

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS

IN RE POTASH ANTITRUST
LITIGATION (II)

THIS DOCUMENT RELATES TO ALL
INDIRECT PURCHASER ACTIONS

)
) MDL Dkt. No. 1996
)

) No. 1:08-CV-6910
)

) Hon. Ruben Castillo
)

NOTICE OF PROPOSED SETTLEMENTS IN A CLASS ACTION

TO: **ALL PERSONS AND ENTITIES (EXCLUDING GOVERNMENT ENTITIES) WHO PURCHASED POTASH IN THE UNITED STATES INDIRECTLY FOR END-USE AND NOT FOR RESALE FROM ONE OR MORE DEFENDANTS LISTED BELOW BETWEEN JULY 1, 2003 AND JANUARY 30, 2013:**

JSC Uralkali	Agrium, Inc.	Potash Corporation of Saskatchewan Inc.
JSC Silvinit	Agrium U.S., Inc.	PCS Sales (USA), Inc.
JSC Belarusian Potash Company	The Mosaic Company	
BPC Chicago L.L.C.	(n/k/a MOS Holdings Inc.)	
JSC International Potash Company	Mosaic Crop Nutrition, LLC	

A Federal Court authorized this Notice. This is not a solicitation from a lawyer.

PLEASE READ THIS NOTICE CAREFULLY AS YOUR RIGHTS MAY BE AFFECTED.

- Two settlements have been reached in a class action lawsuit involving potash (the "Settlements").
- The lawsuit alleges that the above-identified companies, called Defendants, conspired with other potash producing companies to fix prices for potash. Plaintiffs allege that Defendants agreed to restrict their output or sales and increase the prices they charged for potash they sold.
- The Defendants deny they did anything wrong. They have asserted a number of defenses, but have nevertheless agreed to settle to avoid further expense, inconvenience, and the distraction of burdensome and protracted litigation.
- If you bought potash in the U.S. indirectly from one or more of the Defendants between July 1, 2003 and January 30, 2013, you could be a member of the Settlement Classes (described in Questions 1, 2 and 4).
- Your legal rights will be affected whether you act or you don't act. This Notice includes information on the Settlements and the litigation. Please read the entire Notice carefully.

WHAT ARE MY OPTIONS?	
TAKE NO ACTION	You do not have to take any action now to remain part of the litigation.
SUBMIT A PROOF OF CLAIM	If you wish to make a claim against the Settlement Funds, you will need to file a claim by SEPTEMBER 2, 2013 , in order to receive money from the Settlements. (See Question 8.)
OBJECT	Write to the Court if you do not like either or both Settlements by MAY 22, 2013 . (See Question 16.)
GO TO THE COURT'S HEARING	If you submit an objection, you may also speak about your objection at the hearing on JUNE 12, 2013 . (See Questions 18 and 20.)
EXCLUDE YOURSELF	Exclude yourself from either or both Settlements and/or the continuing litigation by MAY 22, 2013 . (See Question 10.)

The Court in charge of this case has preliminarily approved the Settlements, but still has to decide whether to finally approve both Settlements. If the Court grants final approval of both Settlements, then settlement funds for each of the Settlements (see Question 8) will be established that will be distributed as described below, or as ordered by the Court.

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BASIC INFORMATION

1. What is this lawsuit about?

Certain potash suppliers (“Defendants”) in Canada, the United States, Russia and Belarus were sued by several businesses and individuals (“Plaintiffs”) who allege that Defendants conspired and agreed, in violation of the antitrust laws of the United States, various States’ laws and certain common law doctrines, to restrict the supply and raise or “fix” the prices for potash sold in the United States between July 1, 2003, and the present. The complaint describes how the Defendants and Co-Conspirators allegedly violated the applicable state and federal laws by establishing a global cartel that set artificially high prices for—and restricted the supply of—potash. Defendants deny Plaintiffs’ allegations. The Court has not decided who is right.

The Defendants have agreed to settle the lawsuit in two separate settlements. In the first settlement, Defendants JSC Uralkali and the company formerly known as JSC Silvinit, as well as JSC Belarusian Potash Company, BPC Chicago L.L.C. and JSC International Potash Company (collectively the “Foreign Settling Defendants”) agreed to settle the lawsuit.

In the second settlement, the remaining Defendants—Agrium, Inc., Agrium U.S., Inc., The Mosaic Company (n/k/a MOS Holdings Inc.), Mosaic Crop Nutrition, LLC, Potash Corporation of Saskatchewan Inc., and PCS Sales (USA), Inc. (collectively the “North American Settling Defendants”)—agreed to settle the lawsuit. Collectively, the Foreign Settling Defendants and the North American Settling Defendants are referred to herein as the “Settling Defendants.”

The Settling Defendants deny they have done anything wrong. The Settling Defendants have asserted a number of defenses, but have agreed to settle to avoid further expense, inconvenience, and the distraction of burdensome and protracted litigation.

Multiple lawsuits were consolidated into one lawsuit in the United States District Court for the Northern District of Illinois. The case is called *In re Potash Antitrust Litigation (II)* (sometimes also called *Minn-Chem, Inc. et al. v. Agrium Inc. et al.*), and the Court’s file number is No. 1:08-cv-6910, MDL Dkt. No. 1996.

This Notice and the proposed Settlements it describes refer to the case filed on behalf of people and businesses which purchased potash indirectly for end-use and not for resale from Settling Defendants or their affiliates. There is a separate case involving direct purchasers of potash, and those purchasers are not included in this Settlement.

You could be a member of both the direct purchaser classes and the indirect purchaser classes, and you might qualify to receive payment from both Settlements. It depends on from whom you purchased potash between July 1, 2003 and January 30, 2013. However, you cannot collect twice for the same purchase, so if you make a claim in the direct case, you cannot make a claim for the same purchase in the indirect case. Similarly, if you make a claim in the indirect case, you cannot make a claim for the same purchase in the direct case.

In addition, you could be a member of both the Foreign Settlement Class and the North American Settlement Class. However, you cannot collect twice for the same purchase.

2. Why is this a class action?

In a class action, one or more people or businesses, called class representatives, sue on behalf of themselves and others who have similar claims. All of those who have claims similar to the class representatives are class members, except for those who are excluded or who exclude themselves from the class (see Question 10). In this Indirect Purchaser case, R&M Kennedy Farms Partnership, Robert Briseno, Karin Salomon, Opal Brown, David Baier, Feyh Farms Company, Andrew E. Schwartz, Kevin Gillespie, Emerald View Vineyard, LLC, Ron Helstad, Mary Ellis, Ben Schkade, Bruce Owens, Judy Smith, Brian W. Buttars, Ben DiLorenzo, Marilyn Elizabeth Kay, Frank A. Rizzo, Roger Karrels, Gordon Michaels and Kliebenstein Acres, LLC (including its members Joe Kliebenstein and Thomas Kliebenstein) are the Class Representatives. The Court has certified a Settlement Class for each of the Settlements (see Question 4) and appointed Co-Lead Class Counsel for each Settlement Class.

3. Why is there a Settlement?

There has not yet been a determination of the merits of this case. Class Counsel have investigated the facts and law regarding the Class Representatives' claims and the Settling Defendants' defenses. The parties engaged in lengthy, detailed negotiations to reach the Settlements. The Class Representatives and Class Counsel recommend the Settlements as being in the best interests of the Settlement Class Members.

WHO IS IN THE SETTLEMENTS?

4. How do I know if I am part of the Settlements?

You are included in the Indirect Purchasers' Settlement with the Foreign Settling Defendants (as a "Foreign Settlement Class Member") if you purchased potash in the United States indirectly for end-use from one or more of the Defendants between July 1, 2003 and December 11, 2012, and the purchases were in one or more of the following States: Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Oklahoma, Oregon, Pennsylvania, Puerto Rico, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, and Wyoming (the "Foreign Settlement Class").

You are included in the Indirect Purchasers' Settlement with the North American Settling Defendants (as a "North American Settlement Class Member") if you purchased potash in the United States indirectly for end-use and not for resale from one or more of the Defendants between July 1, 2003 and January 30, 2013 (the "North American Settlement Class"). The Foreign Settlement Class and the North American Settlement Class are collectively referred to as the "Settlement Classes."

An Indirect Purchaser is a person or business who purchased potash for end-use and not for resale through an intermediary such as a distributor, wholesaler, or retailer who is not a named Defendant. A direct purchaser is a person or business who bought potash directly from one or more of the Defendants.

Businesses or individuals may be members of the Settlement Classes, as long as he, she or it made a qualifying purchase of potash.

You are not a member of the Settlement Classes, even if you meet the above criteria, if you are a government entity, one of the Defendants, or one of their parent companies, subsidiaries, affiliates, or employees. You also are not a member of the Settlement Classes if you are one of the judges or justices assigned to hear any aspect of the case, their judicial staff, or members of their immediate families.

5. What is potash?

Potash refers to mineral and chemical salts that contain potassium (chemical symbol K) and a multitude of other elements in various combinations. Potash is mined from naturally occurring ore deposits that were formed when seas and oceans have dried. Many of these potash deposits are covered with several hundred feet of earth. Potash is principally used as an agricultural fertilizer because it is a source of water soluble potassium, which is one of three primary plant nutrients required for plant growth and maturation. Farmers, gardeners, and anyone who uses fertilizers throughout the world use large amounts of potash for root production, to help crops fight disease and enhance crop yields. Minerals composing potash that are naturally occurring include potassium chloride (KCl or muriate of potash (MOP)), potassium-magnesium sulfate (K₂SO₄-MgSO₄ or sulfate of potash magnesia (SOPM)), carbonate of potash (K₂CO₃), or mixed-sodium-potassium nitrate (NaNO₃+KNO₃ or Chilean saltpeter). Potash can also include man-made compounds. Manufactured potash is one of the following: potassium sulfate (K₂SO₄ or sulfate of potash (SOP) or potassium nitrate (KNO₃ or saltpeter)).

6. I'm still not sure if I'm a member of the Settlement Classes.

If you are still not sure whether you are a Foreign Settlement Class Member or a North American Settlement Class Member (or both), you can call 866-778-9623 or visit PotashIndirectSettlement.com.

THE SETTLEMENTS' BENEFITS

7. What do the Settlements provide?

Settlement With Foreign Settling Defendants. The Foreign Settling Defendants have entered into a Settlement with the Plaintiffs which provides for a cash payment of \$2,750,000.00 for the benefit of the Foreign Settlement Class. This money has been put into a Foreign Settlement Fund that will be distributed as described below. This Settlement provided for important cooperation provisions.

Settlement with North American Settling Defendants. The North American Settling Defendants have agreed to pay \$17,500,000.00 for the benefit of the North American Settlement Class. This money will be put into a North American Settlement Fund that will be distributed as described below. The Foreign Settlement Fund and the North American Settlement Fund are collectively referred to as the "Settlement Funds." The two Settlement Agreements can be viewed at PotashIndirectSettlement.com. The Court will be asked to approve each Settlement separately.

8. How do I submit a claim for benefits from the Settlements?

To be eligible to receive a payment if the Court approves either or both Settlements, you must fill out and submit a valid Proof of Claim by **SEPTEMBER 2, 2013**. A Proof of Claim is attached to this Notice and can also be completed and submitted online at PotashIndirectSettlement.com. It must be submitted online or postmarked by **SEPTEMBER 2, 2013**. Read the instructions carefully. To the best of your ability, fill out the form and include all the information the form requests, including your signature. Then either scan the signed form and submit it electronically via the website PotashIndirectSettlement.com or mail it to the Settlement Administrator at

**POTASH INDIRECT PURCHASER LITIGATION
SETTLEMENT ADMINISTRATOR
c/o A.B. DATA, LTD.
P.O. BOX 170500
MILWAUKEE, WI 53217-8091**

Please keep all documentation you have about purchasing potash during the relevant dates for your use in filing or supporting your Proof of Claim, or if issues should arise. Having documentation is important to filing a successful claim.

If the Settlements are approved, members of the Settlement Classes who submit valid Proofs of Claim may be entitled to receive a cash payment. The settlement proceeds will be paid out to members of the Settlement Classes who submit valid claims (subject to review by the Settlement Administrator) pursuant to the terms of the Plan of Allocation, which has been preliminarily approved by the Court. A copy of the Plan of Allocation is attached to this Notice. The Plan of Allocation may be modified by the Court without providing further notice. And the final approval, disapproval or modification of the Plan of Allocation shall not affect final approval of either Settlement.

9. What am I giving up to remain in the Settlement Classes?

If the settlement with the Foreign Settling Defendants becomes final you will give up your right to sue the Foreign Settling Defendants and the corresponding Releasees (as defined in the Settlement) about the claims being resolved by that Settlement. Similarly, if the Settlement with the North American Settling Defendants becomes final, you will give up your right to sue the North American Settling Defendants and the corresponding Released Parties (as defined in the Settlement) about the claims being resolved by that Settlement. The specific claims you are giving up against the Settling Defendants and their affiliates are described in the respective Settlement Agreements. Unless you exclude yourself, you are “releasing” the claims, whether or not you submit a claim.

The Settlement Agreements are available at PotashIndirectSettlement.com. The specific claims you are releasing are described in Paragraphs 13 and 14 of the Foreign Settling Defendants’ Settlement Agreement, and at Paragraphs 14 and 15 of the North American Settling Defendants’ Settlement Agreement.

EXCLUDING YOURSELF FROM THE SETTLEMENTS

If you don’t want to be eligible for benefits from the Settlements, and you want to keep the right to sue or to continue to sue one or both groups of Settling Defendants (or any one of them) on your own about the legal issues in this case, then you must take steps to elect to exclude yourself from the Settlements. This is called excluding yourself from or “opting out” of the Settlement Classes.

10. How do I exclude myself from one or both of the Settlement Classes?

To exclude yourself from the Settlements, you must send a letter to the Settlement Administrator, Class Counsel, and counsel for the Settling Defendants that includes the following:

- Your name, address, and telephone number;
- All trade names or business names and addresses used by you or your business, as well as any parents, subsidiaries, or affiliates that indirectly purchased potash from the Defendants at any time from July 1, 2003 to December 11, 2012 if you are a Foreign Settlement Class Member, or from the Defendants at any time during the period from July 1, 2003 to January 30, 2013, if you are a North American Settlement Class Member;
- The case name *In re Potash Antitrust Litigation* (II), MDL Docket No. 1996 (N.D. Ill.);
- In addition, you must include one or both of the following signed statements, as applicable:
 - To exclude yourself from the Foreign Settling Defendants’ Settlement, a signed statement that, “I/we hereby request that I/we be excluded from the proposed Indirect Settlement with JSC Uralkali, JSC Silvinit, JSC Belarusian Potash Company, BPC Chicago LLC, and JSC International Potash Company in *In re Potash Antitrust Litigation* (II), MDL Docket No. 1996 (N.D. Ill.);
 - To exclude yourself from the North American Settling Defendants’ Settlement, a signed statement that, “I/we hereby request that I/we be excluded from the proposed Indirect Settlement with Agrium, Inc., Agrium U.S., Inc., The Mosaic Company (n/k/a MOS Holdings Inc.), Mosaic Crop Nutrition, LLC, Potash Corporation of Saskatchewan Inc., and PCS Sales (USA), Inc. in *In re Potash Antitrust Litigation* (II), MDL Docket No. 1996 (N.D. Ill.);

- To exclude yourself from both Settlements, you must include both signed statements.

You must mail your exclusion request, postmarked no later than **MAY 22, 2013**, to

SETTLEMENT ADMINISTRATOR:	CO-LEAD CLASS COUNSEL:	COUNSEL FOR THE NORTH AMERICAN SETTLING DEFENDANTS:	COUNSEL FOR THE FOREIGN SETTLING DEFENDANTS:
Potash Indirect Purchaser Litigation Settlement Administrator c/o A.B. Data, Ltd. P.O. Box 170500 Milwaukee, WI 53217-8091	MILLER LAW LLC Attn: Marvin A. Miller 115 South LaSalle St., Suite 2910 Chicago, IL 60603 LOVELL STEWART HALEBIAN JACOBSON LLP Attn: Christopher Lovell 61 Broadway, Suite 501 New York, NY 10006	O'MELVENY & MYERS LLP Attn: James M. Pearl 1999 Avenue of the Stars, Ste. 700 Los Angeles, CA 90067 MAYER BROWN LLP Attn: Britt M. Miller 71 South Wacker Drive Chicago, IL 60606 JONES DAY Attn: Michael Sennett 77 West Wacker Drive Chicago, IL 60601-1692	WINSTON & STRAWN LLP Attn: Jeffrey J. Amato 200 Park Avenue New York, NY 10166

11. If I don't exclude myself, can I sue the Defendants for the same thing later?

No. Unless you exclude yourself from one or both of the Settlements (as appropriate), you give up the right to sue the respective Settling Defendants about the issues in this lawsuit. You give up this right even if you don't submit a Proof of Claim and thereby do not receive the benefits of the Settlements. You must exclude yourself from the appropriate Settlement Class in order to sue one or more of the Settling Defendants separately. (But see Questions 12 and 13.) You will not have any right to object to the Settlement with the Foreign Settling Defendants if you exclude yourself from the corresponding Settlement Class. Similarly, you will not have any right to object to the Settlement with the North American Settling Defendants if you exclude yourself from the corresponding Settlement Class. If you elect to stay in the applicable Settlement Class, you do not need to do anything now.

12. If I exclude myself from the Settlements, can I still get benefits from the Settlement?

No. You will not get any benefits from the Settlements if you exclude yourself from the Settlements.

13. If I exclude myself from the Settlements, can I change my mind later?

No. In these Settlements, once you exclude yourself, you may not participate in the Settlement.

THE LAWYERS REPRESENTING YOU

14. Do I have a lawyer in this case?

The Court has appointed the firms and lawyers listed below as Co-Lead Class Counsel in this case:

CO-LEAD CLASS COUNSEL:	CO-LEAD CLASS COUNSEL:
MILLER LAW LLC Attn: Marvin A. Miller 115 South LaSalle St., Suite 2910 Chicago, IL 60603	LOVELL STEWART HALEBIAN JACOBSON LLP Attn: Christopher Lovell 61 Broadway, Suite 501 New York, NY 10006

Class Counsel will represent you and other members of the Settlement Classes. Class Counsel will be paid by asking the Court for a share of the proceeds of the two Settlements. (See Question 15.) Class Counsel will also ask the Court to approve incentive awards for the Class Representatives (listed in Question 2) for their time and effort in representing the putative Class Members in this litigation. If you want to be represented by your own lawyer, you may hire one at your own expense.

15. How will the lawyers be paid?

The Court will decide how much Class Counsel will be paid. On or before April 29, 2013, Class Counsel intend to file a fee petition and request an amount not to exceed one-third of the proceeds of these Settlements. Class Counsel also will seek reimbursement of their

costs and expenses incurred for the prosecution of the litigation in an amount not to exceed \$650,000.00. Class Counsel will also request the Court to award incentive payments in an aggregate amount not to exceed \$16,500.00 to be paid to the Class Representatives who helped the lawyers on behalf of the putative Classes. The fees, costs, expenses and incentive awards will come from the proceeds of the Settlements.

OBJECTING TO THE SETTLEMENT

16. How do I tell the Court that I don't like the Settlement?

If you are a member of the one or both of the Settlement Classes, and if you do not exclude yourself from the Settlement Classes (see Question No. 10), you may object to all or part of each Settlement, the proposed Plan of Allocation, Class Counsel's request for fees and expenses, the proposed incentive awards to the Class Representatives, or all four. To object, you must send a letter that includes the following:

- Your name, address, and telephone number;
- A statement saying that you object to the Indirect Purchaser Settlement with Defendants Agrium, Inc., Agrium U.S., Inc., The Mosaic Company (n/k/a MOS Holdings Inc.), Mosaic Crop Nutrition, LLC, Potash Corporation of Saskatchewan Inc., and PCS Sales (USA), Inc. in *In re Potash Antitrust Litigation (II)*, MDL Docket No. 1996 (ND. Ill.);

AND/OR

- A statement saying that you object to the Indirect Purchaser Settlement with Defendants JSC Uralkali, JSC Silvinit, JSC Belarusian Potash Company, BPC Chicago LLC, and JSC International Potash Company in *In re Potash Antitrust Litigation (II)*, MDL Docket No. 1996 (N.D. Ill.);
- Proof of your membership in the Foreign Settlement Class and/or the North American Settlement Class, as appropriate;
- The reasons you object along with any supporting materials, including any legal support and any evidence to support your objection;
- Your signature.

You must submit your objection, no later than May 22, 2013, to each of the following addresses:

THE COURT:	CO-LEAD CLASS COUNSEL:	COUNSEL FOR THE NORTH AMERICAN SETTLING DEFENDANTS:	COUNSEL FOR THE FOREIGN SETTLING DEFENDANTS:
UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS Everett McKinley Dirksen Courthouse 219 South Dearborn Street Chicago, IL 60604	MILLER LAW LLC. Attn: Marvin A. Miller 115 South LaSalle Street, Suite 2910 Chicago, IL 60603 LOVELL STEWART HALEBIAN JACOBSON LLP Attn: Christopher Lovell 61 Broadway, Suite 501 New York, NY 10006	O'MELVENY & MYERS LLP Attn: James M. Pearl 1999 Avenue of the Stars, Ste. 700 Los Angeles, CA 90067 MAYER BROWN LLP Attn: Britt M. Miller 71 South Wacker Drive Chicago, IL 60606 JONES DAY Attn: Michael Sennett 77 West Wacker Drive Chicago, IL 60601-1692	WINSTON & STRAWN LLP Attn: Jeffrey J. Amato 200 Park Avenue New York, NY 10166

If by this deadline you do not object to the Settlements, the proposed Plan of Allocation, Class Counsel's request for fees and reimbursement of expenses, or the proposed incentive awards for the Class Plaintiffs, you will have waived your right to object at a later time.

17. What is the difference between objecting and excluding?

Objecting is simply telling the Court that you don't like something about the Settlements, the Plan of Allocation, Class Counsel's request for fees and expenses, or the proposed incentive awards for the Class Plaintiffs. You can object to these things only if you remain in the Settlement Class for the Settlement to which you are objecting and do not exclude yourself from that Settlement. Excluding yourself from a Settlement is telling the Court that you don't want to be a part of the Settlement or the Settlement Class. If you exclude yourself from a Settlement, you have no right to object to the Settlement, because it no longer affects you.

THE COURT'S FINAL APPROVAL HEARING

18. When and where will the Court decide whether to approve the Settlements?

The Court will hold a Final Approval Hearing at 1:30 p.m. on June 12, 2013, at Courtroom 2146 in the Everett McKinley Dirksen United States Courthouse, 219 South Dearborn Street, Chicago, IL 60604. The hearing may be moved to a different date or time without additional notice, so please check PotashIndirectSettlement.com for any schedule updates.

At this hearing, the Court will consider whether the Settlements are fair, reasonable, and adequate and whether to approve the proposed Plan of Allocation. The Court will also consider Class Counsel's request for attorneys' fees and reimbursement of expenses, and the request for incentive awards for the Class Representatives. If there are objections, the Court will consider them at that time.

After the hearing, the Court will decide whether to approve the Settlements. The Court's decision may be appealed. We do not know how long these decisions will take. Please be patient.

19. Do I have to come to the hearing?

No. Class Counsel will answer questions the Court may pose. But you may come at your own expense if you wish. If you send an objection, you don't have to come to Court to talk about it. So long as you submitted your written objection on time, to the proper addresses, the Court may consider it. You may also pay your own lawyer to attend, but it's not necessary. If you want your own lawyer instead of Class Counsel to speak on your behalf at the Final Approval Hearing, your lawyer must first file a "Notice of Appearance" with the Court. The Notice of Appearance should include your name, address, telephone number, your lawyer's name, address, telephone number, and signature, and the name and number of the litigation (*In re Potash Antitrust Litigation (II)*, MDL Docket No. 1996 (N.D. Ill.)). In the Notice of Appearance, your lawyer should state that he or she wishes to enter an appearance at the Fairness Hearing. The Notice of Appearance must be filed with the Clerk of the Court for the Northern District of Illinois by **MAY 29, 2013**, and served by that date on Counsel at the addresses listed above in Question 16.

20. May I speak at the hearing?

Yes. If you timely submitted an objection as outlined in Question 16, you may appear at the hearing, either on your own or through an attorney you hire (see Question 19), to present any evidence or argument that the Court decides is proper and relevant.

ADDITIONAL INFORMATION

21. How do I get more information?

This notice summarizes the proposed Settlements. More details are in the two Settlement Agreements. You can get a copy of the Settlement Agreements at PotashIndirectSettlement.com. The Settlement Agreements and other documents have been filed in the Court's file on this case, which can be inspected at the office of the Clerk of the Court, United States District Court for the Northern District of Illinois, Everett McKinley Dirksen Courthouse, 219 South Dearborn Street, 20th Floor, Chicago, IL 60604. You may also write with questions to or call the Settlement Administrator at

**POTASH INDIRECT PURCHASER LITIGATION
SETTLEMENT ADMINISTRATOR
c/o A.B. DATA, LTD.
P.O. BOX 170500
MILWAUKEE, WI 53217-8091
866-778-9623**

If you did not receive a notice in the mail from the Settlement Administrator, you can also register to receive future information using this contact information.

DO NOT CONTACT THE JUDGE OR THE CLERK OF COURT.

Dated: FEBRUARY 20, 2013
BY ORDER OF THE COURT
Clerk of the United States District Court
Northern District of Illinois

PLAN OF ALLOCATION—ADDENDUM

I. Amount To Be Paid

If a person is a member of both the North American Defendants' Class (as defined in the Proof of Claim) and the Foreign Defendants' Class (as defined in the Proof of Claim), then their eligibility to participate in this Plan of Allocation and the check, if any, that they receive shall be calculated based upon the amounts due them under both "II" and "III" below. If a person submitting a Proof of Claim is not a member of either Class, then they shall not be entitled to any distribution. If a person submitting a Proof of Claim is a member only of the North American Defendants' Class, then that person shall be eligible to participate, if at all, solely in and shall receive a check, if any, based solely on the distribution of the proceeds described in "II" below.

II. Distribution of North American Defendants' Settlement Proceeds

A. Definitions

1. "N.A. Allowed Claim"

(a) For members of the North American Defendants' Class who submit Proofs of Claim ("claiming N.A. Class Members") and who purchased Potash Products in States which authorize indirect purchaser antitrust claims for damages, or which authorize private actions under consumer protection statutes, the N.A. Allowed Claim in respect of the purchases in those States shall include the Dollar Amount of the Purchases of Potash Products for the purchases in such States during the time period that such statute was in effect.

(b) These States which authorize indirect purchaser antitrust claims for damages, or which authorize private actions under consumer protection statutes are Arizona, Arkansas, California, Colorado, the District of Columbia, Florida, Hawaii, Iowa, Kansas, Maine, Massachusetts, Michigan, Minnesota, Mississippi, Nebraska, New Hampshire, Nevada, New Mexico, New York, North Carolina, North Dakota, Oregon (from January 1, 2010), Rhode Island, South Dakota, Tennessee, Utah (from May 1, 2006), Vermont, West Virginia, and Wisconsin.

(c) As indicated above, the time period for all of the foregoing States for which the statute was effective was July 1, 2003 through January 30, 2013, EXCEPT that for Oregon the time period is from January 1, 2010 through January 30, 2013, and for Utah the time period is from May 1, 2006 through January 30, 2013.

(d) For claiming N.A. Class Members who purchased Potash Products in states which do not authorize indirect purchaser antitrust claims for damages, and also do not authorize private actions under consumer protection statutes, their N.A. Allowed Claim in respect of the purchases in those States shall include 45% of the dollar Amount of Purchases of Potash Products for the purchases in such States during the time period for which no such statute was in existence.

(e) The States which do not authorize indirect purchaser antitrust claims for damages, and also do not authorize private actions under consumer protection statutes are Alabama, Alaska, Connecticut, Delaware, Georgia, Idaho, Illinois, Kentucky, Louisiana, Maryland, Missouri, Montana, New Jersey, Oklahoma, Oregon (prior to January 1, 2010), Pennsylvania, South Carolina, Texas, Utah (prior to May 1, 2006), Virginia, Washington, and Wyoming.

(f) As indicated above, the time period for all such States shall be July 1, 2003 through January 30, 2013, except that for Oregon it will be from July 1, 2003 until December 31, 2009, and for Utah it will be from July 1, 2003 until April 30, 2006.

(g) For claiming N.A. Class Members who purchased Potash Products in Indiana or Ohio, their N.A. Allowed Claim in respect of the purchases in those States shall include 35% of the dollar Amount of Purchases of Potash Products for the purchases in such States.

(h) The N.A. Allowed Claim for each N.A. Class Member shall be the sum of their entitlement under "(a)", "(d)" and "(g)" above.

2. "Potash Products" shall mean fertilizer, potash-based products to melt ice or snow, potash-based water softeners, and any other product that the claiming N.A. Class Member demonstrates is potash-based.

3. "Dollar Amount of Purchase" shall mean the total dollar amount of each purchase multiplied by the percentage amount of potash in the item purchased.

(a) Where the percentage amount of potash is not specified by the claiming N.A. Class Member for fertilizer, potash-based ice or snow-melt products, or potash-based water softener, the Settlement Administrator shall find that the percentage amount of the potash percentage is 25%. Similarly, if claiming N.A. Class Members do not know the amount of the potash contained in the fertilizer, potash-based ice or snow-melt products, or potash-based water softener that they purchased, then they may specify the amount as 25% on their Proof of Claim.

(b) For any other Potash Product, the burden shall be on the Settlement Class Member to specify (and support) the percentage amount of the product that is potash.

B. Distribution Among N.A. Class Members *Inter Se*. Subject to Section "C" immediately below, the amount to be paid to each claiming N.A. Class Member entitled to receive a check shall be the N.A. net Settlement Fund multiplied by a fraction, the numerator of which is such claiming N.A. Class Member's N.A. Allowed Claim, and the denominator of which is the sum total of all claiming N.A. Class Members' N.A. Allowed Claims.

C. The costs of administering the Settlement and sending out checks is significant. Any member of the North American Defendants' Class and/or the Foreign Defendants' Class whose total distribution under Section "II" and Section "III" is less than \$10.00 shall not receive a check because of the costs associated therewith. The calculations in "B" above shall be made and adjusted accordingly.

D. Administration

1. All determinations under this Plan of Allocation shall be made by the Settlement Administrator subject to review by Co-Lead Counsel and the Court.

E. Website and Amendments

1. Settlement Class Members should refer to the Website, under “Plan of Allocation,” for any updates on or changes in the foregoing information or requirements, as well as answers to frequently asked questions.

III. Distribution of Foreign Defendants’ Settlement Proceeds

A. Definitions

1. “Foreign Allowed Claim”

(a) For members of the Foreign Defendants Class who submit Proofs of Claim (“claiming Foreign Class Members”) and who purchased Potash Products in certain States included in the Foreign Settlement Class which authorize indirect purchaser antitrust claims for damages, or which authorize private actions under consumer protection statutes, the Foreign Allowed Claim in respect of the purchases in those States’ Claims shall include the Dollar Amount of the Purchases of Potash Products for the purchases in such States during the time period that such statute was in effect.

(b) These States which authorize indirect purchaser antitrust claims for damages, or which authorize private actions under consumer protection statutes are Arizona, Arkansas, California, Colorado, the District of Columbia, Florida, Hawaii, Iowa, Kansas, Maine, Massachusetts, Michigan, Minnesota, Mississippi, Nebraska, New Hampshire, Nevada, New Mexico, New York, North Carolina, North Dakota, Oregon (from January 1, 2010), Rhode Island, South Dakota, Tennessee, Utah (from May 1, 2006), Vermont, West Virginia, and Wisconsin.

(c) As indicated above, the time period for all of the foregoing States for which the statute was effective was July 1, 2003 through December 11, 2012, EXCEPT that for Oregon the time period is from January 1, 2010 through December 11, 2012, and for Utah the time period is from May 1, 2006 through December 11, 2012.

(d) For claiming Foreign Class Members who purchased Potash Products in states which do not authorize indirect purchaser antitrust claims for damages, and also do not authorize private actions under consumer protection statutes, their Foreign Allowed Claims in respect of the purchases in those States shall include 45% of the dollar Amount of Purchases of Potash Products for the purchases in such States during the time period for which no such statute was in existence.

(e) The States which do not authorize indirect purchaser antitrust claims for damages, and also do not authorize private actions under consumer protection statutes are Alabama, Alaska, Connecticut, Delaware, Georgia, Idaho, Illinois, Kentucky, Louisiana, Maryland, Missouri, Montana, New Jersey, Oklahoma, Oregon (prior to January 1, 2010), Pennsylvania, South Carolina, Texas, Utah (prior to May 1, 2006), Virginia, Washington, and Wyoming.

(f) As indicated above, the time period for all such certain States shall be July 1, 2003 through December 11, 2012, except that for Oregon it will be from July 1, 2003 until December 31, 2009, and for Utah it will be from July 1, 2003 until April 30, 2006.

(g) The Foreign Allowed Claim for each Foreign Class Member shall be the sum of their entitlement under “(a)” and “(d)” above.

2. “Potash Products” shall mean fertilizer, potash-based products to melt ice or snow, potash-based water softeners, and any other product that the claiming Foreign Defendants Class Member demonstrates is potash-based.

3. “Dollar Amount of Purchase” shall mean the total dollar amount of each purchase multiplied by the percentage amount of potash in the item purchased.

(a) Where the percentage amount of potash is not specified by the claiming Foreign Class Member for fertilizer, potash-based ice or snow-melt products, or potash-based water softener, the Settlement Administrator shall find that the percentage amount of the potash percentage is 25%. Similarly, if claiming Foreign Class Members do not know the amount of the potash contained in the fertilizer, potash-based ice or snow-melt products, or potash-based water softener that they purchased, then they may specify the amount as 25% on their Proof of Claim.

(b) For any other Potash Product, the burden shall be on the Settlement Class Member to specify (and support) the percentage amount of the product that is potash.

B. Distribution Among Class Members Inter Se. Subject to Section “C” immediately below, the amount to be paid to each claiming Foreign Defendants Class Member entitled to receive a check shall be the Foreign Defendants net Settlement Fund multiplied by a fraction, the numerator of which is such claiming Foreign Class Member’s Foreign Allowed Claim, and the denominator of which is the sum total of all claiming Foreign Class Member’s Foreign Allowed Claims.

C. Due to the costs of administering the Settlement and sending out checks, any member of the North American Class and/or the Foreign Class whose total distribution, under both Settlements, is less than \$10.00, shall not be entitled to receive a check because of the costs associated therewith. The calculations in “B” above shall be made and adjusted accordingly.

D. Administration

1. All determinations under this Plan of Allocation shall be made by the Settlement Administrator subject to review by Co-Lead Counsel and the Court.

E. Website and Amendments

1. Class Members should refer to PotashIndirectSettlement.com, under “Plan of Allocation”, for any updates on or changes in the foregoing information or requirements as well as answers to frequently asked questions.

PROOF OF CLAIM AND RELEASE

In re Potash Antitrust Litigation (II)

In order to be entitled to a distribution, you must complete, sign, and submit this Proof of Claim and necessary supporting documentation to the Settlement Administrator postmarked no later than **SEPTEMBER 2, 2013**.

Instructions for Completing the Proof of Claim

If you are a member of either of the Settlement Classes as described below (and have not excluded yourself), then by properly filling out, signing, and returning this Proof of Claim and furnishing the required documentation, you may be entitled to share in the proceeds from the Settlements. However, submission of this Proof of Claim does not assure that you will share in any of the proceeds of the Settlements.

Unless otherwise stated, capitalized terms used herein shall have the same meanings as set forth in the Settlement Agreements (available at PotashIndirectSettlement.com.) As used herein, the term "affiliate" means an entity that controls you, is under common control with you, or that you control.

1. **Eligibility:** You must be a member of one of the two Settlement Classes in order to submit a claim. The Settlement Classes are defined below.

North American Defendant Settlement Class. The settlement class for the settlement with the North American Defendants¹ is defined as follows:

All persons or entities who purchased potash indirectly for end-use and not for resale from the Defendants in the United States during the period July 1, 2003, to January 30, 2013. The Class excludes Defendants, their parents, subsidiaries, affiliates, officers, directors, and employees and any alleged co-conspirators and their parents, subsidiaries, affiliates, officers, directors, and employees. Also excluded are any federal, state, or local government entity, and any judge or judicial officer presiding over this matter, judicial staff and the members of their immediate families.

Foreign Defendant Settlement Class. The settlement class for the settlement with the Foreign Defendants² is defined as follows:

All persons or entities who purchased Potash or products which contain Potash, for end-use, indirectly from one of the Defendants in the United States from July 1, 2003 through December 11, 2012, and in the following states: Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Oklahoma, Oregon, Pennsylvania, Puerto Rico, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, West Virginia, Wisconsin, and Wyoming. The Class excludes Defendants, and their parents, co-conspirators and their parents, subsidiaries, affiliates, officers, directors, and employees. Also excluded are any federal, state, or local governmental entity, and any judge or judicial officer presiding over this matter, judicial staff and the members of their immediate families.

2. **Submission of Proof of Claim:** Each Proof of Claim must be signed and verified by the Claimant or a person authorized to act on behalf of the Claimant and must be postmarked no later than **SEPTEMBER 2, 2013**, and addressed to

**POTASH INDIRECT PURCHASER LITIGATION
SETTLEMENT ADMINISTRATOR**

C/O A.B. DATA, LTD.

P.O. BOX 170500

MILWAUKEE, WI 53217-8091

Do **not** send your Proof of Claim to the Court or to any of the parties or their counsel. If you receive multiple copies of the Proof of Claim, complete only one Proof of Claim covering all of your qualifying purchases. Do not submit more than one claim, and do not submit duplicate claims.

¹North American Defendants refers to defendants Agrium, Inc., Agrium U.S., Inc., The Mosaic Company (n/k/a MOS Holdings Inc.), Mosaic Crop Nutrition, LLC, Potash Corporation of Saskatchewan Inc., and PCS Sales (USA), Inc.

²Foreign Defendants refers to defendants JSC Uralkali and the company formerly known as JSC Silvinit, as well as JSC Belarusian Potash Company, BPC Chicago L.L.C. and JSC International Potash Company.

3. **Confirmation of Receipt of Claim:** The receipt of a claim will not be confirmed or acknowledged automatically by the Settlement Administrator. If you wish to have confirmation that your Proof of Claim has been received, send it by Certified Mail, Return Receipt requested.
4. **Photocopies of Form:** A claim may be submitted via a photocopy of the Proof of Claim. Other forms, or altered versions of the Proof of Claim, will not be accepted. Additional copies of the Proof of Claim may be requested from the Settlement Administrator and also may be obtained online at PotashIndirectSettlement.com.
5. **Completion and Support of Claim:** Please type or neatly print all requested information. Failure to complete all parts of the Proof of Claim may result in denial of the claim, may delay processing, or may otherwise adversely affect the claim. All information submitted in a Proof of Claim is subject to further inquiry and verification. The Settlement Administrator may ask you to provide supporting information. Failure to provide such requested information also might delay, adversely affect, or result in denial of the claim.

The Proof of Claim asks for certain information relating to your purchases of Potash or Products Containing Potash, as well as an explanation of the available documentation (such as account statements and extracts of books and records) that supports your claimed purchases.

“Potash” refers to mineral and chemical salts that contain potassium (chemical symbol K) and a multitude of other elements in various combinations. Potash is mined from naturally occurring ore deposits that were formed when seas and oceans have dried. Many of these potash deposits are covered with several hundred feet of earth. Potash is principally used as an agricultural fertilizer because it is a source of water soluble potassium, which is one of three primary plant nutrients required for plant growth and maturation. Farmers, gardeners, and anyone who uses fertilizers throughout the world use large amounts of potash for root production, to help crops fight disease and enhance crop yields. Minerals composing potash, that are naturally occurring include potassium chloride (KCl or muriate of potash (MOP)), potassium-magnesium sulfate (K₂SO₄-MgSO₄ or sulfate of potash magnesia (SOPM)), carbonate of potash (K₂CO₃), or mixed-sodium-potassium nitrate (NaNO₃+KNO₃ or Chilean saltpeter). Potash can also include man-made compounds. Manufactured potash is one of the following: potassium sulfate (K₂SO₄ or sulfate of potash (SOP) or potassium nitrate (KNO₃ or saltpeter)).

“Products Containing Potash” shall mean fertilizer, potash-based products to melt ice or snow, potash-based water softeners, and any other product that the claiming settlement class member demonstrates is potash-based.

6. **Assistance:** If you have any questions about your claim, you may contact the Settlement Administrator at the above address. You may also contact your own attorney or other person to assist you, at your own expense.

7. **Keep a Copy:** You should keep a photocopy of your completed Proof of Claim for your records. You should also retain all of your documents and records relating to purchases of Potash or Products Containing Potash from any of the Defendants during the period July 1, 2003 to January 30, 2013.

It is important that you read the Settlement Agreements, Class Notice, Plan of Allocation, and Schedule Setting Other Deadlines that can be obtained by visiting the Settlement website PotashIndirectSettlement.com.

MUST BE POSTMARKED BY
SEPTEMBER 2, 2013

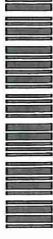
PROOF OF CLAIM AND RELEASE

In re Potash Antitrust Litigation (II)

MDL Dkt. No. 1996, Case No. 1:08-CV-6910

PLEASE TYPE OR PRINT

FOR OFFICIAL USE ONLY



SECTION A: CLAIMANT IDENTIFICATION

Please provide the following information related to the individual or entity that purchased Potash or Products Containing Potash, such as fertilizer, water softener chemical, ice-melting materials. This person is referred to as the "Claimant."

Claimant's Full Name

Address Line 1

Address Line 2 (if applicable)

City

State

Zip Code

Telephone Number (day)

Telephone Number (night)

Email Address

Claimant's Employer Identification Number (EIN)

or

Social Security number (SSN)

Contact Name (if different than above)

Position

Address Line 1 (if different than above)

Address Line 2 (if applicable)

City

State

Zip Code

SECTION C: POTASH PURCHASE INFORMATION INSTRUCTIONS

A. Please fill out the chart below detailing your purchases of Potash or Products Containing Potash from the Defendants indirectly and for end-use and not for resale during the time period from July 1, 2003 through December 11, 2012.

Date of Purchase of Potash or Products Containing Potash MM/DD/YYYY	Type of Purchase (i.e., Potash or a specific Product Containing Potash)	State In Which Potash or Products Containing Potash Were Purchased	Total Dollar Amount of Potash or Products Containing Potash Purchased	Percentage of Potash in Products Containing Potash	Dollar Amount of Potash Purchase (i.e., the total dollar amount of purchase multiplied by the percentage amount of potash in each item) ³
			\$	%	\$
			\$	%	\$
			\$	%	\$
			\$	%	\$
			\$	%	\$
			\$	%	\$

B. Please fill out the below chart detailing your purchases of Potash or Products containing Potash from the Defendants indirectly and for end-use and not for resale during the time period from December 12, 2012 through January 30, 2013.

Date of Purchase of Potash or Products Containing Potash MM/DD/YYYY	Type of Purchase (i.e., Potash or a specific Product Containing Potash)	State In Which Potash or Products Containing Potash Were Purchased	Total Dollar Amount of Potash or Products Containing Potash Purchased	Percentage of Potash in Products Containing Potash	Dollar Amount of Potash Purchase (i.e., the total dollar amount of purchase multiplied by the percentage amount of potash in each item) ⁴
			\$	%	\$
			\$	%	\$
			\$	%	\$
			\$	%	\$
			\$	%	\$
			\$	%	\$

IF YOU NEED ADDITIONAL SPACE, PLEASE COPY THIS PAGE AND WRITE YOUR NAME ON EACH PAGE

³ Where the percentage amount of potash is not specified by the claiming Settlement Class Member for fertilizer, potash-based ice or snow-melt products, or potash-based water softener, the Settlement Administrator shall find that the percentage amount of the potash percentage is 25%. Similarly, if claiming settlement class members do not know the amount of the potash contained in the fertilizer, potash-based ice or snow-melt products, or potash based water softener that they purchased, then they may specify the amount as 25% on their Proof of Claim.

⁴ Where the percentage amount of potash is not specified by the claiming Settlement Class Member for fertilizer, potash-based ice or snow-melt products, or potash-based water softener, the Settlement Administrator shall find that the percentage amount of the potash percentage is 25%. Similarly, if claiming Settlement Class Members do not know the amount of the potash contained in the fertilizer, potash-based ice or snow-melt products, or potash-based water softener that they purchased, then they may specify the amount as 25% on their Proof of Claim.

SECTION D: REQUIRED PROOF OF PAYMENT

You must provide documentation supporting the total amount of purchases of Potash or Products Containing Potash for which you are submitting a claim. Documentation should include the product name and type, date of purchase, and net purchase amount and be kept in the normal course of business. Electronic summaries or similar records are preferred.

Any supporting documentation should be submitted as legible copies—do not send originals, but maintain them in your records for additional verification or clarification, if needed. All information submitted in a Proof of Claim is subject to further inquiry and verification. The Settlement Administrator may ask you to provide additional supporting information or documentation. Failure to provide such requested information or documentation might adversely affect, or result in denial of, your claim.

SECTION E: RELEASES

FOREIGN SETTLING DEFENDANTS' RELEASE, DISCHARGE, AND COVENANT NOT TO SUE

Capitalized terms are defined in the Settlement Agreement with the Foreign Defendants dated September 20, 2012, available at PotashIndirectSettlement.com. The release provisions to which you will be agreeing when you submit this Proof of Claim provide as follows:

Upon the Settlement Agreement becoming effective in accordance with Paragraph 11 of the Settlement Agreement, by submitting this Proof of Claim, the Releasees shall be completely released, acquitted, and forever discharged from any and all claims, demands, actions, suits, causes of action, whether class, individual, or otherwise in nature (whether or not any Class Member has objected to the Settlement or makes a claim upon or participates in the Settlement Fund, whether directly, representatively, derivatively or in any other capacity) that Releasers, or each of them, ever had, now *has*, or hereafter can, shall, or may have on account of, or in any way arising out of, any and all known and unknown, foreseen and unforeseen, suspected or unsuspected, actual or contingent, liquidated or unliquidated claims, injuries, damages, and the consequences thereof in any way arising out of or relating in any way to any act or omission of the Releasees (or any of them), concerning the potash that is the subject of the Plaintiffs' Amended Consolidated Complaint up to the date of execution of this Agreement, including but not limited to any conduct alleged, and causes of action asserted or that could have been alleged or asserted, in any class action complaints filed in the Action, other than claims for product defect or personal injury or breach of contract arising in the ordinary course of business. Releasers shall not, after the date of this Agreement, seek to establish liability against any Releasee based, in whole or in part, upon any of the Released Claims or conduct at issue in the Released Claims. However, Plaintiffs shall be entitled to seek enforcement of the terms and conditions of this Agreement unless this Agreement is terminated.

In addition to the provisions of Paragraph 13 of the Settlement Agreement, Releasers hereby expressly waive and release, upon the Agreement becoming final, any and all provisions, rights, and benefits conferred by § 1542 of the California Civil Code, which states

CERTAIN CLAIMS NOT AFFECTED BY GENERAL RELEASE. 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;

or by any law of any state or territory of the United States, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code. Each Releaser may hereafter discover facts other than or different from those which he, she, or it knows or believes to be true with respect to the claims which are the subject matter of the provisions of Paragraph 13 of the Settlement Agreement, but each Releaser hereby expressly waives and fully, finally, and forever settles and releases, upon this Agreement becoming final, any known or unknown, suspected or unsuspected, contingent or non-contingent claim with respect to the subject matter of the provisions of Paragraph 13 of the Settlement Agreement, whether or not concealed or hidden, without regard to the subsequent discovery or existence of such different or additional facts.

NORTH AMERICAN SETTLING DEFENDANTS' RELEASE

Capitalized terms are defined in the Settlement Agreement with the North American Defendants dated January 30, 2013, available at PotashIndirectSettlement.com. The release provisions to which you will be agreeing when you submit this Proof of Claim provide as follows:

In addition to the effect of any final judgment entered in accordance with this Settlement Agreement, in the event that this Settlement Agreement is approved by the Court after the Settlement Hearing, the Released Parties shall be released and forever discharged from all manner of claims, demands, actions, suits, causes of action, whether class, individual or otherwise in nature, damages whenever incurred, liabilities of any nature whatsoever, including costs, penalties, and attorneys' fees, known or unknown, suspected or unsuspected, asserted or unasserted, in law or equity, that any of the Releasing Parties, or any one of them, whether directly, representatively, derivatively, or in any other capacity, ever had, now have, or hereafter can, shall, or may have, relating in any way to any conduct related to, arising from, or described in the Actions up to the date of this Settlement Agreement on account of, arising out of, resulting from, or related to in any respect the subject of Class Plaintiffs' Corrected Second Amended Consolidated Class Action Complaint, including

without limitation, any such claims which have been asserted or could have been asserted in the Actions against the Settling Defendants or any one of them including, but not limited to, claims arising under federal or state antitrust, unfair competition, consumer protection, unfair practices, price discrimination, unitary pricing, trade practice, civil conspiracy law, or common law, including, without limitation, the Sherman Antitrust Act, 15 U.S.C. § 1 *et seq.*, and the laws of each and every state, territory, and protectorate of the United States. However, the Released Claims do not include claims based on any direct purchases of Potash from the Defendants. The Releasing Parties covenant and agree that they, and each of them, will forever refrain from instituting, maintaining, prosecuting, or continuing to maintain or prosecute any suit or action, or collecting from, seeking to recover from, or proceeding against the Released Parties in connection with any of the Released Claims. Class Plaintiffs and their counsel acknowledge that the Settling Defendants each consider it to be a material term of this Settlement Agreement that all members of the Class will be bound by the provisions of this Paragraph 14. Claimants on the Settlement Fund shall execute a release of the Released Parties in accord with the terms of this paragraph as a condition precedent to receipt of any part of the Settlement Fund, but the failure of any Claimant to execute such a release shall not in any way affect the validity of the release provided in this Paragraph 14, and they shall nonetheless be bound by the terms of such release. Class Plaintiffs' Co-Lead Counsel shall provide counsel for the Settling Defendants with copies of the releases referred to in this paragraph.

Waiver of Rights. In addition to the provisions of paragraph 14 of the Settlement Agreement, each Class Member hereby expressly agrees that, upon Final Approval, it will waive and release with respect to the Released Claims that such Class Member has released pursuant to paragraph 14 herof and all provisions, rights, and benefits conferred either (a) by § 1542 of the California Civil Code, which reads:

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

(b) by any law of any state or territory of the United States; or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code; or (c) any law or principle of law of any jurisdiction that would limit or restrict the effect or scope of the provisions of the release set forth in Paragraph 14 of the Settlement Agreement. Each Class Member may hereafter discover facts other than or different from those that it knows or believes to be true with respect to the subject matter of the Released Claims that such Class Member has released pursuant to Paragraph 14 of the Settlement Agreement, but each Class Member hereby expressly agrees that, upon Final Approval, it shall have waived and fully, finally, and forever settled and released any known or unknown, suspected or unsuspected, contingent or non-contingent claim with respect to the Released Claims that such Class Member has released pursuant to Paragraph 14 of the Settlement Agreement, whether or not concealed or hidden, without regard to the subsequent discovery or existence of such different or additional facts. The release of unknown, unanticipated, and unsuspected losses or claims is contractual, and not a mere recital.

Please mail your Proof of Claim, postmarked no later than **SEPTEMBER 2, 2013**, to the following address:

POTASH INDIRECT PURCHASER LITIGATION
SETTLEMENT ADMINISTRATOR
C/O A.B. DATA, LTD.
P.O. BOX 170500
MILWAUKEE, WI 53217-8091

SECTION F: SWORN STATEMENT REGARDING PAYMENTS MADE

By signing this Proof of Claim, I declare under penalty of perjury that (1) all of the information provided in this Proof of Claim is true and correct to the best of my knowledge; (2) the Claimant paid the amounts as indicated in this Claim Form for Potash or Products Containing Potash for the Claimant's own use (or for the Claimant's family or household) at some time during the period from July 1, 2003 through January 30, 2013; and (3) if not submitting this for myself, I am authorized to submit this form on behalf of the Claimant identified above.

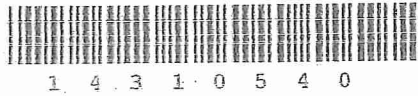
Please note that signing a Proof of Claim that contains false information could constitute perjury.

Signature

Date

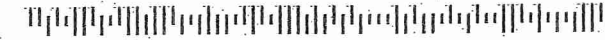
The completed Proof of Claim and the information submitted herewith will be treated as confidential and will be used solely for purposes of administering the Settlements.

POTASH INDIRECT PURCHASER LITIGATION
SETTLEMENT ADMINISTRATOR
c/o A.B. DATA, LTD.
PO BOX 170500
MILWAUKEE, WI 53217-8091



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**COURT-APPROVED NOTICE REGARDING
IN RE POTASH ANTITRUST LITIGATION (II)**



*****AUTO**ALL FOR AADC 990
NOTICE ID: 14310540
MR. GUY SWANSON, MEMBER
EXACTRIX LLC
4501 E TRENT AVE
SPOKANE WA 99212-1340

53971 T318 P1

DATED MATERIAL – OPEN IMMEDIATELY
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