

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

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

**CASE MANAGEMENT ORDER
ESTABLISHING QUALIFIED SETTLEMENT FUND FOR DICAMBA
HERBICIDES LITIGATION SOYBEAN PRODUCERS MASTER SETTLEMENT
AGREEMENT AND APPOINTING QSF ADMINISTRATOR**

Upon the agreed Request of the Parties (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 QSF Escrow 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. Epiq Class Action & Claims Solutions, Inc. (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 16, 2020 (the “Settlement Agreement”), the In re Dicamba Herbicides Litigation QSF Escrow Agreement (the “Escrow Agreement”), and the Motion. The QSF Administrator is hereby granted the authority to conduct any and all activities necessary to administer the Dicamba QSF Escrow as set forth in the Settlement Agreement, the Escrow Agreement, and the Motion.

3. Citibank, N.A. is hereby appointed as Escrow Agent of the QSF pursuant to the terms, conditions and restrictions of the Settlement Agreement, the Escrow Agreement, and the Motion.

4. The QSF Administrator is authorized to instruct the Escrow Agent to segregate Dicamba QSF Escrow Assets into sub-accounts as set forth in the Settlement Agreement, the Escrow Agreement, the Motion and this Order.

5. Monsanto is authorized to instruct the Escrow Agent to invest the Escrow Funds as set forth in the Settlement Agreement, the Escrow Agreement, the Motion and this Order.

6. The QSF Administrator is authorized to instruct the Escrow Agent to make distributions from the Dicamba QSF Escrow consistent with the Settlement Agreement, the Escrow Agreement, and the Motion.

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

8. The Dicamba QSF Escrow shall be held at Citibank N.A. (the "Bank") according to the terms, conditions and restrictions of the Settlement Agreement, the Escrow Agreement and the Motion.

9. No bond is required for the QSF Administrator or Escrow Agent, provided that all Assets received by the Dicamba QSF Escrow from Monsanto pursuant to the Settlement Agreement, which include all principal and the interest earned thereon, shall be deposited by the Escrow Agent in a segregated non-interest bearing account held in custody at the Bank, for the benefit of and titled in the legal name of the Dicamba QSF Escrow and may only be invested in accordance with § 6 of the Escrow Agreement.

10. Following the instructions of Monsanto, the Escrow Agent shall invest the Dicamba QSF Escrow 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 Escrow Agent shall not be allowed to distribute any income or principal from the Dicamba QSF Escrow account except upon the instructions of the QSF administrator. The QSF Administrator retains the right to remove the Bank and/or Escrow Agent, and may designate a replacement bank and/or Escrow Agent upon the written consent of Monsanto and the ECC. 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 QSF Escrow account, shall apply to any such replacement bank and/or replacement escrow agent.

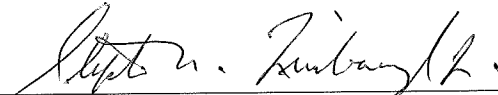
11. The QSF Administrator shall not be liable for any losses as a result of investing the Escrow Funds as directed by this Court. Any such losses shall not be recoverable from Claimants, the ECC or other counsel to any Claimant, Monsanto nor any other entities or individuals released from the underlying litigation, none of whom

shall have any responsibility for the QSF Administrator's, Escrow Agent's and the Bank's performance.

12. Receipt and/or investment of the Escrow Funds shall be confirmed to the ECC and Monsanto by the Escrow Agent as soon as practicable by account statement or other reasonable method not to exceed fifteen (15) days from the initial receipt of Escrow Funds by the Bank, and every thirty (30) days thereafter.

13. 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 Escrow Agreement, and the Motion.

IT IS SO ORDERED.



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