product. Acceptable forms of proof include, but are not limited to: (1) receipt; (2) cancelled check; (3) credit card statement; (4) copies of the product labels from the Recalled Pet Food Product(s); or (5) a signed statement under penalty of perjury.

3. Information Regarding Veterinary Costs: The Settlement Class Member asserting a Healthy Screening Claim as a documented claim shall provide documentation showing costs incurred for screening the pet for illness after the use or consumption of a

Recalled Pet Food Product. Acceptable forms of proof of the amount of veterinary costs incurred include, but are not limited to: veterinarian bills; cancelled checks; receipts; credit card receipts; or statements or a statement from the veterinarian, hospital or clinic. The Settlement Class Member asserting an undocumented Healthy Screening Claim is to provide information as requested on the Claim Form which will be considered by the Claims Administrator as set forth in this Agreement.

4. Information Regarding Veterinary Treatment: The Settlement Class Member asserting an Injury Claim as a documented claim shall provide documentation showing treatment of the pet consistent with acute kidney or renal failure (exhibited by the symptoms thereof, e.g., vomiting, lethargy, decreased appetite, increased urination, and/or increased water intake) after the use or consumption of a Recalled Pet Food Product, and the Claims Administrator has the authority and discretion to make a determination of the claim from the documentation submitted. Acceptable forms of documentation of the veterinary treatment incurred include, but are not limited to: veterinary notes; veterinary records; test or laboratory reports; or statements or a statement from the veterinarian, hospital or clinic. The Settlement Class Member asserting an undocumented Injury Claim is to provide information as requested on the Claim Form which will be considered by the Claims Administrator as set forth in this Agreement.

5. Information Regarding Necropsy, Euthanasia, Cremation, Burial/Specialty Services:

The Settlement Class Member asserting a Deceased Animal Claim as a documented claim and seeking reimbursement for necropsy, euthanasia, burial, cremation or a combination thereof (“Specialty Services”) shall provide a copy of the bill, receipt or records for the costs incurred for necropsy, euthanasia, cremation or burial/Specialty Services, if any. Acceptable

forms of proof of necropsy, euthanasia, cremation or burial/Specialty Services costs incurred include, but are not limited to: veterinarian bills; cancelled checks; receipts; credit card receipts; statements or a statement from the veterinarian, hospital or clinic; and statements, bills or invoices from a pet cemetery. The Settlement Class Member asserting an undocumented Deceased Animal Claim is to provide information as requested on the Claim Form which will be considered by the Claims Administrator as set forth in this Agreement.

6. Information Regarding Other Economic Damages:

The Settlement Class Member will be asked to provide a copy of the bills, receipts or records for other economic damages sought, including, without limitation, costs incurred for property damage, transportation, lost time from work and other costs. The Settlement Class Member asserting an undocumented claim for other economic damages is to provide information as requested on the Claim Form which will be considered by the Claims Administrator as set forth in this Agreement.

7. Authorization for Claims Administrator to Obtain Information: When death of an animal, veterinarian's bills or invoices, bills or invoices for testing, medicines or special treatments are claimed, a Settlement Class Member shall, if asked to do so by the Claims Administrator, timely provide authorization for the Claims Administrator to obtain copies of any documents or records directly from a care provider or other source, and when feasible, also shall timely provide true copies of relevant requested records in his or her possession. At the Claims Administrator's specific request, in the event there is a question as to the value of the animal and breeder records, AKC records or records of similar organizations could help the Claims Administrator determine the value of a pet, a Settlement Class Member shall also be asked to timely provide authorization for the Claims Administrator to obtain copies of any such relevant documents. Whether to ask for such documentation is to be in the Claims

Administrator's sole discretion.

8. Claim Forms Submitted Without Documentation: To the extent that a Settlement Class Member fails to submit information, documentation and/or authorizations described in sub-paragraphs (1)-(7) above with his or her Claim Form, the Claims Administrator may evaluate the information provided by the Settlement Class Member and make a reasonable and good faith determination of the validity of the claim of the undocumented economic damages reasonably incurred by the Settlement Class Member. If the Claims Administrator determines the Claim is valid, payment to that Settlement Class Member on account of any and all undocumented economic damages shall be limited to a total maximum payment of \$900 (USD) per Claim Form submitted. Provided, however, that a Settlement Class Member may not recover more than once for the same claim for economic damages. The Settlement Class Member shall be entitled to all documented economic damages the Claims Administrator determines were reasonably incurred as a result of use or consumption of a Recalled Pet Food Product, subject to the limitations herein.

9. Verification: The Settlement Class Member shall sign the verification on the Claim Form that states as follows:

I declare under the penalty of perjury that the above information is true and correct. I understand that the above information will be reviewed and will be verified by a representative from the Claims Administrator. I hereby authorize a representative from the Claims Administrator to contact me or my veterinarian, or both, for more information.

D. Benefits Available In Each Category

1. Healthy Screening Claims: A Settlement Class Member having submitted a Screening Claim deemed valid by the Claims Administrator shall receive a full or *pro rata* reimbursement of the actual cost of visit(s) to a veterinarian after March 16, 2007, and any reasonable or necessary test(s) performed by or upon the recommendation or referral of the

veterinarian to screen for illness from the use or consumption of a Recalled Pet Food Product, provided that reimbursement will only be granted for the share of the veterinary bill, costs, tests, or examination that relate to the determination of whether the animal suffered injury from the use or consumption of a Recall Pet Food Product, and not for any other or unrelated portion of the veterinary bill, and only up to the Settlement Class Member's *pro rata* share of all approved Healthy Screening Claims if the maximum amount of Screening Claims is paid.

2. Injury Claims. A Settlement Class Member having submitted an Injury Claim deemed valid by the Claims Administrator shall receive, in addition to all other economic damages, a full or *pro rata* reimbursement of veterinary bills incurred after November 8, 2006 for all diagnostics (for example, blood testing or CBC; urinalysis or urine specific gravity testing; kidney ultrasound or x-ray; and results of kidney biopsy) and treatments stemming from a pet's consumption of a Recalled Pet Food Product, provided that reimbursement is only for the share of the veterinary bill, costs, tests, or examination related to such diagnostics and/or treatment and not for any other or unrelated portion of the veterinary bill. Settlement Class Members who seek reimbursement of diagnostics for Injury Claims incurred after November 1, 2007, must provide sufficient information to demonstrate that the diagnostics were necessary to treat illness related to the use or consumption of a Recalled Pet Food Product. As with every other type of economic damage, this information may be in the form of documentation or not. Undocumented economic damages described on a Claim Form are subject to the \$900 undocumented damages limitation described in this Agreement.

3. Deceased Animal Claims. A Settlement Class Member having submitted a Deceased Animal Claim deemed valid by the Claims Administrator shall receive, in addition to all other economic damages, (i) the relief provided in sub-paragraph 2 above, (ii) reimbursement for a necropsy, euthanasia, cremation or burial/Specialty Services that occurred

after November 8, 2006, and (iii) either the cost or fair market value of the deceased pet, whichever is higher, or if he or she purchased a new pet before May 22, 2008, the reasonable cost of a new pet, subject to the limits set forth above. If the animal died or was euthanized after November 1, 2007, the Settlement Class Member must provide sufficient information to demonstrate that the death was related to an illness from the use or consumption of a Recalled Pet Food Product, or the treatment thereof. As with every other type of economic damage, this information may be in the form of documentation or not. Undocumented economic damages on a Claim Form are subject to the \$900 undocumented damages limitation described in this Agreement.

4. Consumer Food Purchase Claims: A Settlement Class Member having submitted a Consumer Food Purchase Claim deemed valid by the Claims Administrator shall receive, in addition to all other economic damages, subject to the limits stated above, a full or *pro rata* reimbursement of the actual cost of purchase of Recalled Pet Food Products.

E. Notification to Claimants

The Claims Administrator shall notify a Settlement Class Member within forty-five (45) days of receiving the Claim Form and all necessary information, or as soon thereafter as reasonably practicable, whether the Claim will be accepted and paid pursuant to the terms of this Settlement Agreement or rejected.

F. Balance of Settlement Funds after Payment of Claims

At such time as all valid Claims properly payable pursuant to the provisions of this Settlement Agreement, are paid in full from the Settlement Fund by the Claims Administrator, the Claims Administrator shall remit the balance, if any, of the Settlement Fund the charities specified on Schedule 1, subject to the fact that the Claims Administrator must ensure compliance with the Fonds d'aide aux recours collectifs of the Province of Quebec, Canada in

accordance with Quebec law and more particularly, the Regulation respecting the percentage withheld by the Fonds d'aide aux recours collectifs. The balance of Settlement Fund, if any, after payment of Claims will be divided between the U.S. Charities listed in Schedule 1 on the one hand, and the Canadian Charities listed below on the other, on a pro rata basis based on the number of claims paid to residents of each country. Any amount paid from the Settlement Fund paid to the Canadian charities will be divided among those Canadian charities on a pro rata basis by number of claims paid to residents of each province, with a reduction of the amount allocated to the Province of Quebec for any required payment to the Fonds d'aide aux recours collectifs of the Province of Quebec.

VI. TESTING

A. Agreement by Certain Defendants

Defendants that manufacture Recalled Pet Food Product(s) agree as follows:

WHEREAS, Defendants that manufacture pet food products that are the subject of the Pet Food Recall Litigation and contained wheat gluten or rice protein concentrate and were recalled between March 16, 2007 and the present represent that they have Quality Assurance Programs ("QAPs") that focus on the quality and safety of pet food products;

WHEREAS, Defendants that manufacture pet food products that were subject to the recall represent that these QAPs define processes and specifications in areas related to the quality and safety of pet food products, including raw materials, production processes, and regulatory compliance;

In recognition of the foregoing, Defendants that manufacture pet food products containing wheat gluten that was subject to the recall now regularly test any such shipment of raw wheat gluten imported from China for use in such pet food products for the presence of melamine and cyanuric acid, and agree to test or continue to test for such compounds for a period of one year following the date of Preliminary Approval of this Settlement Agreement by the MDL Court. In addition, Defendants that manufacture pet food products containing rice protein concentrate that was subject to the recall now regularly test any such shipment of raw rice protein concentrate imported from China for use in such pet food products for the presence of melamine and cyanuric acid, and agree to test or continue to test for such compounds for a period of one year following the date of Preliminary Approval of the Parties' Settlement Agreement by the MDL Court.

This provision does not apply to Defendants for whom the recalled pet food products are exclusively co-packed or private labeled.

VII. OTHER PROVISIONS

A. No Admission

Nothing herein shall constitute any admission as to any assertion, claim, or allegation made by any party, or as to the scope of liability. The Defendants specifically deny any wrongdoing or liability, and this Settlement Agreement is entered to resolve all claims amicably and does not imply or suggest in any way fault or wrongdoing. The Parties hereto agree that this Settlement Agreement and its Exhibits, and any and all associated negotiations, documents, discussions, shall not be deemed or construed by anyone to be an admission or evidence of any violation of any statute or law, or of any liability or wrongdoing by Defendants or Released Entities, or of the suitability of plaintiffs' claims for class certification, or of the proper scope of liability under any statute or law, or of the truth of any of the claims or allegations in any of the complaints in the Pet Food Recall Litigation or Actions, or any other proceedings.

B. Settlement Agreement Inadmissible In Subsequent Litigation

In the event that the Settlement contemplated by this Settlement Agreement is not approved or does not for any reason go forward, the existence of this Settlement Agreement and the Resolution Term Sheet, and any of their terms, shall not be admissible in any subsequent litigation, and no Party will ever attempt to introduce this Settlement Agreement and Release into evidence in any other legal matter, whether related to the Pet Food Recall Litigation or not. To the extent that Federal Rules of Evidence 408 and 501 forbid parties from introducing compromises and offers to compromise into evidence in future litigation, the Parties agree not to contest that this Agreement is a compromise or offer to compromise that may not be introduced into evidence in any subsequent litigation.

C. Plaintiffs' Attorneys' Fees and Expenses

1. Application: Plaintiffs' Lead Counsel will apply to the Court for reimbursement of attorneys' fees in a total amount not to exceed 25% of the Settlement Fund, plus reimbursement of expenses incurred in the course of the litigation. Similarly, Counsel for Canadian Plaintiffs will apply to the Canadian Courts for attorneys' fees in a total amount not to exceed 6% of the Settlement Fund, plus reimbursement of expenses incurred in the course of the litigation.

2. Defendants' Position: Defendants will take no position on an application by Plaintiffs' Lead Counsel for attorneys' fees and expenses, or on fee applications by Counsel for Canadian Plaintiffs.

2. Payment from Settlement Fund: Any attorneys' fees and litigation expenses awarded by the MDL Court to Plaintiffs' Lead Counsel in connection with Final Approval of this settlement shall be paid out of the Settlement Fund to Plaintiffs' Lead Counsel for distribution to additional plaintiffs' counsel at their sole discretion, and counsel fees awarded by the Canadian Courts will similarly be paid out of the Settlement Fund, with the exception of the Ontario Action Costs.

3. Ontario Action Costs: Subject to the approval of the MDL Court and Canadian Courts, Defendants will pay the Ontario Action Costs to Counsel for Canadian Plaintiffs, which shall not form part of, or be paid from, the Settlement Fund.

4. Timing of Payment: Any attorneys' fees and litigation expenses awarded in connection with Final Approval of the Settlement Agreement by the MDL Court or Canadian Courts shall be paid by the Escrow Agent out of the Settlement Fund within five (5) business days of the Effective Date. Defendants shall pay the Ontario Action Costs within five (5) business days of the Effective Date.

D. Press Releases and Other Disclosures

If any Party or counsel for a party wishes to issue a press release upon execution of this Settlement Agreement, or Preliminary Approval or Final Approval of the Settlement contemplated by this Settlement Agreement, that Party or counsel shall share a draft of the press release with Plaintiffs' Lead Counsel, Counsel for Canadian Plaintiffs, Defendants' Liaison Counsel, and Counsel for Canadian Defendants with sufficient time for their review and to provide comments on it prior to its release. This provision does not apply to any disclosures or statements any Party or their counsel may put on their website, or may be required to make pursuant to law or regulation (including, without limitation, any legal or regulatory obligation under applicable securities laws to make timely public filing of this Settlement Agreement) and nothing in this paragraph shall limit or restrict the right of such Party to make such disclosures or statements as required.

E. Right to Rescind the Settlement Agreement

Defendants' willingness to settle the Pet Food Recall Litigation on a class-action basis and not to contest the accompanying certification of a Settlement Class is dependant upon achieving finality in the Pet Food Recall Litigation and the desire to avoid the expense of this and other related litigation. Consequently, each Defendant has the unilateral right, on its own behalf and not on behalf of any other Defendant, to terminate this Settlement Agreement, declare it null and void as to that Defendant, and have no further obligations under this Settlement Agreement by delivering a written notice of termination to all other Parties if any of the following conditions subsequent occurs:

1. The Parties fail to obtain and maintain Preliminary Approval of the proposed settlement;
2. Any Court fails to enter a Final Approval Order and Judgment consistent with

the provisions in Section VII; or

3. The settlement is not upheld on appeal, including review by any appellate court in the United States or Canada.

The termination of the Settlement Agreement pursuant to this Section, by one or more of the Defendants, shall not increase any remaining Defendant's obligations under any Section of this Settlement Agreement.

The failure of the MDL Court, the Canadian Courts or any appellate court to approve in full the request by Plaintiffs' Lead Counsel or Counsel for the Canadian Plaintiffs for attorneys' fees, costs, and other expenses (including payment of the Ontario Action Costs) shall not be grounds for the Plaintiffs' Lead Counsel, Counsel for Canadian Plaintiffs, or the Settlement Classes to cancel or terminate this Settlement Agreement.

If the Settlement Agreement is not granted Final Approval in the MDL Court and Canadian Courts, is not upheld on appeal, or is otherwise terminated for any reason before the Effective Date, the Settlement Class shall be decertified; the Settlement Agreement and all negotiations, proceedings, and documents prepared, and statements made in connection therewith, shall be without prejudice to any Party or Released Entity and shall not be deemed or construed to be an admission or confession by any Party or Released Entity of any fact, matter, or proposition of law; and all Parties and Released Entities shall stand in the same procedural position as if the Settlement Agreement had not been negotiated, made, or filed with the Court, including but not limited to reservation of defenses including improper service and lack of personal jurisdiction.

F. Binding Effect

Once Final Approval is granted by the MDL Court and the Canadian Courts, this Settlement Agreement shall be binding upon and inure to the benefit of the Parties, including

each Settlement Class Member and their successors and assigns.

G. Choice of Law

Claims for breach of this Settlement Agreement shall be governed by and interpreted according to the substantive law of the State of New Jersey without regard to choice of law principles.

H. Execution of Counterparts

The signatories may execute this Settlement Agreement in counterparts, each of which shall be deemed an original.

I. Entire Agreement; Amendment

1. Entire Agreement

This Settlement Agreement, with its Exhibits, constitutes the entire and complete agreement among the Parties and supersedes all prior agreements, documents and understanding of the Parties related to the subject matter of this Settlement Agreement, including the Resolution Term Sheet. This Agreement shall not be modified in any respect except by writing executed by Defendants' Liaison Counsel, Plaintiffs' Lead Counsel and Counsel for Canadian Plaintiffs.

2. Amendment

This Agreement may be amended or modified only as provided by a written instrument executed by Defendants' Liaison Counsel, Plaintiffs' Lead Counsel, Counsel for the Canadian Plaintiffs and approved by the MDL Court and Canadian Courts, as applicable.

I. Continuing Jurisdiction and Exclusive Venue

1. Continuing Jurisdiction:

a. Matters in the United States

Except as otherwise provided in this Agreement, each of the Parties, including each

member of the Settlement Class, and Releasing Parties that are otherwise subject to the jurisdiction of a United States court hereby irrevocably submits to the exclusive jurisdiction and venue of the United States District Court for the District of New Jersey for any suit, action, proceeding, case, controversy, or dispute arising in the United States and relating to this Agreement and/or Exhibits hereto and negotiation, performance, or breach of same.

b. Matters in Canada:

Except as otherwise provided in this Agreement, each of the Parties, including each member of the Settlement Class, and the Releasing Parties that are otherwise subject to the jurisdiction of a Canadian court hereby irrevocably submits to the jurisdiction and venue of the Canadian Courts as applicable for any suit, action, proceeding, case, controversy, or dispute arising in Canada and relating to this Agreement and/or Exhibits hereto and negotiation, performance, or breach of same.

2. Parties Shall Not Contest Jurisdiction

In the event of a case, controversy, or dispute arising out of the negotiation of, approval of, performance of, or breach of this Agreement, and solely for purposes for such suit, action, or proceeding, to the fullest extent that they may effectively do so under applicable law, (i) the Parties and Releasing Parties that are otherwise subject to the jurisdiction of a United States court 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 United States District Court for the District of New Jersey for disputes arising in the United States or (ii) the Parties and Releasing Parties that are otherwise subject to the jurisdiction of a Canadian court 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 appropriate court in Canada for disputes arising in Canada, or that such Court is in any way an improper venue or an

inconvenient forum.

J. Notices

Any notice as to this Settlement Agreement shall be sent by First Class mail to counsel for the Parties at the addresses listed below.

United States Plaintiffs	Canadian Plaintiffs
Kenneth A. Wexler WEXLER TORISEVA WALLACE LLP 55 West Monroe Street, Suite 3300 Chicago, IL 60603 and Sherrie R. Savett BERGER & MONTAGUE, P.C. 1622 Locust Street Philadelphia, PA 19103	Ward Branch Luciana P. Brasil BRANCH MACMASTER 1410 – 777 Hornby Street Vancouver, B.C. V6Z 1S4

<p>Menu Foods Acquisition Inc.; Menu Foods Corporation; Menu Foods Finance (Poland) Sp. Zo. o.; Menu Foods GenPar Limited; Menu Foods Holdings, Inc.; Menu Foods Income Fund; Menu Foods Limited; Menu Foods Limited Partnership; Menu Foods Midwest Corporation; Menu Foods Operating Limited Partnership; Menu Foods South Dakota, Inc.; Menu Foods, Inc.; Menu Foods Operating Trust; Menu Foods Investments Ltd.; Menu Foods Spain Holding, S.L.; 1446431 Ontario Limited; 1446432 Ontario Limited; 3036241 Nova Scotia Company; and Retex Management Associates Limited</p> <p>Amy W. Schulman, Esq. DLA PIPER US LLP 1251 Avenue of the Americas New York, New York 10020</p> <p>and</p> <p>Peter Howard STIKEMAN ELLIOTT LLP 5300 Commerce Court West 199 Bay Street Toronto, ON, M5L 1B9</p>	<p>Nestlé Purina PetCare Company</p> <p>Craig A. Hoover, Esq. HOGAN & HARTSON LLP Columbia Square 555 Thirteenth Street, NW Washington, D.C. 20004-1109</p>
<p>The Iams Company</p> <p>Wm. Stanley Morton General Counsel The Iams Company, d.b.a P&G Pet Care 7250 Poe Ave Dayton, Ohio 45414-5801</p> <p>and</p> <p>D. Jeffrey Ireland, Esq. FARUKI, IRELAND & COX, P.L.L. 500 Courthouse Plaza, S.W. 10 North Ludlow Street Dayton, OH 45402</p>	<p>Del Monte Foods Co.</p> <p>Richard Fama, Esq. COZEN O’CONNOR 45 Broadway, 16th Floor New York, NY 10006</p>

<p>Mars, Incorporated; Nutro Products, Inc.; Royal Canin Canada Company; Royal Canin U.S.A., Inc.</p> <p>General Counsel Mars, Incorporated 6885 Elm Street McLean, VA 22101 Attention: General Counsel North America</p>	<p>ChemNutra, Inc. and ChemNutra LLC</p> <p>Anthony G. Brazil, Esq. MORRIS POLICH & PURDY 1055 W. 7th Street Los Angeles, CA 90017</p>
<p>PETCO Animal Supplies, Inc.; PETCO Animal Supplies Stores, Inc.; PetSmart, Inc.; and PetSmart Charities, Inc.; Target Corp.; Wal-Mart Stores, Inc.; Wal-Mart, Inc.; Sobeys Inc.; and Jace Holdings</p> <p>Mark C. Goodman, Esq. SQUIRE, SANDERS & DEMPSEY L.L.P. One Maritime Plaza, Suite 300 San Francisco, CA 94111-3492</p>	<p>Wal-Mart Canada Corp; PETM Canada Corporation; PetSmart Charities of Canada, Inc.; Costco Wholesale Corporation; Costco Wholesale Canada, Ltd.; Pet Valu Canada, Inc.; and Pet Valu, Inc.</p> <p>Dana M. Peebles MCCARTHY TÉTRAULT LLP Box 48, Suite 5300 66 Wellington Street West Toronto-Dominion Bank Tower Toronto, Ontario, Canada M5K 1E6</p>
<p>Hill's Pet Nutrition, Inc.</p> <p>James D. Arden SIDLEY AUSTIN LLP 787 Seventh Avenue New York, New York 10019</p>	<p>Loblaw Companies Limited; and Loblaws, Inc.</p> <p>Robert Clayton GENEST MURRAY LLP Barristers and Solicitors 130 Adelaide Street West Suite 700 Toronto, ON M5H 4C1</p>
<p>The Scoular Company</p> <p>The Scoular Company 250 Marquette Avenue - Suite 1050 Minneapolis, MN 55401 Attn: General Counsel</p>	<p>Wilbur-Ellis Company</p> <p>David Granoff General Counsel Wilbur-Ellis Company 345 California Street, 27th Floor San Francisco, CA 94104</p>

<p>Kroger Co.; and Kroger Supermarkets, Inc.</p> <p>Jim Reuss LANE, ALTON & HORST, LLC Two Miranova Place Suite 500 Columbus OH 43215-7052</p>	<p>Alexander R. Aird, Eric A. Demirian, Thomas A. Di Giacomo, Robert W. Luba, Serge K. Darkazanli</p> <p>David W. Kent MCMILLAN BINCH MENDELSON Brookfield Place, Suite 4400 Bay Wellington Tower 181 Bay Street Toronto, Ontario Canada M5J 2T3</p>
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K. Authority

Each of the undersigned attorneys for Plaintiffs represents that he or she is fully authorized to enter into the terms and conditions of, and to execute, this Settlement Agreement. Each of the undersigned shall use his or her reasonable efforts to effectuate this Settlement Agreement.

L. Communication with Customers, Business Contacts, and Members of the Public

Defendants reserve the right to communicate with their customers, business contacts, and members of the public in the ordinary course of business without need to submit the communications to the procedure provided in Section VII.D above.

M. Headings for Convenience Only

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

N. No Party is the Drafter

None of the Parties to this Settlement Agreement shall be considered to be the primary drafter of this Settlement Agreement or any provision hereof for the purpose of any rule of interpretation or construction that might cause any provision to be construed against the drafter.

O. Computation of Time

In computing any period of time prescribed or allowed by this Settlement Agreement, the provisions of United States Federal Rule of Civil Procedure 6 shall govern.

O. Cooperation

Class Representatives, Plaintiffs’ Lead Counsel, Counsel for Canadian Plaintiffs, and the Defendants agree to move that the MDL Court and Canadian Courts enter an order to the effect that should any Person desire any discovery incident to (or which the person contends is necessary to) the approval of this Agreement, the person must first obtain an order from the applicable Court that permits such discovery.

P. Signatures

The signatories to this Settlement Agreement may execute it in counterparts, each of which shall be deemed an original. Signatures may be provided via facsimile or in portable document format (“PDF”).

<p>Plaintiffs’ Lead Counsel</p> <hr/> <p>Kenneth A. Wexler Mark J. Tamblyn WEXLER TORISEVA WALLACE LLP 55 West Monroe Street, Suite 3300 Chicago, Illinois 60603</p>	<p>Plaintiffs’ Lead Counsel</p> <hr/> <p>Sherrie R. Savett Russell D. Paul BERGER & MONTAGUE, P.C. 1622 Locust Street Philadelphia, Pennsylvania 19103</p>
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O. Computation of Time

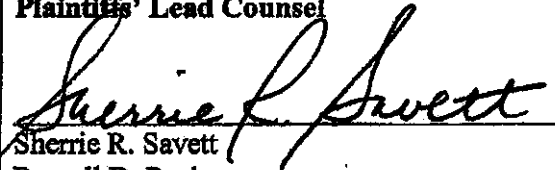
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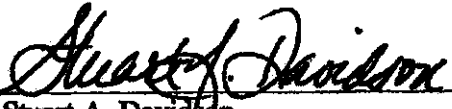
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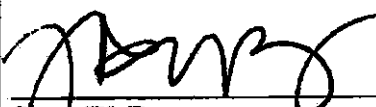
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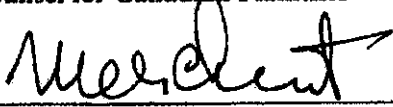
<p>Plaintiffs' Lead Counsel</p>  <hr/> <p>William M. Audet AUDET & PARTNERS LLP 221 Main Street, Suite 1460 San Francisco, California 94105</p>	<p>Plaintiffs' Lead Counsel</p> <hr/> <p>Scott A. Kamber Jay Edelson KAMBEREDELSON, LLC 11 Broadway, 22nd Floor New York, New York 10004</p>
<p>Plaintiffs' Lead Counsel</p> <hr/> <p>Stuart A. Davidson COUGHLIN STOIA GELLER RUDMAN & ROBBINS LLP 120 E. Palmetto Park Road, Suite 500 Boca Raton, Florida 33432</p>	<p>Plaintiffs' Lead Counsel</p> <hr/> <p>Steve W. Berman Jeniphr Breckenridge HAGENS BERMAN SOBOL SHAPIRO LLP 1301 Fifth Avenue, Suite 2900 Seattle, Washington 98101</p>
<p>Counsel for Canadian Plaintiffs</p> <hr/> <p>Ward Branch Luciana P. Brasil BRANCH MACMASTER 1410 – 777 Hornby Street Vancouver, B.C. V6Z 1S4</p>	<p>Counsel for Canadian Plaintiffs</p> <hr/> <p>Tony Merchant, Q.C. MERCHANT LAW GROUP LLP Saskatchewan Drive Plaza 2401 Saskatchewan Drive Regina, Canada S4P 4H8</p>
<p>Counsel for Canadian Plaintiffs</p> <hr/> <p>Andrew Bond DOCKEN & COMPANY 900, 800-6th Ave. SW Calgary, Alberta Canada, T2P 3G3</p>	<p>Counsel for Canadian Plaintiffs</p> <hr/> <p>Harvey Pollock POLLOCK & COMPANY 1120-363 Broadway Winnipeg, MB R3C 3N9</p>


<p>Plaintiffs' Lead Counsel</p> <hr/> <p>William M. Audet AUDET & PARTNERS LLP 221 Main Street, Suite 1460 San Francisco, California</p>	<p>Plaintiffs' Lead Counsel</p>  <hr/> <p>Scott A. Kamber Jay Edelson KAMBEREDELSON, LLC 11 Broadway, 22nd Floor New York, New York 10004</p>
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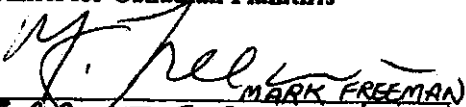
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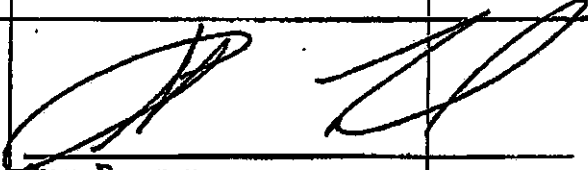


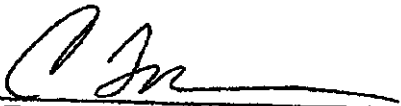
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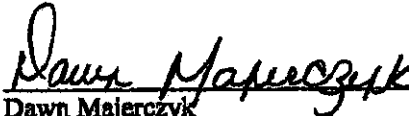
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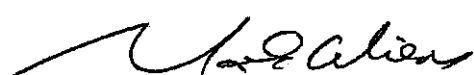
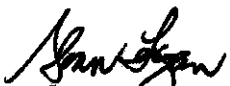

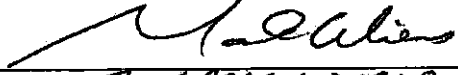
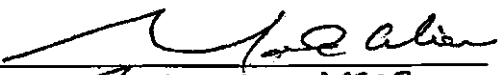

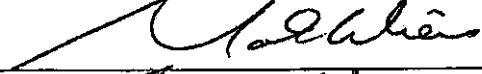
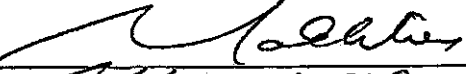

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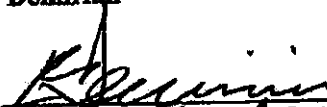
Vicki Joel	Sharon Lynn Martin
Karen Harder	Barb Silva
Georgette Fillmore	Glenn M. Esau
<i>Jackie Doucette</i> Jackie Doucette	Amanda Whiting
Gillian Alexander	Dina Des Roches
Hayley Boam	Robert Millette
Diana Krstic	Debbie Mullen

<hr/> Karen Dayman	<hr/> Chantal Des Coteaux
<hr/> Kate Ibbetson	<hr/> Angela Kaye

<p>Menu Foods Acquisition Inc.</p> <p>By <u></u> Name <u>MARK WIENS</u> Title <u>EVP & CFO</u> Date <u>MAY 20, 2008</u></p>	<p>Menu Foods Corporation</p> <p>By <u></u> Name <u>MARK WIENS</u> Title <u>EVP & CFO</u> Date <u>MAY 20, 2008</u></p>
<p>Menu Foods Finance (Poland) Sp. Zo. o.</p> <p>By <u></u> Name <u>GLENN FAGAN</u> Title <u>DIRECTOR</u> Date <u>MAY 20, 2008</u></p>	<p>Menu Foods GenPar Limited</p> <p>By <u></u> Name <u>MARK WIENS</u> Title <u>EVP & CFO</u> Date <u>MAY 20, 2008</u></p>
<p>Menu Foods Holdings, Inc.</p> <p>By <u></u> Name <u>MARK WIENS</u> Title <u>EVP & CFO</u> Date <u>MAY 20, 2008</u></p>	<p>Menu Foods Income Fund</p> <p>By <u></u> Name <u>MARK WIENS</u> Title <u>EVP & CFO</u> Date <u>MAY 20, 2008</u></p>
<p>Menu Foods Limited</p> <p>By <u></u> Name <u>MARK WIENS</u> Title <u>EVP & CFO</u> Date <u>MAY 20, 2008</u></p>	<p>Menu Foods Limited Partnership</p> <p>By <u></u> Name <u>MARK WIENS</u> Title <u>EVP & CFO</u> Date <u>MAY 20, 2008</u></p>
<p>Menu Foods Midwest Corporation</p> <p>By <u></u> Name <u>MARK WIENS</u> Title <u>EVP & CFO</u> Date <u>MAY 20, 2008</u></p>	<p>Menu Foods Operating Limited Partnership</p> <p>By <u></u> Name <u>MARK WIENS</u> Title <u>EVP & CFO</u> Date <u>MAY 20, 2008</u></p>

<p>Menu Foods South Dakota, Inc.</p> <p>By <u>[Signature]</u> Name <u>MARK WISS</u> Title <u>VP & CFO</u> Date <u>MAY 20, 2008</u></p>	<p>Menu Foods, Inc.</p> <p>By <u>[Signature]</u> Name <u>MARK WISS</u> Title <u>VP & CFO</u> Date <u>MAY 20, 2008</u></p>
<p>Menu Foods Operating Trust</p> <p>By <u>[Signature]</u> Name <u>MARK WISS</u> Title <u>VP & CFO</u> Date <u>MAY 20, 2008</u></p>	
<p>Menu Foods Investments Ltd.</p> <p>By <u>[Signature]</u> Name <u>MARK WISS</u> Title <u>VP & CFO</u> Date <u>MAY 20, 2008</u></p>	<p>Menu Foods Spain Holding, S.L.</p> <p>By <u>[Signature]</u> Name <u>GLENN FAGAN</u> Title <u>DIRECTOR</u> Date <u>MAY 20, 2008</u></p>
<p>1446431 Ontario Limited</p> <p>By <u>[Signature]</u> Name <u>MARK WISS</u> Title <u>VP & CFO</u> Date <u>MAY 20, 2008</u></p>	<p>1446432 Ontario Limited</p> <p>By <u>[Signature]</u> Name <u>MARK WISS</u> Title <u>VP & CFO</u> Date <u>MAY 20, 2008</u></p>
<p>3036241 Nova Scotia Company</p> <p>By <u>[Signature]</u> Name <u>MARK WISS</u> Title <u>VP & CFO</u> Date <u>MAY 20, 2008</u></p>	<p>Retex Management Associates Limited</p> <p>By <u>[Signature]</u> Name <u>MARK WISS</u> Title <u>VP & CFO</u> Date <u>MAY 20, 2008</u></p>

<p>Alexander R. Aird</p> <p>By: <u>[Signature]</u> Name: <u>Alexander R. Aird</u> Title: <u>TRUSTEE</u> Date: <u>21 MAY 2008</u></p>	<p>Eric A. Demirian</p> <p>By: _____ Name: _____ Title: _____ Date: _____</p>
<p>Thomas A. Di Giacomo</p> <p>By: _____ Name: _____ Title: _____ Date: _____</p>	<p>Robert W. Luba</p> <p>By: _____ Name: _____ Title: _____ Date: _____</p>
<p>Serge K. Darkaranki</p> <p>By: _____ Name: _____ Title: _____ Date: _____</p>	<p>Nestlé Purina PetCare Company</p> <p>By: _____ Name: _____ Title: _____ Date: _____</p>
<p>The Iams Company</p> <p>By: _____ Name: _____ Title: _____ Date: _____</p>	<p>Hill's Pet Nutrition, Inc.</p> <p>By: _____ Name: _____ Title: _____ Date: _____</p>
<p>Nutro Products, Inc.</p> <p>By: _____ Name: _____ Title: _____ Date: _____</p>	<p>Del Monte Foods, Co.</p> <p>By: _____ Name: _____ Title: _____ Date: _____</p>

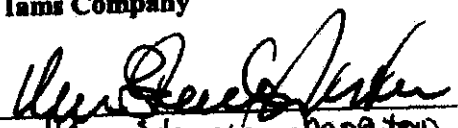
Alexander R. Aird By _____ Name _____ Title _____ Date _____	Eric A. Demirian By  Name <u>ERIC A. DEMIRIAN</u> Title <u>TRUSTEE</u> Date <u>MAY 21, 2008</u>
Thomas A. Di Giacomo By _____ Name _____ Title _____ Date _____	Robert W. Luba By _____ Name _____ Title _____ Date _____
Serge K. Darkazanli By _____ Name _____ Title _____ Date _____	Nestlé Purina PetCare Company By _____ Name _____ Title _____ Date _____
The Iams Company By _____ Name _____ Title _____ Date _____	Hill's Pet Nutrition, Inc. By _____ Name _____ Title _____ Date _____
Nutro Products, Inc. By _____ Name _____ Title _____ Date _____	Del Monte Foods, Co. By _____ Name _____ Title _____ Date _____

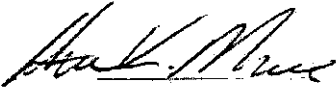
Alexander R. Aird By _____ Name _____ Title _____ Date _____	Eric A. Demirian By _____ Name _____ Title _____ Date _____
Thomas A. Di Giacomo By <u><i>T.A. Di Giacomo</i></u> Name <u><i>THOMAS A. DIGIACOMO</i></u> Title _____ Date <u><i>May 21-2008</i></u>	Robert W. Luba By _____ Name _____ Title _____ Date _____
Serge K. Darkazani By _____ Name _____ Title _____ Date _____	Nestlé Purina PetCare Company By _____ Name _____ Title _____ Date _____
The Iams Company By _____ Name _____ Title _____ Date _____	Hill's Pet Nutrition, Inc. By _____ Name _____ Title _____ Date _____
Nutro Products, Inc. By _____ Name _____ Title _____ Date _____	Del Monte Foods, Co. By _____ Name _____ Title _____ Date _____

Alexander R. Aird By _____ Name _____ Title _____ Date _____	Eric A. Demirian By _____ Name _____ Title _____ Date _____
Thomas A. Di Giacomo By _____ Name _____ Title _____ Date _____	Robert W. Luba By <u>R W Luba</u> Name <u>R W LUBA</u> Title _____ Date <u>May 2008</u>
Serge K. Darkazanli By _____ Name _____ Title _____ Date _____	Nestlé Purina PetCare Company By _____ Name _____ Title _____ Date _____
The Iams Company By _____ Name _____ Title _____ Date _____	Hill's Pet Nutrition, Inc. By _____ Name _____ Title _____ Date _____
Nutro Products, Inc. By _____ Name _____ Title _____ Date _____	Del Monte Foods, Co. By _____ Name _____ Title _____ Date _____

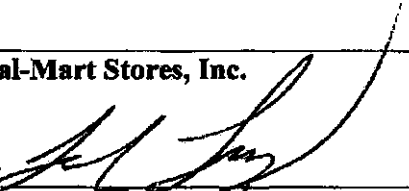
Alexander R. Aird By _____ Name _____ Title _____ Date _____	Eric A. Demirian By _____ Name _____ Title _____ Date _____
Thomas A. Di Giacomo By _____ Name _____ Title _____ Date _____	Robert W. Luba By _____ Name _____ Title _____ Date _____
Serge K. Darkazauli By <u>S.K. Darkazauli</u> Name <u>Serge K. Darkazauli</u> Title <u>Trustee</u> Date <u>May 20th 2008</u>	Nestlé Purina PetCare Company By _____ Name _____ Title _____ Date _____
The Iams Company By _____ Name _____ Title _____ Date _____	Hill's Pet Nutrition, Inc. By _____ Name _____ Title _____ Date _____
Nutro Products, Inc. By _____ Name _____ Title _____ Date _____	Del Monte Foods, Co. By _____ Name _____ Title _____ Date _____

<p>By _____ Name _____ Title _____ Date _____</p>	<p>By _____ Name _____ Title _____ Date _____</p>
<p>Alexander R. Aird</p> <p>By _____ Name _____ Title _____ Date _____</p>	<p>Eric A. Demirian</p> <p>By _____ Name _____ Title _____ Date _____</p>
<p>Thomas A. Di Giacomo</p> <p>By _____ Name _____ Title _____ Date _____</p>	<p>Robert W. Luba</p> <p>By _____ Name _____ Title _____ Date _____</p>
<p>Serge K. Darkazanli</p> <p>By _____ Name _____ Title _____ Date _____</p>	<p>Nestlé Purina PetCare Company</p> <p>By <u>Susan M. Denigan</u> Name <u>SUSAN M DENIGAN</u> Title <u>Vice President + Gen. Counsel</u> Date <u>5-21-08</u></p>
<p>The Iams Company</p> <p>By _____ Name _____ Title _____ Date _____</p>	<p>Hill's Pet Nutrition, Inc.</p> <p>By _____ Name _____ Title _____ Date _____</p>

Alexander R. Aird By _____ Name _____ Title _____ Date _____	Eric A. Demirian By _____ Name _____ Title _____ Date _____
Thomas A. Di Giacomo By _____ Name _____ Title _____ Date _____	Robert W. Luba By _____ Name _____ Title _____ Date _____
Serge K. Darkazanli By _____ Name _____ Title _____ Date _____	Nestlé Purina PetCare Company By _____ Name _____ Title _____ Date _____
The Iams Company By <u></u> Name <u>Stanley Moctaw</u> Title <u>General Counsel</u> Date <u>21 May 2008</u>	Hill's Pet Nutrition, Inc. By _____ Name _____ Title _____ Date _____
Nutro Products, Inc. By _____ Name _____ Title _____ Date _____	Del Monte Foods, Co. By _____ Name _____ Title _____ Date _____

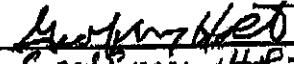

By _____ Name _____ Title _____ Date _____	By _____ Name _____ Title _____ Date _____
Alexander R. Aird By _____ Name _____ Title _____ Date _____	Eric A. Demirian By _____ Name _____ Title _____ Date _____
Thomas A. Di Giacomo By _____ Name _____ Title _____ Date _____	Robert W. Luba By _____ Name _____ Title _____ Date _____
Serge K. Darkazanli By _____ Name _____ Title _____ Date _____	Nestlé Purina PetCare Company By _____ Name _____ Title _____ Date _____
The Iams Company By _____ Name _____ Title _____ Date _____	Hill's Pet Nutrition, Inc. By  Name <u>Steven K. Morse</u> Title <u>VP & Asst. Secretary</u> Date <u>5/21/2008</u>

Nutro Products, Inc. By <u>EW O. M</u> Name <u>Ellen O. Kollar</u> Title <u>General Counsel North America</u> Date <u>May 21, 2008</u>	Del Monte Foods, Co. By _____ Name _____ Title _____ Date _____
Mars, Incorporated By <u>EW O. M</u> Name <u>Ellen O. Kollar</u> Title <u>General Counsel North America</u> Date <u>May 21, 2008</u>	Royal Canin Canada Company By <u>[Signature]</u> Name <u>JC FLATIN</u> Title <u>DIRECTOR</u> Date <u>21 MAY 2008</u>
Wal-Mart Canada Corp. By _____ Name _____ Title _____ Date _____	Royal Canin U.S.A., Inc. By <u>[Signature]</u> Name <u>J. FLATIN</u> Title <u>DIRECTOR</u> Date <u>21 MAY 2008</u>
Wal-Mart Stores, Inc. By _____ Name _____ Title _____ Date _____	PETCO Animal Supplies, Inc. By _____ Name _____ Title _____ Date _____
PETM Canada Corporation, By _____ Name _____ Title _____ Date _____	PETCO Animal Supplies Stores, Inc. By _____ Name _____ Title _____ Date _____
PetSmart, Inc.	PetSmart Charities of Canada, Inc.

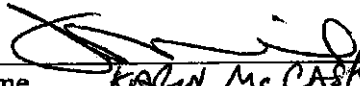
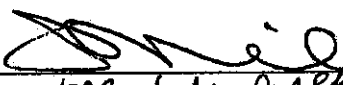
<p>Mars, Incorporated</p> <p>By _____ Name _____ Title _____ Date _____</p>	<p>Royal Canin Canada Company</p> <p>By _____ Name _____ Title _____ Date _____</p>
<p>Wal-Mart Canada Corp.</p> <p>By _____ Name _____ Title _____ Date _____</p>	<p>Royal Canin U.S.A., Inc.</p> <p>By _____ Name _____ Title _____ Date _____</p>
<p>Wal-Mart Stores, Inc.</p> <p>By  Name <u>Joe Lamp</u> Title <u>Exec Gen (corp.)</u> Date <u>5-20-07</u></p>	<p>PETCO Animal Supplies, Inc.</p> <p>By _____ Name _____ Title _____ Date _____</p>
<p>PETM Canada Corporation,</p> <p>By _____ Name _____ Title _____ Date _____</p>	<p>PETCO Animal Supplies Stores, Inc.</p> <p>By _____ Name _____ Title _____ Date _____</p>
<p>PetSmart, Inc.</p> <p>By _____ Name _____ Title _____ Date _____</p>	<p>PetSmart Charities of Canada, Inc.</p> <p>By _____ Name _____ Title _____ Date _____</p>

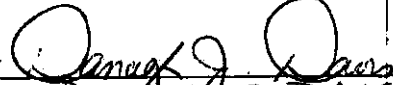
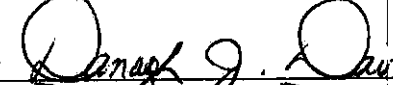
Mars, Incorporated By _____ Name _____ Title _____ Date _____	Royal Canin Canada Company By _____ Name _____ Title _____ Date _____
Wal-Mart Canada Corp. By _____ Name _____ Title _____ Date _____	Royal Canin U.S.A., Inc. By _____ Name _____ Title _____ Date _____
Wal-Mart Stores, Inc. By _____ Name _____ Title _____ Date _____	PETCO Animal Supplies, Inc. By _____ Name _____ Title _____ Date _____
PETM Canada Corporation, By <u>J. Dale Brunk</u> Name <u>J. Dale Brunk</u> Title <u>Vice President / Assistant Secretary</u> Date _____	PETCO Animal Supplies Stores, Inc. By _____ Name _____ Title _____ Date _____
PetSmart, Inc. By <u>J. Dale Brunk</u> Name <u>J. Dale Brunk</u> Title <u>Vice President / Assistant Secretary</u> Date _____	PetSmart Charities of Canada, Inc. By <u>J. Dale Brunk</u> Name <u>J. Dale Brunk</u> Title <u>Corporate Secretary</u> Date _____

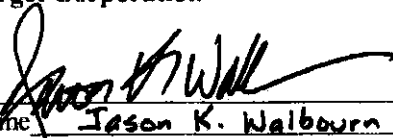
<p>Pet Valu, Inc.</p> <p>By _____ Name _____ Title _____ Date _____</p>	<p>PetSmart Charities, Inc.</p> <p>By _____ Name _____ Title _____ Date _____</p>
<p>Pet Valu Canada Inc.</p> <p>By _____ Name _____ Title _____ Date _____</p>	<p>Jace Holdings</p> <p>By _____ Name _____ Title _____ Date _____</p>
<p>Sobeys Inc.</p> <p>By _____ Name _____ Title _____ Date _____</p>	<p>TR Kroger Co.</p> <p>By <u>Martha Cutright Sarra</u> Name <u>Martha Cutright Sarra</u> Title <u>Senior Counsel & Assistant Secretary</u> Date <u>5-22-08</u></p>
<p>Costco Wholesale Corporation</p> <p>By _____ Name _____ Title _____ Date _____</p>	<p>Kroger Supermarkets, Inc.</p> <p>By _____ Name _____ Title _____ Date _____</p>
<p>Costco Wholesale Canada Ltd</p> <p>By _____ Name _____ Title _____ Date _____</p>	<p>Loblaw Inc.</p> <p>By _____ Name _____ Title _____ Date _____</p>

By _____ Name _____ Title _____ Date _____	By _____ Name _____ Title _____ Date _____
Pet Valu, Inc. By <u></u> Name <u>Geoffrey Holt</u> Title <u>President</u> Date <u>May 21/08</u>	PetSmart Charities, Inc. By _____ Name _____ Title _____ Date _____
Pet Valu Canada Inc. By <u></u> Name <u>Ed Casey</u> Title <u>President</u> Date <u>May 21 2008</u>	Jace Holdings By _____ Name _____ Title _____ Date _____
Sobeys Inc. By _____ Name _____ Title _____ Date _____	Kroger Co. By _____ Name _____ Title _____ Date _____
Costco Wholesale Corporation By _____ Name _____ Title _____ Date _____	Kroger Supermarkets, Inc. By _____ Name _____ Title _____ Date _____
Costco Wholesale Canada Ltd By _____	Loblaws Inc. By _____

Pet Valu, Inc. By _____ Name _____ Title _____ Date _____	PetSmart Charities, Inc. By <u>J. Dale Brunk</u> Name <u>J. Dale Brunk</u> Title <u>Corporate Secretary</u> Date _____
Pet Valu Canada Inc. By _____ Name _____ Title _____ Date _____	Jace Holdings By _____ Name _____ Title _____ Date _____
Sobeys Inc. By _____ Name _____ Title _____ Date _____	Kroger Co. By _____ Name _____ Title _____ Date _____
Costco Wholesale Corporation By _____ Name _____ Title _____ Date _____	Kroger Supermarkets, Inc. By _____ Name _____ Title _____ Date _____
Costco Wholesale Canada Ltd By _____ Name _____ Title _____ Date _____	Loblaw Inc. By _____ Name _____ Title _____ Date _____

Pet Valu, Inc. By _____ Name _____ Title _____ Date _____	PetSmart Charities, Inc. By _____ Name _____ Title _____ Date _____
Pet Valu Canada Inc. By _____ Name _____ Title _____ Date _____	Jace Holdings By  Name <u>KALIN McCASKILL</u> Title <u>CORPORATE SECRETARY</u> Date <u>21 May 2008</u>
Sobeys Inc. By  Name <u>KALIN McCASKILL</u> Title <u>V.P. General Counsel</u> Date <u>21 May 2008</u>	Kroger Co. By _____ Name _____ Title _____ Date _____
Costco Wholesale Corporation By _____ Name _____ Title _____ Date _____	Kroger Supermarkets, Inc. By _____ Name _____ Title _____ Date _____
Costco Wholesale Canada Ltd By _____ Name _____ Title _____ Date _____	Loblaw Inc. By _____ Name _____ Title _____ Date _____

<p>Nutro Products, Inc.</p> <p>By _____ Name _____ Title _____ Date _____</p>	<p>Del Monte Foods, Co.</p> <p>By _____ Name _____ Title _____ Date _____</p>
<p>Mars, Incorporated</p> <p>By _____ Name _____ Title _____ Date _____</p>	<p>Royal Canin Canada Company</p> <p>By _____ Name _____ Title _____ Date _____</p>
<p>Wal-Mart Canada Corp.</p> <p>By _____ Name _____ Title _____ Date _____</p>	<p>Royal Canin U.S.A., Inc.</p> <p>By _____ Name _____ Title _____ Date _____</p>
<p>Wal-Mart Stores, Inc.</p> <p>By _____ Name _____ Title _____ Date _____</p>	<p>PETCO Animal Supplies, Inc.</p> <p>By  Name <u>DARRAH J. DAVIS</u> Title <u>VP & General Counsel</u> Date <u>5/21/08</u></p>
<p>PETM Canada Corporation,</p> <p>By _____ Name _____ Title _____ Date _____</p>	<p>PETCO Animal Supplies Stores, Inc.</p> <p>By  Name <u>DARRAH J. DAVIS</u> Title <u>VP & General Counsel</u> Date <u>5/21/08</u></p>

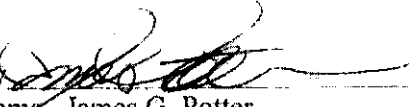
Name _____ Title _____ Date _____	Name _____ Title _____ Date _____
Target Corporation By  Name <u>Jason K. Walburn</u> Title <u>Senior Corporate Counsel</u> Date <u>5-21-08</u>	Loblaw Companies Limited By _____ Name _____ Title _____ Date _____
ChemNutra LLC By _____ Name _____ Title _____ Date _____	The Scoular Company By _____ Name _____ Title _____ Date _____
ChemNutra Inc. By _____ Name _____ Title _____ Date _____	Wilbur-Ellis Company By _____ Name _____ Title _____ Date _____

By _____ Name _____ Title _____ Date _____	By _____ Name _____ Title _____ Date _____
Pet Valu, Inc. By _____ Name _____ Title _____ Date _____	PetSmart Charities, Inc. By _____ Name _____ Title _____ Date _____
Pet Valu Canada Inc. By _____ Name _____ Title _____ Date _____	Jace Holdings By _____ Name _____ Title _____ Date _____
Sobeys Inc. By _____ Name _____ Title _____ Date _____	Kroger Co. By _____ Name _____ Title _____ Date _____
Costco Wholesale Corporation By <u>SSO</u> Name <u>STUART SHAMIS</u> Title <u>Authorized Signing Officer</u> Date <u>May 21, 2008</u>	Kroger Supermarkets, Inc. By _____ Name _____ Title _____ Date _____
Costco Wholesale Canada Ltd By <u>SSO</u>	Loblaws Inc. By _____

Name <u>STUART SHAMIS</u> Title <u>SECRETARY</u> Date <u>May 21, 2008</u>	Name _____ Title _____ Date _____
Target Corporation By _____ Name _____ Title _____ Date _____	Loblaw Companies Limited By _____ Name _____ Title _____ Date _____
ChemNutra LLC By _____ Name _____ Title _____ Date _____	The Scoular Company By _____ Name _____ Title _____ Date _____
ChemNutra Inc. By _____ Name _____ Title _____ Date _____	Wilbur-Ellis Company By _____ Name _____ Title _____ Date _____


By _____ Name _____ Title _____ Date _____	By _____ Name _____ Title _____ Date _____
Pet Valu, Inc. By _____ Name _____ Title _____ Date _____	PetSmart Charities, Inc. By _____ Name _____ Title _____ Date _____
Pet Valu Canada Inc. By _____ Name _____ Title _____ Date _____	Jace Holdings By _____ Name _____ Title _____ Date _____
Sobeys Inc. By _____ Name _____ Title _____ Date _____	Kroger Co. By _____ Name _____ Title _____ Date _____
Costco Wholesale Corporation By _____ Name _____ Title _____ Date _____	Kroger Supermarkets, Inc. By _____ Name _____ Title _____ Date _____
Costco Wholesale Canada Ltd By _____	Loblaws Inc. By <i>Michael Kimber</i>

Name _____ Title _____ Date _____	Name <u>Michael Kimber</u> Title <u>Vice President - Legal Counsel</u> Date <u>May 21 / 08</u>
Target Corporation By _____ Name _____ Title _____ Date _____	Loblaw Companies Limited By <u>Michael Kimber</u> Name <u>Michael Kimber</u> Title <u>Vice President - Legal Counsel</u> Date <u>May 21 / 08</u>
ChemNutra LLC By _____ Name _____ Title _____ Date _____	The Scoular Company By _____ Name _____ Title _____ Date _____
ChemNutra Inc. By _____ Name _____ Title _____ Date _____	Wilbur-Ellis Company By _____ Name _____ Title _____ Date _____

Alexander R. Aird By _____ Name _____ Title _____ Date _____	Eric A. Demirian By _____ Name _____ Title _____ Date _____
Thomas A. Di Giacomo By _____ Name _____ Title _____ Date _____	Robert W. Luba By _____ Name _____ Title _____ Date _____
Serge K. Darkazanli By _____ Name _____ Title _____ Date _____	Nestlé Purina PetCare Company By _____ Name _____ Title _____ Date _____
The Iams Company By _____ Name _____ Title _____ Date _____	Hill's Pet Nutrition, Inc. By _____ Name _____ Title _____ Date _____
Nutro Products, Inc. By _____ Name _____ Title _____ Date _____	Del Monte Foods, Co. By  Name James G. Potter Title SVP Gen Counsel & Secretary Date May 20, 2008

Name _____ Title _____ Date _____	Name _____ Title _____ Date _____
Target Corporation By _____ Name _____ Title _____ Date _____	Loblaw Companies Limited By _____ Name _____ Title _____ Date _____
ChemNutra LLC By <i>SMH</i> Name <i>Stephen S. Miller</i> Title <i>CEO</i> Date <i>5/21/08</i>	The Scoular Company By _____ Name _____ Title _____ Date _____
ChemNutra Inc. By <i>SMH</i> Name <i>Stephen S. Miller</i> Title <i>CEO</i> Date <i>5/21/08</i>	Wilbur-Ellis Company By _____ Name _____ Title _____ Date _____

Target Corporation By _____ Name _____ Title _____ Date _____	Loblaw Companies Limited By _____ Name _____ Title _____ Date _____
ChemNutra LLC By _____ Name _____ Title _____ Date _____	The Scoular Company By <u>Joan C. MacLin</u> Name <u>JOAN C. MACLIN</u> Title <u>SR. VICE PRESIDENT</u> Date <u>MAY 22, 2008</u>
ChemNutra Inc. By _____ Name _____ Title _____ Date _____	Wilbur-Ellis Company By _____ Name _____ Title _____ Date _____

Name _____ Title _____ Date _____	Name _____ Title _____ Date _____
Target Corporation By _____ Name _____ Title _____ Date _____	Loblaw Companies Limited By _____ Name _____ Title _____ Date _____
ChemNutra LLC By _____ Name _____ Title _____ Date _____	The Scoular Company By _____ Name _____ Title _____ Date _____
ChemNutra Inc. By _____ Name _____ Title _____ Date _____	Wilbur-Ellis Company By  Name <u>DAVID ERWIN</u> Title <u>VICE-PRESIDENT</u> Date <u>21 MAY 2008</u>

SCHEDULE 1: CHARITIES

U.S. Charities

Delta Society

North Shore Animal League

Canadian Charities

Quebec – Rescue Quebec

British Columbia - British Columbia Society for the Prevention of Cruelty to Animals

Alberta - Alberta Society for the Prevention of Cruelty to Animals

Saskatchewan - Saskatchewan Society for the Prevention of Cruelty to Animals

Ontario - Ontario Society for the Prevention of Cruelty to Animals

Nova Scotia - The Society for the Prevention of Cruelty to Animals

New Brunswick - The New Brunswick Society for the Prevention of Cruelty to Animals

Newfoundland - The Society for the Prevention of Cruelty to Animals (Newfoundland and Labrador)

Manitoba - D'arcy's Animal Rescue Centre

Prince Edward Island - PEI: Atlantic Veterinary College at the University of Prince Edward Island