

DICAMBA HERBICIDES LITIGATION
SOYBEAN PRODUCERS MASTER SETTLEMENT AGREEMENT

This Master Settlement Agreement, dated as of the Execution Date, is entered into by and among (i) Monsanto Company and (ii) the Executive Committee Counsel, and binds Monsanto, the ECC, and all Persons who agree to be bound by it (each individually a “Party” and collectively the “Parties”). This Agreement establishes a process to resolve and settle any and all claims that Eligible Participants who elect to participate have asserted, or could have asserted, arising out of alleged soybean crop injury relating to the applications of dicamba by third parties to dicamba-tolerant soybeans or cotton, or both. All capitalized terms herein have the meanings ascribed to them in Article I or, if not defined therein, where first used.

PREAMBLE

WHEREAS, the ECC and Monsanto have agreed to establish a structured private settlement process, as set forth herein, to resolve the Claims (the “Process”).

WHEREAS, the Process is intended to provide a mechanism to resolve, in lieu of litigation (or further litigation), the Claims of all Eligible Participants who elect to participate.

WHEREAS, each Eligible Participant is advised that the Eligible Participant has a right to consult an attorney of the Eligible Participant’s choice regarding the Process.

WHEREAS, all Eligible Participants will be entitled to enroll in the Process.

WHEREAS, the Process is a comprehensive effort to resolve Claims of soybean Producers arising from dicamba sprayed by third parties over the top of dicamba-tolerant cotton or soybean plants.

NOW, THEREFORE, in consideration of the mutual promises, agreements and covenants contained herein, and in exchange of good and valuable consideration set forth below, the receipt and sufficiency of which hereby are acknowledged, the Parties agree as follows:

ARTICLE I - DEFINITIONS

The following terms have the following meanings for purposes of this Agreement and any Exhibits hereto:

“Actual Yield Data” means the yield data ascribed to a Field for purposes of calculating a Claim Amount in the manner set forth in Section 10, Determination of Actual Yield Data.

“Additional Released Party” means BASF Corporation, BASF SE, Syngenta Corporation, Syngenta AG, E.I. du Pont de Nemours Company, and Corteva, Inc., and all parents, subsidiaries, and other affiliated entities, collectively the “Additional Released Parties.”

“Administrative Agency Report” means any report and its related exhibits regarding any complaint filed with, or investigation conducted by, a state or local administrative agency regarding alleged synthetic auxin herbicide symptomology relating to (i) the soybeans of the Claimant, any Person who owns an interest in Claimant, any Person in whom Claimant owns an interest, or any Affiliated Claimant on whose behalf Claimant is filing, or (ii) herbicide sprayed by the Claimant, any Person who owns an interest in Claimant, or any Person in whom Claimant owns an interest, in either case in the 2015-2020 growing seasons.

“Administrative Expenses” means: (i) all expenses incurred in carrying out this Agreement associated with: the Claims Administrator; anyone working at the direction of the Claims Administrator; the Enhanced Review Panel; the Appeals Master; the Integrity Screener; the Third-Party Auditor; anyone working at the direction of the Third-Party Auditor; the Mediator; and the Dicamba Claims Trustee; (ii) all charges associated with obtaining information subject to a Claimant’s RMA and FSA Release, including copy costs and agency employee time; (iii) Dicamba Claims Trust Expenses, including but not limited to Taxes and Tax Expenses to the extent not covered by interest earned by the Dicamba Claims Trust; and (iv) costs associated with any joint promotion of this Settlement, if any, as set forth in Section 28, Promotions and Costs.

“Affected Field” means a Field for which a Claimant has claimed Dicamba Injury in the Claimant’s Claim Form.

“Affiliated Claimant” means any Person who: (i) has an Interest in an Eligible Field; (ii) has not filed a Claim Form pertaining to the Eligible Field(s) referenced in (i); (iii) has permitted a Settlement Payment related to such Interest to be made on the Person’s behalf to an Enrolled Claimant who submitted a Claim Form for an Eligible Field; and (iv) agrees to be bound by the Settlement Agreement.

“Affiliated Claimant Consent Form” means a document in the form attached as Exhibit E.

“Agreement” and ***“Settlement Agreement”*** means this Master Settlement Agreement, including any and all attached Exhibits and Schedules, as the same may be amended or modified from time to time in accordance with the terms hereof.

“Appeals Master” means Ray Price, for so long as he agrees to serve in that capacity. Any successor to the initial Appeals Master must be mutually agreeable to Monsanto and the ECC

and fulfill the same functions from and after the date of his/her succession and will be bound by the determinations made by his/her predecessor(s) prior to the date of succession.

“Attorneys’ Fees Escrow” means the escrow account established by the ECC, into which Monsanto will deposit the funds described in Article X.

“Attorneys’ Fees Escrow Expenses and Tax Expenses” means all expenses and any tax liability incurred by the Attorneys’ Fees Escrow.

“Audit Period” means the time period for the Third-Party Auditor to conduct audits of Process Claims, and will begin no later than thirty days after the start of the Claims Period and end no later than ninety days after the Claims Administrator sends the last Notice of Claim Amount; provided, however, that the Third-Party Auditor will use best efforts to complete audits within sixty days after the Claims Administrator sends the last Notice of Claim Amount.

“Benchmark Field” means, as to a given Eligible Field, a Field selected by the Claimant that meets the Minimum Benchmark Criteria and the Benchmark Similarity Requirement.

“Benchmark Field Methodology” means the methodology to determine for an Eligible Field the relationship between the yield of the Affected Field and a Benchmark Field, and the predicted yield of the Eligible Field based on that relationship as set forth in this Agreement and more fully in Exhibit I. The Benchmark Field Methodology is one component of the Yield Comparison Methodology.

“Benchmark Relationship” means, for a given Eligible Field, the relationship between the yield of an Affected Field and the yield of a corresponding Benchmark Field determined in accordance with the Benchmark Field Methodology.

“Benchmark Payment” means the payment to which an Enrolled Claimant who is not eligible to receive a Default Payment is entitled under this Agreement, subject to application of the Claim Fund Cap.

“Benchmark Proximity Requirements” means the geographic proximity that a Field must have to an Affected Field to qualify as a Benchmark Field. All Fields within the same Farm Number as the Affected Field meet the Benchmark Proximity Requirements. If there are no Fields within the same Farm Number as the Affected Field that otherwise meet the Minimum Benchmark Requirements or if the Claimant certifies based on a qualifying reason that there are no Fields within the same Farm Number as the Affected Field that meet the Benchmark Similarity Requirement, then all Fields within the same township and range as the Affected Field as specified by the United States Public Land Survey System (or for Fields located in a region not included in the Public Land Survey System, within the same county as the Affected Field) meet the Benchmark Proximity Requirements.

“Benchmark Similarity Requirement” means the requirement that a Selected Benchmark Field be a Field that the Claimant certifies is appropriate to compare to an Affected Field for a given Damage Year for purposes of applying the Benchmark Field Methodology.

“Business Day” means any day other than a Saturday, a Sunday or a day when the United States District Court for the Eastern District of Missouri is obligated by law, executive order, or judicial order to close.

“Claimant” is a Person who has submitted a Claim Form or in whose name a Claim Form has been submitted, as applicable.

“Claim Amount” means the amount of a Benchmark Payment or Default Payment, as applicable, for an Enrolled Claimant, before application of the Minimum Consideration Cap or the Claim Fund Cap. An **“Adjusted Claim Amount”** is the Claim Amount after application of the Minimum Consideration Cap, if the Minimum Consideration Cap applies. A **“Reduced Claim Amount”** is the Claim Amount (or Adjusted Claim Amount, where applicable) after application of the Claim Fund Cap, if the Claim Fund Cap applies, which is subject to application of an Enrolled Claimant’s Walk-Away Rights and Monsanto’s Walk-Away Buyout Rights.

“Claim Form” is the form that a Claimant must timely file to participate in the Process, which is in the form of Exhibit A.

“Claim Fund Cap” means the maximum amount to be paid in Settlement Payments to Final Claimants under this Agreement, which is set at three hundred million dollars (\$300,000,000.00), subject to Section 19, Claim Fund Cap.

“Claims” means: (i) unfiled claims, actions or proceedings; (ii) actions that constitute part of the MDL Litigation; and (iii) actions filed in state or federal court, in each case arising out of alleged economic harm related to soybean crops, including but not limited to property damage, allegedly caused by dicamba applications by third parties to dicamba-tolerant cotton or soy.

“Claims Administrator” means Epiq Class Action and Claims Solutions, Inc., supported by Dr. Michael Flessner and Dr. G.I. Sciumbato to provide agricultural expertise and assistance, for so long as such Person continues to serve in that capacity. Any successor to the initial Claims Administrator must be mutually agreeable to Monsanto and the ECC and will fulfill the same functions from and after the date of his/her succession and will be bound by the determinations made by his/her predecessor(s) prior to the date of succession.

“Claims Manual” means a manual, to be prepared by or with the assistance of the Claims Administrator and mutually agreed to by Monsanto and the ECC, to guide the Claims Administrator in carrying out its responsibilities under this Agreement. The Claims Manual does not confer or take away any rights, duties, or discretion granted by the Agreement, and does not alter or supersede the Agreement. The Claims Manual will (i) summarize portions of this Agreement relating to the Claims Administrator’s role in a manner to assist it in performing the responsibilities of the Claims Administrator; and (ii) supplement the procedures in the Agreement for accepting, evaluating, and administering Process Claims.

“Claims Package” is the documentation that a Claimant must timely submit to participate in the Process.

“Claims Package Deadline” means one-hundred fifty days after the Claims Platform becomes fully operational and able to accept Process Claims.

“Claims Period” means the period beginning the date the Claims Platform becomes fully operational and able to accept Process Claims and ending on the Claims Package Deadline.

“Claims Platform” is the electronic platform used by the Claims Administrator to administer the Process. The Claims Platform shall be fully operational and able to accept Process Claims by the later of ten days after the Execution Date or December 21, 2020.

“Common Benefit Counsel” means the following law firms who performed work for the common benefit of the plaintiffs in the MDL Litigation pursuant to the Common Benefit Order entered therein: The Law Offices of Blanton, Nickell, Collins, Douglas & Hanschen LLC; The Collier Firm PA; Davis George Mook LLC; Gray, Ritter & Graham, P.C.; Hunter Law Firm, LLP; Kelly Law Firm, PA; Morgan & Morgan; Paul Byrd Law Firm, PLLC; Paul LLP; Peiffer Wolf Carr Cane & Conway; Randles & Splittgerber, LLP; Weitz & Luxenberg P.C.; and Zimmerman Reed LLP.

“Complete Claims Package” means a Claims Package that has been timely submitted and accepted as complete by the Claims Administrator.

“County Average Methodology” means the methodology to determine for an Eligible Field the relationship between the yield of the Affected Field and the average soybean yield of the county or applicable agricultural district in which the Field is located, according to information made available by the U.S. Department of Agriculture (“USDA”) National Agricultural Statistics Service (“NASS”), and the predicted yield of the Eligible Field based on that relationship. The County Average Methodology is one component of the Yield Comparison Methodology.

“County Average Relationship” means, as to a given Eligible Field, the relationship between the yield of the Affected Field and the county average soybean yield in accordance with the County Average Methodology.

“Crop Damage Master Complaint” means the Crop Damage Class Action Master Complaint filed in the MDL Litigation under ECF Document Number 137.

“Crop Share” means an Enrolled Claimant’s Interest for an Eligible Field, plus the Interest of any associated Affiliated Claimant(s) for the Eligible Field.

“Damage Year” means a growing season for any year 2015 through 2020 inclusive, for which a Claimant has claimed Dicamba Injury for an Affected Field.

“Default Payment” means the payment to which an Enrolled Claimant is entitled under this Agreement, subject to application of the Minimum Consideration Cap and the Claim Fund Cap, where the Total Claimant Field Loss Payment is below the aggregate Minimum Consideration, subject to the provisions of Section 17, Minimum Consideration.

“Dicamba Claims Trustee” means the administrator/trustee for the Dicamba Claims Trust, as described in more detail in Exhibit G.

“Dicamba Claims Trust” means the escrow account set forth in Section 24.b, and described in more detail in Exhibit G.

“Dicamba Claims Trust Agreement” means an agreement in the form of Exhibit G.

“Dicamba Claims Trust Expenses” means all expenses incurred by the Dicamba Claims Trust and the Dicamba Claims Trustee established pursuant to the Dicamba Claims Trust Agreement attached as Exhibit G.

“Dicamba Injury” means the injury a Field is deemed to have sustained, for purposes of this Agreement only, if an Eligible Participant attests that to the best of the Eligible Participant’s knowledge and belief: (i) the Field exhibited dicamba symptomology; (ii) the symptomology on the Field was due to dicamba applications by third parties to dicamba-tolerant soybeans or cotton, or both; and (iii) the Field suffered yield loss as a result.

“Duplicative Claims” means Process Claims for Dicamba Injury with respect to the same Eligible Field for which the cumulative Crop Share of all Enrolled Claimants with an Interest in the Field totals more than one hundred percent (100%).

“Eligible Field” means an Affected Field in a Damage Year for which sufficient Injury Records have been provided.

“Eligible Field Offset” means the total of any and all payments received by the Enrolled Claimant or any associated Affiliated Claimant from a third-party other than a crop insurance company for yield loss associated with the Eligible Field at issue. For avoidance of doubt, an Eligible Field Offset may equal zero dollars.

“Eligible Participant” has the meaning given it in Section 1, Eligible Participants.

“Enhanced Review Panel” means Dr. Michael Flessner and Dr. G.I. Sciumbato, for so long as each agrees to serve with the Claims Administrator in that capacity. Any successor to the Enhanced Review Panel, or either of them, must be mutually agreeable to Monsanto and the ECC and fulfill the same functions with the Claims Administrator from and after the date of his/her succession and will be bound by the determinations made by his/her predecessor(s) prior to the date of succession.

“Enhanced Review Process” means the process set forth in Exhibit J to determine the Field Yield Loss and/or Preliminary Field Loss Amount, as applicable, for an Eligible Field in a Damage Year.

“Enrolled Claimant” means an Eligible Participant who has submitted to the Claims Administrator a Complete Claims Package on or prior to the applicable deadline.

“Enrolled Claimant Walk-Away Rights” means an Enrolled Claimant’s opportunity to withdraw from the Agreement if the aggregate Claim Amounts and Adjusted Claim Amounts, if any, calculated by the Claims Administrator exceed the Claim Fund Cap by an amount that causes the Enrolled Claimants’ Reduced Claim Amounts to be less than seventy-five percent (75%) of the Claim Amounts or Adjusted Claim Amounts, if any, prior to application of the Claim Fund Cap; provided, however, that in each instance Monsanto will first have an opportunity at its sole election to commit to provide a Settlement Payment to an Enrolled Claimant of at least seventy-

five percent (75%) of the Claim Amount or Adjusted Claim Amount, thereby voiding such Enrolled Claimant's walk-away rights.

"Enrolling Counsel" means any lawyer who submits a Claims Package on behalf of a Claimant.

"Enrolling Counsel Declaration" means a declaration by Enrolling Counsel in the form attached hereto as Exhibit F.

"Execution Date" means the last date on which this Agreement is executed by the ECC and Monsanto, as stated within the signature block below.

"Executive Committee Counsel" or "ECC" means the members of the Executive Committee appointed by the Court in the MDL Litigation, Doc. #36, excluding Scott Poynter.

"Field" means a land unit defined by the combination of Farm Number, Tract Number, and Field Number (each of which has the meaning ascribed to it in Form FSA 578), as reported in Form FSA 578, or a similar unit of land.

"Field Loss Payment" means the portion of a Final Field Loss Amount an Enrolled Claimant may recover under this Agreement after taking into account the Enrolled Claimant's Crop Share and after accounting for any Duplicative Claims on the same Interests.

"Field Yield Loss" means the yield loss expressed in bushels per acre for each Eligible Field, as determined in accordance with either the Yield Comparison Methodology or the Enhanced Review Process.

"Final Claimant" means a Claimant who remains an Enrolled Claimant after the end of the Audit Period: (i) who has not timely exercised Enrolled Claimant Walk-Away Rights, or as to whom Monsanto has exercised its Walk-Away Buyout Rights; and (ii) whose appeal rights under Section 20, Appeal Rights and Procedures, have expired.

"Final Field Loss Amount" means the result of subtracting the Eligible Field Offset for an Eligible Field from that Eligible Field's Preliminary Field Loss Amount or, if that result produces a negative number, zero.

"Form FSA 578" means FSA Form(s) 578 Reports of Acreage or Reports of Commodities.

"Form FSA 578-Type Document" means, in the absence of a Form FSA 578, a document or documents that provide(s) the same or similar information regarding the acreage of a Field, the crop planted, and the respective Interests of any Person with an Interest in the Field.

"Fraudulent Process Claim" means a Process Claim that is deemed fraudulent by virtue of either:

- (i) a determination by the Third-Party Auditor that the Process Claim involves elements of concealment or deception, including but not limited to documents or signatures that the filing Person forged, fabricated, knowingly misrepresented, or

faked, which cannot reasonably be attributed to mistake, inadvertence, or misunderstanding; or

- (ii) a determination:
 - a. by the Third-Party Auditor that the Process Claim warrants additional review because it: includes elements of obfuscation; is inconsistent or implausible according to the evidence available; double-counts or misstates Interests; misstates the Claimant's entitlement to a Settlement Payment under this Agreement; contains accounting irregularities; or overstates the amounts to which the Claimant should be entitled to seek under the Agreement; and
 - b. by the Mediator that, based on the information available to the Mediator, the filing Person or Claimant intended to recover: without the authority of the named Claimant; on behalf of a non-Eligible Participant; on behalf of ineligible Fields; more than once for the same Claim, Field, or Interest; or amounts greater than the Claimant would have been rightfully entitled to seek under the Agreement.

“Improperly Calculated” means any calculation that: (i) is clearly erroneous; (ii) is contrary to this Agreement; (iii) exceeds the authority of the Claims Administrator, Enhanced Review Panel, or Third-Party Auditor; or (iv) constitutes an abuse of discretion under this Agreement.

“Incentive Payment” means the payment Monsanto owes to certain MDL Litigation plaintiffs as set forth in Section 27, Incentive Payments.

“Injury Records” means documents sufficient to support a finding of dicamba symptomology in a Claimant's soybean crop, as set forth in Section 7.d.

“Insurance Records” means actual yield data records used by and for participation in the federal crop insurance program.

“Integrity Screener” means Edward “Chip” Robertson, Jr. for so long as he continues to serve in that capacity. Any successor to the initial Integrity Screener must be mutually agreeable to Monsanto and the ECC and fulfill the same functions from and after the date of his/her succession and will be bound by the determinations made by his/her predecessor(s) prior to the date of succession.

“Interest” means a financial interest in the revenue from planting a crop, including, without limitation, rent based on a share of the crop grown on a Field expressed as a percentage or fractional share in the Field. The Interests reflected on a Form FSA 578 will be presumptive proof of a Person's Interest in a given Field in a given year.

“MDL Litigation” means, collectively, those cases that have been consolidated by the Judicial Panel on Multidistrict Litigation before the Honorable Stephen N. Limbaugh, Jr., United States District Court for the Eastern District of Missouri, Southeastern Division, MDL No. 2820.

“**Mediator**” means Eric Green for so long as he continues to serve in that capacity. Any successor to the initial Mediator must be mutually agreeable to Monsanto and the ECC and fulfill the same functions from and after the date of his/her succession and will be bound by the determinations made by his/her predecessor(s) prior to the date of succession.

“**Minimum Benchmark Criteria**” means the criteria that a Field must meet to qualify as a Benchmark Field for an Affected Field in a given Damage Year, which are that: (i) the Claimant holds an Interest in the Field; (ii) the Field meets the Benchmark Proximity Requirements as to the Affected Field to which it is being compared; (iii) the Field is not less than twenty-five Planted Soybean Acres; (iv) the Field is not an Affected Field in the Damage Year; (v) the Field has been planted to soybeans in the Damage Year and at least three Non-Damage Years for the Field and Affected Field to which it is being compared; and (vi) if the Claimant is identified on Schedule BB and asserts an entitlement to a price premium based on the production of organic or non-GMO soybeans on the Affected Field to which it is being compared, the Field must be similarly situated as the Affected Field with respect to the production of organic or non-GMO soybeans in the Damage Year and at least three Non-Damage Years for the Affected Field to which it is being compared.

“**Minimum Consideration**” means twenty dollars (\$20.00) times the number of Planted Soybean Acres included in the Claimant’s Eligible Fields, subject to Section 15, Crop Share Calculations, and Section 17, Minimum Consideration.

“**Minimum Consideration Cap**” means the maximum total of all Default Payments to be paid under this Settlement Agreement, which is set at seven million five-hundred thousand dollars (\$7,500,000.00). The Minimum Consideration Cap is included within (and not on top of) the Claim Fund Cap.

“**Monsanto**” means Monsanto Company and any successor in interest.

“**Monsanto Released Party**” and “**Monsanto Released Parties**” means: (i) Monsanto and Bayer Crop Science LP; (ii) any subsidiaries, corporate parents, or affiliates of Monsanto or Bayer Crop Science LP; (iii) any corporate predecessors or successors of Monsanto, Bayer Crop Science LP, or any subsidiaries, corporate parents or affiliates of either; and (iv) any officer, agent, or employee of Monsanto or Bayer Crop Science LP, any corporate predecessor or successor of either, or any subsidiaries, corporate parents, or affiliates of either, as more fully set forth in the Release and Incorporation of Settlement, attached hereto as Exhibit D.

“**Monsanto’s Rescission Right**” means the right of Monsanto, in its sole discretion, to terminate this Agreement subject to the conditions and requirements of Section 23, Monsanto Rescission Right.

“**Non-Damage Year**” means: (i) a year in which a Claimant was a Producer of commercial soybeans on an Affected Field, but for which the Claimant does not claim Dicamba Injury on the Affected Field; and (ii) if the Claimant is identified on Schedule BB and asserts an entitlement to a price premium based on the production of organic or non-GMO soybeans on the Affected Field, a year in which the Affected Field was similarly situated with respect to the production of

organic or non-GMO soybeans as in the Damage Year. Non-Damage Years may be non-consecutive.

“Notice of Appeal” means a notice initiating a Claimant’s appeal under Section 20, Appeal Rights and Procedures, and is in the form of Exhibit L.

“Notice of Claim Amount” means the notice the Claims Administrator must send notifying the Enrolled Claimant of the Enrolled Claimant’s Claim Amount at the time of the Notice, which is subject to re-calculation as provided for in this Agreement and to application of the Minimum Consideration Cap and Claim Fund Cap. A ***“Follow-Up Notice of Claim Amount”*** means a Notice of Claim Amount that the Claims Administrator must send based on a revision to the Claim Amount after the original Notice of Claim Amount is sent.

“Notice of Claim Amount Reduction” means the notice the Claims Administrator must send to Enrolled Claimants if application of the Claim Fund Cap results in a greater-than twenty-five percent (25%) reduction in the Claim Amounts and Adjusted Claim Amounts, if any, of Enrolled Claimants.

“Notice of Field Review Status” means the notice the Claims Administrator must send to an Enrolled Claimant after evaluating an Enrolled Claimant’s Injury Records and Yield Records. A ***“Follow-Up Notice of Field Review Status”*** means a Notice of Field Review Status that the Claims Administrator must send if an Enrolled Claimant is required or allowed to provide additional documents for an Eligible Field subject to the Enhanced Review Process.

“Notice of Fraudulent or Invalid Process Claim” means the notice the Claims Administrator must send to a Person whose Process Claim is deemed to be a Fraudulent Process Claim.

“Notice of Incomplete Claims Package” means the notice the Claims Administrator must send to a Claimant who the Claims Administrator determines to have submitted an incomplete Claims Package.

“Notice of Ineffective Submission” means the notice the Claims Administrator must send to a Claimant who the Claims Administrator determines to have submitted a Process Claim, Process Claim amendment, or Process Claim cure attempt that is rejected for failure to follow Process Claim procedures, whether it be a Successive Claim, an untimely submission, a submission regarding an issue not subject to cure, or other procedural defect.

“Notice of Ineligibility” means the notice the Claims Administrator must send to a Claimant who does not satisfy the criteria to be an Eligible Participant.

“Notice of Rejection” means the notice the Claims Administrator must send to: (i) a Claimant who fails to timely submit a corrected Claims Package after issuance of a Notice of Incomplete Claims Package, resulting in removal from the Process; or (ii) an Enrolled Claimant for whom, after issuance of a Notice of Field Review Status and an opportunity to cure, the Claims Administrator determines that none of that Enrolled Claimant’s Affected Fields are Eligible Fields.

“Notice of Removal” means the notice the Claims Administrator must send to an Enrolled Claimant who elects to exercise the Enrolled Claimant’s Walk-Away Rights after Monsanto declines to exercise its Walk-Away Buyout Rights as to such Enrolled Claimant.

“Notice of RMA Insurance Record Delay” means the notice the Claims Administrator must send to an Enrolled Claimant whose Claim Amount is subject to being determined based on Actual Yield Data determined from A-Yields, who relied on the RMA to directly provide records of A-Yields pursuant to an RMA and FSA Release, and as to whom the Claims Administrator has not received A-Yields from the RMA within seventy-five days after submitting an RMA and FSA Release.

“Person” means a natural person, corporation, limited liability company, other company, trust, joint venture, association, partnership, or other enterprise or entity, or the legal representative of any of the foregoing.

“Plaintiff Fact Sheet” or **“PFS”** means the Plaintiff Fact Sheet submitted by a plaintiff in the MDL Litigation.

“Planted Soybean Acres” means the acres planted to soybean, excluding any planted but failed or prevented planting acres.

“Post-Claim Filing Period” means as to any Claimant who is rejected as an Eligible Participant or excludes itself from the Settlement through validly exercised Enrolled Claimant Walk-Away Rights, a period of ninety days from the later of a Notice of Rejection, Notice of Ineligibility, Notice of Removal, or the final exhaustion of appeal rights under Section 20.b.i.

“Preliminary Field Loss Amount” means the product, expressed in dollars, of multiplying the Field Yield Loss for an Eligible Field times the number of Planted Soybean Acres for the Eligible Field as set forth in a Form FSA 578 (or Form FSA 578-Type Document), times the average price received for soybeans for the Damage Year, in the state in question, as collected by NASS and available from the USDA state average price, as set forth and subject to the exceptions in Section 13.e and Section 6 of Exhibit J.

“Process Claim” means any Claim for which a Claim Form has been timely submitted as provided for in this Agreement.

“Producer” means an owner, operator, landlord, tenant, or sharecropper, who shares in the risk of producing a crop and who is entitled to share in the crop available for marketing from the Field, or would have shared had the crop been produced. For avoidance of doubt, a landlord who receives only a fixed cash amount for renting the land is not a Producer.

“Release and Incorporation of Settlement” means the release of claims by a Claimant against Monsanto Released Parties and an agreement by Claimant to be bound by the terms of this Settlement Agreement and the Process, in the form of Exhibit D, that a Claimant must validly execute to be eligible to receive a Settlement Payment.

“RMA and FSA Release” means the information release in the form of Exhibit C allowing the Claims Administrator to obtain insurance yield, Form FSA 578 information, and the Producer

Farm Data Report from the USDA Risk Management Agency (“RMA”) and the USDA Farm Service Agency (“FSA”), respectively.

“***Selected Benchmark Field***” means, as to a given Affected Field and Damage Year, a Field that has been selected by a Claimant as an appropriate Benchmark Field.

“***Settlement Escrow Funds***” means those funds paid into the Dicamba Claims Trust.

“***Settlement Funds***” means the Settlement Escrow Funds, plus any interest accrued thereon, to be available for payment in accordance with the payment obligations of this Agreement to: (i) Final Claimants in the amount of their Settlement Payments; (ii) any Person, including but not limited to the Claims Administrator, to pay Administrative Expenses; and (iii) certain MDL Litigation plaintiffs in the amount of the Incentive Payments.

“***Settlement Payment***” means the final payment that a Final Claimant is owed under this Agreement excluding any Incentive Payment. If a Claim Amount is not revised based on application of the Claim Fund Cap or the Minimum Consideration Cap, then the Settlement Payment will equal the final Claim Amount. If a Claim Amount is subject to reduction based on application of the Minimum Consideration Cap, but not the Claim Fund Cap, then the Settlement Payment will equal the final Adjusted Claim Amount. If a Claim Amount or Adjusted Claim Amount, if any, is subject to reduction based on the Claim Fund Cap, then the Settlement Payment will equal: (i) the Reduced Claim Amount after re-application of the Claim Fund Cap if any Enrolled Claimants are removed from the Process based on exercise of their Walk-Away Rights; (ii) plus, for any Enrolled Claimant as to whom Monsanto exercised its Walk-Away Buyout Rights, any additional amount required to meet Monsanto’s commitment.

“***Soybean Acres at Issue***” means, as to any Person listed on Schedule AA, all Planted Soybean Acres on any Field in which the Person has an Interest, for each growing season, 2015 through 2020, inclusive, adjusted in proportion to the Person’s Interests in such Fields. The number of Planted Soybean Acres and Interests reported on the Form FSA 578, if any, or Form FSA 578-Type Document will be presumptively conclusive. For instance, if a Person had one hundred (100) Planted Soybean Acres in 2015, one hundred (100) Planted Soybean Acres in 2016, one hundred-fifty (150) Planted Soybean Acres in 2017, one-hundred fifty (150) Planted Soybean Acres in 2018, two hundred (200) Planted Soybeans Acres in 2019, and two hundred (200) Planted Soybean Acres in 2020, then assuming the Person rented on a two-third/one-third crop share basis and therefore had a 66.67% Interest in all the Fields, the Person’s Soybean Acres at Issue equals six hundred (600) acres.

“***Soybean Claims Report***” means the weekly reports, in the form of Exhibit H, that the Claims Administrator must send to the ECC and Monsanto to provide certain information about the Process Claims that the Claims Administrator has received.

“***Stipulation of Dismissal With Prejudice***” means a “Stipulation of Dismissal with Prejudice,” “Proposed Order,” or such other document required by the local practice of the court in which a case is pending consistent with the form of Exhibit B that serves the purpose of dismissing with prejudice any lawsuit and any and all Claims brought by or on behalf of an Enrolled Claimant.

“***Successive Claims***” means the Process Claims of any Claimant with multiple Claim Forms.

“Tax Expenses” means any and all reasonable fees and costs due to be paid to tax preparers, tax consultants or others for determining the tax liability of the Dicamba Claims Trust and otherwise assisting the Dicamba Claims Trustee in carrying out its responsibilities as set forth in Section 25.d.i.

“Taxes” means any sums due to be paid to governmental taxing authorities based on the Dicamba Claims Trust, including taxes, estimated taxes, interest and penalties.

“Third-Party Auditor” means BKD, LLP for so long as it continues to serve in that capacity. Any successor to the initial Third-Party Auditor must be mutually agreeable to Monsanto and the ECC and fulfill the same functions from and after the date of his/her succession and will be bound by the determinations made by his/her predecessor(s) prior to the date of succession.

“Total Attorneys’ Fees Payment” means the total of the Initial Common Benefit Fee Payment, the Second Common Benefit Fee Payment, and attorneys’ fees to be paid pursuant to Sections 30.a and 30.b.

“Total Claimant Field Loss Payment” means the sum of all Field Loss Payments for each Enrolled Claimant, expressed in dollars.

“Walk-Away Buyout Rights” means Monsanto’s rights, at its election and in its sole discretion, to increase its contribution under this Agreement to eliminate an Enrolled Claimant’s Walk-Away Rights.

“Walk-Away Form” means the form included as Exhibit K by which an Enrolled Claimant provides notice to the Claims Administrator of the Enrolled Claimant’s intent to exercise Enrolled Claimant Walk-Away Rights.

“Xtend Seed” means any soybean or cotton seed that contained either the RoundupReady 2 Xtend® or Bollgard II® XtendFlex™ trait.

“XtendiMax” means XtendiMax® Herbicide with VaporGrip® Technology.

“Yield Comparison Methodology” means the methodology set forth in Exhibit I that applies to determine the Preliminary Field Loss Amount for an Eligible Field.

“Yield Records” means (i) documents from which Actual Yield Data can be determined for an Affected Field or a Selected Benchmark Field, for a Damage Year or a Non-Damage Year used in applying the Yield Comparison Methodology, and (ii) the Form FSA 578 (or Form FSA 578-Type Document) for Affected Fields and all Fields meeting the Benchmark Proximity Requirements for all years between the earliest-in-time comparative Non-Damage Year and the latest-in-time Damage Year or comparative Non-Damage Year, as set forth in Section 8.g.

ARTICLE II – ELIGIBILITY AND CLAIM PROCESS

- 1. Eligible Participants.** Only Eligible Participants may enroll in the Process.

- a) All Eligible Participants may submit a Claim Form and participate in this Process, subject to the conditions and requirements of the Agreement.
- b) Except as provided in Sections 1.d and 1.e, an Eligible Participant is any Person in the United States who in one or more of the 2015 through 2020 growing seasons was a Producer of soybeans for commercial purposes, which soybeans exhibited dicamba symptomology during one or more of these years, and attests that, to the best of the Person's knowledge and belief, the symptomology was due to dicamba applications by third parties to dicamba-tolerant soybeans or cotton, or both.
- c) A Person does not need to participate in the USDA FSA programs to qualify as a Producer; however, if an individual or entity participates in the USDA FSA programs, the status of an Eligible Participant on the Form FSA 578 for any Field in a given year will be deemed presumptive evidence that the Eligible Participant was a Producer with an Interest in the Field in that year.
- d) No public entity or research facility growing soybeans for non-commercial purposes is an Eligible Participant.
- e) No Monsanto Released Party or Additional Released Party is an Eligible Participant.

2. Claims Package. To be entitled to a Settlement Payment under this Agreement, an Eligible Participant must submit a Complete Claims Package by the Claims Package Deadline, and all information provided in support of the Process Claim must be authentic and complete.

- a) A Claims Package must include: (i) a Claim Form; (ii) Injury Records; (iii) Yield Records; (iv) a Stipulation of Dismissal With Prejudice, if applicable; (v) an RMA and FSA Release; (vi) Administrative Agency Reports, if any; (vii) a Release and Incorporation of Settlement; (viii) Affiliated Claimant Consent Form(s), if applicable; and (ix) an Enrolling Counsel Declaration, if applicable.
 - i) Claim Form. A Claimant must submit a fully completed Claim Form substantially in the form of Exhibit A.
 - (1) A Claimant must submit only one Claim Form. Each unique Person may file its own Claim Form such that, for instance, an individual may file his own Claim Form, and distinct business organizations of which that individual is a member may file their own Claim Forms.
 - (2) If the Claimant discovers an error or omission in the Claim Form, the Claimant may not file a new Claim Form, but is limited to correcting or supplementing the Claimant's Claim Form. The Claimant's right to correct or supplement the Claim Form and other components of its Claims Package is governed by Sections 2.b.ii-iii, Section 4.a, and Section 11, Notice of Field Review Status.
 - (3) If a Claimant files Successive Claims, then only the first-filed Claim Form will be valid and the later Claim Form(s) will be void and have no effect on the Process.

- (a) Nothing in this Section 2.a.i(3): (i) is intended to relieve any Person from the dictates of Section 21.n requiring the payment of Administrative Expenses for Fraudulent Process Claims, subject to appeal rights; (ii) prevents a finding that the filing of multiple Claim Forms by a Person supports a classification of a Process Claim as a Fraudulent Process Claim; or (iii) prevents a Claimant from timely amending the Claimant's original Claim Form consistent with the procedures of the Process.
- (b) If a Claimant files Successive Claims and there is more than one Enrolling Counsel for the Successive Claims, contemporaneously with issuing the Notice of Ineffective Submission identifying Successive Claims, the Claims Administrator must notify each such Enrolling Counsel. No such Enrolling Counsel may request or be entitled to receive an attorney's lien related to the Successive Claims.
- (4) Any Claimant who is represented by counsel not on the ECC must certify on the Claim Form that the Claimant understands and agrees that twelve percent (12%) of the Claimant's Settlement Payment, if any, will be withheld. Any Enrolling Counsel who is not a member of the ECC must certify and agree on the Enrolling Counsel Declaration that the twelve percent (12%) withheld will reduce, on a dollar-per-dollar basis, the amount of fees otherwise due the Enrolling Counsel under any fee agreement between Enrolling Counsel and the Claimant.
- ii) Injury Records. A Claimant must submit records sufficient to establish dicamba symptomology for each Affected Field for each Damage Year. Notwithstanding anything else in this Agreement, a failure to submit sufficient Injury Records for each Affected Field for each Damage Year does not, in and of itself, render a Claims Package incomplete. The submission of documents that are identified by the Claimant as being Injury Records are sufficient for purposes of submitting a Complete Claims Package, regardless of whether the Claims Administrator later deems them adequate to establish dicamba symptomology.
- iii) Yield Records. A Claimant must submit Yield Records as set forth in Section 8, Yield Record Requirements. Notwithstanding anything else in Section 8, Yield Record Requirements, a failure to submit yield data records does not, in and of itself, render a Claims Package incomplete. The submission of a properly executed RMA and FSA Release and a Form FSA 578, Form FSA 578-Type Document or, if neither exist, an attestation regarding Interests is sufficient for purposes of submitting a Complete Claims Package, regardless whether the Claims Administrator later deems the Insurance Records obtained pursuant to the RMA and FSA Release inadequate to satisfy yield data requirements.
- iv) Stipulation of Dismissal. A Claimant with a pending legal action asserting Claims against Monsanto and/or any Additional Released Party must execute and submit a Stipulation of Dismissal With Prejudice in the form attached hereto as Exhibit B.

- v) RMA and FSA Release. A Claimant must execute and submit a release in the form attached hereto as Exhibit C.
- vi) Administrative Agency Reports. A Claimant must submit all Administrative Agency Reports in the Claimant's possession, custody or control, if any.
 - (1) Monsanto may provide Administrative Agency Reports in its custody, control, or possession only as follows:
 - (a) To the Integrity Screener, with a contemporaneous copy to the ECC, to the extent that the Administrative Agency Report specifically references another cause other than dicamba sprayed by third parties over-the-top of dicamba-tolerant cotton or soybean plants as the likely cause of the symptomology on one or more of a Claimant's Affected Fields. Any Administrative Agency Report the Integrity Screener forwards to the Claims Administrator in accordance with Section 2.a.vi(1)(a) becomes part of the Claimant's Claims Package.
 - (i) Any Administrative Agency Report submitted by Monsanto to the Integrity Screener under Section 2.a.vi(1)(a) is not subject to Section 22, Integrity Screening. The Integrity Screener must forward the Administrative Agency Report to the Claims Administrator if and only if the Integrity Screener agrees with Monsanto that the Administrative Agency Report specifically references another cause other than dicamba sprayed by third parties over-the-top of dicamba-tolerant cotton or soybean plants as the likely cause of symptomology on one or more of Claimant's Affected Fields.
 - (b) To the Enhanced Review Panel upon request; provided, however, that the Enhanced Review Panel may request and consider Administrative Agency Reports only (i) for reviews that allow such consideration in accordance with Exhibit J and (ii) where the Enhanced Review Panel determines that consideration of Administrative Agency Reports could be helpful in determining the best estimate of yield loss for an Enrolled Claimant using a reasonably reliable methodology. Any Administrative Agency Report accessed by the Enhanced Review Panel becomes part of the Claimant's Claims Package.
 - (c) To the Third-Party Auditor upon request; provided, however, that the Third-Party Auditor may request and consider Administrative Agency Reports only (i) in relation to Process Claims selected for audit under Section 21, Audit Procedures; (ii) where the Third-Party Auditor determines that consideration of Administrative Agency Reports could be helpful to determine if the Process Claim is invalid, ineligible, or a Fraudulent Process Claim; and (iii) for the purpose of determining if a Process Claim is invalid, ineligible, or a Fraudulent Process Claim. If the Third-Party Auditor accesses an Administrative Agency Report in accordance with this Paragraph, the

Administrative Agency Report becomes part of the Claimant's Claims Package. The Third-Party Auditor may not request an Administrative Agency Report for purposes of determining whether the Claims Administrator or Enhanced Review Panel improperly calculated a Claim Amount or abused its discretion, or with regard to a Claimant's attestation related to over-the-top spraying by third parties.

- (2) If the Enhanced Review Panel or the Third-Party Auditor request an Administrative Agency Report from Monsanto under Section 2.a.vi(1), the Enhanced Review Panel or the Third-Party Auditor, as applicable, must notify the ECC and Monsanto of the reason for requesting the Administrative Agency Report, including a statement that the criteria set forth in the relevant provision of Section 2.a.vi(1) were met. Upon receipt of such request, Monsanto must provide to the ECC a copy of any Administrative Agency Report that Monsanto believes is responsive at least three Business Days prior to providing the Administrative Agency Report to the Enhanced Review Panel or Third-Party Auditor. The ECC may notify the Enhanced Review Panel or the Third-Party Auditor of any objection the ECC has to Monsanto's production of the Administrative Agency Report in a writing not to exceed one single-spaced page, with a contemporaneous copy to Monsanto. Monsanto may notify the Enhanced Review Panel or the Third-Party Auditor of Monsanto's response in a writing not to exceed one single-spaced page, with a contemporaneous copy to the ECC. The Enhanced Review Panel or the Third-Party Auditor may give whatever weight, if any, it believes is appropriate to the ECC's objection in determining whether to consider the Administrative Agency Report.
 - (3) If an Administrative Agency Report becomes part of a Claimant's Claims Package under Section 2.a.vi(1), the Claims Administrator will be notified and the Claims Administrator must promptly notify the Claimant.
 - (4) Under no circumstances may Monsanto submit an Administrative Agency Report directly to the Claims Administrator or to the Appeals Master, or as part of the Process to any other Person or by any other means other than as set forth in Section 2.a.vi.
 - (5) Under no circumstances may the Claims Administrator or the Appeals Master access or consider an Administrative Agency Report that is not part of the Claimant's Claims Package.
- vii) Release and Incorporation of Settlement. Claimants must complete and submit a Release and Incorporation of Settlement in the form attached hereto as Exhibit D. The terms and scope of the Release and Incorporation of Settlement that must be agreed to by a Claimant to be eligible for a Settlement Payment, as reflected in Exhibit D, are incorporated herein by reference.

- viii) Affiliated Claimant Consent Form. To recover for another Person's Interest in an Eligible Field, a Claimant must submit an Affiliated Claimant Consent Form, in the form of Exhibit E, executed by the Affiliated Claimant.
- ix) Enrolling Counsel Declaration. The Claim Form for a Claimant who is represented by counsel must be submitted by its Enrolling Counsel who must have submitted an Enrolling Counsel Declaration in the form of Exhibit F. Enrolling Counsel representing multiple Claimants may submit a single Enrolling Counsel Declaration. For the avoidance of doubt, references herein to Claim Forms submitted "by" a Claimant will be deemed to include Claims Forms submitted on behalf of such Claimant by Enrolling Counsel.
- (1) The Settlement Payment for a Final Claimant represented by counsel will be sent to the client trust account of the Claimant's Enrolling Counsel if such instructions are provided by Enrolling Counsel or, in the absence of such instructions, Settlement Payments shall be issued in the manner provided by a Final Claimant prior to distribution.
- b) Enrolling Counsel and Claimants who are not represented by counsel may submit Claims Packages at any time during the Claims Period. Claimants who are not represented by counsel may submit Claims Packages via the Claims Platform or by U.S. Mail. Enrolling Counsel may not submit a Claims Package via U.S. Mail, but must do so electronically via the Claims Platform.
- i) The Claims Administrator will make the Claims Platform accessible via a website. Inquiries regarding any technical issues with the electronic submission of documents must be directed to the Claims Administrator in accordance with Section 3.j.
- ii) Updates or corrections may be made to the following Process Claim information at any time during or after the Claims Period: contact information of the Claimant or Enrolling Counsel; and identification/change of Enrolling Counsel.
- iii) Other updates or corrections may be made only during the applicable cure period, if any, provided by a Notice of Incomplete Claims Package, a Notice of Field Review Status, a Follow-Up Notice of Field Review Status, a Notice of RMA Insurance Record Delay, or as otherwise expressly set forth in this Agreement. Any documents submitted during these cure periods, if any, become part of the Claimant's Claims Package.
- iv) If a Claimant purports to submit, update, or correct a Claims Package: (i) out of time; (ii) through a Successive Claim; or (iii) without a right to cure, the Claims Administrator must within ten Business Days send the Claimant a Notice of Ineffective Submission notifying the Claimant that the submission or amendment has been rejected and will be null and void, and identifying the basis for rejection.
- c) A Claimant is not required to finish electronic submission of a Claims Package on the same date that the Claimant initiates the Claims Package. When a Claimant is finished uploading through the Claims Platform what the Claimant believes is a Complete Claims

Package, then the Claimant, or the Claimant's Enrolling Counsel, must finally submit the Claims Package and certify in the Claims Platform that, to the best of the Claimant's knowledge and belief, the Claimant or Enrolling Counsel has submitted a Complete Claims Package. From that time forward, updates or corrections may be made to a Claims Package only as set forth in Sections 2.b.ii-iii, Section 4.a, and Section 11, Notice of Field Review Status. For Claims Packages submitted by U.S. Mail, the mailing of the Claims Package will serve as a certification that, to the best of the Claimant's knowledge and belief, the Claimant has submitted a Complete Claims Package.

- d) Submission of a Claims Package is irrevocable. No Person determined by the Claims Administrator to be an Enrolled Claimant may under any circumstances or for any reason withdraw a Claims Package, request the return of any Release and Incorporation of Settlement or Stipulation of Dismissal With Prejudice, or otherwise unilaterally exit the Process, unless: Monsanto exercises its rights under Section 23, Monsanto Rescission Right; an Enrolled Claimant is permitted to and timely exercises Enrolled Claimant Walk-Away Rights and Monsanto does not exercise its Walk-Away Buyout Rights; or an Enrolled Claimant is required to withdraw a Claims Package under the circumstances described in Section 16, Duplicative Claims.
- e) If the Claimant is a corporate entity, or anyone else is signing on a Claimant's behalf, the Person signing on the Claimant's behalf must be authorized to bind the Claimant.
- f) Any documents that a Claimant is permitted by this Agreement to later submit to the Claims Administrator under the terms of this Agreement will be considered part of the Claimant's Claims Package, as well as any documents that the Claims Administrator, Enhanced Review Panel, Third-Party Auditor, Mediator or Appeals Master are permitted to consider with respect to that Claimant under the terms of this Agreement.

3. Responsibilities and Authority of Claims Administrator. The Claims Administrator will have the authority granted under this Agreement to administer Process Claims.

- a) The Claims Administrator must possess or obtain sufficient experience and knowledge regarding agriculture and data analysis to be able to fairly, efficiently, and competently evaluate Process Claims.
 - i) The Claims Administrator may hire additional individuals to obtain the specialized agricultural or data analysis knowledge and expertise to administer the Process and agrees that such individuals will be subject to review and mutual approval by the ECC and Monsanto.
- b) The Claims Administrator must use the criteria set forth in this Agreement, including Exhibits, to evaluate a Process Claim and determine the Settlement Payment, if any, to be paid to the Claimant. The Claims Administrator must implement the Agreement pursuant to the terms and process agreed upon by the Parties, exercising only such discretion as is afforded by those terms and process, and will (subject only to the appeals process set forth in Section 20, Appeal Rights and Procedures) accept or deny each Process Claim solely pursuant to such terms and process.

- c) The Claims Administrator will be guided by the Claims Manual in fulfilling the Claims Administrator's responsibilities under this Agreement. Any discrepancy between this Agreement and the Claims Manual must be resolved in favor of this Agreement.
- d) The Claims Administrator may not serve as the Dicamba Claims Trustee under the terms of the Dicamba Claims Trust Agreement attached hereto as Exhibit G; however, the Dicamba Claims Trustee may delegate certain tasks related to the Dicamba Claims Trust to the Claims Administrator, as otherwise provided in this Agreement.
- e) The Claims Administrator may create administrative procedures, supplemental to those specified herein and the Exhibits hereto, that provide further detail about how the Process will be administered, and other aspects of the Process; provided, however, that such procedures are not inconsistent with the terms of this Agreement or the Claims Manual and are approved by Monsanto and the ECC.
- f) Upon receipt of a Claim Form indicating that the Claimant submitted a Plaintiff Fact Sheet, the Claims Administrator must make all reasonable efforts to obtain a copy of any such Plaintiff Fact Sheet and all documents that accompanied the Plaintiff Fact Sheet directly from MDL Centrality. The Claims Administrator must use the documents received to satisfy the Injury Record or Yield Record requirements of a Claims Package if the Claimant so requests on the Claim Form and to administer the Claimant's Process Claim.
- g) Upon receipt of an RMA and FSA Release, the Claims Administrator must immediately seek the records encompassed by the RMA and FSA Release from the RMA and FSA, respectively.
- h) Without limiting the foregoing, the Claims Administrator may modify or supplement the Claim Form to more efficiently administer the Process, provided that: (i) such changes may not materially alter the substance of such form or increase the burden of preparing such form without the consent of Monsanto and the ECC; (ii) such changes must account for all requirements for Claimant tax reporting purposes, if applicable and practicable, so that Claimants are not required to submit a W-9 or similar form at a later time; and (iii) no change will be made in the form of the Release and Incorporation of Settlement, the Affiliated Claimant Consent Form, or Stipulation of Dismissal With Prejudice without Monsanto's and the ECC's prior written consent.
- i) The Claims Administrator must employ a secure and user-friendly online Claims Platform to carry out the Agreement, facilitate electronic submission of Claim Forms and documents, and track the status of Process Claims and Claimants. Monsanto and the ECC must review and approve the Claims Platform prior to its use for the Process. The Claims Platform will be accessible to Claimants and their Enrolling Counsel to submit and access their own information, but not to Monsanto or the ECC except to the extent an ECC member is also an Enrolling Counsel to a specific Claimant, in which case access will be limited to information related to any such Claimant(s).

- j) A Claimant or Enrolling Counsel may only contact the Claims Administrator for the following reasons: (i) technical problems accessing or using the Claims Platform; (ii) communications specifically required or allowed by this Agreement; (iii) questions regarding the claims administration process or the sufficiency of the inquiring Claimant's documents; and (iv) inquiries regarding the status of the inquiring Claimant's submission in the Process. The Claims Administrator must keep a log of all contacts by Claimants and Enrolling Counsel, and make that log available to the ECC and Monsanto on request.

ARTICLE III – CLAIMS EVALUATION

4. **Claims Evaluation.** The Claims Administrator must determine whether each Claimant has submitted a Complete Claims Package.

- a) Within ten Business Days of a Claimant certifying a Claims Package as complete to the best of Claimant's knowledge and belief, the Claims Administrator must send the Claimant a Notice of Incomplete Claims Package if: (i) the Claims Package is missing one or more of the Claim Form, Injury Records, Yield Records, the RMA and FSA Release, the Release and Incorporation of Settlement, a Stipulation of Dismissal With Prejudice (if applicable) and an Enrolling Counsel Declaration (if applicable and not previously filed); (ii) any one or more of the Claim Form, RMA and FSA Release, Release and Incorporation of Settlement, Stipulation of Dismissal With Prejudice (if applicable), Affiliated Claimant Consent Form (if applicable), and Enrolling Counsel Declaration (if applicable), is lacking a proper signature; (iii) one or more of the submitted documents necessary to complete a Claims Package is illegible; (iv) one or more of the required fields on the Claim Form is blank; or (v) the Claim Form, RMA and FSA Release, Release and Incorporation of Settlement, Stipulation of Dismissal With Prejudice (if applicable), Affiliated Claimant Consent Form (if applicable), or Enrolling Counsel Declaration (if applicable) is altered from the required form, as set forth in Exhibits A, B, C, D, E, and F, respectively.
 - i) A Notice of Incomplete Claims Package must specifically identify the deficiencies in the Claims Package so that a Claimant has the opportunity to cure. A Claimant's cure rights are limited to the specific deficiencies identified in the Notice of Incomplete Claims Package. A Claimant receiving a Notice of Incomplete Claims Package has forty-five days or until the Claims Package Deadline, whichever is later, to cure the deficiencies identified in the Notice.
 - ii) Within ten Business Days of receiving a Claimant's attempted cure, the Claims Administrator must evaluate whether the Claimant has submitted a Complete Claims Package. If the Claims Package has any deficiency identified in Section 4.a referenced in the Claimant's Notice of Incomplete Claims Package, the Claims Administrator must send the Claimant a Notice of Rejection, with a contemporaneous copy to Monsanto. The Notice of Rejection must specifically identify the deficiencies in the Claims Package so that, if appealed, the Appeals Master may evaluate the grounds for rejection. The Notice of Rejection must also state that the Claimant has been removed from the Process and inform the Claimant of the Claimant's appeal rights and the Post-Claim Filing Period. A Claimant receiving a

Notice of Rejection will be removed from the Process and rendered ineligible for any Settlement Payment under this Agreement, subject to appeal.

- iii) If the Claims Administrator does not timely send a Notice of Incomplete Claims Package or, after a timely attempt to cure, a Notice of Rejection, then a Claims Package is deemed Complete. A Complete Claims Package means that the Claims Package included records purporting to be Injury Records and Yield Records, but not that sufficient Injury Records or Yield Records were provided for all Affected Fields and Selected Benchmark Fields.
- b) Any Claimant whose Claims Package is rejected as incomplete does not release any claim, and the submission of a Process Claim by that Claimant will not be used in any subsequent litigation by any party for any purpose. Rather, the Parties recognize and agree that any submission or other action under this Agreement is for purposes of settlement only and will be inadmissible for any purpose in litigation. Monsanto will not raise a statute of limitations defense for Claims by any such rejected Claimant that would have been timely under applicable law had they been filed before June 24, 2020, as long as such lawsuit is timely filed within the Post-Claim Filing Period.
- c) For each Claimant deemed to have submitted a Complete Claims Package, the Claims Administrator must determine if the Claimant qualifies as an Eligible Participant.
 - i) Within thirty days of a Claims Package being deemed Complete, if possible using best efforts, but in any event no later than sixty days of a Claims Package being deemed Complete, the Claims Administrator must send a Claimant a Notice of Ineligibility if: (i) the Claimant was not a soybean Producer in the United States in any of the growing seasons 2015 through 2020; (ii) the Claimant's production of soybeans in the growing seasons 2015 through 2020 was entirely non-commercial; (iii) the Claimant is a public entity or research facility growing soybeans for non-commercial purposes; or (iv) the Claimant is a Monsanto Released Party or Additional Released Party.
 - (1) If the Claims Administrator does not timely send a Notice of Ineligibility to a Claimant, then the Claimant is deemed an Eligible Participant unless and until the Third-Party Auditor later determines that a Claimant is ineligible.
 - (2) The Notice of Ineligibility must specifically identify the grounds on which the Claimant was determined not to be an Eligible Participant so that, if appealed, the Appeals Master may evaluate the grounds for an ineligibility determination. The Notice of Ineligibility must also state that the Claimant has been removed from the Process, and inform the Claimant of the Claimant's appeal rights and the Post-Claim Filing Period. A Claimant receiving a Notice of Ineligibility will be removed from the Process and rendered ineligible for any Settlement Payment under this Agreement, subject to appeal.
 - ii) Any Claimant who is rejected as an Eligible Participant does not release any claim, and neither the submission of a Process Claim by that Claimant nor the denial of

eligibility, including any information submitted with the Process Claim or provided by the Claimant, will be used in any subsequent litigation by any party for any purpose. Rather, the Parties recognize and agree that any submission or other action under this Agreement is for purposes of settlement only and will be inadmissible for any purpose in litigation. Monsanto will not raise a statute of limitations defense for Claims by any such rejected Claimant that would have been timely under applicable law had they been filed before June 24, 2020, as long as such lawsuit is timely filed within the Post-Claim Filing Period.

- d) Upon a determination that a Claimant: (i) is qualified as an Eligible Participant; and (ii) submitted a Complete Claims Package, the Claimant will become an Enrolled Claimant.
 - i) An Enrolled Claimant is eligible to receive a Settlement Payment under this Agreement unless: (i) the Person is subsequently removed from the Process based on the Third-Party Auditor or the Mediator, as applicable, determining that the Person has submitted a Fraudulent Process Claim, an ineligible claim, or an invalid claim and such determination is not overturned by the Appeals Master; (ii) the Claimant is subsequently removed from the Process for lack of any Eligible Fields and such removal is not overturned by the Appeals Master; or (iii) the Enrolled Claimant is permitted to exercise, and does timely exercise, Enrolled Claimant Walk-Away Rights and Monsanto elects not to exercise its Walk-Away Buyout Rights. Enrolled Claimants will be bound by the Agreement and the Release and Incorporation of Settlement regardless of the Claim Amount or Settlement Payment determined, unless this Agreement expressly provides otherwise.
 - ii) If the Claims Administrator finds that a Claimant has not met the requirements to become an Enrolled Claimant or the Claimant is later removed from the Process as an Enrolled Claimant for lack of any Eligible Fields or a finding by the Third-Party Auditor of an invalid Process Claim, subject to rights to appeal specified in Section 20, Appeal Rights and Procedures, then the Claimant will not receive a Settlement Payment, will not be bound by the Agreement and the executed Release and Incorporation of Settlement, Affiliated Claimant Consent Forms, and Stipulation of Dismissal With Prejudice, if any, submitted by the Claimant must be destroyed by the Claims Administrator promptly after expiration of the time for any appeal. However, such Person still will be bound by Section 21.n requiring the payment of Administrative Expenses for Fraudulent Process Claims, subject to appeal rights under Section 20, Appeal Rights and Procedures, and Monsanto still will be bound by the Post-Claim Filing Period. Monsanto will not raise a statute of limitations defense for Claims by any rejected Claimant that would have been timely under applicable law had they been filed before June 24, 2020, as long as such lawsuit is timely filed within the Post-Claim Filing Period.
- (1) Notwithstanding anything to the contrary in this Agreement, Monsanto retains the sole and exclusive right to waive any eligibility or documentation requirements under this Agreement as to any Claimant, including any documentation requirements under this Agreement as to any claimed Affected Field in any claimed Damage Year; provided, however, that Monsanto may waive

documentation requirements as to a claimed Affected Field in a claimed Damage Year if, and only if: (i) the Claimant is determined to have at least one Eligible Field as to which Monsanto has not waived any documentation requirements; or (ii) Monsanto waives documentation requirements so as to cause all Affected Fields claimed by that Claimant to be Eligible Fields.

- (2) In the event of a waiver of Claimant eligibility under Section 4.d.ii(1), the Claimant will become an Enrolled Claimant with all rights under this Agreement.

5. Miscellaneous Obligations of the Claims Administrator. In addition to the process set forth in Section 4, Claims Evaluation, the Claims Administrator is subject to certain miscellaneous obligations in processing a Claims Package.

- a) Upon submission of a Claim Form, a Claimant will be assigned a unique claim number, which must be associated with a Claimant's electronic file(s) in the Claims Platform and with any submissions made by the Claimant. The Claims Administrator, Third-Party Auditor, Integrity Screener, Enhanced Review Panel, Mediator, Appeals Master and Dicamba Claims Trustee must use a Claimant's unique claim number to identify and track the status of that Claimant's Process Claim.
- i) The Claims Administrator must assign sequential claim numbers, such that a Claim Form that was filed earlier in time will always have a lower claim number than a Claim Form that was filed later in time.
- b) The Claims Administrator will use the Claims Platform to assign a status to each Claimant and separately track the status of each Claims Package.
- i) Claimants will be assigned one of the following statuses, as appropriate:
 - (1) "*Submitted*," which refers to a Claimant whose eligibility or the completeness of the Claimant's Claims Package has not been reviewed by the Claims Administrator;
 - (2) "*Information Request Outstanding*," which refers to a Claimant to whom the Claims Administrator has sent a Notice of Incomplete Claims Package and the completeness of the Claims Package has not been determined;
 - (3) "*Enrolled Claimant*," which refers to an Eligible Participant who has submitted a Claims Package that has been approved as Complete;
 - (4) "*Enrolled Claimant – Process Paused*," which refers to an Enrolled Claimant as to whom the Claims Administrator has temporarily paused evaluation of the Process Claim or calculation of a Claim Amount during the pendency of an audit, an appeal, or an opportunity to cure based on a Notice of Field Review Status, Follow-Up Notice of Field Review Status, or a Notice of RMA Insurance Record Delay in accordance with the terms of this Agreement;

- (5) “*Enrolled Claimant Walk-Away Right Exercised*,” which refers to an Enrolled Claimant who was entitled to exercise, and did timely exercise, Enrolled Claimant Walk-Away Rights, and as to whom Monsanto did not exercise its Walk-Away Buyout Rights;
- (6) “*Final Claimant*,” which refers to a Claimant who remained an Enrolled Claimant after the end of the Audit Period who was not entitled to, or did not timely, exercise Enrolled Claimant Walk-Away Rights or as to whom Monsanto exercised its Walk-Away Buyout Rights, and whose time to appeal under Section 20, Appeal Rights and Procedures, has expired; and
- (7) “*Ineligible/Removed*,” which refers to a Claimant who has been determined not to be an Eligible Participant or whose Process Claim has been determined to be invalid, who has withdrawn the Claimant’s Claim Form, or whose Claims Package is incomplete and whose time for completing the Claims Package has expired.

This status must be determined by application of this Agreement. If the status of a Claimant is amended by the Third-Party Auditor or the Appeals Master, the Claims Administrator must update the status accordingly.

- c) If documents submitted by a Claimant cause the Claims Administrator to reasonably question whether the Claimant is an Eligible Participant or whether the Claimant has already received payment for claimed Dicamba Injury included in the Process Claim, the Claims Administrator must verify the accuracy and legitimacy of such Process Claim to confirm that the Process Claim was submitted by an Eligible Participant and that the Claimant has not already received payment for any claimed Dicamba Injury included in the Process Claim, other than those payments disclosed for purposes of set-off as contemplated by the Agreement.
- i) The Claims Administrator may request the assistance of the Third-Party Auditor to verify the accuracy and legitimacy of a Process Claim under Section 5.c.
 - (1) The Third-Party Auditor must limit its review under Section 5.c.i to that necessary to provide the assistance requested and may not conduct an audit of such Process Claim based on the Claims Administrator’s request of verification assistance.
 - (a) Notwithstanding anything in Section 5.c.i(1), if, in assisting the Claims Administrator, the Third-Party Auditor determines that the Process Claim is subject to an audit under the standards set forth in Section 21, Audit Procedures, or the audit procedures established pursuant to Section 21, Audit Procedures, a request by the Claims Administrator pursuant to Section 5.c.i will not preclude an audit.
 - (2) The Third-Party Auditor may not consider an Administrative Agency Report related to a Claimant’s attestation regarding the source of dicamba symptomology for an Affected Field in a claimed Damage Year as part of providing verification assistance to the Claims Administrator under Section 5.c.1.

- d) If a Claimant (i) is audited under Section 21, Audit Procedures, or (ii) exercises a right to appeal under Section 20, Appeal Rights and Procedures, the Claims Administrator must suspend further consideration of such Claimant's Process Claim under this Agreement until the audit or appeal has been completed.
- e) The Claims Administrator must make all Process Claims information available to the Third-Party Auditor, Integrity Screener, Appeals Master, Enhanced Review Panel, and Mediator as necessary for each to perform its respective obligations under this Agreement.
- f) If the Agreement does not specify how the Claims Administrator should proceed in a circumstance, then the Claims Administrator shall exercise its discretion in how to proceed consistent with the intent of the Parties as reflected in this Agreement, or if the Parties' intent is unclear, meet and confer with the ECC and Monsanto; provided, however that the Claims Administrator may not initiate a meet and confer as to a specific Process Claim.

6. Claims Administrator Reporting; Limitations on Use of Reports. The Claims Administrator must provide a weekly Soybean Claims Report to Monsanto and the ECC, in the form of Exhibit H, reflecting all submitted Process Claims.

- a) Each weekly Soybean Claims Reports must be dated and include the following fields of information about the Process Claims submitted: (i) Name of Claimant; (ii) Name(s) of Any Affiliated Claimant(s); (iii) County or Counties Where Claimed Affected Fields are Located; (iv) State(s) Where Claimed Affected Fields are Located; (v) Claimed Damage Year(s) of Affected Fields; (vi) Number of Claimed Affected Fields; (vii) Planted Soybean Acres of Claimed Affected Fields; (viii) Aggregate Planted Soybean Acres of Affected Fields; (ix) Status of Claimant / Process Claim; (x) Date Claim Form Submitted; and (xi) Payment Type (Benchmark or Default).
 - i) The final Soybean Claims Report must include an additional field for the Settlement Payment made or to be made, if any, to each Final Claimant.
- b) The weekly Soybean Claims Reports, and any other report or notice sent to Monsanto or the ECC pursuant to this Agreement, and all information therein are strictly confidential, will be shared only with counsel and those employees of Monsanto (and any parents, subsidiaries, affiliates, insurers or other related parties) or the ECC who are reasonably necessary to participate in exercising any rights or responsibilities under this Agreement, and will not be used for any purposes other than for settlement purposes.
- c) Monsanto agrees that it will not take adverse or retaliatory action against any Claimant based on said Claimant submitting a Process Claim; provided, however, that the Parties recognize that some Claimants may have preexisting, ongoing or future business or contractual relationships with Monsanto and this Paragraph may not be interpreted to preclude Monsanto from taking or not taking actions in the ordinary course of business based on business factors unrelated to a Claimant's participation in the Process.

ARTICLE IV – FIELD ELIGIBILITY AND YIELDS

7. **Field Eligibility.** Once a Claimant is deemed an Enrolled Claimant, the Claims Administrator must determine as soon as is reasonably practicable which Affected Fields and Damage Years are Eligible Fields. An Enrolled Claimant will be entitled to a payment based on the terms of this Agreement for each Eligible Field.

- a) A Claimant may claim one or more Affected Fields (*Affected Field_n*) in one or more Damage Years (*Affected Field_n(Damage Year)*). An Affected Field in a Damage Year for which an Enrolled Claimant has provided sufficient Injury Records is an Eligible Field. Injury Records may support Dicamba Injury as to one or more Affected Fields.
 - i) A Damage Year is specific to an Affected Field. For example, if an Enrolled Claimant claims Dicamba Injury on two Fields, each supported by sufficient Injury Records for 2017 and 2018, and a third Field only for 2018, also supported by sufficient Injury Records, then the Eligible Fields are *Affected Field₁(2017)*, *Affected Field₂(2017)*, *Affected Field₁(2018)*, *Affected Field₂(2018)*, *Affected Field₃(2018)*. No Dicamba Injury was claimed for *Affected Field₃* in 2017, and thus *Affected Field₃(2017)* is not an Eligible Field.
 - ii) An Affected Field may be an Eligible Field in each and every year for which Dicamba Injury has been claimed, or in less than all years for which Dicamba Injury has been claimed. For example, if an Enrolled Claimant claims two Affected Fields, each supported by sufficient Injury Records for both 2017 and 2018, and a third Field supported by sufficient Injury Records for 2018 but insufficient Injury Records for 2017, then the Eligible Fields for the Enrolled Claimant are *Affected Field₁(2017)*, *Affected Field₁(2018)*, *Affected Field₂(2017)*, *Affected Field₂(2018)*, and *Affected Field₃(2018)*. Due to insufficient Injury Records, *Affected Field₃(2017)* is not an Eligible Field.
- b) Notwithstanding anything to the contrary in Section 7.a, any otherwise Eligible Field for which: (i) an Enrolled Claimant has received payment from a crop insurance company for yield loss that was attributed to an Act of God; and (ii) the crop insurance company did not identify dicamba symptomology in the insurance records, is not an Eligible Field for purposes of a Benchmark Payment, but will be considered an Eligible Field for purposes of calculating a Default Payment amount pursuant to Section 17, Minimum Consideration.
 - i) Notwithstanding anything to the contrary in Section 7.b, if: (i) an Enrolled Claimant made a crop insurance claim on or before May 31 of a Damage Year on any Affected Field; (ii) the soybean crop on that Affected Field in that Damage Year was planted after the date of the crop insurance claim (according to FSA records); and (iii) the alleged dicamba symptomology on that Affected Field in that Damage Year occurred after the date of the crop insurance claim and soybean planting, then the Affected

Field in that Damage Year is an Eligible Field if the Enrolled Claimant provides sufficient Injury Records.

- ii) Notwithstanding anything to the contrary in Section 7.b, if an Enrolled Claimant submitted a crop insurance claim for an Affected Field in a Damage Year that divided the Field into claimed and non-claimed areas for purposes of applying crop insurance, then such claimed areas and non-claimed areas as noted by the insurance records will be treated separately, each as an Affected Field, each subject to its own Eligible Field determination.
 - iii) If for an otherwise Eligible Field: (i) an Enrolled Claimant received a payment from its crop insurer; (ii) the crop insurer identified herbicide symptomology caused by an auxin herbicide; and (iii) subsequent loss from herbicide symptomology was not insurable by federal crop insurance, then the Claims Administrator may allow a pro-rata portion (consistent with the amount of herbicide symptomology the crop insurance records indicate) of the Field Loss Payment related to such Eligible Field based on the facts and circumstances as part of the Claimant's Benchmark Payment.
- c) Notwithstanding anything to the contrary in the Agreement, the Claims Administrator must determine that an Enrolled Claimant's attestation regarding the source of dicamba symptomology for an Affected Field in a claimed Damage Year is accurate unless:
- i) an Administrative Agency Report specifically references another cause other than an over-the-top application of dicamba made by third parties to dicamba-tolerant soybeans or cotton, or both, as the likely cause of the symptomology in the Affected Field in the Damage Year;
 - ii) the Claimant is provided a reasonable opportunity to present additional evidence and argument regarding any inconsistency between the Administrative Agency Report and the attestation regarding the source of the symptomology; and
 - iii) the Claims Administrator reasonably determines, based on the totality of the evidence before it (and giving the Claimant the benefit of reasonable and appropriate inferences), that the Claimant's attestation is inaccurate as to the given Affected Field and Damage Year.

If all of the conditions of Sections 7.c.i-iii are met, then the Affected Field and Damage Year will not be an Eligible Field, regardless of any Injury Records submitted. The Claims Administrator may not consider Administrative Agency Reports for any other purpose. If any condition in Sections 7.c.i-iii is not met, then the Claims Administrator must determine whether an Affected Field and Damage Year is an Eligible Field by reference to the sufficiency (or insufficiency) of the Injury Records, and the Claims Administrator may not consult Administrative Agency Reports to negate Injury Records.

- d) For each Affected Field for each Damage Year, the Injury Records requirement will be satisfied by submission of one or more Category 1 documents or two or more Category 2 documents, as set forth in Sections 7.d.i and 7.d.ii.

- i) ***Category 1 Documents.*** One or more of the following records are sufficient to establish dicamba symptomology for an Affected Field for a Damage Year:
 - (1) an Administrative Agency Report sufficient to support a finding of dicamba symptomology in the Affected Field in the Damage Year;
 - (2) a report from an insurance adjuster or inspector sufficient to support a finding of dicamba symptomology in the Affected Field in the Damage Year;
 - (3) a report or similar contemporaneous writing from a cooperative extension agent or other University representative sufficient to support a finding of dicamba symptomology in the Affected Field in the Damage Year;
 - (4) a report or similar contemporaneous writing from a private agronomist or weed scientist sufficient to support a finding of dicamba symptomology in the Affected Field in the Damage Year; or
 - (5) a report, statement or admission of a present or former Monsanto or BASF employee who inspected the Affected Field indicating dicamba symptomology in the Affected Field in the Damage Year.
- ii) ***Category 2 Documents.*** Two or more of the following records are sufficient to establish dicamba symptomology for an Affected Field for a Damage Year:
 - (1) dated (where available) and authenticated photographs or videos sufficient to support a finding of dicamba symptomology in the Affected Field in the Damage Year;
 - (2) a complaint filed with a Federal or State agency, including the USDA, sufficient to support a finding of dicamba symptomology in the Affected Field in the Damage Year;
 - (3) a report or statement from a crop consultant or crop scout sufficient to support a finding of dicamba symptomology in the Affected Field in the Damage Year;
 - (4) a declaration of an applicator who sprayed the dicamba over the top of dicamba-tolerant soybean or cotton plants that produced dicamba symptomology in the Affected Field in the Damage Year;
 - (5) a retained expert's report sufficient to support a finding of dicamba symptomology in the Affected Field in the Damage Year;
 - (6) a declaration of the Claimant describing dicamba symptomology in the Affected Field in the Damage Year with a corroborating declaration from a disinterested third party either: (i) describing the dicamba symptomology in the Affected Field in the Damage Year; or (ii) otherwise confirming the symptomology or dicamba exposure in the Affected Field in the Damage Year, including by virtue of confirming that the Claimant made consistent, contemporaneous statements

regarding the existence of dicamba symptomology in the Affected Field in the Damage Year;

- (7) aerial or drone photography of sufficient quality to show dicamba symptomology in the Affected Field in the Damage Year;
 - (8) both: (i) any one Category 1 document or any two documents described in Sections 7.d.ii(1)-(7) related to a Field other than the Affected Field for which dicamba symptomology is being established, but within the same Farm Number as the Affected Field for which dicamba symptomology is being established, from the same Damage Year; and (ii) a declaration from the Claimant that dicamba symptomology similar to that reflected in (i) existed on the Affected Field for which Dicamba Injury is being established in the Damage Year; or
 - (9) documents that the Claims Administrator deems to have a similar level of reliability as documents described in Sections 7.d.i(1)-(5), 7.d.ii(1), 7.d.ii(2), 7.d.ii(3), or 7.d.ii(7) sufficient to support a finding of dicamba symptomology in the Affected Field in the Damage Year, which must be limited to documents created in the same growing season as the Damage Year by (1) Claimants in the ordinary course of farming operations or (2) disinterested third parties (other than any disinterested party providing a corroborating declaration under Section 7.d.ii(6)) who has received no compensation, directly or indirectly from: (i) Enrolling Counsel for the submitting Claimant; (ii) any member of the ECC; or (iii) the submitting Claimant or an Affiliated Claimant associated with the submitting Claimant relating to application of herbicides, crop scouting, litigation, or submission of a Process Claim.
- iii) A Claimant must provide sufficient information to the Claims Administrator to match proffered Injury Records to an Affected Field and Damage Year. The Claims Administrator may seek this information from a Claimant if the Claimant did not provide it as part of the Claims Package.
 - e) The Claims Administrator must make Eligible Field determinations on a priority basis for, first, Claimants listed on Schedule AA and, second, any Claimants whose Process Claims the Claims Administrator knows are or will be subject to audit procedures.

8. Yield Record Requirements. A Claimant must provide the Claims Administrator Yield Records in accordance with this Section 8, Yield Record Requirements, to the extent such documents exist.

- a) A Claimant must provide the Claims Administrator, if available, Actual Yield Data for each Affected Field for all Damage Years claimed for that Affected Field and at least three Non-Damage Years, which must consist of actual yield histories (“A-Yields”) for a Field and year as reported on the Claimant’s Insurance Records if A-Yields exist, except as provided in Section 10.c.i.
- i) If a Claimant cannot identify a Selected Benchmark Field for an Affected Field and Damage Year, then the Actual Yield Data required by Section 8.a for Non-Damage

Years must include the three Non-Damage Years for that Affected Field closest in time to the Damage Year.

- ii) If a Claimant identifies a Selected Benchmark Field for an Affected Field and Damage Year, then the Actual Yield Data required by Section 8.a for Non-Damage Years must include the three Non-Damage Years closest in time to the Damage Year in which both the Affected Field and the Selected Benchmark Field were planted to soybeans.
 - iii) If an Affected Field and Damage Year that were deemed an Eligible Field would not be subject to the Benchmark Field Methodology in accordance with Exhibit I, then the Claimant must produce Actual Yield Data for such Affected Field for at least the four Non-Damage Years closest in time to the Damage Year.
 - iv) Notwithstanding anything in Section 8.a, the absence of records reflecting Actual Yield Data for an Affected Field will not preclude a Claimant from recovering for an Eligible Field.
- b) A Claimant must provide the Claims Administrator, if available, Actual Yield Data for each Selected Benchmark Field for the corresponding Affected Field and Damage Year and at least three Non-Damage Years, which must consist of A-Yields if A-Yields exist, except as provided in Section 10.c.i.
- i) The Actual Yield Data required by Section 8.b must include the three Non-Damage Years closest in time to the Damage Year in which both the Affected Field and the Selected Benchmark Field were planted to soybeans. If the Claimant is identified on Schedule BB and seeks to recover a price premium based on the production of organic or non-GMO soybeans on the Affected Field to which the Selected Benchmark Field is being compared, then the Actual Yield Data required by Section 8.b must include the three Non-Damage Years closest in time to the Damage Year in which both the Affected Field and the Selected Benchmark Field were similarly situated with respect to the production of organic or non-GMO soybeans.
 - ii) Notwithstanding anything in Section 8.b, the absence of records reflecting Actual Yield Data for a Selected Benchmark Field will not preclude a Claimant from recovering for an Eligible Field.
- c) Claimants must provide each Yield Record described in Sections 8.a and 8.b to the Claims Administrator in its entirety, unredacted, unaltered, and as kept in the ordinary course. For example, a Claimant may not produce only three years of Actual Yield Data for Non-Damage Years on an Affected Field via a particular Yield Record if such Yield Record (in its entirety, unredacted, unaltered, and kept in the ordinary course) contains historical yields for more than three Non-Damage Years. Conversely, a Claimant is not required to produce more than three years of Actual Yield Data for Non-Damage Years on an Affected Field if the particular Yield Record(s) submitted in support of the Process Claim is/are maintained in (a) standalone document(s) in the ordinary course that do(es) not contain Actual Yield Data for additional Non-Damage Years.

- d) Claimants may provide the Claims Administrator Actual Yield Data for each Affected Field and Selected Benchmark for more than the minimum number of required Non-Damage Years, regardless of how a Claimant keeps Yield Records.
- e) For any Affected Fields and Benchmark Fields in any relevant year for which the required Actual Yield Data can be supplied by Insurance Records, the RMA and FSA Release will satisfy a Claimant's requirement to produce Actual Yield Data for such Field(s) and year(s) under this Section 8, Yield Record Requirements, subject to Section 11.b.v; provided, however, that the Claimant may affirmatively submit Insurance Records including A-Yields rather than rely exclusively on the RMA and FSA Release.
- f) A Claimant must provide sufficient information to the Claims Administrator to match Affected Fields and Benchmark Fields, and relevant years, to a Claimant's Yield Records reflecting Actual Yield Data. The Claims Administrator may seek this information from a Claimant if the Claimant did not provide it as part of the Claims Package.
 - i) As applied to records of Actual Yield Data that identify yields by groups of soybean Fields rather than by individual Field ("Group Yields"), a Claimant must provide the Claims Administrator information sufficient to identify which soybean Fields are included in the Group Yields.
 - (1) If all the soybean Fields included in Group Yields are: (i) contiguous; (ii) have the same irrigation status (i.e., either all are irrigated or all are non-irrigated); and (iii) collectively represent less than eighty Planted Soybean Acres, then the Group Yields are presumptively reasonable and the Claims Administrator will treat them the same as any other record of Actual Yield Data. If not all the soybean Fields included in the Group Yields are: (i) contiguous; (ii) have the same irrigation status (i.e., either all are irrigated or all are non-irrigated); and (iii) collectively represent less than eighty Planted Soybean Acres, then any Eligible Field for which the Yield Comparison Methodology must rely on the Group Yields will be subject to the Enhanced Review Process, in which the Claims Administrator and the Enhanced Review Panel may consider any explanation provided by the Claimant why the use of Group Yields is reasonable.
 - ii) If a Claims Package does not provide the Claims Administrator information sufficient to match a Claimant's records of Actual Yield Data to the corresponding Field and/or year, then the Claims Administrator must notify the Claimant and provide the Claimant thirty days to provide additional information. If, after that opportunity to provide additional information, the Claims Administrator still cannot match a Claimant's records of Actual Yield Data to the corresponding Field and/or year, then the Claims Administrator must consider that no Actual Yield Data exist for the Field and year at issue and determine whether to apply the Yield Comparison Methodology or Enhanced Review Process for an Eligible Field as otherwise set forth in this Agreement.
- g) For each Affected Field in a given Damage Year for which a Selected Benchmark Field can be identified, the Claimant must submit a Form FSA 578, if any, for the Affected

Field for all years between: (i) the earliest-in-time Non-Damage Year of the three Non-Damage Years closest in time to the Damage Year in which both the Affected Field and the Selected Benchmark Field were planted to soybeans; and (ii) the later of the Damage Year or the latest-in-time Non-Damage Year of the three Non-Damage Years closest in time to the Damage Year in which both the Affected Field and the Selected Benchmark Field were planted to soybeans. For each Affected Field in a given Damage Year for which a Selected Benchmark Field cannot be identified, the Claimant must submit a Form FSA 578, if any, for all years between: (i) the earliest-in-time Non-Damage Year of the three Non-Damage Years closest in time to the Damage Year; and (ii) the later of the Damage Year or the latest-in-time Non-Damage Year of the three Non-Damage Years closest in time to the Damage Year.

- i) If a Form FSA 578 required by Section 8.g does not exist for an Affected Field and year, then the Claimant must produce Form FSA 578-Type Documents for such Field and year if such documents exist.
 - ii) If a Form FSA 578 required by Section 8.g does not exist for an Affected Field and year and no Form FSA 578-Type Document exists for such Field and year, then the Claimant must so certify as part of the Claim Form and must attest to the Claimant's Interest and the Interests of all associated Affiliated Claimants for the Affected Field and year.
- h) For each Affected Field and Damage Year for which a Selected Benchmark Field can be identified, the Claimant must submit a Form FSA 578, if any, for all Fields meeting the Benchmark Proximity Requirements in which the Claimant holds an Interest for all years between: (i) the earliest-in-time Non-Damage Year of the three Non-Damage Years closest in time to the Damage Year in which both the Affected Field and the Selected Benchmark Field were planted to soybeans; and (ii) the later of the Damage Year or the latest-in-time Non-Damage Year of the three Non-Damage Years closest in time to the Damage Year in which both the Affected Field and the Selected Benchmark Field were planted to soybeans. For each Affected Field and Damage Year for which a Selected Benchmark Field cannot be identified, the Claimant must submit a Form FSA 578, if any, for all Fields meeting the Benchmark Proximity Requirements in which the Claimant holds an Interest for all years between: (i) the earliest-in-time Non-Damage Year of the three Non-Damage Years closest in time to the Damage Year; and (ii) the later of the Damage Year or the latest-in-time Non-Damage Year of the three Non-Damage Years closest in time to the Damage Year.
- i) If a Form FSA 578 required by Section 8.h does not exist for any Field meeting the Benchmark Proximity Requirements in any year, then the Claimant must produce Form FSA 578-Type Documents for such Field and year if such documents exist.
 - ii) If a Form FSA 578 required by Section 8.h does not exist for any Field meeting the Benchmark Proximity Requirements in any year and no Form FSA 578-Type Document exists for such Field and year, then the Claimant must so certify as part of the Claim Form and must attest to the Claimant's Interest and the Interests of all

associated Affiliated Claimants for any Field meeting the Benchmark Proximity Requirements.

9. Benchmark Selection Process. Once a Claimant is deemed an Enrolled Claimant, on a rolling basis and as soon as is reasonably practicable, the Claims Administrator must determine whether to accept the Selected Benchmark Fields of Enrolled Claimants.

- a) For each Affected Field in each Damage Year, if any Field meets the Minimum Benchmark Criteria, then the Claimant must select one such Field as a Selected Benchmark Field, unless the Claimant certifies that no such Field meets the Benchmark Similarity Requirement. If the Claimant provides a qualifying reason for no such Field meeting the Benchmark Similarity Requirement supported by documents, then the Claims Administrator shall disregard any such Field otherwise meeting the Minimum Benchmark Criteria. If the Claimant provides a non-qualifying reason for no such Field meeting the Benchmark Similarity Requirement, the Affected Field in the Damage Year will be subject to the Enhanced Review Process as set forth in Section 13.c.v and Exhibit J.
- i) Qualifying reasons for a Claimant to certify that no Field meeting the Minimum Benchmark Criteria meets the Benchmark Similarity Requirement are limited to:
 - (1) the Affected Field and each Field meeting the Minimum Benchmark Criteria for such Affected Field do not have the same irrigation status (i.e., one is irrigated and one is non-irrigated) in the Damage Year or in any of the three Non-Damage Years closest in time to the Damage Year in which both the Affected Field and the Field meeting the Minimum Benchmark Criteria were planted to soybeans, as reflected in the relevant Forms FSA 578;
 - (2) the Affected Field is five or fewer Planted Soybean Acres, as reflected in the relevant Form FSA 578, and the Claimant explains why the size differential between the Affected Field and each Field meeting the Minimum Benchmark Criteria for such Affected Field negates the Benchmark Similarity Requirement;
 - (3) the Affected Field and each Field meeting the Minimum Benchmark Criteria for such Affected Field were planted twenty-one or more days apart in the Damage Year or in any of the three Non-Damage Years closest in time to the Damage Year in which both the Affected Field and the Field meeting the Minimum Benchmark Criteria were planted to soybeans, as reflected in the relevant Forms FSA 578; or
 - (4) the Affected Field or each Field meeting the Minimum Benchmark Criteria for such Affected Field, but not both, suffered yield loss that was attributed to an Act of God in the Damage Year or in any of the three Non-Damage Years closest in time to the Damage Year in which both the Affected Field and the Field meeting the Minimum Benchmark Criteria were planted to soybeans, and the yield in the year of loss was at least twenty-five percent (25%) less than the APH (Actual

Production History) of such Field, as reflected in records of the Claimant's crop insurer.

- b) The Claims Administrator will verify that each Selected Benchmark Field complies with the Minimum Benchmark Criteria as relates to the corresponding Affected Field and Damage Year. The Claims Administrator may reject a Selected Benchmark Field only if it does not comply with the Minimum Benchmark Criteria.
- c) If for any Affected Field for a given Damage Year, no Field meets the Minimum Benchmark Criteria, then the Claimant must so certify.
 - i) If for any Claimant identified on Schedule BB who seeks to recover a price premium based on the production of organic or non-GMO soybeans on an Affected Field in a given Damage Year, the Claimant asserts that no Field meets the Minimum Benchmark Criteria for the Affected Field and Damage Year based solely on the requirement that a Benchmark Field must match the Affected Field with respect to the production of organic or non-GMO soybeans, as applicable, in the Damage Year and at least three Non-Damage Years, then a certification under Section 9.c must be in the form of an attestation submitted under penalty of perjury and accompanied by documents the Claimant believes support such assertion, if any. Such attestation is subject to verification by the Claims Administrator.
 - ii) The Claims Administrator must confirm the lack of any Field meeting the Minimum Benchmark Criteria for an Affected Field in a given Damage Year based on the information available to the Claims Administrator as part of the Claims Package, including data obtained using the RMA and FSA Release; provided, however, that the Claims Administrator may not delay the review of a Process Claim to wait for RMA or FSA data for this purpose if a Claimant has supplied the requisite Forms FSA 578 for the Affected Field and any Fields meeting the Benchmark Proximity Requirements.
- d) By selecting a Field as a Selected Benchmark Field, a Claimant certifies that, in the Claimant's judgment, the Selected Benchmark Field satisfies the Benchmark Similarity Requirement for the corresponding Affected Field and Damage Year.
 - i) The same Benchmark Field may be selected and accepted for a single Affected Field and Damage Year, or for multiple Affected Fields and/or Damage Years.
- e) For any Selected Benchmark Field meeting the Minimum Benchmark Criteria, the Claims Administrator must determine whether the Field is presumptively reasonable with respect to an Affected Field in a given Damage Year as follows:
 - (1) If a Selected Benchmark Field: (i) meets the Minimum Benchmark Criteria; and (ii) is within the same Farm Number and Tract Number as the Affected Field, then the Selected Benchmark Field is presumptively reasonable.
 - (2) If no Field in the same Farm Number and Tract Number as the Affected Field meets the Minimum Benchmark Criteria for the given Damage Year and a

Selected Benchmark Field: (i) meets the Minimum Benchmark Criteria; and (ii) is within the same Farm Number as the Affected Field, then the Selected Benchmark Field is presumptively reasonable.

- (3) If no Field in the same Farm Number as the Affected Field meets the Minimum Benchmark Criteria for the given Damage Year, and a Selected Benchmark Field: (i) meets the Minimum Benchmark Criteria; and (ii) is within the same township and range as the Affected Field, as specified by the United States Public Land Survey System, or for Fields located in a region not included in the Public Land Survey System, the same county, then the Selected Benchmark Field is presumptively reasonable.
- i) If, as to any Affected Field in a given Damage Year, the Selected Benchmark Field meeting the Minimum Benchmark Criteria is presumptively reasonable under Sections 9.e(1)-(3), then the Field is a Benchmark Field with respect to the Affected Field and Damage Year.
- ii) If, as to any Affected Field in a given Damage Year, the Selected Benchmark Field meeting the Minimum Benchmark Criteria is not presumptively reasonable under Sections 9.e(1)-(3), then the Claimant must provide the Claim Administrator an explanation why the Claimant believes it is reasonable to use such Selected Benchmark Field.
- iii) Any Field that meets the Minimum Benchmark Criteria but the Claimant certifies does not meet the Benchmark Similarity Requirement for a qualifying reason as set forth in Section 9.a.i, supported by the documents required therein, must be disregarded as a potential Benchmark Field for purposes of determining whether a Selected Benchmark Field is presumptively reasonable under Sections 9.e(1)-(3).
- f) The Claims Administrator must make Benchmark Field determinations on a priority basis for, first, Claimants listed on Schedule AA and, second, any Claimants whose Process Claims the Claims Administrator knows are or will be subject to audit procedures.

10. Determination of Actual Yield Data. Once a Claimant is deemed an Enrolled Claimant, on a rolling basis and as soon as is reasonably practicable, the Claims Administrator must determine for each Eligible Field a yield for the Affected Field and Benchmark Field (determined in accordance with Section 9, Benchmark Selection Process) in each Damage Year and each Non-Damage Year, up to ten years, for which records reflecting Actual Yield Data are available.

- a) Records reflecting Actual Yield Data are available to the Claims Administrator if they:
- (1) have been provided directly by the Claimant as part of its Claims Package;
- (2) as to records reflecting A-Yields only, if they were provided by the RMA pursuant to the Claimant's RMA and FSA Release; or

- (3) as to records reflecting A-Yields only, if they are part of the documents accompanying the Claimant's PFS, if any.
- b) For purposes of the Yield Comparison Methodology, yields will be drawn from Actual Yield Data, under the standards set forth in this Section 10, Determination of Actual Yield Data, and subject to Exhibit I. The Claims Administrator and Enhanced Review Panel may also use Actual Yield Data as part of the Enhanced Review Process, subject to Exhibit J.
- c) Actual Yield Data are an Enrolled Claimant's A-Yields for a Field and year if such A-Yields are available for that Field in that year.
- i) Notwithstanding anything in Section 10.c, if a Claimant certifies that A-Yields are not the most accurate reflection of actual yields on a given Field in a given year, then the Claimant may present calibrated yield monitor records as the proposed records for determining Actual Yield Data.
- (1) A Claimant making a certification under Section 10.c.i must provide (as to each yield monitor, Field, and/or year at issue, as applicable) the following as part of its certification:
- (a) the Affected Field(s) and Damage Year(s) for which the Claimant is seeking to rely on yield monitor data rather than A-Yields;
 - (b) the manufacturer and brand of the combine (if the yield monitor is included as a feature of the combine) and/or yield monitor(s) used, and the model number or sufficient information to establish the model number to the extent available;
 - (c) the approximate date(s) of purchase of the yield monitor(s) used;
 - (d) the approximate date(s) of harvest;
 - (e) the approximate date(s) the mass flow sensor was last calibrated before harvest;
 - (f) the name(s) of the individual(s) who physically performed the last mass flow sensor calibration before harvest;
 - (g) the approximate date(s) the moisture sensor was last calibrated before harvest;
 - (h) the name(s) of the individual(s) who physically performed the last moisture sensor calibration before harvest;
 - (i) a copy of the yield monitor operation manual(s) if available;
 - (j) an attestation that the manual instructions for calibration were followed;

- (k) an attestation that any lag time settings and header position settings were properly and reasonably set, and the header cut width was properly programmed;
 - (l) an attestation that the yield monitor had received any available software or firmware updates that were necessary for proper yield measurement; and
 - (m) an explanation as to why the Claimant believes that yield monitor data should be used in lieu of A-Yields.
- (2) If, as to any yield monitor for which Claimant is providing a certification, the yield monitor was used on all Fields in a given year for which Claimant is seeking to use calibrated yield monitor data in lieu of A-Yields, the certification required by Section 10.c.i(1) need not include the information called for in Section 10.c.i(1)(k) or Section 10.c.i(1)(l) for that yield monitor in that year.
- (3) Notwithstanding anything in Section 10.c.i(1), if the yield monitor was professionally calibrated in the twelve months prior to the harvest of the Field(s) at issue, then as an alternative to the certification under Section 10.c.i(1), the Claimant may submit: (i) the Affected Field(s) and Damage Year(s) for which the Claimant is seeking to rely on yield monitor data rather than A-Yields; (ii) the approximate date(s) of harvest; and (iii) records reflecting the last professional calibration before harvest.
- (4) If an Enrolled Claimant made a certification under Section 10.c.i(1), then the Claims Administrator must consult an independent third-party expert as to whether the yield monitor was “Reasonably Calibrated,” as defined in Section 10.c.i(4)(a) below. The Claims Administrator must select an independent third-party expert, with the advice and input of Monsanto and the ECC, to assist in determining whether a yield monitor was Reasonably Calibrated.
- (a) Reasonably Calibrated means that as of the date of harvest:
 - (i) the mass flow sensors on the yield monitor estimated mass flow within a reasonable margin of error at all flow rates; and
 - (ii) the moisture sensor estimated moisture within a reasonable margin of error.
 - (b) If the independent third-party expert determines that the yield monitor used to harvest the Field in the year at issue was calibrated by a representative of the manufacturer or distributor of the yield monitor, or other qualified professional, within twelve months prior to the harvest of the Field in the year at issue, then the yield monitor will be deemed Reasonably Calibrated.
 - (c) If the yield monitor is not deemed Reasonably Calibrated in accordance with Section 10.c.i(4)(b), then the independent third-party expert will review an

Enrolled Claimant's certification under 10.c.i(1) to determine whether the yield monitor was Reasonably Calibrated.

- (i) If the independent third-party expert does not conclude that the yield monitor(s) was/were Reasonably Calibrated based on a review of the Enrolled Claimant's certification, then the independent third-party expert may request additional information from the Enrolled Claimant, through Enrolled Claimant's counsel if represented, limited to:
 - 1. any documents reflecting the calibration process and measurements, including scale tickets, records of calibration loads, the mass flow sensor output for the yield monitor, a printout of the settings on the yield monitor at harvest, and software update records; and
 - 2. an interview of the Enrolled Claimant regarding the content of the Enrolled Claimant's certification pursuant to Section 10.c.i(1).
- (5) The Enrolled Claimant must cooperate with any request for additional information from the independent third-party expert pursuant to Section 10.c.i(4)(c).
- ii) Any Eligible Field for which the Enrolled Claimant provides a certification under Section 10.c.i(1) is subject to the Enhanced Review Process, and the Claim Administrator's determination, in consultation with an independent third-party expert, whether the yield monitor(s) at issue was/were Reasonably Calibrated will be provided to the Enhanced Review Panel.
- d) If no A-Yields are available from Insurance Records for a given Field in a given year, then the Claims Administrator must draw Actual Yield Data from Reasonably Calibrated-yield-monitor data, if available.
 - i) A Claimant submitting yield records under Section 10.d must provide the following as part of its submission:
 - (1) the manufacturer and brand of the combine (if the yield monitor is included as a feature of the combine) and/or yield monitor(s) used, and the model number or sufficient information to establish the model number to the extent available;
 - (2) the approximate date(s) of harvest; and
 - (3) an attestation that the manual instructions for calibration were followed or records reflecting the last professional calibration before harvest.
 - ii) If an Enrolled Claimant made a submission under Section 10.d then the Claims Administrator must consult an independent third-party expert as to whether the yield monitor was Reasonably Calibrated.
 - (1) If the independent third-party expert determines that the yield monitor used to harvest the Field in the year at issue was calibrated by a representative of the

manufacturer or distributor of the yield monitor, or other qualified professional, within twelve months prior to the harvest of the Field in the year at issue, then the yield monitor will be deemed Reasonably Calibrated.

- (2) If the yield monitor at issue is not deemed Reasonably Calibrated in accordance with Section 10.d.ii(1), then the independent third-party expert will review any submission provided pursuant to Section 10.d.i to determine whether the yield monitor was more likely than not Reasonably Calibrated. If the independent third-party expert concludes that the yield monitor at issue was not more likely than not Reasonably Calibrated, then the Claims Administrator must treat the Field in the year at issue as if no A-Yields from Insurance Records or Reasonably-Calibrated-yield-monitor data are available, as otherwise set forth in this Agreement.
- e) If no A-Yields from Insurance Records or Reasonably-Calibrated-yield-monitor data are available for the Field and year at issue, then the Claims Administrator may draw Actual Yield Data from other records: (i) maintained by the Claimant; (ii) created in the year in question; and (iii) having similar and sufficient indicia of reliability as A-Yields or Reasonably-Calibrated-yield-monitor records, as determined by the Claims Administrator.
- f) The Claims Administrator must make determinations of Actual Yield Data on a priority basis for, first, Claimants listed on Schedule AA and, second, any Claimants whose Process Claims the Claims Administrator knows are or will be subject to audit procedures.

11. Notice of Field Review Status. For each Enrolled Claimant, the Claims Administrator must: (i) evaluate the Complete Claims Package to determine whether all Affected Fields and Damage Years qualify as Eligible Fields, what Actual Yield Data exists, and what methodology must be applied to determine yield loss, if any, on each Eligible Field; and (ii) advise each Enrolled Claimant the status of this evaluation by sending a Notice of Field Review Status.

- a) The Claims Administrator must evaluate whether all Affected Fields and Damage Years qualify as Eligible Fields based on the information provided in the Enrolled Claimant's Claims Package, without delay.
- b) The Claims Administrator must determine what Actual Yield Data are available to it and which methodology to apply to determine yield loss, if any, on each Eligible Field as follows:
- i) If a Claimant certifies on the Claim Form that none of the Affected Fields and Selected Benchmark Fields have A-Yields in any relevant year, then for such Claimant the Claims Administrator must, as soon as reasonably practicable, determine yields under Section 10, Determination of Actual Yield Data, send a Notice of Field Review Status under Section 11, Notice of Field Review Status, and after an opportunity to cure calculate a Claim Amount and send a Notice of Claim Amount

under Section 18, Notice of Claim Amount, without any delay to wait to obtain A-Yields from the RMA pursuant to the Claimant's RMA and FSA Release.

- (1) If A-Yields for such Claimant are obtained from the RMA pursuant to an RMA and FSA Release after the Notice of Claim Amount and during the Audit Period, then they shall become part of the Claimant's Claims Package and be used to recalculate a Claim Amount under the Agreement, and the Process Claim of such Claimant shall be subject to audit procedures under Section 21, Audit Procedures.
- ii) If a Claimant directly provides as part of its Claims Package records reflecting A-Yields for at least eight years for every Eligible Field and corresponding Selected Benchmark Field, including every Damage Year (or such records are available from documents accompanying the Claimant's PFS), then the Claims Administrator must, as soon as reasonably practicable, determine yields under Section 10, Determination of Actual Yield Data, send a Notice of Field Review Status under Section 11, Notice of Field Review Status, and after an opportunity to cure calculate a Claim Amount and send a Notice of Claim Amount under Section 18, Notice of Claim Amount, without any delay to wait to obtain A-Yields from the RMA pursuant to the Claimant's RMA and FSA Release.
 - (1) If additional A-Yields for such Claimant are obtained from the RMA pursuant to an RMA and FSA Release after the Notice of Claim Amount and during the Audit Period, then they must become part of the Claimant's Claims Package and may be used: (i) as part of an audit if the Process Claim is otherwise subject to audit procedures; and (ii) to perform a reasonableness check under Section 21.h.
- iii) If a Claimant is not subject to Section 11.b.ii, and if the Claimant directly provides as part of its Claims Package records reflecting A-Yields for every Eligible Field and corresponding Selected Benchmark Field for the Damage Year and at least three Non-Damage Years (or such records are available from documents accompanying the Claimant's PFS), then the Claims Administrator must, as soon as reasonably practicable, determine yields under Section 10, Determination of Actual Yield Data, and send a Notice of Field Review Status under Section 11, Notice of Field Review Status. The Claims Administrator, however, may not calculate the Claimant's Claim Amount and send a Notice of Claim Amount under Section 18, Notice of Claim Amount, until forty-five days after the date that the Claims Administrator requested information from the RMA pursuant to a Claimant's RMA and FSA Release, unless the requested information is obtained earlier.
 - (1) If additional A-Yields for such Claimant are obtained from the RMA pursuant to an RMA and FSA Release after the Notice of Claim Amount and during the Audit Period, then they shall become part of the Claimant's Claims Package and may be used: (i) as part of an audit if the Process Claim is otherwise subject to audit procedures; and (ii) to perform a reasonableness check under Section 21.h.
- iv) If a Claimant is not subject to Section 11.b.ii or Section 11.b.iii, and if the Claimant directly provides as part of its Claims Package records reflecting A-Yields for every

Eligible Field either: (i) for the Eligible Field and corresponding Selected Benchmark Field for the Damage Year and at least three Non-Damage Years; or (ii) if no Benchmark Field exists, for the Damage Year and at least four Non-Damage Years, (or such records are available from documents accompanying the Claimant's PFS), then the Claims Administrator may not proceed to determine yields under Section 10, Determination of Actual Yield Data, send a Notice of Field Review Status under Section 11, Notice of Field Review Status, or after an opportunity to cure calculate a Claim Amount and send a Notice of Claim Amount under Section 18, Notice of Claim Amount, until sixty days after the date that the Claims Administrator requested information from the RMA pursuant to a Claimant's RMA and FSA release, unless the requested information is obtained earlier.

- (1) If additional A-Yields for such Claimant are obtained from the RMA pursuant to an RMA and FSA Release after the Notice of Claim Amount and during the Audit Period, then they must become part of the Claimant's Claims Package and may be used: (i) as part of an audit if the Process Claim is otherwise subject to audit procedures; and (ii) to perform a reasonableness check under Section 21.h.
- v) If the Claimant does not directly provide as part of its Claims Package records that would allow application of the Yield Comparison Methodology based on A-Yields for all Eligible Fields, then (unless: (i) such records are available from documents accompanying the Claimant's PFS; or (ii) the Claimant certifies as part of the Claim Form as to every Affected Field and Selected Benchmark Field, in all relevant years, that no A-Yields exist) the Claims Administrator may not proceed to determine yields under Section 10, Determination of Actual Yield Data, send a Notice of Field Review Status under Section 11, Notice of Field Review Status, and after an opportunity to cure calculate a Claim Amount and send a Notice of Claim Amount under Section 18, Notice of Claim Amount, until the requested information is obtained. If seventy-five days after the date that the Claims Administrator requested information from the RMA pursuant to the Claimant's RMA and FSA Release, the Claims Administrator still has not received such information, then the Claims Administrator must send the Claimant a Notice of RMA Insurance Record Delay advising the Claimant that insufficient records have been obtained by the Claims Administrator to apply the Yield Comparison Methodology to all Eligible Fields based on Actual Yield Data determined from A-Yields.
- (1) Within fifteen Business Days after the date of a Notice of RMA Insurance Record Delay, a Claimant must: (i) directly provide the Claims Administrator records reflecting A-Yields for all Affected Fields and Benchmark Fields as required under Sections 8.a and 8.b; or (ii) certify under penalty of perjury that, despite a reasonable and good-faith effort, the Claimant was unable to obtain and submit records reflecting A-Yields as required under Sections 8.a and 8.b.
 - (a) If the Claimant directly provides the records for all Affected Fields and Benchmark Fields required by Sections 8.a and 8.b within fifteen Business Days after the date of a Notice of RMA Insurance Record Delay, then the Claims Administrator must without delay proceed to determine yields under

Section 10, Determination of Actual Yield Data, send a Notice of Field Review Status under Section 11, Notice of Field Review Status. The Claims Administrator must thereafter calculate a Claim Amount and send a Notice of Claim Amount under Section 18, Notice of Claim Amount.

(b) If the Claimant timely certifies under penalty of perjury that, despite a reasonable and good-faith effort, the Claimant was unable to obtain and submit records reflecting A-Yields as required under Sections 8.a and 8.b, then also within fifteen Business Days after the date of a Notice of RMA Insurance Record Delay the Claimant may submit other Actual Yield Data as provided in Section 8, Yield Record Requirements, and the Claims Administrator must then immediately proceed to determine yields under Section 10, Determination of Actual Yield Data, and send a Notice of Field Review Status under Section 11, Notice of Field Review Status; provided, however, that the Claimant will not have any additional opportunity to cure with respect to records reflecting yield data. The Claims Administrator must thereafter calculate a Claim Amount and send a Notice of Claim Amount under Section 18, Notice of Claim Amount.

(2) Notwithstanding anything else in the Agreement, if additional A-Yields for such Claimant are later obtained from the RMA pursuant to an RMA and FSA Release after the Notice of Claim Amount and during the Audit Period, then they shall become part of Claimant's Claims Package and the Claims Administrator must use them to re-calculate the Claimant's Claim Amount for any Eligible Fields which were already subject to the Yield Comparison Methodology.

vi) The Claims Administrator must send a Follow-Up Notice of Claim Amount to any Claimant whose Claim Amount is re-calculated under Sections 11.b.v.

vii) If any of the A-Yields obtained from the RMA contradict any records reflecting A-Yields provided directly by the Claimant, then the Process Claim shall be subject to audit procedures under Section 21, Audit Procedures.

c) Notwithstanding anything in Section 11.b, for any Affected Field and Damage Year that the Claims Administrator determines is an Eligible Field and for which a Claimant identified on Schedule BB seeks to recover a price premium, prior to sending a Notice of Field Review Status, the Claims Administrator must determine whether the Claimant has submitted the types of records necessary to provide the Enhanced Review Panel a basis to evaluate whether the Claimant has established an entitlement to a price premium and a reasonable quantification of the price premium. If, after an opportunity to cure in accordance with Section 11.g, the Claimant has not submitted the types of records necessary to provide the Enhanced Review Panel a basis to evaluate whether the Claimant has established an entitlement to a price premium for any Eligible Field on which the Claimant seeks a price premium, then Eligible Field will be treated as otherwise provided for in this Agreement, without regard to the Claimant's asserted entitlement to a price premium.

- i) For any Affected Field and Damage Year that the Claims Administrator determines is an Eligible Field and for which a Claimant identified on Schedule BB seeks to recover a price premium based on the production of organic or non-GMO soybeans, prior to sending a Notice of Field Review Status, the Claims Administrator must also determine whether the Claimant has submitted: (i) records to establish that the Affected Field in the comparative Non-Damage Years was similarly situated with respect to the production of organic or non-GMO soybeans, as applicable, as the Affected Field in the Damage Year; and (ii) records, or if no records exist, an attestation submitted under penalty of perjury, to establish that the Selected Benchmark Field was similarly situated with respect to the production of organic or non-GMO soybeans, as applicable, in both the Damage Year and at least three Non-Damage Years as the Affected Field. Any attestation submitted is subject to verification by the Claims Administrator.
- ii) A Claimant submits sufficient records to establish entitlement to a price premium if:
 - (1) as to an Eligible Field that was a seed production Field, the Claimant produces a production contract that can be matched to the Eligible Field by:
 - (a) information on the face of the production contract or a related sales receipt; or
 - (b) if no such documentary matching information exists, an attestation by the Claimant under penalty of perjury matching the production contract to the Eligible Field that is subject to verification by the Claims Administrator;
 - (2) as to an Eligible Field that produced organic soybeans, the Claimant produces an organic certification by a USDA-accredited certifying agent can be matched to the Eligible Field; or
 - (3) as to an Eligible Field that produced non-GMO soybeans, the Claimant produces seed receipts for enough non-GMO soybean seed to plant the Eligible Field and a statement under penalty of perjury that the non-GMO seed identified in the seed receipts was used to plant the Eligible Field.
- iii) A Claimant submits sufficient records to reasonably quantify the price premium to which it is entitled if the Claimant submits:
 - (1) as to an Eligible Field that was a seed production Field, (i) a production contract providing an established price or a per bushel premium; or (ii) if the production contract provides for a range of prices (e.g., based on moisture content), the contract and the corresponding sales receipt with information sufficient to identify the price and/or price premium paid per bushel, which in either case can be matched to the Eligible Field by:
 - (a) information on the face of the production contract or sales receipt; or

- (b) if no such documentary matching information exists, an attestation by the Claimant under penalty of perjury matching the production contract to the Eligible Field that is subject to verification by the Claims Administrator; or
- (2) as to an Eligible Field that produced organic or non-GMO soybeans, receipts evidencing the sale of organic or non-GMO soybeans to a purchaser or, if no receipts are available, a contract for sale of organic or non-GMO soybeans, with information sufficient to identify the price and/or price premium paid per bushel and, if the receipts or contract cannot on their face be matched to the Eligible Field, an attestation under penalty of perjury matching the receipts or contract to the Eligible Field.
- iv) A Claimant submits sufficient records to establish that a certain Field in a certain year is similarly situated to the Affected Field in the Damage Year with respect to the production of organic or non-GMO soybeans, as applicable, if the Claimant submits:
 - (1) as to an Eligible Field that produced organic soybeans, an organic certification by a USDA-accredited certifying agent that can be matched to: (i) the Affected Field in a comparative Non-Damage Year; or (ii) the Benchmark Field in the Damage Year or relevant Non-Damage Year; or
 - (2) as to an Eligible Field that produced non-GMO soybeans:
 - (a) seed receipts for enough non-GMO soybean seed to plant: (i) the Affected Field in a comparative Non-Damage Year; (ii) the Benchmark Field in a comparative Non-Damage Year; or (iii) the Affected Field and the Benchmark Field in the Damage Year; and
 - (b) a statement under penalty of perjury that the non-GMO seed identified in the seed receipts was used to plant the Affected Field or Benchmark Field, as applicable, in the year in question.
- d) A Notice of Field Review Status will not be delayed to wait for the receipt of records from the FSA requested pursuant to an RMA and FSA Release.
- e) Regardless whether a Notice of Field Review Status is delayed to wait for records from the RMA, the Claims Administrator will use any RMA or FSA records that the Claims Administrator has received pursuant to the RMA and FSA Release in determining the contents of a Notice of Field Review Status and, thereafter, in applying the Yield Comparison Methodology or the Enhanced Review Process and an Enrolled Claimant's Crop Share, including any additional years of Actual Yield Data obtained.
- f) A Notice of Field Review Status must include the following information:
 - i) whether any Affected Field or Selected Benchmark Field has an invalid Farm, Field, or Tract Number, or is otherwise unidentifiable by the Claims Administrator for purposes of matching Injury Record or Yield Records;

- ii) whether the Claimant's attestation regarding any Affected Field was deemed inaccurate pursuant to Section 7.c;
 - iii) for each claimed Affected Field and Damage Year, whether the Injury Records were determined to be sufficient to support a finding of dicamba symptomology;
 - iv) whether each Selected Benchmark Field qualified as a Benchmark Field and was presumptively reasonable for the Affected Field(s) in the given Damage Year(s) for which it was claimed;
 - v) whether for each Eligible Field sufficient Yield Records for the Affected Field and Selected Benchmark Field are available to apply the Benchmark Field Methodology or the County Average Methodology, or whether for any reason allowed under this Agreement the Claims Administrator has determined that the Enhanced Review Process applies and the basis for such determination;
 - vi) whether for each Eligible Field sufficient records exist to calculate the Enrolled Claimant's Crop Share;
 - vii) whether any of the Enrolled Claimant's Eligible Fields represent Duplicative Claims based on the information that the Claims Administrator has available to it at the time of the Notice of Field Review Status;
 - viii) if the Enrolled Claimant has relied on yield monitor data, whether the Enrolled Claimant's yield monitors have been found to be Reasonably Calibrated; and
 - ix) for any Eligible Field for which a Claimant identified on Schedule BB seeks to recover a price premium, whether the Claimant has submitted the documents required by Section 11.c.
- g) The Claims Administrator must include in the Notice of Field Review Status an explanation of the Enrolled Claimant's right to cure in response to a Notice of Field Review Status. An Enrolled Claimant receiving a Notice of Field Review Status will have forty-five days after the Notice of Field Review Status to correct or amend with the following information in order to cure any deficiencies identified in the Notice:
- i) information by which to properly identify a Field and/or match it to Injury Records or Yield Records;
 - ii) supplemental Injury Records;
 - iii) supplemental Yield Records and/or information to support the use of already-submitted Yield Records;
 - iv) information by which to calculate an Enrolled Claimant's Crop Share;
 - v) information by which to qualify a Selected Benchmark Field as a Benchmark Field and/or to establish whether it is presumptively reasonable;

vi) information to support a finding that a yield monitor was Reasonably Calibrated; and

vii) for any Eligible Field for which a Claimant identified on Schedule BB asserts an entitlement to a price premium, documents to satisfy the requirements of Section 11.c.

h) The Claims Administrator must include in the Notice of Field Review Status an explanation of the Enrolled Claimant's rights and requirements to supplement Yield Records relating to any Eligible Field that is subject to the Enhanced Review Process, depending on the nature of the Enhanced Review Process.

i) For any Eligible Field subject to the Enhanced Review Process pursuant to Section 13.c.ii or Section 13.c.v, the Enrolled Claimant must within forty-five days after the Notice of Field Review Status submit to the Claims Administrator A-Yields for the Affected Field and all Fields meeting the Minimum Benchmark Criteria for the Affected Field for all years that are available, and not already in the Claims Package, up to ten years. If A-Yields up to ten years are not available, then the Enrolled Claimant must within forty-five days after the Notice of Field Review Status submit to the Claims Administrator calibrated yield monitor data for the Affected Field and any Field meeting the Minimum Benchmark Criteria, to the extent available, for those Fields and years for which A-Yields do not exist.

ii) For any Eligible Field subject to the Enhanced Review Process pursuant to Sections 13.c.i, 13.c.iii, 13.c.iv, 13.c.vi, 13.c.vii or 13.c.viii (and not also pursuant to Section 13.c.ii or Section 13.c.v) no additional yield data records are required to be submitted unless the Enhanced Review Panel determines that the Eligible Field is subject to a broader review in accordance with Section 3 of Exhibit J. If the Enhanced Review Panel determines that the Eligible Field is subject to a broader review in accordance with Section 3 of Exhibit J, then the Claims Administrator must promptly send the Enrolled Claimant a Follow-Up Notice of Field Review Status and the Enrolled Claimant must within forty-five days after the Follow-Up Notice of Field Review Status produce the additional yield records described in Section 11.h.i with respect to the Affected Field and any Field meeting the Minimum Benchmark Criteria.

iii) For any Eligible Field subject to the Enhanced Review Process, an Enrolled Claimant may within forty-five days after the Notice of Field Review Status submit to the Claims Administrator any yield data records for the Affected Field and any Field meeting the Benchmark Proximity Requirements not already required by Section 11.h.i or Section 11.h.ii, as applicable, that the Claimant wishes to submit.

iv) For any Eligible Field subject to the Enhanced Review Process, an Enrolled Claimant may within forty-five days after the Notice of Field Review Status or Follow-Up Notice of Field Review Status, as applicable, elect to assign the Eligible Field a value of zero for the Field Loss Payment and forego the Enhanced Review Process. If the Enrolled Claimant timely elects a value of zero for the Field Loss Payment, then notwithstanding anything in Section 11.h.i or Section 11.h.ii the Enrolled Claimant is

exempt from any requirement to provide the supplemental data required by those Sections. An Eligible Field as to which an Enrolled Claimant has timely elected a zero Field Loss Payment will be included in calculating an Enrolled Claimant's aggregate Minimum Consideration.

- i) The Claims Administrator must include in the Notice of Field Review Status an explanation of the Duplicative Claim procedures that apply, if any.
- j) In further assessing whether an Affected Field and Damage Year is an Eligible Field, whether a Selected Benchmark Field qualifies as a Benchmark Field, whether to apply the Benchmark Field Methodology, County Average Methodology, or the Enhanced Review Process, and in applying the Yield Comparison Methodology or the Enhanced Review Process, the Claims Administrator (and, if applicable, the Enhanced Review Panel) must consider any information properly submitted during an Enrolled Claimant's cure period following a Notice of Field Review Status.
- k) If the Claims Administrator determines, after issuance of a Notice of Field Review Status and an opportunity to cure, that none of an Enrolled Claimant's Affected Fields are Eligible Fields, then the Claimant will be removed as an Enrolled Claimant, subject to appeal rights under Section 20, Appeal Rights and Procedures, and to Section 4.d.ii, and the Claims Administrator must send a Notice of Rejection containing the information set forth in Section 4.a.ii.
- l) The Claims Administrator must send Notices of Field Review Status and Follow-Up Notices of Field Review Status on a priority basis for, first, Claimants listed on Schedule AA and, second, any Claimants whose Process Claims the Claims Administrator knows are or will be subject to audit procedures.

ARTICLE V – SETTLEMENT PAYMENTS

12. Settlement Payments. Each Enrolled Claimant who has one or more Eligible Field(s) is entitled to a Settlement Payment under this Agreement. The Claims Administrator must calculate the amount of the Settlement Payment for each Enrolled Claimant as follows:

- i) For each Eligible Field, the Claims Administrator must determine the Field Yield Loss in accordance with either the Yield Comparison Methodology or the Enhanced Review Process, and a Preliminary Field Loss Amount, as set forth in Section 13, Field Yield Loss.
- ii) For each Eligible Field, the Claims Administrator must determine the Final Field Loss Amount by accounting for any applicable offsets, in accordance with Section 14, Offsets.
- iii) For each Eligible Field, the Claims Administrator must determine a Field Loss Payment in accordance with Sections 15, Crop Share Calculations, and 16, Duplicative Claims.

- iv) For each Enrolled Claimant, the Claims Administrator must determine a Total Claimant Field Loss Payment by totaling all Field Loss Payments for such Claimant.
- v) For each Enrolled Claimant, the Claims Administrator must determine the Minimum Consideration and determine if the Enrolled Claimant is subject to receiving a Benchmark Payment or Default Payment in accordance with Section 17, Minimum Consideration. The Claims Administrator must also determine the Adjusted Claim Amount for any Claimant subject to receiving a Default Payment if the Minimum Consideration Cap applies in accordance with Section 17, Minimum Consideration.
- vi) For all Enrolled Claimants, the Claims Administrator must calculate applicable pro-rata reductions, if any, to the Claim Amounts and Adjusted Claim Amounts, if any, in accordance with Section 19, Claim Fund Cap, to determine Reduced Claim Amounts.
- b) The Claims Administrator must make the determinations required by Sections 12.i-v on a priority basis, first, for Claimants listed on Schedule AA and, second, for any Claimants whose Process Claims the Claims Administrator knows are or will be subject to audit procedures.

13. Field Yield Loss. For each Eligible Field, the Claims Administrator must determine the Field Yield Loss, expressed in bushels per acre, in accordance with either the Yield Comparison Methodology or the Enhanced Review Process, and use it in determining a Preliminary Field Loss Amount, expressed in dollars.

- a) For any Enrolled Claimant, some Eligible Fields may be subject to the Yield Comparison Methodology and other Eligible Fields may be subject to the Enhanced Review Process.
- b) The Yield Comparison Methodology applies to an Eligible Field where the Enhanced Review Process does not apply according to Section 13.c. The Yield Comparison Methodology is set forth in Exhibit I.
 - i) Because the Yield Comparison Methodology is applied on a per-Eligible Field basis, adequate Yield Records may exist to apply the Yield Comparison Methodology as to one but not all Affected Fields of an Enrolled Claimant, and/or may exist as to an Affected Field of an Enrolled Claimant for one but not all claimed Damage Years.
- c) The Enhanced Review Process, set forth in Exhibit J, applies for any Eligible Field where any of the following apply:
 - i) the acreage consists of a sub-divided area of a Field on which the Enrolled Claimant submitted a crop insurance claim, in accordance with Section 7.b.ii;
 - ii) the Claims Administrator cannot obtain records reflecting Actual Yield Data:
 - (1) for the Eligible Field in the Damage Year;

- (2) for the Eligible Field in at least three Non-Damage Years, as required under Section 8.a, or at least four Non-Damage Years, where required under Section 8.a.iii; or
 - (3) for the corresponding Benchmark Field in the Damage Year and at least three Non-Damage Years, as required under Section 8.b, or for the Eligible Field in at least four Non-Damage Years;
- iii) A-Yields are available for the Affected Field and/or corresponding Benchmark Field in the Damage Year or any comparative Non-Damage Year, but the Enrolled Claimant certified that A-Yields are not the most accurate reflection of actual yield for such Field and year, in accordance with Section 10.c.i;
- iv) the Selected Benchmark Field meets the Minimum Benchmark Criteria and Benchmark Similarity Requirement for the Eligible Field but is not presumptively reasonable in accordance with Section 9.e, or the Enrolled Claimant certified that a Field more proximate to the Affected Field than the Selected Benchmark Field, which meets the Minimum Benchmark Criteria, does not meet the Benchmark Similarity Requirement, but does not provide a qualifying reason supported by documents in accordance with Sections 9.e.iii and 9.a.i;
- v) at least one Field meets the Minimum Benchmark Criteria, but the Enrolled Claimant:
 - (1) did not either: (i) select a Selected Benchmark Field; or (ii) certify that no Field meeting the Minimum Benchmark Criteria meets the Benchmark Similarity Requirement and provide a qualifying reason supported by documents in accordance with Section 9.a.i; or
 - (2) certifies that no Field meets the Minimum Benchmark Criteria;
- vi) the Enrolled Claimant received payment from a crop insurance company for yield loss on the Eligible Field, the crop insurance company identified dicamba symptomology, and any subsequent loss from dicamba symptomology was not insurable by federal crop insurance, in accordance with Section 7.b.iii;
- vii) the Enrolled Claimant submits Group Yields that are not presumptively reasonable under Section 8.f.i(1); or
- viii) the Enrolled Claimant is listed on Schedule BB and seeks to recover a price premium in the Claimant's Preliminary Field Yield Loss Amount pursuant to Section 13.e.ii.
 - (1) For Eligible Fields subject to the Enhanced Review Process under Section 13.c.viii, the Enhanced Review Panel will determine not only the Field Yield Loss, but also the Preliminary Field Loss Amount.
- d) For avoidance of doubt, some Eligible Fields for an Enrolled Claimant may be subject to the Yield Comparison Methodology, while other Eligible Fields, including but not

limited to the same Affected Field in different Damage Years, might be subject to the Enhanced Review Process.

- e) For each Eligible Field not subject to the Enhanced Review Process under Section 13.c.viii or determined by the Enhanced Review Panel to be subject to Section 5 of Exhibit J, the Claims Administrator must multiply the Field Yield Loss times the acres of the Affected Field times the average price received for soybeans for the marketing year of the Damage Year in question, in the state in question, as collected by NASS and available from the USDA. The value of the result is the Preliminary Field Loss Amount. For example, for $\text{Affected Field}_i(2018)$, the Preliminary Field Loss Amount may be notated as $\text{Preliminary Field Loss Amount}_i(2018) = \text{Field Yield Loss}_i(2018) * \text{Affected Field Acres}_i(2018) * 2018 \text{ NASS State Average Price}$.
- i) For purposes of determining Preliminary Field Loss Amount for Eligible Fields for the 2020 Damage Year, the average price received for soybeans for the marketing year of the Damage Year in question, in the state in question, is the weighted average price (using the NASS monthly marketing percentages, as used by NASS in calculating a marketing year average) received for soybeans, for the state in question, calculated based on data collected by NASS and published by the USDA for sales beginning in September 2020 through and including March 2021.
- ii) Notwithstanding anything else in Section 13.e, an Enrolled Claimant identified on Schedule BB who seeks to recover a price premium based on the sale of soybeans grown for seed, organic soybeans, or non-GMO soybeans on an Eligible Field may seek to have a price premium included in the Claimant's Preliminary Field Loss Amount. Any such Eligible Field is subject to the Enhanced Review Process for determination of the Field Yield Loss and the Preliminary Field Loss Amount.

14. Offsets. The Final Field Loss Amount for an Eligible Field must account for any previous recovery by the Enrolled Claimant or an Affiliated Claimant from a third party related to that Eligible Field.

- a) For each Eligible Field, the Claims Administrator must subtract the amount of the Eligible Field Offset from the Preliminary Field Loss Amount.
 - i) If the Enrolled Claimant or an Affiliated Claimant received a lump-sum payment from a third party that is attributable to multiple Fields, then the Eligible Field Offset for any of those Fields that is an Eligible Field will be the portion of the payment amount that represents the proportion of the Planted Soybean Acres of such Eligible Field to the Planted Soybean Acres of the multiple Fields to which the payment is attributable in the relevant Damage Year.
- b) If for any Eligible Field subtracting the Eligible Field Offset from the Preliminary Field Loss Amount produces zero or a negative number, then the Final Field Loss Amount for that Eligible Field is zero. If for any Eligible Field, subtracting the Eligible Field Offset from the Preliminary Field Loss Amount produces a positive number, then this result will be the Final Field Loss Amount for that Eligible Field.

15. Crop Share Calculations. For each Eligible Field, the Claims Administrator must calculate the Field Loss Payment using the Final Field Loss Amount as adjusted by the Enrolled Claimant's Crop Share, as set forth herein.

- a) The Claims Administrator must determine the Interests of the Enrolled Claimant and all associated Affiliated Claimants for each Eligible Field.
 - i) A Form FSA 578 is presumptive proof of the Interests in the Eligible Field.
 - (1) If no Form FSA 578 exists, then a Form FSA 578-Type Document will be presumptive proof of the Enrolled Claimant's Interest and any associated Affiliated Claimant's Interest in the Eligible Field if the Claims Administrator deems it to have indicia of reliability similar to that of a Form FSA 578.
 - (2) If no Form FSA 578 or Form FSA 578-Type Document exists for an Eligible Field, or if the Claims Administrator determines that a Form FSA 578-Type Document does not have indicia of reliability similar to that of a Form FSA 578, then a Claimant's attestation of the Claimant's Interest and the Interests of all associated Affiliated Claimants will be presumptive proof of those Interests in the Eligible Field. However, if after receiving a Notice of Field Review Status and an opportunity to cure, no sufficient records or attestation exist by which to calculate a Crop Share, an Enrolled Claimant's Crop Share will be zero.
- b) A Person with an Interest in an Affected Field in a claimed Damage Year who has not sought to recover on such Field in such year as an Enrolled Claimant may execute an Affiliated Claimant Consent Form authorizing payments related to the Affiliated Claimant's Interest to be made to an Enrolled Claimant seeking recovery on such Field in such year. The failure of other Persons with an Interest in an Affected Field to become an Affiliated Claimant will not bar a Settlement Payment to an Enrolled Claimant for an Eligible Field but will affect the amount of an Enrolled Claimant's Settlement Payment.
- c) For each Eligible Field, the Claims Administrator must determine the Enrolled Claimant's Crop Share. An Enrolled Claimant's Crop Share cannot exceed its Interest in the Eligible Field plus the cumulative Interests of all Affiliated Claimants in the Eligible Field, and can in no event exceed 100%.
- d) The Claims Administrator must, as part of its calculation of the Field Loss Payment, account for the Enrolled Claimant's Crop Share for the Eligible Field by multiplying the Final Field Loss Amount times the Crop Share. The result, together with any adjustment required in accordance with Section 16, Duplicative Claims, is the Field Loss Payment.

16. Duplicative Claims. For each Eligible Field, the Claims Administrator must determine whether any Duplicative Claims exist based on all available information, and if so account for this in calculating the Field Loss Payment for the Eligible Field as set forth herein.

- a) If multiple Enrolled Claimants submit a Process Claim claiming Dicamba Injury for the same Eligible Field, then the Process Claims are overlapping as to such Eligible Fields. If the sum of the Crop Share for the overlapping Eligible Field exceeds one hundred

percent (100%), then the Process Claims for the Eligible Field are Duplicative Claims. For example, Duplicative Claims could involve one or more of the following, non-exclusive scenarios:

- i) more than one Enrolled Claimant on the same Eligible Field, as to all of whom a landlord had qualified as an Affiliated Claimant, thereby over-counting the landlord's Interest and producing a Crop Share above one hundred percent (100%);
 - ii) a Person consenting to become an Affiliated Claimant but also filing an independent Claims Package covering the same Interest, thereby double-counting the Person's Interest in the Eligible Field both as an Affiliated Claimant and as an Enrolled Claimant; or
 - iii) if no Form FSA 578 exists, multiple Enrolled Claimants attesting to Interests that exceed more than one hundred percent (100%) of an Eligible Field.
- b) In the case of Duplicative Claims, Forms FSA 578 will be presumptive proof of all Persons' Interests on the Field. If multiple Forms FSA 578 exist for an Eligible Field, the Claims Administrator must forward the Process Claims information to the Third-Party Auditor to determine which Form FSA 578 will control. The Third-Party Auditor's determination will be binding on the Claims Administrator.
- c) If the same Person's Interest in an Eligible Field is included in more than one Process Claim, then the Claims Administrator will adjust Crop Shares as follows:
- i) If, for an Eligible Field, the same Person is both an Enrolled Claimant and an Affiliated Claimant, then the Person will recover as an Enrolled Claimant (if at all) and the Person's status as an Affiliated Claimant regarding such Eligible Field will be nullified.
 - ii) If the same Person is an Affiliated Claimant in more than one Process Claim for the same Eligible Field, and all such Process Claims have the same Enrolling Counsel, then within ten days after the date of the Notice of Field Review Status advising of this issue, the Enrolling Counsel must elect one Process Claim to recover for that Affiliated Claimant and the Affiliated Claimant's Interest on such Eligible Field will be zero for all other Process Claims at issue.
 - (1) If the Enrolling Counsel does not make a timely election under Section 16.c.ii, then the Affiliated Claimant's Interest on the relevant Eligible Field will be included in the Process Claim with the earliest dated Affiliated Claimant Consent Form and later dated forms will be deemed null and void. The Process Claims with the Affiliated Claimant Consent Forms will be subject to audit procedures if the information contained in the Claims Packages regarding the same Eligible Field are different.
 - iii) If the same Person is an Affiliated Claimant in more than one Process Claim for the same Eligible Field, and there is no Enrolling Counsel on one or more of the Claims Packages or there are different Enrolling Counsel for the Claims Packages, then the

Claims Administrator must contact the Affiliated Claimant who must elect one Process Claim to recover on the Affiliated Claimant's Interest for the Eligible Field(s) at issue. The Affiliated Claimant's Interest will be zero for such Eligible Field(s) in all other Process Claims at issue. If the Affiliated Claimant cannot be reached or does not make an election within fourteen days after being contacted by the Claims Administrator, then the Affiliated Claimant's Interest for the Eligible Field will be included in the Process Claim with the earliest dated Affiliated Claimant Consent Form and later dated forms will be deemed null and void with regard to such Eligible Field(s).

- d) If, after applying the Form FSA 578, if any, for the Eligible Field and Section 16.c, the Process Claims still at issue are Duplicative Claims, then the Claims Administrator must so notify the Enrolled Claimants who submitted Duplicative Claims. Such Claimants must within seven days of being so notified, determine among themselves which Enrolled Claimants are entitled to what Crop Share, such that their Process Claims are non-duplicative. If within seven days these Enrolled Claimants cannot agree on their respective Crop Shares, then the Claims Administrator must refer the matter to the Third-Party Auditor to determine the appropriate Crop Shares. The Third-Party Auditor must determine one of the Enrolled Claimants to be the prevailing Enrolled Claimant in this determination. Notwithstanding anything else in this Agreement, any non-prevailing Enrolled Claimant will be responsible for the payment of any related audit costs. The Process Claim of any non-prevailing Enrolled Claimant will be subject to audit procedures.
- e) The Claims Administrator must make any adjustment(s) required as a result of applying the Duplicative Claim procedures set forth in this Section 16, Duplicative Claims, to the Field Loss Payment calculated pursuant to Section 15, Crop Share Calculations. If application of Duplicative Claim procedures result in a re-calculated Claim Amount after a Notice of Claim Amount has been issued, the Claims Administrator must send the affected Enrolled Claimant(s) a Follow-Up Notice of Claim Amount advising of the revised Claim Amount and the reason for such change.
- f) If Monsanto paid any amounts into the Dicamba Claims Trust for a Process Claim that is later deemed a Duplicative Claim, then Monsanto's funding obligations to the Dicamba Claims Trust under Section 24.d respecting any Process Claims resolved under this Section 16, Duplicative Claims, that had not already been paid by Monsanto into the Dicamba Claims Trust, will be reduced such that Monsanto does not pay more than one hundred (100%) of the Interests on any Eligible Field into the Dicamba Claims Trust.
- g) For each Enrolled Claimant, the Claims Administrator must total all Field Loss Payments, as adjusted pursuant to Section 16, Duplicative Claims, if applicable, to produce a Total Claimant Field Loss Payment.

17. Minimum Consideration. Enrolled Claimants may be entitled to Minimum Consideration under this Agreement, as set forth herein.

- a) For each Enrolled Claimant, the Claims Administrator must calculate Minimum Consideration for each Eligible Field and in the aggregate as follows:
 - i) For each of the Enrolled Claimant's Eligible Fields, the Claims Administrator must multiply the Planted Soybean Acres for the Eligible Field times twenty dollars (\$20.00) per acre.
 - ii) The Claims Administrator must then multiply the resulting amount by the Enrolled Claimant's Crop Share for the Eligible Field to determine the Enrolled Claimant's Minimum Consideration for that Eligible Field.
 - iii) The Claims Administrator must then add together the Minimum Consideration for each Eligible Field of the Enrolled Claimant to produce an aggregate Minimum Consideration.
- b) For each Enrolled Claimant, the Claims Administrator must calculate a Default Payment amount, which is the lower of: (i) the aggregate Minimum Consideration for the Enrolled Claimant; or (ii) one-thousand five-hundred dollars (\$1,500.00)
- c) If, for any Enrolled Claimant, the Total Claimant Field Loss Payment is less than the Default Payment amount, then the Enrolled Claimant will receive a Default Payment, not a Benchmark Payment. If, for any Enrolled Claimant, the Total Claimant Field Loss Payment is equal to or more than the Default Payment amount, then the Enrolled Claimant will receive a Benchmark Payment, which will be equal in amount to the Total Claimant Field Loss Payment.
- d) The total of all Default Payments to all Enrolled Claimants must not exceed the Minimum Consideration Cap. The Claims Administrator must apply the Minimum Consideration Cap as set forth in this Section 17.d only after both: (i) the time to initiate any appeal under the Agreement has expired; and (ii) all appeals are resolved.
 - i) If the total of all preliminary Default Payment amounts for Enrolled Claimants eligible to receive a Default Payment is equal to or less than the Minimum Consideration Cap, then their Default Payments will equal the amounts calculated in accordance with Section 17.b.
 - ii) If the total of all preliminary Default Payment amounts for Enrolled Claimants eligible to receive a Default Payment exceeds the Minimum Consideration Cap, then the Claims Administrator must calculate reduced Default Payments to determine an Adjusted Claim Amount as follows:
 - (1) First, total all preliminary Default Payment amounts for all Enrolled Claimants eligible to receive a Default Payment.
 - (2) Second, divide the Minimum Consideration Cap by the total of all preliminary Default Payment amounts for all Enrolled Claimants eligible to receive a Default Payment to determine a payment factor.

- (3) Third, multiply the preliminary Default Payment amount for each Enrolled Claimant by the resulting payment factor to determine the Adjusted Claim Amount for each Enrolled Claimant eligible to receive a Default Payment.

18. Notice of Claim Amount. The Claims Administrator must notify each Enrolled Claimant of the Enrolled Claimant's Claim Amount.

- a) The Claims Administrator must send a Notice of Claim Amount to each Enrolled Claimant entitled to a Settlement Payment advising whether the Enrolled Claimant is eligible to receive a Default Payment or a Benchmark Payment and the corresponding amount subject to the Minimum Consideration Cap and Claim Fund Cap, if applicable, promptly upon determining the Default Payment or Benchmark Payment, unless the Process Claim has been flagged for an audit by the Third-Party Auditor. If the Process Claim has been flagged for an audit, the Claims Administrator must send a Notice of Claim Amount to the Enrolled Claimant promptly upon completion of the audit.
- b) Each Enrolled Claimant's Notice of Claim Amount must include: (i) which Affected Fields and Damage Years were deemed Eligible Fields and which Affected Fields and Damage Years, if any, were determined not to be Eligible Fields; and (ii) the Field Loss Payment applicable to each Eligible Field if the Claimant is eligible to receive a Benchmark Payment or the Minimum Consideration applicable to each Eligible Field if the Claimant is eligible to receive a Default Payment.
- c) For an Enrolled Claimant identified on Schedule BB who seeks to recover a price premium on an Eligible Field, the Notice of Claim Amount must include whether the Enhanced Review Panel determined that a price premium applied.
- d) The Claims Administrator must provide Monsanto and the ECC on a weekly basis the total of all Claim Amounts included on any Notices of Claim Amount for which, in the prior week, appeal rights under Section 20.b.ii or Section 20.b.iii have expired and no appeal is active, and for which no audit is pending. The Claims Administrator must also provide Monsanto and the ECC on a weekly basis the aggregate adjustment, upward or downward, to the total of all Claim Amounts included on any Notices of Claim Amount previously reported under this Paragraph based on or reflected in any of the following in the prior week: (i) Follow-Up Notices of Claim Amount; (ii) a Notice of Fraudulent or Invalid Process Claim; or (iii) calculation of Adjusted Claim Amounts.
- e) The Claims Administrator must send Notices of Claim Amount on a priority basis, first, for Claimants listed on Schedule AA and, second, for any Claimants whose Process Claims the Claims Administrator knows are or will be subject to audit procedures.

19. Claim Fund Cap. The total of all Settlement Payments under this Agreement is subject to the Claim Fund Cap.

- a) The Claims Administrator must apply the Claim Fund Cap as set forth in Section 19.b only after: (i) the time for any appeal rights under the Agreement has expired; and (ii) all appeals are resolved.

- b) If the aggregate Claim Amounts and Adjusted Claim Amounts, if any, for all Enrolled Claimants exceeds the Claim Fund Cap following the time for all appeals allowed pursuant to Section 20, Appeal Rights and Procedures, then the Claims Administrator must calculate each Enrolled Claimant's Reduced Claim Amount as follows:
 - i) First, total all Claim Amounts and Adjusted Claim Amounts, if any, for all Enrolled Claimants.
 - ii) Second, divide the Claim Fund Cap by the total of all Claim Amounts and Adjusted Claim Amounts, if any, for all Enrolled Claimants to determine a payment factor.
 - iii) Third, multiply each Enrolled Claimant's Claim Amount or Adjusted Claim Amount, as applicable, by the payment factor.
- c) If applying the Claim Fund Cap under Section 19.b results in a greater than twenty-five percent (25%) reduction of the final Claim Amounts or Adjusted Claim Amounts of Enrolled Claimants, then the Claims Administrator must provide each Enrolled Claimant a Notice of Claim Amount Reduction, which will advise of the Claim Amount or Adjusted Claim Amount and the Reduced Claim Amount.
 - i) Within thirty days after the date of a Notice of Claim Amount Reduction, each Enrolled Claimant who intends to rescind the Enrolled Claimant's Claim Form and withdraw from the Settlement Agreement must submit a Walk-Away Form, in the form of Exhibit K, to the Claims Administrator. The Claims Administrator must forward all such Notices to Monsanto and the ECC within three Business Days of receipt.
 - (1) For any Enrolled Claimant in the Process after the end of the Audit Period who does not timely submit a Walk-Away Form under Section 19.c.i, the Enrolled Claimant will become a Final Claimant.
 - (2) For each Enrolled Claimant timely submitting a Walk-Away Form, Monsanto must within fifteen Business Days after the date of the Walk-Away Form notify the Claims Administrator whether Monsanto, at its sole election, commits to pay an additional amount to such Enrolled Claimant, as necessary, to ensure that the Enrolled Claimant's Settlement Payment is at least seventy-five percent (75%) of the Enrolled Claimant's Claim Amount or Adjusted Claim Amount, as applicable.
 - (a) If Monsanto does not commit to pay an additional amount to an Enrolled Claimant under Section 19.c.i(2), then the Enrolled Claimant will not become a Final Claimant, will receive no Settlement Payment, and is not bound by the terms of this Agreement. In this case, any Release and Incorporation of Settlement, Affiliated Claimant Consent Form(s), and Stipulation(s) of Dismissal of the Enrolled Claimant will be null and void and destroyed, and the Claims Administrator must send such Claimant a Notice of Removal. Monsanto will not raise a statute of limitations defense for Claims by any such Claimant that would have been timely under applicable law had they been

filed before June 24, 2020, as long as such lawsuit is timely filed within the Post-Claim Filing Period.

- (b) If Monsanto commits to pay an additional amount to an Enrolled Claimant under Section 19.c.i(2), if necessary, then the Enrolled Claimant will become a Final Claimant bound by this Agreement. The Claims Administrator will notify the Enrolled Claimant that the Claimant remains in the Process and bound by the Agreement and inform the Claimant that its Settlement Payment will be at least seventy-five percent (75%) of its Claim Amount or Adjusted Claim Amount, as applicable, based on the exercise of Monsanto's Walk-Away Buyout Rights.
- (3) After the deadline for all Enrolled Claimants to submit a Walk-Away Form and for Monsanto to exercise its Walk-Away Buyout Rights, the Third-Party Auditor must determine each Final Claimant's Settlement Amount by re-applying the Claim Fund Cap excluding the Claim Amount or Adjusted Claim Amount of any Enrolled Claimant exiting the Settlement pursuant to a Walk-Away Form for which Monsanto did not exercise Monsanto's Walk-Away Buyout Rights. If re-applying the Claim Fund Cap under this Paragraph results in Settlement Payments less than seventy-five percent (75%) of the Claim Amounts and Adjusted Claim Amounts of Final Claimants, then Monsanto must pay an additional amount sufficient to increase the Settlement Payment for any Final Claimant remaining in the Settlement as a result of Monsanto exercising its Walk-Away Buyout Rights to seventy-five percent (75%) of such Final Claimant's Claim Amount or Adjusted Claim Amount.

ARTICLE VI – APPEAL RIGHTS AND AUDIT PROCEDURES

20. Appeal Rights and Procedures. To ensure the fair and proper administration of this Agreement by the Claims Administrator, Claimants will have appeal rights and be subject to appeal procedures as set forth herein.

- a) The Appeals Master will hear any appeals properly initiated by Claimants of decisions by the Claims Administrator or Enhanced Review Panel that are challenged as Improperly Calculated; or any appeals properly initiated by Persons of decisions by the Third-Party Auditor with respect to findings of Fraudulent Process Claims and/or the related imposition of costs that are challenged as Improperly Calculated.
- i) The Appeals Master must apply due deference to the Claims Administrator, Third-Party Auditor, and Enhanced Review Panel in their respective areas of expertise and decision-making so long as the conduct at issue was not unreasonable or clearly contrary to the Agreement.
- ii) Appeal rights are limited to those set forth in Section 20.b, which provide the sole bases for Claimants to challenge the eligibility of any Claimant to participate in the Agreement, the completeness of a Claims Package, the eligibility of any Process

Claim as to an Affected Field and Damage Year, and the Claim Amount of any Enrolled Claimant.

- iii) The decisions of the Appeals Master must be relayed to the Claims Administrator to implement and are binding on the Claims Administrator. The decisions of the Appeals Master are final and not subject to either: (i) any further right of appeal within the Process; or (ii) any right of appeal to any court.
 - iv) The Claims Administrator, Third-Party Auditor, and Enhanced Review Panel must provide the Appeals Master any available information requested by the Appeals Master related to Process Claims on appeal.
 - v) If the Appeals Master determines that resolution of an appeal requires performance of a mathematical calculation or application of a mathematical formula, then the Appeals Master must involve the Third-Party Auditor to perform the calculation or apply the formula.
 - vi) In determining whether any decision by the Claims Administrator, Third-Party Auditor, or Enhanced Review Panel constitutes an abuse of discretion, the Appeals Master may consult with the party claimed to have abused its discretion as to the basis for such party's exercise of discretion.
 - vii) Monsanto, the ECC, Claimants, and Enrolling Counsel will continue to be bound by all terms of this Agreement regardless of the outcome of any appeal under this Section 20, Appeal Rights and Procedures, except that any Claimant who is determined by the Claims Administrator not to be an Eligible Participant, and whose ineligibility is affirmed by the Appeals Master, will not receive a Settlement Payment, the Claimant will not be bound by the Release and Incorporation of Settlement, and the executed release, Affiliated Claimant Consent Form(s), and Stipulation of Dismissal, if any, submitted by the Claimant must be destroyed by the Claims Administrator; provided, however, the Claimant is still bound by Section 21.n requiring the payment of Administrative Expenses for Fraudulent Process Claims, subject to appeal rights, and Monsanto will remain bound as to the Post-Claim Filing Period for such Claimant.
- b) A Person or Claimant initiates an appeal by completing and executing a Notice of Appeal, in the form of Exhibit L, and sending it to the Claims Administrator within the time permitted.
- i) A Claimant who receives a Notice of Rejection or a Notice of Ineligibility may appeal the determination of ineligibility or decision to reject a Claims Package as incomplete, as applicable. The Claimant must initiate any such appeal no later than thirty days after the date of the Notice triggering appeal rights.
 - (1) If the Claimant is successful on appeal and becomes an Enrolled Claimant, then the Claims Administrator must proceed to determine Eligible Fields and a Claim Amount for such Enrolled Claimant, which may be the subject of further appeals in accordance with Sections 20.b.ii-iv.

- ii) An Enrolled Claimant who is notified by the Claims Administrator that an Affected Field in a claimed Damage Year was rejected as an Eligible Field may appeal the rejection. The Enrolled Claimant must initiate any such appeal no later than thirty days after the date of the Notice of Claim Amount.
 - (1) If the Enrolled Claimant is successful on appeal, the Claims Administrator must proceed to determine a Claim Amount for each Affected Field and Damage Year that was found on appeal to be an Eligible Field, which may be the subject of further appeals in accordance with Sections 20.b.iii-iv.
- iii) An Enrolled Claimant who is notified by the Claims Administrator of a Claim Amount may appeal the calculation of the Claim Amount. The Enrolled Claimant must initiate any such appeal no later than thirty days after the date of the Notice of Claim Amount or, if applicable, the date of a Follow-Up Notice of Claim Amount.
- iv) A Person who receives a Notice of Fraudulent or Invalid Process Claim may appeal:
 - (i) the Third-Party Auditor's (but not the Mediator's) finding that the Person submitted a Fraudulent Process Claim or the Claimant an invalid Process Claim, as applicable; and (ii) as to Persons found to have submitted a Fraudulent Process Claim only, the amount of costs to be imposed on the Person based on a Fraudulent Process Claim finding by either the Third-Party Auditor or the Mediator. The Person or Claimant must initiate any such appeal no later than thirty days after the date of the Notice of Fraudulent or Invalid Process Claim.
- c) In making decisions under this Section 20, Appeal Rights and Procedures, the Appeals Master will be limited to the record on appeal and written submissions as permitted by this Section 20.c.
 - i) The record on appeal must include: (i) all Process Claims and Process Claim-related information within the possession of the Claims Administrator related to the Person or Claimant; and (ii) if previously audited, all Process Claim-related information (including any information provided to the Third-Party Auditor by the Integrity Screener) within the possession of the Third-Party Auditor related to the Person or Claimant, including any findings or conclusions.
 - ii) An appealing Person or Claimant may provide, along with the Notice of Appeal, a written submission explaining the grounds for appeal, which may not exceed one page, single-spaced. A Person or Claimant must not include any evidence or documents with the written submission, but may refer to documents previously submitted as part of the Claims Package, which the Claims Administrator will make available to the Appeals Master. The Claims Administrator will forward a copy of any such submission to the Appeals Master along with the Notice of Appeal within three days of receipt.
 - iii) Monsanto must not provide evidence, documents, information or argument regarding any Person or Claimant's appeal to the Appeals Master at any time.

- d) The Appeals Master may implement any procedures not inconsistent with this Section 20, Appeal Rights and Procedures, to administer the Appeals Master's responsibilities under this Agreement.
- e) The Appeals Master must provide reports to Monsanto, the ECC, and the Claims Administrator no less than every fifteen days regarding the identities of any Persons or Claimants appealing, the reasons for the appeals, status of appeals, and any decisions that have been made on appeal. The Claims Administrator must notify a Claimant of the resolution of any appeal that the Claimant initiates and must notify any Person who appeals a finding of a Fraudulent Process Claim of the resolution of that appeal.
- f) The Administrative Expenses associated with the appeal process must be paid by Monsanto in addition to all Settlement Payments and will not be included within the calculation of the Claim Fund Cap; provided, however, that notwithstanding anything else in this Agreement, any allocable costs and expenses associated with the appeal will be charged to the Person appealing a finding of a Fraudulent Process Claim if: (i) a Process Claim is determined to be a Fraudulent Process Claim; (ii) the determination is appealed; and (iii) the Appeals Master affirms, in whole or in part, the finding that a Process Claim is a Fraudulent Process Claim.

21. Audit Procedures. To ensure the integrity of the settlement process, and to prevent the payment of Claims that are invalid, ineligible, Improperly Calculated, or fraudulent, Process Claims will be subject to audit as set forth herein.

- a) The Third-Party Auditor is charged with ensuring the Claim Administrator's faithful execution of this Agreement and the integrity of the Process so that fraudulent, invalid, or ineligible Process Claims, or portions of Process Claims, are not paid.
- b) The Claims Administrator must make all information provided through the Process as well as all information the Claims Administrator has properly gathered or received, and any findings—whether preliminary or final—available to the Third-Party Auditor, who will audit Process Claims as set forth in this Section 21, Audit Procedures.
 - i) Neither Monsanto nor a Claimant (or anyone acting on behalf of a Claimant) may provide evidence, documents, or information regarding any Process Claim to the Third-Party Auditor; provided, however, that the Third-Party Auditor may request from the Claimant, and on request a Claimant must provide if available, any information the Third-Party Auditor reasonably deems necessary to audit a Process Claim pursuant to Sections 21.d through 21.g. The Third-Party Auditor may request information from an Affiliated Claimant. If the Affiliated Claimant does not provide information requested by the Third-Party Auditor and the Third-Party Auditor finds that absent such information there is insufficient support for an Enrolled Claimant to recover under the Process for the Affiliated Claimant's Interest in an Eligible Field, then the Affiliated Claimant's Interest will not count toward the Enrolled Claimant's Crop Share.

- c) The Third-Party Auditor must develop procedures for auditing Process Claims, with the advice and consent of Monsanto and the ECC, subject to the requirements of this Section 21, Audit Procedures, and the guidelines set forth in the American Institute of Certified Public Accountants CS Section 100 and FS Section 100.
- d) The Third-Party Auditor must conduct audit procedures on a sample of Process Claims submitted by Claimants, subject to an appropriate methodology and parameters determined by the Third-Party Auditor with the advice of Monsanto and ECC, and in accordance with the AICPA Audit Guidelines regarding Audit Sampling, as updated on December 1, 2019. This includes any subsequent samples determined appropriate by the Third-Party Auditor as a result of previous samples.
- e) In addition to the routine audit procedures and audits set forth in Sections 21.c and 21.d, the Third-Party Auditor will audit additional Process Claims as appropriate to detect Fraudulent Process Claims or identify issues warranting review by the Mediator. The Third-Party Auditor must devise the criteria that will trigger such audits, as well as the procedures to apply to such audits, with the advice and consent of Monsanto and the ECC, which consent may not be unreasonably withheld. If either Monsanto or the ECC contends that the other has unreasonably withheld consent of audit triggers or audit procedures proposed by the Third-Party Auditor, the issue will be decided by the Mediator, whose decision will be final and unappealable.
 - i) Notwithstanding anything to the contrary in Section 21.e, the Third-Party Auditor must audit the Process Claims of: (i) any Claimant who seeks to use Reasonably-Calibrated yield monitor data in lieu of A-Yields; and (ii) any Claimant identified on Schedule BB who seeks to include a price premium in the calculation of its Claim Amount.
 - ii) The Third-Party Auditor must prioritize any audits under Section 21.e involving Claimants listed on Schedule AA.
- f) The Claims Administrator must notify the Third-Party Auditor of any Process Claims that meet the criteria established by the Third-Party Auditor pursuant to Section 21.e to trigger an audit. The Third-Party Auditor must review and investigate any information provided by the Integrity Screener. The Third-Party Auditor will conduct procedures on any Process Claims implicated by any information provided by the Integrity Screener as the Third-Party Auditor deems appropriate.
 - i) The Third-Party Auditor must report to the Integrity Screener, no less than every sixty days, the results of any review, investigation, and audit conducted in accordance with Section 21.g, including any related conclusions communicated to the Claims Administrator or Appeals Master.
- g) The Third-Party Auditor must perform a reasonableness check on Process Claims for which documents are received by the Claims Administrator pursuant to the RMA and FSA Release following issuance of the Claimant's Notice of Claim Amount.

- i) The receipt of additional documents described in Section 21.h may not change the methodology applied to an Eligible Field in which said Claimant has an Interest. However, the Third-Party Auditor must determine if the additional records alter the Claim Amount. If the additional records do not alter the Claim Amount by more than twenty percent (20%), in either direction, then the Claim Amount will not be re-calculated. If the additional records alter the Claim Amount by more than twenty percent (20%), in either direction, then the Claim Amount must be re-calculated accordingly.
 - ii) Additional records resulting in a greater-than twenty percent (20%) change in a Claim Amount is not presumptive evidence of a Fraudulent Process Claim, but may be considered relevant evidence in the Third-Party Auditor's assessment or whether a referral to the Mediator under Section 21.n.i is warranted.
- h) The Third-Party Auditor may put a hold on any particular Process Claim: (i) from the initiation of the audit for a period not to exceed forty-five days; (ii) from the receipt by the Third-Party Auditor of all requested RMA records for a period not to exceed thirty days; or (iii) from the receipt by the Third-Party Auditor of all requested FSA records for a period not to exceed ten days, in order to complete the audit procedures applying to that Process Claim; provided that no such hold may extend beyond the end of the Audit Period.
- i) The Third-Party Auditor must prepare bi-weekly audit reports detailing any exceptions and deviations and any Process Claims determined to be: (i) invalid; (ii) ineligible; (iii) Improperly Calculated; (iv) a Fraudulent Process Claim; or (v) a Process Claim raising issues sufficient for it to be referred to the Mediator.
 - i) The audit reports will receive the same protections and limitations on use as those described in Section 6.b for Soybean Claims Reports.
 - ii) The audit reports must be provided to the Claims Administrator, Monsanto, and the ECC. Additionally, any individual audit finding regarding any individual Claimant must be provided to the Claimant.
- (1) The Claims Administrator will be bound by the findings of the Third-Party Auditor and, as applicable, the Mediator. The Claims Administrator must reject or amend any approved Process Claim based on the Mediator's finding of a Fraudulent Process Claim or the Third-Party Auditor's findings, which may consist of a finding of Claimant ineligibility, Affected Field ineligibility, an invalid Process Claim, a modification of a Claim Amount, or a finding of Fraudulent Process Claim subject to Section 21.n. A rejected or modified Process Claim under this Section 21.j.ii(2) is subject to the right to appeal this determination, in accordance with Section 20, Appeal Rights and Procedures.
 - (2) In the event of a finding that requires a Claimant to be removed as an Enrolled Claimant from the Process, the Claims Administrator must notify the Claimant. If the Third-Party Auditor determines that a Claimant is ineligible, then the Claims

Administrator must send a Notice of Ineligibility to the Claimant within ten days of the Third-Party Auditor's determination. If the Third-Party Auditor determines that a Person submitted an invalid Process Claim, then the Claims Administrator must send a Notice of Fraudulent or Invalid Process Claim to the Person within ten days of the Third-Party Auditor's determination.

- (3) In the event of a finding by the Third-Party Auditor that impacts the amount to which an Enrolled Claimant is entitled under the Settlement Agreement (including a reasonableness check under Section 21.h.i), the Third-Party Auditor will advise the Claims Administrator what adjustments to the claims data are necessary in calculating a Claim Amount, e.g., declaring an Affected Field and Damage Year not an Eligible Field despite otherwise sufficient Injury Records or adjusting a Crop Share so that it does not account for the Interest represented by a forged Affiliated Claimant Consent Form. If a Notice of Claim Amount had already been sent to the affected Claimant, then the Claims Administrator must send the Claimant a Follow-Up Notice of Claim Amount within ten days of the Third-Party Auditor's determination.
- iii) If a Process Claim is already the subject of an appeal in accordance with Section 20, Appeal Rights and Procedures, and the Third-Party Auditor issues findings prior to the expiration of the Audit Period, then the Appeals Master must immediately return the Process Claim to the Claims Administrator to reject or amend based on the Third-Party Auditor's findings, which may consist of a finding of a Claimant ineligibility, Affected Field ineligibility, a modification of a Claim Amount, an invalid Claim, or a Fraudulent Process Claim. The Claimant will have a renewed right to appeal any such returned Process Claim.
- j) Monsanto will have no obligation to deposit any funds into the Dicamba Claims Trust relating to any Process Claim that is subject to an audit until such time as the Third-Party Auditor's finding becomes final and not subject to further appeal.
- k) The Third-Party Auditor must audit the Claims Administrator's application of the Claim Fund Cap if either Monsanto or the ECC request. For avoidance of confusion, an audit of the application of the cap is not an audit of a Process Claim and may occur after the close of the Audit Period.
- l) Any documents or files that the Third-Party Auditor uses in auditing a Claimant's Process Claim that was not already part of the Claimant's Claims Package must be made part of the Claimant's Claims Package.
- m) Notwithstanding anything else in the Agreement, if a Process Claim is determined to be a Fraudulent Process Claim (and, if the determination was made by the Third-Party Auditor and appealed, the Appeals Master concludes that the determination was reasonable), then any costs and expenses associated with the audit and, if applicable, the determination by the Mediator, must be charged to the Person who filed the Fraudulent Process Claim (or, in the case of Enrolling Counsel submitting a Process Claim without approval, to

Enrolling Counsel and, in the case of a Person submitting the Claims Package without the authority of the Claimant, to the Person submitting the Claims Package).

- i) The Third-Party Auditor may use all records provided to it by the Claims Administrator in determining whether a Process Claim is a Fraudulent Process Claim, including but not limited to Administrative Agency Reports and Plaintiff Fact Sheets.

(1) A Fraudulent Process Claim is deemed to exist where either:

- (a) the Third-Party Auditor determines that the Process Claim involves elements of concealment or deception, including but not limited to documents or signatures that the filing Person forged, fabricated, knowingly misrepresented, or faked, which cannot reasonably be attributed to mistake, inadvertence, or misunderstanding; or

(b) both:

- i. the Third-Party Auditor refers a Process Claim to the Mediator because the Third-Party Auditor determines that the Process Claim warrants additional review; and
- ii. the Mediator finds, based on the information available to the Mediator, that the filing Person or Claimant intended to recover: without the authority of the named Claimant; on behalf of a non-Eligible Participant; on behalf of ineligible Fields; more than once for the same Claim, Field, or Interest; or amounts greater than the Claimant would have been rightfully entitled to seek under the Agreement.

(2) If the Third-Party Auditor believes that a Process Claim contains potential but not conclusive indicia of fraud, it may take all reasonable steps to investigate to determine if the Process Claim satisfies the criteria of a Fraudulent Process Claim under Section 21.n.i(1)(a) or if referral to the Mediator for a finding under Section 21.n.i(1)(b) is warranted.

- (a) If a Process Claim is referred to the Mediator for a finding under Section 21.n.i(1)(b), the Mediator may review any portion of the Claims Package and may interview the Claimant or filing Person subject to the consent of Enrolling Counsel or, in the case of an unrepresented filing Person or Claimant, the filing Person or Claimant. The Mediator may make an adverse inference if a filing Person or Claimant declines to be interviewed.

- (b) The Mediator must promptly notify the Third-Party Auditor of any finding(s) regarding whether a Process Claim is a Fraudulent Process Claim. Additionally, if the Mediator finds that a Process Claim is a Fraudulent Process Claim, then the Mediator must notify the Third-Party Auditor of the Mediator's expenses associated with that finding so that the Third-Party Auditor may include them in its calculation of administrative costs and expenses associated with the Fraudulent Process Claim.

- (3) Notwithstanding anything else in this Agreement, a Person who is determined to have submitted a Fraudulent Process Claim forfeits any benefit any corresponding Affiliated Claimant(s) or Enrolled Claimant would receive or may receive under this Agreement and such Enrolled Claimant's Release and Incorporation of Settlement remains valid and enforceable. In addition, Monsanto expressly retains all remedies against such Person, Enrolled Claimant, and/or Enrolling Counsel for submission of a Fraudulent Process Claim.
- (a) If a Fraudulent Process Claim includes one or more Affiliated Claimant who is not determined to have engaged in any acts relevant to the Process Claim being deemed a Fraudulent Process Claim, such Affiliated Claimant will be removed from the Process but will not release any claims and the Claims Administrator must destroy the related Affiliated Claimant Consent Form.
- (b) If a Process Claim is deemed a Fraudulent Process Claim on the grounds that the Process Claim was submitted without the authority of the named Claimant, the Claims Administrator must destroy the associated Release and Incorporation of Settlement and any costs associated with the Fraudulent Process Claim will be charged against the Person submitting the Fraudulent Process Claim and not the Claimant.
- (4) The Third-Party Auditor's finding of a Fraudulent Process Claim is binding on the Claims Administrator but is subject to appeal rights in accordance with Section 21, Audit Procedures. The Mediator's finding of a Fraudulent Process Claim is binding on the Claims Administrator, and the Person who filed the Process Claim has no right of appeal.
- ii) The Third-Party Auditor must notify the Claims Administrator of any Process Claim that is deemed to be a Fraudulent Process Claim. Such notice will indicate the basis for the finding of a Fraudulent Process Claim. The Third-Party Auditor must contemporaneously provide the Claims Administrator a best estimate of the costs and fees of the Third-Party Auditor and Mediator associated with the Process Claim.
- iii) Within three Business Days of receipt of notice from the Third-Party Auditor of a Process Claim being deemed a Fraudulent Process Claim, the Claims Administrator must provide a Notice of Fraudulent or Invalid Process Claim to the Claimant setting forth the basis for the finding of a Fraudulent Process Claim and the amount of costs and fees to be imposed as a result of such finding. The Claims Administrator must send copies of any such Notice to Monsanto and the ECC.
- n) Notwithstanding anything to the contrary in this Agreement, no Enrolled Claimant or Affiliated Claimant will have any claim against Monsanto, the ECC, the Claims Administrator, the Third-Party Auditor, the Mediator, the Integrity Screener, or the Appeals Master with respect to any Fraudulent Process Claim or otherwise fraudulent Claim, whether or not detected pursuant to the terms of this Section 21, Audit Procedures. No Enrolled Claimant or Affiliated Claimant will have any claim against Monsanto, the ECC, the Claims Administrator, the Third-Party Auditor, the Mediator, the

Integrity Screener, or the Appeals Master for failing to detect a Fraudulent Process Claim or otherwise fraudulent Claim.

22. Integrity Screening. To ensure the integrity of the Process, and to prevent the payment of Claims that are invalid, ineligible, Improperly Calculated, or fraudulent, Process Claims will be subject to integrity screening as set forth herein.

- a) The Integrity Screener is charged with receiving information regarding Process Claims or Enrolled Claimants from Monsanto that Monsanto reasonably believes either: (i) demonstrates that the integrity of the Process is being undermined by ineligible or invalid/improper Process Claims, or Fraudulent Process Claims; or (ii) is an Administrative Agency Report going to the truth of a Claimant's attestation regarding the source of dicamba symptomology, as set forth in Section 7.c.i.
 - i) For avoidance of doubt, the procedures set forth in Section 22.b do not apply to information in the form of an Administrative Agency Report that Monsanto reasonably believes goes to the truth of a Claimant's attestation regarding the source of dicamba symptomology, which are instead governed by Section 2.a.vi.
 - ii) For further avoidance of doubt, neither Monsanto nor the ECC may provide any documents, evidence, or argument regarding, or otherwise interject itself into, any Process Claim evaluation or audit or appeal of a Process Claim, except as expressly set forth in this Settlement Agreement; provided, however, that nothing herein will limit any ECC member from engaging in permitted activities as Enrolling Counsel for such ECC member's clients.
- b) Except with regard to Administrative Agency Reports submitted regarding the truthfulness of a Claimant's attestation, Monsanto will only provide information to the Integrity Screener that it possesses from a prior unsolicited source or subsequently receives unsolicited. Monsanto may not solicit information to allege that the Process is being undermined by ineligible or invalid/improper Process Claims, or Fraudulent Process Claims. If Monsanto possesses such unsolicited information, and reasonably believes that the information demonstrates that the Process is being undermined by ineligible or invalid/improper Process Claims, or Fraudulent Process Claims, it may present it to the ECC and the Integrity Screener as set forth in Sections 22.b.i and 22.b.ii.
 - i) Monsanto must present to the ECC any and all information Monsanto possesses described in Section 22.b within fifteen Business Days after Monsanto receives notice of the Process Claim from the Claims Administrator or, if later, receipt of the information.
 - (1) If Monsanto and the ECC dispute whether Monsanto provided the ECC information in the required time, the Integrity Screener must, in its sole discretion, determine if the information was timely provided.
 - (2) Notwithstanding anything else in this Agreement, the ECC and Monsanto may agree to take further action on certain Process Claims based on the information

described in Section 22.b as they mutually agree, subject only to the appeal procedures set forth in Section 20, Appeal Rights and Procedures.

- ii) If Monsanto and the ECC do not agree as to appropriate further action in accordance with Section 22.b.i(2), or if the ECC fails to respond to Monsanto within seven Business Days of Monsanto providing notice under Section 22.b.i, then Monsanto may submit the information described in Section 22.b to the Integrity Screener.
 - (1) Monsanto must not undertake any effort to proactively institute investigations of Process Claims or to conduct mini-trials by submitting evidentiary materials to the Integrity Screener. Monsanto must provide information to the Integrity Screener without lawyer argument.
 - (2) Monsanto must copy the ECC on any communication to the Integrity Screener. Neither Monsanto nor the ECC will have *ex parte* communications with the Integrity Screener.
- c) Monsanto will have no liability for defamation in respect of any information provided to the ECC or Integrity Screener under the Agreement unless Monsanto violates the confidentiality provisions of this Agreement with respect to such information; provided, however, that if Monsanto seeks remedies outside the Process as to any Claimant or Person who submitted a Fraudulent Process Claim, the Person or Claimant is not precluded from asserting a counter-claim for defamation.
- d) The Integrity Screener must review any information provided by Monsanto under Section 22.b and determine in its sole discretion whether to transmit such information to the Third-Party Auditor.
 - i) The Integrity Screener may investigate or audit the source of any information provided to it by Monsanto to confirm that the information was provided in accordance with the requirements of Section 22, Integrity Screening. Any information found by the Integrity Screener to have been submitted in contravention of Section 22.b will not be used in the Process.
 - ii) If the Integrity Screener determines that information provided to it by Monsanto should not be transmitted to the Third-Party Auditor, then Monsanto may not submit that information to the Third-Party Auditor and the Third-Party Auditor may not consider or rely on such information in making any determination.
 - iii) If the Integrity Screener decides to submit information to the Third-Party Auditor the Third-Party Auditor must review and investigate any such information as set forth in Section 21.g.
- e) Any costs associated with the integrity screening process set forth in this Section 22, Integrity Screening, are Administrative Expenses, which must be borne by Monsanto.
 - i) Notwithstanding anything in Section 22.e, any allocable costs and expenses associated with the integrity screening process for Process Claims determined by the

Third-Party Auditor or Mediator to be a Fraudulent Process Claim must be charged to the Person who filed the Fraudulent Process Claim, subject to the appeal rights set forth in Section 20.c.iv.

ARTICLE VII –MONSANTO RESCISSION RIGHT

23. Monsanto Rescission Right. Monsanto has the right to terminate the Settlement, in its sole discretion, if certain conditions are met.

- a) Prior to the start of the Claims Period, the Claims Administrator will be provided Schedule AA, which is a list of: (i) every Person who as of the Execution Date has an active case in the MDL Litigation alleging damages to soybeans or in state court alleging dicamba damage to soybeans and who as of the Execution Date is represented by any attorney or law firm who entered an appearance in the MDL Litigation; and (ii) every Person who as of the Execution Date is represented by any attorney or law firm who entered an appearance in the MDL Litigation regarding the Person's belief or assertion that the Person had soybean crop injury as a result of dicamba or symptomology on soybeans consistent with auxin-herbicide exposure in any year(s) between 2015 and 2020. Schedule AA will also include each such Person's Soybean Acres at Issue to the extent required under Section 36, Warranties and Representations. The Claims Administrator must process the Process Claims for such Persons on a priority basis.
- b) A Person or a Person's Soybean Acres at Issue are deemed to participate in the Process in good faith if: (i) the Claims Administrator determines that the Person is an Enrolled Claimant and has at least one Eligible Field; (ii) the Mediator determines that the Person participated in the Process in good faith; or (iii) there is no timely request to the Mediator to determine whether the Person participated in the Process in good faith.
 - i) If a Person listed on Schedule AA is an Enrolled Claimant but the Claims Administrator later determines, after a reasonable opportunity to cure, that the Enrolled Claimant does not have any Eligible Fields, then the Claims Administrator must promptly notify the ECC and Monsanto of such determination.
 - ii) The ECC may within three Business Days following receipt of a notification pursuant to Section 23.b.i request a determination from the Mediator that the Enrolled Claimant participated in the Process in good faith. The ECC shall have a right to request a determination that an Enrolled Claimant participated in the Process in good faith before the expiration of a cure period if the Enrolled Claimant is unable to submit additional documentation to seek to cure a deficiency.
 - iii) If the ECC does not timely request a determination from the Mediator that the Enrolled Claimant participated in the Process in good faith, then the Claims Administrator must make the Enrolled Claimant's Claims Package available to Monsanto for review. Monsanto may request a determination from the Mediator that the Enrolled Claimant did not participate in the Process in good faith within five Business Days from the date the Claims Package is made available to Monsanto.

- iv) If Monsanto does not timely challenge the Enrolled Claimant's good-faith participation in the Process, then the Enrolled Claimant is deemed to have participated in the Process in good faith.
- v) The Claims Administrator must make available to the Mediator any information the Mediator requests to determine whether an Enrolled Claimant participated in the Process in good faith.
- c) The Claims Administrator will promptly notify the Third-Party Auditor as to each Person listed on Schedule AA deemed to have participated in the Process in good faith. The Claims Administrator will also promptly notify the Third-Party Auditor when, with regard to the Persons listed on Schedule AA, no further determinations of Field eligibility remain to be made by the Claims Administrator and no further good faith determinations remain to be made by the Mediator.
- d) The Third-Party Auditor must provide Monsanto and the ECC a calculation of the percentage of Persons listed on Schedule AA who participated in the Process in good faith, and the Soybean Acres at Issue for all such Persons:
 - i) The Third-Party Auditor shall perform such calculation as soon as is reasonably practicable after the earlier of:
 - (1) a determination that more than ninety-seven percent (97%) of all such Persons, or of the Soybean Acres at Issue for such Persons, have participated in the Process in good faith; or
 - (2) the Claims Administrator has notified the Third-Party Auditor after the Claims Package Deadline that: (i) no further Field eligibility determinations remain to be made; (ii) the Mediator has completed any good faith determinations timely raised; and (iii) the time for either the ECC or Monsanto to request a good faith determination from the Mediator has expired.
 - ii) Notwithstanding anything above to the contrary, in performing this calculation the Third-Party Auditor shall consider any Person listed on Schedule AA as not having participated in the Process in good faith if it has been determined as of the time the calculation is performed that the Process Claim submitted for such Person is a Fraudulent Process Claim resulting in the invalidation of a Claimant's Release; provided, however, that if such determination is subject to appeal and the inclusion or exclusion of such Person would be determinative of whether or not the ninety-seven percent (97%) participation rate as to either Persons or Soybean Acres at Issue was reached, the Third-Party Auditor must delay such calculation until appeal rights related to the determination (but not costs) are exhausted or have expired. This calculation shall not be affected by later Fraudulent Process Claim determinations.
- e) Within ten days of receiving the notice from the Third-Party Auditor described in Section 23.d, Monsanto will have the right, in its sole discretion, to exercise Monsanto's Rescission Right if one of the following has occurred:

- i) less than ninety-seven percent (97%) of all Persons listed on Schedule AA participate in the Process in good faith; or
 - ii) less than ninety-seven percent (97%) of the Soybean Acres at Issue, as included on Schedule AA and supplemented thereafter by the ECC, for all Persons listed on Schedule AA participate in the Process in good faith.
- f) Upon Monsanto exercising Monsanto's Rescission Right, any term of this Agreement to the contrary notwithstanding, this Agreement immediately will terminate and (without limitation of the foregoing) Monsanto will immediately cease to have any further financial obligations under this Agreement, except only that Monsanto will continue to be responsible to pay the Administrative Expenses specified in Section 24.a.
 - g) In the case of any exercise by Monsanto of Monsanto's Rescission Right, all executed Releases and Incorporation of Settlement, Affiliated Claimant Consent Forms, and Stipulations of Dismissal will be null and void and destroyed and Monsanto will remain bound by the Post-Claim Filing Period for all Claimants. Monsanto will not raise a statute of limitations defense for Claims by any Claimant that would have been timely under applicable law had they been filed before June 24, 2020, as long as such lawsuit is timely filed within the Post-Claim Filing Period.

ARTICLE VIII – DICAMBA CLAIMS TRUST AND FUNDING

24. Dicamba Claims Trust. The Parties have agreed to procedures that will govern Monsanto's satisfaction of its financial obligations under this Agreement. Monsanto guarantees to pay all amounts that will be due and owing under the Settlement Agreement. Bayer Corporation is providing a guaranty in the form set forth in Exhibit M in order to guaranty the payment obligations of Monsanto under this Settlement Agreement.

- a) The cost of all Administrative Expenses will be borne by Monsanto, except as specifically provided in Section 16.c, Section 20.f, Section 21.n, and Section 22.e. Monsanto's payment of Administrative Expenses is not subject to the Claim Fund Cap. Monsanto may pay Administrative Expenses directly or through the Dicamba Claims Trust, at its sole discretion.
- b) Monsanto must establish a Dicamba Claims Trust for the purposes of Monsanto meeting its financial obligations under this Agreement. Monsanto will provide for approval by the ECC, which approval will not be unreasonably withheld, of the identity of the financial institution and the specific account where the Dicamba Claims Trust will be held. The Dicamba Claims Trust will be established and administered under the supervision and control of the Dicamba Claims Trustee.
- c) Monsanto and the ECC will be provided copies of Dicamba Claims Trust statements no less frequently than monthly.
- d) Within fifteen Business Days after receiving each weekly notice of the total of Claim Amounts pursuant to Section 18.d, Monsanto must ensure that the Dicamba Claims Trust

is fully funded with the amounts stated in such notice, accounting for any aggregate adjustments based on Follow-Up Notices of Claim Amount, Notices of Fraudulent or Invalid Process Claims, and calculation of Adjusted Claim Amounts. If the aggregate adjustments require an additional payment into the Dicamba Claims Trust, Monsanto will ensure that the Dicamba Claims Trust is fully funded with such amounts within fifteen Business Days of receiving such notice. If the aggregate adjustments result in an overpayment by Monsanto into the Dicamba Claims Trust, the amount of any such overpayment will be credited against any future payment by Monsanto if any future payments will be owed by Monsanto to the Dicamba Claims Trust. Within fifteen Business Days of resolution of an appeal under Section 20.b.ii or Section 20.b.iii, Monsanto will ensure that the Dicamba Claims Trust is fully funded with the Claim Amount as affirmed or modified by the Appeals Master.

- i) Notwithstanding anything in Section 24.d, or anything else in this Agreement, Monsanto will in no event pay more than three hundred million dollars (\$300,000,000.00) into the Dicamba Claims Trust attributable to payments due to Claimants under this Agreement, except as may be necessary to meet Monsanto's commitments should it exercise Walk-Away Buyout Rights pursuant to Section 19.c.i(2). If payment of a Claim Amount, including any adjustments based on Follow-Up Notices of Claim Amount, would result in Monsanto paying more than three hundred million dollars (\$300,000,000.00) into the Dicamba Claims Trust attributable to payments due to Claimants under this Agreement, then Monsanto's funding obligation will be reduced accordingly. For avoidance of confusion, application of this Paragraph will result in Monsanto having no additional funding obligation if Monsanto has already paid three hundred million dollars (\$300,000,000.00) into the Dicamba Claims Trust related to payments due to Claimants under this Agreement, except as may be necessary to meet Monsanto's commitments should it exercise Walk-Away Buyout Rights pursuant to Section 19.c.i(2).
- e) Within thirty days of the Execution Date, Monsanto must pay into the Dicamba Claims Trust an amount reasonably anticipated to be sufficient to pay Administrative Expenses.
- f) In addition to the payments into the Dicamba Claims Trust under Sections 24.d and 24.e, Monsanto must pay into the Dicamba Claims Trust the amount of any Administrative Expenses over the amount paid under Section 24.e, unless paid directly by Monsanto pursuant to its right under Section 24.a, and Incentive Payments in the amount set forth in Section 27, Incentive Payments. Monsanto also may pay into the Dicamba Claims Trust the amount Monsanto elects, if any, to pay to exercise its Walk-Away Buyout Rights.
- g) Monsanto reserves the right to prefund the Dicamba Claims Trust in whole or in part, earlier than required under the terms of this Settlement Agreement.

25. Settlement Administration and Disbursements. The Dicamba Claims Trustee will be responsible for administering the Dicamba Claims Trust and distributing the Settlement Funds in accordance with this Agreement.

- a) Monsanto is solely responsible for the identification of a Person to serve as Dicamba Claims Trustee of the Dicamba Claims Trust and to secure such Person's execution and delivery of the Dicamba Claims Trust Agreement, subject to agreement by the ECC, which agreement will not be unreasonably withheld.
- b) The Dicamba Claims Trustee will not pay any amounts out of the Dicamba Claims Trust to Final Claimants until after the earlier of: (i) all Process Claims have been determined and processed by the Claims Administrator, Monsanto's Rescission Right has expired, all Enrolled Claimants' Walk-Away Rights have expired, and Monsanto's Walk-Away Buyout Rights have expired; or (ii) after expiration of the Audit Period, it is determined by the Third-Party Auditor that the aggregate of all Claim Amounts and Adjusted Claim Amounts, if any, for all timely Enrolled Claimants, even if approved, could not exceed the Claim Fund Cap, at which time funds will be released as determined.
- c) The Dicamba Claims Trustee may make disbursements out of the Dicamba Claims Trust to pay, on an interim basis, any Administrative Expenses or Dicamba Claims Trust Expenses as these obligations become due; provided, however, that in no event will the total amount of all disbursements under this Section 25.c exceed, as of the date of payment, the amounts paid into the Dicamba Claims Trust under Sections 24.e and 24.f and any interest earned thereon.
- d) The Dicamba Claims Trustee is responsible for filing all income tax and other returns and statements necessary to report any income earned by the Dicamba Claims Trust and must pay any Taxes due thereon out of the Dicamba Claims Trust, if and when legally required, including interest and penalties due on income earned by the Dicamba Claims Trust. The Dicamba Claims Trustee may, in its discretion, delegate these duties to the Claims Administrator or otherwise, in accordance with the Dicamba Claims Trust Agreement.
 - i) The Dicamba Claims Trustee must pay customary and reasonable Tax Expenses, including professional fees and expenses incurred in connection with carrying out its responsibilities as set forth in this Paragraph from the Dicamba Claims Trust when incurred. Monsanto will be responsible to pay all Taxes or Tax Expenses to the extent that they are not paid out of Settlement Funds; provided, however, that no amounts paid by Monsanto into the Dicamba Claims Trust under Section 24.d may be used to pay Taxes or Tax Expenses 24.d.
- e) In no event will Monsanto have any liability or responsibility with respect to the distribution or administration of the Settlement Funds or the Dicamba Claims Trust. Nothing herein in any way relieves Monsanto of its obligation to pay Administrative Expenses.
- f) Each Final Claimant will look solely to the Dicamba Claims Trust for settlement and satisfaction, as provided herein, of all Claims provided that Monsanto has met its Dicamba Claims Trust contribution obligations, or if payment has been issued from the Dicamba Claims Trust to Enrolling Counsel, solely to Enrolling Counsel.

- g) The Parties agree that Monsanto may seek an order from a court approving the return to Monsanto of any portion of the Settlement Funds: (i) that is not paid pursuant to the obligations of this Settlement Agreement within one-hundred eighty days of the date on which the last anticipated Settlement Payment is made to a Final Claimant; (ii) in the case of Monsanto exercising its Rescission Right under Section 23, Monsanto Rescission Right, that is not needed to pay Administrative Expenses and Dicamba Claims Trust Expenses already incurred; or (iii) as otherwise set forth in Exhibit G to this Agreement, the Dicamba Claims Trust Agreement, the provisions of Section 8.02 of which are expressly incorporated herein by this reference. In no event will Settlement Payments properly paid out under this Agreement be returned to Monsanto. The ECC, Enrolling Counsel, and Enrolled Claimants agree to reasonably cooperate with, and not to object to, any such request from Monsanto.
- i) The Parties will cooperate with each other and will not take a position in any filing or otherwise that is inconsistent with, or contrary to, Monsanto's right to receive the reversion of funds from the Dicamba Claims Trust as set forth in this Section 25.g or otherwise in this Agreement, or in the Dicamba Claims Trust Agreement.

26. Tax Matters. The Parties agree to characterize the monies in the Dicamba Claims Trust for Tax purposes in such manner as is reasonably determined by Monsanto, including without limitation as a "qualified settlement fund" ("QSF") within the meaning of Treasury Regulation § 1.468B-1 or as a grantor of a trust pursuant to an election under Treasury Regulation § 1.468B-1(k) or otherwise. The agreement governing the qualified settlement fund will be in the form of Exhibit G (the Dicamba Claims Trust Agreement), attached hereto. The Parties will cooperate with each other and will not take a position in any filing or before any tax authority that is inconsistent with such treatment.

- a) The ECC and Monsanto agree to seek approval from the United States District Court for the Eastern District of Missouri to establish the Dicamba Claims Trust as a QSF within the meaning of Treasury Regulation § 1.468B-1 or as a grantor of a trust pursuant to an election under Treasury Regulation § 1.468B-1(k) or otherwise, in the form of the Proposed QSF Order, attached hereto as Exhibit N, and further agree that the United States District Court for the Eastern District of Missouri will have continuing jurisdiction over any QSF created by order of that Court pursuant to this Agreement.
- b) At the request of Monsanto, a "relation back election" as described in Treasury Regulation § 1.468B-1(j) will be made to enable the Dicamba Claims Trust to be treated as a QSF from the earliest date possible, and the Dicamba Claims Trustee will take all actions as may be necessary or appropriate to this end.
- c) Monsanto must timely provide the Dicamba Claims Trustee, and the ECC will provide Monsanto, with such material and relevant information as reasonably requested by Monsanto or the Dicamba Claims Trustee, as applicable, in connection with any Tax filing or the payment of any Taxes or any private letter ruling regarding the tax status of the Settlement Funds.

- d) The Dicamba Claims Trustee is responsible for paying Taxes or estimated Taxes on any income earned on the Settlement Escrow Funds in accordance with this Agreement. If Taxes are finally assessed against and paid by Monsanto with respect to the Settlement Funds, Monsanto will be entitled to reimbursement of such payments from, and up to but not exceeding the amount of, the income earned on the Settlement Escrow Funds.

ARTICLE IX - MISCELLANEOUS FEES AND COSTS

27. Incentive Payments. Due to their work on behalf of the common benefit of all Eligible Participants, the Parties agree that certain plaintiffs in the MDL Litigation are entitled to an Incentive Payment to be paid by Monsanto. The Incentive Payments will be paid contemporaneously with any Settlement Payment, but will be in addition to any Settlement Payment that these plaintiffs are entitled to receive pursuant to this Agreement.

- a) Monsanto will pay the Incentive Payments as follows:
- i) each plaintiff named in the Crop Damage Master Complaint who was not dismissed with prejudice prior to the Execution Date will be entitled to an Incentive Payment of fifteen thousand dollars (\$15,000.00);
 - ii) each plaintiff in the MDL Litigation not named in the Crop Damage Master Complaint who was deposed in the MDL Litigation will be entitled to an Incentive Payment of ten thousand dollars (\$10,000.00); and
 - iii) each plaintiff in the MDL Litigation not named in the Crop Damage Master Complaint who prepared for a noticed deposition in the MDL Litigation that did not occur will be entitled to an Incentive Payment of five thousand dollars (\$5,000.00).
- b) Monsanto must deposit the Incentive Payment amounts into the Dicamba Claims Trust on or before the date the Claims Period ends. The Dicamba Claims Trustee must release any Incentive Payment with the Settlement Payment and only after Monsanto receives a fully executed Release from such Person.

28. Promotions and Costs. Notwithstanding anything to the contrary in this Agreement, the ECC and Monsanto agree that any named party in the MDL Litigation and the named party's counsel may conduct truthful promotion and advertising of this Settlement. Any such promotion and advertising may not state that Monsanto admitted any fault, wrongdoing, or liability. The ECC and Monsanto agree that each Person conducting such promotion and advertising will bear its own costs and expenses for any such promotion or advertisement, provided that the ECC and Monsanto agree to share in the costs and expenses of any jointly agreed-upon promotion or advertisement. Such joint agreement must be reflected in writing, signed by both the ECC and Monsanto.

ARTICLE X – ATTORNEYS' FEES AND EXPENSES

29. Common Benefit Counsel Fees and Expenses. Monsanto will pay Common Benefit Counsel fees and expenses in accordance with the terms herein.

- a) On or before December 21, 2020, Monsanto will pay an initial payment of twelve million five hundred thousand dollars (\$12,500,000.00) into the Attorneys' Fee Escrow ("Initial Common Benefit Fee Payment"). This amount will be immediately payable to Common Benefit Counsel and will not be refundable.
- b) Promptly after the Execution Date, Common Benefit Counsel and Monsanto must provide time and expense summaries to the Mediator, including an estimate of future fees and expenses likely to be incurred during the Process. Monsanto must make a second payment of Common Benefit Counsel fees into the Attorneys' Fee Escrow on or before December 31, 2020 of the amount determined as follows ("Second Common Benefit Fee Payment"):
 - i) The Mediator must review the records provided to him and make a final determination whether and to what extent Common Benefit Counsel's incurred and estimated fees and expenses are reasonable under the circumstances and consistent with the Common Benefit Order's requirement that time and expenses be incurred "for the Common Benefit of all producer and/or non-producer plaintiffs." Such records and summaries are highly confidential and may not be shared with any other Party or Person.
 - (1) If the Mediator determines that the reasonable incurred and estimated lodestar fees submitted by Common Benefit Counsel collectively equal or exceed thirty million dollars (\$30,000,000.00), then Monsanto must pay thirty-five million dollars (\$35,000,000.00) into the Attorneys' Fees Escrow.
 - (2) If the Mediator determines that the reasonable incurred and estimated lodestar fees submitted by Common Benefit Counsel are collectively less than thirty million dollars (\$30,000,000.00), then Monsanto must pay into the Attorneys' Fee Escrow an amount equal to thirty-five million dollars (\$35,000,000.00) reduced dollar-for-dollar by the amount that the reasonable lodestar fees are determined to be less than thirty million dollars (\$30,000,000.00). By way of example only, if the Mediator determines that the reasonable incurred and estimated lodestar fees are twenty-nine million dollars (\$29,000,000.00), then Monsanto would be required to pay into the Attorneys' Fee Escrow thirty-four million dollars (\$34,000,000.00).
- c) On or before December 31, 2020, Monsanto must also pay into the Attorneys' Fee Escrow all litigation and settlement expenses that the Mediator has identified as: (i) reasonable; (ii) consistent with the Common Benefit Order; and (iii) non-duplicative; provided however that in no event will Monsanto's payment for such expenses exceed two million five hundred thousand dollars (\$2,500,000.00).
 - i) To the extent that any litigation expenses the Mediator finds that Monsanto is obligated to pay pursuant to this Settlement are duplicative of expenses also included in the Bill of Costs submitted by plaintiff in *Bader Farms, Inc. et al. v. Monsanto Company*, Case 1:16-cv-00299-SNL (E.D. Mo.) (Doc. #574), Monsanto, the ECC, and the Common Benefit Counsel agree that Monsanto will be entitled to an offset of

such expenses should it be ordered to pay them by the Court in *Bader Farms*. If Monsanto has already paid expenses pursuant to an order requiring it to do so in *Bader Farms* prior to paying any duplicative expenses pursuant to this Agreement, Monsanto will be entitled to an offset of such expenses, although such expenses will count towards the two million five hundred thousand dollar (\$2,500,000.00) cap set forth in Section 29.c.

- d) The payments set forth in Sections 29.b and 29.c are fully refundable to Monsanto in the event that it exercises Monsanto's Rescission Right as set forth in Section 23, Monsanto Rescission Right, and may not be released to Common Benefit Counsel until either the waiver or the expiration of Monsanto's Rescission Right; provided, however, that Monsanto must not condition the exercise of Monsanto's Rescission Right on any modification of the payments provided for in Sections 29.a through 29.c.
- e) Monsanto will be solely responsible for any fees, expenses and costs charged by the Mediator related to his duties and obligations set forth in this Section 29, Common Benefit Counsel Fees and Expenses.
- f) The Attorneys' Fees Escrow will pay all Attorneys' Fees Escrow Expenses and Tax Expenses.

30. Attorneys' Fees: Other Provisions. Monsanto's attorneys' fees obligations are governed by the additional terms herein.

- a) Within fifteen Business Days of determination of the Settlement Payments for Final Claimants, Monsanto must make an additional payment of attorneys' fees into the Attorneys' Fee Escrow of twenty-five percent (25%) of the aggregate Settlement Payments, subject to the attorneys' fee cap set forth in Section 30.c; provided, however, that this Common Benefit Payment, combined with the Initial Common Benefit Fee Payment and the Second Common Benefit Fee Payment, will not exceed: (i) seventy-seven million dollars (\$77,000,000.00) if less than ninety-nine percent (99%) of Persons who were represented by any attorney or law firm who entered an appearance in the MDL Litigation as of the Execution Date (including any Persons with an active case pending in state court involving alleged damages to soybeans who was represented by such counsel) become Final Claimants; or (ii) seventy-nine million dollars (\$79,000,000.00) if ninety-nine percent (99%) or more of Persons who were represented by any attorney or law firm who entered an appearance in the MDL Litigation as of the Execution Date (including any Persons with an active case pending in state court involving alleged damages to soybeans who was represented by such counsel) become Final Claimants. This amount will be immediately payable to Common Benefit Counsel from the Attorneys' Fee Escrow and will not be refundable.
- b) The Settlement Payment due to any Final Claimant who is represented by counsel not on the ECC will be reduced by twelve percent (12%), with such funds being deposited into the Attorneys' Fee Escrow. Any Claimant who is represented by counsel not on the ECC must certify on its Claim Form that the Claimant understands that twelve percent (12%) of any Settlement Payment due it will be withheld. Further, any Enrolling Counsel who

is not a member of the ECC must certify in the Enrolling Counsel Declaration that twelve percent (12%) of any Settlement Payment will be withheld, and that the twelve percent (12%) withheld will reduce, on a dollar-per-dollar basis, the amount of fees otherwise due to the Enrolling Counsel.

- i) The ECC, including each of its members, agrees that it will not refer Eligible Participants to counsel who are not members of the ECC and will take no other actions designed to increase their payment under Section 30.b.
- c) In no event, shall the Total Attorneys' Fees Payment exceed eighty-five million dollars (\$85,000,000.00). To the extent that the Total Attorneys' Fees Payment would exceed eighty-five million dollars (\$85,000,000.00), Monsanto's payment obligations under Section 30.a will be reduced on a dollar-for-dollar basis such that the Total Attorneys' Fees Payment equals eighty-five million dollars (\$85,000,000.00).
- d) Under no circumstance will the amount of attorneys' fees and expenses paid pursuant to Sections 29, Common Benefit Counsel Fees and Expenses, and 30, Attorneys' Fees: Other Provisions, be applied towards the Claim Fund Cap.
- e) Monsanto and the ECC will jointly file a motion to rescind the Common Benefit Order substantially similar to that set forth in Exhibit O. Upon payment of all of the attorneys' fees and litigation expenses that Monsanto is obligated to pay under this Agreement, the Monsanto Released Parties and the Additional Released Parties will have no further obligations under the Common Benefit Order or for any additional attorneys' fees or litigation expenses related to Claims released by Claimants or Affiliated Claimants pursuant to the Process, and none will be responsible for, or pay for, any dispute between the ECC and any counsel not on the ECC regarding any attorneys' fees or litigation expenses.
- f) Monsanto will in no way be responsible for the expenses of administering the Attorneys' Fees Escrow, nor will the ECC submit such expenses as a litigation and settlement expense. Further, Monsanto will in no way be associated with the administration of the Attorneys' Fees Escrow or be liable with respect to any dispute regarding any costs, expenses, legal fees or litigation costs to be deducted from the Attorneys' Fee Escrow.
- g) Gray, Ritter & Graham, P.C. is designated as the sole recipient of funds released from the Attorneys' Fees Escrow. Such designation is fully authorized by the Parties, including the ECC and any Common Benefit Counsel. Gray, Ritter & Graham, P.C. will be solely responsible, and will hold harmless the Monsanto Released Parties from any liability regarding, the release or disbursement of funds to Gray, Ritter & Graham, P.C. from the Attorneys' Fees Escrow provided that Monsanto complies with its funding obligations under this Agreement and its obligations under any agreement governing the Attorneys' Fees Escrow.

ARTICLE XI - CERTAIN LITIGATION MATTERS

31. Delivery of Stipulations of Dismissal and Releases. Except as otherwise provided in this Agreement, the Claims Administrator must retain control of any Release and Incorporation of Settlement, Stipulation of Dismissal With Prejudice, Affiliated Claimant Consent Form, and Enrolling Counsel Declaration submitted as part of the Claims Package of any Claimant until such time as it is finally concluded that: (i) the conditions for Monsanto to exercise its rights under Section 23, Monsanto Rescission Right, are not met; or, (ii) if such conditions are met, until such time as Monsanto elects whether to exercise said rights. At the latest date of either it being finally concluded that the conditions for Monsanto to exercise its rights under Section 23, Monsanto Rescission Right, are not met or, if met, the expiration or waiver of Monsanto's Rescission Right, and after the Settlement Payment for each Final Claimant has been determined and Monsanto has contributed to the Dicamba Claims Trust sufficient funds to cover the Settlement Payment of each Final Claimant, the Claims Administrator must deliver to Monsanto each such Release and Incorporation of Settlement, Stipulation of Dismissal With Prejudice, Affiliated Claimant Consent Form, and Enrolling Counsel Declaration (and, without limitation, Monsanto will be free to file or cause to be filed any such document, in any relevant action or proceeding).

32. Pursuit of Certain Claims. The Parties agree that to administer the Process, Claimants must agree to refrain from asserting certain legal claims, stay certain legal claims, and dismiss class action claims.

- a) From and after the date on which a Claim Form is submitted by a Claimant until the earlier of: (i) the date the Release and Incorporation of Settlement and any Stipulation of Dismissal With Prejudice accompanying such Claim Form is delivered to Monsanto pursuant hereto; (ii) the date the Claimant's Process Claim is finally rejected by the Claims Administrator and, if appealed, the Appeals Master, or the time to appeal the Claim Administrator's final rejection has expired; or (iii) such Claimant exits the Process under circumstances such that the Claimant's Release and Incorporation of Settlement and Stipulation of Dismissal With Prejudice, if any, are destroyed by the Claims Administrator, such Claimant:
 - i) will be prohibited from, and refrain from, taking any action (including any legal action) to initiate, pursue, or maintain, or otherwise attempt to execute upon, collect, or otherwise enforce any actual or alleged Claims against any Monsanto Released Party (other than to the extent inherent in making and pursuing a Process Claim in accordance with the terms of this Agreement);
 - ii) must cooperate in all reasonable respects with Monsanto to seek to stay, and to continue in effect any then outstanding stay with respect to, any pending legal proceedings instituted by such Claimant against any Monsanto Released Party or any Additional Released Party related to the subject matter of this Agreement;
 - iii) must refrain from instituting any new legal action against any Monsanto Released Party related to the subject matter of this Agreement; and

- iv) will be prohibited from, and refrain from, attempting to execute or collect on, or otherwise enforce, any judgment that may be entered against any Monsanto Released Party or any Additional Released Party in any legal action described in Section 32.a.ii.

Further, if a Claimant exits the Process under circumstances such that the Claimant's Release and Incorporation of Settlement remains in effect, in furtherance and not in limitation of such Release and Incorporation of Settlement, any judgment referred to in Section 32.a.iv automatically will be deemed to have been released by such Claimant, and such Claimant must execute such instruments, and take such other actions, as Monsanto reasonably may request in order to further evidence or implement the same.

- b) Within seven days of the Execution Date, the ECC will cause the dismissal or striking of all putative class action Claims in the MDL Litigation and any state court actions. The ECC and Monsanto must agree on the form and substance of this dismissal or striking of the class action Claims. This provision does not apply to Claims related to purchasers of Xtend Seed, or XtendiMax herbicide or other dicamba-based herbicides, relating to or arising from any alleged inability to apply such herbicides as a result of the Ninth Circuit's vacatur of registrations for herbicides previously approved for application over the top of dicamba-tolerant soybeans or cotton, or both.
- c) The ECC and Monsanto will negotiate, agree on, and cause to be filed proposed case management orders or docket control orders to be submitted in the MDL Litigation and any related state court action for approval to govern procedures for any current cases that are not resolved by this Agreement or future cases involving dicamba that may be filed, including, if included in the MDL, any cases that involve Claims of purchasers of Xtend Seed, or XtendiMax herbicide or other dicamba-based herbicide relating to or arising from any alleged inability to apply such herbicides as a result of the Ninth Circuit's vacatur of registrations for herbicides previously approved for application over the top of dicamba tolerant soybeans or cotton, or both. Such proposed case management orders or docket control orders will include, but not be limited to, Exhibit P, which the ECC and Monsanto agree to jointly submit in the MDL Litigation within ten days of the Execution Date. The ECC agrees that it will not oppose the continuing jurisdiction of the MDL Court, will not oppose transfer to the MDL, and will not seek remand from the MDL Litigation of any future filed cases properly subject to federal jurisdiction and transferrable to the MDL Litigation pursuant to 28 U.S.C. § 1407, so that the case management or docket control orders can be implemented and enforced.

33. Compromise of Claims. This Agreement is an effort to compromise the Claims made by Eligible Participants, which are disputed as to the validity and amount.

- a) This Agreement may not be used by any Person as evidence of negligence or liability of any kind by any Monsanto Released Party; provided, however, that nothing in this Agreement will be construed to prevent any Monsanto Released Party from pleading or otherwise proving its/their status as a joint tortfeasor for the purpose of seeking contribution or indemnification from any Additional Released Party.

- b) The Parties expressly agree that this Agreement and its contents, including its Exhibits, and any and all statements, negotiations, documents, and discussions associated with it, will not be deemed or construed to be an admission, concession, or evidence of any violation of any statute or law, any liability or wrongdoing, or the merits of any of the Claims or the truth of any allegations made in the Claims or any other matter. Any submission or other action under this Agreement is for the purposes of settlement only and will be inadmissible for any purpose in litigation, except as explicitly provided for in this Section 33, Compromise of Claims.
- c) No Party will seek to introduce or offer the terms of this Agreement, any statement, transaction, or proceeding in connection with the negotiation, execution, or implementation of this Agreement, or any documents delivered in connection with this Agreement (to the extent not already in the possession of the Party seeking to introduce or offer the terms of the document, independent of the Process), or otherwise rely on the terms of this Agreement, in any judicial or arbitral proceeding, except: (i) Monsanto may use this Agreement to seek contribution or indemnification from any Additional Released Party for payments made under this Agreement; and (ii) insofar as it is necessary to enforce the terms of this Agreement (or in connection with the determination of any tax liability of a Party) or any instrument executed and delivered pursuant to this Agreement (including any Release and Incorporation of Settlement, Stipulation of Dismissal With Prejudice, or any other part of a Claims Package).
 - i) If a Person seeks to introduce or offer any of the materials described in Section 33.c in any proceeding against any Monsanto Released Party, then any Monsanto Released Party may seek to enforce the terms of Section 33.c against such Person and the restrictions of Section 33.c will not be applicable to any such Monsanto Released Party with respect to that Person.
- d) Nothing in this Section 33, Compromise of Claims, applies to: (i) any action to submit any evidence in any legal proceeding related to enforcement of this Agreement; or (ii) any other action by Monsanto in relation to any Release and Incorporation of Settlement or Stipulation of Dismissal With Prejudice that is provided to Monsanto in accordance with the terms of this Agreement.
- e) The Parties recognize and acknowledge that Monsanto is represented by counsel, and received independent legal advice with respect to the advisability of entering into this Agreement. Each of the Parties acknowledge that: the negotiations leading up to this Agreement were conducted regularly and at arm's length; this Agreement is made and executed by and of each Party's own free will; each Party knows all of the relevant facts and its rights in connection therewith; and no Party has been improperly influenced or induced to make this Agreement as a result of any act or action on the part of any other Party or employee, agent, attorney or representative of any Party. The Parties further acknowledge that they entered into this Agreement because of their desire to avoid the further expense and inconvenience of litigation and other disputes, and to compromise permanently and settle the Claims between any Claimant, on the one hand, and Monsanto, on the other hand, settled by the execution of this Agreement and implementation of the Process.

34. Monsanto Release of Final Claimants. Upon receipt of a valid and enforceable Release and Incorporation of Settlement and Affiliated Claimant Consent Form(s), if any, Monsanto releases such Claimant and Affiliated Claimant(s) from any and all claims, causes of action, and suits of every kind and nature, under any legal theory (whether known or unknown; fixed or contingent; or by statute or under the common law) arising or accruing in whole or in part that are in any way related to or arising from, out of, or based on the off-target movement of a dicamba product sprayed by the Claimant or Affiliated Claimant(s) over the top of dicamba-tolerant soybean or cotton crops between 2015 and 2020.

ARTICLE XII - MISCELLANEOUS

35. Notice. Any notice, request, instruction or other document to be delivered pursuant to this Agreement must be sent to the appropriate Person as set forth herein.

- a) Notice must be provided by U.S. mail, electronic mail, or personal delivery; provided, however, that notice may be sent through the Claims Platform if the Claims Platform is able to prompt the recipient by electronic mail that a notice has been delivered via the Claims Platform and may be accessed via the Claims Platform.
- i) The sender must retain reasonable evidence of delivery.
- b) Notice must be directed to the below Persons using the below contact information, unless and until notice is given to a change in contact information.

i) If to the Claims Administrator:

Dicamba Soybean Settlement Claims Administrator – nham@epiqglobal.com
c/o Epiq
P.O. Box 5476
Portland OR 97228-5476

ii) If to Monsanto:

Chris Hohn – chohn@thompsoncoburn.com
Thompson Coburn LLP
One U.S. Plaza
St. Louis, MO 63101

iii) If to any Claimant represented by counsel:

To such Claimant's Enrolling Counsel as reflected on such Claimant's Claim Form, at the email address or address reflected thereon.

iv) If to the ECC:

Don Downing – ddowning@grgpc.com
Gray, Ritter & Graham, P.C.

701 Market St., Suite #800
St. Louis, MO 63101

v) If to a Claimant who is not represented by counsel:

To such email address or mailing address as is reflected on such Claimant's Claim Form.

- c) Monsanto, the ECC, and the Claims Administrator may, for all purposes of this Agreement, treat Enrolling Counsel for a Claimant as such Claimant's counsel, unless and until otherwise advised by such Claimant. Notices to be provided to a Claimant with Enrolling Counsel must be directed to Enrolling Counsel; provided, however, that if multiple Process Claims are submitted on behalf of the same Claimant by multiple Enrolling Counsel, then any Notices to be provided to Claimant must be directed to Claimant individually as well as all Claimant's Enrolling Counsel.
- d) Any notice, request, instruction, or other document required by this Agreement to be given by any Person listed in Section 35.b must be in writing and delivered in accordance with the terms of Sections 35.a and 35.b, and such Person may rely on the contact information last provided by a Party or the Claims Administrator, as applicable. Neither the Claims Administrator nor any Party must (but in its sole and absolute discretion may) take other steps to locate Persons as to whom notices, requests, instructions or other documents have been returned as undelivered. Each Party is responsible for keeping the Claims Administrator informed of its correct contact information.
- e) Notwithstanding anything to the contrary in Sections 35.a and 35.b, any form or other documentation required to be served or submitted under this Agreement will be deemed timely if delivered by mail (and not required to be delivered in some other fashion), if postmarked (or, in the absence of a postmark or if such postmark is illegible, if received) on or before the date by which it is required to be submitted under this Agreement.
- f) Monsanto, the ECC, Claimants, Affiliated Claimants, and Enrolling Counsel must refrain from any *ex parte* communications with the Claims Administrator, Third-Party Auditor, Enhanced Review Panel, Integrity Screener, or Appeals Master unless expressly permitted by this Agreement.

36. Warranties and Representations. The Parties make the following warranties and representations, which are material to this Agreement and without which, the Agreement would be null and void.

- a) Each signatory to this Agreement, a Release and Incorporation of Settlement, an Affiliated Claimant Consent Form, or a Claim Form represents and warrants that the signatory is authorized to bind the Persons on whose behalf each signatory is signing such document.
- b) Each ECC member firm represents and warrants that it has provided to Monsanto complete and accurate information identifying: (i) every Person who as of the Execution Date has an active case in the MDL Litigation alleging damages to soybeans or in state

court alleging damages to soybeans from dicamba and who as of the Execution Date is represented by such ECC member firm; and (ii) every Person who as of the Execution Date is represented by such ECC member firm regarding the Person's belief or assertion that the Person had soybean crop injury as a result of dicamba or symptomology on soybeans consistent with auxin-herbicide exposure in any year(s) between 2015 and 2020. The identifying information described in this Paragraph is set forth in Schedule AA hereto.

- i) The information identifying Persons under Section 36.b must include each Person's name (individual and entity name) and county/counties and state(s) in which the Person farms.
 - ii) Notwithstanding anything in this Section 36, Schedule AA must not include James Hampton, Vinson Farms or Sam Branum.
- c) Each ECC member firm represents and warrants that it has provided to Monsanto information that is complete and accurate to the best of the ECC member firm's knowledge and belief, after reasonable inquiry, identifying: (i) every Person who as of the Execution Date has an active case pending in the MDL Litigation alleging damage to soybeans or in state court alleging damages to soybeans from dicamba and who as of the Execution Date is represented by any attorney or law firm who entered an appearance in the MDL Litigation (regardless of on whose behalf); and (ii) every Person who as of the Execution Date is represented by any attorney or law firm who entered an appearance in the MDL Litigation regarding the Person's belief or assertion that the Person had soybean crop injury as a result of dicamba or symptomology on soybeans consistent with auxin-herbicide exposure in any year(s) between 2015 and 2020. The identifying information described in this Paragraph is set forth in Schedule AA hereto. Each ECC member firm satisfies the reasonable inquiry requirement of this Section 36.c if it confirms that a representative of the ECC has at least requested such information from each firm who has entered an appearance in the MDL Litigation in writing at least five Business Days prior to the Execution Date and followed up with at least one phone call requesting such information in advance of the Execution Date.
- i) The information identifying Persons under Section 36.c must include each Person's name (individual and entity name), and county/counties and state(s) in which the Person farms.
- d) Each ECC member firm represents and warrants that it will provide to Monsanto a total Soybean Acres at Issue number that is complete and accurate to the best of the ECC member firm's knowledge and belief, after reasonable investigation, regarding the total Soybean Acres at Issue for: (i) every Person who as of the Execution Date has an active case pending in the MDL Litigation alleging damages to soybeans or in state court alleging damage to soybeans from dicamba and who as of the Execution Date is represented by such ECC member firm; and (ii) every Person who as of the Execution Date is represented by such ECC member firm regarding the Person's belief or assertion that the Person had soybean crop injury as a result of dicamba or symptomology on soybeans consistent with auxin-herbicide exposure in any year(s) between 2015 and

2020. The Soybean Acres at Issue information available to the ECC member firm from Forms FSA 578 in such firm's possession at least five Business Days before the Execution Date is set forth in Schedule AA hereto. An ECC member firm satisfies the reasonable investigation requirement of this Section 36.d if such member firm has at least reviewed the Forms FSA 578 for each year from 2015 to 2020 provided by its clients and, as to the final supplemental Schedule AA, the ECC member firm has confirmed with such clients that such clients have provided all their Forms FSA 578 for the years 2015 to 2020, that such clients had no Interests in Fields planted to soybean crops not reflected on the Forms FSA 578 for such years or, if such Interests exist, have requested such information from such clients.

- e) Each ECC member firm represents and warrants that it will provide to Monsanto information that is complete and accurate to the best of the ECC member firm's knowledge and belief, after reasonable inquiry, regarding the total Soybean Acres at Issue for: (i) every Person who as of the Execution Date has an active case pending in the MDL Litigation alleging damages to soybeans or in state court alleging damage to soybeans from dicamba and who as of the Execution Date is represented by any attorney or law firm who entered an appearance in the MDL Litigation; and (ii) every Person who as of the Execution Date is represented by any attorney or law firm who entered an appearance in the MDL Litigation regarding the Person's belief or assertion that the Person had soybean crop injury as a result of dicamba or symptomology on soybeans consistent with auxin-herbicide exposure in any year(s) between 2015 and 2020. The Soybean Acres at Issue information available to the ECC member firm as of the Execution Date after reasonable inquiry is set forth in Schedule AA hereto. Each ECC member firm satisfies the reasonable inquiry requirement of this Section 36.e if it confirms that a representative of the ECC has at least requested such information from each firm who has entered an appearance in the MDL Litigation in writing at least five Business Days prior to the Execution Date and followed up with at least one phone call requesting such information in advance of the Execution Date if not previously received.
- f) Each ECC member firm warrants and represents that it will supplement Schedule AA as soon as reasonably practicable to include information: (i) regarding that ECC member firm's clients not available from the Forms FSA 578 available to the ECC member firm five Business Days prior to Execution Date; or (ii) subsequently received related to Sections 36.c and 36.e. Each ECC member firm must certify a final Schedule AA as complete and accurate upon reasonable investigation as to the ECC member firm's clients when supplementation by all ECC firms is complete. Each ECC member firm further warrants as to the final Schedule AA that it has supplemented Schedule AA regarding any information received pursuant to Sections 36.c and 36.e and is not aware of any missing or inaccurate information related to any Person listed on Schedule AA.
- g) Each ECC member firm represents and warrants that it has identified every Person, if any, listed on Schedule AA who such ECC member firm represents and believes may seek to recover a price premium on one or more Affected Fields based on a seed production contract, the sale of certified organic soybeans, or the sale of non-GMO soybeans at a non-commodity price. The identifying information described in this Paragraph, as well as the nature of the price premium claim (i.e., seed production

contract, organic, or non-GMO), is set forth in Schedule BB hereto. Any Person listed on Schedule BB may, but is not required to, seek a price premium on appropriate Affected Fields.

- h) While nothing in this Agreement is intended to operate as a restriction on the right of any member of the ECC or his or her firm to practice law within the meaning of Rule 5.6(b) of the ABA Model Rules of Professional Conduct, each member of the ECC warrants and represents that he or she, and any other attorney in his or her office:
 - i) has no present intent to solicit new clients for the purpose of filing new Claims in litigation related to soybean crop injury in the 2015 to 2020 crop years, including but not limited to putative class actions; and
 - ii) has no present intent to continue or create in the future, any advertisements for clients to file new Claims in litigation relating to Xtend Seed, or XtendiMax or any other dicamba herbicide, regarding soybean crop injury in the 2015 to 2020 crop years, except advertising of the settlement is expressly permitted.

Consistent with the Missouri Supreme Court Committee Comment under Rule 4-5.6 of the Missouri Rules of Professional Conduct nothing herein is intended by any party as an agreement to prohibit any ECC member from soliciting or representing other persons in connection with any Claims or otherwise.

37. Public Statements; Confidentiality. The amount of any Settlement Payment made to a Final Claimant under this Agreement must be kept confidential by Monsanto, the ECC, the Claims Administrator, the Final Claimant, Enrolling Counsel, and the Dicamba Claims Trustee and must not be disclosed except: (i) to appropriate Persons to the extent necessary to administer Process Claims or provide benefits under this Agreement; (ii) as otherwise expressly provided in this Agreement; (iii) as may be required by law or lawful compulsory order; (iv) as may be reasonably necessary to enforce, or exercise Monsanto's rights under, or with respect to, such Final Claimant's Claims Form(s), Release and Incorporate of Settlement, Stipulation of Dismissal, if any, associated Affiliated Claimant Consent Form(s), if any, or (without respect to such Final Claimant or the Claimant's Counsel as applicable) this Agreement; or (v) in any action brought by Monsanto for contribution or indemnification against any Additional Released Party, provided that such Settlement Payment information must be protected by the highest level of confidentiality available under the protective order in such a case. All Final Claimants consent to the disclosure of their Settlement Payments for these purposes.

38. Governing Law. This Agreement, and all claims or causes of action (whether in contract, tort, or statute) that may be based on, arise out of, or relate to this Agreement, or the negotiation, execution, or performance of this Agreement (including any claim or cause of action based on, arising out of, or related to any representation or warranty made in or in connection with this Agreement or as an inducement to enter into this Agreement), will be governed by, and enforced in accordance with, the internal laws of the State of Missouri, including its statutes of limitations and excluding that state's choice of law principles.

39. Waiver of Inconsistent Provisions of Law; Severability. The Parties intend for this Agreement to be fully enforceable to the maximum extent allowed by law.

- a) To the fullest extent permitted by applicable law, each Party and each Claimant waives any provision of law (including the common law) that renders any provision of this Agreement invalid, illegal, or unenforceable in any respect.
- b) Any provision of this Agreement that is found by a court of competent jurisdiction to be prohibited or unenforceable to any extent or in any particular context will be ineffective, but such ineffectiveness will be limited as follows:
 - i) if such provision is prohibited or unenforceable only in or as it relates to a particular jurisdiction, such provision will be ineffective only in or as it relates to (as the case may be) such jurisdiction and only to the extent of such prohibition or unenforceability, and such prohibition or unenforceability in or as it relates to (as the case may be) such jurisdiction will not otherwise invalidate or render unenforceable such provision (in such or any other jurisdiction);
 - ii) if (without limitation of, and after giving effect to, clause (i)) such provision is prohibited or unenforceable only in a particular context (including only as to a particular Person or Persons or under any particular circumstance(s)), such provision will be ineffective only in such particular context; and
 - iii) without limiting clauses (i) or (ii), such ineffectiveness will not invalidate any other provision of this Agreement; provided, however, that upon any determination that a provision of this Agreement is invalid, illegal, or unenforceable, the ECC and Monsanto must negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible to the fullest extent permitted by applicable law. In effecting the original intent of the Parties, no Settlement Payments will be made to or retained by Claimants without a release of Claims against the Monsanto Released Parties.
- c) Nothing in Section 39.b is intended to, or will, limit: (i) Section 39.a; or (ii) the intended effect of Section 38, Governing Law.

40. Construction; Integration; Amendment. This Agreement including all Exhibits thereto, and any amendments hereto, must be construed as follows:

- a) Each and every term and condition of this Agreement and all Exhibits thereto has been mutually negotiated, prepared, and drafted, and if at any time the Parties desire or are required to interpret or construe any such term or condition or any agreement or instrument subject hereto, no consideration will be given to the issue of which Party actually prepared, drafted, or requested any such term or condition.
- b) This Agreement and all Exhibits thereto contain the entire agreement between the Parties with respect to the subject matter hereof and supersedes and cancels all previous agreements, negotiations, and commitments between the Parties hereto (oral or otherwise) with respect to the subject matter hereof.

- c) The headings of the sections, paragraphs, and subsections herein are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement and all Exhibits thereto. Any reference to an Exhibit or Schedule will be deemed to refer to the applicable Exhibits or Schedules attached hereto. The words “include” and “including” and words of similar import when used in this Agreement or any Exhibit hereto are not limiting and will be construed to be followed by the phrase “without limitation,” whether or not they are followed by such phrase. The definitions contained in this Agreement or any Exhibit attached hereto are applicable to the singular as well as the plural forms of such terms. Words of any gender (masculine, feminine, or neutral) mean and include correlative words of other genders. As used herein or in any Exhibit hereto, the term “dollars” and the symbol “\$” will mean United States dollars. References herein or in any Exhibit hereto to instruments or documents being submitted “by” any Person include (whether or not so specified) submission of the same on behalf of such Person by counsel for such Person whether or not so specified; provided that if any particular instrument or document is required herein to be executed by a particular Person, it must (unless otherwise expressly specified herein) be so executed by such Person. References herein or in any Exhibit hereto to any particular Section (such as, for example, Section 4.2) will be deemed to refer to all sub-Sections of such Section (such as, for example, Section 4.2.1, 4.2.2, etc.), all sub-sub-Sections of such Sub-Sections, and so on; the corresponding principle applies to all references herein to any particular sub-Section, sub-sub-Section, and so on unless otherwise clear from the context of the reference. The words “this Agreement,” “herein,” “hereof,” “hereby,” “hereunder,” and words of similar import refer to this Agreement as a whole (together with any Exhibits or Schedules attached hereto) and not to any particular subdivision unless expressly so limited or the context requires otherwise. As used herein or in any Exhibit hereto, “and/or” may refer to “and,” “or,” or both depending on the context and application. Any reference herein to this Agreement will be deemed to include this Agreement as it, or the Exhibits and Schedules hereto, may be modified, varied, amended, or supplemented from time to time.
- d) This Agreement may be amended only by an instrument signed by both Monsanto and the ECC. Except where a specific period for action or inaction is provided herein, no failure to exercise, and no delay in exercising, any right, power, or privilege hereunder will operate as a waiver thereof; nor will any waiver of such right, power, or privilege, or any single or partial exercise of any such right, power, or privilege, preclude any other or further exercise thereof or the exercise of any other right, power, or privilege; nor will any waiver on any particular occasion or in any particular instance, of any particular right, power, or privilege operate as a waiver of such right, power, or privilege on any other occasion or in any other instance.

41. No Third Party Beneficiaries; Assignment. This is a private Agreement for the benefit of the Parties.

- a) No provision of this Agreement or any Exhibit or Schedule hereto is intended to create any third-party beneficiary. For the avoidance of doubt, nothing in this Section 41.a limits or modifies any provisions of any Claim Form, Release and Incorporation of Settlement, or Stipulation of Dismissal With Prejudice.

- b) This Agreement and all of the provisions hereof will be binding on and inure to the benefit of the Parties and their respective successors and assigns.
- c) Without limitation of Section 41.a but also without limitation of any member of the ECC's right to enforce this Agreement, no Claimant or Affiliated Claimant will have any right to institute any proceeding, judicial or otherwise, against any Monsanto Released Party, any ECC member or firm, any Claims Administrator, any Appeals Master, any Third-Party Auditor, any Integrity Screener, any member of the Enhanced Review Panel, or the Mediator, to enforce, or otherwise with respect to, this Agreement.

42. Liability of Administrative Personnel. No Claims Administrator, Appeals Master, Third-Party Auditor, Integrity Screener, member of the Enhanced Review Panel, or Mediator, nor any employee or agent of any of them, will be liable to any Claimant, Affiliated Claimant, or Enrolling Counsel for acts or omissions in connection with the Process except, with respect to each such Person, for such Person's own gross negligence or willful misconduct.

- a) Nothing in this Section confers on any Claimant, Affiliated Claimant, or Enrolling Counsel any privity of contract with, or other right to institute any action against, any Claims Administrator, Appeals Master, Third-Party Auditor, Integrity Screener, member of the Enhanced Review Panel, or Mediator.
- b) In the event that the Claims Administrator, Appeals Master, Third-Party Auditor, Integrity Screener, member of the Enhanced Review Panel, or Mediator must comply with any discovery obligations related to their respective work under this Agreement, the requesting party bears the cost of complying with such discovery obligation and such work and costs are expressly excluded from this Agreement.
- c) In addition to the other protections allowed by this Section 42, Liability of Administrative Personnel, the Appeals Master shall be protected by judicial immunity as would any state or federal judge in Missouri.

43. Counterparts; Facsimile Signature. This Agreement may be executed in any number of counterparts, each of which will be an original and will together constitute one and the same instrument. It will not be necessary for any counterpart to bear the signature of all Parties hereto. This Agreement and any amendments hereto, to the extent signed and delivered by means of a facsimile machine or electronic scan (including in the form of an Adobe Acrobat PDF file format), will be treated in all manner and respects as an original agreement and will be considered to have the same binding legal effect as if it were the original signed version delivered in person.

44. Further Assurances. From time to time following the Execution Date: (i) each Party must take such reasonable actions consistent with the terms of this Agreement and otherwise reasonably cooperate with each other Party in a manner consistent with the terms of this Agreement as reasonably requested by each such other Party as may be reasonably necessary in order to further effectuate the intent and purposes of this Agreement and to carry out the terms hereof; and (ii) each Claimant, Affiliated Claimant, and Enrolling Counsel (so long as it is not inconsistent with Enrolling Counsel's ethical obligations) must take such reasonable actions

consistent with the terms of this Agreement as may reasonably be requested by Monsanto or by the ECC, and otherwise reasonably cooperate with Monsanto and the ECC in a manner consistent with the terms of this Agreement as reasonably requested by Monsanto or the ECC as may be reasonably necessary in order to further effectuate the intent and purposes of this Agreement and to carry out the terms hereof. To the extent such actions will be made by counsel, such actions must be consistent with their duties to their clients who are Parties to this Agreement.

45. Specific Performance. It is understood and agreed by the Parties that money damages would not be a sufficient remedy for any breach of this Agreement by any Party and each non-breaching Party will be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach in addition to any other remedy available at law or in equity, without the necessity of demonstrating the inadequacy of monetary damages.

46. Proceedings Against Additional Released Parties. As a condition of participating in the Process, Enrolled Claimants waive any opportunity or right to intervene or voluntarily participate, and agree not to intervene or voluntarily participate, in any lawsuit, arbitration, or other proceeding brought by any Monsanto Released Party against any Additional Released Party seeking contribution, indemnification, or recovery in any form, for funds paid under this Agreement.

47. Computing Dates. All deadlines under this Agreement must be computed as follows: (i) exclude from the period the day that triggers the deadline; (ii) count every day, including intermediate Saturdays, Sundays, and legal holidays unless otherwise explicitly noted herein; and (iii) include the last day of the period, but if the last day is a Saturday, Sunday, or legal holiday, then the period continues to run until the end of the next day that is not a Saturday, Sunday, or legal holiday.

48. Further Judicial Rulings. Notwithstanding any rulings or decisions that do not address this Agreement by the U.S. Court of Appeals for the Eighth Circuit, the Eastern District of Missouri, or any other court, this Settlement Agreement will proceed pursuant to the terms and conditions set forth above.

**[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK WITH SIGNATURE
PAGES TO FOLLOW]**

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the Execution Date.

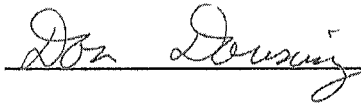
Monsanto

A handwritten signature in black ink, appearing to read "William B. Dodero". The signature is fluid and cursive, with a large initial "W" and a stylized "D".

William B. Dodero, VP & Assistant General Counsel
On behalf of the Persons identified
within the definition of the term "Monsanto"

December 16, 2020

Executive Committee Counsel

_____

Don M. Downing

On behalf of each of the Persons identified
within the definition of the term “Executive Committee Counsel”

December 16, 2020

Exhibits to Dicamba Soybean Master Settlement Agreement

EXHIBIT A: CLAIM FORM

CLAIM FORM AND CLAIMS PACKAGE DEADLINE DATE

To participate in the settlement, a Claims Package, including this Claim Form, must be submitted **no later than** May 1, 2021. For more information, you may consult the Settlement Agreement (“Agreement”). Capitalized terms used and not otherwise defined in this Form carry the meanings assigned to them in the Agreement.

Submitting a Claim Form does not, on its own, establish a right to receive a Settlement Payment. Rather, Settlement Payments will be determined in accord with the terms of the Agreement.

A. INSTRUCTIONS

You – and, if represented by counsel, your attorney – must complete and sign this Form. Signatures may be handwritten or electronic, both of which will carry the full force and effect as an original.

If you accurately completed a Plaintiff Fact Sheet (“PFS”) in the MDL Litigation, you may state “See PFS” in response to any question regarding an Affected Field that can be answered by reviewing the PFS or accompanying documents, except that you must complete the following regarding Affected Fields regardless of whether you submitted a PFS: Farm, Tract and Field Numbers; Damage Year(s); whether you have received any money for an Affected Field; and all Benchmark Field information, as described in the Form.

A complete Claim Form may be submitted electronically via the Claims Platform at <http://www.DicambaSoybeanSettlement.com> or via U.S. Mail to the Claims Administrator:

Dicamba Soybean Settlement Claims Administrator
c/o Epiq
P.O. Box 5476
Portland, OR 97228-5476

Any technical issues regarding the electronic submission must be directed to the Claims Administrator. Claim Forms that are substantially illegible, not properly signed, or otherwise incomplete will be rejected.

Claim Forms must be submitted with the necessary supporting documents. You may consult the Claims Package checklist on the Claims Platform for a list of required documents for a Complete Claims Package to aid you in collecting and submitting documents. The checklist is only a guide and should not be used as a substitute for reading and understanding the terms of the Settlement Agreement. When you believe that you have submitted all necessary supporting documents, indicate that your Claims Package is complete and ready for evaluation by the Claims Administrator.

If the Claims Administrator determines that you are eligible to participate in this Settlement, you should understand that: (1) enrollment in the Process is irrevocable and subjects you to the authority of the persons specified in the Agreement to oversee the Process, including, but not limited to, the Appeals Master and the Claims Administrator; (2) you are releasing claims against the entities and individuals identified in the Release and Incorporation of Settlement, which may not be revoked, rescinded or returned other than as explained in the Agreement; (3) enrollment may terminate any lawsuits that you have brought or could have brought related to the subject matter of the Agreement, and no Claim may be advanced other than as permitted under the Agreement; and (4) this settlement Process is your sole and exclusive remedy for Claims, and you will be bound by its results.

B. PROMISES AND ACKNOWLEDGEMENTS MADE BY ELIGIBLE PARTICIPANT

1.	<p>If you are not represented by legal counsel, you acknowledge that you are entitled to consult with an attorney to assist with the Process. By submitting this Form without an attorney's signature, you declare that you are not represented by an attorney for this settlement or in the Process.</p> <p>If you are represented by legal counsel in this Process, your attorney must submit your Process Claim and your attorney will sign this Claim Form. If you have an attorney sign this Claim Form, you thereby grant your attorney full authority to act on your behalf to submit a Claims Package and communicate with the Claims Administrator and other persons specified in the Agreement on your behalf. You further acknowledge that after consulting with legal counsel you have instructed your attorney to submit your Claims Package. If your attorney is not on the Executive Committee appointed in the MDL Litigation, twelve percent (12%) of your Settlement Payment will be withheld, and your counsel must reduce the amount of fees you otherwise owe your counsel on a dollar per dollar basis equal to twelve percent (12%) of your Settlement Payment. You further will look solely to your attorney for any Settlement Payment issued to your attorney on your behalf.</p>
2.	<p>By enrolling in the Settlement Process you thereby agree to the terms of the Settlement Agreement.</p> <p>If you have filed a lawsuit related to the claims at issue in this settlement, you authorize your counsel to sign and submit a Stipulation of Dismissal With Prejudice and agree to cooperate fully and promptly to provide any other form of Stipulation of Dismissal With Prejudice.</p>
3.	<p>You acknowledge that you may submit only one Claim Form per unique individual or entity. For instance, an individual may file his own Claim Form, and a distinct business entity that individual owns may file its own Claim Form. If you submit more than one Claim Form per person or entity, any settlement payment may be substantially delayed. You acknowledge that knowing and intentional efforts to submit multiple claims may result in the forfeiture of benefits under the Agreement and require you to pay certain costs.</p>
4.	<p>You acknowledge that to be eligible to participate in the Agreement you must be a Person in the United States who in one or more of the 2015 through 2020 growing seasons was a Producer of soybeans for commercial purposes, which soybeans exhibited dicamba symptomology during one or more of these years that, to the best of your knowledge and belief, was due to dicamba applications by third parties to dicamba-tolerant soybeans and/or cotton.</p>
5.	<p>You promise to fully disclose any money you have received from third parties, including insurance companies, for yield loss to any Affected Field for which you submit a Claim Form.</p>

6.	You acknowledge that to participate in the settlement you must execute a Release and Incorporation of Settlement (the “Release”) that impacts your legal rights regarding claims you may have against Monsanto Released Parties and certain Additional Released Parties as set forth specifically in the Release and that you have a right to consult legal counsel regarding the Release. You further acknowledge that nothing in the Agreement alters, amends, or limits the rights or defenses of Monsanto under applicable law, or the limitations on potential claims contained within product packaging, instructions, or license agreements between you and any Monsanto Released Party.
7.	If you are a corporate entity, or anyone else is signing on your behalf, the person signing on your behalf represents and warrants that the signatory is authorized to bind the entity or person.
8.	YOU ACKNOWLEDGE THAT IF YOU ARE FOUND TO HAVE SUBMITTED A FRAUDULENT PROCESS CLAIM, YOU WILL BE SUBJECT TO PAYING ALL ADMINISTRATIVE EXPENSES ASSOCIATED WITH YOUR CLAIM.

C. CLAIMANT INFORMATION

1. Your Name. If individual person, state full name. If corporate entity, include entity name plus a list of shareholders, members or partners, etc., as the case may be.	
2. Any other names used or by which you have been known between 2015 and 2020, including d/b/a for corporate entities.	
3. Your Full Street Address	
4. Social Security Number & Date of Birth or, if entity, Taxpayer Identification Number & State of Registration	
5. Telephone Number (indicate if cell or landline)	Cell: _____ or Landline: _____
6. E-mail Address	

D. ENROLLING COUNSEL INFORMATION

Are you represented by an attorney to submit this claim? Yes No

Instruction: If you answer "yes," complete remainder of section. If you answer "no," proceed to Section

Attorney Name

Law Firm

Telephone

() -

Email

E. CASE INFORMATION

Have you filed a lawsuit against Monsanto, Bayer, BASF, DuPont/Corteva, or Syngenta related to dicamba injury? Yes No

Instruction: If you answer "yes," complete remainder of section. If you answer "no," proceed to Section

Date Lawsuit Filed

Court/Jurisdiction

Case Caption

Have you previously completed a Plaintiff Fact Sheet in the MDL Litigation? Yes No

F. AFFECTED FIELD INFORMATION**List Affected Fields and Years for Which You are Seeking a Settlement Payment.**

You attest that for each field for each year for which you claim injury, to the best of your knowledge and belief: (i) the Affected Field exhibited symptomology of dicamba exposure; (ii) the symptomology was due to dicamba applications by third parties over the top of dicamba-tolerant soybeans and/or cotton; and (iii) the Affected Field suffered yield loss as a result.

**Affected
Field
("AF") No.**

**County &
State
where field
is located**

**Farm,
Tract &
Field No.
(or if no
FSA 578
information
, provide
GPS
coordinates,
if available,
or other
unique
identifier)**

**Year of
Injury
(fill out a
separate
row for
each year
you claim
injury for
a
particular
field)**

**Total
Acres of
Planted
Soybeans
in
Affected
Field**

**Any Other
Persons With
an Interest
In The Field
(unless listed
on FSA 578
you submit)**

**If you or an Affiliated
Claimant received
money for yield loss
on this Affected Field,
then state: (i) how
much money you
and/or the Affiliated
Claimant received;
and (ii) from whom.
(If you received a lump
sum for multiple fields
that included the
Affected Field, state
the lump sum and
identify the other
Fields related to the**

AF1						
AF2						
AF3						
AF4						
AF5						
AF6						
AF7						
AF8						

G. PROPOSED BENCHMARK FIELD INFORMATION

List Selected Benchmark Fields for Each Affected Field and Damage Year.

For each Affected Field and Damage Year (e.g., AF1), you **must** choose a Benchmark Field to the extent any such Fields are eligible as Benchmark Fields.

A Field is eligible as a Benchmark Field for an Affected Field and Damage Year if: (i) you have an Interest in the Field; (ii) it is not an Affected Field in the same year; (iii) it is within the same Farm Number as the Affected Field or, if there are no Fields otherwise meeting this Benchmark Field criteria within the same Farm Number as the Affected Field, then is within the same township and range as the Affected Field; (iv) it is not less than twenty-five (25) planted acres; and (v) was planted to soybeans in the Damage Year and at least three (3) Non-Damage Years for the Affected Field to which it is being compared (the “Minimum Benchmark Criteria”).

Benchmark Fields should be selected from the following groups in order of priority:

- First, from within the same FSA Farm Number and Tract Number as the Affected Field.
- If no such Fields meeting the Minimum Benchmark Criteria are available, then, second, from within the same Farm Number as the Affected Field.
- If no such Fields are available, then, third, from within the same township and range as the Affected Field, as specified by the United States Public Land Survey System, or for Fields located in a region not included in the Public Land Survey System, the same county.

By proposing a Field as a Benchmark Field, you certify that it is an appropriate Field to compare to an Affected Field ("Benchmark Similarity Requirement"). You may disregard any Field as a possible Benchmark Field if you do not believe it meets the Benchmark Similarity Requirement, but if (1) that Field is located in a group with a higher priority (see paragraph above) than the Benchmark Field selected or (2) disregarding that Field or Fields will mean that you have no fields meeting the Minimum Benchmark Criteria, you must provide a reason to disregard a Field along with supporting documents. If you provide a qualifying reason, the Field will be disregarded. If you provide a non-qualifying reason, your claim for that Field will be subject to the Enhanced Review Process and your explanation will be weighed by the Enhanced Review Panel. The following reasons to disregard a field that otherwise meets the Minimum Benchmark Criteria are qualifying reasons:

- (1) the Affected Field and Field otherwise meeting the Minimum Benchmark Criteria for such Affected Field do not have the same irrigation status (i.e., one is irrigated and one is non-irrigated) in the Damage Year or in any of the three (3) most recent Non-Damage Years in which both the Affected Field and the Field at issue were planted to soybeans, as reflected in your Form FSA 578 (or similar form or certification, if applicable);
- (2) the Affected Field is 5 or fewer Planted Soybean Acres as reflected in your Form FSA 578 (or similar form or certification, if applicable), and you explain why the size difference makes the Field otherwise meeting the Minimum Benchmark Criteria inappropriate for purposes of comparing yields;
- (3) the Affected Field and Field otherwise meeting Minimum Benchmark Criteria were planted twenty-one (21) or more days apart in the Damage Year or in any of the three (3) most recent Non-Damage Years in which both the Affected Field and the Field at issue were planted to soybeans, as reflected in your Form FSA 578 (or similar form or certification, if applicable); or
- (4) the Affected Field or Field otherwise meeting the Minimum Benchmark Criteria, but not both, suffered yield loss attributed to an Act of God in the Damage Year or in any of the three (3) most recent Non-Damage Years in which both the Affected Field and the Field at issue were planted to soybeans, and the yield in the year of loss was at least 25% less than the APH (Actual Production History) of such Field, as reflected in records of your crop insurer.

If you are claiming one of the above qualifying reasons to excuse you from the requirement of selecting a Benchmark Field, you must provide the appropriate Forms FSA 578 (or similar forms or certification, if applicable) or insurance records to support that reason. If you provide a different reason, you may submit documents supporting that reason.

The same Benchmark Field may be selected for one or more Affected Fields and Damage Year if it meets the Benchmark Minimum Criteria and Benchmark Similarity Requirement. If you are proposing the same Benchmark Field for multiple Affected Fields and/or Damage Years, list the Benchmark Field for each corresponding Affected Field Number (based on Section F above) and Damage Year.

Affected Field No.	Corresponding Selected Benchmark Field No.	Selected Benchmark Field Information (County & State; Farm, Tract and Field Nos. or, if not available, GPS coordinates, if available, or other unique identifier); or “None” if no Selected Benchmark Field
AF1	BF1	
AF2	BF2	
AF3	BF3	
AF4	BF4	
AF5	BF5	
AF6	BF6	

- (1) **If You Did Not Choose a Selected Benchmark Field for Any Affected Field.** If you marked “None,” i.e., no Selected Benchmark Field for any Affected Field Number, then by checking this box, you hereby certify that: (i) there are no fields that meet the Minimum Benchmark Criteria for that Affected Field and Damage Year; or (ii) one or more qualifying reason renders any fields meeting the Minimum Benchmark Criteria not appropriately similar to the Affected Field for purposes of comparing yields.

If you are unable to so certify, you hereby acknowledge that the Affected Field will be subject to additional scrutiny as part of the Enhanced Review Process and you will be subject to additional documentation requirements to establish yield loss.

- (2) **If You Chose a Lower Priority (Less Proximate) Selected Benchmark Field.** If you disregarded a field meeting the Minimum Benchmark Criteria in a higher priority grouping to identify a Selected Benchmark Field with a lower priority grouping, then you hereby certify that:

- (i) *one or more qualifying reasons render any fields in the higher priority grouping(s) meeting the Minimum Benchmark Criteria not appropriately similar to the Affected Field for purposes of comparing yields; or*
- (ii) *one or more non-qualifying reasons render any Fields in the higher priority grouping(s) meeting the Minimum Benchmark Criteria not appropriately similar to the Affected Field for purposes of comparing yields.*

If your reason is a non-qualifying reason, you hereby acknowledge that your Selected Benchmark Field is not presumptively reasonable. The Affected Field will be subject to Enhanced Review as a result and you may be required to provide additional documentation to determine yield loss. The Enhanced Review Panel will evaluate whether the non-qualifying reason you provide is reasonable and supported by evidence, but is not required to accept it, in which case the Enhanced Review Panel may give it any weight it deems appropriate, or no weight.

- (3) **If You Disregarded Any Field Meeting the Minimum Benchmark Criteria.** If you disregarded any field as not being appropriately similar to the Affected Field for purposes of comparing yields, below you must list (1) the Affected Field Numbers for which you disregarded a Field that otherwise met the Minimum Benchmark Criteria, (2) identify the field(s) meeting the Minimum Benchmark Criteria that you disregarded, and (3) provide the reason the disregarded field is not appropriately similar to the Affected Field for purposes of comparing yields.

Affected Field No. (e.g., AF3):	Disregarded Field Otherwise Meeting the Minimum Benchmark Criteria (FSA Farm, Tract and Field Number, or if	Reason for Disregarding

H. AFFILIATED CLAIMANT INFORMATION

If any other Person has an interest on which you are seeking to recover in your Claim, you must list the name of the Person below, the Affected Fields and Damage Years on which you are seeking to recover that Person's interest, and submit an Affiliated Claimant Consent Form signed by that Person. If you are not seeking to recovery for the interest of any other Person, proceed to Section I.

Affiliated Claimant	Are you seeking to recover the Affiliated Claimant's interest for <u>all</u> fields? <i>If yes</i> , check the box in this column below for that Affiliated Claimant. <i>If no</i> , fill out the column to the right for that Affiliated Claimant.	<i>*Only if you did not check the column to the left</i> , identify in column to the right specific fields/years which you are seeking the Affiliated Claimant's interest	Affected Field Number(s)? (e.g., AF3, AF4, and AF7)
	()		
	()		
	()		
	()		

If in Section F, you rely on your Form FSA 578 and do not name any other Persons with an interest in an Affected Field, you certify that you are not aware of any other Persons who have an interest in the Affected Field that year other than those listed on the Form FSA 578. If you do not submit a Form FSA 578 for an Affected Field and Damage Year but seek to recover on behalf of an Affiliated Claimant (named above), then you must provide other evidence of the Affiliated Claimant's interest.

I. CLAIMS PACKAGE MATERIALS

You must submit all Claims Package materials, including:

1. Claim Form;
2. Injury Records for each Affected Field and Damage Year (see attached chart);
3. Actual yield data (A-Yields if they exist) for Affected Fields and Selected Benchmark Fields for Damage Years and at least the three Non-Damage Years in which both the Affected Field and Benchmark Field were planted to soybeans closest in time to the Damage Year;
 - a. You *may* submit actual yield data for up to ten Non-Damage Years. Providing data for at least four Non-Damage Years may reduce the likelihood that you will be asked to provide additional actual yield data during the Process if your Benchmark Fields are determined to be ineligible;
 - b. Any Yield Record that you submit must be a complete document and no yield information may be redacted;
 - c. If none of the Affected Field and Selected Benchmark Fields have A-Yields in any relevant year, you must so certify by checking below:
()
4. Forms FSA 578 for Affected Fields and all fields within the same Farm Number (or if none, all fields within the same township and range) for all years for which you are submitting any yield records, up to ten years;
 - a. If no Form FSA 578 described exists, you may provide (a) Form 578-type document(s) that includes similar information to what would be found on a Form FSA 578 regarding the acreage of a field, the crop planted, and the respective interests of any Person with an interest in the field.
 - b. If no Form FSA 578-type document(s) exist, you must submit a verified certification, under oath, containing the required information.
5. Stipulation of Dismissal With Prejudice, if applicable;
6. RMA and FSA Release;
7. Administrative Agency Records, if any;
8. Release and Incorporation of Settlement; and
9. Affiliated Claimant Consent Form(s), if applicable.

These categories are subject to specific requirements, conditions, and exclusions set forth in the Settlement Agreement.

Sign below only when you believe you have provided all of the above materials.

I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE UNITED STATES OF AMERICA THAT TO THE BEST OF MY INFORMATION, KNOWLEDGE AND BELIEF THE INFORMATION PROVIDED HEREIN IS TRUE AND CORRECT.

Signature of Claimant		Date: ____/____/____ (Month/Day/Year)
Signature of Enrolling Counsel (if any)		Date:

EXHIBIT B: STIPULATION OF DISMISSAL WITH PREJUDICE

[CASE CAPTION]

**STIPULATION FOR DISMISSAL WITH PREJUDICE AS TO [ALL / CERTAIN]
DEFENDANTS**

All matters and controversies herein having been compromised and settled, come[s] now Plaintiff [NAME], and dismiss[es] [HER, HIS, ITS] claims, individually [and collectively] brought against Defendant Monsanto Company and [all other named Defendants or if not all, individually name each other Monsanto Released Party or Additional Released Party defendant] with prejudice, each party to bear its own costs. Counsel for Defendant Monsanto Company has consented to this Stipulation for Dismissal with Prejudice.

Dated: _____, 202

Respectfully submitted,

[Attorney for Plaintiff]

[Firm Name, Address, Telephone Number and Email]

Attorney[s] for Plaintiff[s]

CERTIFICATE OF SERVICE

EXHIBIT C: RMA AND FSA RELEASE

RMA AND FSA RELEASE

INSTRUCTIONS

Complete, sign before a notary, and submit the RMA and FSA Release form on the next two pages to permit the Claims Administrator to obtain information from the United States Department of Agriculture Risk Management Agency (“RMA”) and United States Department of Agriculture Farm Service Agency (“FSA”), respectively, relating to your fields. Your Claims Package will be considered incomplete if you fail to properly submit a signed and notarized RMA and FSA Release.

RMA AND FSA RELEASE OF RECORDS

Privacy Act Statement. In accordance with 28 CFR §16.41(d), personal data sufficient to identify the individuals submitting requests by mail under the Privacy act of 1974, 5 U.S.C. §552a, is required. The purpose of this solicitation is to ensure that the records of individuals who are the subject of United States Department of Agriculture (USDA) systems of records are not wrongfully disclosed by the USDA. Failure to furnish this information will result in no action being taken on the request. False information on this form may subject the requester to criminal penalties under 18 U.S.C. §1001 and or 5 U.S.C. §552a(i)(3).

**TO: UNITED STATES DEPARTMENT OF AGRICULTURE
RISK MANAGEMENT AGENCY AND/OR FARM SERVICE AGENCY**

FROM:

NAME OF CLAIMANT ("CLAIMANT") WHO IS GRANTING ACCESS TO HIS/HER/ITS RECORDS

ADDRESS

ADDRESS

LAST FOUR DIGITS OF CLAIMANT'S SOCIAL SECURITY NUMBER¹

TO WHOM IT MAY CONCERN:

I hereby consent and authorize the United States Department of Agriculture Risk Management Agency ("RMA") and Farm Service Agency ("FSA"), pursuant to 5 U.S.C. §552a(b), to release information related to me as specified below to the Claims Administrator of the Dicamba Herbicides Litigation Soybean Master Settlement Agreement Claims Process ("Settlement Agreement") and for said Claims Administrator to obtain full and complete copies of the following RMA and FSA records and files of, from, or relating to me from crop years 2010 through 2020, inclusive. These records and files may include but are not limited to:

1. FSA-578 Producer Print
2. Producer Farm Data Report
3. Yield Reporting forms, Actual Production History transfer forms, and data pertaining to actual yield information ("A-Yields") report for purposes of the federal crop insurance program

This release is applicable to all farms in which I have an interest, whether owned or leased.

I understand that signing this Release to disclose the above information to the Claims Administrator is voluntary and that the requested information is necessary for the Claims Process.

Copies of these records may be forwarded to the below by mail or electronically to:

¹ You are asked to provide the last four digits of your Social Security Number only to facilitate the identification of any records related to you.

Dicamba Soybean Settlement Claims Administrator
c/o Epiq
P.O. Box 5476
Portland OR 97228-5476

[E-mail address or Web site]

In the event that the released records are transmitted by mail, the Claims Administrator will pay reasonable charges paid to supply copies of such records. Please include any requests for reimbursement and receipts in such mailing.

I ☐ do ☐ do not want a copy of the information that is to be provided.
SELECT ONE

This authorization remains in effect until December 31, 2021.

Any facsimile, scan, or photocopy of this original RMA and FSA Release of Records will serve as an original and authorize the release of the records requested herein.

By signing below, I, Claimant, certify that to the best of my knowledge and belief and do declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct and that I am the person named above. I understand that any falsification of this statement and failure to report completely and accurately may result in sanctions and is punishable under the provisions of any applicable USDA policy and/or result in criminal or civil penalties, including but not limited to a fine and/or imprisonment of not more than five years pursuant to 18 U.S.C. §1001 and other criminal and civil penalties pursuant to 18 U.S.C. §1014, 31 U.S.C. §3729, and/or 31 U.S.C. §3730. I also understand that requesting or obtaining any record(s) under false pretenses is punishable under the provisions of 5 U.S.C. §552a(i)(3) by a fine of not more than \$5,000.

SUBMITTED BY:

DATE

SIGNATURE OF CLAIMANT OR CLAIMANT'S REPRESENTATIVE

NAME OF CLAIMANT

IF CLAIMANT'S REPRESENTATIVE, DESCRIBE REPRESENTATIVE'S
AUTHORITY TO SIGN FOR CLAIMANT (E.G., TITLE, POWER OF
ATTORNEY, ETC.).

Subscribed and sworn to before me on _____ 202__.

My commission expires: _____ Signature: _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached and not the truthfulness, accuracy, or validity of the document.
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EXHIBIT D: RELEASE AND INCORPORATION OF SETTLEMENT

RELEASE AND INCORPORATION OF SETTLEMENT

[Name of Claimant]

The undersigned, for the consideration of the right of the above-named Claimant to participate in the Process and receive a Settlement Payment, if any, subject to and in accordance with the terms of the Dicamba Herbicides Litigation Soybean Producers Master Settlement Agreement (“**Settlement Agreement**”) entered into by and among (i) Monsanto Company (“**Monsanto**”) and (ii) the counsel listed in the signature pages thereto under the heading Executive Committee Counsel (“**ECC**”), hereby executes and delivers this Release and Incorporation of Settlement (the “**Release**”) on behalf of the Claimant identified above (“**Claimant**”). If the undersigned is not Claimant (*e.g.*, if Claimant is not a natural person or if the person filing is not the named Claimant), the undersigned represents and warrants that he or she is a duly authorized representative of Claimant and has actual and express authority to execute and deliver this Release on behalf of Claimant and that this Release constitutes, when executed and delivered, a valid and binding agreement of the Claimant, enforceable in accordance with its terms and the terms of the Settlement Agreement.

In consideration of the foregoing, and in consideration of the covenants contained herein, Claimant agrees as follows by the signature appearing below:

1. **Settlement Agreement Incorporated.** Claimant acknowledges that the Settlement Agreement is incorporated into this Release and has been made available to Claimant. Claimant agrees to be bound by the terms of the Settlement Agreement, including but not limited to the Process for submission and evaluation of Process Claims outlined and defined in the Settlement Agreement. Capitalized terms used and not otherwise defined in this Release carry the meanings ascribed to them in the Settlement Agreement.

2. **Release of Claims.** Claimant, to the fullest extent permitted by law, (i) if a natural person: for himself/herself and his/her assigns, and for his/her and their current and former heirs, executors, administrators, attorneys and representatives and (ii) if other than a natural person: for itself and its current and former parents, subsidiaries and affiliates, the current and former agents (actual or apparent), servants, employees, officers, directors, members, managers, partners, owners, attorneys, and representatives of any such Person and their respective heirs, executors, administrators, predecessors, successors and assigns (each a “**Settling Claimant Releasing Party**” and, collectively, the “**Settling Claimant Releasing Parties**”), hereby releases, acquits and forever discharges: (i) Monsanto and Bayer Crop Science LP; (ii) any subsidiaries, parent corporations, affiliates, or related entities of Monsanto or Bayer Crop Science LP; (iii) any insurers, distributors, independent contractors, or representatives of Monsanto or Bayer Crop Science LP or of any Person referred to in clause (ii); (iv) any current or former officer, director, or employee of Monsanto or Bayer Crop Science LP or of any Person referred to in clause (ii) or (iii); (v) any current or former agent (actual or apparent), servant, member, manager, partner, owner, attorney, or representative of Monsanto or Bayer Crop Science LP or of any Person referred to in clause (ii) or (iii); (vi) the respective heirs, executors, administrators, predecessors, successors and assigns of Monsanto, Bayer Crop Science LP, or of any of the Persons referred to in clauses (i), (ii), (iii), (iv) or (v), (each a “**Monsanto Released Party**” and, collectively in clauses (i)-(vi), the “**Monsanto Released Parties**”); and (vii) BASF Corporation,

BASF SE, Syngenta Corporation, Syngenta AG, E.I. du Pont de Nemours Company, and Corteva, Inc., and all parents, subsidiaries, and other affiliated entities (the “**Additional Released Parties**”) from any and all claims, demands, causes of action, liabilities, sums of money, damages (including, but not limited to, punitive damages and damages for emotional distress), loss of service, expenses, compensation, costs and losses, of any type, kind, nature, description or character whatsoever, whether based on tort, contract, statute, or other theory of recovery and including claims for contribution and indemnity, whether known or unknown, suspected or unsuspected, whether liquidated or unliquidated, which the Settling Claimant Releasing Parties, or any of them, now has or which may hereafter accrue on account of, or in any way growing out of, arising out of, relating to, or in connection with Xtend seed, XtendiMax herbicide, other dicamba herbicide products (including but not limited to Engenia[®] herbicide, FeXapan[®] herbicide with VaporGrip[®] Technology, and Tavium[®] Plus VaporGrip[®] Technology herbicide), or products that were used over the top of Xtend Seed (collectively, the “**Dicamba-Related Products**”), or the development, introduction, production, distribution, sale, use, marketing, or approval of any of the Dicamba Related Products purchased and/or planted or used over the top of dicamba-tolerant soybeans and/or cotton in the years 2015 through 2020, except as set forth below, and all past or current economic injury/damage claims resulting from dicamba sprayed over the top of dicamba-tolerant soybeans or cotton, or both, as well as, to the fullest extent allowed by the law and except as set forth below, any and all future economic injury/damage claims relating to the Dicamba-Related Products (collectively, the “**Settling Claimant Released Claims**”). However, if Claimant is seeking to recover directly as an Enrolled Claimant for some Claims and indirectly as an Affiliated Claimant for other Claims, this Release specifically permits Claimant to participate in the Process in both such capacities for those different Claims but in all other respects is fully operative and binding on Claimant.

This Release does not release claims for any presently unknown physical bodily injury that has occurred or may occur in the future related to exposure to dicamba. This Release does not release any claims for physical bodily injury related to exposure to any herbicide containing glyphosate. This Release does not release the claims of any purchaser of Xtend seed, XtendiMax herbicide, Engenia[®] herbicide, FeXapan[®] herbicide with VaporGrip[®] Technology, Tavium[®] Plus VaporGrip[®] Technology herbicide, or other dicamba-based herbicides relating to or arising from any alleged inability to apply such herbicides as a result of the June 3, 2020 Ninth Circuit vacatur of certain registrations of herbicides previously approved for application over the top of dicamba-tolerant soybeans, cotton, or both. Nothing in this Release alters, amends, or limits the rights or defenses of any Monsanto Released Party under applicable law, or the limitations on potential claims contained within product packaging, instructions, or license agreements between any Monsanto Released Party and any Settling Claimant Releasing Party.

Nothing in this Release, express or implied, is intended or shall be construed to confer upon, or to give to, any Person other than the Monsanto Released Parties or any Additional Released Party any right, remedy or claim under or by reason of this Release or any covenant, condition or stipulation thereof; and the covenants, stipulations and agreements contained in this Release are and shall be for the sole and exclusive benefit of the Monsanto Released Parties and the Additional Released Parties.

This Release and the incorporated Settlement Agreement are an effort to compromise any Claims of Claimant that are disputed as to validity and/or amount and this Release and the Settlement Agreement may not be used by anyone as evidence of negligence or liability of any kind by any

Monsanto Released Party or any Additional Released Party; provided, however, that nothing in this Release will be construed to prevent any Monsanto Released Party from pleading or otherwise proving its/their right to contribution or indemnification from any Additional Released Party. Settling Claimant Releasing Parties waive any opportunity or right to intervene or voluntarily participate in support of any of the Additional Released Parties, and agree not to intervene or voluntarily participate in any lawsuit, arbitration or other proceeding brought by any Monsanto Released Party seeking contribution, indemnification, or recovery in any form, for funds paid under this Release and the Settlement Agreement against any Additional Released Party.

Upon Monsanto's receipt of a valid and enforceable executed copy of this Release, in accordance with the terms of the Agreement, Monsanto and each Monsanto Released Party releases Claimant and Settling Claimant Releasing Parties from any and all claims, causes of action, and suits of every kind and nature, under any legal theory (whether known or unknown; fixed or contingent; or by statute or under the common law) arising or accruing in whole or in part that are in any way related to or arising from, out of, or based on the off-target movement of a dicamba product sprayed by Claimant over the top of dicamba-tolerant soybean or cotton crops between 2015 and 2020, inclusive (collectively, the "**Monsanto Released Claims**"). Monsanto, however, retains the right to defend itself in any future litigation based on misapplication of XtendiMax, including any misapplication by Claimant.

3. Release of Claims to Conduct in Litigation. The Settling Claimant Released Parties also release the Monsanto Released Parties and their attorneys from any and all claims, demands, causes of action, liabilities, sums of money, damages, loss of service, expenses, compensation, costs and losses, of any type, kind, nature, description or character whatsoever, including claims for contribution and indemnity, whether known or unknown, suspected or unsuspected, whether liquidated or unliquidated, related to the conduct of the Monsanto Released Parties and/or their attorneys in the prosecution or defense of any claim being released hereby. The Monsanto Released Parties also release the Settling Claimant Released Parties and their attorneys from any and all claims, demands, causes of action, liabilities, sums of money, damages, loss of service, expenses, compensation, costs and losses, of any type, kind, nature, description or character whatsoever, including claims for contribution and indemnity, whether known or unknown, suspected or unsuspected, whether liquidated or unliquidated, related to the conduct of the Settling Claimant Released Parties and/or their attorneys in the prosecution or defense of any claim being released hereby. This Release does not release any obligations created by the Settlement Agreement.

4. Release as Complete Defense. Each Monsanto Released Party and each Additional Released Party may plead this Release as a complete defense and bar to any Settling Claimant Released Claim brought in contravention hereof. Each Settling Claimant Released Party may plead this Release as a complete defense and bar to any Monsanto Released Claim brought in contravention hereof.

5. Representations and Warranties. Claimant represents and warrants that Claimant is the sole and lawful owner of all rights, title and interest in and to the matters released and settled or assigned and transferred by Claimant herein, or otherwise has, to the fullest extent permitted by applicable law, the requisite power and authority to release, settle, transfer and assign such matters on behalf of Claimant and all Settling Claimant Releasing Parties.

Claimant represents and warrants that neither Claimant nor any other Settling Claimant Releasing Party has, as applicable, heretofore assigned, transferred, or pledged, or purported to assign, transfer, or pledge to any Person any Settling Claimant Released Claim, or, any portion thereof or interest therein.

Claimant represents and warrants that all legal expenses, bills, costs, or contingency fee agreements resulting from or arising out of representation of Claimant by Claimant's counsel in relation to the Claims and the Process have been paid or will be paid and are Claimant's responsibility to pay, and that any liens based on any legal expenses, bills, costs, or contingency fee agreements incurred by Claimant's counsel as a result of Claimant's alleged injuries will be satisfied by Claimant.

Claimant represents and warrants that any claim to recovery relating to the Settling Claimant Released Claims by any Affiliated Claimant(s) offered by Claimant are Claimant's responsibility to pay, and that any claims by any such Affiliated Claimant(s) will be satisfied by Claimant.

6. Settlement Payments. Any Settlement Payment to be made to Claimant or to Enrolling Counsel on Claimant's behalf shall be made subject to and in accordance with the terms of the Agreement. Claimant acknowledges and agrees that by participating in the Process and signing this Release, Claimant waives the right to receive any punitive or emotional damages related to or arising out of the Settling Claimant Released Claims, and Claimant understands and agrees that no Settlement Payment is, or shall be deemed to be, attributable to punitive or emotional damages.

7. Assignment of Rights. Neither this Release, nor any of the rights, interests, or obligations hereunder may be assigned without the prior written consent of Monsanto.

8. Costs. Claimant will bear Claimant's own costs related hereto and to the claims released hereby.

9. No Oral or Written Representation from Monsanto Released Party. Except for the warranties, representations, covenants, terms and conditions specifically set forth herein, in executing this Release, Claimant has not received nor relied on any oral or written representation of any Monsanto Released Party regarding any fact, circumstance, condition, legal effect or promise of future action and, specifically, no representations have been made by any attorney or agent of any Monsanto Released Party about the nature or extent of any damages.

10. Advice of Counsel and Representation. Claimant acknowledges that Claimant has been advised of the right to consult an attorney of Claimant's choice regarding this Release.

11. Arm's Length. This Release was entered into in good faith based on arms-length negotiation between Claimant, Monsanto, and their respective counsel, if any.

12. Events of Nullity and Voidness. This Release will be null and void as to the release of any claims against an Additional Released Party if such Additional Released Party pursues claims against Claimant or any Settling Claimant Releasing Party relating to or arising from Monsanto's pursuit of claims against that Additional Released Party for payments made by Monsanto under the Agreement.

13. Breach of Agreement. Claimant agrees that money damages would not be a sufficient remedy for any breach of this Release or of the Settlement Agreement by Claimant, and that in the event of a breach by Claimant or any Settling Claimant Releasing Party, Monsanto will be entitled to equitable relief, including injunctive relief and specific performance, as a remedy for any such breach.

14. Entire Agreement. This Release, together with the Agreement (including any and all Exhibits attached thereto), constitutes the entire agreement between Claimant and Monsanto, and no other understandings or agreements, written or oral, shall be used to interpret this Release.

CAUTION: READ BEFORE SIGNING:

[REMAINDER OF PAGE IS INTENTIONALLY LEFT BLANK]

Signed this ____ day of _____, 20____.

If Claimant is a natural person:

Signature of Claimant

Print Name

If Claimant is other than a natural person:

Signature of **Authorized Person**

Print Name

Relationship to Claimant
(E.G., TITLE, POWER OF ATTORNEY, ETC.).

Subscribed and sworn to before me on this ____ day of _____ 202__.

Notary Public

My commission expires: _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached and not the truthfulness, accuracy, or validity of the document.

EXHIBIT E: AFFILIATED CONSENT FORM

**AFFILIATED CLAIMANT CONSENT FORM:
RELEASE OF CLAIMS**

The undersigned, for the consideration of the right to have the Enrolled Claimant identified below receive a Settlement Payment, if any, for Claim(s) that Affiliated Claimant would have been entitled to assert in accordance with the terms of the Dicamba Herbicides Litigation Soybean Producers Master Settlement Agreement (“**Settlement Agreement**”) entered into by and among (i) Monsanto Company (“**Monsanto**”) and (ii) the counsel listed in the signature pages thereto under the heading Executive Committee Counsel (“**ECC**”), does hereby execute and deliver this Affiliated Claimant Consent Form (the “**Consent Form**”) on behalf of the Affiliated Claimant identified below (“**Affiliated Claimant**”). If the undersigned is not the Affiliated Claimant (*e.g.*, if Affiliated Claimant is not a natural person or is a person other than the named Affiliated Claimant), the undersigned represents and warrants that he or she is a duly authorized representative of Affiliated Claimant and has actual and express authority to execute and deliver this Consent Form on behalf of Affiliated Claimant and that this Consent Form constitutes, when executed and delivered, a valid and binding agreement of the Affiliated Claimant, enforceable in accordance with its terms and the terms of the Settlement Agreement.

In consideration of the foregoing, and in consideration of the covenants contained herein, Affiliated Claimant states and agrees as follows by the signature appearing below:

A. PROMISES AND ACKNOWLEDGEMENTS MADE BY AFFILIATED CLAIMANT

- | | |
|----|---|
| 1. | Affiliated Claimant acknowledges that the Settlement Agreement has been made available at www.DicambaSoybeanSettlement.com and is incorporated into this Consent Form. Affiliated Claimant agrees to be bound by the terms of the Settlement Agreement. Capitalized terms used and not otherwise defined in this Consent Form carry the meanings ascribed to them in the Settlement Agreement. |
| 2. | Affiliated Claimant, to the fullest extent permitted by law, (i) if a natural person: for himself/herself and his/her assigns, and for his/her and their current and former heirs, executors, administrators, attorneys and representatives and (ii) if other than a natural person: for itself and its current and former parents, subsidiaries and affiliates, current and former agents (actual or apparent), servants, employees, officers, directors, members, managers, partners, owners, attorneys, and representatives of any such person and their respective heirs, executors, administrators, predecessors, successors and assigns (each an “ Affiliated Claimant Releasing Party ” and, collectively, the “ Affiliated Claimant Releasing Parties ”), hereby releases, acquits and forever discharges: (i) Monsanto and Bayer Crop Science LP; (ii) any subsidiaries, parent corporations, affiliates, or related entities of Monsanto or Bayer Crop Science LP; (iii) any insurers, distributors, independent contractors, or representatives of Monsanto or Bayer Crop Science LP or of any Person referred to in clause (ii); (iv) any current or former officer, director, or employee of Monsanto or Bayer Crop Science LP or of any Person referred to in clause (ii) or (iii); (v) any current or former agent (actual or apparent), servant, member, manager, partner, owner, attorney, or representative of Monsanto or Bayer Crop |

Science LP or of any Person referred to in clause (ii) or (iii); and (vi) the respective heirs, executors, administrators, predecessors, successors and assigns of Monsanto or Bayer Crop Science LP or of any of the Persons referred to in clauses (i), (ii), (iii), (iv) or (v) (each a “**Monsanto Released Party**” and, collectively, the “**Monsanto Released Parties**”); and (vii) BASF Corporation, BASF SE, Syngenta Corporation, Syngenta AG, and DuPont/Corteva, Inc., and any related entities (the “**Additional Released Parties**”) of and from any and all claims, demands, causes of action, liabilities, sums of money, damages (including, but not limited to, punitive damages and damages for emotional distress), loss of service, expenses, compensation, costs and losses, of any type, kind, nature, description or character whatsoever, whether based on tort, contract, statute, or other theory of recovery and including claims for contribution and indemnity, whether known or unknown, suspected or unsuspected, whether liquidated or unliquidated, which the Affiliated Claimant Releasing Parties, or any of them, now has or which may hereafter accrue on account of, or in any way growing out of, arising out of, relating to, or in connection with Xtend seed, XtendiMax herbicide, other dicamba herbicide products (including but not limited to Engenia® herbicide, FeXapan® herbicide with VaporGrip® Technology, and Tavium® Plus VaporGrip® Technology herbicide), or products that were used over the top of Xtend Seed (collectively, the “Dicamba-Related Products”) or the development, introduction, production, distribution, sale, use, marketing, or approval of any of the Dicamba Related Products purchased and/or planted or used over the top of dicamba-tolerant soybeans and/or cotton in the years 2015 through 2020, except as set forth below, and all past or current economic injury/damage claims resulting from dicamba sprayed over the top of dicamba-tolerant soybeans or cotton, or both, as well as, to the fullest extent allowed by the law and except as set forth below, any and all future economic injury/damage claims that could be brought by you relating to, arising out of, or in connection with the Dicamba-Related Products (collectively, the “**Affiliated Claimant Released Claims**”). However, if Affiliated Claimant is seeking to recover directly as an Enrolled Claimant for some Claims and indirectly as an Affiliated Claimant for one or more other Claims, this Consent Form specifically permits Affiliated Claimant to participate in the Process in both such capacities for those different Claims but in all other respects is fully operative and binding on Claimant.

This Consent Form does not release claims for any presently unknown physical bodily injury that has occurred or may occur in the future related to exposure to dicamba. This Consent Form does not release the claims of any purchaser of Xtend seed, XtendiMax herbicide, Engenia® herbicide, FeXapan® herbicide with VaporGrip® Technology, Tavium® Plus VaporGrip® Technology herbicide, or other dicamba-based herbicides relating to or arising from any alleged inability to apply such herbicides as a result of the June 3, 2020 Ninth Circuit vacatur of certain registrations of herbicides previously approved for application over the top of dicamba-tolerant soybeans, cotton, or both. Nothing in this Consent Form alters, amends, or limits the rights or defenses of any Monsanto Released Party under applicable law, or the limitations on potential claims contained within product packaging, instructions, or license agreements between any Monsanto Released Party and any Affiliated Claimant Releasing Party.

Nothing in this Consent Form, express or implied, is intended or shall be construed to confer upon, or to give to, any Person other than the Monsanto Released Parties or any Additional Released Party any right, remedy or claim under or by reason of this Consent Form or any covenant, condition or stipulation thereof; and the covenants, stipulations and agreements contained in this Consent Form

are and shall be for the sole and exclusive benefit of the Monsanto Released Parties and the Additional Released Parties.

Affiliated Claimant, on Affiliated Claimant's behalf and on behalf of all other Affiliated Claimant Releasing Parties, agrees and understands that any Settlement Payment a Claimant may be entitled to receive is contingent on the Claimant's successful submission of a complete Claims Package and the Process set forth in the Agreement. Affiliated Claimant understands that, depending on the outcome of these contingencies, no Settlement Payment may be made to any Enrolled Claimant for any Fields and/or Damage Years for which Affiliated Claimant may have authorized Affiliated Claimant's Interest to be included. If all Fields for which Affiliated Claimant has authorized an Enrolled Claimant to recover under the Agreement on Affiliated Claimant's Interest are deemed ineligible for recovery or are submitted only by an ineligible or rejected Claimant, then this Consent Form will be of no effect and will be destroyed after expiration of the applicable appeals period; otherwise, Affiliated Agreement agrees and understands that this Consent Form will remain in full force and effect.

Affiliated Claimant, on Affiliated Claimant's behalf and on behalf of all other Affiliated Claimant Releasing Parties, covenants and agrees that no Monsanto Released Party or Additional Released Party shall be liable in any way to Affiliated Claimant for the fact of any Settlement Payment paid to any Claimant listed in this Consent Form, the amount of any Settlement Payment paid to any listed Claimant under the Settlement Agreement, or the lack of any Settlement Payment paid to any listed Claimant under the Settlement Agreement, or for any listed Claimant's disbursement of, or failure to disburse, any portion of any Settlement Payment as to which Affiliated Claimant may have an interest. Any portion of any Settlement Payment paid to a Claimant identified in this Consent Form in which the Affiliated Claimant may have an interest is the sole responsibility of that Claimant to satisfy, and not any Monsanto Released Party or Additional Released Party.

This Consent Form and the incorporated Agreement are an effort to compromise any Claims made or that could have been made by Affiliated Claimant that are disputed as to validity and/or amount and this Consent Form and the Agreement may not be used by anyone as evidence of negligence or liability of any kind by any Monsanto Released Party or any Additional Released Party; provided, however, that nothing in this Release will be construed to prevent any Monsanto Released Party from pleading or otherwise proving its/ their right to contribution or indemnification from any Additional Released Party. Affiliated Claimant Releasing Parties waive any opportunity or right to, and agree not to, intervene or voluntarily participate in support of any of the Additional Released Parties, in any lawsuit, arbitration or other proceeding brought by any Monsanto Released Party seeking contribution, indemnification, or recovery in any form, for funds paid under this Consent Form and the Agreement against any Additional Released Party.

Upon Monsanto's receipt of a valid and enforceable executed copy of this Consent Form, in accordance with the terms of the Agreement, Monsanto and each Monsanto Released Party releases Affiliated Claimant and Affiliated Claimant Releasing Parties from any and all claims, causes of action, and suits of every kind and nature, under any legal theory (whether known or unknown; fixed or contingent; or by statute or under the common law) arising or accruing in whole or in part that are in any way related to or arising from, out of, or based on the off-target movement of a dicamba product sprayed by Affiliated Claimant over the top of dicamba-tolerant soybean or cotton crops between 2015 and 2020, inclusive (collectively, the "**Monsanto Released Claims**").

	<p>Monsanto, however, retains the right to defend itself in any future litigation based on misapplication of XtendiMax, including any misapplication by Affiliated Claimant.</p> <p>This Consent Form shall also release the Monsanto Released Parties and their attorneys from any and all claims, demands, causes of action, liabilities, sums of money, damages, loss of service, expenses, compensation, costs and losses, of any type, kind, nature, description or character whatsoever, including claims for contribution and indemnity, whether known or unknown, suspected or unsuspected, whether liquidated or unliquidated, related to the conduct of the Monsanto Released Parties and/or their attorneys in the prosecution or defense of any claim being released hereby. The Monsanto Released Parties also release the Affiliated Claimant and the Affiliated Claimant Releasing Parties and their attorneys from any and all claims, demands, causes of action, liabilities, sums of money, damages, loss of service, expenses, compensation, costs and losses, of any type, kind, nature, description or character whatsoever, including claims for contribution and indemnity, whether known or unknown, suspected or unsuspected, whether liquidated or unliquidated, related to the conduct of the Affiliated Claimant and Releasing Parties and/or their attorneys in the prosecution or defense of any claim being released hereby. This Release does not release any obligations created by the Settlement Agreement. This Consent Form does not release any obligations created by the Agreement.</p>
3.	<p>Each Monsanto Released Party and each Additional Released Party may plead this Consent Form as a complete defense and bar to any Affiliated Claimant Released Claim brought in contravention hereof. Each Affiliated Claimant and Affiliated Claimant Releasing Party may plead this Release as a complete defense and bar to any Monsanto Released Claim brought in contravention hereof.</p>
4.	<p>Affiliated Claimant represents and warrants that Affiliated Claimant is the sole and lawful owner of all rights, title and interest in and to the matters released and settled or assigned and transferred by Affiliated Claimant herein, or otherwise has, to the fullest extent permitted by applicable law, the requisite power and authority to release, settle, transfer and assign such matters on behalf of Affiliated Claimant and all Affiliated Claimant Releasing Parties.</p> <p>Affiliated Claimant represents and warrants that neither Affiliated Claimant nor any other Affiliated Claimant Releasing Party has, as applicable, heretofore assigned, transferred, or pledged, or purported to assign, transfer, or pledge to any Person any Affiliated Claimant Released Claim, or, any portion thereof or interest therein, except as provided for in this Consent Form.</p>
5.	<p>Except for the warranties, representations, covenants, terms and conditions specifically set forth herein, in executing this Consent Form, Affiliated Claimant has not received nor relied on any oral or written representation of any Monsanto Released Party regarding any fact, circumstance, condition, legal effect or promise of future action.</p>
6.	<p>Affiliated Claimant acknowledges that Affiliated Claimant has been advised of the right to consult an attorney of Affiliated Claimant's choice regarding this Consent Form and the Settlement Agreement. Affiliated Claimant acknowledges that Affiliated Claimant fully understands this</p>

	Consent Form and the effect of becoming an Affiliated Claimant under the Settlement Agreement, and agrees to be bound by the Settlement Agreement.
7.	Affiliated Claimant agrees to cooperate with reasonable requests for information and/or reasonably provide information relating to the Affiliated Claimant's interests in the Affected Fields and for the years identified listed in this Consent Form. Affiliated Claimant, on Affiliated Claimant's behalf and on behalf of all other Affiliated Claimant Releasing Parties, agrees that if the Affiliated Claimant's Interest is excluded from the Claim of the Claimants listed on this Consent Form for the Affiliated Claimant's failure to provide requested information, Affiliated Claimant shall have no right to payment from such Claimant related to such excluded Interest.
8.	This Consent Form will be null and void as to the release of any claims against an Additional Released Party if such Additional Released Party pursues claims against Affiliated Claimant or any Affiliated Claimant Releasing Party, or the Claimant asserting a Claim for the Affiliated Claimant's Interest, relating to or arising from Monsanto's or Bayer Crop Science LP's pursuit of claims against that Additional Released Party for payments made by Monsanto or Bayer Crop Science LP under the Settlement Agreement.
9.	Affiliated Claimant agrees that money damages would not be a sufficient remedy for any breach of this Consent Form or of the Settlement Agreement by Affiliated Claimant, and that in the event of a breach by Affiliated Claimant or any Affiliated Claimant Releasing Party, Monsanto will be entitled to equitable relief, including injunctive relief and specific performance, as a remedy for any such breach.
10.	This Consent Form, together with the Settlement Agreement (including any and all Exhibits attached thereto), constitutes the entire agreement between Affiliated Claimant and Monsanto, and no other understandings or agreements, written or oral, shall be used to interpret this Consent Form.

B. AFFILIATED CLAIMANT INFORMATION
(provide your contact information)

Affiliated Claimant Name			
Last Four Digits of Social Security Number or Taxpayer Identification Number			
Name of Person Signing for Affiliated Claimant	Last	First	Middle Initial

Affiliated Claimant Email (if any) and Telephone				
Affiliated Claimant Address	Street			
	City	State	Zip	Country
C. AFFILIATED CLAIMANT COUNSEL INFORMATION <i>(provide the contact information of the attorney representing you in this Process, if any)</i>				
Attorney Name				
Law Firm				
Telephone		Email:		
D. INSTRUCTIONS				
<p>In Section E below, you must identify a single Claimant for whom this Consent Form is being provided. As to a single field/year, you may not submit a Consent Form for multiple Claimants. However, you may submit a separate Consent Form for other Claimants if you and such Claimant both had an interest in a different field or in the same field but in a different year.</p> <p>By signing this Consent Form and identifying a Claimant, you acknowledge and agree that the Claimant named in Section E may receive a Settlement Payment that includes your interest, and therefore the amount you would have been entitled to receive, if any, under the Settlement Agreement for the fields and years you identify (or all fields/years in which you share an interest with the Claimant, if you so indicate).</p>				

E. CLAIMANT INFORMATION

Identify the Claimant for whom/which you acknowledge and agree may receive the amount you would have been entitled to receive, if any, subject to and in accordance with the terms of the Settlement Agreement, for Claim(s) relating to the field(s) and year(s) identified in Section F.

Claimant Name

F. FIELD INFORMATION

Identify the fields and years of injury below for which you agree the above-identified Claimant may receive a Settlement Payment related to your interest, if any, under the Settlement Agreement.

Do you wish for the Claimant to receive a Settlement Payment on your interests for all eligible fields and years of injury on which you may be entitled to recover?

☐ YES, I acknowledge and agree the above-identified Claimant may receive a Settlement Payment I would have been entitled to receive, if any, subject to and in accordance with the terms of the Settlement Agreement, for any and all fields in which we share an interest, for any year of injury.

☐ NO, I do not wish for the Claimant to receive a Settlement Payment on my interests for all eligible fields and years of injury.

If you checked “yes,” you may skip the rest of Section F, Field Information.

If you checked “no,” you must complete the chart regarding all Fields for which you authorize the Claimant to receive a Settlement Payment related to your interest.

Note: This section to be completed only if box above is not checked.

Farm / Tract / Field No. (or if none, alternative identification)

Year of Injury

Field/ Year for Which Recovery by Named Claimant is Authorized

Field/ Year for Which Recovery by Named Claimant is Authorized

Field/ Year for Which Recovery by Named Claimant is Authorized

Field/ Year for Which Recovery by Named Claimant is Authorized		
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By signing this document, I acknowledge and agree that I am giving up any right I have to bring an Affiliated Party Released Claim against any Monsanto Released Party. I recognize that I will not receive any money under the Settlement Agreement directly from Monsanto, and may not be entitled to any money under this Settlement Agreement. I agree to be bound by decisions made by the Claimant identified in this Consent Form regarding any Claims that are the subject of this Consent Form, and to look only to the Claimant identified in this Consent Form to satisfy any portion of a Settlement Payment that I have authorized the Claimant to collect.

I authorize any amounts that may be owed under the Settlement Agreement related to any interest that I had on the Fields and Damage Years identified in this Consent Form to be made directly to the Claimant identified in this Consent Form. I give up any right I might have to recover for any amount I may be due for these Fields and Damage Years under the Settlement Agreement. I also give up any right to institute any proceeding, judicial or otherwise, against any Monsanto Released Party, Additional Released Party, any member of the ECC, or any of the persons authorized to assist in administering this Settlement with respect to the Settlement Agreement.

CAUTION: READ BEFORE SIGNING:

Signed this ____ day of _____, 20____.

If Affiliated Claimant is a natural person:

Signature of Affiliated Claimant

Print Name

If Affiliated Claimant is other than a natural person:

Signature of **Authorized Person**

Print Name

Relationship to Affiliated Claimant
(E.G., TITLE, POWER OF ATTORNEY, ETC.).

Subscribed and sworn to before me on this ____ day of _____ 202__.

Notary Public

My commission expires: _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached and not the truthfulness, accuracy, or validity of the document.

EXHIBIT F: ENROLLING COUNSEL DECLARATION

ENROLLING COUNSEL DECLARATION

DECLARATION OF [ENROLLING COUNSEL NAME]

1. My name is [REDACTED].

2. This Declaration pertains to the Dicamba Herbicides Litigation Soybean Producers Master Settlement Agreement (“Agreement”), and all capitalized terms used in this Declaration have the same meaning as set forth in that Agreement.

3. I hereby represent and certify that I and my law firm represent, have communicated with, and have explained the contents of the Agreement to the Claimant(s) on whose behalf I and my firm are submitting (a) Claims Package(s), and that I have full authority to submit all such Claims Package(s) on behalf of such Claimant(s).

4. I hereby represent and declare that I or someone in my office have provided the Claimants a copy of the Release and Incorporation of Settlement included in the Claims Package and have made a copy of the Agreement available to the Claimants (which copy includes all Exhibits thereto). I hereby certify that, having had a full opportunity to read, understand, and inquire of counsel about the terms and conditions of the foregoing documents, the Claimant(s) does/do not have, and I do not have, any objection to the terms of the Release and Incorporation of Settlement or any of the other foregoing documents.

5. I further represent that I or someone in my office have explained to the Claimant(s) that if the Claims Package is accepted under the terms of the Agreement that: (1) participation in the Process subjects the Claimant(s) to the authority of the Persons specified in the Agreement, including but not limited to the Claims Administrator, Appeals Master, Third-Party Auditor, Mediator, and Enhanced Review Panel; (2) in connection with the entry of the Claimant(s) into the Process, the Claimant(s) is/are executing a document releasing claims against the entities and individuals identified in the Release

and Incorporation of Settlement, and that the Release and Incorporation of Settlement of the Claimant(s) will not be returned to the Claimant(s) except under the limited circumstances explicitly provided for in the Agreement; (3) enrollment in the Process will terminate any lawsuit and any and all Claims that the Claimant(s) has/ have brought or could have brought, other than as explicitly provided for in the Agreement; (4) the Process provides the sole and exclusive remedy for the claims of the Claimant(s), and the Claimant(s) will be bound by its results whatever they may be, other than as is explicitly provided for in the Agreement; and (5) the potential benefits and risks to the Claimant(s) if the Claimant(s) enroll(s) in the Process.

6. I hereby agree to the terms of the Agreement. In addition, in submitting (a) Claims Package(s), I consent and agree on behalf of the Claimant(s), and with the full authorization of the Claimant(s), to the terms of the Agreement. [If applicable] As required by the Agreement, I have executed an individual Stipulation of Dismissal With Prejudice for any Claimant with a pending lawsuit, and I submit the Stipulation(s) with the Claims Package(s). This/ these Claimant(s) and I (so long as it is not inconsistent with my ethical obligations) agree to cooperate fully in promptly providing any such other form of Stipulation for Dismissal With Prejudice, if requested. I am also submitting a Release and Incorporation of Settlement as well as an RMA and FSA Release for each Claimant I, or another member of my firm, represent, each signed by the Claimant. The Claimant(s) named above and I (so long as it is not inconsistent with my ethical obligations) agree to cooperate fully in promptly providing any additional authorizations required for the release of information intended to be released by the RMA and FSA Release upon request if additional authorizations are required by the RMA or FSA.

7. I also certify that to the best of my knowledge, submission of a Claims Package for the Claimant(s) I represent will not result in the submission of either a Duplicative Claim or a Successive Claim. However, if submission does result in either a Duplicative Claim or Successive Claim, I

understand that I am bound by the Agreement and have additional duties and obligations as set forth in the Agreement with respect to any such Duplicative or Successive Claim so long as it is not inconsistent with my ethical obligations.

8. I further certify that the Claims Package(s) I submit on behalf of Claimant(s), and my submission thereof, is/are not to the best of my knowledge fraudulent in any way but understand that should it be found under the terms of the Settlement Agreement that they represent Fraudulent Process Claims (and, if appealed, the Appeals Master affirms the finding of a Fraudulent Process Claim and the related imposition of costs, in whole or in part), then the costs and expenses associated with the audit and the Mediator will be paid by the Claimant(s), or by me if I submitted a Process Claim without the Claimant's approval, as set forth in the Agreement.

9. I further agree to be bound by any confidentiality obligations set forth in the Agreement and/or Release and Incorporation of Settlement and represent and warrant that: all legal expenses, bills, costs, or contingency fee agreements resulting from or arising out of my or a member of my office's representation of Claimant(s) in relation to the Claims and the Process have been paid or will be paid and are the responsibility of the Claimant(s) to pay; any liens based on any legal expenses, bills, costs, or contingency fee agreements incurred by me or a member of my office as a result of alleged injuries to the Claimant(s) will be satisfied by the Claimant(s); and I, and all members of my office, will look solely to Claimant(s), and not to Monsanto, the Settlement Escrow Account, or Common Benefit Counsel to satisfy any financial obligations incurred by the Claimant(s) as a result of my, or a member of my office's, representation.

10. I [am / am not] a member of the ECC. [If not a member of the ECC] I further agree that I have explained to the Claimant(s) that I represent that twelve percent (12%) of any Settlement Payment the Claimant receives will be withheld and further agree that the twelve percent (12%) withheld will

reduce, on a dollar-for-dollar basis, the amount of fees Claimant otherwise owes to me or to any member of my office.

11. I understand that nothing in the Agreement or this Declaration is intended to operate as a restriction on my or my firm's right to practice law within the meaning of Rule 5.6(b) of the ABA Model Rules of Professional Conduct, and I warrant and represent that:

- i. neither I, nor any other attorney in my office, have a present intent to solicit new clients for the purpose of filing new claims in litigation related to soybean crop injury in the 2015 to 2020 crop years, including but not limited to putative class actions; and
- ii. I, and my office, have no present intent to continue or create in the future, any advertisements for clients to file new claims in litigation relating to Xtend Seed, or XtendiMax or any other dicamba herbicide, regarding soybean crop injury in the 2015 to 2020 crop years, except advertising of the settlement as expressly permitted under the Agreement.

12. I agree to take all such further reasonable actions requested by Monsanto or the ECC that are consistent with the terms of the Agreement and to otherwise reasonably cooperate with Monsanto and the ECC in a manner consistent with the terms of Agreement, provided that such actions and cooperation are consistent with my duties to my client(s) on whose behalf I have submitted a Claim Package.

ACCEPTED AND AGREED:

Dated: _____

[Attorney Name]
[Law Firm Name]
[Address]
[City/ Town, State, Zip Code]
[Area Code/ Phone Number]
[Area Code/ Fax Number]
[Email Address]

EXHIBIT G: DICAMBA CLAIMS TRUST AGREEMENT

IN RE DICAMBA HERBICIDES LITIGATION CLAIMS TRUST AGREEMENT

Dated December 1, 2020

By and among

Monsanto Company

and

the person(s) listed on the signature pages attached hereto

[This Exhibit subject to Change once Trustee is selected, based on Trustee input]

This IN RE DICAMBA CLAIMS TRUST AGREEMENT (this “Agreement”), dated as of the ___ day of December 2020, is made by and among (i) Monsanto Company (“Monsanto”), as the settlor of the trust established pursuant to this Agreement (the “Dicamba Claims Trust”) in accordance with the In Re Dicamba Herbicides Litigation (MDL No. 2820) Soybean Producers Master Settlement Agreement, dated ___, 2020 (the “Settlement Agreement”), and which trust was confirmed by an Order of the United States District Court Eastern District for the Eastern District of Missouri, entered on ___ (the “Order”), and (ii) ___ (the “Dicamba Claims Trustee”) (collectively, the “Parties”).

WHEREAS, on ___, 2020, Monsanto Company entered into the Settlement Agreement, which provides for certain funds to be paid into a settlement escrow account; and

WHEREAS, the United States District Court for the Eastern District of Missouri entered an Order on ___, 2020 establishing the Dicamba Claims Trust to function as the settlement escrow account; and

WHEREAS, pursuant to the Order, the Dicamba Claims Trust is to use its assets and income to satisfy all Settlement Payments, all Incentive Payments and certain Administrative Expenses that Monsanto is required to pay pursuant to the Settlement Agreement; and

WHEREAS, it is the intent that the Dicamba Claims Trust be administered, maintained and operated at all times through mechanisms that provide reasonable assurance that the Dicamba Claims Trust will satisfy Incentive Payments, Settlement Payments, and Administrative Expenses in accordance with the Settlement Agreement; and

WHEREAS, pursuant to the Settlement Agreement, the Dicamba Claims Trust is intended to qualify as a “qualified settlement fund” within the meaning of 26 C.F.R. § 1.468B-1 and other regulations promulgated under 26 U.S.C. § 468B, comprising part of the of the United States Internal Revenue Code, 26 U.S.C. §§ 1 *et seq.* (the “IRC”); and

NOW, THEREFORE, it is hereby agreed as follows:

Article I.

DEFINITIONS

All capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Settlement Agreement.

Article II.

DECLARATION OF DICAMBA CLAIMS TRUST

Section 2.01 Creation and Name. Article VIII of the Settlement Agreement creates the Dicamba Claims Trust. The assets and administration of the Dicamba Claims Trust shall be managed by the Dicamba Claims Trustee for the benefit of the Persons entitled to receive Incentive Payments, Claims Amounts and Administrative Expenses under the Settlement Agreement (collectively, the “Beneficiaries”).

Section 2.02 Purpose. The purpose of the Dicamba Claims Trust shall be to assume liability for all Incentive Payments, all Settlement Payments, and certain Administrative Expenses and Tax Expenses imposed on the Dicamba Claims Trust and to use the assets in the Dicamba Claims Trust (i) to pay Persons entitled to receive Incentive Payments pursuant to the Settlement Agreement; (ii) to pay Persons entitled to receive a Settlement Payment pursuant to the Settlement Agreement; (iii) to pay Persons entitled to receive reimbursement for Administrative Expenses and Tax Expenses pursuant to the Settlement Agreement; (iv) to pay all costs of administering the Dicamba Claims Trust and fulfilling all of the duties and responsibilities related thereto described in this Agreement; and (v) if applicable and in accordance with the Order, and as permitted by Section 468B of the IRC and the Treasury Regulations thereunder, and subject to Section 8.02, to distribute any funds remaining in the Dicamba Claims Trust at the time of its permitted termination under the foregoing provisions of law and this Agreement.

Section 2.03 Qualified Settlement Fund. The Dicamba Claims Trust is intended to be a qualified settlement fund within the meaning of Section 1.468B-1 of the Treasury Regulations promulgated under Section 468B of the IRC. The Dicamba Claims Trustee shall take all actions or cause the Dicamba Claims Trust to take all actions necessary to create and maintain the status of the Dicamba Claims Trust as a qualified settlement fund. The Dicamba Claims Trustee shall not take any action or cause the Dicamba Claims Trust to take any action that will adversely affect the qualification of the Dicamba Claims Trust as a qualified settlement fund.

Section 2.04 Transfer of Assets. Monsanto shall transfer funds to the Dicamba Claims Trust as required by the Settlement Agreement, in particular Section 26 of the Settlement Agreement, free and clear of all claims, encumbrances, and other interest. Funds transferred to the Dicamba Claims Trust shall be referred to as the “Dicamba Claims Trust Assets.”

Section 2.05 Acceptance of Assets and Assumption of Liabilities. Pursuant to the Settlement Agreement, the Dicamba Claims Trustee (a) accepts the transfer of the Dicamba Claims Trust Assets and (b) assumes liability for Incentive Payments, Settlement Payments and certain Administrative Expenses.

Section 2.06. Transfer of Liability for Dicamba Claims and Incentive Payments to the Dicamba Claims Trust. All Incentive Payments and Settlement Payments shall be permanently channeled to and paid solely from the Dicamba Claims Trust as set forth in the Settlement Agreement.

Article III.

POWERS OF DICAMBA CLAIMS TRUST ADMINISTRATION

Section 3.01 Dicamba Claims Trustee. The Dicamba Claims Trustee is and shall act as the fiduciary to the Dicamba Claims Trust in accordance with the provisions of the Settlement Agreement

and this Trust. The Dicamba Claims Trustee shall administer this Trust and the Dicamba Claims Trust Assets in accordance with the purpose set forth in Section 2.02 above. Subject to the Settlement Agreement and this Agreement, the Dicamba Claims Trustee shall have the power to take any and all actions that, in the sole and absolute discretion of the Dicamba Claims Trustee, are necessary or proper to fulfill the purpose of the Dicamba Claims Trust, including, without limitation, each power expressly granted in Section 3.03, all powers reasonably incidental thereto, and any trust power now or hereafter permitted under the law governing the Dicamba Claims Trust; provided, however, that in the event of any conflict, this Agreement shall control.

Section 3.02 Approval. Except as required by applicable law, the Settlement Agreement, or this Agreement, the Dicamba Claims Trustee need not obtain the order or approval of any court in the exercise of any power or discretion conferred hereunder.

Section 3.03 Powers. Subject to and without limiting the generality of Section 3.01 above, and except as limited below, the Dicamba Claims Trustee shall have the power to:

(A) Receive and hold the Dicamba Claims Trust Assets and exercise all rights and powers with respect thereto;

(B) Invest the Dicamba Claims Trust Assets held from time to time by the Dicamba Claims Trust as set forth in Article IV;

(C) Sell, transfer or exchange any or all of the Dicamba Claims Trust Assets at such prices and upon such terms as the Dicamba Claims Trustee may consider necessary, appropriate or desirable in fulfilling the purpose of the Dicamba Claims Trust;

(D) Pay liabilities and expenses of the Dicamba Claims Trust, including without limitation Dicamba Claims Trust Expenses and Tax Expenses imposed on the Dicamba Claims Trust;

(E) Establish the Disputed Dicamba Claims Reserve, which shall consist of all funds deposited into the Dicamba Claims Trust associated with a Claim Amount for a particular Claimant, but for which no Settlement Payment has yet been determined, together with such other funds, reserves and accounts that the Dicamba Claims Trustee may consider necessary, appropriate or desirable in fulfilling the purpose of the Dicamba Claims Trust;

(F) Establish, supervise and administer the Dicamba Claims Trust in accordance with the Settlement Agreement, the Order, and this Agreement;

(G) Engage such legal, financial, accounting, claims administrators, independent contractors, and agents to the extent permitted by the fiduciary duties of the Dicamba Claims Trustee (the “Dicamba Claims Trust Professionals”), delegate to such Persons such powers and authorities, in each case as the Dicamba Claims Trustee may consider necessary, appropriate or desirable in fulfilling the purpose of the Dicamba Claims Trust;

(H) Compensate the Dicamba Claims Trustee and the Dicamba Claims Trust Professionals for fees earned and for reimbursement of any reasonable out-of-pocket fees and expenses incurred in connection with the performance of services on behalf of the Dicamba Claims Trust;

(I) Execute and deliver such instruments as the Dicamba Claims Trustee may consider necessary, appropriate or desirable in administering the Dicamba Claims Trust; and

(J) Enter into such other arrangements with third parties as the Dicamba Claims Trustee may consider necessary, appropriate or desirable in fulfilling the purpose of the Dicamba Claims Trust, provided such arrangements do not conflict with any other provision of this Agreement.

Section 3.04 Principal Office. The Trust shall maintain its principal office at [REDACTED].

Article IV.

ACCOUNTS AND INVESTMENTS

Section 4.01 Accounts. The Dicamba Claims Trustee may from time to time create such accounts and reserves for the Dicamba Claims Trust as the Dicamba Claims Trustee may consider necessary, appropriate or desirable in order to provide for payment, or to make provisions for future payments or to provide for payment, or to make provisions for future payment of Dicamba Claims Trust Expenses in accordance with the Settlement Agreement, the Order, and this Agreement and may, with respect to any such account or reserve, restrict the use of monies therein.

Section 4.02 Investments. The Dicamba Claims Trustee must segregate Dicamba Claims Trust Assets into one or more accounts and may not commingle non-Dicamba Claims Trust Assets with Dicamba Claims Trust Assets. The Dicamba Claims Trustee may invest Dicamba Claims Trust Assets only in investments that are insured or guaranteed by the United States or by a department, agency, or instrumentality of the United States or backed by the full faith and credit of the United States (“Permitted Investments”) or in a qualified mutual fund that invests only in Permitted Investments.

Article V.

DICAMBA CLAIMS TRUSTEE

Section 5.01 Supervision. Except as expressly provided in this Agreement or as may be required under the Settlement Agreement, the Dicamba Claims Trustee shall operate the Dicamba Claims Trust independent of the United States District Court for the Eastern District of Missouri.

Section 5.02 Terms of Service; Resignation; Removal.

(A) The Dicamba Claims Trustee shall serve for the duration of the Dicamba Claims Trust, subject to resignation or removal.

(B) The Dicamba Claims Trustee may resign at any time by written notice to the Claims Administrator. Such notice shall specify a date when such resignation shall take effect that shall not be less than ninety days after the date such notice is given, where practicable.

(C) The United States District Court for the Eastern District of Missouri may remove the Dicamba Claims Trustee on a motion submitted by any member of the ECC or Monsanto. The Dicamba Claims Trustee may only be removed for good cause shown. Good cause shall be deemed to include, without limitation, any substantial failure to comply with the general provisions in this Agreement or a consistent pattern of neglect and failure to perform the duties and responsibilities of the Dicamba Claims Trustee under this Agreement.

(D) In the event the Dicamba Claims Trustee resigns or is removed, Monsanto shall select a replacement Dicamba Claims Trustee. Upon appointment of a successor Dicamba Claims Trustee, the successor Dicamba Claims Trustee shall have all rights, titles, duties, obligations, powers, and authority of the predecessor Dicamba Claims Trustee under this Agreement.

Section 5.03 Limitations on Liability of Dicamba Claims Trustee.

(A) The Dicamba Claims Trustee shall not be liable to the Dicamba Claims Trust or to any Beneficiaries for anything done or omitted to be done in accordance with the terms of the Settlement Agreement, the Order or this Agreement if done in good faith and without negligence or willful or wanton misconduct.

(B) To the extent that, at law or equity, the Dicamba Claims Trustee has duties (including fiduciary duties) and liabilities relating thereto, the Dicamba Claims Trustee shall not be liable to the Dicamba Claims Trust or any Beneficiary for the Dicamba Claims Trustee's good-faith reliance on the provisions of this Agreement.

(C) Notwithstanding any other provision of this Agreement or otherwise applicable law, whenever in this Agreement the Dicamba Claims Trustee is permitted or required to make a decision in its "good faith," at its "discretion" or under another express standard, the Dicamba Claims Trustee's actions shall be evaluated under such express standard and shall not be subject to any other or different standard.

Section 5.04 Indemnification.

(A) The Dicamba Claims Trustee may purchase and maintain reasonable amounts and types of insurance on behalf of the Dicamba Claims Trust for the benefit of any individual who is or was an officer, employee, representative, or agent of the Dicamba Claims Trust against liability asserted against or incurred by such individual in that capacity or arising from his or her status as an indemnitee.

Section 5.05 Dicamba Claims Trustee Reliance on Information. The Dicamba Claims Trustee shall not be liable for any inaccuracy in the information provided by Monsanto, the Claims Administrator, or any signatory to the Settlement Agreement. Any disputes as to the obligations of the Dicamba Claims Trustee or the Dicamba Claims Trust shall be exclusively vested in the United States District Court for the Eastern District of Missouri.

Section 5.06 Dicamba Claims Trust Expenses and Tax Expenses. The Dicamba Claims Trust shall pay all Dicamba Claims Trust Expenses and Tax Expenses out of the Dicamba Claims Trust Assets.

Section 5.10 Bond. The Dicamba Claims Trustee shall not be required to post any bond or other form of surety.

Section 5.11 Independence of Dicamba Claims Trustee. Any Person or entity appointed as Dicamba Claims Trustee shall be independent of Monsanto, all Claimants, the ECC, and all Common Benefits Counsel.

Section 5.12 Reporting. Monsanto and the ECC will be provided copies of Dicamba Claims Trust statements no less frequently than monthly. Within sixty (60) days following the later of (i) the negotiation of all distribution checks payable to all Persons entitled to distribution hereunder, or (ii) the imposition of the time bar for the negotiation of any uncashed distribution checks set forth in Section 6.04, the Dicamba Claims Trustee must prepare and provide to Monsanto, the ECC, and the Claims Administrator a final accounting of all receipts and expenditures of the Dicamba Claims Trust.

Article VI.

DISTRIBUTION AND BENEFICIARIES

Section 6.01 Distribution Decision Making Authority. The Dicamba Claims Trustee shall make all decisions concerning the management and disbursement of the Dicamba Claims Trust Assets in conformity with this Agreement, the Settlement Agreement, and the Order.

Section 6.02 Allocation. The Dicamba Claims Trust Assets shall be allocated among Beneficiaries who are identified as qualifying for distributions as provided in the Settlement Agreement, the Order, and this Agreement.

Section 6.03 Distributions. The Dicamba Claims Trust Assets shall be distributed to Beneficiaries for the purpose of paying Incentive Payments, Settlement Payments, and certain Administrative Expenses and in such amounts and in such manner as required under the Settlement Agreement and the Order.

Section 6.04 Time Bar to Cash Payments. Each distribution check to Beneficiaries shall contain a notation that failure to present the check within ninety days (90) days of the date of the check will render the distribution check null and void. The Dicamba Claims Trustee shall provide one written notice to all Beneficiaries who have not cashed their distribution checks approximately thirty (30) days before the distribution checks will become null and void. The Claim of any Beneficiary whose distribution check has not been negotiated within one hundred twenty (120) days after the date of the check shall be fully and finally expunged and such Beneficiary's Release(s) and/or Stipulations of Dismissal shall remain in full force and effect.

Article VII.

QUALIFIED SETTLEMENT FUND

Section 7.01 Tax Treatment. The Dicamba Claims Trust is intended to be treated for US federal, state and local income tax purposes as a “qualified settlement fund” as described within section 1.468B-1 *et seq.* of the Treasury Regulations. Accordingly, for all U.S. federal, state and local income tax purposes the transfer of assets to the Dicamba Claims Trust will be treated as a transfer to a trust satisfying the requirements of section 1.468B-1(c) of the Treasury Regulations by Monsanto, as transferor, for distribution to Persons entitled to Incentive Payments, Settlement Payments and Administrative Expenses in complete settlement of such Incentive Payments, Settlement Payments and Administrative Expenses. Any income on the assets of the Dicamba Claims Trust will be treated as subject to tax on a current basis, and all distributions pursuant to the Settlement Agreement will be made net of provision for taxes and subject to the withholding and reporting requirements set forth in the Settlement Agreement and this Agreement.

Section 7.02 No Right to Reversion with Respect to Dicamba Claims Trust Assets. Neither Monsanto nor any Common Benefits Counsel shall have the right to any refunds or reversion with respect to any Dicamba Claims Trust Assets or any earnings thereon, subject solely to the terms of Section 8.02.

Section 7.03 Obligations of the Dicamba Claims Trustee. The Dicamba Claims Trustee shall be the “administrator” (as defined in section 1.468B-2(k) of the Treasury Regulations) of the Dicamba Claims Trust and shall (a) timely file such income tax and other returns and statements and timely pay all taxes, if any, required to be paid from the assets in the Dicamba Claims Trust as required by law and in accordance with the provisions of the Settlement Agreement and this Agreement; (b) comply with all withholding, reporting and return filing obligations, as required under the applicable provisions of the IRC and of any state or local law and the regulations promulgated thereunder; (c) notwithstanding any provisions of this Agreement to the contrary (i) meet all other requirements necessary to qualify and maintain qualification of the Dicamba Claims Trust as a “qualified settlement fund” within the meaning of section 1.468B-1 *et seq.* of the Treasury Regulations; and (ii) take no action that could cause the Dicamba Claims Trust to fail to qualify as a “qualified settlement fund” within the meaning of section 1.468B-1 *et seq.* of the Treasury Regulations.

Section 7.04 “§ 1.468B-3 Statement.” Following the funding of the Dicamba Claims Trust (and in no event later than February 15, 2021), Monsanto, acting through the Claims Administrator, shall provide, or cause to be provided, to the Dicamba Claims Trust a “§ 1.468B-3 Statement” in accordance with section 1.468B-3 of the Treasury Regulations. Following any subsequent transfers of cash or other property to the Dicamba Claims Trust, Monsanto (or the entity treated as the transferor for U.S. federal income tax purposes) shall provide, or cause to be provided, to the Dicamba Claims Trustee a “§ 1.468B-3 Statement” on or before February 15 of the calendar year following the date of each such transfer.

Section 7.05 No Contravention of Requirements. No provision in the Settlement Agreement, the Order, or this Agreement shall be construed to mandate any distribution on any claim or other action that would contravene the Dicamba Claims Trust's compliance with the requirements of a "qualified settlement fund" within the meaning of section 1.468B-1 *et seq.* of the Treasury Regulations promulgated under section 468B of the IRC.

Article VIII.

GENERAL TERMS AND PROVISIONS

Section 8.01 Irrevocable. The Dicamba Claims Trust is irrevocable, subject to the terms of this Agreement.

Section 8.02 Term and Termination.

(A) The term for which the Dicamba Claims Trust is to exist shall commence on the Effective Date pursuant to the provisions of Sections 8.12(a)-(c) below and shall terminate pursuant to the provision of Section 8.02(B) below.

(B) The Dicamba Claims Trust shall terminate on the date that all amounts in the Dicamba Claims Trust have been distributed pursuant to Section 6.03; provided however, that if such event has not occurred two years after the Effective Date and Monsanto determines that no further claims will be made by any actual or potential Beneficiary or such potential claims have been successfully disallowed, Monsanto may apply to the United States District Court for the Eastern District of Missouri or another court of competent jurisdiction for a determination that the purpose of the Dicamba Claims Trust has been satisfied and an order terminating the Dicamba Claims Trust and ordering the reversion of any funds to Monsanto (the "Termination Date"). The Parties will cooperate with each other and will not take a position in any filing or otherwise that is inconsistent with Monsanto's right to receive the reversion of funds from the Dicamba Claims Trust as set forth in this Section.

Section 8.03 Amendments. The Dicamba Claims Trustee may seek approval from the signatories to the Settlement Agreement to modify or amend this Agreement as may be necessary to implement the provisions of the Settlement Agreement. Notwithstanding anything contained in this Agreement to the contrary, this Agreement shall not be modified or amended in any way that could jeopardize, impair or modify the Plan, or the Dicamba Claims Trust's qualified settlement fund status under section 1.468B-1 *et seq.* of the Treasury Regulations promulgated under section 468B of the IRC.

Section 8.04 Severability. Should any provision in this Agreement be determined to be unenforceable, such determination shall in no way limit or affect the enforceability and operative effect of any and all other provisions of this Agreement.

Section 8.05 Notices.

(A) Any notices or other communications required or permitted hereunder to any of the following Persons shall be in writing and shall be deemed to have been duly given or made when

actually delivered, or, in the case of notice by electronic mail, when received and telephonically confirmed, addressed to the following Persons:

To the Claims Administrator:

Dicamba Soybean Settlement Claims Administrator
c/o Epiq
P.O. Box 5476
Portland OR 97228-5476

Monsanto:

Chris Hohn – chohn@thompsoncoburn.com
Thompson Coburn LLP
One U.S. Plaza
St. Louis, MO 63101
Fax: (314) 552-7000, attention C. Hohn

To any Beneficiary represented by Counsel:

To such Beneficiary's counsel at the email address, facsimile number or address reflected on such Beneficiary's Claim Form, as provided by the Claims Administrator

If to a Beneficiary who is not represented by Counsel:

To such address email address, facsimile number, or address as is reflected on such Beneficiary's Claim Form, as provided by the Claims Administrator.

To the ECC:

Don Downing – ddowning@grgpc.com
Gray, Ritter & Graham, P.C.
701 Market St. #800
St. Louis, MO 63101
Fax: (314) 241-4140, attention D. Downing

Section 8.06 Successors and Assigns. The provisions of this Agreement shall be binding upon and inure to the benefit of Monsanto, the Dicamba Claims Trust, the Dicamba Claims Trustee,

and their respective successors and assigns, except that none of such Persons may assign or otherwise transfer any of its rights or obligations under this Agreement.

Section 8.07 Limitation on Claim Interests for Securities Laws Purposes. Incentive Payments, Claims Amounts, and Administrative Expenses and any interests therein (a) shall not be assigned, conveyed, hypothecated, pledged or otherwise transferred, voluntarily or involuntarily, directly or indirectly, except by will or under the laws of descent and distribution; (b) shall not be evidenced by a certificate or other instrument; (c) shall not possess any voting rights; and (d) shall not be entitled to receive any dividends or interest; provided, however, that clause (a) of this Section 8.07 shall not apply to the holder of a claim that is subrogated to a Process Claim as a result of its satisfaction of such claim.

Section 8.08 Entire Agreement; No Waiver. The entire agreement of the Parties relating to the subject matter of this Agreement is contained herein. This Agreement and such documents supersede any prior oral or written agreements concerning the subject matter hereof unless otherwise expressly provided for in this Agreement. No failure to exercise or delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any further exercise thereof or of any other right, power or privilege. The rights and remedies herein provided are cumulative and are not exclusive of rights under law or in equity.

Section 8.09 Headings. The headings used in this Agreement are inserted for convenience only and do not constitute a portion of this Agreement, nor in any manner affect the construction of the provisions of this Agreement.

Section 8.10 Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Missouri without regard to conflict of laws principles; provided, however, there shall not be applicable to the Parties hereunder or this Agreement any provision of the laws (common or statutory) of the state of Missouri pertaining to trusts that relate to or regulate, in a manner inconsistent with the terms hereof, (a) the filing with any court or governmental body or agency of trustee accounts or schedules of trustee fees and charges; (b) affirmative requirements to post bonds for trustees, officers, agents or employees of a trust; (c) the necessity for obtaining court or other governmental approval concerning the acquisition, holding or disposition of real or personal property; (d) fees or other sums payable to trustees, officers, agents or employees of a trust; (e) the allocation of receipts and expenditures to income or principal; (f) restrictions or limitations on the permissible nature, amount or concentration of trust investments or requirements relating to the titling, storage or other manner of holding or investing trust assets; or (g) the establishment of fiduciary or other standards of responsibility or limitations on the acts or powers of trustees inconsistent with the limitations or authorities and powers hereunder as set forth or referenced in this Agreement. Notwithstanding the foregoing, all matters of federal tax law and this Trust's compliance with § 468B of the Tax Code and Treasury regulations thereunder shall be governed by federal income tax law.

Section 8.11 Settlor's Representative and Cooperation. Monsanto is hereby irrevocably designated as the settlor of the Dicamba Claims Trust, and it is hereby authorized to take any action required as such in connection with this Agreement. Monsanto agrees to cooperate in implementing the goals and objectives of the Monsanto Claims Trust.

Section 8.12 Effectiveness. This Agreement shall not become effective until (a) it has been executed and delivered by all the Parties hereto; (b) the Effective Date of the Settlement Agreement has occurred; and (c) the Dicamba Claims Trust is funded (the “Effective Date”).

Section 8.13 Counterpart Signatures. This Agreement may be executed in any number of counterparts, each of which shall constitute an original, but such counterparts shall together constitute but one and the same instrument. Facsimile or scanned documents shall have the same force and effect as an original and shall be treated as an original document for evidentiary purposes.

“Monsanto”

Name, Title

On behalf of the Person identified
within the definition of the term
“Monsanto”

_____, 2020

Date

“Dicamba Claims Trustee”

Name, Title

_____, 2020

Date

EXHIBIT H: SOYBEAN CLAIMS REPORT

Dicamba Herbicides Litigation Soybean Producers Master Settlement Agreement: WEEKLY SOYBEAN CLAIMS REPORT, AS OF [DATE]
STRICTLY CONFIDENTIAL: subject to Section 6.b of the Agreement

Claimant Name	Claimant Status	Unique Affected Fields Claimed	Farm / Tract / Field	Damage Years Claimed	Affiliated Claimant(s)	State(s)	County / Counties	Planted Soybean Acres for Affected Fields / Damage Years	Claim Form Submitted	Payment Type (Benchmark or Default)	Settlement Payment
ABC Farming, Inc.	Undetermined	2	[always blank in Claimant summary]	3		2 MO	Pemiscot (MO)	250	12/1/2020		[only to be include in final weekly report]
ABC Farming, Inc.	Undetermined	AF1	1000-100-10	2016	John Doe Jane Doe	MO	Pemiscot	50	[always blank in individual AF# line]	[always blank in individual AF# line]	[always blank in individual AF# line]
ABC Farming, Inc.	Undetermined	AF2	1000-100-10	2017		MO	Pemiscot	50			
ABC Farming, Inc.	Undetermined	AF3	1000-100-10	2018		MO	Pemiscot	50			
ABC Farming, Inc.	Undetermined	AF4	1000-100-11	2017	Jane Doe	MO	Pemiscot	50			
ABC Farming, Inc.	Undetermined	AF5	1000-100-11	2018	Jane Doe	MO	Pemiscot	50			
XYZ Farming, Inc.	Enrolled Claimant	4		3		0 TN, AR	Louden (TN) Pulaski (AR) Crittendon (AR)	418	12/3/2020		
XYZ Farming, Inc.	Enrolled Claimant	AF1	9999-999-99	2015		TN	Louden	40			

Dicamba Herbicides Litigation Soybean Producers Master Settlement Agreement: WEEKLY SOYBEAN CLAIMS REPORT, AS OF [DATE]
STRICTLY CONFIDENTIAL: subject to Section 6.b of the Agreement

Fred Farmer	Information Request Outstanding	AF7	n/a	2015	Jack Jonny	IL	Champaign				
Fred Farmer	Information Request Outstanding	AF8	n/a	2016	Jack Jonny	IL	Champaign				
Fred Farmer	Information Request Outstanding	AF9	n/a	2017	Jack Jonny	IL	Champaign				
Fred Farmer	Information Request Outstanding	AF10	n/a	2018	Jack Jonny	IL	Champaign				
Fred Farmer	Information Request Outstanding	AF11	n/a	2019	Jack Jonny	IL	Champaign				
Fred Farmer	Information Request Outstanding	AF12	n/a	2020	Jack Jonny	IL	Champaign				
Fred Farmer	Information Request Outstanding	AF13	n/a	2015		IL	Champaign				
Fred Farmer	Information Request Outstanding	AF14	n/a	2016		IL	Champaign				
Fred Farmer	Information Request Outstanding	AF15	n/a	2017		IL	Champaign				
Fred Farmer	Information Request Outstanding	AF16	n/a	2018		IL	Champaign				
Fred Farmer	Information Request Outstanding	AF17	n/a	2019		IL	Champaign				
Fred Farmer	Information Request Outstanding	AF18	n/a	2020		IL	Champaign				
Fred Farmer	Information Request Outstanding	AF19	n/a	2015		IL	Champaign				
Fred Farmer	Information Request Outstanding	AF20	n/a	2016		IL	Champaign				
Fred Farmer	Information Request Outstanding	AF21	n/a	2017	Jack	IL	Champaign				
Fred Farmer	Information Request Outstanding	AF22	n/a	2018	Jack	IL	Champaign				
Fred Farmer	Information Request Outstanding	AF23	n/a	2019		IL	Champaign				

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Dicamba Herbicides Litigation Soybean Producers Master Settlement Agreement: WEEKLY SOYBEAN CLAIMS REPORT, AS OF [DATE]
STRICTLY CONFIDENTIAL: subject to Section 6.b of the Agreement

XYZ Farming, Inc.	Enrolled Claimant	AF2	9999-999-99	2019		TN	Louden	60			
XYZ Farming, Inc.	Enrolled Claimant	AF3	9999-999-99	2015		AR	Pulaski	33			
XYZ Farming, Inc.	Enrolled Claimant	AF4	9999-999-99	2016		AR	Pulaski	55			
XYZ Farming, Inc.	Enrolled Claimant	AF5	8888-888-88	2015		AR	Crittendon	60			
XYZ Farming, Inc.	Enrolled Claimant	AF6	8888-888-88	2019		AR	Crittendon	70			
XYZ Farming, Inc.	Enrolled Claimant	AF7	7777-777-77	2015		AR	Crittendon	100			
Fred Farmer	Information Request Outstanding	10		6	3	IL	Champaign (IL)	2223	2/27/2021		
Fred Farmer	Information Request Outstanding	AF1	n/a	2015	Jack Joe	IL	Champaign				
Fred Farmer	Information Request Outstanding	AF2	n/a	2016		IL	Champaign				
Fred Farmer	Information Request Outstanding	AF3	n/a	2017	Jack	IL	Champaign				
Fred Farmer	Information Request Outstanding	AF4	n/a	2018	Jack	IL	Champaign				
Fred Farmer	Information Request Outstanding	AF5	n/a	2019	Jack	IL	Champaign				
Fred Farmer	Information Request Outstanding	AF6	n/a	2020	Jack	IL	Champaign				

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Dicamba Herbicides Litigation Soybean Producers Master Settlement Agreement: WEEKLY SOYBEAN CLAIMS REPORT, AS OF [DATE]
STRICTLY CONFIDENTIAL: subject to Section 6.b of the Agreement

Fred Farmer	Information Request Outstanding	AF24	n/a	2020		IL	Champaign				
Fred Farmer	Information Request Outstanding	AF25	n/a	2015		IL	Champaign				
Fred Farmer	Information Request Outstanding	AF26	n/a	2016		IL	Champaign				
Fred Farmer	Information Request Outstanding	AF27	n/a	2017	Joe	IL	Champaign				
Fred Farmer	Information Request Outstanding	AF28	n/a	2018	Joe	IL	Champaign				
Fred Farmer	Information Request Outstanding	AF29	n/a	2019		IL	Champaign				
Fred Farmer	Information Request Outstanding	AF30	n/a	2020		IL	Champaign				
Fred Farmer	Information Request Outstanding	AF31	n/a	2015		IL	Champaign				
Fred Farmer	Information Request Outstanding	AF32	n/a	2016		IL	Champaign				
Fred Farmer	Information Request Outstanding	AF33	n/a	2017	Joe	IL	Champaign				
Fred Farmer	Information Request Outstanding	AF34	n/a	2018	Joe	IL	Champaign				
Fred Farmer	Information Request Outstanding	AF35	n/a	2019		IL	Champaign				
Fred Farmer	Information Request Outstanding	AF36	n/a	2020		IL	Champaign				
Fred Farmer	Information Request Outstanding	AF37	n/a	2015		IL	Champaign				
Fred Farmer	Information Request Outstanding	AF38	n/a	2016	Jack Jonny	IL	Champaign				
Fred Farmer	Information Request Outstanding	AF39	n/a	2017	Jack Jonny	IL	Champaign				
Fred Farmer	Information Request Outstanding	AF40	n/a	2018	Jack Jonny	IL	Champaign				

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Dicamba Herbicides Litigation Soybean Producers Master Settlement Agreement: WEEKLY SOYBEAN CLAIMS REPORT, AS OF [DATE]
STRICTLY CONFIDENTIAL: subject to Section 6.b of the Agreement

Fred Farmer	Information Request Outstanding	AF41	n/a	2019	Jack Jonny	IL	Champaign				
Fred Farmer	Information Request Outstanding	AF42	n/a	2020	Jack Jonny	IL	Champaign				

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EXHIBIT I: YIELD COMPARISON METHODOLOGY

YIELD COMPARISON METHODOLOGY

1. **Overview.** For each Eligible Field, the Claims Administrator must apply the Yield Comparison Methodology as set forth herein to determine the Preliminary Field Loss Amount for such Eligible Field, unless such Eligible Field is subject to the Enhanced Review Process. Capitalized terms used herein will have the same meaning as in the Settlement Agreement. In the event of a conflict between this Exhibit and the Settlement Agreement, this Exhibit will control.

2. **Definitions.** The following terms have the following meanings for purposes of this Exhibit:

“Affected Field Damage Year Yield” means the yield for an Affected Field in a given Damage Year as determined by Actual Yield Data.

“Benchmark Field Damage Year Yield” means the yield for a Benchmark Field in a given Damage Year as determined by Actual Yield Data.

“Benchmark Field Historic Yield” means the yield for a Benchmark Field in a given Non-Damage Year as determined by Actual Yield Data.

3. **Choice of Benchmark Field Methodology or County Average Methodology.** For each Eligible Field subject to the Yield Comparison Methodology, the Claims Administrator must determine whether Predicted Yield Per Acre, which is the estimated yield that would have been obtained on an Eligible Field in the absence of dicamba symptomology, will be calculated in accordance with the Benchmark Field Methodology or the County Average Methodology.

- a) The Claimant must select a Benchmark Field, if any qualifying Fields exist, for each Affected Field in a given Damage Year pursuant to the requirements of Section 9 of the Settlement Agreement. If for any Eligible Field subject to the Yield Comparison Methodology, Actual Yield Data exists for a Selected Benchmark Field meeting the Minimum Benchmark Criteria and Benchmark Similarity Requirement for the Damage Year and the three Non-Damage Years closest in time to the Damage Year in which both the Affected Field and the Selected Benchmark Field were planted to soybeans, then the Eligible Field is subject to the Benchmark Field Methodology.
- b) If for any Eligible Field subject to the Yield Comparison Methodology, the Claimant: (i) has no Fields meeting the Minimum Benchmark Criteria; (ii) has Fields meeting the Minimum Benchmark Criteria but the Claimant certifies that none meet the Benchmark Similarity Requirement for a qualifying reason supported by documents; or (iii) has no Benchmark Field for which Actual Yield Data exists for the Damage Year and the three Non-Damage Years closest in time to the Damage Year in which both the Affected Field and the Selected Benchmark Field were planted to soybeans, then the Eligible Field is subject to the County Average Methodology.
- c) For avoidance of doubt, the same Affected Field may be subject to the Yield Comparison Methodology for one or more Damage Years and the Enhanced Review Process for one or more Damage Years, and for the Damage Years subject to the Yield Comparison Methodology,

may be subject to the Benchmark Field Methodology for one or more Damage Years and to the County Average Methodology for one or more Damage Years.

4. Benchmark Yield Data Requirements for Non-Damage Years. For each Eligible Field subject to the Yield Comparison Methodology, the Claims Administrator must determine for each Benchmark Field whether Actual Yield Data are available for all Non-Damage Years for which Actual Yield Data are available for the corresponding Affected Field (the “Benchmark Field Methodology Yield Data Requirements”). Available Actual Yield Data includes Actual Yield Data obtained directly by the Claimant as part of its Claims Package or, as to A-Yields only, if they were provided by the RMA pursuant to the Claimant’s RMA and FSA Release or by Claimant as part of the documents accompanying its PFS.

5. Benchmark Field Methodology. For any Eligible Field subject to the Benchmark Field Methodology, the Claims Administrator must determine Predicted Yield Per Acre as set forth herein.

- a) First, the Claims Administrator must determine the Benchmark Field Historic Yield for each Non-Damage Year in which the Eligible Field has Actual Yield Data, up to a maximum of ten years, and the Benchmark Field Damage Year Yield using the Actual Yield Data for that Benchmark Field for that year.
- b) Second, the Claims Administrator must determine the Benchmark Relationship between the Eligible Field and the corresponding Benchmark Field using: (i) the Actual Yield Data of the Eligible Field for each Non-Damage Year in which the Eligible Field has Actual Yield Data and in which there is data to support a Benchmark Field Historic Yield; and (ii) the Benchmark Field Historic Yields, for up to ten Non-Damage Years.
 - i) The Benchmark Relationship uses the linear relationship between the Non-Damage Year yields for the Eligible Field and the Benchmark Field. The Claims Administrator will regress the Actual Yield Data of the Eligible Field on Benchmark Field Historic Yields, using Ordinary Least Squares regression and considering as many years of Non-Damage Year Actual Yield Data as are available (including from information obtained pursuant to an RMA and FSA Release) up to a maximum of the ten Non-Damage Years closest in time to the Damage Year in which both the Affected Field and the Benchmark field were planted to soybeans. The Ordinary Least Squares regression will produce the slope of the line of best fit (“ β ”), and the y-intercept (“ α ”), which together represent the Benchmark Relationship.
- c) Third, the Claims Administrator must calculate a Predicted Yield Per Acre for each Eligible Field, notated as $\hat{Yield} / acre$ using the Benchmark Relationship and the Benchmark Field Damage Year Yield for the Damage Year at issue, which may be notated, as an example, for $Affected\ Field_1(2017)$ as $\hat{Yield}_1(2017) / acre = \alpha + \beta * Benchmark\ Field\ Actual\ Yield_1(2017)$, with α and β drawn from $Benchmark\ Relationship_1(2017)$.

6. County Average Methodology. For any Eligible Field subject to the County Average Methodology, the Claims Administrator must determine Predicted Yield Per Acre as set forth herein.

- a) First, the Claims Administrator must determine the County Average Relationship between the Eligible Field and county average soybean yields using: (i) the Actual Yield Data for each Non-Damage Year in which the Eligible Field has Actual Yield Data for up to ten Non-Damage Years, with a minimum of four Non-Damage Years; and (ii) the county average soybean yield as reported by USDA/NASS for the county (or if no county data is reported, the applicable agricultural district) in which the Affected Field is located for the same Non-Damage Years identified under (i).
 - i) The County Average Relationship uses the linear relationship between the Non-Damage Year yields for the Eligible Field and historical county average soybean yields. The Claims Administrator will regress the Actual Yield Data of the Eligible Field on the county average soybean yield for Non-Damage Years using Ordinary Least Squares regression and considering as many years of Non-Damage Year Actual Yield Data as are available (including from information obtained pursuant to an RMA and FSA Release) up to a maximum of the ten Non-Damage Years closest in time to the Damage Year. The Ordinary Least Squares regression will produce the slope of the line of best fit (" β "), and the y-intercept (" α "), which together represent the County Average Relationship.
- b) Second, the Claims Administrator must calculate a Predicted Yield Per Acre for each Eligible Field, notated as $\hat{Y}_{ield} / acre$ using the County Average Relationship and the county average soybean yield for the Damage Year at issue, which may be notated, as an example, for Eligible Field $Affected\ Field_1(2017)$ as $\hat{Y}_{ield_1}(2017) / acre = \alpha + \beta * County\ Average\ Yield_1(2017)$, with α and β drawn from $County\ Average\ Relationship_1(2017)$.

7. Field Yield Loss. For each Eligible Field subject to the Yield Comparison Methodology, the Claims Administrator must calculate a Field Yield Loss by subtracting the Eligible Field's Affected Field Damage Year Yield from the Predicted Yield Per Acre for the Damage Year at issue. The result is the Field Yield Loss for the Eligible Field, expressed in bushels per acre. For avoidance of doubt, the Field Yield Loss determined in accordance with the Yield Comparison Methodology may be a negative number. If for any Affected Field subject to the Benchmark Field Methodology or County Average Methodology predicts that the Affected Field's Field Yield Loss is a negative number, then the Claims Administrator will set the Field Yield Loss to zero.

EXHIBIT J: ENHANCED REVIEW PROCESS

ENHANCED REVIEW PROCESS

1. **Overview.** The purpose of the Enhanced Review Process is to determine, based on available records, the best estimate of the Field Yield Loss for any Eligible Field subject to the Enhanced Review Process if there is such an estimate that can be determined from a reasonably reliable methodology, or if there is no such methodology to estimate any yield loss from dicamba symptomology for an Eligible Field in a fair way. Additionally, the Enhanced Review Process will determine, based on available records, whether Claimants identified on Schedule BB who seek to recover a price premium are eligible to receive a price premium and, if so, to quantify such premium. The Claims Administrator and the Enhanced Review Panel may exercise discretion in accordance with this Exhibit but may not vary from the mandatory terms herein. Capitalized terms used herein will have the same meaning as in the Settlement Agreement. In the event of a conflict between this Exhibit and the Settlement Agreement, this Exhibit will control.

2. **Determination of Reasonably Reliable Method to Determine Field Yield Loss: Conditionally Required and Presumptively Reasonable Methodologies.** For Eligible Fields subject to the Enhanced Review Process pursuant to Sections 13.c.i, 13.c.iii, 13.c.iv, 13.c.vi, 13.c.vii, or 13.c.viii of the Settlement Agreement that are not also subject to the Enhanced Review Process pursuant to Section 13.c.ii or Section 13.c.v, the Claims Administrator and Enhanced Review Panel must limit their review and methodologies as set forth herein. For any Eligible Field that is subject to the Enhanced Review Process pursuant to more than one of Sections 13.c.i, 13.c.iii, 13.c.iv, 13.c.vi, 13.c.vii, and 13.c.viii, then: (i) if application of those provisions subjects the Eligible Field to the broader Enhanced Review Process under Section 3 of this Exhibit, then that takes priority over a required or preferred methodology set forth in this Section 2; and (ii) if application of those provisions subjects the Eligible Field to a required methodology, then that takes priority over a preferred methodology; provided, however, that any applicable pro-rata reduction or adjustment should nonetheless be applied to the required methodology.

- a) For Eligible Fields subject to the Enhanced Review Process under Section 13.c.i of the Settlement Agreement, the preferred methodology is the Yield Comparison Methodology, with a pro-rata reduction to reflect the fraction of the larger Field that the Eligible Field represents.
- b) For Eligible Fields subject to the Enhanced Review Process under Section 13.c.iii of the Settlement Agreement, the Enhanced Review Panel's inquiry will, at least initially, focus exclusively on determining whether – based on a Claimant's explanation for using yield monitor data in lieu of A-Yields, the Claimant's Insurance Records, and any information gathered by the independent third-party yield monitor expert – data from the yield monitor, if Reasonably Calibrated, is likely to be more reliable yield data than A-Yields.
 - i) If the Enhanced Review Panel concludes that data from the yield monitor, if Reasonably Calibrated, is likely to be more reliable yield data than A-Yields, and the Claims Administrator had determined that the yield monitor was Reasonably Calibrated, then the required methodology is the Yield Comparison Methodology using the Reasonably-

Calibrated yield monitor data as Actual Yield Data for any relevant years in which it is available for the Eligible Field or Benchmark Field(s) and A-Yields for years in which Reasonably-Calibrated yield monitor data is unavailable.

- ii) If the Enhanced Review Panel does not conclude that data from the yield monitor data, if Reasonably Calibrated, is likely to be more reliable yield data than A-Yields, then the required methodology is the Yield Comparison Methodology using A-Yields.
 - iii) If the Enhanced Review Panel concludes that data from the yield monitor, if Reasonably Calibrated, is likely to be more reliable yield data than A-Yields, and the Claims Administrator had determined that the yield monitor was not Reasonably Calibrated, then the Eligible Field is subject to the broader Enhanced Review Process under Section 3 of this Exhibit, in which case the Enhanced Review Panel may provide whatever weight, if any, it deems appropriate to a Claimant's explanation for using yield monitor data in lieu of A-Yields.
 - (1) For avoidance of doubt, if Section 2.b.iii applies to an Eligible Field, then the Eligible Field is subject to the Enhanced Review Process under Section 3 of this Exhibit, regardless of any other preferred or required methodology that would otherwise apply under Sections 2.a, 2.c, 2.d, 2.e, or 2.f of this Exhibit.
- c) For Eligible Fields subject to the Enhanced Review Process under Section 13.c.iv of the Settlement Agreement, the Enhanced Review Panel's inquiry will, at least initially, be limited to determining whether a Claimant has provided a reasonable explanation supported by evidence as to why the Claimant selected a less proximate Field under the Benchmark Proximity Requirements when (an)other more proximate Field(s) meet(s) the Minimum Benchmark Criteria.
- i) If the Enhanced Review Panel determines that the Claimant's explanation for selecting a less proximate Field is reasonable and supported by evidence, then the required methodology is the Yield Comparison Methodology as would otherwise apply using such Selected Benchmark Field.
 - ii) If the Enhanced Review Panel does not determine that the Claimant's explanation for selecting a less proximate Field is reasonable and supported by evidence, then the Eligible Field is subject to the broader Enhanced Review Process under Section 3 of this Exhibit, in which case the Enhanced Review Panel may provide whatever weight, if any, it deems appropriate to a Claimant's explanation for using a less proximate Field under the Benchmark Proximity Requirements when the other more proximate Field(s) meet(s) the Minimum Benchmark Criteria.
 - (1) For avoidance of doubt, if Section 2.c.ii applies to an Eligible Field, then the Eligible Field is subject to the Enhanced Review Process under Section 3 of this Exhibit, regardless of any other preferred or required methodology that would otherwise apply under Sections 2.a, 2.b, 2.d, 2.e, or 2.f of this Exhibit.
- d) For Eligible Fields subject to the Enhanced Review Process under Section 13.c.vi of the Settlement Agreement, the preferred methodology is the Yield Comparison Methodology,

with adjustments to exclude any yield loss reflected in crop insurance company records or crop insurance adjuster records that was not attributable to dicamba symptomology; provided, however, that the Field Loss Payment for such an Eligible Field must not exceed the Preliminary Field Loss Amount for that Eligible Field minus the amount received on a crop insurance claim for the Eligible Field.

- e) For Eligible Fields subject to the Enhanced Review Process under Section 13.c.vii of the Settlement Agreement, the Enhanced Review Panel's inquiry will, at least initially, be limited to determining whether a Claimant has provided a reasonable explanation as to why the use of Group Yields is appropriate.
 - i) If the Enhanced Review Panel determines that the Claimant's explanation as to the use of Group Yields is reasonable, then the required methodology is the Yield Comparison Methodology as would otherwise apply using the Group Yields.
 - ii) If the Enhanced Review Panel does not determine that the Claimant's explanation as to the use of Group Yields is reasonable, then the Eligible Field is subject to the broader Enhanced Review Process under Section 3 of this Exhibit, in which case the Enhanced Review Panel may provide whatever weight, if any, it deems appropriate to the Claimant's explanation and the Group Yields.
 - (1) For avoidance of doubt, if Section 2.e.ii applies to an Eligible Field, then the Eligible Field is subject to the Enhanced Review Process under Section 3 of this Exhibit, regardless of any other preferred or required methodology that would otherwise apply under Sections 2.a, 2.b, 2.c, 2.d, or 2.f of this Exhibit.
- f) For Eligible Fields subject to the Enhanced Review Process under Section 13.c.viii of the Settlement Agreement, the required methodology is the Yield Comparison Methodology if the Benchmark Field Methodology may be applied; provided, however, that this provision will not apply unless records satisfying Section 11.c.i are provided with respect to the Eligible Field and Selected Benchmark Field. The County Average Methodology may not be applied as a preferred or required methodology to Eligible Fields subject to the Enhanced Review Process under Section 13.c.viii. If the Benchmark Field Methodology may not be applied to an Eligible Field subject to the Enhanced Review Process under Section 13.c.viii, then the Eligible Field is subject to the broader Enhanced Review Process under Section 3 of this Exhibit. For avoidance of doubt, if an Eligible Field is subject to the Enhanced Review Process under Section 3 of this Exhibit pursuant to this Paragraph, then such process shall apply regardless of any other preferred or required methodology that would otherwise apply under Sections 2.a, 2.b, 2.c, 2.d, or 2.e of this Exhibit.
- g) Except as otherwise provided in this Section 2, for each Eligible Field subject to this Section 2 for which a required methodology is provided, the Claims Administrator and Enhanced Review Panel must apply such methodology if the threshold condition is met. Except as otherwise provided in this Section 2, for each Eligible Field subject to this Section 2 for which a preferred methodology is provided, the Claims Administrator and Enhanced Review Panel must apply a presumption that the applicable preferred methodology provides a reasonably reliable estimate of yield loss.

- i) To determine if the presumption of reasonableness is rebutted, the Claims Administrator and the Enhanced Review Panel may consider only the Enrolled Claimant's Claim Form, Injury Records, Yield Records, Plaintiff Fact Sheet (if any), and, only in the case of Eligible Fields subject to the Enhanced Review Process under Section 13.c.i or 13.c.vi, the crop insurance company or insurance adjuster records.
- ii) If a required methodology is provided and the threshold condition is met or a preferred methodology is provided and the presumption of reasonableness is not rebutted, then the result of the required or preferred methodology, respectively, is the Field Yield Loss for each Eligible Field, expressed in bushels per acre.
- iii) If, despite the presumption of reasonableness, the Claims Administrator and the Enhanced Review Panel determine that an applicable preferred methodology does not provide a reasonably reliable estimate of yield loss, then the Eligible Field is subject to Section 3 of this Exhibit. Except as otherwise provided in this Section 2, Section 3 of this Exhibit shall not apply to an Eligible Field subject to the Enhanced Review Process for which a required methodology is provided and the threshold condition is met.
- h) For avoidance of confusion, if an Eligible Field is subject to the Enhanced Review Process under more than one prong of Section 13.c, then any Eligible Field subject to the Enhanced Review Process under Section 13.c.ii and/or Section 13.c.v shall be subject to Section 3 of this Exhibit, regardless of whether it is also subject to the Enhanced Review Process under Section 13.c.i, 13.c.iii, 13.c.iv, 13.c.vi, 13.c.vii, or 13.c.viii.

3. Determination of Reasonably Reliable Method to Determine Field Yield Loss: Alternative Methodologies.

- a) For Eligible Fields subject to the Enhanced Review Process pursuant to Section 13.c.ii or 13.c.v of the Settlement Agreement, and for Eligible Fields otherwise subject to Section 3 of this Exhibit, the Claims Administrator and the Enhanced Review Panel must attempt to determine if any methodology to estimate yield loss is reasonably reliable based on the available records and, if so, the most reliable methodology, as described in this Section and Section 4 of this Exhibit.
- b) The following are non-exclusive examples of potential methodologies to estimate yield loss that the Claims Administrator and the Enhanced Review Panel may determine are reasonably reliable as to any given Eligible Field. These examples are meant to be illustrative, not restrictive. Notwithstanding the below examples, the Claims Administrator and the Enhanced Review Panel may find that the below methodologies would not be reasonably reliable as to any particular Enrolled Claimant or Eligible Field.
 - i) If sufficient Actual Yield Data are available, then the Claims Administrator and the Enhanced Review Panel could apply the Yield Comparison Methodology, with or without any modifications that they believe are appropriate, in their discretion, based on the information available to them.
 - ii) The Claims Administrator and the Enhanced Review Panel could apply a comparison methodology similar to the Yield Comparison Methodology, but based on fewer years of

Actual Yield Data for Non-Damage Years, if they judge the results reasonable based on other information available to them, which could include the Field Yield Loss for other of the Enrolled Claimant's Eligible Fields or for the Eligible Fields of other Enrolled Claimants in the same county in the same Damage Year using the same practices and for the same crop type.

- iii) If the Enrolled Claimant has other Eligible Fields in the same Damage Year subject to the Yield Comparison Methodology, whether involving the same Affected Field or not but at a minimum in the same Farm Number, and the other Eligible Fields produced generally consistent Field Yield Loss numbers, then the Claims Administrator and the Enhanced Review Panel could average the Field Yield Loss for those other Fields to apply to the Eligible Field subject to the Enhanced Review Process.
- iv) If Injury Records or any other documents that were part of a Claims Package provide an estimate of Field Yield Loss that the Claims Administrator and the Enhanced Review Panel believe is the result of a reasonably reliable method, then the Claims Administrator and the Enhanced Review Panel could consider, or adopt, that Field Yield Loss number.
- v) The Claims Administrator and the Enhanced Review Panel could use the mean, minimum, or maximum Field Yield Loss for the Damage Year at issue for all Eligible Fields of any Enrolled Claimant figured under the Yield Comparison Methodology (or for what they determine to be an appropriate subset).
- c) The Enhanced Review Panel may take into consideration Administrative Agency Reports and other available information to assess the reasonableness of any methodology from which to estimate yield loss on an Eligible Field.
- d) If the Claims Administrator and the Enhanced Review Panel determine a reasonably reliable methodology from which to estimate yield loss from dicamba symptomology, then the Claims Administrator must apply that methodology to the available data to arrive at the best estimate of yield loss, which is the Field Yield Loss for the Eligible Field, expressed in bushels per acre.

4. Data Consideration. For Eligible Fields subject to Section 3 of this Exhibit, the Claims Administrator and the Enhanced Review Panel may consider: (i) any Actual Yield Data for Affected Fields and/or Fields meeting the Benchmark Proximity Requirements provided by the Enrolled Claimant or the RMA, including that reflected in Insurance Records; (ii) any other relevant information that has been provided to the Claims Administrator as part of the Process, whether from the Enrolled Claimant whose Eligible Field is being evaluated, any other Enrolled Claimant, or the Third-Party Auditor; (iii) published USDA / NASS data and meteorological data that the Enhanced Review Panel or the Claims Administrator deems relevant.

- a) By way of example only, relevant information that the Claims Administrator and the Enhanced Review Panel may consider includes: (i) county average yield data as available from NASS; (ii) information provided by the Enrolled Claimant with regard to any third-party payments on Eligible Fields; (iii) Administrative Agency Reports included in the Enrolled Claimant's Claims Package; (iv) Injury Records and/or Yield Records from the

Enrolled Claimant or from any other Enrolled Claimant as to any Field in any year; and (v) the Enrolled Claimant's Plaintiff Fact Sheet and accompanying documents.

- b) The Enhanced Review Panel may request relevant available Administrative Agency Reports from Monsanto, but may only do so in accordance with Section 2.a.vi(1) of the Agreement, if and only if, in determining the best estimate of yield loss for any Eligible Field subject to the Enhanced Review Process: (i) the Enhanced Review Panel determines that consideration of Administrative Agency Reports could be helpful in determining the best estimate of yield loss using a reasonably reliable methodology, and (ii) Administrative Agency Reports are not already included in the Enrolled Claimant's Claims Package.
- c) Notwithstanding anything in this Section 4, neither Monsanto nor the Enrolled Claimant may provide the Claims Administrator or the Enhanced Review Panel any additional information, explanation, argument, or other input for purposes of the Enhanced Review Process; provided, however, that the Enrolled Claimant may be required to provide, or may have the option to provide, as applicable, additional records as set forth in Section 11.h. of the Agreement.
- d) Any information relied on by the Enhanced Review Panel that was not already included in the Enrolled Claimant's Claims Package must be added to the Claimant's Claims Package so that it may be reviewed by Claimant and available for reference upon appeal.

5. Inability to Determine Reasonably Reliable Method. If the Claims Administrator and the Enhanced Review Panel determine from the information available that there is no reasonably reliable methodology from which to estimate yield loss from dicamba symptomology for an Eligible Field, then for that Eligible Field the Claims Administrator and the Enhanced Review Panel may, after applying a rebuttable presumption that Eligible Fields incurred some yield loss, either:

- a) assign a Preliminary Field Loss Amount by multiplying the number of Planted Soybean Acres on the Eligible Field times twenty dollars (\$20.00) per acre adjusted up or down based on the portion of field exhibiting dicamba symptomology, if known or estimable, and the severity of the dicamba symptomology, if known or estimable; or
- b) assign a Preliminary Field Loss Amount of zero dollars (\$0.00).

In either case, the Planted Soybean Acres of the Eligible Field must be considered in calculating the Enrolled Claimant's Minimum Consideration and applying Section 17 of the Settlement Agreement.

6. Claims Involving a Price Premium. For Eligible Fields subject to the Enhanced Review Process under Section 13.c.viii of the Settlement Agreement, the Eligible Field shall be subject to a determination by the Enhanced Review Panel of the Preliminary Field Loss Amount in addition to a determination of Field Yield Loss by the Enhanced Review Panel.

- a) In determining the Preliminary Field Loss Amount, the Enhanced Review Panel shall review the documentation provided by the Enrolled Claimant related to a claimed price premium pursuant to Section 11.c of the Settlement Agreement.

- b) The Enhanced Review Panel shall initially determine if the Enrolled Claimant has shown that the Enrolled Claimant sold soybeans or had a contract to sell from the Eligible Field at a premium over commodity prices. If the Enhanced Review Panel cannot determine that the Enrolled Claimant sold soybeans or had a contract to sell from the Eligible Field at a price premium, then the Preliminary Field Loss Amount for such Eligible Field shall be calculated as set forth in Section 13.e of the Settlement Agreement, without regard to the Enrolled Claimant's asserted entitlement to a price premium.
- c) If the Enhanced Review Panel determines that the Enrolled Claimant sold soybeans or had a contract to sell from the Eligible Field at a premium over commodity prices, and can quantify the price or price premium, then the Preliminary Field Loss Amount for such Eligible Field shall be calculated by multiplying the Field Yield Loss for the Eligible Field times the number of Planted Soybean Acres in the Affected Field as set forth in a Form FSA 578 (or Form FSA 578-Type Document) for the year in question, times: (i) the price that the Enrolled Claimant received or contracted to receive for soybeans produced on the Eligible Field if the price is specified in submitted documents; or (ii) if only the premium but not the price is specified in submitted documents, the average price received for soybeans for the year in question, in the state in question (as set forth in Section 13.e of the Settlement Agreement), plus the per-bushel premium specified in the submitted documents.
- d) If the Enhanced Review Panel determines that the Enrolled Claimant sold soybeans from the Eligible Field at a premium over commodity prices, but cannot quantify the price that the Enrolled Claimant received for soybeans produced on the Eligible Field, then the Preliminary Field Loss Amount for such Eligible Field shall be calculated as set forth in Section 13.e of the Settlement Agreement except that the price used shall be the average price received for soybeans for the year in question, in the state in question (as set forth in Section 13.e of the Settlement Agreement) plus \$1.00 per bushel.

EXHIBIT K: WALK-AWAY FORM

WALK-AWAY FORM

INSTRUCTIONS

Complete, sign, and submit the Walk-Away Form below if you wish to exercise your Enrolled Claimant Walk-Away Rights and withdraw from the Settlement Agreement, subject to Monsanto's Walk-Away Buyout Rights. Capitalized terms in these instructions and the Walk-Away Form have the same definitions ascribed to them in the Settlement Agreement.

You may withdraw from the Settlement Agreement because your Claim Amount was reduced by more than 25% because of the Claim Fund Cap.

You **MUST** file this Walk-Away Form in a timely fashion. Your Walk-Away Form will be considered untimely and ineffective, if you fail to submit the Walk-Away Form within thirty days after the date of the Notice advising you of your right to withdraw. If you do not timely submit a Walk-Away Form, you will waive any right to exercise such rights.

Submission of a timely Walk-Away Form does not guarantee that you will be withdrawn from the Process and relieved of your obligations thereunder, including your Release and Incorporation of the Settlement Agreement. If you exercise your Enrolled Claimant Walk-Away Rights, Monsanto may nonetheless, at its election and in its sole discretion, commit to pay an additional amount as necessary so that your final Settlement Payment equals 75% or more of your Claim Amount or Adjusted Claim Amount. If Monsanto timely exercises these Walk-Away Buyout Rights, you will continue to be bound by the Settlement Agreement and the Release and Incorporation of Settlement regardless of the amount of your final Settlement Payment. If Monsanto timely exercises its Walk-Away Buyout Rights, the Claims Administrator will notify you that you remain in the Process and are bound by the Agreement, as well as inform you of the amount of your Settlement Payment.

The exercise of your rights under this form are final and cannot be revoked. If Monsanto does not timely exercise its Walk-Away Buyout Rights, your Claim Form and Claims Package will be rescinded, and you will not be entitled to a Settlement Payment or any other benefits under the Settlement Agreement.

You may submit your Walk-Away Form by U.S. certified mail or electronically to:

Dicamba Soybean Settlement Claims Administrator
c/o Epiq
P.O. Box 5476
Portland OR 97228-5476
[E-mail address or Web site]

Please review the Settlement Agreement, a copy of which is located at www.DicambaSoybeanSettlement.com, to understand these legally binding requirements in full.

ENROLLED CLAIMANT WALK-AWAY FORM

**TO: CLAIMS ADMINISTRATOR
DICAMBA SOYBEAN SETTLEMENT AGREEMENT**

FROM: _____
NAME OF ENROLLED CLAIMANT

I hereby exercise my right to **WITHDRAW** from the Settlement Agreement.

I understand my rights under the Settlement Agreement and, if I am represented by counsel, my counsel has explained those rights to me.

I understand that this form is irrevocable.

I understand that my withdrawal from the Settlement Agreement is subject to Monsanto's Walk-Away Buyout Rights. If Monsanto exercise its Walk-Away Buyout Rights as to me, I will remain fully bound by the Settlement Agreement and my Release and Incorporation of Settlement.

I understand that if I withdraw, I forfeit any right to a Settlement Payment or any other benefit due me under the Settlement Agreement.

SUBMITTED BY:

SIGNATURE OF ENROLLED CLAIMANT OR ENROLLED CLAIMANT'S
REPRESENTATIVE

NAME OF ENROLLED CLAIMANT

IF ENROLLED CLAIMANT'S REPRESENTATIVE, DESCRIBE REPRESENTATIVE'S
AUTHORITY TO SIGN FOR CLAIMANT (E.G., TITLE, POWER OF ATTORNEY, ETC.).

EXHIBIT L: NOTICE OF APPEAL

NOTICE OF APPEAL

INSTRUCTIONS

Capitalized terms in these instructions and the Notice of Appeal form have the same definitions ascribed to them in the Settlement Agreement.

Complete, sign, and submit the Notice of Appeal form below if you wish to appeal a decision of the Claims Administrator, the Third-Party Auditor, or the Enhanced Review Panel as specified on the Notice of Appeal form below. A Notice of Appeal may only be filed by a Claimant for the reasons identified on this Notice of Appeal form, and no other. While you have a right to appeal on these select grounds, you will be responsible for the costs of the appeal if you file a Notice of Appeal based on a classification of a Fraudulent Process Claim, if that classification is upheld by the Appeals Master.

Your Notice of Appeal will be considered untimely, and your appeal will not be considered by the Appeals Master, if you fail to file the Notice of Appeal pursuant to the deadlines set forth below in the Notice of Appeal Form.

You may submit your Notice of Appeal electronically or by U.S. certified mail to:

Dicamba Soybean Settlement Claims Administrator
c/o Epiq
P.O. Box 5476
Portland OR 97228-5476
[\[E-mail address or Web site\]](#)

You may include with this Notice of Appeal a written statement explaining the grounds for your appeal. This statement may not exceed one page, single-spaced. You may not submit any other material in support of this appeal, but may refer to documents previously submitted by you as part of the Claims Package.

Please review the Settlement Agreement, a copy of which is located at www.DicambaSoybeanSettlement.com, to understand these legally binding requirements in full.

NOTICE OF APPEAL FORM

**TO: APPEALS MASTER
c/o CLAIMS ADMINISTRATOR
DICAMBA SOYBEAN SETTLEMENT AGREEMENT**

FROM: _____

NAME OF CLAIMANT ("CLAIMANT")

I hereby exercise my right to **APPEAL** a decision of the Claims Administrator, Third-Party Auditor, and/or Enhanced Review Panel under the Settlement Agreement on the following ground(s):

MARK ALL GROUNDS FOR APPEAL BELOW.

- ☐ **Determination that Claimant is not an Eligible Participant.** *Appeal must be initiated within 30 days of the date of the Notice of Rejection or Ineligibility.*
- ☐ **Rejection of Claimant's Claims Package.** *Appeal must be initiated within 30 days of the date of the Notice of Rejection or Ineligibility.*
- ☐ **Rejection of Affected Field/Damage Year as an Eligible Field.** *Appeal must be initiated within 30 days of the date of the Notice of Claim Amount or Follow-Up Notice of Claim Amount.*
- ☐ **Calculation of Claimant's Claim Amount.** *Appeal must be initiated within 30 days of the date of the Notice of Claim Amount or Follow-Up Notice of Claim Amount.*
- ☐ **Finding of Fraudulent Process Claim by the Third-Party Auditor and/or amount of costs imposed based on a Fraudulent Process Claim finding.** *Appeal must be initiated within 30 days of the date of the Notice of Fraudulent Process Claim. **Claimant will be responsible for appeal costs if the Fraudulent Process Claim classification is upheld.*

Claimant ☐ has ☐ has not included a written statement of support with this Notice of Appeal.
SELECT ONE

SUBMITTED BY:

SIGNATURE OF CLAIMANT OR CLAIMANT'S REPRESENTATIVE

NAME OF CLAIMANT

IF CLAIMANT'S REPRESENTATIVE, DESCRIBE REPRESENTATIVE'S AUTHORITY TO SIGN FOR CLAIMANT (E.G., TITLE, POWER OF ATTORNEY, ETC.)

DATE

**EXHIBIT M: LIMITED GUARANTEE OF BAYER
(CONFIDENTIAL; SENT UNDER SEPARATE COVER)**

EXHIBIT N: PROPOSED QSF ORDER

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MISSOURI
SOUTHEASTERN DIVISION**

IN RE: DICAMBA HERBICIDES)
LITIGATION) 1:18-md-2820 SNLJ
) ALL CASES

**CASE MANAGEMENT ORDER NO. [REDACTED]
ESTABLISHING QUALIFIED SETTLEMENT FUND FOR DICAMBA HERBICIDES
LITIGATION SOYBEAN PRODUCERS MASTER SETTLEMENT AGREEMENT AND
APPOINTING QSF ADMINISTRATOR**

Upon the agreed Motion to Establish a Qualified Settlement Fund (the “Motion”), and for good cause shown, the Court hereby enters the following Order with respect to establishing the Qualified Settlement Fund Administrator and related matters:

1. The Dicamba Claims Trust is established as a Qualified Settlement Fund (the “QSF”) within the meaning of Treasury Regulation § 1.468B-1 and pursuant to the jurisdiction conferred on this Court by Treasury Regulation § 1.468B-1(c)(1).
2. [REDACTED] (the “QSF Administrator”) is hereby appointed as Administrator of the QSF pursuant to the terms, conditions and restrictions of the In re Dicamba Herbicides Litigation Soybean Producers Agreement dated December __, 2020 (the “Settlement Agreement”), the In re Dicamba Claims Trust Agreement (the “Trust Agreement”), and the Motion. The QSF Administrator is hereby granted the authority to conduct any and all activities necessary to administer the Dicamba Claims Trust as set forth in the Settlement Agreement, the Trust Agreement, and the Motion.
3. The QSF administrator is authorized to segregate Dicamba Claims Trust Assets into sub accounts and to invest the Dicamba Claims Trust Assets as set forth in the Settlement Agreement, the Trust Agreement, the Motion and this Order.

4. The QSF administrator is authorized to make distributions from the Dicamba Claims Trust consistent with the Settlement Agreement, the Trust Agreement, and the Motion.

5. The QSF Administrator is authorized to take appropriate steps to wind down the Dicamba Claims Trust and thereafter discharging the QSF Administrator from any further responsibility with respect to the Dicamba Claims Trust upon (i) final distribution of all Dicamba Claims Trust Assets or (ii) final payment of all Claims Amounts, Incentive Payments, Administrative Expenses and Dicamba Claims Trust Expenses and Tax Expenses, whichever occurs first in time.

6. The Dicamba Claims Trust shall be held at [REDACTED] (the "Bank") according to the terms, conditions and restrictions of the Settlement Agreement, the Trust Agreement and the Motion.

7. No bond is required for the QSF Administrator, provided that all Dicamba Trust Assets received by the Dicamba Claims Trust from Monsanto pursuant to the Settlement Agreement, which include all principal and the interest earned thereon, shall be deposited by the QSF Administrator in an investment agency account held in custody at the Bank, for the benefit of and titled in the legal name of the Dicamba Claims Trust and may only be invested in accordance with § 4.02 of the Trust Agreement.

8. Following the instructions of the QSF Administrator, the Bank shall invest the Dicamba Claims Trust account such that the following investment policy is implemented: (a) safety of principal; (b) zero bank liability exposure; and/or (c) the use of zero sweep disbursement accounts. Notwithstanding the foregoing, the Bank shall not be allowed to distribute any income or principal from the Dicamba Claims Trust account except upon the instructions of the QSF administrator. The QSF Administrator retains the right to remove the

Bank, and may designate a replacement bank upon the written consent of Monsanto. In the event of such replacement, the terms and conditions of this Order, including without limitation, those addressing bond requirements, investments, and distributions from the Dicamba Claims Trust account, shall apply to any such replacement bank.

9. The QSF Administrator shall not be liable for any losses as a result of investing the Dicamba Trust Assets as directed by this Court. Any such losses shall not be recoverable from Claimants, the ECC or other counsel to any Claimant, Monsanto nor any other entities or individuals released from the underlying litigation, none of whom shall have any responsibility for the QSF Administrator's and the Bank's performance. Receipt and/or investment of the Dicamba Trust Assets shall be confirmed to the ECC and Monsanto by the QSF Administrator as soon as practicable by account statement or other reasonable method not to exceed fifteen (15) days from the initial receipt of Dicamba Trust Assets by the Bank, and every thirty (30) days thereafter.

10. The QSF Administrator is authorized to effect qualified assignments of any resulting structured settlement liability or similar vehicle within the meaning of § 130(c) of the Internal Revenue Code to the qualified assignee, and to take all actions as provided in the Settlement Agreement, the Trust Agreement, and the Motion.

IT IS SO ORDERED.

HON. STEPHEN N. LIMBAUGH, JR.
UNITED STATES DISTRICT JUDGE

EXHIBIT O: MOTION TO RESCIND COMMON BENEFIT ORDER

IN RE: DICAMBA HERBICIDES) 1:18-md-2820 SNLJ
LITIGATION) ALL CASES

After years of hard-fought litigation, the PEC and Monsanto Company have executed the Dicamba Herbicides Litigation Soybean Producers Master Settlement Agreement (“MSA”) designed to make compensation available to all soybean producers with eligible claims related to crop damage arising out of alleged soybean

crop injury relating to the applications of dicamba by third parties to dicamba-tolerant soybeans or cotton, or both (“crop damage claims”). The MSA provides a mechanism for soybean producers to submit their crop damage claims for evaluation by a neutral Claims Administrator, who will apply pre-established guidelines agreed to by the parties to pay legitimate claims. In the MSA, the parties agreed:

Monsanto and the ECC will jointly file a motion to rescind the Common Benefit Order substantially similar to that set forth in Exhibit A. Upon payment of all of the attorneys’ fees and litigation expenses that Monsanto is obligated to pay under this Agreement, the Monsanto Released Parties and the Additional Released Parties will have no further obligations under the Common Benefit Order, and none will be responsible for, or pay for, any dispute between the ECC and any counsel not on the ECC regarding any attorneys’ fees or litigation expenses.

Rescinding the Common Benefit Order is warranted. Participation in the Settlement is completely voluntary, but must be accompanied by actual consent from both Claimants not represented by the PEC and their counsel to have the Claimant’s Settlement Payment reduced by 12% to contribute to the PEC’s attorneys’ fees, with a dollar for dollar reduction in fees payable to the Claimant’s non-PEC counsel. This provision therefore works just as if the Common Benefit Order were effectuated. Because the 12% is a fee holdback, it will not be applied to reduce the Settlement Payment of any Claimant not represented by counsel.

The settlement is structured as a mass tort settlement; not as a class settlement. Under the MSA, Monsanto agreed to pay attorneys’ fees to the PEC and other

counsel who helped make the MSA possible. Every represented non-PEC claimant under the settlement who chooses to voluntarily submit their claim to the settlement structure created by the MSA, agrees to pay a fee of 12% of their gross recovery under the settlement to the PEC and related counsel who made the settlement possible. In exchange, the PEC agrees to forego the right to apply for common benefit fees. In effect, because each claimant under the settlement will voluntarily choose to pay a fee of 12%, which will be deducted on a dollar for dollar basis from their counsel's fees, in exchange for the right to submit their claim for payment through the settlement structure created by the MSA, a court order requiring the payment of a common benefit assessment is unnecessary. Common benefit fee holdbacks out of attorneys' fees charged to non-soybean claimants' payments is being handled separately among counsel, and thus the Common Benefit Order need not remain to address those settlement payments.

In the MSA, Monsanto and the PEC agreed to jointly file this motion asking the Court to rescind the common benefit order as unnecessary.

Date: _____, 202__

Respectfully submitted,

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Attorneys for Defendant Monsanto Company

EXHIBIT P: PROPOSED DOCKET CONTROL ORDER

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MISSOURI
SOUTHEASTERN DIVISION**

IN RE: DICAMBA HERBICIDES)
LITIGATION) 1:18-md-2820 SNLJ
) ALL CASES

CASE MANAGEMENT ORDER
(Docket Control Order for Any Ongoing Litigation)

This Case Management Order (“CMO”) applies to (i) all Plaintiffs alleging crop damage (and related) claim(s) against Monsanto Company or other defendants (“Defendants”) who have cases pending against Defendants as of the date of this CMO that are not dismissed under the terms of the Dicamba Herbicides Litigation Soybean Producers Master Settlement Agreement entered between Plaintiffs’ Executive Committee Counsel, and Monsanto Company (the “MSA”), or otherwise resolved, and (ii) all Plaintiffs with cases alleging crop damage (and related) claim(s) against Defendants that are newly filed in, removed to and not remanded, or transferred to this MDL after the entry of this CMO (collectively, the “Litigating Plaintiffs”).

Consistent with the Court’s inherent authority to manage these judicial proceedings, and in light of the MSA entered after years of litigation, the Court finds it appropriate at this time to exercise its discretion to enter this CMO to efficiently manage any cases against Defendants by Litigating Plaintiffs.

This CMO requires all Litigating Plaintiffs to produce certain specified information regarding their claim(s) before any further discovery. Litigating Plaintiffs who represent themselves *pro se* shall be bound by the requirements of this CMO and shall fully comply with all obligations required of counsel by this CMO, unless otherwise stated.

A. Background and Status of Proceedings

1. On February 1, 2018, the United States Judicial Panel on Multidistrict Litigation (“JPML”) established MDL No. 2820 to centralize cases against Defendants alleging crop damage arising from dicamba applications by third parties to dicamba-tolerant soybeans and/or cotton. Over [REDACTED] cases have been filed in, removed to, or transferred to this MDL.

2. District courts have inherent authority to manage their dockets. This is especially true in large litigation. *In re Asbestos Prods. Liab. Litig.*, 718 F.3d 236, 243 (3d Cir. 2013) (“[D]istrict court judges must have authority to manage their dockets, especially during [a] massive litigation....”) (quoting *In re Fannie Mae Sec. Litig.*, 552 F.3d 814, 822-23 (D.C. Cir. 2009)); *see also Ramirez v. T&H Lemont, Inc.*, 845 F.3d 772, 776 (7th Cir. 2016) (“[A] court has the inherent authority to manage judicial proceedings and to regulate the conduct of those appearing before it.”). The District Court’s power extends to, for example, “controlling and scheduling discovery, including orders affecting disclosures and discovery under

Rule 26 and Rules 29 through 37,” “adopting special procedures for managing potentially difficult or protracted actions that may involve complex issues, multiple parties, difficult legal questions, or unusual proof problems,” and “facilitating in other ways the just, speedy, and inexpensive disposition of the action.” Fed. R. Civ. P. 16(c)(2)(F), (L) & (P).

3. “[M]ultidistrict litigation ‘presents a special situation, in which the district judge must be given wide latitude with regard to case management in order to effectively achieve the goals set forth by the legislation that created the Judicial Panel on Multidistrict Litigation.’ This wide latitude applies, in particular, to issuing discovery orders, and to dismissing actions for non-compliance with such orders....” *In re Avandia Mktg., Sales Pract. & Prods. Liab. Litig.*, 687 F. App’x 210, 2017 WL 1401285, at *214 (3d Cir. Apr. 19) (citation omitted); *see also Freeman v. Wyeth*, 764 F.3d 806, 809 (8th Cir. 2014) (affirming MDL court’s dismissal of claims for failure to provide medical authorizations); *In re Guidant Corp. Implantable Defibrillators Prods. Liab. Litig.*, 496 F.3d 863, 866 (8th Cir. 2007) (affirming MDL court’s dismissal of claims for failure to comply with discovery orders); *In re Phenylpropanolamine Prod. Liab. Litig.*, 460 F.3d 1217, 1229 (9th Cir. 2006) (“*In re PPA*”) (“administering cases in multidistrict litigation is different from administering cases on a routine docket...”; finding no abuse of discretion in MDL Court’s dismissal of claims for failure to comply with discovery and product

identification case management orders); *In re Asbestos Prods. Liab. Litig.*, 718 F.3d at 246 (same). This is particularly true with respect to managing discovery and taking actions designed to move the cases “in a diligent fashion toward resolution by motion, settlement or trial.” *In re PPA*, 460 F.3d at 1232.

4. During the course of these MDL proceedings, this Court has exercised its discretion and inherent authority and has established discovery procedures. Fed. R. Civ. P. 1; Fed. R. Civ. P. 16(c).

5. The Court is aware that, without admission of fault or liability, Monsanto Company has entered the MSA to establish a framework for the comprehensive resolution of cases alleging soybean crop damage claims related to over-the-top dicamba applications by third parties to dicamba-tolerant soybeans and/or cotton.

6. Docket Control Orders “have been routinely used by courts to manage mass tort cases.” *In re Vioxx Prod. Liab. Litig.*, 557 F. Supp. 2d 741, 743 (E.D. La. 2008). Appellate courts have regularly upheld their use in MDL cases. *See, e.g., In re Avandia*, 687 F. App’x at 214 (affirming MDL court’s dismissal for failure to comply with an order requiring future plaintiffs to provide an expert report, noting the district court must be given “wide latitude with regard to case management” in multidistrict litigation)(citation omitted); *see also Dzik v. Bayer Corp.*, 846 F.3d 211, 216 (7th Cir. 2017) (affirming MDL court’s dismissal for failure to comply with discovery order; “District courts handling complex, multidistrict litigation must be

given wide latitude with regard to case management in order to achieve efficiency.”) (internal quotation marks omitted); *In re Diet Drugs (Phentermine/Fenfluramine/Dexfenfluramine) Prods. Liab. Litig.*, 30 F. App’x 27, 27, 30 (3d Cir. 2002) (affirming district court’s dismissal of appellants’ case within multi-district litigation because of their counsel’s failure to comply with a discovery order concerning expert reports, noting “[i]n the context of a mass tort MDL case, the delay occasioned by counsel’s conduct is particularly pernicious because of the complex problems presented on the issue of causation and the need for the efficient and uniform resolution of discovery matters”); *Acuna v. Brown & Root, Inc.*, 200 F.3d 335, 340 (5th Cir. 2000) (such “orders are designed to handle the complex issues and potential burdens on Defendant and the court in mass tort litigation. In the federal courts, such orders are issued under the wide discretion afforded district judges over the management of discovery under Fed. R. Civ. P. 16.”).

7. Moreover, the use of so-called “Lone-Pine” orders may be appropriate when a defendant has taken steps to settle a significant portion of the claims pending against it. *See, e.g., In re Pradaxa (Dabigatran Etexilate) Prods. Liab. Litig.*, MDL No. 2385 (S.D. Ill. May 29, 2014), available at <http://www.ilsd.uscourts.gov/documents/mdl2385/CMO78.pdf> (in settlement context, requiring non-settling plaintiffs to produce causation expert reports); *see also In re Vioxx Prods. Liab. Litig.*, MDL No. 1657 (E.D. La. 2008), Pretrial Order

No. 28 (available at

<http://www.laed.uscourts.gov/sites/default/files/vioxx/orders/vioxx.pto28.mdl.pdf>

and Pretrial Order No. 29 (available at

<http://www.laed.uscourts.gov/sites/default/files/vioxx/orders/vioxx.pto29.mdl.pdf>).

8. This Court finds it particularly appropriate to enter this Docket Control Order so the Court can efficiently manage an MDL that is proceeding on a settlement front. Other MDL courts have exercised their discretion and inherent authority to enter orders establishing certain discovery and other requirements for future cases filed against settling defendants in tort litigation. *See, e.g., In re Am. Med. Sys., Inc. Pelvic Repair Sys. Prods. Liab. Litig.*, MDL No. 2325 (S.D. Va. June 7, 2017) (the “*AMS Mesh MDL*”); *In re Testosterone Replacement Therapy Prods. Liab. Litig.*, MDL No 2545 (N.D. Ill. June 11, 2018). In the *AMS Mesh MDL*, the Court recognized:

[C]ase management is of the utmost importance and the Court is vested with substantial discretion to manage discovery and set deadlines that will help secure “the just, speedy, and inexpensive determination of every action and proceeding.”

Id. at 2 (citation omitted). The parties’ significant progress in resolving existing claims made it appropriate to establish requirements for the speedy and just resolution of any future claims. *See id.* These requirements included expert disclosures regarding causation, among other items, for newly filed cases. *See id.* at 3-7.

For the foregoing reasons, it is **ORDERED** as follows:

B. Case Management Deadlines

9. **Litigating Plaintiffs' Fact Sheets and Service Protocol:** If not already completed, executed, and served, each Litigating Plaintiff must comply with all requirements of this Court's May 8, 2018, Order regarding Plaintiff Fact Sheets and produce to Defendant the items required therein within the timeframe provided herein.

10. **Fact Discovery—Defendants:** If a Litigating Plaintiff intends to take discovery directed towards any Defendant, the Litigating Plaintiff must first make a showing of good cause that such discovery is necessary and non-duplicative of prior discovery taken in this litigation. Any additional fact discovery permitted with respect to Defendants shall be completed within 90 days of the date that the last Settlement Payment due under the MSA is paid, or within 90 days of the date that Monsanto exercises its right to rescind the MSA, whichever is later in time. Provided, however, that no party may engage in any further fact discovery (except for timely inspections of alleged crop damage) until 30 days of the date that the last Settlement Payment due under the MSA is paid, or within 30 days of the date that Monsanto exercises its right to rescind the MSA, whichever is later in time.

11. **Fact Discovery—Litigating Plaintiffs:** If additional fact discovery is needed from any or all of the Litigating Plaintiffs:

- a. Written discovery shall be served within 45 days of the date

that Settlement Payments are made pursuant to the MSA, or within 45 days of the date that Monsanto exercises its right to rescind the MSA, whichever is later in time;

b. Responses shall be served within 30 days of service of written discovery;

c. Any meet and confers required shall be held within 10 days of receipt of responses to written discovery requests;

d. Any motions to compel required shall be filed within 10 days of the meet and confer.

e. Fact depositions of any remaining Litigating Plaintiffs in the MDL shall be completed within 30 days of the completion of written discovery for that Litigating Plaintiff.

12. **Expert Discovery:** If additional expert discovery is needed with respect to any or all of the Litigating Plaintiffs:

a. Litigating Plaintiffs shall disclose all expert witnesses and provide reports as required by Rule 26(a)(2), Fed. R. Civ. P., no later than 15 days after the completion of written discovery, and shall make those experts available for deposition, and have depositions completed, no later than 30 days thereafter.

b. Defendants shall disclose all expert witnesses and provide reports as required by Rule 26(a)(2), Fed. R. Civ. P., no later than 30 days after the

deposition of Litigating Plaintiffs Expert(s), and shall make those experts available for deposition, and have depositions completed, no later than 30 days thereafter.

13. **Dispositive and Daubert Motions:** Summary judgment and *Daubert* motions are due 30 days after the deposition of all expert(s); responses are due 30 days thereafter; and replies are due 20 days thereafter.

14. **Pre-Trial:**

a. Within 30 days of this Court's ruling on any summary judgment or *Daubert* motions, the parties shall submit the following pre-trial materials:

i. Joint Stipulation of all uncontested facts (including a brief summary of the case that may be used during Voir Dire);

ii. A list of all witnesses, indicating for each whether they are a "will call" witness or a "may call" witness;

iii. A list of all exhibits;

iv. All deposition excerpts; interrogatory answers and requests for admission intended to be introduced at trial;

v. Proposed jury instructions;

vi. A trial brief;

vii. Motions in Limine.

b. Within 10 days of the submission of the materials set forth in Paragraph 12.a, the parties shall submit:

- i. All objections and responses to proposed exhibits, deposition excerpts, interrogatory answers, and requests for admission;
- ii. Responses to any Motions in Limine not agreed upon;
- iii. Requests for additional or modified Jury Instructions.

15. **Trial**. The case shall be trial-ready 7 days after receipt of the materials set forth in Paragraph 12.b, with pre-trial conferences to be separately scheduled by this Court.

16. **Failure to comply**: The Court has established the foregoing deadlines for the purpose of ensuring that pretrial litigation against the Defendants will progress as smoothly and efficiently as possible. Accordingly, the Court expects strict adherence to these deadlines. Should any Litigating Plaintiff fail to comply with the obligations of paragraphs 8-12 or should a Defendant deem the Litigating Plaintiff's compliance with this CMO deficient, counsel for the Defendant shall notify the Court of the alleged deficiency, and the Court shall issue an "Order to Show Cause Why the Case Should Not Be Dismissed With Prejudice and/or Sanctions Ordered." Litigating Plaintiff's counsel shall have 21 days to respond to said Order to Show Cause, which includes the ability to cure the alleged discovery deficiency. There shall be no imposition of a sanction for any Litigating Plaintiff who cures a deficiency within 21 days after entry of an Order to Show Cause. If the Litigating Plaintiff fails to show cause within 21 days of entry of the Court's Order to Show Cause, the Court

shall dismiss the Litigating Plaintiff's case with prejudice and may impose additional sanctions the Court deems appropriate. *See, e.g., Freeman*, 764 F.3d at 810; *In re PPA*, 460 F.3d at 1232.

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17. Within 60 days of the date that the last Settlement Payment due under the MSA is paid, or within 60 days of the date that Monsanto exercises its right to rescind the MSA, whichever is later in time, the parties shall meet and confer regarding whether a selection of bellwether plaintiffs is warranted, and, if necessary, regarding a schedule for completing pleading amendments, fact and expert discovery, and dispositive motions for such bellwether plaintiffs, and proposing trial months for bellwether trials. To the extent that the parties are unable to agree upon whether a bellwether selection process is warranted and/or a schedule for any bellwether trials, the parties shall serve a report of their respective competing proposals to this Court within 10 days of the meet and confer required by this Paragraph 17.

IT IS SO ORDERED.

Dated:

/_____
The Honorable Stephen N. Limbaugh, Jr.
United States District Judge