

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, Washington, 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)

X X X - X X

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, than 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 Releasors, 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. Releasors 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, Releasors 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 Releasor 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 Releasor 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 hereof any 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, asserted or unasserted, 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.