

ANNEX C – SECOND NOTICE

NOTICE OF NATIONAL PARTIAL SETTLEMENT OF THE BSE CLASS ACTIONS

This notice may affect your rights. Please read carefully.

To settlement class members who are: All Persons who as at May 20, 2003 were resident in Canada (except the province of Québec) and farmed cattle, including but not limited to cow-calf, backgrounder, purebred, veal, feedlot and dairy producers:

CERTIFICATION AND AGREEMENT APPROVAL ORDERS

Class action lawsuits were commenced in April, 2005 in Ontario, Québec, Saskatchewan and Alberta against the government of Canada alleging that it was responsible for allowing the introduction of bovine spongiform encephalopathy (BSE) into the Canadian cattle herd and against Ridley Inc. (the “settling defendant”) alleging that it manufactured infected feed fed to a cow diagnosed with BSE on May 20, 2003

A national Agreement capping liability has been reached with the settling defendant. The settling defendant denies liability and wrongdoing on its part. The Agreement is a compromise of disputed claims.

The Québec action was authorized as a class action in June of 2007. The court in Québec has approved the Agreement. The court in Ontario has certified the action as a class action for settlement purposes on behalf of all class members in Canada, apart from those in Québec, and has approved the Agreement. Complete information on the Agreement with the settling defendant can be found at www.bseclassaction.ca.

The class action lawsuits will continue to be prosecuted against those defendants who did not participate in the Agreement, including and especially the government of Canada.

This notice is a summary only. If you believe you are a settlement class member, you may review and/or obtain copies of the judgments and the Agreement at the website

www.bseclassaction.ca or by contacting the Administrator toll free at 1-866-800-0075. Questions concerning the Agreement may be directed to the Administrator by telephone or email: bse@crawlco.ca.

THE AGREEMENT

The settling defendant will pay the sum of \$6 million in full and final settlement of all claims against it by the settlement class members including interest and costs. These monies will be used to fund the ongoing class actions against the government of Canada in accordance with the terms of the Agreement. The settling defendant remains in the actions to co-operate as the plaintiffs pursue their claims against the government of Canada.

Crawford Class Action Services has been appointed by the courts as Administrator of the Agreement and will oversee the use of the settlement funds. The court will supervise the administration and operation of the distribution of these funds.

The Settlement Fund Trust Instrument setting out the terms and conditions for the use of the settlement monies in the funding of the BSE class actions against the government of Canada can be found at www.bseclassaction.ca.

Class Counsel Fees and Administration Expenses

The fees and disbursements (including applicable taxes) of class counsel in the class actions to the date of the approval by the courts of the Agreement and the costs of administration have been calculated and fixed by the courts to not exceed \$1.5 million.

RELEASE OF CLAIMS AND EFFECT ON OTHER PROCEEDINGS

A settlement class member who does not opt out of the class proceeding will not be able to bring or maintain any other claim or legal proceeding in connection with any aspect of the BSE crisis against the settling defendant. Any action that a settlement class member who does not opt out has or may commence will be or be deemed to be dismissed.

OPTING OUT

Any settlement class member who does not wish to participate in the Agreement must opt out of the Agreement by sending a written and signed election to the Administrator:

**BSE Class Action
Crawford Class Action Services
101 Randall Drive, Unit A
Waterloo, Ontario N2V 1C5
Telephone 1 888 842 1331
Fax 519 578 4016
bse@crawco.ca**

PLEASE NOTE CAREFULLY that any settlement class member who elects to opt out of the Agreement will be deemed to have opted out of the ongoing class actions against the defendants who did not participate in the Agreement, including and especially the government of Canada.

The written election to opt out must state the person's full name, current address and telephone number, the number of cattle owned on May 20, 2003 and that the person opts out of the BSE class actions. It must be signed by the person opting out or an authorized representative of the person.

To be effective the written opt out must be sent to the Administrator by mail or courier, postmarked on or before *, 2008.**

Any settlement class member who opts out will not be eligible for any of the benefits that may result from any successful conclusion of the BSE class actions, whether by way of trial or further settlement.

Do not opt out if you wish to share in the benefits should the actions be successful against the government of Canada.

TERMINATION OF THE AGREEMENT

At the election of the settling defendant, the Agreement and the approvals of the courts will be null and void and of no force and effect if settlement class members who owned more than 1.5 million cattle on May 20, 2003 opt out of the class actions.

INTERPRETATION

This notice is a summary of some of the terms of the Agreement. If there is a conflict between the provisions of this notice and the terms of the Agreement, the Agreement shall prevail.

This notice is approved by the Superior Court of Justice for Ontario.

Any questions about the substantive matters in this notice should not be directed to the courts as their administrative structures are not designed to address this type of inquiry.