

THE COMPETITION TRIBUNAL

IN THE MATTER OF THE COMPETITION ACT, R.S.C. 1985, c. C-34 as amended;

AND IN THE MATTER OF a long form filing pursuant to section 114 of the *Competition Act* relating to the proposed acquisition of certain assets of Tate and Lyle North American Sugars Ltd. by Westway Holdings Canada Inc.

AND IN THE MATTER OF the filing and registration of a consent agreement pursuant to section 105 of the *Competition Act*.

BETWEEN:

Registry of the Competition Tribunal Greffé du Tribunal de la concurrence REGISTERED/ENREGISTRÉ CT-2003-001 MAR 20 2003 Filed/Produit #0001 FOR REGISTRAR/ POUR REGISTRARE

THE COMMISSIONER OF COMPETITION

Applicant

-and-

WESTWAY HOLDINGS CANADA INC.

Respondent

CONSENT AGREEMENT

- [1] WHEREAS Westway Holdings Canada Inc. ("Westway") wishes to purchase certain assets of Tate and Lyle North American Sugars Ltd. ("TLNASL") a company engaged in the storage of fats, chemicals and vegetable oils for third parties, the distribution and sale of minerals, fishmeal and fish oil and molasses and molasses blend business.
- [2] WHEREAS Westway and TLNASL have complied with the pre-merger notification provisions of the *Competition Act* and subject to the within are free to close the transaction.
- [3] WHEREAS the Commissioner of Competition has not completed his review of the proposed transaction.

THE COMMISSIONER AND THE RESPONDENT CONSENT TO THE REGISTRATION BY THE COMPETITION TRIBUNAL OF AN AGREEMENT THAT:

- [4] The Respondents shall upon closing of the transaction hold separate all molasses assets and business acquired from TLNASL ("molasses operations") for a period of thirty-one (31) days. In this agreement molasses operations

means the purchase, sale and storage of molasses and molasses blends in the Provinces of Quebec and Ontario including without limiting the generality of the foregoing, all assets, contracts, and rights owned and used in conjunction therewith.

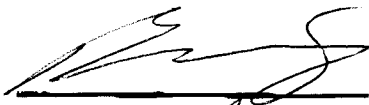
- [5] Mr. Murray Innes will be appointed as the Independent Manager of the molasses operations for the duration of the hold separate agreement.
- [6] The Independent Manager shall take all necessary steps and give all necessary instructions to cause the molasses operations and any servants or agents operating the molasses operations to:
 - (a) operate the molasses operations independently of the Respondent;
 - (b) take all commercially reasonable steps to honour all customer contracts and to maintain quality and service standards for customers at the level that existed prior to the date of this agreement;
 - (c) not communicate any confidential information related to the molasses operations to any of the Respondents except as permitted herein;
 - (d) not knowingly take or allow to be taken any action that materially and adversely affects the competitiveness, assets, operations or financial status of the molasses operations;
 - (e) not materially curtail marketing sales, promotional or other activities of the molasses operations in connection with the solicitation of existing or prospective customers;
 - (f) not relocate, destroy or dismantle any fixed assets of the molasses operations;
 - (g) not enter into any agreement to lease or otherwise encumber any assets or real property relating to the molasses operations;
 - (h) not alter or cause to be altered the management of the molasses operations as it existed prior to this agreement; and
 - (i) not terminate or alter any current employment, salary or benefit agreements for any employees of the molasses operations.
- [7] The Respondents shall contribute such working capital as may be required to permit the molasses operations to operate at standards at least equal to those existing at the date of the acquisition.

[8] The Respondents shall:

- (a) take all reasonable steps to ensure that the molasses operations shall operate independently of the Respondents; and
- (2) not exercise any direction, influence or control over the operations of the molasses operations.


[9] This agreement shall remain in force for a period of thirty-one (31) days from its date of registration.

THE UNDERSIGNED hereby irrevocably consent to the filing of this consent agreement pursuant to section 105 of the *Competition Act*.



Council

Dated at Gatineau, this ____ day of
March 2003



Arthur W Huguley IV
President and Authorized
Corporate Signing Officer

Dated at New Orleans, this 20th day of
March 2003