



<p>CHARLES DUPRAZ, Individually and on behalf of all other individuals and entities similarly situated,</p> <p style="text-align: center;">Plaintiff,</p> <p style="text-align: center;">- against –</p> <p>AVENTIS CROPSCIENCE USA HOLDING, INC.,</p> <p style="text-align: center;">Defendant.</p>	<p>1:01 CV 6414 Judge Moran</p> <p>Transferred Via MDL No. 1403  (Original Case No: 01-4070 (D.S.D.))</p>
<p>WILLIAM FURLONG, Individually and on behalf of all other individuals and entities similarly situated,</p> <p style="text-align: center;">Plaintiff,</p> <p style="text-align: center;">- against –</p> <p>AVENTIS CROPSCIENCE USA HOLDING, INC.,</p> <p style="text-align: center;">Defendant.</p>	<p>1:01 CV 4929 Judge Moran</p> <p>Transferred Via MDL No. 1403  (Original Case No: C01-0017-MJM (N.D. Iowa))</p>
<p>JEMAR, INC., a Nebraska Corporation, Individually and on behalf of all other individuals and entities similarly situated,</p> <p style="text-align: center;">Plaintiff,</p> <p style="text-align: center;">- against –</p> <p>AVENTIS CROPSCIENCE USA HOLDING, INC.,</p> <p style="text-align: center;">Defendant.</p>	<p>1:01 CV 6413 Judge Moran</p> <p>Transferred Via MDL No. 1403  (Original Case No: 8:01CV138 (D. Neb.))</p>
<p>MARVIN LUIKEN, Individually and on behalf of all other individuals and entities similarly situated,</p> <p style="text-align: center;">Plaintiff,</p> <p style="text-align: center;">- against –</p> <p>AVENTIS CROPSCIENCE USA HOLDING, INC.,</p> <p style="text-align: center;">Defendant.</p>	<p>1:01 CV 6406 Judge Moran</p> <p>Transferred Via MDL No. 1403  (Original Case No: C01-00227-MJM (N.D. Iowa))</p>

KEITH MUDD, Individually and on behalf of all other individuals and entities similarly situated,

Plaintiff,

- against -

AVENTIS CROPSCIENCE USA HOLDING, INC., ET AL.,

Defendants.

1:01 CV 7185

Judge Moran

Transferred Via MDL No. 1403

(Original Case No: 01-0196-CV-W-2  
(W.D.Mo.))

EDWARD OLSEN and GERALD GREIGER, Individually and on behalf of all other individuals and entities similarly situated,

Plaintiffs,

- against -

AVENTIS CROPSCIENCE USA HOLDING, INC.,

Defendant.

1:01 CV 6412

Judge Moran

Transferred Via MDL No. 1403

(Original Case No: A1-01-32 (D. N.D.))

VERLON PONTO, JON UNTIEDT, and DAVID CHRISTOFFER, Individually and on behalf of all other individuals and entities similarly situated,

Plaintiffs,

- against -

AVENTIS CROPSCIENCE USA HOLDING, INC.,

Defendant.

1:01 CV 6410

Judge Moran

Transferred Via MDL No. 1403

(Original Case No: CX-01-50 (D. Minn.))

ALAN ROEBKE, Individually and on behalf of all other individuals and entities similarly situated,

Plaintiff,

- against -

AVENTIS CROPSCIENCE USA HOLDING, INC.,

Defendant.

1:01 CV 4930

Judge Moran

Transferred Via MDL No. 1403

(Original Case No: CV-01-428-  
RHK/JMM (D. Minn.))

MICA SCHNOEBELEN, Individually and on behalf of all other individuals and entities similarly situated,

Plaintiff,

- against -

AVENTIS CROPSCIENCE USA HOLDING, INC.,

Defendant.

1:01 CV 6407

Judge Moran

Transferred Via MDL No. 1403

(Original Case No: C01-1059-WEB  
(D. Kan.))

SOUTHVIEW FARMS, DENNIS OLSEN, and DONALD OLSEN, Individually and on behalf of all other individuals and entities similarly situated,

Plaintiffs,

- against -

AVENTIS CROPSCIENCE USA HOLDING, INC.,

Defendant.

1:01 CV 6415

Judge Moran

Transferred Via MDL No. 1403

(Original Case No: 01-C-1630C (W.D.  
Wis.))

JOSEPH and ARDENE WIRTS, Individually and on behalf of all other individuals and entities similarly situated,

Plaintiffs,

- against -

AVENTIS CROPSCIENCE USA HOLDING, INC.,

Defendant.

1:01 CV 2221

Judge Moran

GORDON STINE, Individually and on behalf of all other individuals and entities similarly situated,

Plaintiff,

- against -

AVENTIS CROPSCIENCE USA HOLDING, INC., ET AL.,

Defendants.

1:01 CV 7184

Judge Moran

Transferred Via MDL No. 1403

(Original Case No: 3:01-106-DRH  
(S.D. Ill.))

<p>DON SUTTER, Individually and on behalf of all other individuals and entities similarly situated,</p> <p style="text-align: center;">Plaintiff,</p> <p style="text-align: center;">- against -</p> <p>AVENTIS CROPSCIENCE USA HOLDING, INC.,</p> <p style="text-align: center;">Defendant.</p>	<p>1:01 CV 7183 Judge Moran</p> <p>Transferred Via MDL No. 1403</p> <p>(Original Case No: 4-01-CV-80128 (S.D. Iowa))</p>
<p>BARTT MCCORMACK d/b/a BUFORD STATION FARMS, Individually and on behalf of all other individuals and entities similarly situated,</p> <p style="text-align: center;">Plaintiff,</p> <p style="text-align: center;">- against -</p> <p>AVENTIS CROPSCIENCE USA HOLDING, INC.,</p> <p style="text-align: center;">Defendant.</p>	<p>1:01 CV 8286 Judge Moran</p> <p>Transferred Via MDL No. 1403</p> <p>(Original Case No: 101 0083 (M.D. Tenn.))</p>

**STIPULATION OF SETTLEMENT**

**IT IS HEREBY STIPULATED AND AGREED**, this 29th day of January 2003, by and among (i) Marvin Kramer, Mitchell Corbin, Claude Corbin, Corbin Farms LLC, Clint Killin, Charles Dupraz, William Furlong, Marvin Luiken, Keith Mudd, Edward Olsen, Gerold Grieger, Verlon Ponto, Jon Untiedt, David Christoffer, Alan Roebke, Mica Schnoebelen, Joseph Wirts, Ardene Wirts, Gordon Stine, Don Sutter, Bartt McCormack d/b/a Buford Station Farms, Raymond Mulholland and Garrick Mason Rose (collectively referred to herein as the "Plaintiffs"); (ii) StarLink Logistics, Inc., formerly known as Aventis CropScience USA Holding, Inc. ("SLLI"); and (iii) Advanta USA, Inc., formerly known as Garst Seed Company ("Advanta") (Plaintiffs, SLLI and Advanta are collectively referred to herein as the "Parties"), by their duly authorized counsel, subject to the approval of the United States District Court for the Northern District of Illinois (the "District Court"), pursuant to Rule 23(e) of the Federal Rules of

Civil Procedure, that the claims asserted in *Corbin, et al. v. Aventis CropScience USA Holding, Inc.*, No. 01 C 6411 (N.D. Ill.); *Dupraz v. Aventis CropScience USA Holding, Inc.*, No. 01 C 6414 (N.D. Ill.); *Furlong v. Aventis CropScience USA Holding, Inc.*, No. 01 C 4929 (N.D. Ill.); *Kramer v. Aventis CropScience USA Holding, Inc.*, No. 01 C 4928 (N.D. Ill.); *Luiken v. Aventis CropScience USA Holding, Inc.*, No. 01 C 6406 (N.D. Ill.); *McCormack v. Aventis CropScience USA Holding, Inc.*, No. 01 C 8286 (N.D. Ill.); *Mudd v. Aventis CropScience USA Holding, Inc., et al.*, No. 01 C 7185 (N.D. Ill.); *Mulholland v. Aventis CropScience USA Holding, Inc.*, No. 01-L-6 (Ill. Cir. Ct. Randolph County); *Olsen, et al. v. Aventis CropScience USA Holding, Inc.*, No. 01 C 6412 (N.D. Ill.); *Ponto, et al. v. Aventis CropScience USA Holding, Inc.*, No. 01 C 6410 (N.D. Ill.); *Roebke v. Aventis CropScience USA Holding, Inc.*, No. 01 C 4930 (N.D. Ill.); *Rose v. Aventis CropScience USA Holding, Inc.*, No. 49D01-0101-CP-93 (Ind. Superior Ct. Marion County); *Schnoebelen v. Aventis CropScience USA Holding, Inc.*, No. 01 C 6407 (N.D. Ill.); *Southview Farms, et al. v. Aventis CropScience USA Holding, Inc.*, No. 01 C 6415 (N.D. Ill.); *Stine v. Aventis CropScience USA Holding, Inc., et al.*, No. 01 C 7184 (N.D. Ill.); *Sutter v. Aventis CropScience USA Holding, Inc.*, No. 01 C 7183 (N.D. Ill.); *Wirts v. Aventis CropScience USA Holding, Inc.*, No. 02 C 2221 (N.D. Ill.) (the "Non-StarLink Farmer Actions"), shall be settled, compromised and dismissed with prejudice, upon and subject to the terms and conditions set forth herein.

**WITNESSETH:**

**WHEREAS**, Starlink™ corn is a type of corn genetically modified to produce Cry9C, a protein compound expressed as a plant pesticide which was registered with the United States Environmental Protection Agency ("EPA") under the Federal Insecticide, Fungicide, and Rodenticide Act ("FIFRA"), 7 U.S.C. § 136, *et. seq.*;

**WHEREAS**, the FIFRA registration for Cry9C provided that it was for field corn to be used only for animal feed, industrial non-food uses such as ethanol production, and seed increase;

**WHEREAS**, the genetic technology for Cry9C was developed by an affiliate of SLLI and licensed to various seed companies, including Advanta, which produced and sold corn seed genetically modified to produce Cry9C under the trademark StarLink;

**WHEREAS**, in or about mid-September 2000, it was reported in the media that Cry9C DNA had been found in certain taco shells sold in supermarkets;

**WHEREAS**, since September 2000, Cry9C DNA or protein has been found in certain other food products and certain shipments of grain intended for export markets;

**WHEREAS**, since December 1, 2000, several lawsuits have been filed by farmers who did not grow StarLink corn, individually and on behalf of putative nationwide or statewide classes, seeking to recover from SLLI and Advanta for damages allegedly resulting from StarLink corn's alleged presence in the U.S. corn system, and the impact on their crops and other property and the U.S. corn market;

**WHEREAS**, SLLI and Advanta (collectively "Defendants") expressly deny any wrongdoing, liability or actual or potential fault in connection with any facts or claims that have been alleged against them in this or any action asserting similar allegations;

**WHEREAS**, on June 20, 2001, the Judicial Panel on Multidistrict Litigation entered an order in *In re StarLink Corn Products Liability Litigation*, MDL Docket No. 1403 (published at 152 F. Supp. 2d 1378), transferring all StarLink-related actions pending in the federal district courts for coordinated pre-trial proceedings before the Honorable James B. Moran, sitting in the United States District Court for the Northern District of Illinois;

**WHEREAS**, the following actions have been transferred to the District Court for coordinated pre-trial proceedings: *Corbin, et al. v. Aventis CropScience USA Holding, Inc.*, No. 01 C 6411 (N.D. Ill.); *Dupraz v. Aventis CropScience USA Holding, Inc.*, No. 01 C 6414 (N.D. Ill.); *Furlong v. Aventis CropScience USA Holding, Inc.*, No. 01 C 4929 (N.D. Ill.); *Jemar, Inc. v. Aventis CropScience USA Holding, Inc.*, No. 01 C 6413 (N.D. Ill.); *Kramer v. Aventis CropScience USA Holding, Inc.*, No. 01 C 4928 (N.D. Ill.); *Luiken v. Aventis CropScience USA Holding, Inc.*, No. 01 C 6406 (N.D. Ill.); *McCormack v. Aventis CropScience USA Holding, Inc.*, No. 01 C 8286 (N.D. Ill.); *Mudd v. Aventis CropScience USA Holding, Inc., et al.*, No. 01 C 7185 (N.D. Ill.); *Olsen, et al. v. Aventis CropScience USA Holding, Inc.*, No. 01 C 6412 (N.D. Ill.); *Ponto, et al. v. Aventis CropScience USA Holding, Inc.*, No. 01 C 6410 (N.D. Ill.); *Roebke v. Aventis CropScience USA Holding, Inc.*, No. 01 C 4930 (N.D. Ill.); *Schnoebelen v. Aventis CropScience USA Holding, Inc.*, No. 01 C 6407 (N.D. Ill.); *Southview Farms, et al. v. Aventis CropScience USA Holding, Inc.*, No. 01 C 6415 (N.D. Ill.); *Stine v. Aventis CropScience USA Holding, Inc., et al.*, No. 01 C 7184 (N.D. Ill.); *Sutter v. Aventis CropScience USA Holding, Inc.*, No. 01 C 7183 (N.D. Ill.); and *Wirts v. Aventis CropScience USA Holding, Inc.*, No. 02 C 2221 (N.D. Ill.) (collectively, the “Consolidated Non-StarLink Farmer Actions”);

**WHEREAS**, between mid-January 2001 and mid-November 2002, the Parties have engaged in extensive discovery efforts, including responding to interrogatories, producing and reviewing tens of thousands of documents, briefing and arguing various motions, and conducting numerous depositions, including expert witness depositions;

**WHEREAS**, virtually from the inception of the Non-StarLink Farmer Actions, the Parties have engaged in intensive, complex, difficult and hard-fought arm's-length negotiations;

**WHEREAS**, as a result of those lengthy negotiations, the Plaintiffs, SLLI and Advanta have been able to reach an agreement to settle the Non-StarLink Farmer Actions;

**WHEREAS**, on September 24, 2002, Plaintiffs' counsel and counsel to SLLI informed the District Court that an agreement-in-principle had been reached between Plaintiffs and SLLI to settle the claims of all non-StarLink corn farmers nationwide relating to the claims asserted against SLLI in the Non-StarLink Farmer Actions;

**WHEREAS**, on November 18, 2002, Plaintiffs, SLLI and Advanta reached an agreement-in-principle to settle the claims of all non-StarLink farmers nationwide relating to claims asserted against Advanta in the Non-StarLink Farmer Actions; and

**WHEREAS**, the Parties wish to settle the claims asserted in the Non-StarLink Farmer Actions,

**NOW, THEREFORE**, the Parties hereby agree as follows (the "Settlement"):

**Settlement Class:**

1. Plaintiffs will seek, and neither SLLI nor Advanta will oppose, certification by the District Court of a class, for settlement purposes only, consisting of all persons and entities who operated farms in the United States from which corn grown for grain that was not grown from StarLink™ corn seed ("Non-StarLink Corn") was harvested since 1998 ("Non-StarLink Farmers"), including each of his, her, its, and their representatives, assigns, and any other persons or entities with a contractual, sharing, ownership, or other legal interest in a Non-StarLink Farmer's corn harvest (the "Settlement Class").

2. Excluded from the Settlement Class are to be SLLI, Advanta, and any of their respective past, present, or future parents, subsidiaries, predecessors, successors, partners, assigns, insurers, and affiliates, and each of their respective past, present, or future partners, officers, directors, or assigns, and the members of the immediate families, heirs, estates, executors, and legal representatives of any of the past, present, or future partners, officers, directors, or assigns of SLLI and/or Advanta, and their respective past, present, or future

parents, subsidiaries, predecessors, successors, partners, assigns, insurers, and affiliates; any governmental entity; and all plaintiffs in lawsuits arising out of or related to StarLink corn or Cry9C that were not brought as purported class actions that were pending as of January 29, 2003.

3. Non-StarLink Farmers Marvin Kramer, Mitchell Corbin, Claude Corbin, Corbin Farms LLC, Clint Killin, Charles Dupraz, William Furlong, Marvin Luiken, Keith Mudd, Edward Olsen, Gerold Grieger, Verlon Ponto, Jon Untiedt, David Christoffer, Mica Schnoebelen, Joseph Wirts, Ardene Wirts, Gordon Stine, Don Sutter and Bartt McCormack d/b/a Buford Station Farms shall be proposed as the class representatives of the Settlement Class.

4. Farmer Plaintiffs' Co-Lead Counsel, Cohen, Milstein, Hausfeld & Toll, P.L.L.C.; Milberg Weiss Bershad Hynes & Lerach LLP; Seeger Weiss LLP; and Wolf Haldenstein Adler Freeman & Herz LLP, shall be proposed as co-lead class counsel ("Co-Lead Class Counsel") to represent Plaintiffs and all members of the Settlement Class.

**Preliminary Approval:**

5. The Parties will use their best efforts to obtain preliminary approval from the District Court of the Settlement, certification of the Settlement Class, and approval of the forms and methods for providing notice to the Settlement Class, by entry of an order substantially in the form annexed hereto as Exhibit A (the "Implementation Order") by jointly applying, as soon as is practicable following execution of this Stipulation to the District Court, for entry of the Implementation Order, which provides for:

- a. preliminarily approving the Settlement;
- b. conditionally certifying, for purposes of the Settlement only, the Settlement Class;
- c. setting a hearing (the "Fairness Hearing"), upon notice to members of the Settlement Class, to determine (i) whether the proposed Settlement should be approved as fair,

reasonable and adequate to the members of the Settlement Class, and the Consolidated Non-StarLink Farmer Actions dismissed on their merits and with prejudice; (ii) whether the proposed Plan of Allocation (as set forth in paragraphs 16 through 22 below) of the consideration paid in the Settlement is fair and equitable; (iii) whether Plaintiffs' counsel's application for an award of attorneys' fees and reimbursement of expenses from the proceeds of the Settlement should be granted; and (iv) whether Plaintiffs' application for special awards to the Plaintiffs should be granted;

d. prescribing the method of giving notice to members of the Settlement Class;

e. approving the form of notice to members of the Settlement Class substantially in the form attached to the Implementation Order as Exhibit 1 (the "Notice"), and the form of summary notice to members of the Settlement Class substantially in the form attached to the Implementation Order as Exhibit 2 ("Summary Notice");

f. prescribing a period of time during which members of the Settlement Class may file requests to be excluded from the Settlement Class;

g. prescribing a period of time during which members of the Settlement Class may serve written objections to the Settlement, the Plan of Allocation and/or the application for an award of attorneys' fees and/or reimbursement of expenses by Plaintiffs' counsel;

h. prescribing periods of time during which members of the Settlement Class must file the Corn Loss Proof of Claim and Release form substantially in the form attached as Exhibit 3 to the Implementation Order (the "Corn Loss Proof of Claim") and the Property Damage Proof of Claim and Release form substantially in the form attached as Exhibit 4 to the Implementation Order (the "Property Damage Proof of Claim"), respectively (collectively, the

"Proofs of Claims"), in order to participate in the Net Settlement Fund (as defined in paragraph 16.e. below).

i. providing that pending final determination of whether the Settlement should be approved, neither the Plaintiffs nor any member of the Settlement Class either directly, representatively, or in any other capacity, shall commence or prosecute any action or proceeding in any court or tribunal asserting any of the Released Claims (as defined in paragraph 26.c., below) against SLLI, Advanta or any other of the Released Parties (as defined in paragraph 26.a., below);

j. providing that any objections to (i) the Settlement; (ii) entry of a judgment approving of the Settlement; (iii) the Plan of Allocation; (iv) Plaintiffs' counsel's application for an award of attorneys' fees and reimbursement of expenses; and/or (v) Plaintiffs' application for special awards to the Plaintiffs, shall be heard (and any paper submitted in support of said objection(s) shall be considered by the District Court at the Fairness Hearing) only if, on or before a date to be specified in the Implementation Order, such person(s) making such objection(s) shall file and serve notice of his, her, or its intention to appear (which shall set forth briefly each objection and all reasons and substantiation therefore) and copies of any papers in support of such person(s) position(s) as set forth in the Implementation Order; and

k. upon the Effective Date of the Settlement (as defined in paragraph 6 below), any member of the Settlement Class who does not properly and timely request exclusion from the Settlement Class shall be bound by any and all judgments and settlements entered or approved by the District Court, whether favorable or unfavorable to the Settlement Class.

**Effective Date:**

6. The "Effective Date" of the Settlement shall occur upon the later of the District Court's approval of the Settlement becoming final pursuant to Rule 54 of the Federal Rules of

Civil Procedure and Rule 4(a)(1) of the Federal Rules of Appellate Procedure, or until all appeals taken from any of the above are finally resolved in favor of the Settlement.

**The Settlement Consideration:**

7. **Cash Value:** To settle and compromise the claims asserted on behalf of members of the Settlement Class in the Non-StarLink Farmer Actions against SLLI and Advanta, SLLI will pay, or cause to be paid to Co-Lead Class Counsel, on behalf of the Settlement Class, subject to the supervision of the District Court, an amount equal to \$90,000,000.00 (U.S.), and Advanta will pay, or cause to be paid to Plaintiffs' Co-Lead Class Counsel, on behalf of the Settlement Class, subject to the supervision of the District Court, an amount equal to \$20,000,000.00 (U.S.), plus interest accruing at four percent (4%) per annum on the unpaid portion of such respective amounts for the time period from September 24, 2002 until payment of such amount as provided in paragraph 10 below, or until payment of the remaining portion of such amount after any prior payments made by Defendants to Co-Lead Class Counsel pursuant to paragraph 30 below (the "Settlement Amount"), less any amounts paid by Defendants as provided in paragraph 17, below. Neither SLLI nor Advanta shall be liable for any sums in excess of the Settlement Amount set forth in this paragraph.

8. SLLI and Advanta shall each provide Co-Lead Class Counsel with written assurance that sufficient funds will be available to satisfy their respective obligations under this Stipulation in a form acceptable to Co-Lead Class Counsel.

9. **Enhancement of the Settlement:**

a. The Parties are continuing to negotiate potential structures, methods and procedures by which to enhance the value of the Settlement to Settlement Class members. The Parties will continue those efforts, which will have as their goal a contract between the Settlement Class (through Co-Lead Class Counsel) and one or more companies (which for

purposes herein shall be called "Fulfillment Corp.") that will administer the settlement fulfillment process and provide goods and equipment for sale to Settlement Class members. If such efforts are successful, and the Parties are able to agree to a structure, methods, and procedures to enhance the value of the Gross Settlement Fund (as defined in paragraph 10 below) to Settlement Class members, it is anticipated that the Net Settlement Fund (as defined in paragraph 16.e. below), would be distributed as follows:

(i) A prepaid card will be issued to each Settlement Class member whose claim is approved by the Court for the amount allocated to such Settlement Class member. Such prepaid card will be usable for the actual cash value available on the prepaid card wherever MasterCard™ and/or Visa™ is accepted and will be redeemable for the actual cash value available in cash at banking institutions subject to such institutions' normal fees charged for such transactions;

(ii) Fulfillment Corp. will offer discounts to Settlement Class members off the retail, sale, and bulk purchase prices of products purchased in Fulfillment Corp.'s stores or through mail order from Fulfillment Corp.'s catalogue that are purchased using the prepaid card issued to the Settlement Class members. The eligible products will include goods and equipment generally used by the farming community; and

(iii) The costs associated with issuing and administering the prepaid cards ("Fulfillment Cost") shall be considered a settlement administration expense, and paid from the Gross Settlement Fund prior to distribution of prepaid cards to Settlement Class members. The amount of such Fulfillment Costs associated with issuing and administering the prepaid cards shall be agreed upon in advance by Co-Lead Class Counsel and Fulfillment Corp.

b. The Parties hereby acknowledge that there is no guarantee that they will agree upon a structure, method(s) or procedure(s) for enhancement of the value of the Gross

Settlement Fund to Settlement Class members. The inability or refusal of the Parties to contract with Fulfillment Corp. or to pursue or consummate the effort to enhance the value of the Settlement is not a material term of, or condition precedent to, this Stipulation or the Settlement.

c. In the event the Parties are able to agree upon a structure, method(s) and procedure(s) for enhancement of the value of the Gross Settlement Fund to Settlement Class members, the Parties shall submit any such agreement to the District Court no later than ten (10) days before the Fairness Hearing along with any amendment(s) to this Stipulation and such agreement shall be submitted to the District Court as part of the consideration paid in Settlement of the Non-StarLink Farmer Actions at the time of the Fairness Hearing or as the District Court otherwise directs.

d. Nothing in the foregoing shall limit the ability of Co-Lead Class Counsel, with the agreement of SLLI, which shall not be unreasonably withheld, to develop structure(s), method(s) or procedure(s) to enhance the value of the Gross Settlement Fund to Settlement Class members. In the event that Co-Lead Class Counsel develop structure(s), method(s) or procedure(s) to enhance the value of the Gross Settlement Fund to Settlement Class members, they shall present such structure(s), method(s) or procedure(s) to the District Court for approval any time prior to distribution of the proceeds of the Settlement to Settlement Class members upon such further notification to Settlement Class members or procedures as the District Court may direct.

e. Whether or not a structure, method(s), or procedure(s) is utilized to enhance the value of the Gross Settlement Fund, the sole obligation of SLLI and Advanta with respect to any such enhancement of the Gross Settlement Fund shall be payment of the Settlement Amount in cash as provided herein. Defendants shall have no involvement in, or

responsibility or liability for any structure(s), method(s), or procedure(s) utilized by Co-Lead Class Counsel to enhance the value of the Gross Settlement Fund.

**Maintenance of the Settlement Consideration:**

10. Within ten (10) business days following the Effective Date of the Settlement, the Settlement Amount, less the amounts incurred by SLLI and Advanta in providing notice to the Settlement Class and administration of the Settlement as provided in paragraph 17 below, and any amounts previously paid, or caused to be transferred to Co-Lead Class Counsel as provided in paragraph 30 below, shall be transferred by SLLI and Advanta to the sole joint control of the Court Agent (as defined in paragraph 11, below), as administrator, subject to the District Court's supervision. Upon transfer of the Settlement Amount to the joint control of the Court Agent, the Court Agent shall, after deduction of any unpaid fees and/or expenses awarded by the District Court to Plaintiffs' counsel and/or special awards to the Plaintiffs, invest the remaining Settlement Amount in interest-bearing instruments backed by the full faith and credit of the United States Government or in deposits at a financial institution with more than \$20 billion in assets in an account or accounts insured by an agency or agencies of the United States Government, with insurance that exceeds the amounts deposited, for a duration at the Court Agent's sole discretion. The Settlement Amount, plus any interest, dividends or other income earned from investment of the Settlement Amount including accrued interest, dividends or other income shall constitute the "Gross Settlement Fund."

11. Milberg Weiss Bershad Hynes & Lerach LLP and Wolf Haldenstein Adler Freeman & Herz LLP shall hold the Settlement Amount, and all interest, dividends or other income earned thereon, as "Court Agent," subject to the District Court's supervision, in a segregated account or accounts which shall be designated as the "Aventis Non-StarLink Farmer

Settlement Fund." Such account or accounts shall satisfy the requirements of Treas. Reg. § 1.468B-1(h).

12. The Gross Settlement Fund shall be deemed at all times a "qualified settlement fund" within the meaning of Treas. Reg. §§ 1.468B-2 and 468B of the Internal Revenue Code. In addition, the Court Agent, and any successor agent and, as required, SLLI and Advanta shall jointly and timely make such elections as necessary or advisable to carry out the provisions of this paragraph, including the "relation-back election" (as defined, in Treas. Reg. § 1.468B-1(j)(2)) back to the earliest permitted date. Such elections shall be made in compliance with the procedures and requirements contained in such regulations. It shall be the responsibility of the Court Agent to prepare and deliver timely and properly the necessary documentation for signature by all necessary parties and thereafter to cause the appropriate filing to occur.

13. For the purpose of Section 468B of the Internal Revenue Code of 1986, as amended, 26 U.S.C. § 468B, and the regulations promulgated thereunder, the "administrator" shall be the Court Agent. The Court Agent shall timely and properly file all informational and other tax returns necessary or advisable with respect to the Gross Settlement Fund (including without limitation the returns described in Treas. Reg. §§ 1.468B-2(k) and 1.468B-2(1)). Such returns (as well as the election described in paragraph 12) above shall be consistent with this paragraph and in all events shall reflect that all taxes (including any interest, penalties, or additions to tax ("Taxes")) on the income earned by the Gross Settlement Fund shall be paid out of the Gross Settlement Fund as provided herein.

14. All Taxes arising with respect to the income earned by the Gross Settlement Fund, including any Taxes that may be imposed upon SLLI or Advanta with respect to any income earned by the Gross Settlement Fund for any period during which the Gross Settlement Fund does not qualify as a "qualified settlement fund" for federal or state income tax purposes and all

expenses and costs incurred in connection with the operation and implementation of this paragraph (including, without limitation, expenses of a tax attorney or consultant and mailing and distribution costs and expenses relating to filing) (or failing to file) the returns described in this paragraph ("Tax Expenses"), shall be paid out of the Gross Settlement Fund.

15. Upon the Effective Date of the Settlement, neither SLLI nor Advanta shall have any liability or responsibility for the Taxes or the Tax Expenses imposed on the Gross Settlement Fund or with respect to the Settlement Amount. The Court Agent or successor escrow agent shall indemnify and hold SLLI and Advanta harmless for Taxes and Tax Expenses (including, without limitation, taxes payable by reason of any such indemnification). Furthermore, any such Taxes and Tax Expenses shall be treated as, and considered to be, a cost of administration of the Settlement and shall be timely paid by the Court Agent or any successor agent out of the Gross Settlement Fund without prior order from the Court and the Court Agent or any successor agent shall be obligated (notwithstanding anything herein to the contrary) to withhold from distribution to members of the Settlement Class any funds necessary to pay such amounts including the establishment of adequate reserves for any Taxes and Tax Expenses (as well as any amounts that may be required to be withheld under Treas. Reg. §1.468B-2(1)(2)); SLLI and Advanta are not responsible and shall have no liability therefore and shall be indemnified and held harmless therefore. The Court Agent or any successor agent is permitted to retain the services of a tax attorney or consultant to the extent reasonably necessary to carry out the provisions of this paragraph. The Parties agree to cooperate with the Court Agent or any successor agent, each other, and their tax attorneys and accountants to the extent reasonably necessary to carry out the provisions of this paragraph.

**Plan of Allocation:**

16. For the purposes of determining the distribution of the Gross Settlement Fund, the following terms will have the following meaning:

a. "Authorized Corn Loss Claimant" means a member of the Settlement Class who submits a properly completed, fully documented, and timely Corn Loss Proof of Claim (whether or not such Settlement Class member is also an "Authorized Property Damage Claimant" as defined in paragraph 16.c., below); and

b. "Property Damage Farmer" means a Settlement Class member who claims property damage as a result of: (1) the cross-pollination of his, her, its, or their corn fields by Cry9C Corn; or (2) commingling of his, her, its, or their Non-Cry9C Corn with Cry9C Corn at an elevator or other storage facility provided that such Settlement Class member retained title to his, her, its, or their Non-Cry9C Corn at the point in time when the commingling occurred; but not farmers who grew corn from seed that contained the Cry9C gene, whether or not such seed was sold under the StarLink trademark. "Non-Cry9C Corn" is any corn that is grown for grain that is not "Cry9C Corn." "Cry9C Corn" is any corn that contained or contains the Cry9C gene, whether or not grown from seed sold under the StarLink trademark.

c. "Authorized Property Damage Claimant" means a Property Damage Farmer who submits a properly completed, fully documented and timely Property Damage Proof of Claim.

d. Authorized Corn Loss Claimants and Authorized Property Damage Claimants are collectively referred to herein as an "Authorized Claimant" or as "Authorized Claimants."

e. The "Net Settlement Fund" means the Gross Settlement Fund, minus (i) the costs and expenses of notice to the Settlement Class, including but not limited to preparing,

designing, printing, handling and mailing the Notice and Proof of Claim, and preparing, designing and publishing the Summary Notice and reimbursements of any other costs reasonably incurred in providing notice to the members of the Settlement Class, including locating names and addresses of Settlement Class members; (ii) the amount that the District Court awards Plaintiffs' counsel as fees and expenses in the Non-StarLink Farmer Actions, including interest thereon as provided in paragraph 30 below; and (iii) the amount of administrative expenses, including Fulfillment Costs, paid, accrued, or obligated, including but not limited to any fees and/or expenses allowed by the District Court to Plaintiffs' counsel solely for the administration of this Settlement, and any federal, state or local taxes, including penalties and interest, if any, accrued, owed, due or payable on the Gross Settlement Fund or any part thereof; and (iv) all amounts awarded to the Plaintiffs as special awards by the District Court (collectively the "Deducted Amounts").

**Administration of Claims:**

17. SLLI and Advanta shall pay from the Settlement Amount all costs of providing the Notice, Summary Notice, and Proofs of Claims to all potential members of the Settlement Class as provided in the Implementation Order, or as otherwise directed by the District Court, and any necessary costs for administration of the Settlement incurred, before the Effective Date of the Settlement, and in the event the Settlement is not consummated or the Effective Date of the Settlement does not occur, such amounts, to the extent paid, incurred or obligated to be paid for such purposes, shall be paid by SLLI and Advanta and such amounts shall not be reimbursed to SLLI and Advanta.

18. The administration of the Settlement (including, without limitation, preparing and mailing the Notice and Proofs of Claims, preparing and publishing the Summary Notice, verifying and processing Proofs of Claims, and calculating Recognized Losses and Recoverable

Losses of the respective Authorized Claimants (as those terms are defined in paragraph 22 below) shall be performed by one or more professional claims administrators of Co-Lead Class Counsel's choosing (the "Claims Administrator(s)"), following consultation with counsel for SLLI and approval by the District Court, and such Claim Administrator(s) will be subject to the exclusive oversight of Co-Lead Class Counsel and the District Court. The fees and expenses of such Claims Administrator(s) shall be paid from the Gross Settlement Fund, subject to approval of Co-Lead Class Counsel and the District Court, as administrative expenses.

19. Subject to Co-Lead Class Counsel's oversight, the Claims Administrator(s) shall be responsible for determining which persons or entities are Authorized Claimants and, subject to the provisions of paragraph 22 below, for determining the amount of each Authorized Claimant's Recognized Loss, and for distributing to the Authorized Claimants their respective Recoverable Loss. The Claims Administrator shall be required to consult with, as independent contractors, certain persons identified by SLLI, who have expertise in the review and evaluation of farmer claims, to provide training and expert consultation. The fees and expenses of such persons shall be paid from the Gross Settlement Fund, subject to approval of Co-Lead Counsel and the District Court, as administrative expenses.

20. To the extent that the Claims Administrator(s) holds any funds pursuant to the terms of the Settlement, such funds shall be held in trust for the benefit of the members of the Settlement Class pursuant to the terms of the Settlement.

21. Except as provided herein, neither SLLI nor Advanta shall have any standing to challenge the Proofs of Claims. Such administration will be handled by the Claims Administrator(s) in accordance with this Settlement and the Final Order and Judgment to be entered by the District Court and in the customary manner employed in the settlement of these types of cases. The Claims Administrator(s) shall, subject to Co-Lead Class Counsel's oversight,

(a) determine the Recognized Losses and Recoverable Losses for all Authorized Claimants whose claims are no longer subject to challenge, (b) provide the results of such determinations to Co-Lead Class Counsel and counsel for SLLI by certified mail or other method subsequently agreed to among the Parties, and (c) provide counsel for SLLI and/or Advanta access to sufficient information, including without limitation, the Proofs of Claims and supporting documentation in the possession of the Claims Administrator(s), to audit the calculation of the Recognized Losses at SLLI's and Advanta's respective cost and expense. Subject to Co-Lead Class Counsel's review and the provisions of paragraph 22, below, the determination of the Claims Administrator(s), subject to the approval of Co-Lead Class Counsel, regarding whether a payment from the Net Settlement Fund should be made to an Authorized Claimant and the amount of such payment shall be final as between the Claims Administrator(s) and such Authorized Claimant, and neither SLLI nor Advanta shall have any responsibility or liability for any such determination.

**Allocation of the Net Settlement Fund**

22. The Net Settlement Fund shall be allocated among Authorized Claimants in accordance with the following formulas:

a. The Recognized Loss for an Authorized Property Damage Claimant shall be the amount, less any payments received by such Property Damage Farmer from Aventis CropScience USA, LP or SLLI, including but not limited to payments in connection with the StarLink Enhanced Stewardship Program or any other SLLI claims program for Cry9C corn or commingled corn, that a Property Damage Farmer can demonstrate to the satisfaction of the Claims Administrator, under the supervision of Co-Lead Class Counsel, that such Property Damage Farmer suffered from:

(i) Lost market value resulting from the contamination of his, her, its, or their corn with Cry9C (*i.e.*, the difference between the amount that the Property Damage Farmer would have received for his, her, its, or their corn at the intended point of sale of such corn had it not contained Cry9C and the amount that such Property Damage Farmer did receive), but in no event shall such amount exceed \$0.15 per bushel of corn; provided that "lost market value" as used in this provision does not include any alleged diminution in the general market price of Non-StarLink Corn allegedly related to StarLink; and

(ii) Additional transportation and/or storage costs due to the fact that a Property Damage Farmer's corn was cross-pollinated by Cry9C or was commingled with Cry9C corn while still in such Property Damage Farmer's ownership and had to be re-routed to another destination.

b. The Recoverable Property Damage Loss of an Authorized Property Damage Claimant shall be the amount to be distributed from the Gross Settlement Fund to an Authorized Property Damage Claimant, and shall be calculated as the lesser of (i) such Authorized Property Damage Claimant's Recognized Loss, less his, her, its, or their *pro rata* share of the Deducted Amounts, or (ii) the amount resulting from dividing such Authorized Property Damage Claimant's Recognized Loss by the total of all Authorized Property Damage Claimants' Recognized Property Damage Losses, multiplied by ten million dollars (\$10,000,000), less such Authorized Property Damage Claimant's *pro rata* share of the Deducted Amounts.

c. The Recognized Loss of Authorized Corn Loss Claimants shall be the amount equal to the number of acres of Non-StarLink Corn harvested by such Authorized Corn Loss Claimant (i) in the 2000 crop year, if such Authorized Corn Loss Claimant harvested corn in the 2000 crop year, divided by the total number of acres of Non-StarLink Corn harvested by

all Authorized Corn Loss Claimants, multiplied by the amount (after subtracting the amount of the Recoverable Property Damage Losses of all Authorized Property Damage Claimants), in the Gross Settlement Fund, or (ii) if such Authorized Corn Loss Claimant did not harvest any corn in the 2000 growing year, the average of the number of acres of Non-StarLink Corn harvested by such Authorized Corn Loss Claimant during all of the 1998 through 2002 growing years in which such Authorized Corn Loss Claimant harvested corn, reduced by ninety percent (90%) and then divided by the total number of acres of Non-StarLink Corn harvested by all Authorized Corn Loss Claimants, multiplied by the amount (after subtracting the amount of the Recoverable Property Damage Losses of all Authorized Property Damage Claimants), in the Gross Settlement Fund. For the purpose of calculating an Authorized Corn Loss Claimant's Recognized Loss, a Property Damage Farmer's acreage shall be included whether or not such Property Damage Farmer received a payment from Aventis CropScience USA, LP or SLLI, including but not limited to payments in connection with the StarLink Enhanced Stewardship Program or any other SLLI claims program or such Authorized Corn Loss Claimant is also an Authorized Property Damage Claimant and has a Recognized Property Damage Loss for corn harvested upon such acreage.

d. The Recoverable Corn Loss of an Authorized Corn Loss Claimant shall be the amount to be distributed from the Gross Settlement Fund to such Authorized Corn Loss Claimant, and shall be calculated as such Authorized Corn Loss Claimant's Recognized Loss, less his, her, its or their *pro rata* share of the Deducted Amounts.

e. Distribution of all payments from the Net Settlement Fund will be made, subject to the District Court's approval, to the person or the estate of such person, or entity, as applicable, that was the "Farm Operator" for the relevant corn and/or acres. The "Farm Operator" shall be considered the person or entity who runs the farm by making the day-to-day

decisions in connection with the operation of the farm, and payment will be made only to the Farm Operator. In no event shall duplicate payments be made with respect to Property Damage on the same bushels of corn to more than one Authorized Property Damage Claimant or with respect to Corn Loss on the same acres of corn to more than one Authorized Corn Loss Claimant. Such Authorized Claimants shall be responsible for accounting to any persons or entities who may have had a legal, contractual, sharing, ownership or other legal interest in their corn harvest or acreage used to harvest corn for any distribution received from the Net Settlement Fund and shall in connection with the claims processing procedures be required to execute an undertaking to that extent to participate in any aspect of the Settlement.

f. If a portion of the Net Settlement Fund remains undistributed and it is determined by Co-Lead Class Counsel that it is not economically feasible to distribute such amount to Settlement Class members, the District Court may direct, after payment of all attorneys' fees and expenses of Co-Lead Class Counsel incurred in connection with settlement administration, a *cy pres* distribution of such amount to one or more appropriate charities or organizations as directed by the District Court based upon the recommendation of Co-Lead Class Counsel.

g. No member of the Settlement Class who would receive a Recoverable Loss of \$25.00 or less in total shall receive any payment from the Net Settlement Fund.

h. For purposes of determining the extent, if any, to which any members of the Settlement Class shall be entitled to be treated as an Authorized Claimant pursuant to this Stipulation, the following conditions shall apply:

(i) Each person or entity claiming to be an Authorized Claimant shall be required to submit a separate Proof of Claim, signed under penalty of perjury, and supported by such documents as are specified in the Corn Loss Proof of Claim and/or the Property Damage

Proof of Claim, respectively. The Corn Loss Proof of Claim which shall be sent together with the Notice to the members of the Settlement Class shall, *inter alia*, (a) advise each member of the Settlement Class that he, she, or it must complete, sign before a Notary Public or subscribe to under penalty of perjury, and submit a timely Proof of Claim or Proofs of Claims in order to be eligible to receive payment pursuant to the terms of the Settlement, (b) describe the information and documentation that each member of the Settlement Class must provide in order to be able to receive any payment from the Net Settlement Fund, and (c) describe the method to obtain a Property Damage Proof of Claim.

(ii) All Corn Loss Proof of Claims must be postmarked or received no later than the date set forth in the Implementation Order, unless such date shall be extended as provided herein. Any member of the Settlement Class from whom a valid Corn Loss Proof of Claim is not timely received shall forever be barred from receiving any payments as an Authorized Corn Loss Claimant pursuant to this Stipulation, but shall in all other respects be subject to the provisions of this Stipulation, the release contained therein, and the Final Order and Judgment.

(iii) All Property Damage Proof of Claims must be postmarked or received no later than the date set forth in the Implementation Order, unless such date or date shall be extended as provided herein. Any member of the Settlement Class from whom a valid Property Damage Proof of Claim is not timely received shall forever be barred from receiving any payments as an Authorized Property Damage Claimant, pursuant to this Stipulation, but shall in all other respects be subject to the provisions of this Stipulation, the release contained therein, and the Final Order and Judgment.

(iv) Co-Lead Class Counsel may, at their sole discretion, extend the deadline for filing the Corn Loss Proofs of Claim and/or the Property Damage Proofs of Claim

for a period of no more than sixty (60) days from the deadline set forth in the Implementation Order, without further court order or notice to the members of the Settlement Class. Co-Lead Class Counsel may request further extensions of the deadline for filing Corn Loss Proofs of Claim and Property Damage Proofs of Claim beyond the initial sixty (60) day extension, but any extension of the deadline for filing such respective Proofs of Claims beyond sixty (60) days shall require the permission of the District Court.

(v) Each Authorized Claimant shall be deemed to have submitted to the jurisdiction of the District Court with respect to the Authorized Claimant's claim, and the claim shall be subject to investigation, including obtaining verification of any information provided by an Authorized Claimant in his, her, their, or its claim from the United States Department of Agriculture and/or through discovery under the Federal Rules of Civil Procedure, provided that such investigation and discovery shall be limited to the Authorized Claimant's status as a member of the Settlement Class and the appropriate amount and calculation of the Authorized Claimant's claim.

(vi) If a member of the Settlement Class who is an Authorized Claimant is dissolved or merged (if a corporation), or deceased (if an individual), Co-Lead Class Counsel may cause such Authorized Claimant's payment to be delivered to the representative, successor, probate court, executor, heir, or beneficiary of such member of the Settlement Class (without duplication) upon submission of appropriate documentation providing authority of such person or entity to receive payment on behalf of such member of the Settlement Class.

(vii) Each Proof of Claim shall be submitted to and reviewed by the Claims Administrator(s), under the supervision of Co-Lead Class Counsel, who shall determine in accordance with this Stipulation the extent, if any, to which each Proof of Claim shall be allowed, subject to review by the District Court. Co-Lead Class Counsel or the Claims

Administrator(s) shall notify all Authorized Claimants whose Proofs of Claims they have rejected in whole or in part, and shall set forth the reasons for the rejection. If any Authorized Claimant whose claim has been rejected in whole or in part desires to contest such rejection, the Authorized Claimant must, within twenty (20) days after the date of mailing of the notice of rejection, serve upon the Claims Administrator(s) a statement of reasons indicating the Authorized Claimant's grounds for contesting the rejection along with any supporting documentation, and requesting a review thereof by the District Court. In the event that such a dispute is not resolved, Co-Lead Class Counsel shall thereafter present all such requests for review to the District Court.

i. All members of the Settlement Class whose claims are not approved by the District Court shall be barred from participating in distributions from the Net Settlement Fund, but otherwise shall be bound by all of the terms of the Stipulation and any order(s) and/or judgment(s) entered in the Non-StarLink Farmer Actions.

**Conditions:**

23. The Settlement is expressly contingent on the following conditions subsequent being met in full:

a. If either (i) a specified threshold number of persons or entities who would otherwise be members of the Settlement Class timely and properly submit requests for exclusion from the Settlement Class as provided in the Implementation Order, or (ii) persons or entities who would otherwise be members of the Settlement Class timely and properly submit requests for exclusion from the Settlement Class as provided in the Implementation Order who operated farms from which was harvested a specified threshold aggregate number of acres of corn during the year 2000 as set forth in a separate Agreement Regarding Settlement Opt-Outs (which agreement shall be kept confidential and disclosed only to the Parties, their counsel, and the

District Court), then SLLI or Plaintiffs, through Co-Lead Class Counsel, may withdraw from this Stipulation by serving written notice, by hand, of withdrawal on the opposing counsel not less than five (5) days prior to the Fairness Hearing.

b. Should either SLLI or Plaintiffs exercise the foregoing withdrawal option (i) the Parties shall be deemed to have mutually withdrawn from this Stipulation and none of the Parties shall be obligated to petition for entry of the Final Order and Judgment, or take any actions for which the entry of the Final Order and Judgment or the occurrence of the Effective Date is a condition, (ii) all of the Parties shall jointly move that any order entered pursuant to this Stipulation and any releases given by Plaintiffs or any members of the Settlement Class be vacated and void and all findings withdrawn, (iii) neither SLLI nor Advanta shall have any obligation to pay the Settlement Amount to Plaintiffs, except that any amounts paid, advanced, accrued or obligated for providing notice to the members of the Settlement Class and/or for administration of the Settlement necessarily incurred before one of the Parties exercises the foregoing withdrawal option, shall be paid by SLLI and Advanta subject to the provisions of paragraph 17, above, and not reimbursed to SLLI and Advanta.

c. Co-Lead Class Counsel shall provide counsel for SLLI and Advanta with copies of all requests for exclusion from members of the Settlement Class submitted by persons or entities who have properly excluded themselves from the Settlement Class as provided in the Implementation Order (the "Settlement Opt-Outs") so that such copies are actually received at least fifteen (15) days prior to the Fairness Hearing.

24. In the event that the Settlement as provided in this Stipulation does not receive final approval of the District Court, a Final Order and Judgment substantially in the form of Exhibit B is not entered by the District Court, or the Effective Date of the Settlement does not otherwise occur for any reason, then this Stipulation shall become null and void, except any

amounts paid, advanced, accrued or obligated for notice to the Settlement Class or administration of the Settlement shall be paid by SLLI and Advanta subject to the provisions of paragraphs 17 and 23.b of this Stipulation, and not reimbursed to SLLI and Advanta. If this Stipulation should become null and void for any reason, then:

a. this Stipulation and all negotiations and proceedings and releases relating thereto shall be without prejudice as to the rights of any and all Parties hereto, and their respective predecessors and successors, and all Parties hereto and their respective predecessors and successors shall be restored to their respective positions existing as of September 23, 2002; and

b. all of the Parties shall jointly move that any order entered pursuant to this Stipulation and any releases given by Plaintiffs or any members of the Settlement Class be vacated and void and all findings withdrawn.

25. Upon the Effective Date of the Settlement, the Parties shall cooperate to the fullest extent permitted by law to effect the dismissal, with prejudice and without costs to any party, of the pending state court actions denominated *Mulholland v. Aventis CropScience U.S.A. Holdings, Inc.*, No. 01-L-6 (Ill. Cir. Ct., Randolph County), and *Rose v. Aventis CropScience U.S.A Holding, Inc.*, No. 49D01-0101-CP-93 (Ind. Super. Ct. Marion County).

**Release:**

26. Upon the Effective Date of the Settlement, each Releasing Party (as defined below) fully releases and discharges each Released Party (as defined below) from and against each of the Released Claims (as defined below); and each Releasing Party covenants not to and shall be enjoined and barred from suing any Released Party or otherwise asserting, directly or indirectly, any of the Released Claims against any Released Party. For purposes of such release, the following terms shall have the following meanings:

a. "Released Party" or "Released Parties" means (i) StarLink Logistics, Inc.; Aventis CropScience USA Holding, Inc.; Aventis CropScience USA, LP; Aventis CropScience USA Holding, LP; Aventis CropScience USA, Inc.; Aventis CropScience Holding, S.A.; Aventis Agriculture, S.A.; Aventis CropScience, S.A.; Aventis Environmental Health, Inc.; Plant Genetic Systems International NV; Aventis, S.A.; Aventis CropScience GmbH; Hoechst Aktiengesellschaft; Schering AG; Nor-Am Agro, Inc.; Bayer CropScience LP; Bayer CropScience GmbH; and Bayer AG; their past, present, and future partners (general and limited), parents (including intermediate and ultimate parents), subsidiaries, affiliates, divisions, predecessors, successors and assigns (whether or not named as defendants in the Non-StarLink Farmer Actions); and each and every of the foregoing's past, present, and future officers, directors, agents, employees, servants, sales representatives, brokers, dealers, attorneys, underwriters, insurers; and all of his, her, its, or their respective past, present or future heirs, estates, and personal representatives; (ii) Advanta USA, Inc., Garst Seed Company and Advanta BV; their past, present, and future partners (general and limited), parents (including intermediate and ultimate parents), subsidiaries, affiliates, divisions, predecessors, successors, and assigns (whether or not named as defendants in the Non-StarLink Farmer Actions); and each and every of the foregoing's past, present, and future officers, directors, agents, employees, servants, sales representatives, brokers, dealers, attorneys, underwriters, insurers; and all of his, her, its, or their respective past, present, or future heirs, estates, and personal representatives; and (iii) any person or entity in the chain of distribution of corn seed, corn, or corn products which are alleged to have contained StarLink corn or Cry9C; their past, present, and future partners (general and limited), parents (including intermediate and ultimate parents), subsidiaries, affiliates, divisions, predecessors, successors, and assigns (whether or not named as defendants in the Non-StarLink Farmer Actions); and each and every of the foregoing's past, present, and future officers,

directors, agents, employees, servants, sales representatives, brokers, dealers, attorneys, underwriters, insurers; and all of his, her, or its, or their respective past, present or future heirs, estates, and personal representatives.

b. "Releasing Party" or "Releasing Parties" means each Plaintiff, each member of the Settlement Class who has not timely submitted a properly completed request for exclusion, and its, his, her, or their respective past, present, or future parents, subsidiaries, predecessors, successors, heirs, personal representatives, affiliates, insurers, attorneys, and assigns, and all persons or entities who have an ownership, sharing, contractual, or other legal interest in the corn grown by any Plaintiff and any member of the Settlement Class.

c. "Released Claims" shall mean any and all claims that any member of the Settlement Class may presently have or in the future may have or may acquire against the Released Parties arising out of or related to the production, development, licensing, sale, labeling, distribution, or marketing by any entity of Cry9C genetic technology, corn alleged to have contained Cry9C, or corn products alleged to have contained Cry9C including, without limitation, all claims for damages or remedies of whatever kind or character that are now recognized by law or that may be created or recognized in the future by statute, regulation, judicial decision, administrative adjudication, or in any other manner, for actual damages, exemplary and punitive damages, penalties of any kind, economic or business losses, prejudgment and postjudgment interest, injunctive or declaratory relief, and any other loss or detriment of any kind, and including without limitation all claims that were or may have been asserted in the Non-StarLink Farmer Actions; provided, however, that "Released Claims" shall not include claims for monetary damages based upon physical injury to a person which manifests in the future, or claims that arise in connection with the Parties' obligations under this Stipulation.

27. Upon the Effective Date of the Settlement, each Releasing Party fully releases and discharges each Released Party from and against each of the Released Claims; and each Releasing Party covenants not to and shall be enjoined and barred from suing each Released Party or otherwise asserting, directly or indirectly, any of the Released Claims against each Released Party. Upon the Effective Date of Settlement, each Releasing Party shall be deemed to acknowledge that he, she, it, or they may have sustained damages, expenses, or losses in connection with Unknown Claims. "Unknown Claims" means Released Claims which the Releasing Parties do not know or suspect to exist in their favor at the time of the release of the Released Parties and which, if known by them, might have affected their decision to settle with SLLI and/or Advanta and release the Released Parties or other action including, but not limited to the decision not to object to the Settlement. Upon the Effective Date of the Settlement, each Releasing Party shall be deemed to have expressly waived any and all rights that he, she, it, or they may have under any statute, regulation, administrative adjudication, or common law principle that would limit the effect of the foregoing releases to those claims actually known or suspected to exist at the time of execution of this Stipulation, including the provisions of Section 1542 of the California Civil Code, to the extent deemed applicable (notwithstanding that this Stipulation does not provide for the application of California law), which provides as follows:

1542. General Release-Claims Extinguished. A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

28. Upon the Effective Date of this Settlement, SLLI and Advanta shall be deemed conclusively to have compromised, settled, discharged, dismissed, and released any or all claims, allegations, demands, causes of action, controversies, offsets, obligations, losses, damages, and liabilities of every kind and character whatsoever, for any action, omission, misrepresentation, or

other basis of liability founded in tort or contract or pursuant to common law, statute, regulation, or administrative adjudication, and the duties arising thereunder in connection with the Released Claims or the Non-StarLink Farmer Actions that SLLI or Advanta have, had in the past, or now have or has, or which may hereafter accrue, whether known or unknown, including "Unknown Defendants' Claims" as defined below, against each Releasing Party, including each Plaintiff, each member of the Settlement Class, and each of his, her, its, or their respective parents, subsidiaries, predecessors, successors, partners, attorneys, insurers, agents, assigns, and affiliates and all of his, her, its, or their respective past, present, or future partners, officers, directors, agents, assigns, employees, representatives, shareholders, and managers, and all of his, her, its, or their respective past, present, or future heirs, estates and personal representatives; provided that claims that arise under this Stipulation and any claims that arise or may arise out of unpaid accounts, unpaid license fees, amounts due or which may become due under any financing plan or other charges for seeds, herbicides or agricultural products are not hereby released. Upon the Effective Date of the Settlement, SLLI and Advanta shall be deemed to acknowledge that, upon the Effective Date of this Settlement, they may also have sustained damages, expenses, or losses in connection with Unknown Defendants' Claims. "Unknown Defendants' Claims" means claims that SLLI and/or Advanta do not know or suspect to exist in their favor at the time of the release which, if known by them, might have affected their release of claims. Upon the Effective Date of the Settlement, SLLI and Advanta shall be deemed to have expressly waived any and all rights that they may have under any statute, regulation, administrative adjudication, or common law principle that would limit the effect of the foregoing releases to those claims actually known or suspected to exist at the time of execution of this Stipulation, including the provisions of Section 1542 of the California Civil Code, to the extent deemed applicable (notwithstanding that this Stipulation does not provide for the application of California law), which provides as follows:

1542. General Release-Claims Extinguished. A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

29. Nothing herein shall be construed as a release by any Party of his, her, its, or their own insurer(s) for amounts paid pursuant to this Stipulation or other claims which such Party may have against his, her, its, or their insurer(s).

**Plaintiffs' Counsel's Attorneys' Fees and Expenses:**

30. Plaintiffs' counsel, through Co-Lead Class Counsel, may apply to the District Court for an award of attorneys' fees, which application shall not in the aggregate be in excess of one-third (1/3) of the Gross Settlement Fund (which shall include all accrued interest thereon at the time of the Effective Date of the Settlement), to be payable, at Co-Lead Class Counsel's option, in cash and/or in the form of consideration utilized for any enhancement of the value of the Gross Settlement Fund, and for reimbursement of their costs and expenses incurred in the litigation of the Non-StarLink Farmer Actions. In addition, Plaintiffs' counsel may apply for an award of interest on such award of attorneys' fees and expenses from the Effective Date, through and including the date of payment of such award of attorneys' fees and expenses to Plaintiffs' counsel as provided herein, at the same rate as earned by the Gross Settlement Fund.

a. Such attorneys' fees, expenses and/or interest thereon as are awarded by the District Court shall be payable at the option of Co-Lead Class Counsel by SLLI and Advanta from the Settlement Amount to Co-Lead Class Counsel within five (5) business days of such award upon a written request directed to counsel for SLLI and Advanta from Co-Lead Class Counsel, notwithstanding the existence of any timely filed objections thereto, or potential for appeal therefrom, or collateral attack on the Settlement or any part thereof. Plaintiffs' counsel's attorneys' fees and expenses (plus interest thereon) may be paid, as approved by the District

Court, before any distributions to members of the Settlement Class. Such payment shall be subject to the following conditions:

(i) If this Stipulation becomes null and void for any reason, or is terminated, or for any reason the Effective Date of the Settlement does not occur, Co-Lead Class Counsel shall be obligated to repay to SLLI and Advanta all attorneys' fees, expenses and/or interest awarded by the Court and paid by SLLI and Advanta prior to the Effective Date of the Settlement, or portion thereof if the award of attorneys' fees, expenses and/or interest is reduced, and that the District Court shall retain jurisdiction to enter all orders necessary to enforce such obligation.

(ii) Plaintiffs' counsel shall, without need for motion by SLLI and Advanta or further notice, within five (5) business days after issuance of (A) a mandate reversing the Final Order and Judgment on appeal or (B) an order terminating the Stipulation or otherwise causing the Stipulation to become null and void pursuant to paragraph 24 hereof or for any other reason, return to SLLI and Advanta the full amount of all attorneys' fees, expenses and/or interest awarded to Plaintiffs' counsel or the amount such award of attorneys' fees, expenses and/or interest is reduced (except expenses reimbursed to Co-Lead Class Counsel for costs of notice and administration as provided in paragraphs 17 and 23.b., above, which shall not be subject to reimbursement). The Final Order and Judgment shall also provide that Plaintiffs' counsel shall, without need for motion by SLLI and Advanta or further notice, within five (5) business days after issuance of a mandate or order reducing the amount of attorneys' fees and/or expenses awarded to Plaintiffs' counsel, return to SLLI and Advanta the amount by which the attorneys' fees and/or expenses were reduced. The foregoing repayment obligations shall be enforceable by any means, including the contempt power of the District Court.

(iii) Immediately upon the entry of the Final Order and Judgment, Co-Lead Class Counsel and counsel for Plaintiffs shall be deemed to have submitted themselves to the jurisdiction of this Court. For purposes of further effectuating this provision, Co-Lead Class Counsel and counsel for Plaintiffs irrevocably waive and agree not to assert, by way of motion, as a defense or otherwise, any claim or objection that the District Court is, in any way, an improper venue or an inconvenient forum.

(iv) SLLI's and Advanta's obligation to pay the amount of attorneys' fees, expenses, and interest thereon before the Effective Date of the Settlement, as provided in paragraph 30.a., above, is expressly conditioned upon receipt by SLLI and Advanta of a letter of credit from a bank or other financial institution acceptable to SLLI and Advanta and in a form acceptable to SLLI and Advanta securing repayment of such amounts or applicable portion of such amounts in the event that the Effective Date does not occur or the award of attorneys' fees, expenses and/or interest thereon is reduced.

31. Co-Lead Class Counsel may separately apply to the District Court at any time or times prior to any distribution or distributions to Authorized Claimants for reimbursement of all fees and expenses incurred in the administration of the Settlement, including but not limited to the fees and expenses of Plaintiffs' counsel incurred exclusively in connection with the administration of the Settlement and the fees and expenses of the Claims Administrator.

**Special Awards To The Plaintiffs:**

32. Co-Lead Class Counsel may apply to the District Court for payment from the Gross Settlement Fund of special awards of up to \$5,000 to each of the Plaintiffs in the Non-StarLink Farmer Actions. The award of a special award to any Plaintiff shall not affect the right of such Plaintiff to otherwise participate in the Settlement as a member of the Settlement Class as provided by the Plan of Allocation.

**Final Order and Judgment:**

33. If the Settlement (including any modification thereto made with the consent of the Parties as provided for herein) is approved by the District Court following hearing, the Parties shall request the District Court to enter a Final Order and Judgment, substantially in the form attached hereto as Exhibit B, that, among other things, shall:

a. unconditionally certify the Settlement Class pursuant to Rules 23(a) and 23(b)(3) of the Federal Rules of Civil Procedure;

b. find that the Notice and Summary Notice to members of the Settlement Class was provided in accordance with the Implementation Order, and that such notice fully satisfies all the requirements of Rules 23(c) and 23(e) of the Federal Rules of Civil Procedures and due process;

c. approve the Settlement as fair, reasonable, and adequate as to each of the Parties in accordance with Rule 23 of the Federal Rules of Civil Procedure and direct consummation of the Settlement in accordance with its terms and provisions;

d. dismiss all of the Non-StarLink Farmer Actions consolidated under MDL Docket No. 1403 on the merits as to SLLI and Advanta and with prejudice as against all Plaintiffs and all members of the Settlement Class, and without costs to any party except as provided in this Stipulation;

e. adjudge that the Plaintiffs, on behalf of themselves and the members of the Settlement Class who do not timely and properly request exclusion from the Settlement Class, whether or not they file a Proof of Claim, shall be deemed conclusively to have compromised, settled, discharged, dismissed, and released any and all rights, claims, or causes of action against SLLI, Advanta and/or the Released Parties arising out of or based upon the "Released Claims" (as defined above), as provided herein and except as to their rights under this Stipulation;

f. approve the Plan of Allocation set forth in paragraph 22 above as fair and equitable to all members of the Settlement Class;

g. award attorneys' fees and expenses to Plaintiffs' counsel, or reserve jurisdiction with respect thereto;

h. reserve jurisdiction over SLLI, Advanta, the Plaintiffs, and the Settlement Class for the administration, consummation, and enforcement of the terms of the Settlement and this Stipulation;

i. bar and permanently enjoin each member of the Settlement Class from prosecuting the Released Claims, including Unknown Claims, against the Released Parties, Plaintiffs and/or Plaintiffs' counsel;

j. determine that, by reason of the Settlement, there is no just reason for delay and find expressly that the Final Order and Judgment is a final judgment pursuant to Rule 54(b) of the Federal Rules of Civil Procedure;

k. determine that the Stipulation and the Settlement provided for herein, and any proceedings taken pursuant thereto are not and should not in any event be (i) offered or received as evidence of a presumption, concession, or an admission of any misrepresentation or omission in any statement or written document approved or made by any Released Party (as defined herein), or (ii) offered or received as evidence of a presumption, concession, or any

admission of any liability, fault, wrongdoing, or other dereliction of duty; provided, however, that reference may be made to this Stipulation and the Settlement provided for herein as may be necessary to effectuate or enforce the provisions of this Stipulation; and

l. reserve jurisdiction, without affecting the finality of the Final Order and Judgment entered, over:

(i) Effectuation of this Settlement and any award or distributions from the Settlement Fund, including interest accrued thereon;

(ii) Disposition of the Settlement Amount, the Gross Settlement Fund and the Net Settlement Fund;

(iii) Enforcement and administration of this Stipulation and Settlement including any releases executed in connection therewith, and the provisions of the Final Judgment; and

(iv) Other matters related or ancillary to the foregoing.

**Cooperation:**

34. The Parties agree to provide reasonable cooperation to each other to obtain final approval of the Settlement.

**Amendments:**

35. This Stipulation may not be amended or modified except by a writing signed by Co-Lead Class Counsel, SLLI or its counsel, and Advanta or its counsel.

**Counterparts:**

36. This Stipulation may be executed in separate counterparts, each of which when so executed shall constitute an original, but all of which together shall constitute the same instrument.

**Successors:**

37. Each and every term of this Stipulation shall be binding upon and inure to the benefit of Plaintiffs, the members of the Settlement Class, SLLI, Advanta, and each Released Party (who are intended beneficiaries of this Stipulation) and any of their respective heirs, administrators, successors and personal representatives.

**No Third Party Beneficiaries:**

38. This Stipulation shall not expand the rights of any persons or entities who are not Parties hereto, Released Parties, or members of the Settlement Class, and no person or entity who is not a Party to this Stipulation, a Released Party, or a member of the Settlement Class shall acquire any rights hereunder, whether as a purported third-party beneficiary or otherwise.

**Complete Agreement:**

39. This Stipulation (together with any Exhibits hereto and that certain Agreement Regarding Settlement Opt-Outs referred to above) constitutes the full and entire agreement among the Parties with regard to the subject hereof, and supersedes any prior negotiations, representations, promises, or warranties (oral or otherwise) made by any party or its agents, attorneys, employees, or representatives concerning such subject matter. No Party shall be liable or bound to any other Party for any prior negotiation, representation, promise, or warranty (oral or otherwise) except for those expressly set forth in this Stipulation (together with any Exhibits hereto and the Agreement Regarding Settlement Opt-Outs).

**Governing Law:**

40. This Stipulation shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to the choice of law provisions thereof. Any motion, petition, application, action, or proceeding to construe or enforce this Stipulation or to secure damages for its breach shall be brought in the United States District Court for the Northern District of Illinois, Eastern Division.

**Section Headings:**

41. The section headings or captions in this Stipulation are for convenience of reference only and shall not be deemed or construed as part of this Stipulation.

**Authority of Counsel:**

42. Counsel for SLLI and Advanta represent that they have authority to sign this Stipulation, which shall be binding on their respective clients.

**No Admission:**

43. Whether or not the Settlement is consummated, this Stipulation, all negotiations and papers related to it, and any proceedings in connection with the Settlement (a) are not and shall not be construed as evidence of an admission or concession of wrongdoing or liability by SLLI, Advanta, or any Released Party as to any claim or allegation asserted in the Consolidated Action or any other action or proceeding, and (b) are not and shall not be construed as evidence of an admission or concession by the Plaintiffs that claims or allegations asserted in the Non-StarLink Farmer Actions against SLLI, Advanta, or any Released Party lack merit.

44. Plaintiffs, SLLI and Advanta agree that the terms of this Settlement were not based solely on the amount of consideration to be paid, but were based on (i) vigorous arm's-length negotiations between counsel for the Parties; (ii) the assessment of Plaintiffs' counsel, counsel for SLLI, and counsel for Advanta of the strengths and weaknesses of the various claims asserted in the Non-StarLink Farmer Actions against SLLI and Advanta, respectively, based on the various claims asserted or which could be asserted; (iii) the expense of ongoing litigation; and (iv) were reached only after Plaintiffs, SLLI, and Advanta had conducted extensive discovery and investigation of the claims that were or could have been asserted on behalf of non-StarLink farmers and the potential value of such claims.

45. Notwithstanding that the proceeds of the Settlement are being allocated among the members of the Settlement Class based on Recognized Loss formulas, the Parties assume that an Authorized Claimant's Recognized Loss may be less or more than the amount of damages, if any, that could have been recovered had the Non-StarLink Farmer Actions been fully tried instead of settled. The amount of damages that Plaintiffs could prove is a matter of serious and genuine dispute and the Settlement's use of Recognized Loss formulas does not constitute a finding, admission, or concession that any damages could be proved or that provable damages, if any, could be measured by such Recognized Loss formulas. The Parties acknowledge that no determination has been made by the District Court as to the amount, if any, of damages suffered by members of the Settlement Class or of the proper measure of any such damages, and that the determination of damages, like the determination of liability, is a complicated and uncertain process, typically involving conflicting expert opinions.

46. At all times during the course of the Non-StarLink Farmer Actions, SLLI and Advanta have denied and continue to deny any liability to Plaintiffs or any member of the Settlement Class and have denied and continue to deny that Plaintiffs or any member of the Settlement Class, was damaged by any alleged wrongful conduct, or that, even if damaged, any compensable damages could be measured or recovered.

**Construction:**

47. The language used in this Stipulation, and any other Exhibit or other document in connection with the transactions contemplated hereunder, shall be deemed to be the language chosen by the Parties to express their mutual intent, and no rule of strict construction shall be applied against any Party.

**Incorporation of Exhibits:**

48. The Exhibits identified in this Stipulation are incorporated herein by reference and made a part thereof.

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