

EPDM DISTRIBUTION PROTOCOL

The procedures set forth herein are intended to govern the administration of the settlement funds paid in accordance with the Settlement Agreement with the DSM Defendants. The procedures shall be implemented by the claims administrator, subject to the ongoing authority and supervision of the courts. This Distribution Protocol operates for the benefit of Settlement Class Members (as that term is defined herein) with respect to EPDM or EPDM Products, as defined below:

"**EPDM**" means the synthetic rubber material known as ethylene propylene diene monomer.

"**EPDM Proceedings**" means Ontario Court File No. 45604CP (London), British Columbia Court File SO50982, Vancouver Registry and Quebec Court (District of Quebec) Action No. 200-06-000052-053.

"**EPDM Products**" means products that directly or indirectly contain or are derived from EPDM.

"**Settlement Class Members**" means all persons in Canada who purchased EPDM or EPDM Products in Canada during the period January 1, 1997 to December 31, 2001 (except the defendants, the directors and officers of each defendant, the subsidiaries or affiliates of each defendant, the entities in which each defendant or any of that defendant's subsidiaries or affiliates have a controlling interest and the legal representatives, heirs, successors and assigns of each) who have not validly opted out of the EPDM Proceedings.

1. QUALIFICATION CATEGORIES

1.1 Settlement Class Members shall qualify for benefits under the settlement with the DSM Defendants if they fall into one of four categories:

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| <u>Distributors</u> | - | Settlement Class Members who purchased EPDM in raw form and who resold the EPDM in raw form to a further purchaser |
| <u>Manufacturers</u> | - | Settlement Class Members who purchased EPDM in raw form and manufactured EPDM Products |
| <u>Intermediaries</u> | - | Settlement Class Members who are not Distributors, Manufacturers, or Consumers |
| <u>Consumers</u> | - | Settlement Class Members who purchased EPDM Products for personal consumption or use |

2. SETTLEMENT BENEFITS AVAILABLE TO DISTRIBUTORS AND MANUFACTURERS

2.1 A settlement fund equal to 77.5% of the total Settlement Amount (\$1,356,250) plus any accrued interest less (a) applicable Class Counsel fees, disbursements, and taxes, (b) proportionate costs of notice to the Settlement Class Members, and (c) costs of

administration of the settlement, shall be available to compensate Distributors and Manufacturers.

2.2 Eligibility

Subject to the approval of the claims administrator, a Distributor or Manufacturer shall be eligible for compensation out of the Distributors and Manufacturers settlement fund upon filing a properly completed claim form postmarked before the claim deadline, and upon establishing: (a) that the Distributor purchased EPDM in Canada (excluding purchases from E.I. du Pont Canada Company) between January 1, 1997 and December 31, 2001 or that the Manufacturer purchased EPDM in Canada (excluding purchases from E.I. du Pont Canada Company) between January 1, 1997 and December 31, 2001; and (b) the dollar amount of the EPDM purchased between January 1, 1997 and December 31, 2001.

To be deemed sufficient to establish that a Distributor purchased EPDM in Canada (excluding purchases from E.I. du Pont Canada Company) between January 1, 1997 and December 31, 2001 or that a Manufacturer purchased EPDM in Canada (excluding purchases from E.I. du Pont Canada Company) between January 1, 1997 and December 31, 2001, and to be deemed sufficient to establish the dollar value of the EPDM purchased between January 1, 1997 and December 31, 2001, a "Product Purchase Verification" in one of the following forms must be included with each claim form:

a. Proof of purchase confirming the Distributor purchased EPDM in Canada (excluding purchases from E.I. du Pont Canada Company) between January 1, 1997 and December 31, 2001 or that the Manufacturer purchased EPDM in Canada (excluding purchases from E.I. du Pont Canada Company) between January 1, 1997 and December 31, 2001, and confirmation that compensation in respect of such purchases has not been previously made;

b. Seller's sales records, if available, verifying the sale of EPDM to the Distributor or Manufacturer between January 1, 1997 and December 31, 2001, and confirmation that compensation in respect of such purchases has not been previously made. Subject to the limitations set forth in the Settlement Agreement, where available, such information will be provided directly by the Settling Defendant(s) to Class Counsel. Distributors and Manufacturers for whom such information is available will be advised of the sales information submitted by the Settling Defendants and they will be entitled to rely on such information without taking additional steps to establish their purchases of EPDM in Canada; or

c. If a Distributor or Manufacturer is unable to provide any of the documentation as specified above in paragraphs (a) or (b), or providing that information is impractical, a Distributor or Manufacturer may submit to the claims administrator such other objective verification as may be acceptable to the claims administrator. Such other objective verification must be accompanied by an affidavit from the Distributor or Manufacturer stating that steps taken by the Distributor or Manufacturer to obtain the Product Purchase Verification outlined in subparagraphs (a) and (b) above and the responses, if any, to those steps.

2.3. Entitlement to Compensation

Subject to the provisions of section 2.5 of this Distribution Protocol, Distributors and Manufacturers who satisfy the eligibility requirements outlined in section 2.2 of this Distribution Protocol shall be entitled to compensation to be calculated by the claims administrator in the following manner:

1. A Manufacturer who establishes, to the satisfaction of the claims administrator, that it purchased EPDM in Canada (excluding purchases from E.I. du Pont Canada Company) between January 1, 1997 and December 31, 2001, shall be entitled to the lesser of:

- (i) \$0.06 per dollar spent on EPDM; or
- (ii) a pro-rata share of the Distributors and Manufacturers settlement fund with such share to be based upon the full dollar value of the Manufacturer's established purchases;

2. A Distributor who establishes, to the satisfaction of the claims administrator, that it purchased EPDM in Canada from one or more of the Defendants (excluding purchases from E.I. du Pont Canada Company) between January 1, 1997 and December 31, 2001, shall be entitled to the lesser of:

- (i) \$0.006 per dollar spent on EPDM; or
- (ii) a pro-rata share of the Distributors and Manufacturers settlement fund with such share to be based upon a value equal to 10% of the Distributor's established purchases.

2.4 Class Members who Previously Filed a Claim

Settlement Class Members who previously filed an eligible claim in connection with the earlier Crompton, DDE, Polimeri and Bayer EPDM settlements, need not file a new claim form to be eligible for additional compensation from the settlement with the DSM Defendants unless the Settlement Class Member wishes to claim in respect of additional EPDM purchases.

All previously filed eligible claims will be assessed by the claims administrator in connection with the settlement with the DSM Defendants. However, in no event, will a Settlement Class Member be eligible to receive more than the maximum levels of compensation specified in section 2.3 above collectively from the DSM Defendants', Crompton, DDE, Bayer, and Polimeri settlement agreements.

2.5 Disqualification for Opt Outs and Previously Compensated or Released Claims

A Distributor or Manufacturer who has opted out of the EPDM Proceedings is ineligible for payment.

A Distributor or Manufacturer who has received compensation and/or released claims as against the DSM Defendants, Crompton, DDE, Bayer, and/or Polimeri (aside from any settlement benefits received or release granted as part of the Canadian Crompton, DDE, Polimeri and Bayer EDPM class action settlements) is not eligible for payment in respect of the EPDM purchases in relation to which the Distributor or Manufacturer received compensation and/or released claims.

2.6 Purchases from E.I. du Pont Canada Company

Pursuant to the notice published June 9, 2005 and distributed by mail directly to customers of E.I. du Pont Canada, Canadian companies who purchased EPDM from E.I. du Pont Canada were able to participate in a settlement reached in the related litigation in the United States and such purchases are not eligible for direct compensation under this protocol.

2.7 General Claims Processing Guidelines

Efficiency

The claims administrator shall process all claims in a cost-effective and timely manner.

Technical Difficulties

If during claims processing, the claims administrator finds that technical deficiencies exist in a claimant's claim form, or the Product Purchase Verification, the claims administrator shall notify the claimant of the deficiencies via regular mail and shall allow the claimant thirty (30) days from the date of mailing of such notice to correct any deficiencies. If the deficiencies are not corrected within the thirty (30) day period, the claims administrator shall reject the claim without prejudice to the right of the claimant to resubmit the claim provided the claimant is able to meet the filing deadlines and other requirements set forth in this Distribution Protocol.

Technical deficiencies shall not include missing the deadline for filing the claim form. In no event shall the claims administrator accept claim forms postmarked after the claim deadline.

Notification and Payment of Claims

The claims administrator shall notify via regular mail all claiming Distributors and Manufacturers as to the approval or rejection of their claims under this Distribution Protocol.

The claims administrator shall make arrangements to pay approved claims as expeditiously as possible.

Appeal of Claims

Each claimant shall be granted thirty (30) days from the date notice is sent to it pursuant to section 2.7 of this Distribution Protocol, to appeal the rejection (in whole or in part) of its claim. Such appeal will be on the basis of written submissions, supported only by the documentation originally provided to the claims administrator. Appeals by claimants normally resident in British Columbia shall be determined by the Supreme Court of British Columbia. Appeals by claimants normally resident in Quebec shall be determined by the Quebec Superior Court. Appeals by claimants normally resident in a province or territory other than British Columbia or Quebec shall be determined by the Ontario Superior Court of Justice.

The judgment of the respective court in relation to any appeal from the claims administrator's decision is final and binding and shall not be subject to any further appeal or review whatsoever.

3. SETTLEMENT BENEFITS AVAILABLE TO INTERMEDIARIES AND CONSUMERS

3.1 Recognizing the difficulty of accurately identifying the amount of alleged overcharge, if any, actually borne by any given Intermediary or Consumer, and recognizing the related difficulties in directly compensating Intermediaries and Consumers, compensation for Intermediaries and Consumers will be paid out by the claims administrator through a distribution to organizations which operate for the general benefit of Intermediaries and Consumers.

The compensation available in the settlement fund for these Settlement Class Members shall be equal to 22.5% of the Settlement Amount (\$393,750) plus any accrued interest less (a) applicable Class Counsel fees, disbursements and taxes, and (b) proportionate costs of notice to the Settlement Class Members. If all eligible Distributors and Manufacturers receive the maximum compensation payable to them pursuant to section 2 of this protocol, all remaining monies from the Distributors and Manufacturers settlement fund will be added to the Intermediaries and Consumers settlement fund.

The organizations specified below have been identified as appropriate recipients from the Intermediaries and Consumers settlement fund and will receive funds available to Intermediaries and Consumers in the percentage specified:

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| (b) | AUTO21 | – 35% |
| (c) | Canadian Roofing Contractors' Association | – 15% |
| (d) | London Community Foundation (for the benefit of Community Foundations across Canada other than in Quebec) | – 21.28% |
| (e) | Habitat for Humanity | – 12.76% |
| (f) | Automobile Protection Association | – 5.96% |

- (g) Fonds d'Aide – A percentage equivalent to the amount prescribed by Quebec statute (c. R-2.1, r.3.1)
- (h) Centraide (for the benefit of Quebec) – Half of (10% minus the percentage payable to Fonds d'Aide)
- (i) Option Consommateurs – Half of (10% minus the percentage payable to Fonds d'Aide)