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**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF KANSAS**

*IN RE SYNGENTA AG MIR 162 CORN
LITIGATION*

THIS DOCUMENT RELATES TO:

All Actions

Master File No. 2:14-MD-02591-JWL-JPO

MDL No. 2591

AGRISURE VIPTERA/DURACADE CLASS SETTLEMENT AGREEMENT

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AGRISURE VIPTERA/DURACADE CLASS SETTLEMENT AGREEMENT

This Agreement is made and entered into as of the 26th day of February, 2018 by and among the Representative Plaintiffs, individually and as proposed representatives of all Class Members, by and through Settlement Class Counsel, Subclass Counsel, and the Plaintiffs' Negotiating Committee, and Syngenta, by and through its attorneys (collectively referred to herein as the "Parties"). The Parties intend this Agreement to resolve, discharge, and settle the Released Claims of Class Members fully, finally, and forever in accordance with the terms and conditions set forth below.

WITNESSETH

WHEREAS, there is a consolidated and coordinated multidistrict litigation pending in the United States District Court for the District of Kansas, styled *In re Syngenta AG MIR 162 Corn Litigation*, MDL No. 2591 (the "MDL Actions"), composed of actions relating to Agrisure Viptera and/or Agrisure Duracade Corn Seed that Syngenta introduced and marketed in the United States;

WHEREAS, there are actions similar to the MDL Actions pending in other courts, including, without limitation, in the Fourth Judicial District Court, County of Hennepin, State of Minnesota, styled *In re Syngenta Class Action Litigation*, Court File No. 27-CV-15-12625 and *In re Syngenta Litigation*, Court File No. 27-CV-15-3785, in the United States District Court for the Southern District of Illinois, styled *In re Syngenta Actions*, No. 3:15-cv-01221 and No. 3:16-cv-01379, and in the Circuit Court of the First Judicial Circuit, Williamson County, Illinois, styled *In re Syngenta Litigation*, No. 15-L-157 (collectively, and with other actions as set forth in Exhibit 1, and similar actions, the "Related Actions");

WHEREAS, Representative Plaintiffs allege on behalf of themselves and Class Members that Syngenta prematurely commercialized and otherwise inappropriately marketed and sold

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Agrisure Viptera and/or Agrisure Duracade Corn Seed, causing contamination of the United States Corn supply and significant disruption to the export of United States Corn and Corn products, and that the Representative Plaintiffs and the Class Members were harmed by the conduct alleged in the Complaint;

WHEREAS, Syngenta denies any and all Claims and has asserted various defenses that it believes are meritorious;

WHEREAS, the Parties agree that this Agreement shall not be deemed or construed as an admission or as evidence of any violation of any statute or law, or of any liability or wrongdoing by any of the Released Parties, or of the merit of any of the Claims or allegations alleged in the MDL Actions, the Related Actions, or otherwise, or the merit of any of the potential or asserted defenses to those allegations, or as a waiver of any such defenses;

WHEREAS, the Parties have conducted a thorough examination and investigation of the facts and law relating to the asserted and potential Claims and defenses and the alleged harm caused by Syngenta's marketing and sale of Agrisure Viptera and/or Agrisure Duracade Corn Seed and assessed the various risks of future litigation including risks from any future appeals in the MDL Actions and the Related Actions;

WHEREAS, settlement discussions began in 2016 in mediation sessions conducted by the Special Masters, including several months of extensive, arm's-length, adversarial, and, at times, contentious negotiations; ultimately, through an extended series of mediation and negotiation sessions, the Parties reached a settlement pursuant to this Agreement (the "Settlement");

WHEREAS, Settlement Class Counsel and Subclass Counsel, under the supervision of the Special Masters, conducted extensive, arm's length, adversarial, and, at times, contentious negotiations; ultimately, through an extended series of negotiation sessions, Settlement Class

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Counsel and Subclass Counsel reached a settlement pursuant to this Agreement to allocate the settlement proceeds between the Subclasses as set forth in this Agreement.

WHEREAS, Settlement Class Counsel, Subclass Counsel, and Plaintiffs' Negotiating Committee have concluded, after extensive factual examination and investigation and after careful consideration of the circumstances, including the Claims asserted in the Complaint and in the Related Actions, and the possible legal and factual defenses thereto, that it would be in the Class Members' best interests to enter into this Agreement to avoid the uncertainties, burdens, risks, and delays inherent in litigation and subsequent appeals and to assure that the substantial benefits reflected in this Agreement are obtained for Class Members in an expeditious manner; and, further, that this Agreement is fair, reasonable, adequate, and in the best interests of the Representative Plaintiffs and the Class Members;

WHEREAS, Syngenta, despite its belief that it has strong defenses to the Claims described in this Agreement, and in the interests of its ongoing business in the Corn industry in the United States, has agreed to enter into this Agreement to reduce and avoid the further expense, burden, risks, and inconvenience of protracted litigation and subsequent appeals and to resolve finally and completely Representative Plaintiffs' and other Class Members' Claims;

NOW, THEREFORE, the Parties agree that the MDL Actions, as well as related actions pending in other jurisdictions, filed by Class Members, shall be settled, compromised, and/or dismissed with prejudice on the terms and conditions set forth in this Agreement, without expenses to Syngenta (except as provided in this Agreement), subject to the Court's approval of this Agreement as a fair, reasonable, and adequate settlement under Fed. R. Civ. P. 23(e).

1. CLASS DEFINITION

The Parties agree and consent, for settlement purposes only, to the certification of the

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following settlement class and settlement subclasses under Fed. R. Civ. P. 23(b)(3) (the “Settlement Class”):

1.1 Settlement Class: Any Person in the United States that during the Class Period owned any Interest in Corn in the United States priced for sale during the Class Period and falls into one of the four sub-classes set forth in Section 1.2 below.

1.2 Settlement Subclasses:

1.2.1 Subclass 1: Any Producer in the United States that during the Class Period owned any Interest in Corn in the United States priced for sale during the Class Period, excluding Producers that, at any time prior to the end of the Class Period, purchased Agrisure Viptera and/or Agrisure Duracade Corn Seed and produced Corn grown from Agrisure Viptera and/or Agrisure Duracade Corn Seed.

1.2.2 Subclass 2: Any Producer in the United States that during the Class Period owned any Interest in Corn in the United States priced for sale during the Class Period and that, at any time prior to the end of the Class Period, purchased Agrisure Viptera and/or Agrisure Duracade Corn Seed and produced Corn grown from Agrisure Viptera and/or Agrisure Duracade Corn Seed.

1.2.3 Subclass 3: Any Grain Handling Facility in the United States that during the Class Period owned any Interest in Corn in the United States priced for sale during the Class Period.

1.2.4 Subclass 4: Any Ethanol Production Facility in the United States that during the Class Period owned any Interest in Corn in the United States

priced for sale during the Class Period.

1.3 Excluded from the Settlement Class are the following: (a) the Court and its officers, employees, appointees, and relatives; (b) Syngenta and its affiliates, subsidiaries, officers, directors, employees, contractors, agents, and representatives; (c) all plaintiffs' counsel in the MDL Actions or the Related Actions; (d) government entities; (e) Opt-Outs; and (f) the Excluded Exporters.

2. OTHER DEFINITIONS

As used in this Agreement and its exhibits, the following terms shall have the meanings set forth below. Terms used in the singular shall include the plural and vice versa.

2.1 "Agreement" means this Agrisure Viptera/Duracade Class Settlement Agreement, together with the exhibits attached to this Agreement, which are incorporated in this Agreement by reference.

2.2 "Agrisure Viptera and/or Agrisure Duracade Corn Seed" means Corn seed containing Syngenta events MIR162 and/or Event 5307.

2.3 "Allocation Methodology" means the method of determining and calculating a Compensable Recovery Quantity relating to a Settlement Claim, authenticating Settlement Claims, allocating Gross Settlement Proceeds among the Class Members, and the timing and method of Settlement Fund distributions as set forth in Section 3.7.2.

2.4 "CAFA Notice" means the notice of this Settlement to be served by Syngenta upon state and federal regulatory authorities as required by Section 3 of the Class Action Fairness Act of 2005, 28 U.S.C. § 1715.

2.5 "Claim" means all claims made, or which could have been made, by any Person against any of the Released Parties arising out of Syngenta's commercialization of Agrisure

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Viptera and/or Agrisure Duracade Corn Seed.

2.6 “Claim Form” shall mean an electronic or paper document containing the information and fields substantially in the form set forth in the “Producer Claim Form,” “Grain Handling Facility Claim Form,” and “Ethanol Production Facility Claim Form” set forth in Exhibit 2. The Claim Form shall be submitted under penalty of perjury, based on the Class Members’ knowledge, information, and belief, to the Claims Administrator by a Class Member submitting a Settlement Claim under this Agreement.

2.7 “Claims Administrator” means BrownGreer PLC. In the event that the Claims Administrator can no longer serve for any reason, Settlement Class Counsel and Syngenta shall jointly select a new Claims Administrator. In no event shall the Claims Administrator be a Person other than one agreed upon by Settlement Class Counsel and Syngenta.

2.8 “Claims Administrator’s Final Report” means the Claims Administrator’s final report to Settlement Class Counsel, Subclass Counsel, Plaintiffs’ Negotiating Committee, Syngenta, the Special Masters, and the Court, reporting (1) the total number of Class Members that properly and timely made a Settlement Claim for compensation in connection with this Agreement; (2) the identity of each such Class Member; and (3) each such Class Member’s Compensable Recovery Quantity, if any, for each of Marketing Years 2013-17.

2.9 “Claims Administrator’s Preliminary Report” means the Claims Administrator’s preliminary report to Settlement Class Counsel, Subclass Counsel, Plaintiffs’ Negotiating Committee, Syngenta, the Special Masters, and the Court reporting (1) the total number of Class Members that properly and timely made a Settlement Claim to apply for compensation in connection with this Agreement; (2) the identity of each such Class Member; and (3) each such Class Member’s Compensable Recovery Quantity, if any, for each of Marketing Years 2013-17.

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2.10 “Claims Deadline” means the final date to submit a Claim Form, which is 150 days after Settlement Class Counsel first publish the Class Notice to the Settlement Class pursuant to the Notice Plan.

2.11 “Class Member” means a member of the Settlement Class.

2.12 “Class Notice” means notice to the Class Members of this Agreement substantially in the form and following the procedures described in the Notice Plan and established by order of the Court and to be administered by Settlement Class Counsel under the direction and jurisdiction of the Court.

2.13 “Class Period” means September 15, 2013 through the date of the Preliminary Approval Order.

2.14 “Class Releasers” means all Class Members, as well as their successors, heirs, executors, trustees, administrators, assigns, predecessors, affiliates, related companies, subsidiary companies, holding companies, insurers, affiliates, current and former attorneys, and their current and former members, partners, officers, directors, agents, and employees, all in their capacity as such. Opt-Outs and Persons specifically excluded from this Settlement as set forth in Section 1.3 above are not Class Releasers

2.15 “Compensable Recovery Quantity” means:

2.15.1 For Class Members that are Producers: a Corn bushel for which a Producer Class Member is entitled to make a recovery under the Allocation Methodology. A Producer’s Compensable Recovery Quantity shall be determined as follows:

2.15.1.1 For any acreage reported to USDA for Form FSA 578 purposes, Form FSA 578 shall be the exclusive manner in which

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acreage is determined. The Claims Administrator shall first determine the number of Corn acres reported on the Producer's Form FSA 578 in each Marketing Year, exclusive of acres reported as failed or for silage, which shall be multiplied by the Producer's share in those acres as reported on the Form FSA 578. The Claims Administrator shall then convert the Producer's acreage in each Marketing Year to bushels by (a) multiplying the Producer's acreage by the average county yield as reported by USDA NASS (or if no county yield is reported, the nearest average yield available as determined by the Claims Administrator); (b) deducting the percentage of bushels reported as "fed on farm" as reported on the Producer's Claim Form; (c) multiplying the resulting bushels in each Marketing Year according to a weighted average; and (d) summing the resulting bushels.

2.15.1.2 For any acreage not reported to USDA for Form FSA 578 purposes, but for which RMA Data is available, RMA Data shall be the exclusive manner in which acreage is determined. For this acreage, Compensable Recovery Quantity shall be determined in the same manner as that stated above except using RMA Data instead of Form FSA 578 data.

2.15.1.3 For any acreage not reported to USDA for Form FSA 578 purposes and for which RMA Data is not available (including Claims by landlords whose Interest is not reflected in Form FSA 578

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or RMA Data), Compensable Recovery Quantity shall be determined in the same manner as that stated above, except using information reported on the Claim Form.

2.15.1.4 To the extent that a conflict arises because one or more landlords and one or more farmers submit Claims Forms for the same acreage, the Claims Administrator shall allocate to each Class Member a percentage of the Compensable Recovery Quantity for that acreage such that the total percentage equals 100%. Any disputes over that allocation determination shall be resolved by the Special Masters pursuant to Section 9.18.3.

2.15.2 For Class Members that are Grain Handling Facilities: a Corn bushel for which a Grain Handling Facility Class Member is entitled to make a recovery under the Allocation Methodology. A Grain Handling Facility's Compensable Recovery Quantity shall be determined as follows:

2.15.2.1 The Claims Administrator shall (a) determine the number of Corn bushels reported as sold on the Grain Handling Facility's Claim Form in each Marketing Year; (b) multiplying the resulting bushels in each Marketing Year according to a weighted average; and (c) summing the resulting bushels.

2.15.3 For Class Members that are Ethanol Production Facilities: a short ton of DDGs for which an Ethanol Production Facility Class Member is entitled to make a recovery under the Allocation Methodology. An Ethanol

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Production Facility's Compensable Recovery Quantity shall be determined as follows:

2.15.3.1 The Claims Administrator shall (a) determine the number of short tons of DDGs reported as sold on the Ethanol Production Facility's Claim Form in each Marketing Year; (b) multiplying the resulting short tons in each Marketing Year according to a weighted average; and (c) summing the resulting short tons.

2.16 "Complaint" means the Third Amended Class Action Master Complaint, filed as ECF No. 2531 on the MDL No. 2591 master docket, and any amendments of that document from the time of execution of this Agreement up to and including the time the Parties submit this Agreement to the Court pursuant to Section 3.2, including a Fourth Amended Class Action Master Complaint, which Settlement Class Counsel shall seek leave from the Court to file and which shall be attached as an exhibit to the Motion for Preliminary Approval.

2.17 "Corn" means Corn produced in the United States, and/or DDGs resulting from that Corn, priced for sale after September 15, 2013.

2.18 "Court" and "MDL Court" mean the Honorable John W. Lungstrum, or if he is unavailable, another judge of the United States District Court for the District of Kansas presiding over *In re Syngenta AG MIR 162 Corn Litigation*, MDL No. 2591.

2.19 "DDGs" means Dried Distillers Grains produced by Ethanol Production Facilities as a byproduct of ethanol production and priced for sale after September 15, 2013.

2.20 "Escrow Account" means the escrow account to be established by orders of the Court and to be administered by the Claims Administrator under the direction and jurisdiction of the Court to hold the Gross Settlement Proceeds. The Parties shall move the Court to establish the

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Escrow Account as a “Qualified Settlement Fund” within the requirements of Treas. Reg. § 1.468(B)-1(c), and the Parties shall for all purposes treat the Escrow Account as a Qualified Settlement Fund established and operated in accordance with the requirements and purposes of that regulation.

2.21 “Ethanol Production Facility” means all ethanol plants, biorefineries, or other entities in the United States that during the Class Period produced or purchased DDGs in the United States and priced those DDGs for sale.

2.22 “Excluded Exporter” means Archer Daniels Midland Company, Bunge North America, Inc., Cargill, Incorporated, Cargill, International SA, Louis Dreyfus Company, BV, Louis Dreyfus Company, LLC, Louis Dreyfus Company Grains Merchandising, LLC, Gaviola Grain, LLC, Trans Coastal Supply Company, Inc., Agribase International Inc., or the DeLong Co. Inc., and their respective parent(s) and each of their predecessors, affiliates, assigns, successors, related companies, subsidiary companies, holding companies, insurers, reinsurers, current and former attorneys, and their current and former members, partners, officers, directors, agents, and employees, in their capacity as such, any licensees, distributors, retailers, seed dealers, seed advisors, other resellers, and their insurers, and affiliates, in their capacity as such. Excluded Exporter does not include, however, any Grain Handling Facilities or Ethanol Production Facilities except those operated, owned (in whole or in part, directly or indirectly), or administered by one of the entities specifically listed in this paragraph.

2.23 “Execution Date” means the date on which this Agreement is fully executed by the Parties.

2.24 “Fairness Hearing” means the hearing conducted by the Court in connection with determining the fairness, adequacy, and reasonableness of this Agreement under Fed. R. Civ. P.

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23(e). The date of the Fairness Hearing shall be communicated to Class Members in the Class Notice.

2.25 “Fee and Expense Applications” means the applications by Settlement Class Counsel and other counsel representing Class Members for the award of attorneys’ fees, costs, and expenses to Settlement Class Counsel and other counsel who performed work for the benefit of Class Members and service awards to the Representative Plaintiffs as set forth in Section 7.2 of this Agreement.

2.26 “Fee and Expense Award” means an order of the Court, entered in consultation with and approved by the Honorable David R. Herndon of the United States District Court for the Southern District of Illinois and the Honorable Laurie J. Miller of the Fourth Judicial District Court, County of Hennepin, State of Minnesota, granting, in whole or in part, the Fee and Expense Applications.

2.27 “Final” with respect to this Agreement means one of the following conditions has occurred: (1) if no timely appeal of the Final Approval Order by the Court is taken, then upon expiration of the time for any Class Member to appeal the Final Approval Order; or, (2) if there are any timely appeals of the Final Approval Order, then (i) all appellate courts with jurisdiction affirm the Final Approval Order or (ii) the appeal is dismissed or denied such that the Final Approval Order is no longer subject to further appeal.

2.28 “Final Approval” means the Court’s issuance of an order and judgment granting final approval of this Agreement pursuant to Fed. R. Civ. P. 23(e), such order and judgment granting final approval of this Agreement to be termed the Court’s “Final Approval Order.” Final Approval and the Final Approval Order need not include the Fee and Expense Award.

2.29 “Final Effective Date” means the date upon which the Final Approval Order

approving this Agreement becomes Final.

2.30 “FSA” means the U.S.D.A.’s Farm Service Agency.

2.31 “Grain Handling Facility” means all grain elevators, grain distributors, grain transporters, or any other entities in the United States that during the Class Period (i) purchased Corn and then priced Corn in the United States for sale during the Class Period; and/or (ii) that purchased Corn and then transported, stored or otherwise handled Corn that was priced for sale during the Class Period.

2.32 “Gross Settlement Proceeds” means One Billion Five Hundred and Ten Million U.S. Dollars (\$1,510,000,000.00). The Gross Settlement Proceeds shall include, without limitation, any attorneys’ fees or expenses awarded including but not limited to attorneys’ fees or expenses awarded pursuant to the Fee and Expense Applications, as well as the held and unreimbursed expenses incurred by the Special Masters through the date of this Agreement, as contemplated by the orders appointing the Special Masters, as well as the fees and expenses of the Claims Administrator, Notice Administrator, and the Special Masters in connection with this Agreement for time expended after September 25, 2017. Syngenta shall not, under any circumstances, be responsible for, or liable for, payment of any amount under this Agreement in excess of One Billion Five Hundred Ten Million U.S. Dollars (\$1,510,000,000.00).

2.33 “Handwritten Signature” means the actual signature by the person whose signature is required on the document. Unless otherwise specified in this Agreement, a document requiring a Handwritten Signature may be submitted by an actual original “wet ink” signature on hard copy, or a PDF or other electronic image of an actual signature, but cannot be submitted by an electronic signature within the meaning of the Electronic Records and Signatures in Commerce Act, 15 U.S.C. §§ 7001, et seq., the Uniform Electronic Transactions Act, or their successor acts.

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2.34 (a) “Interest,” when used in connection with a Producer’s acreage or a Producer’s Compensable Recovery Quantity, means (i) the Producer’s financial interest as reflected on a Form FSA 578 for Corn acreage covered by such form or, in the alternative, and only if a Producer’s Corn acreage is not reported on a Form FSA 578 (ii) the Producer’s financial interest as reported on USDA Risk Management Agency (“RMA”) forms related to crop insurance applications, or, in the alternative, and only if a Producer’s Corn acreage is not reported on a Form FSA 578 or RMA Form, (iii) a financial interest in the Corn, as reflected by other proof including, without limitation, variable rent payable to a landlord or other Person based on a share of the Corn crop or proceeds from the sale of Corn. However, any landlord or other Person that receives only a fixed cash amount for renting the land that did not vary with the type, size of, or pricing for the Corn crop does not have an Interest in Corn. To the extent that a conflict arises between an Interest reflected on a Form FSA 578 and a claim for Corn not reported on a Form FSA 578, the Interest reflected by the Form FSA 578 shall control.

(b) “Interest,” when used in connection with a Grain Handling Facility’s Compensable Recovery Quantity, means the quantity of Corn handled by the Grain Handling Facility, otherwise known as the throughput.

(c) “Interest,” when used in connection with an Ethanol Production Facility’s Compensable Recovery Quantity, means the quantity of short tons of DDGs priced for sale by an Ethanol Production Facility.

2.35 “Long-Form Notice” means the long-form notice to Class Members of this Agreement to be submitted to the Court for approval and, once approved by the Court, to be disseminated to Class Members pursuant to the Notice Plan. The Long Form Notice shall be in substantially the form of the proposed Long-Form Notice attached as Exhibit 3.

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2.36 “Marketing Year” means from September 1st to August 31st. For example, Marketing Year 2013 refers to the period from September 1, 2013 to August 31, 2014.

2.37 “MDL Co-Lead Counsel” and “Litigation Class Counsel” means William B. Chaney, Don M. Downing, Scott A. Powell, and Patrick J. Stueve.

2.38 “Minnesota Co-Lead Litigation Class Counsel” means Daniel E. Gustafson and William R. Sieben.

2.39 “Minnesota Co-Lead Litigation Counsel for Individual Plaintiffs” means Frank Guerra, IV and Lewis A. Remele, Jr.

2.40 “Motion for Preliminary Approval” means the motion or motions filed by the Parties pursuant to Fed. R. Civ. P. 23(e) to preliminarily approve this Settlement.

2.41 “Non-Producer” means any Person that is an Ethanol Production Facility or Grain Handling Facility in the United States during the Class Period.

2.42 “Notice Administrator” means BrownGreer PLC. In the event the Notice Administrator can no longer serve for any reason, Settlement Class Counsel and Syngenta shall jointly select a new Notice Administrator. In no event shall the Notice Administrator be a Person other than one agreed upon by Settlement Class Counsel and Syngenta.

2.43 “Notice Plan” means the plan to be approved by the Court for providing Class Notice to the Settlement Class in accordance with Fed. R. Civ. P. 23(e). The Notice Plan shall be in substantially the form of the proposed Notice Plan as set forth in Exhibit 4.

2.44 “Opt-Out” means any Class Member that timely and properly submits a request for exclusion from the Settlement Class in accordance with the procedures set forth in this Agreement and approved by the Court and did not timely and properly revoke its request.

2.45 “Opt-Out Deadline” is the last date on which a Class Member may properly and

timely request to be excluded from the Settlement Class as set forth in the table in Section 4.6.

2.46 “Opt-Out List” means a list compiled by the Claims Administrator of all properly and timely Opt-Outs to be provided to Settlement Class Counsel, Subclass Counsel, Plaintiffs’ Negotiating Committee, and Syngenta within thirty (30) days of the Opt-Out Deadline.

2.47 “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.

2.48 “Plaintiffs’ Negotiating Committee” means Clayton A. Clark, Daniel E. Gustafson, Christopher A. Seeger, and Mikal C. Watts.

2.49 “Preliminary Approval Order” means the order entered by the Court preliminarily approving the Settlement, conditionally (*i.e.*, provisionally) certifying the Settlement Class and Subclasses, appointing Settlement Class Counsel and Subclass Counsel, approving the Allocation Methodology, approving the Notice Plan, appointing the Special Masters, appointing the Notice Administrator, appointing the Claims Administrator, and setting a schedule for the Final Approval process.

2.50 “Producer” means any Person that has an Interest in Corn produced in the United States that was priced for sale during the Class Period, including any owner, operator, landlord, waterlord, tenant, or sharecropper who shares in the risk of producing Corn and who is entitled to share in the Corn crop available for marketing during the Class Period. A landlord who receives a variable rent payable based on a share of the Corn crop or proceeds from the sale of Corn is a Producer. A landlord who receives only a fixed cash amount for renting the land that did not vary with the size of, or pricing for, the Corn crop is not a Producer.

2.51 “Production Capacity” means the total annual production capability in million-

gallons (MMgal) of ethanol of an Ethanol Production Facility.

2.52 “Publication Notice” means the part of the Notice Plan that includes a summary form of electronic and/or print notice of the proposed Settlement to be published in certain hard copy or electronic formats directed at Class Members, subject to approval of the Court, and substantially in the form attached to this Agreement as Exhibit 5.

2.53 “Released Claims” means any and all Claims released by this Agreement as set forth in Section 6.

2.54 “Released Parties” means Syngenta, along with its parent(s) and each of its predecessors, affiliates, assigns, successors, related companies, subsidiary companies, holding companies, insurers, reinsurers, current and former attorneys, and their current and former members, partners, officers, directors, agents, and employees, in their capacity as such, any licensees, distributors, retailers, seed dealers, seed advisors, other resellers, and their insurers, and affiliates, in their capacity as such. Released Parties include, but are not limited to, the Persons listed on Exhibit 6. The Special Masters shall also be included among the Released Parties. The Excluded Exporters are not Released Parties.

2.55 “Representative Plaintiffs” means collectively Mike DaVault, Bradley DaVault, and David DaVault d/b/a DaVault ArkMo Farms (Subclass 1), Steven A. Wentworth (Subclass 1), Charles B. Lex (Subclass 1), Five Star Farms (Subclass 1), Grafel entities (Beaver Creek Farms, Inc., Demmer Farms, Inc., Grafel Farms, LLC, and D. and S. Grain & Cattle Co.) (Subclass 1), David Polifka (Subclass 1), David Polifka Revocable Living Trust (Subclass 1), Bottoms Farms Partnership (Subclass 1), JPPL, Inc. (Subclass 1), NEBCO, Inc. (Subclass 1), TRIPLE BG Partnership (Subclass 1), David Schwaninger (Subclass 1), Kaffenbarger Farms, Inc. (Subclass 1), Bieber Farm (Subclass 1), Rolling Ridge Ranch, LLC (Subclass 1), Grant Annexstad (Subclass 1),

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Roger Ward (Subclass 1), Leroy Edlund (Subclass 1), Charles Cobb (CE Cobb Farms) (Subclass 2), Robert & Todd Niemeyer (Custom Farm Services LLC) (Subclass 2), Marvin Miller (Subclass 2), Kruseman Fertilizer Company (Subclass 3), and Al-Corn Clean Fuel, LLC (Subclass 4).

2.56 “RMA Data” means data collected by various insurance entities related to crop insurance and submitted to the USDA or other government entity.

2.57 “Settlement Claim” means a claim made by a Class Member under this Agreement.

2.58 “Settlement Class Counsel” means, subject to Court approval, Daniel E. Gustafson, Christopher A. Seeger, and Patrick J. Stueve.

2.58.1 “Viptera / Duracade Subclass Counsel” means, subject to Court approval, Lynn R. Johnson who is counsel for Subclass 2.

2.58.2 “Grain Handling Facility Subclass Counsel” means, subject to Court approval, Kenneth A. Wexler who is counsel for Subclass 3.

2.58.3 “Ethanol Production Facility Subclass Counsel” means, subject to Court approval, James E. Cecchi who is counsel for Subclass 4.

2.59 “Settlement Fund” means the Gross Settlement Proceeds deposited into the Escrow Account.

2.60 “Settlement Process” means the process set forth in this Agreement for the submission and evaluation of Claim Forms and the allocation of payments from the Settlement Fund to Class Members.

2.61 “Settlement Website” means the website under the Uniform Resource Locator (URL) www.CornSeedSettlement.com, which is established and maintained by Settlement Class Counsel through the Claims Administrator, as directed by the Preliminary Approval Order approved by the Court.

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2.62 “Signature” means the actual signature by the person whose signature is required on the document. Unless otherwise specified in this Agreement, a document requiring a Signature may be submitted by: (i) an actual original “wet ink” signature on hard copy; (ii) a PDF or other electronic image of an actual signature; or (iii) an electronic signature within the meaning of the Electronic Records and Signatures in Commerce Act, 15 U.S.C. §§ 7001, et seq., the Uniform Electronic Transactions Act, or their successor acts.

2.63 “Special Masters” mean Ellen K. Reisman and Hon. Daniel Stack (ret.).

2.64 “Storage Capacity” means the number of Corn bushels that can be stored or transported in existing cars, trucks, bins, elevators, and similar structures owned or operated by a Grain Handling Facility.

2.65 “Syngenta” means Syngenta AG, Syngenta Corporation, Syngenta Crop Protection AG, Syngenta Crop Protection LLC., and Syngenta Seeds, LLC (f/k/a Syngenta Seeds, Inc.), collectively with all of their affiliates and predecessor and successor entities.

2.66 “United States” means the fifty (50) federated states, the District of Columbia, and all U.S. Territories.

2.67 “USDA” means the United States Department of Agriculture.

3. SETTLEMENT TERMS

3.1 Commitment to Support Agreement

3.1.1 The Parties agree that it is in the Class Members’ and their best interests to consummate this Agreement and to cooperate with each other and to take all actions reasonably necessary to obtain Court approval of this Agreement and entry of the orders of the Court and other courts that are required to implement its provisions. The Parties also agree to support this Agreement

in accordance with and subject to the provisions of this Agreement.

3.2 Preliminary Approval of Settlement

3.2.1 Settlement Class Counsel shall file a Motion for Preliminary Approval and a motion for the conditional (*i.e.*, provisional) certification of the Settlement Class with the Court within fourteen (14) days after the Execution Date.

3.3 Notice to Putative Class Members

3.3.1 After the Court has entered the Preliminary Approval Order, notice to Class Members shall be disseminated in such form and manner as the Court shall direct. Instructions to access the Settlement Website and electronically submit the applicable Claim Form(s) shall be included with the copy of the Class Notice disseminated to putative Class Members and posted on the Settlement Website. A hard copy of the applicable Claim Form(s) shall be made available upon request by the Claims Administrator.

3.3.2 Settlement Class Counsel and the Notice Administrator shall be responsible for identifying names and addresses of Class Members. Subclass Counsel and Plaintiffs' Negotiating Committee shall provide identifying names and addresses of Class Members they represent.

3.4 Cost of Notice

3.4.1 All costs in connection with implementing the Notice Plan shall be paid from the Settlement Fund; and, once paid shall not be refundable in the event that the Settlement does not become Final, provided, that Syngenta shall be entitled to a refund of any advancement of notice costs that are unused, if any.

3.5 Limited Certification of Settlement Class Only

3.5.1 Syngenta conditionally agrees and consents to certification of the Settlement Class and related Subclasses for settlement purposes only, and within the context of this Agreement only. The Parties' willingness to enter into this Agreement is not an admission as to the propriety or impropriety of any litigation class in this or any other litigation. Except as to the particular Settlement Class and related Subclasses defined in this Agreement, and for the limited purposes of this Agreement, no Party or other litigant shall use any Party's consent to this Agreement as the basis for arguing that any litigation class in this matter may or may not be certified.

3.6 Agreement Not Admissible

3.6.1 Except as set forth in Section 9.12, neither this Agreement nor any statement, transaction, or proceeding in connection with the negotiation, execution, or implementation of this Agreement is intended to be or may be construed as or deemed to be evidence of an admission or concession by Syngenta of any (i) liability or wrongdoing or of the truth of any allegations in the Complaint against Syngenta, or (ii) infirmity of, or strength of any alleged defense against, the allegations in the Complaint; and neither this Agreement nor any statement, transaction, or proceeding in connection with the negotiation, execution, or implementation of this Agreement shall be admissible in evidence for any such purpose in any proceeding. The Parties' consent to this Settlement is contingent upon this Agreement becoming

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Final. If this Agreement, for any reason, does not become Final or is otherwise terminated, the Parties reserve their respective rights to reassert all of their claims, allegations, objections, and defenses to certification of any class for litigation purposes, and the Parties further agree that none of them shall offer this Agreement, nor any statement, transaction, or proceeding in connection with the negotiation, execution, or implementation of this Agreement, as evidence in support of or opposition to a motion to certify any litigation class or for any other litigation purpose.

3.7 Terms of Recovery/Consideration for Settlement Process

3.7.1 Escrow Account and Settlement Fund

3.7.1.1 In full and final settlement of the Released Claims of Class Members, Syngenta agrees to fund the Gross Settlement Proceeds into the Escrow Account. Upon the Final Effective Date of this Agreement, Syngenta shall have no right of reversion in the Gross Settlement Proceeds. In the event, however, that this Agreement, for any reason, does not become Final, that there is no Final Effective Date, or this Agreement is otherwise terminated, Syngenta shall be entitled to a refund of the portion of the Gross Settlement Proceeds that it has deposited into the Escrow Account, minus any amounts that have then been incurred for the fees and expenses of the Claims Administrator and the Notice Administrator, as well as unreimbursed expenses of the Special Masters.

3.7.1.2 Within thirty (30) days after this Agreement has been fully executed,

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Syngenta shall deposit Two Hundred Million U.S. Dollars (\$200,000,000) of the Gross Settlement Proceeds into the Escrow Account, a portion of which shall be used to pay the fees and expenses of the Claims Administrator and the Notice Administrator, as well as the Class Notice as approved by the Court.

3.7.1.3 Before March 31, 2018, Syngenta shall deposit an additional Two Hundred Million U.S. Dollars (\$200,000,000) of the Gross Settlement Proceeds into the Escrow Account.

3.7.1.4 Beginning with the quarter ending March 31, 2018 and until this Agreement is terminated or until Syngenta has fully deposited the Gross Settlement Proceeds into the Escrow Account, Syngenta shall produce, on request, copies of quarterly financial statements, in the form of interim consolidated financial statements, prepared in the ordinary course of business to Settlement Class Counsel, Subclass Counsel, and Plaintiffs' Negotiating Committee. Such financial statements shall not be disclosed to anyone other than Settlement Class Counsel, Subclass Counsel, and Plaintiffs' Negotiating Committee.

3.7.1.5 Within thirty (30) days after the entry of the Final Approval Order or April 1, 2019, whichever is later, Syngenta shall deposit the remainder of the Gross Settlement Proceeds into the Escrow Account.

3.7.1.6 Syngenta's deposits of the Gross Settlement Proceeds into the

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Escrow Account shall constitute the Settlement Fund and the Settlement Fund shall be used for purposes of meeting the obligations under this Agreement.

3.7.1.7 Syngenta's payment of the Gross Settlement Proceeds shall relieve Syngenta of any liability with respect to the authentication of Settlement Claims, the allocation of the Gross Settlement Proceeds among the Class Members and the timing and method of Settlement Fund distributions.

3.7.1.8 No portion of the Gross Settlement Proceeds shall be distributed from the Escrow Account prior to the Final Effective Date with the exception of the fees and expenses of the Claims Administrator, the Notice Administrator, and the Special Masters.

3.7.2 Allocation Methodology

3.7.2.1 Payments of settlement compensation to Class Members and the relevant Subclasses shall be made from the Settlement Fund and in accordance with the following Allocation Methodology:

(a) All costs of Settlement administration (including, but not limited to, costs related to Class Notice, the fees and expenses of the Claims Administrator, Notice Administrator, and the Special Masters), as approved by the Court, and the Fee and Expense Award and unreimbursed Special Master expenses, as approved in orders issued by the Court, shall be deducted from the Settlement Fund;

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(b) The remainder of the Settlement Fund shall be distributed to Class Members as follows:

(i) To the members of Subclass 2 (Producers who purchased and planted Agrisure Viptera and/or Agrisure Duracade Corn Seed): on a pro rata basis based on each Class Member's approved Compensable Recovery Quantity. The total amount of the Settlement Fund available to members of Subclass 2 shall be capped at Twenty Two Million Six Hundred Thousand U.S. Dollars (\$22,600,000) or at a number below Twenty Two Million Six Hundred Thousand U.S. Dollars (\$22,600,000) that ensures that the average per-bushel recovery of Subclass 2 shall not exceed the average per-bushel recovery of the members of Subclass 1.

(ii) To the members of Subclass 3 (Grain Handling Facilities): on a pro rata basis based on each Class Member's approved Compensable Recovery Quantity. The total amount of the Settlement Fund available to members of Subclass 3 shall be Twenty Nine Million Nine Hundred Thousand U.S. Dollars (\$29,900,000).

(iii) To the members of Subclass 4 (Ethanol Production Facilities): on a pro rata basis based on each Class Member's approved Compensable Recovery Quantity. The total

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amount of the Settlement Fund available to members of Subclass 4 shall be Nineteen Million Five Hundred Thousand U.S. Dollars (\$19,500,000).

(iv) To the members of Subclass 1 (Producers who did not purchase and plant Agrisure Viptera and/or Agrisure Duracade Corn Seed): on a pro rata basis based on each Class Member's approved Compensable Recovery Quantity.

The total amount of the Settlement Fund available to members of Subclass 1 shall be the remaining Settlement Funds after deduction of the amounts set forth in Section 3.7.2.1(a) and (b)(i)-(iii).

3.7.3 Recovery for Class Members

3.7.3.1 Class Members who are Producers must submit a Producer Claim Form, under penalty of perjury pursuant to 28 U.S.C. § 1746 that the information provided is true and correct to the best of the Class Members' knowledge, information, and belief. The Producer Claim Form shall include a release bearing the Producer's Signature, which authorizes the U.S. Government to disclose Form FSA 578 data and RMA Data to the Claims Administrator for the 2013-2017 Marketing Years, and such government data shall be the exclusive manner in which a Producer may document an Interest in acreage, unless no Form FSA 578 data (or RMA Data if no Form FSA 578 data exists) exists. If no Form FSA 578 data (or RMA Data if no

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Form FSA 578 data exists) exists for a particular farm or farms, Class Members that are Producers must complete and submit an additional section of the Claim Form providing information that mirrors the information contained on Form FSA 578 and also declaring that no Form FSA 578 or RMA Data exists with respect to that acreage. Class Members who are Producers and who fail to submit signed releases authorizing the government to disclose Form FSA 578 data (or RMA Data) to the Class Administrator or, for Producers for whom no Form FSA 578 data (or RMA Data) exist, or who otherwise fail to properly complete the Claim Form(s), shall have such Claim Form(s) rejected and returned for resubmission under the procedures established and agreed to by the Parties and the Claims Administrator and approved by the Court. All disputes over the adequacy or timeliness of the Claim Forms, whether based on an initial submission or resubmission pursuant to Section 3.7.3.3, shall first be decided by the Claims Administrator. Anyone aggrieved by the decision of the Claims Administrator may appeal that decision to the Special Masters under procedures to be established and agreed to by the Parties for such appeals, provided that the Special Masters' decision shall be final, non-appealable, and not subject to further review.

3.7.3.2 Grain Handling Facilities and Ethanol Production Facilities must submit Grain Handling Facility Claim Forms or Ethanol Production

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Facility Claim Forms, respectively, under penalty of perjury pursuant to 28 U.S.C. § 1746 that the information provided is true and correct to the best of the Class Members' knowledge, information, and belief, and shall be required to produce true, accurate, and authentic business records documenting (1) Storage Capacity, if a Grain Handling Facility; (2) Production Capacity, if an Ethanol Production Facility; (3) the number of Corn bushels purchased per Marketing Year; (4) the number of Corn bushels sold per Marketing Year (if any); and (5) the number of short tons of DDGs sold per Marketing Year (if any). The Claim Form must bear the Signature of the authorized business representative. Class Members that are Non-Producers that fail to submit true, accurate, and authentic business records reflecting the foregoing items of information or that otherwise fail to properly complete the Claim Form(s) shall have such Claim Form(s) rejected and returned for resubmission under the procedures established and agreed to by the Parties and the Claims Administrator and approved by the Court. All disputes over the adequacy or timeliness of the Claim Forms shall first be decided by the Claims Administrator. Anyone aggrieved by the decision of the Claims Administrator may appeal that decision to the Special Masters under procedures to be established and agreed to by the Parties for such appeals, provided

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that the Special Masters' decision shall be final, non-appealable, and not subject to further review.

3.7.3.3 Rejected Claim Forms must be corrected and resubmitted within thirty (30) days after the Claims Administrator has issued notice of rejection describing the reasons why the Claim Form was rejected. If a Class Member that is required to resubmit a rejected Claim Form does not timely resubmit a corrected Claim Form, the Class Member's Settlement Claim shall be rejected. If, after a second submission, the Class Member has not provided a complete and supported Claim Form sufficient in the determination of the Claims Administrator to establish an entitlement to a recovery under this Agreement and the Allocation Methodology, as required under Section 3.7.2, and as applicable to that Class Member, the Class Member's Settlement Claim shall be rejected. Rejected Settlement Claims shall not be eligible to recover from the Settlement Fund but Class Members asserting such Settlement Claims shall otherwise be bound by this Agreement. Anyone aggrieved by the decision of the Claims Administrator may appeal that decision to the Special Masters under procedures to be established and agreed to by the Parties for such appeals, provided that the Special Masters' decision shall be final, non-appealable, and not subject to further review.

3.7.3.4 All statements made in the Claim Form are sworn statements submitted to the Claims Administrator under penalty of perjury that

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the information provided is true and correct to the best of the Class Members' knowledge, information, and belief. All statements and documentary proof submitted in support of a Claim Form are subject to verification, investigation, review, and/or audit by the Claims Administrator. The Claim Form shall also specify that any documents submitted are true, accurate, and authentic copies of documents contemporaneously prepared on or about the date indicated on the document. If the Claims Administrator at any time has reason to believe that a Class Member has made an intentional misrepresentation, omission, or concealment of a material fact in the Claim Form, or has provided fraudulent proof in support of the Class Member's Settlement Claim, the Claims Administrator shall discontinue processing the Settlement Claim and report the alleged intentional misrepresentation, omission, or concealment of material fact and/or alleged fraudulent proof to the Special Masters, the Court, Settlement Class Counsel, and Syngenta. Settlement Class Counsel shall use their best efforts to obtain available USDA data in electronic format, including, without limitation, Form FSA 578 and/or RMA Data, to permit the Claims Administrator to facilitate, supplement, verify, and/or audit claims made by Class Members.

3.7.3.5 The Claims Administrator shall have the authority to modify and/or supplement the Claim Form and any other form required by this Agreement to provide for more efficient administration of the

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Settlement, subject to prior written consent by Settlement Class Counsel and Syngenta, provided that no Class Member who previously completed an earlier iteration of the Claim Form shall be required to submit a new Claim Form.

3.7.4 Timing of Distributions to Class Members

3.7.4.1 No distributions to Class Members shall occur until after the Final Effective Date.

3.7.5 Costs of Settlement Administration

3.7.5.1 All costs of settlement administration shall be paid from the Settlement Fund.

3.8 Most Favored Nations

3.8.1 Syngenta shall not enter into any settlement agreement (other than in the course of trial or following a verdict) relating to any Claims against Syngenta until one year after the Final Effective Date with: (a) an Opt-Out or other Person that has a potential Claim against Syngenta but is not a member of the Settlement Class; (b) on terms more favorable to such Person than the terms of this Agreement; and (c) without the prior written consent of Settlement Class Counsel, Subclass Counsel, and the Plaintiffs' Settlement Negotiation Committee, which consent shall be withheld only in good faith. During this Most Favored Nations ("MFN") period, before executing any settlement relating to any Claims against Syngenta, Syngenta shall give no less than fourteen (14) days written notice to Settlement Class Counsel disclosing the terms of the proposed settlement. This provision

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shall not apply with respect to claims brought by Excluded Exporters.

3.8.2 The sole and exclusive remedy under this Agreement for any actual or alleged violation by Syngenta of the MFN in Section 3.8.1 is an injunction against Syngenta from making the allegedly more favorable payment. Under no circumstances shall monetary damages be sought against or imposed upon Syngenta for any actual or alleged violation of the MFN.

3.8.3 Any application asserting a violation of the MFN and seeking an injunction as described in Section 3.8.1 must be filed by Settlement Class Counsel in the Court. If Settlement Class Counsel withhold their prior written consent as set forth in Section 3.8.1, Settlement Class Counsel may move the Court for an order enjoining Syngenta from proceeding with the settlement agreement relating to Claims that Settlement Class Counsel contend violates the MFN in Section 3.8.1. Syngenta retains the right to respond to and contest any such application.

3.8.4 The Parties to this Agreement agree that Settlement Class Counsel shall be entitled to seek injunctive relief in the Court on behalf of the Settlement Class for any actual or alleged violation of the MFN without the necessity of proving actual loss or posting a bond. Syngenta further agrees that the Settlement Class would be irreparably harmed by reason of a violation of the MFN contained in this Agreement and that any remedy at law for a breach of the MFN would be inadequate.

3.9 Settlement Statistics, Preliminary Report, Final Report, and Potential Audit Process.

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3.9.1 Throughout the Settlement Process, the Claims Administrator, and the Notice Administrator, if necessary, shall compile and make available to Settlement Class Counsel, Subclass Counsel, Plaintiffs' Negotiating Committee, Syngenta, and the Special Masters, at their request, reports containing summary statistics detailing the implementation of the Settlement Process. Such reports shall include information regarding the status of the Settlement Process including, without limitation, the Claims Administrator's fees and expenses, the number of proper and timely Opt-Outs, the number and type of Claim Forms received, the number and type of Claim Forms fully processed, the number and type of Claims Forms in process, the number and type of Claim Forms rejected and the reason for same, the number and type of Claim Forms determined by the Claims Administrator to be deficient, and if deficient, the number to have been timely cured, and the number of payments issued pursuant to the Settlement Process. Settlement Class Counsel or Syngenta may request an independent person, to be appointed by the Court and compensated from the Settlement Fund, to audit the work of the Claims Administrator. This audit shall be limited to verifying the billing and/or the accuracy of the work performed by the Claims Administrator.

3.9.2 The Claims Administrator shall issue a Claims Administrator's Preliminary Report and a Claims Administrator's Final Report. The Claims Administrator shall issue the Claims Administrator's Preliminary Report as soon as possible but no later than sixty (60) days after the Claims Deadline;

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however, if the volume and timing of submissions close to the Claims Deadline warrants an extension of time to permit its review of submitted and resubmitted Claim Forms pursuant to Section 3.7.3.3, the Claims Administrator may request an extension, which must be approved by Settlement Class Counsel and Syngenta. Based on a clearly erroneous factual determination standard, any Party may appeal within thirty (30) days after the Claims Administrator's issuance of the Preliminary Report; and within thirty (30) days after such appeal, the Special Masters shall make a final and non-appealable determination of any issues presented on appeal and report the determination to Settlement Class Counsel, Subclass Counsel, Plaintiffs' Negotiating Committee, Syngenta, the Court, and the Claims Administrator, which reports shall be binding on the Representative Plaintiffs, Class Members, Syngenta, and the Claims Administrator. Then, after all appeals to the Special Masters, if any, are complete, the Claims Administrator shall issue within thirty (30) days the Claims Administrator's Final Report, which shall be submitted to the Court for approval.

3.10 No Duplicative Recovery

3.10.1 Under no circumstances shall a Class Member be entitled under this Agreement to receive duplicative recovery for the same alleged Interest, injury, damages, or for any other compensation for which the Class Member or a different Class Member within the same Subclass, or an Opt-Out, has already been compensated in any action, proceeding, compromise or settlement. Nothing herein, however, shall prevent a Class Member who

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has multiple, distinct Interests, including Producer and Non-Producer Interests, from receiving non-duplicative compensation for each such Interest, pursuant to the terms of the Allocation Methodology.

3.11 Stay and Resumption of Proceedings

3.11.1 Counsel for the Parties shall (1) file a joint request, contemporaneous with the filing of the Motion for Preliminary Approval as set forth in Section 3.2.1, for a stay of all proceedings in the MDL Actions as related to the Released Parties (including requesting that any applicable courts defer all trial dates set in any of the Class Members' cases and deferring or holding in abeyance any currently pending motions and discovery), and shall (2) seek an order from the Court prohibiting the prosecution of any pending or subsequently filed litigation by Class Members, and (3) obtain a stay of any other proceedings asserting any of the Released Claims, including, without limitation, the actions listed on the attached Exhibit 1. Proceedings in the Court arising out of and relating to this Agreement, and any other proceeding necessary to effectuate this Agreement in any other action shall be excepted from the stay. In the event the Court does not give Final Approval to this Agreement, the Final Effective Date does not occur, or this Agreement is otherwise terminated, the Parties agree that all stayed proceedings shall resume in a reasonable manner.

3.12 Entry of Final Judgment

3.12.1 If the Court gives Final Approval to this Agreement following the Fairness Hearing, Settlement Class Counsel and Syngenta shall jointly request that

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the Court enter a Final Approval Order, including the Court's express determination under Fed. R. Civ. P. 54(b) that there is no just reason for delay and directing that orders of dismissal with respect to all Claims by Class Members be deemed as final judgments.

3.13 Public Statements and Websites

3.13.1 Settlement Class Counsel, Subclass Counsel, Plaintiffs' Negotiating Committee, and Syngenta and its counsel agree not to make any false or misleading statements in any form regarding the Settlement. Settlement Class Counsel, Subclass Counsel, and Plaintiffs' Negotiating Counsel also agree to seek prior approval from Syngenta regarding any press releases, notices, or public statements about Syngenta or Agrisure Viptera, and/or Agrisure Duracade products, aside from those that describe the Settlement. Approval of such press releases, notices or any other public statements shall not be unreasonably withheld. Nothing in this provision shall prevent Settlement Class Counsel, Subclass Counsel, or Plaintiffs' Negotiating Committee from describing their role in this litigation or from communicating privately with Class Members other than those known by Class Counsel to be previously represented by an attorney in the course of giving legal advice regarding the terms of this Agreement or otherwise in the course of their representation of the Settlement Class. Settlement Class Counsel, Subclass Counsel, and Plaintiffs' Negotiating Committee shall provide counsel for Syngenta (as identified in Sections 4.4.1 and 9.11) at least four days' notice of any public filing or statement regarding Syngenta,

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Agrisure Viptera, and/or Agrisure Duracade products with the exception of those that describe this Agreement and those that describe their role in this litigation or communicate privately with Class Members in the course of giving legal advice regarding the terms of this Agreement or otherwise in the course of their representation of the Settlement Class.

3.13.2 Settlement Class Counsel, Subclass Counsel, and Plaintiffs' Negotiating Committee agree that as part of the Motion for Preliminary Approval, they shall seek an order directing that all websites that seek to attract, advise, inform or otherwise provide information or solicitation of any Class Member shall be taken down or modified to conform exactly to the information contained in the Court-approved Notice Plan and shall link to the Court-approved website at www.CornSeedSettlement.com. The Parties agree also to seek similar orders, if necessary, in the Related Actions. No false or misleading statements in any form regarding the Settlement shall be permitted.

3.14 CAFA Notices

3.14.1 Within ten (10) days after submission of this Agreement to the Court, Syngenta, with the aid of the Claims Administrator, shall serve notices of the Settlement on state and federal regulatory authorities as required by Section 3 of the Class Action Fairness Act of 2005, 28 U.S.C. § 1715 ("CAFA Notices"). Syngenta shall simultaneously serve copies of the CAFA Notices on Settlement Class Counsel, Subclass Counsel, and the Plaintiffs' Negotiating Committee. In the event that a state or federal

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official raises concerns about the Settlement, the Parties and their counsel agree to work together in good faith to resolve those concerns.

3.15 Motion for Final Approval of the Settlement

3.15.1 Settlement Class Counsel shall file a motion with the Court seeking an order granting final approval of this Agreement pursuant to Fed. R. Civ. P. 23 (the “Motion for Final Approval”), together with a declaration from the Notice Administrator (with respect to the provision of the Class Notice) and from the Claims Administrator (regarding the Settlement Process), by the Motion for Final Approval Deadline as set forth in Section 4.6.1. Settlement Class Counsel and other counsel representing Class Members shall file the Fee and Expense Applications at least thirty (30) days before the deadline to object to the Settlement or as otherwise ordered by the Court.

4. SETTLEMENT ADMINISTRATION

4.1 Claims Administrator

4.1.1 The Claims Administrator may retain claim officers, experts, and/or advisors as are reasonably necessary to carry out the duties of the Claims Administrator. The administration of the Settlement Fund, the Settlement Process and Allocation Methodology procedures shall be subject to the Court’s supervision and remain at all times under the exclusive and continuing jurisdiction of the Court. The Claims Administrator shall issue reports as requested by Settlement Class Counsel and Syngenta regarding its activities, fees and expenses, and other procedures. Settlement Class Counsel, Subclass Counsel, Plaintiffs’ Negotiating Committee, or Syngenta

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may raise by written objection filed with the Court any challenge to the procedures instituted by, or the fees and expenses of, the Claims Administrator with respect to the administration of the Settlement Fund. The Claims Administrator shall be responsible for disseminating information to Class Members concerning settlement procedures, among other ways, by establishing a website and a toll-free telephone number. Settlement Class Counsel, Subclass Counsel, Plaintiffs' Negotiating Counsel, and Syngenta, and their respective agents and consultants may also disseminate information about the Settlement and the Settlement Process that is fully consistent with the Court's approved Notice Plan and Section 3.13 above and not in any way false or misleading.

4.2 Notice

4.2.1 The Notice Plan shall satisfy Rule 23 of the Federal Rules of Civil Procedure and be subject to the Court's approval.

4.2.1.1 As described in Section 3.7.1.2, Syngenta shall advance into the Escrow Account amounts sufficient to pay the costs to implement the Notice Plan. Thereafter, Settlement Class Counsel in consultation with Syngenta and with the aid of the Notice Administrator, in accordance with Fed. R. Civ. P. 23(e), the Due Process clause of the United States Constitution, and the Preliminary Approval Order, shall provide all Class Members that can be identified by reasonable means with the best notice practicable under the circumstances. Such notice shall include, without

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limitation, direct mail notice, publication on the Settlement Website, and additional publication and other notice as set forth in the Notice Plan.

4.2.1.2 As directed by the Preliminary Approval Order, Settlement Class Counsel, through the Claims Administrator, shall establish and maintain the Settlement Website, on which at least the relevant pleadings, settlement documents, any applicable deadlines, and the Long-Form Notice shall be posted in order to provide information to the Settlement Class of the proposed Settlement. Settlement Class Counsel shall notify Syngenta's counsel of the date the Long-Form Notice shall be issued to the Settlement Class at least five (5) days prior to the date of issuance.

4.2.1.3 Settlement Class Counsel, through the Claims Administrator, also shall cause the Publication Notice to be published to the Class Members as contained in the Notice Plan and as directed by the Preliminary Approval Order.

4.2.2 All notice contemplated under this Agreement and the Notice Plan shall be issued and completed by the time set forth in Section 4.6, unless otherwise ordered by the Court.

4.3 Opting Out of the Settlement Class

4.3.1 Each Class Member may, at its option, elect to opt out of the Settlement. Any Class Member that wishes to opt out of the Settlement must do so, in writing, by mailing a request for exclusion to the Claims Administrator

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signed by the Class Member (the “Opt-Out Request”). Any such request must be sent to the Claims Administrator and postmarked by the Opt-Out Deadline.

4.3.2 The request to opt out must:

- bear the Handwritten Signature of the Class Member seeking to opt out, or in the case of any Class Member that is a minor, incapacitated, incompetent or deceased person, or not a natural person, by any natural person who can legally bind the Class Member (except that an attorney engaged to represent the Class Member in litigation against Syngenta cannot sign for any Class Member);
- set out the Class Member’s full legal name (or entity name, if applicable), valid mailing address, nine-digit social security or employer identification number (if an entity), functioning telephone number, and the address of the farm(s), whose Corn priced for sale after September 15, 2013 was allegedly impacted by Agrisure Viptera and/or Agrisure Duracade Corn Seed;
- state that the Class Member has reviewed and understood the Class Notice and chooses to be excluded from the Settlement Class and understands that, by opting out, the Class Member shall not share in any recovery obtained by judgment on behalf of the Settlement Class;
- provide the name of and contact information for the Class Member’s attorney, if represented;
- indicate whether, during the Class Period, the Class Member (a) owned any Interest in Corn in the United States priced for sale after September 15, 2013, (b) was an Ethanol Production Facility, or (c) was a Grain Handling Facility;
- if during the Class Period the Class Member owned an Interest in Corn in the United States priced for sale after September 15, 2013, provide information establishing that Interest either by (a) consenting to the release of government records including Form FSA 578 and RMA Data for each year from 2013-2017 related to any Corn crop in which the Class Member has an Interest or (b) certifying by penalty of perjury, based on the Class Members’ knowledge, information, and belief, the number of planted Corn acres for each calendar year from 2013-2017 and the Class

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Member's share of Corn planted on those acres in which the Class Member has an Interest; and

- if a Non-Producer, identify and produce business records demonstrating (a) the number of Corn bushels purchased per Marketing Year; (b) the number of Corn bushels priced for sale after September 15, 2013 and for each Marketing Year (if any); (c) the number of short tons of DDGs priced for sale after September 15, 2013 and for each Marketing Year (if any); (d) if a Grain Handling Facility, its total Storage Capacity; or (e) if an Ethanol Production Facility, its total Production Capacity.

4.3.3 No person or entity or other Class Member may opt-out the Interest of, or on behalf of, any other Class Member.

4.3.4 All requests to opt out that fail to satisfy the requirements of this Section, as well as any additional requirements that the Court may impose, shall be void. No class-wide, mass opt-outs, or opt-outs signed by attorneys are permitted under this Agreement.

4.3.5 Any Class Member that chooses to opt out of the Settlement may rescind or revoke such decision by submitting a timely revocation in writing to the Claims Administrator. Any such revocation must be postmarked by the Opt-Out Deadline and signed by the Class Member, unless Settlement Class Counsel and Syngenta mutually agree to accept the revocation and to permit the Class Member to submit a Settlement Claim after the Opt-Out Deadline.

4.3.6 Any Class Member that does not properly and timely submit a request to opt out as required in this Agreement shall be deemed to have waived all rights to opt out and shall be deemed a member of the Settlement Class for all purposes under this Agreement.

4.4 Objecting to the Settlement

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4.4.1 Any Class Member that does not timely and properly opt out of the Settlement may object to the fairness, reasonableness, or adequacy of the proposed Settlement under Federal Rule of Civil Procedure 23. Each Class Member that wishes to object to any term of this Agreement must do so, in writing, by filing a written objection with the Clerk of the Court and mailing it to Settlement Class Counsel and counsel for Syngenta at the addresses set forth below:

Settlement Class Counsel:

Daniel E. Gustafson
Gustafson Gluek, PLLC
120 S. 6th Street, Suite 2600
Minneapolis, MN 55402

Christopher A. Seeger
Seeger Weiss LLP
77 Water Street
New York, NY 10005

Patrick J. Stueve
Stueve Siegel Hanson LLP
460 Nichols Road, Suite 200
Kansas City, MO 64112

Counsel for Syngenta:

Leslie M. Smith, P.C.
Kirkland & Ellis LLP
300 North LaSalle Street
Chicago, IL 60654

4.4.2 Settlement Class Counsel and/or counsel for Syngenta shall provide notice of any objections to Subclass Counsel and Plaintiffs' Negotiating Committee.

4.4.3 Any such objection must be postmarked by the deadline for filing objections and under the procedures established by the Court. Any such objection must (a) attach copies of any materials that shall be submitted to the Court or presented at the Fairness Hearing; (b) be personally signed by the Class

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Member and, if represented, by his/her/its counsel; (c) include information or documents sufficient to show that the objector is a Class Member; and (d) clearly state in detail (i) the legal and factual ground(s) for the objection, (ii) the Class Member's name, mailing address, email address, and telephone number, (iii) if represented by counsel, such counsel's name, email address, mailing address and telephone number, and (iv) any request to present argument to the Court at the Fairness Hearing.

4.4.4 Any objection that fails to satisfy the requirements of this Section, or that is not properly and timely submitted, shall be deemed void and waived unless otherwise ordered by the Court. The Court shall make the final determination if any objection complies with the requirements of this Section. Any Party may respond to any objection by the date as ordered by the Court.

4.5 Requests to Appear at Final Approval Hearing

4.5.1 Any Class Member that wishes to appear and be heard in person or by counsel at the Fairness Hearing must make such request by notifying the Court and the Parties' respective counsel at the addresses set forth in Section 4.4.1 of this Agreement, subject to the discretion of the Court. Any such request must be filed with the Clerk of the Court and postmarked no later than thirty (30) days prior to the Fairness Hearing, or as otherwise ordered by the Court, and must state the name, address, and telephone number of the Class Member, as well as the name, address, and telephone number of the person that shall appear on his or her behalf. Any request for appearance

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that fails to satisfy the requirements of this Section, or that has otherwise not been properly or timely submitted, shall be deemed ineffective and a waiver of such Class Member's rights to appear and to comment on the Settlement at the Fairness Hearing. Only the Parties, Class Members, or their counsel may request to appear and be heard at the Fairness Hearing. Persons or entities that opt out may not request to appear and be heard at the Fairness Hearing.

4.6 Deadlines

4.6.1 Unless otherwise ordered by the Court, the following deadlines shall apply.

In the case of a discrepancy between the table below and the text of this Agreement, the dates in the following table control:

ACTION	TIMING
Filing of Motion of Preliminary Approval	14 days after Execution Date
CAFA Notice Deadline	10 days after the Motion for Preliminary Approval Is Filed
First Mailing of Class Notice	10 days after issuance of the Preliminary Approval Order
First Installment of Gross Settlement Proceeds Paid into Escrow	30 days after Execution Date
Opt-Out Deadline	90 days after First Mailing of Class Notice
Opt-Out List	30 days after the Opt-Out Deadline

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ACTION	TIMING
Notice Completion Date	150 days after First Mailing of Class Notice
Claims Deadline	150 days after First Mailing of Class Notice
Syngenta Walk Away Deadline	30 days after receipt of the Opt-Out List, unless otherwise extended
Motion for Final Approval Deadline	14 days after Syngenta Walk Away Deadline
Fee and Expense Applications Deadline	30 days before Objection Filing Deadline
Objection Filing Deadline	As determined by the Court
Objection Response Deadline	30 days after Objection Filing Deadline
Second Installment of Gross Settlement Proceeds Paid into Escrow Account	On or before March 31, 2018
Final Installment of Gross Settlement Proceeds Paid into Escrow Account	The later of April 1, 2019 or within 30 days after entry of the Final Approval Order

4.7 Retention of Records

4.7.1 The Claims Administrator shall retain all Claim Forms, and all records of allocation and payments under the Allocation Methodology, for a period of five (5) years from the Final Effective Date of the Agreement or as ordered by the Court.

5. EXCLUSIVE REMEDY/DISMISSAL OF CLAIMS/JURISDICTION

5.1 Limitation on Released Party Liability

5.1.1 No Released Party shall be subject to liability or expense of any kind to any Class Member or their respective counsel related to the Released Claims except as provided in this Agreement.

5.2 Dismissal of Claims

5.2.1 The Parties agree that upon the Final Effective Date of this Agreement, all Released Claims shall be dismissed with prejudice in accordance with the Final Approval Order entered by the Court.

6. RELEASES AND RESERVATIONS

6.1 Released Claims

6.1.1 In consideration of the benefits described and the provisions contained in this Agreement, the Class Releasers promise, covenant, and agree that, upon the Final Effective Date and by operation of the Final Approval Order, the Class Releasers shall release and forever discharge the Released Parties from any liability for all claims of any nature whatsoever in law or in equity, past and present, and whether known or unknown, suspected or claimed, relating to or arising under any federal, state, local, or international statute, regulation, or law (including state consumer fraud, warranty, unjust enrichment laws, codal law, adjudication, quasi-adjudication, tort claims, contract claims, actions, causes of action, declaratory judgment actions, cross-claims, counterclaims, third-party claims, demands, and claims for damages, compensatory damages, liquidated damages, punitive damages, exemplary damages, multiple damages, and other noncompensatory damages or penalties of any kind, fines, equitable relief, injunctive relief, conditional or other payments or interest of any type, debts, liens, costs, expenses and/or attorneys' fees, interest, or liabilities) that have been or could have been brought in connection with the development, introduction,

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production, distribution, sale, marketing, and efforts to gain regulatory approval of Agrisure Viptera and/or Agrisure Duracade Corn Seed, and including, but not limited to, any Claim based on the alleged decrease in price of Corn, soy, milo, DDGs, or any other commodity, grain re-direction costs, or any other form of alleged harm or damage, subject only to the express exceptions listed in the Reservation of Claims and Rights in Section 6.2 below.

6.1.2 All Class Releasors covenant and agree that they shall not hereafter seek to sue or otherwise establish liability against any Released Parties based, in whole or in part, on any of the Released Claims. Each Class Releasor expressly waives and fully, finally, and forever settles and releases any known or unknown, suspected or unsuspected, contingent or non-contingent Released Claims without regard to the subsequent discovery or existence of different or additional facts. The Parties shall cooperate and assist one another in defending against and obtaining the dismissal of any claims brought by Persons seeking to assert claims released under this Agreement.

6.1.3 IN ADDITION, EACH CLASS RELEASOR HEREBY EXPRESSLY WAIVES AND RELEASES, UPON THE FINAL EFFECTIVE DATE, ANY AND ALL PROVISIONS, RIGHTS, AND BENEFITS CONFERRED BY ANY STATUTE, LAW OR PRINCIPLE OF COMMON LAW, WHICH IS SIMILAR, COMPARABLE, OR EQUIVALENT TO § 1542 OF THE CALIFORNIA CIVIL CODE, WHICH READS:

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SECTION 1542. GENERAL RELEASE; EXTENT. A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

6.1.4 Each Class Releasor may hereafter discover facts other than or different from those which he, she, or it knows or believes to be true with respect to the claims which are the subject matter of this Section 6.1, but each Class Releasor hereby expressly waives and fully, finally, and forever settles and releases, upon the Final Effective Date, any known or unknown, suspected or unsuspected, contingent or non-contingent Released Claims with respect to the subject matter of this Section 6.1 whether or not concealed or hidden, without regard to the subsequent discovery or existence of such different or additional facts. Each Class Releasor also hereby expressly waives and fully, finally, and forever settles and releases any and all Released Claims it may have against the Released Parties under § 17200, et seq., of the California Business and Professions Code.

6.1.5 From and after the Final Effective Date, for the consideration provided for in this Agreement and by operation of the Final Approval Order, the Class Releasors covenant, promise, and agree that they shall not, at any time, institute, cause to be instituted, assist in instituting, or permit to be instituted

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on his, her, or its behalf, or on behalf of any other individual or entity, any proceeding (1) alleging or asserting any of his or her respective Released Claims against the Released Parties in any federal court, any state court, or arbitration, regulatory agency, or any other tribunal or forum, or (2) challenging the validity of the release of claims by Class Releasers as set forth in this Section 6.1.

6.1.6 This Release is not intended to prevent Syngenta from exercising its rights of contribution, subrogation, or indemnity under any law.

6.1.7 This Release shall apply mutually as between the Released Parties and Class Releasers to the extent that any claims or defenses Syngenta might have brought against the Class Releasers for contributory or comparative fault, assumption of the risk, or similar claims for sharing or allocating fault under federal or state law shall be extinguished under this Agreement, except as set forth in Section 6.2.2.

6.2 Reservation of Claims and Rights

6.2.1 Released Claims shall not include (a) any claim against any person or entity that is not a Released Party, or (b) any claim to enforce the terms of this Agreement or remedy a violation or breach of this Agreement, provided that any such action shall be brought in the Court. Released Claims also shall not include any claim against the Released Parties for bodily injury allegedly suffered in connection with Agrisure Viptera and/or Agrisure Duracade Corn Seed.

6.2.2 Notwithstanding Section 6.2.1, the Parties intend that this Agreement

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results in the termination or bar of all claims for contribution and/or non-contractual indemnity against Syngenta and the Released Parties with respect to Claims subject to this Agreement. If Syngenta or any Released Party incurs any judgments due to a claim for contribution or non-contractual indemnification arising out of a claim brought by a Class Member against a non-Released Party, including, without limitation, any Excluded Exporter, such Class Member shall indemnify Syngenta and the Released Parties for such amount.

6.2.3 The Parties agree that this Agreement, whether or not the Final Effective Date occurs, and any and all negotiations, documents, and discussions associated with it, shall be without prejudice to the rights of any Party (other than those compromised in this Agreement); shall not be deemed or construed to be an admission or evidence of any violation of any statute or law, any liability or wrongdoing by any of the Released Parties, or of the truth of any of the claims or allegations contained in any complaint or pleading, whether in the MDL Actions, any other actions, or otherwise. The Parties expressly reserve all of their rights if this Agreement fails to become Final and effective substantially in accordance with its terms.

6.2.4 If the Court does not certify the Settlement Classes or this Agreement is not approved by the Court substantially in accordance with its terms, and does not become subject to a Final Approval Order following such approval, or the Final Approval Order does not become Final, then no class shall be deemed certified by or as a result of this Agreement, and the MDL Actions

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and the Related Actions for all purposes shall revert to their status as of the date before the execution of this Agreement, and the Parties agree that all stayed proceedings shall resume in a reasonable manner. In such event, Syngenta shall not be deemed to have consented to certification of the Settlement Classes, and shall retain all rights to oppose class certification, including, without limitation, to certification of the identical class provided for in this Agreement. Syngenta shall also be entitled to a refund of the portion of the Gross Settlement Proceeds that it has deposited into the Escrow Account, minus any amounts that have then been incurred for the fees and expenses of the Claims Administrator and the Notice Administrator.

7. ADMINISTRATIVE EXPENSES AND ATTORNEYS' FEES

7.1 Administrative Expenses

7.1.1 Other than Syngenta's own fees, costs and expenses, the Released Parties shall not be liable for any litigation fees, costs or expenses of the MDL Actions except as expressly set forth in this Agreement and as approved by the Court.

7.1.2 Syngenta and the Released Parties shall have no liability with respect to any disputes among plaintiffs' counsel relating to the award, allocation, or entitlement to any fees, costs, or expenses, including without limitation, any Common Benefit Fund, Joint Prosecution Agreement, or other agreements relating to pursuit of the MDL Actions or any other litigation, except that Syngenta shall comply with its obligations under the Court's existing

orders.

7.2 Attorneys' Fees, Expenses, and Plaintiff Service Awards

7.2.1 As part of the Settlement, Settlement Class Counsel and other counsel representing Class Members who performed work for the benefit of Class Members shall make Fee and Expense Applications to the Honorable John W. Lungstrum of the United States District Court for the District of Kansas, or the Honorable David R. Herndon of the United States District Court for the Southern District of Illinois, or the Honorable Laurie J. Miller of the Fourth Judicial District Court, County of Hennepin, State of Minnesota for a Fee and Expense Award. Syngenta shall have the right to object to, oppose, or support the Fee and Expense Applications submitted by Settlement Class Counsel and/or other counsel representing Class Members who performed work for the benefit of Class Members.

7.2.2 Any Fee and Expense Award in conjunction with this Settlement shall be issued by the Court, in consultation with and approved by the Honorable David R. Herndon of the United States District Court for the Southern District of Illinois and the Honorable Laurie J. Miller of the Fourth Judicial District Court, County of Hennepin, State of Minnesota (or if they are unavailable, another judge from their respective courts), in a written order by the Court and shall be paid from the Settlement Fund. The Court's Fee and Expense Award, however, as set forth above, shall be separate from its determination of whether to approve the Settlement. In the event the Court approves the Settlement, but denies, in whole or in part, the Fee and

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Expense Applications by Settlement Class Counsel and other counsel representing Class Members, the Settlement shall nevertheless be binding on the Parties. If the Court declines to approve the Settlement, no Fee and Expense Award shall be paid. Syngenta shall have no involvement in, nor any liability with respect to, the allocation and distribution of the Fee and Expense Award.

7.2.3 As set forth in Section 9.18.2, disputes arising from the Fee and Expense Award shall be subject to the jurisdiction of the Court, except that:

7.2.3.1 Matters arising from client fee contracts and referring counsel referral agreements involving the law firm of Clark, Love, & Hutson shall be subject to the jurisdiction of the Honorable David J. Herndon of the United States District Court for the Southern District of Illinois (or if he is unavailable, another judge from his respective court). For example, Judge Herndon shall have exclusive and continuing jurisdiction to:

- Approve fee disbursements with respect to all Class Members represented by Clark, Love, & Hutson; and
- Decide disputes between counsel for various Class Members arising out of the representation of Class Members represented by Clark, Love, & Hutson.

Nothing in this Section is intended to interfere with the claims administration process or the allocation process as it relates to the national class settlement to be filed before and overseen by the

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Honorable John W. Lungstrum and the United States District Court for the District of Kansas. However, it is specifically agreed herein that any dispute as it relates to this Section 7.2.3.1 shall be under the exclusive and continuing jurisdiction of the Honorable David Herndon and the United States District Court for the Southern District of Illinois.

7.2.3.2 Matters arising from client fee contracts and referring counsel referral agreements involving Class Members with claims pending at any time in *In re Syngenta Class Action Litigation*, Court File No. 27-CV-15-12625, in the Fourth Judicial District Court, County of Hennepin, State of Minnesota (the “Minnesota Plaintiffs”), shall be subject to the jurisdiction of the Honorable Laurie J. Miller of the Fourth Judicial District Court, County of Hennepin, State of Minnesota (or if she is unavailable, another judge from her respective court). For example, Judge Miller shall have exclusive and continuing jurisdiction to:

- Approve fee disbursements with respect to all Minnesota Plaintiffs; and
- Decide disputes between counsel for various Class Members arising out of the representation of any Minnesota Plaintiffs.

Nothing in this Section is intended to interfere with the claims administration process or the allocation process as it relates to the national class settlement to be filed before and overseen by the

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Honorable John W. Lungstrum and the United States District Court for the District of Kansas. However, it is specifically agreed herein that any dispute as it relates to this Section 7.2.3.2 shall be under the exclusive and continuing jurisdiction of the Honorable Laurie J. Miller of the Fourth Judicial District Court, County of Hennepin, State of Minnesota.

7.2.4 As part of the Fee and Expense Applications, Settlement Class Counsel may petition the Court for Plaintiff Service Awards for the Representative Plaintiffs and bellwether plaintiffs. Syngenta shall have the right to object to, support, or oppose proposed Representative Plaintiffs' Service Awards. Any Representative Plaintiff Service Award shall be approved by the Court in a written order and shall be paid from the Settlement Fund. Syngenta shall have no obligation relating to the above-referenced Representative Plaintiffs' Service Awards.

8. WALK AWAY RIGHTS AND TERMINATION OF THIS AGREEMENT

8.1 Termination

8.1.1 This Agreement shall be terminated, without notice, if the Court declines to enter the Preliminary Approval Order, declines to grant Final Approval, or if such approval or other necessary orders do not become Final (as a result of reversal on appeal or otherwise).

8.2 Walk Away Right

8.2.1 Syngenta shall have the absolute and unconditional right, solely at its option, to terminate this Agreement (such option being referred to in this

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Agreement as, the “Walk Away Right”) in the event any of the triggers or thresholds described in Section 8.3.1 are exceeded. If any of the below triggers or thresholds are exceeded, then during the period beginning upon Syngenta’s receipt of the Opt-Out List and ending at midnight Central Time on the thirtieth (30th) day thereafter (such period being referred to as the “Walk Away Period” and the last day of such period being referred to in this Agreement as the “Walk Away Deadline”), Syngenta has the option to exercise its Walk Away Right.

8.3 Walk Away Right Triggers and Thresholds

8.3.1 Syngenta can exercise its Walk Away Right if any of the triggers or thresholds contained in a separate agreement (to be filed under seal with the Court and to be confidential and attorney’s eyes only and access limited to Settlement Class Counsel, Subclass Counsel, Plaintiffs’ Negotiating Committee, and Syngenta) are exceeded.

8.4 Time to Exercise Walk Away Right

8.4.1 Syngenta may exercise its Walk Away Right during the Walk Away Period upon written notice to such effect delivered to the Court and Settlement Class Counsel.

8.4.2 If Syngenta has a Walk Away Right, alternatively, Syngenta may, in its sole and absolute discretion, do any of the following at any time during the Walk Away Period upon written notice to such effect delivered to the Court and Settlement Class Counsel:

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8.4.2.1 extend the date for the exercise of its Walk Away Right by a period of thirty (30) days; or

8.4.2.2 irrevocably waive its Walk Away Right.

8.5 Effects of Termination

8.5.1 In the event of notice of termination by Syngenta, this Agreement shall be of no further force or effect; the Parties shall jointly request the Court to vacate any order certifying the Settlement Class; and the Parties agree that all stayed proceedings shall resume in a reasonable manner.

8.5.2 Any term of this Agreement to the contrary notwithstanding, upon Syngenta exercising its Walk Away Right, this Agreement immediately shall terminate and (without limitation of the foregoing) Syngenta immediately shall cease to have any further financial obligations under this Agreement; provided however, that Section 3.6 shall survive such termination.

9. MISCELLANEOUS PROVISIONS

9.1 Recitals

9.1.1 The recitals set forth prior to Section 1 of this Agreement are hereby expressly incorporated into this Agreement and made a part hereof.

9.2 Best Efforts

9.2.1 The Parties agree to use their best efforts, including all steps required by this Agreement and other efforts that may be necessary or appropriate, by order of the Court or otherwise, to carry out the terms of this Agreement.

9.3 Good Faith

9.3.1 The Parties acknowledge that the litigation was prosecuted and defended in

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good faith by Settlement Class Counsel, Subclass Counsel, Plaintiffs' Negotiating Committee, MDL Co-Lead Counsel, Minnesota Co-Lead Litigation Class Counsel, Minnesota Co-Lead Litigation Counsel for Individual Plaintiffs, and counsel for Syngenta and that no Party has a basis on which to assert a violation of Rule 11 of the Federal Rules of Civil Procedure or any similar provision.

9.4 No Inducement

9.4.1 The Parties acknowledge, stipulate, and agree that no covenant, obligation, condition, representation, warranty, inducement, negotiation, or understanding concerning any part or all of the subject matter of this Agreement has been made or relied on except as expressly set forth in this Agreement.

9.5 Severability

9.5.1 The invalidity or unenforceability of any provision of this Agreement shall in no way affect the validity or enforceability of any other provision. If, in any action before any court or other tribunal of competent jurisdiction, any term, restriction, covenant, or promise is held to be unenforceable for any reason, then such term, restriction, covenant, or promise shall be deemed modified to the extent necessary to make it enforceable by such court or other tribunal and, if it cannot be so modified, then this Agreement shall be deemed amended to delete from this Agreement such provision or portion adjudicated to be invalid or unenforceable, and this Agreement shall be deemed to be in full force and effect as so modified.

9.6 No Penalty or Fine

9.6.1 The Parties agree and acknowledge that no consideration, amount, or sum paid, credited, offered, or extended, or to be paid, credited, offered, or extended, by Syngenta in the performance of this Agreement constitutes a penalty, fine, or any other form of assessment for any alleged claim or offense.

9.7 Receipt of Advice of Counsel

9.7.1 Representative Plaintiffs acknowledge, agree, and specifically warrant and represent that they have discussed with Settlement Class Counsel, Subclass Counsel, or the Plaintiffs' Negotiating Committee (or their designees) the portions of this Agreement relevant to them, including the release of Released Claims contained in Section 6, and received legal advice with respect to the advisability of entering into this Agreement, and the legal effect of this Agreement.

9.8 Timing

9.8.1 Settlement Class Counsel and Syngenta may agree in writing to reasonable extensions of time to carry out the provisions of this Agreement.

9.9 No Tax Advice

9.9.1 No opinion regarding the tax consequences of this Agreement to any individual Class Member is being given or shall be given by Syngenta or its counsel, nor is any representation or warranty in this regard made by virtue of this Agreement. Class Members must consult their own tax advisors regarding the tax consequences of the Settlement, including any payments

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provided hereunder and any tax reporting obligations they may have with respect to this Agreement. Each Class Member's tax obligations, and the determination thereof, are his, her, or its sole responsibility, and it is understood that the tax consequences may vary depending on the particular circumstances of each individual Class Member. Released Parties shall have no liability or responsibility whatsoever for any such tax consequences resulting from payments under this Agreement. To the extent required by law, the Released Parties shall report payments made under this Agreement to the appropriate authorities.

9.10 Notice of Breach

9.10.1 The waiver by any of the Parties of any provision of or breach of this Agreement, in whole or in part, by another Party shall not be deemed or construed as a waiver of any other provision of or breach of this Agreement, whether prior, subsequent, or contemporaneous, to this Agreement. In the event that one Party to this Agreement is notified in writing by the other Party of any alleged breach of this Agreement, the allegedly-breaching Party shall have fourteen (14) days from the date of receipt of such notice to cure any such alleged breach and to notify the other Party, in writing, of the cure implemented to address the alleged breach. If the Party asserting the breach is not satisfied with the cure, that Party shall have the right to petition the Court for relief within thirty days after receipt of notice of the cure.

9.11 Notices

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9.11.1 All notices, except for the notifications described in Section 9.11.2, required by this Agreement shall be sent by overnight delivery and electronic mail. Written notice to the Representative Plaintiffs or Settlement Class Counsel or Subclass Counsel must be given to Settlement Class Counsel as set forth in Section 4.4.1. Written notice to Syngenta must be given to counsel for Syngenta as set forth in Section 4.4.1. Notices received by Settlement Class Counsel and/or Syngenta shall be provided to Subclass Counsel and Plaintiffs' Negotiating Committee.

9.11.2 All notifications required to be sent by the Claims Administrator under this Agreement shall be provided by a method selected by the Claims Administrator as the most efficient. The use of electronic mail to an address supplied by counsel for the Class Member or the Class Member directly if not represented by counsel, shall be sufficient for all notifications required to be sent by the Claims Administrator. Notice may also be served by any other reasonable method determined by the Claims Administrator.

9.12 Enforcement

9.12.1 Only if this Settlement is finally approved by the Court and becomes Final, this Agreement may be pleaded as a full and complete defense to any action, suit, or other proceeding that has been or may be instituted, prosecuted or attempted against the Released Parties in such capacity with respect to any of the Released Claims, and may be filed, offered, received into evidence, and otherwise used for such defense. This Agreement may also be used in connection with the Parties' application for approval or enforcement of this

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Agreement and all proceedings incident to this Agreement, including requests for attorneys' fees, costs, disbursements and compensation to the Settlement Classes, and any disputes arising from this Agreement.

9.13 Authorization to Enter Agreement

9.13.1 The undersigned representatives of Syngenta represent that they are fully authorized to enter into and execute this Agreement on behalf of Syngenta. Settlement Class Counsel, Subclass Counsel, and Plaintiffs' Negotiating Committee represent that they are fully authorized to conduct settlement negotiations with counsel for Syngenta on behalf of the Representative Plaintiffs and Class Members and to enter into and execute this Agreement on their behalf, subject to approval by the Court pursuant to Fed. R. Civ. P. 23.

9.14 No Party Is the Drafter

9.14.1 None of the Parties to this Agreement shall be considered the drafter of this Agreement or any provision thereof for the purpose of any statute, case law or rule of construction that would or might cause any provision to be construed against the drafter.

9.15 Choice of Law

9.15.1 This Agreement shall be governed by and interpreted in accordance with the substantive laws of the state of Delaware without regard to its choice of law or conflict of laws principles. The Court shall maintain continuing jurisdiction over this matter in any proceeding to interpret, enforce, modify, or set aside the terms of this Agreement.

9.16 Computing Dates

9.16.1 For all deadlines under this Agreement, to compute deadlines (a) exclude the day of the event that triggers the period; (b) count every calendar day, including intermediate Saturdays, Sundays and legal holidays; and (c) include the last day of the period, but if the last day is a Saturday, Sunday or legal holiday, the period continues to run until the end of the next day that is not a Saturday, Sunday or legal holiday.

9.17 Time for Compliance

9.17.1 If the date for performance of any act required by or under this Agreement is due to be performed on or by a Saturday, Sunday, or legal holiday, that act may be performed on the next business day with the same effect as if it had been performed on the day or within the period of time specified by or under this Agreement.

9.18 Jurisdiction and Dispute Resolution

9.18.1 Pursuant to the Final Approval Order, and except as provided for in Sections 7.2.3 and 9.18.2 of this Agreement, the Court shall retain continuing and exclusive jurisdiction over the Parties and their counsel, the Special Masters, the Notice Administrator, and the Claims Administrator, the Settlement Fund and the trustee of the Settlement Fund, and all Class Members with respect to the terms of this Agreement, the proper provision of all benefits thereunder, and the implementation and enforcement of its terms, conditions, and obligations. The terms of this Agreement shall be incorporated into the Final Approval Order of the Court, which shall allow

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that Final Approval Order to serve as an enforceable injunction by the Court for purposes of the Court's continuing jurisdiction related to this Agreement.

9.18.2 The Court also shall retain exclusive and continuing jurisdiction over the Fee and Expense Award; however, as set forth in Section 7.2.2 of this Agreement any Fee and Expense Award shall be issued by the Court, in consultation with and approved by the Honorable David R. Herndon of the United States District Court for the Southern District of Illinois and the Honorable Laurie J. Miller of the Fourth Judicial District Court, County of Hennepin, State of Minnesota (or if they are unavailable, another judge from their respective courts). Moreover, as set forth in Section 7.2.3, the Court shall retain jurisdiction over any disputes arising out of or relating to the orders of the Court relating to the Fee and Expense Award, except that:

9.18.2.1 Matters arising from client fee contracts and referring counsel referral agreements involving the law firm of Clark, Love, & Hutson shall be subject to the jurisdiction of the Honorable David J. Herndon of the United States District Court for the Southern District of Illinois (or if he is unavailable, another judge from his respective court). For example, Judge Herndon shall have exclusive and continuing jurisdiction to:

- Approve fee disbursements with respect to all Class Members represented by Clark, Love, & Hutson; and

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- Decide disputes between counsel for various Class Members arising out of the representation of Class Members represented by Clark, Love, & Hutson.

Nothing in this Section is intended to interfere with the claims administration process or the allocation process as it relates to the national class settlement to be filed before and overseen by the Honorable John W. Lungstrum and the United States District Court for the District of Kansas. However, it is specifically agreed herein that any dispute as it relates to Section 9.18.2.1 shall be under the exclusive and continuing jurisdiction of the Honorable David Herndon and the United States District Court for the Southern District of Illinois.

9.18.2.2 Matters arising from client fee contracts and referring counsel referral agreements involving Class Members with claims pending at any time in *In re Syngenta Class Action Litigation*, Court File No. 27-CV-15-12625, in the Fourth Judicial District Court, County of Hennepin, State of Minnesota (the “Minnesota Plaintiffs”), shall be subject to the jurisdiction of the Honorable Laurie J. Miller of the Fourth Judicial District Court, County of Hennepin, State of Minnesota (or if she is unavailable, another judge from her respective court). For example, Judge Miller shall have exclusive and continuing jurisdiction to:

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- Approve fee disbursements with respect to all Minnesota Plaintiffs; and
- Decide disputes between counsel for various Class Members arising out of the representation of any Minnesota Plaintiffs.

Nothing in this Section is intended to interfere with the claims administration process or the allocation process as it relates to the national class settlement to be filed before and overseen by the Honorable John W. Lungstrum and the United States District Court for the District of Kansas. However, it is specifically agreed herein that any dispute as it relates to Section 9.18.2.2 shall be under the exclusive and continuing jurisdiction of the Honorable Laurie J. Miller, of the Fourth Judicial District Court, County of Hennepin, State of Minnesota.

9.18.3 Subject to the exclusive jurisdiction of the Court as set forth in Section 9.18.1, and except as set forth in Sections 7.2.3 and 9.18.2, any dispute between any of the Parties arising out of or in any way relating to this Agreement, including, without limitation, the determination of whether this provision is applicable to a dispute, shall be determined by a binding, mandatory arbitration administered by the Special Masters (the “Arbitration”). Any party to the dispute may file an action in the Court to enforce this Arbitration provision. If any party to such a dispute fails to submit to Arbitration following the filing, then the party to the dispute failing to submit to Arbitration shall bear the other party’s reasonable costs,

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including attorneys' fees, paid in connection with compelling Arbitration. The Arbitration and all related proceedings shall occur in the Special Masters' office or such other location as the Special Masters shall specify and at such times as the Special Masters shall specify. The rules and procedures applicable to the Arbitration shall be determined by the Special Masters, provided, the Special Masters shall issue the Special Masters' Award (the "Award") within thirty (30) days after the Special Masters' receipt of a demand for Arbitration. The Special Masters' determination with respect to the Arbitration shall be final and non-appealable. Judgment enforcing the Special Masters' determination and Award may be entered in any court of competent jurisdiction.

9.19 Administrative Procedures

9.19.1 The Claims Administrator may create administrative procedures, supplementary to (and not inconsistent with) those specified herein that provide further specific details about how the Settlement is to be administered, and/or other aspects of the Settlement, including, but not limited to, procedures regarding submission of documents or procedures regarding execution and signature of documents; provided, however, that such procedures comply, or otherwise are not in conflict, with the terms of this Agreement, and are agreed to by the Parties and approved by the Court.

9.20 Liability of Administrative Personnel

9.20.1 No Claims Administrator, Notice Administrator, Special Master, trustee of the Settlement Fund, or employee or agent thereof, shall be liable to any

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Class Member or his counsel for his acts or omissions, or those of any agent or employee thereof, in connection with the Settlement except, with respect to each such Person, for such Person's own willful misconduct. Nothing in this Section confers on any Class Member or his counsel any privity of contract with, or other right to institute any action against, the Claims Administrator, Notice Administrator, Special Masters, or trustee of the Settlement Fund. In the event that the Claims Administrator, Notice Administrator, Special Masters or trustee of the Settlement Fund must comply with any discovery obligations related to its 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.

9.21 Liens

9.21.1 If the Claims Administrator, Syngenta, Settlement Class Counsel, Subclass Counsel, Plaintiffs' Negotiating Committee, the Court, or the Special Masters receive notification of any lien asserted against any payments to be made to any Class Member, including but not limited to tax liens and child support liens, an amount sufficient for the satisfaction of such liens may be withheld from such Class Member's payments, until each such lien has been finally and completely satisfied. The Court shall have exclusive jurisdiction to decide the enforceability of any lien, except that any lien for attorneys' fees and expenses arising out of the matters falling within Sections 9.18.2.1 and 9.18.2.2 shall be subject to the exclusive jurisdiction

2/23/2018 FINAL

of the respective courts described therein. Each Class Member will indemnify, repay and hold the Released Parties, the Claims Administrator, and the trustee of the Settlement Fund harmless from any and all such claims.

9.22 Amendment or Waiver

9.22.1 This Agreement shall not be modified in any respect except by a writing executed by all Parties to this Agreement. The waiver of any rights conferred by this Agreement shall be effective only if made in writing by the waiving Party. The waiver by any Party of any breach of this Agreement shall not be deemed or construed as a waiver of any other breach, whether prior to, subsequent to, or contemporaneous with this Agreement.

9.23 Execution in Counterparts

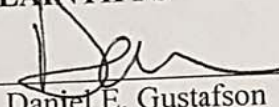
9.23.1 This Agreement may be executed in counterparts. Facsimile or PDF signatures shall be valid signatures as of the date thereof.

9.24 Integrated Agreement

9.24.1 This Agreement, including its exhibits and the Parties' side agreement referenced in Section 8.3.1 above that is to be filed with the Court under seal, contains an entire, complete, and integrated statement of the terms agreed to by and between the Parties, and supersedes all prior proposals, negotiations, agreements, and understandings relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the Parties to this Agreement, by and through their fully authorized representatives, have executed this Agreement as of February 26th, 2018.

FOR PLAINTIFFS

By: 
Name: Daniel E. Gustafson

By: _____
Name: Christopher A. Seeger

By: _____
Name: Patrick J. Stueve

By: _____
Name: Lynn R. Johnson

By: _____
Name: Kenneth A. Wexler

By: _____
Name: James E. Cecchi

By: _____
Name: Clayton A. Clark

By: _____
Name: Mikal C. Watts

By: _____
Name: William B. Chaney

By: _____
Name: Don M. Downing

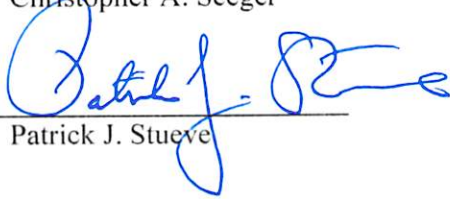
By: _____
Name: Scott A. Powell

2/23/2018 FINAL

FOR PLAINTIFFS

By: _____
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By: _____
Name: Christopher A. Seeger

By:  _____
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By: _____
Name: Lynn R. Johnson

By: _____
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By: _____
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By: _____
Name: Scott A. Powell

2/23/2018 FINAL

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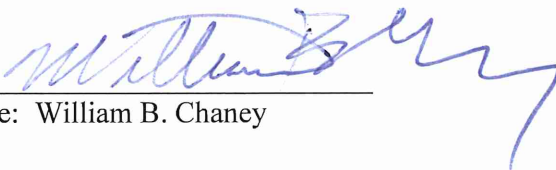
By: _____
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2/23/2018 FINAL

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By: Don Downing
Name: Don M. Downing

By: _____
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2/23/2018 FINAL

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By: 
Name: Scott A. Powell

2/23/2018 FINAL

FOR PLAINTIFFS

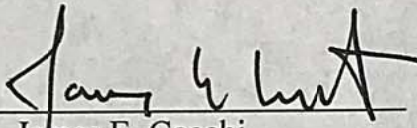
By: _____
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By: _____
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Name: Don M. Downing

By: _____
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2/23/2018 FINAL

FOR PLAINTIFFS

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By: _____
Name: William B. Chaney

By: _____
Name: Don M. Downing

By: _____
Name: Scott A. Powell

2/23/2018 FINAL

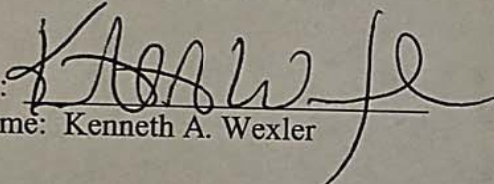
FOR PLAINTIFFS

By: _____
Name: Daniel E. Gustafson

By: _____
Name: Christopher A. Seeger

By: _____
Name: Patrick J. Stueve

By: _____
Name: Lynn R. Johnson

By:  _____
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Name: William B. Chaney

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Name: Don M. Downing

By: _____
Name: Scott A. Powell

2/23/2018 FINAL

FOR PLAINTIFFS

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By: _____
Name: Lynn R. Johnson

By: _____
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By: _____
Name: Mikal C. Watts

By: _____
Name: William B. Chaney

By: _____
Name: Don M. Downing

By: _____
Name: Scott A. Powell

2/23/2018 FINAL

FOR PLAINTIFFS

By: _____
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By: _____
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By: _____
Name: Lynn R. Johnson

By: _____
Name: Kenneth A. Wexler

By: _____
Name: James E. Cecchi

By: _____
Name: Clayton A. Clark

By:  _____
Name: Mikal C. Watts

2-23-18, 7:15 p.m.

By: _____
Name: William B. Chaney

By: _____
Name: Don M. Downing

By: _____
Name: Scott A. Powell

2/23/2018 FINAL

FOR SYNGENTA

By: _____
Name: Leslie M. Smith, P.C.

By: _____
Name: Syngenta AG

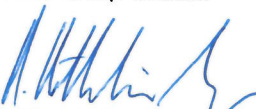
By: _____
Name: Syngenta Crop Protection AG

By: _____
Name: Syngenta Corporation

By: _____
Name: Syngenta Crop Protection, LLC

By: _____
Name: Syngenta Seeds, LLC


René Röthlisberger
Head Group Taxation

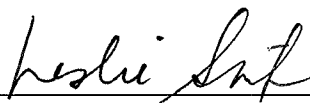

René Röthlisberger
Head Group Taxation


Markus Widmer
Corporate Counsel


Markus Widmer
Corporate Counsel

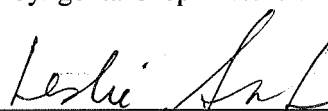
2/23/2018 FINAL


FOR SYNGENTA

By: 
Name: Leslie M. Smith, P.C.

By: _____
Name: Syngenta AG

By: _____
Name: Syngenta Crop Protection AG

By: 
Name: Syngenta Corporation

By: 
Name: Syngenta Crop Protection, LLC

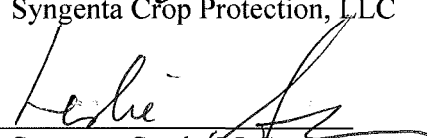
By: 
Name: Syngenta Seeds, LLC

EXHIBIT 1

to Settlement Agreement

EXHIBIT 1

LIST OF RELATED ACTIONS

The following actions and all actions consolidated or associated with them, as well as all actions asserting Claims substantially similar to those listed below, are the “Related Actions.”

United States District Court for the District of Kansas

In re Syngenta AG MIR162 Corn Litigation, No. 2:14-md-02591 (D. Kan.)

District Court, County of Hennepin, Fourth Judicial Circuit

In re Syngenta Litigation, No. 27-cv-15-3785 (4th Jud. Dist. Ct., Minn.)

Southern District of Illinois

In re Syngenta Mass Tort Actions, No. 3:15-cv-00255-DRH and No. 3:15-cv-01221-DRH (S.D. Ill.)

Circuit Court of the First Judicial Circuit, Williamson County, Illinois

Browning v. Syngenta Seeds, Inc. et al., No. 15-L-157 (Ill. Cir. Ct.)

Court of Common Pleas of Seneca County, Ohio

Fostoria Ethanol, LLC v. Syngenta Seeds, Inc. No. 15-cv-0323 (Seneca Cty., Ohio)

State Court of Michigan in the 54th Circuit Court for the County of Tuscola

Michigan Ethanol, LLC v. Syngenta Seeds, LLC, et al., No. 17-29831-NZ (Tuscola Cty., Mich.)

District Court of Perkins County, Nebraska

Mid America Agri Products/Wheatland, LLC v. Syngenta Seeds, LLC, et al. No. CI 14-32 (Perkins Cty., Neb.)

State of Indiana, County of Madison Superior Court

Ultimate Ethanol, LLC v. Syngenta Seeds, Inc. et al., No. 48C05-1512-CT-000184 (Madison Cty., Indiana)

Iowa District Court for Carroll County

TCE, LLC v. Syngenta Seeds, Inc., No. EQCV 039491 (Carroll Cty., Iowa)

EXHIBIT 2

to Settlement Agreement

SYNGENTA CORN SEED SETTLEMENT PROGRAM

P1

PRODUCER CLAIM FORM

This Claim Form and Consent Authorization will be solely used by the Claims Administrator to process claims under the Syngenta Corn Seed Settlement Program ("the Settlement") and to get information from the FSA to process these claims. Go to www.CornSeedSettlement.com to submit your Claim Form online. If you cannot submit your claim online, complete, sign, and return this Claim Form to:

Corn Settlement Claims Administrator, P.O. Box 26226, Richmond, VA 23260.

I. Producer Information

Producer Information	First	Middle Initial	Last	Suffix
	Farm or Business Name (if applicable)			
Mailing Address (not the farm location)	Street Address 1			
	Street Address 2			
	City	State	Zip Code	
Social Security Number or Tax ID Number for this Producer				
Email Address				
Phone Number				

II. USDA and FSA Consent & Authorization

The claims process ordered by the Court is designed to compensate eligible Corn Producers using government data including FSA 578 and/or Crop Insurance (RMA) data. By signing this section, I hereby formally request and authorize the USDA/FSA and USDA/RMA to promptly produce to the Claims Administrator electronic copies of the complete, unabridged contents of my FSA-578 forms and any crop insurance data (RMA) in connection with the acres I planted Corn in any and all of Marketing Years 2013-18. This information will be kept confidential and secure, used only for the purpose of determining your settlement payment, and destroyed at the conclusion of this Settlement.

Producer Signature			Date	____/____/____ (Month) (Day) (Year)	
Printed Name	First	Middle	Last		
III. Representative Claimant Information					
If you are a Representative Claimant (someone authorized by law or court order to file a claim on behalf of another person), complete this section. If you are NOT a Representative Claimant, skip this section and go to Section IV.					
Is the individual for whom you are acting deceased, minor or legally incapacitated or incompetent?		<input type="checkbox"/> Deceased <input type="checkbox"/> Minor <input type="checkbox"/> Legally Incapacitated or Incompetent <input type="checkbox"/> Other (Specify) _____			
Relationship to Producer (Check all that apply)		<input type="checkbox"/> Spouse <input type="checkbox"/> Parent <input type="checkbox"/> Child <input type="checkbox"/> Sibling <input type="checkbox"/> Administrator <input type="checkbox"/> Executor <input type="checkbox"/> Other (Specify) _____			
Representative Claimant Name	First	Middle	Last		
Mailing Address	Street Address 1				
	Street Address 2				
	City	State	Zip Code		
Email Address					
Phone Number					
By signing the Declaration in Section VII of this Claim Form, I certify that I have legal authority to file this claim on behalf of the individual identified in Section I.					
IV. Attorney and Law Firm Information					
If you hired a lawyer to file a lawsuit against Syngenta, identify your lawyer below. If you haven't hired a lawyer, skip to Section V. You don't have to have a lawyer to make a claim.					
Firm Name					
Contact Person	First	Middle	Last	Suffix	

Mailing Address	Street Address 1					
	Street Address 2					
	City	State	Zip Code			
Email Address						
Phone Number						
V. Corn Acreage Information						
<p>1. Acreage Reported to the USDA. For all Marketing Years 2013-14 through 2016-17, did you report all of (or if you are a landlord did the farmer(s) report your share in) your Corn acreage to the USDA FSA for FSA Form 578 purposes?</p> <p><input type="checkbox"/> YES</p> <p><input type="checkbox"/> NO</p>						
<p>2. 2017-18 Acreage. Do you plan to report Corn acreage to the USDA FSA for Form 578 purposes for Marketing Year 2017-18:</p> <p><input type="checkbox"/> YES, I have already reported my acreage to USDA FSA for Form 578 purposes.</p> <p><input type="checkbox"/> YES, I will report my acreage to USDA FSA for Form 578 purposes by 7/31/18.</p> <p><input type="checkbox"/> NO, I will not report my acreage to USDA FSA for Form 578 purposes.</p> <p><input type="checkbox"/> NO, I did not farm Corn in 2017-18.</p> <p>If you answered Yes to Questions 1 and 2, skip to Section VI.</p> <p>If you answered No to Questions 1 and/or 2, answer Question 3.</p>						
<p>3. Crop Insurance. For any or all Marketing Years 2013-18, did you obtain crop insurance from an agency to which you reported all of your acreage?</p> <p><input type="checkbox"/> YES If you answered Yes, do not answer Question 4 or Question 5, and skip to Section VI.</p> <p><input type="checkbox"/> NO If you answered No, you must answer Questions 4 and 5.</p>						
<p>4. Landlord Information. Are you making this claim as a landlord who has a financial interest in the sale of Corn (including for example, cash rent that varies based on a share of the Corn sold or the price received for the sale of Corn)? If yes, you qualify to make a claim under this Settlement.</p>						

A landlord or other Person who receives only a fixed cash payment for renting the land that did not vary with the type, size of, or price of the Corn crop does not qualify to make a claim under this Settlement.

☐ **YES (I am a qualified landlord).** If you answered Yes, continue to the Landlord Addendum at the end of this form and complete and sign the Landlord Addendum.

☐ **NO (I am a Farmer).** If you answered No, continue to Question 5 and complete the remainder of this Claim Form. **DO NOT** complete the Landlord Addendum at the end of this Claim Form.

5. Corn Acreage Not Reported to the USDA FSA. You must complete the following information regarding your total Corn farming operations for all Marketing Years 2013-18. Each farm number must be listed separately. Only report Corn acreage. If you need to list more than ten farms, copy page 4 to provide the additional information and attach it to the Claim Form.

Marketing Year	Farm Number	Tract Number	CLU Field Number	Corn Acreage	Producer Share	Acres Grown for Silage?	Failed Acreage (Did Not Harvest)
2017	4925	23	2	14.25	0.2500	2.00	5.00

VI. Information About your Farming Operation

All Producers must provide the following information regarding the disposition of your harvested Corn for each Marketing Year starting on September 15, 2013 for all your farming operations.

1. Disposition of your Harvested Corn: To the best of your knowledge, for each Marketing Year, state the **percentage** of your harvested Corn which was fed on farm and not sold?

2013-14	%	2015-16	%
2014-15	%	2016-17	%
2017-18 (If you haven't disposed of all of the 2017-18 crop yet, state the percentage you expect to feed on farm and not market)		%	

2. Agrisure Viptera (MIR162) or Agrisure Duracade (Event 5307) Purchases: To the best of your knowledge, did you purchase Corn Seed containing Agrisure Viptera (MIR162) or Agrisure Duracade (Event 5307) and plant Corn Seed containing Agrisure Viptera (MIR162) or Agrisure Duracade (Event 5307) on any of your Corn acres prior to [[Preliminary Approval Date]]?

☐ YES ☐ NO

VII. Declaration

By signing this form:

1.	I declare that I am the Producer (or Representative Claimant) entitled and/or authorized to make claims for the bushels listed in this Claim Form, and that no other person or entity has made claims for my share in the bushels listed in this Claim Form to the best of my knowledge. If the Producer is a business or other legal entity, I certify that I am authorized to act on behalf of the Producer submitting this Claim Form.
2.	I understand that by my signature I hereby formally request and authorize the USDA/FSA and USDA/RMA to promptly produce to the Claims Administrator electronic copies of the complete, unabridged contents of my FSA-578 forms and any crop insurance data (RMA) in connection with the acres I planted Corn in any and all of Marketing Years 2013-18.
3.	I declare under penalty of perjury that the foregoing information in this Claim Form is true and correct. I understand that my Claim Form may be subject to audit, verification, and review.

Producer Signature (or Representative Signature)		Date	____/____/____ (Month) (Day) (Year)
Printed Name	First	Middle	Last

Title (if applicable)	
If you grew Corn under <u>any other</u> Social Security Number or Tax ID Number, complete another Producer Claim Form for that identified Producer.	
Landlords and any other person with a share in the Corn reported must submit their own claim.	

Exemplar Only: Do Not Use.

LANDLORD ADDENDUM TO PRODUCER CLAIM FORM

I. Landlord Corn Acreage Information

Corn Acreage Not Reported on FSA Form 578. Provide the information in the chart below for all rented farm Corn acres. Provide the name of the person or entity that farms each tract and send a copy of the rental agreement showing that you receive variable rent payable based on a share of the crop or proceeds from the sale of Corn. Each farm number must be listed separately. **Only report Corn acres.** If you need to list more than fourteen farms, copy this page to provide the additional information and attach it to this form.

Marketing Year	Farm Number	Tract Number	CLU Field Number	Corn Acreage	Renting Producer Name	Renting Producer Share

II. Information About the Farming Operations for Farms you Rented to others

You must provide the following information regarding the disposition of the Corn harvested for each Marketing Year starting on September 15, 2013 for all the farm acres you rented to another person or entity.

1. Disposition of your Harvest Corn: To the best of your knowledge, for each Marketing Year, state the **percentage** of the Corn harvested by each person or entity that rented your land which was fed on farm and not sold?

2013-14	%	2015-16	%
2014-15	%	2016-17	%
2017-18 (If that person or entity that rented your land hasn't disposed of the 2017-18 crop yet, state the percentage you expect to be fed on farm and not market)		%	

2. Agrisure Viptera (MIR162) or Agrisure Duracade (Event 5307) Purchases: To the best of your knowledge, did the person or entity that rented your land, in any of Marketing Years 2011-18, purchase Corn Seed containing Agrisure Viptera (MIR162) or Agrisure Duracade (Event 5307) and plant Corn Seed containing Agrisure Viptera (MIR162) or Agrisure Duracade (Event 5307) on any of your rented land?

☐ YES ☐ NO

III. Declaration

By signing this form:

1.	I declare that I am the Landlord for the Leasing Producers listed on this Landlord Addendum.
2.	I understand that by my signature I hereby formally request and authorize the USDA/FSA and USDA/RMA to promptly produce to the Claims Administrator electronic copies of the complete, unabridged contents of any FSA-578 forms and any crop insurance data (RMA) in connection with the acres I rented to another person or entity in any and all of Marketing Years 2013-18.
3.	I declare under penalty of perjury that the foregoing information in this Claim Form and this Landlord Addendum is true and correct. I understand that my Claim Form and Landlord Addendum may be subject to audit, verification, and review.

Landlord Signature			Date	____/____/____ (Month) (Day) (Year)
Printed Name	First	Middle	Last	
Title (if applicable)				

CORN SETTLEMENT PROGRAM

G1

GRAIN HANDLING FACILITY CLAIM FORM

This Claim Form and Consent Authorization will be used by the Claims Administrator for the sole purpose of getting information from the FSA to process claims under the Settlement. Go to www.CornSeedSettlement.com to submit your Claim Form online. If you cannot submit your claim online, complete, sign, and return this Claim Form to:

Corn Settlement Claims Administrator, P.O. Box 26226, Richmond, VA 23260.

I. Contact Information

Name	First	Middle Initial	Last	Suffix
	Business Name (if applicable)			
Mailing Address	Street Address 1			
	Street Address 2			
	City	State	Zip Code	
Social Security Number or Tax ID Number				
Email Address				
Phone Number				

II. Representative Claimant Information

If you are a Representative Claimant, complete this section. If you are NOT a Representative Claimant, skip this section and go to Section III. Representative Claimant is an authorized representative, ordered by a court, administrative official, or otherwise authorized under applicable state law, or law of applicable country, of a deceased, minor or legally incapacitated or incompetent individual.

Is the individual for whom you are acting Deceased, minor or legally incapacitated or incompetent?	<input type="checkbox"/> Deceased <input type="checkbox"/> Minor <input type="checkbox"/> Legally Incapacitated or Incompetent <input type="checkbox"/> Other (Specify) _____
Relationship to Claimant (Check all that apply)	<input type="checkbox"/> Spouse <input type="checkbox"/> Parent <input type="checkbox"/> Child <input type="checkbox"/> Sibling <input type="checkbox"/> Administrator <input type="checkbox"/> Executor

		<input type="checkbox"/> Other (Specify) _____		
Representative Name	First	Middle	Last	
Mailing Address	Street Address 1			
	Street Address 2			
	City	State	Zip Code	
Email Address				
Phone Number				
By signing the Declaration in Section V of this Claim Form, I certify I have legal authority to file this claim on behalf of the individual identified in Section I.				
III. Attorney and Law Firm Information				
Firm Name				
Contact Person	First	Middle	Last	Suffix
Mailing Address	Street Address 1			
	Street Address 2			
	City	State	Zip Code	
Email Address				
Phone Number				
IV. Grain Handling Facility Information				
Provide information regarding each Grain Handling Facility where you purchased and then priced Corn bushels for sale. Include bushels transported, stored or otherwise handled that were subsequently priced for sale.				
Facility Name				

Type of Facility			
Facility Address	Street Address 1		
	Street Address 2		
	City	State	Zip Code
Total Storage Capacity			
<p>Attach to your Claim Form documents sufficient to show (a) the storage capacity of each Grain Handling Facility; and (b) the number of bushels bought and then priced for sale (include bushels transported, stored, or otherwise handled that were subsequently priced for sale).</p>			
Marketing Year	Bushels Priced For Sale (Include bushels transported, stored or otherwise handled that were subsequently priced for sale)		
2013-14			
2014-15			
2015-16			
2016-17			
2017-18			
<p>1. Did you own this Grain Handling Facility from September 15, 2013 to [[Prelim Approval Date]]?</p> <p><input type="checkbox"/> YES If you answered Yes, skip to Question 3.</p> <p><input type="checkbox"/> NO If you answered No, answer Question 2.</p>			
<p>2. If No, list the dates of ownership for each facility that you did not own for the entire period between September 15, 2013 to [[Prelim Approval Date]]:</p>			

3. Are you making a claim for any other Grain Handling Facility?

☐ **YES** If you answered Yes, copy Section IV to provide the additional information and attach it to the Claim Form.

☐ **NO**

V. Declaration

By signing this form:

1.	I declare that I am the person entitled and/or authorized to make claims for the bushels listed in this Claim Form, and that no other person or entity has made claims for the bushels listed in this Claim Form to the best of my knowledge.		
2.	If the Grain Handling Facility is a business or other legal entity, I certify that I am authorized to act on behalf of the Grain Handling Facility submitting this Claim Form.		
3.	I declare under penalty of perjury that the foregoing information in this Claim Form is true and correct. I understand that my Claim Form may be subject to audit, verification, and review.		
Signature (or Representative Signature)		Date	____/____/____ (Month) (Day) (Year)
Printed Name	First	Middle	Last
Title (if applicable)			

CORN SETTLEMENT PROGRAM

E1

ETHANOL PRODUCTION FACILITY CLAIM FORM

This Claim Form and Consent Authorization will be used by the Claims Administrator for the sole purpose of getting information from the FSA to process claims under the Settlement. Go to www.CornSeedSettlement.com to submit your Claim Form online. If you cannot submit your claim online, complete, sign, and return this Claim Form to:

Corn Settlement Claims Administrator, P.O. Box 26226, Richmond, VA 23260.

I. Contact Information

Name	First	Middle Initial	Last	Suffix
	Business Name (if applicable)			
Mailing Address	Street Address 1			
	Street Address 2			
	City	State	Zip Code	
Social Security Number or Tax ID Number				
Email Address				
Phone Number				

II. Representative Claimant Information

If you are a Representative Claimant, complete this section. If you are NOT a Representative Claimant, skip this section and go to Section III. Representative Claimant is an authorized representative, ordered by a court, administrative official, or otherwise authorized under applicable state law, or law of applicable country, of a deceased, minor or legally incapacitated or incompetent individual.

Is the individual for whom you are acting Deceased, minor or legally incapacitated or incompetent?	<input type="checkbox"/> Deceased <input type="checkbox"/> Minor <input type="checkbox"/> Legally Incapacitated or Incompetent <input type="checkbox"/> Other (Specify) _____
Relationship to Claimant (Check all that apply)	<input type="checkbox"/> Spouse <input type="checkbox"/> Parent <input type="checkbox"/> Child <input type="checkbox"/> Sibling <input type="checkbox"/> Administrator <input type="checkbox"/> Executor

		<input type="checkbox"/> Other (Specify) _____	
Representative Name	First	Middle	Last
Mailing Address	Street Address 1		
	Street Address 2		
	City	State	Zip Code
Phone Number			
Email Address			
By signing the Declaration in Section V of this Claim Form, I certify I have legal authority to file this claim on behalf of the individual identified in Section I.			
III. Attorney and Law Firm Information			
Firm Name			
Contact Person	First	Middle	Last
Mailing Address	Street Address 1		
	Street Address 2		
	City	State	Zip Code
Email Address			
Phone Number			
IV. Ethanol Production Facility Information			
Provide information regarding each Ethanol Production Facility where you produced Dried Distillers Grains (DDGs) and then priced those DDGs for sale.			
Facility Name			
Type of Facility			

Facility Address	Street Address 1		
	Street Address 2		
	City	State	Zip Code
Total Throughput			
Attach to your Claims Form documents sufficient to show (a) the production capacity of each Ethanol Production Facility; and (b) the number of short tons of DDGs sold during the class period.			
Market Year	Short Tons of DDGs Priced for Sale		
2013-14			
2014-15			
2015-16			
2016-17			
2017-18			
1. Did you own this Ethanol Production Facility from September 15, 2013 to [[Prelim Approval Date]]? <input type="checkbox"/> YES If you answered Yes, skip to Question 3. <input type="checkbox"/> NO If you answered No, answer Question 2.			
2. If No, list the dates of ownership for each facility that you did not own for the entire period between September 15, 2013 to [[Prelim Approval Date]]:			
3. Are you making a claim for any other Ethanol Production Facility? <input type="checkbox"/> YES If you answered Yes, copy Section IV to provide the additional information and attach it to the Claim Form. <input type="checkbox"/> NO			

V. Declaration

By signing this form:

1. I declare that I am the person entitled and/or authorized to make claims for the short tons listed in this Claim Form, and that no other person or entity has made claims for the short tons listed in this Claim Form to the best of my knowledge.
2. If the Ethanol Production Facility is a business or other legal entity, I certify that I am authorized to act on behalf of the Ethanol Production Facility submitting this Claim Form.
3. I declare under penalty of perjury that the foregoing information in this Claim Form is true and correct. I understand that my Claim Form may be subject to audit, verification, and review

Signature (or Representative Signature)		Date <div style="text-align: center;"> ____/____/____ (Month) (Day) (Year) </div>	
Printed Name	First	Middle	Last
Title (if applicable)			

EXHIBIT 3

to Settlement Agreement



SYNGENTA CORN SEED SETTLEMENT

*Read this notice carefully. Your legal rights are affected
whether you act or don't act.*

**If you are or were a corn producer, grain handling facility,
or ethanol production facility, you may be entitled to a
portion of a \$1.51 billion Syngenta settlement.**

A court authorized this notice. This is not a solicitation from a lawyer.

You must submit a claim to get paid.

- A federal judge gave preliminary approval to a class action settlement. Syngenta agreed to pay \$1.51 billion to settle claims related to the sale and marketing of its Agrisure Viptera and Duracade corn seeds.
- Your rights are affected and you are eligible to participate in the settlement if you are one of the following:
 1. **Corn Producer**: Any Corn Producer in the U.S. with an interest in U.S. corn priced for sale between September 15, 2013 and [Prelim. Approval Date] (including certain landlords);
 2. **Grain Handling Facility**: Any Grain Handling Facility in the U.S. with an interest in U.S. corn priced for sale between September 15, 2013 and [Prelim. Approval Date]; *or*
 3. **Ethanol Production Facility**: Any Ethanol Production Facility in the United States with an interest in U.S. corn, including DDGs, priced for sale between September 15, 2013 and [Prelim. Approval Date].

**Certain Grain Handling Facilities and Ethanol Production Facilities are excluded. See Question [5] below for a list of them and for explanations of the terms used here. The Settlement Agreement (available at www.CornSeedSettlement.com or by calling 1-833-567-CORN) provides a more detailed description of the Settlement Class.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:

OPTION	RESULT
SUBMIT A CLAIM FORM	To get a payment, submit a Claim Form by [Claims Deadline] . You can submit a Claim Form quickly and easily online at www.CornSeedSettlement.com . If you can't access the internet, you can call 1-833-567-CORN (1-833-567-2676) to ask for a paper copy Claim Form.
OBJECT	Tell the Court you don't want the settlement to be approved and why.
EXCLUDE YOURSELF	Ask not to be a part of the settlement: you will receive no money but keep the right to sue Syngenta separately.
DO NOTHING	Lose your claims against Syngenta, but get no payment.

Questions? CALL 1-833-567-CORN toll free or VISIT www.CornSeedSettlement.com.

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Questions? CALL 1-833-567-CORN toll free or VISIT www.CornSeedSettlement.com.

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BASIC INFORMATION

1. Why did I get this notice?

You are receiving this notice because you have a right to know about a proposed settlement of class action lawsuits and other related lawsuits. If you are part of this proposed settlement, then you have options you must consider before the Court decides whether to approve the settlement. This notice explains the lawsuits, the settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

To receive a payment from this settlement, if you are eligible, you must submit a Claim Form. The easiest, fastest, and cheapest way to do this is to submit an electronic Claim Form online at www.CornSeedSettlement.com. You can also print a paper copy Claim Form from that website or you can request a paper copy Claim Form to complete and return by calling the number below.

2. What is the lawsuit about?

In 2010, Syngenta began selling a genetically modified corn seed with the brand name “Agrisure Viptera” (also called just “Viptera”), which included a new insect-resistant genetic trait called “MIR 162.” In 2013, Syngenta began selling another genetically modified corn seed brand-named “Agrisure Duracade,” (also called just “Duracade”), which included both the MIR 162 trait and a new insect-resistant trait known as “Event 5307.”

Corn Producers, Ethanol Production Facilities, and Grain Handling Facilities filed lawsuits against Syngenta claiming that Syngenta sold Viptera and Duracade corn seed before it should have because the MIR 162 and Event 5307 genetically modified traits contained in those seeds had not yet received import approval in China. The lawsuits argue that Syngenta should have waited to sell those seeds until it had obtained import approval in China and that Syngenta did not take reasonable steps to ensure that the seed was sold in a manner that corn harvested from Viptera and Duracade seed did not contaminate portions of the United States (“U.S.”) corn supply exported to China. The lawsuits claimed that China began rejecting shipments of U.S. corn after allegedly detecting Viptera traits in shipments from the U.S., causing the U.S. corn industry to lose access to the Chinese market and resulting in lower corn prices.

Syngenta denies that it did anything wrong, in part because before Viptera and Duracade were made available to U.S. farmers, the traits in those products were approved as safe and effective by the U.S. Department of Agriculture, the U.S. Food and Drug Administration, the U.S. Environmental Protection Agency and all of the historical U.S. trading partners for corn. Syngenta argues that China historically was not a reliable and consistent importer of U.S. corn when the company launched Viptera and Duracade, and that in any event it was exporters—not Syngenta—that sent U.S. corn to China knowing that Viptera and Duracade were not yet approved there. Syngenta also states that the price drop in corn in 2013 was not the result of China’s rejection of U. S. corn, but rather was the product of a worldwide bumper crop of corn. Both the MIR 162 and Event 5307 traits now *do* have Chinese approval.

Questions? CALL 1-833-567-CORN toll free or VISIT www.CornSeedSettlement.com.

The people who sued are called Plaintiffs, and the companies they sued, Syngenta (and some of Syngenta's affiliates), are called the Defendants.

The Plaintiffs filed lawsuits in various places. There were class actions and individual cases filed in or transferred to the United States District Court for the District of Kansas, known as *In re Syngenta MIR162 Corn Litigation*, No. 14-md-2591-JWL-JPO (D. Kan.). There were also individual cases and a class action in Minnesota State Court, which were collectively called *In re Syngenta Class Action Litigation*, No. 27-CV-15-12625 and 27-cv-15-3785 (4th Jud Dist. Ct. Minn.). Additionally, there were other actions filed throughout the country, including *In re Syngenta Mass Tort Actions*, No. 3:15-cv-00255-DRH and No. 3:15-cv-01221-DRH (S.D. Ill.); *Browning v. Syngenta Seeds, Inc. et al.*, No. 15-L-157 (Ill. Cir. Ct.); *Fostoria Ethanol, LLC v. Syngenta Seeds, Inc.*, No. 15-cv-0323 (Seneca Cty., Ohio); *Michigan Ethanol, LLC v. Syngenta Seeds, LLC, et al.*, No. 17-29831-NZ (Tuscola Cty., Mich.); *Mid America Agri Products/Wheatland, LLC v. Syngenta Seeds, LLC, et al.*, No. CI 14-32 (Perkins Cty., Neb.); *Ultimate Ethanol, LLC v. Syngenta Seeds, Inc. et al.*, No. 48C05-1512-CT-000184 (Madison Cty., Indiana); and *TCE, LLC v. Syngenta Seeds, Inc.*, No. EQCV 039491 (Carroll Cty., Iowa).

The Court that is overseeing the settlement that covers all of these cases is the United States District Court for the District of Kansas (referred to in this notice as the "Kansas Federal Court").

3. Why are these lawsuits class actions?

In a class action, one or more people, called Class Representatives, sue on behalf of people who have similar claims. The Class Representatives, called the "Representative Plaintiffs" in the Settlement Agreement, include Corn Producers who did and did not purchase and plant Viptera or Duracade, a Grain Handling Facility, and an Ethanol Production Facility. Their names are available at the settlement website. The group of people they sue on behalf of is called a "Class" and the individual people or companies in that Class are called "Class Members." The Kansas Federal Court will decide if this case should be a class action for purposes of the settlement. If it does, the Kansas Federal Court will resolve the issues for all Class Members, except for those who exclude themselves from the Class.

4. Why is there a settlement?

No court has decided that either Plaintiffs or Defendants are right or wrong. A jury in the Kansas litigation found Syngenta negligent and awarded damages to a class of Kansas corn producers, but Syngenta asked the Kansas Federal Court to reject the jury's decision. At the time of settlement, the Kansas Federal Court had not yet ruled on Syngenta's request, and even if the judge had accepted the jury's decision, Syngenta would have appealed. Plaintiffs in that case also would have appealed the claims on which Syngenta won. A Minnesota class jury trial had begun and, after three weeks of testimony, prior to a jury verdict, the parties agreed to this settlement. Finally, the claims of classes of Corn Producers and individual Corn Producers in several other states, of Grain Handling Facilities, and of Ethanol Production Facilities, which all

Questions? CALL 1-833-567-CORN toll free or VISIT www.CornSeedSettlement.com.

had been filed in the Kansas Federal Court and other courts, were advancing toward their own trials as well.

Both sides have now agreed to a settlement, which is an agreement between a plaintiff and a defendant to resolve a lawsuit. That way, they avoid the costs of further trials and appeals, and the people affected will get compensation. A settlement resolves those issues and makes money available to those claiming injury sooner. The Class Representatives and their attorneys believe that the nationwide settlement is in the best interests of everyone concerned. Although no cases have been tried by Grain Handling Facilities or Ethanol Production Facilities, this settlement also makes money available to them.

The settlement does not mean that the Plaintiffs or Defendants admit that any of the other side's claims or arguments are right.

WHO IS IN THE CLASS

5. Am I a part of this class?

You are a member of the **Settlement Class** certified by the Kansas Federal Court if you are a Corn Producer, a Grain Handling Facility, or an Ethanol Production Facility who fits into the one of the definitions below, even if you have already filed your own lawsuit against Syngenta. A copy of this notice was mailed to all Corn Producers identified through publicly available government records, including those who filed suit, and all Grain Handling Facilities and Ethanol Production Facilities whose addresses could be located.

This section of the notice provides more information on the different types of Class Members. You will see references to "Corn" with a capital "C" which, in the context of this settlement, means corn produced in the United States, and/or dried distillers' grains ("DDGs") produced from that corn by Ethanol Production Facilities as a byproduct of ethanol production, priced for sale after September 15, 2013. For purposes of this settlement:

1. **Corn Producers.** A "Corn Producer" is any owner, operator, landlord, waterlord, tenant, or sharecropper who shares in the risk of producing Corn and who is entitled to share in the Corn crop available for marketing between September 15, 2013 and [Prelim. Approval Date]. A landlord who receives a variable rent payable based on a share of the crop or proceeds from the sale of Corn is a Corn Producer. A landlord who receives only a fixed cash amount for renting the land that does not vary with the size of, or pricing for, the crop is not a Corn Producer. This settlement affects Corn Producers in the U.S. with an interest in U.S. corn priced for sale between September 15, 2013 and [Prelim. Approval Date].
2. **Grain Handling Facilities.** A "Grain Handling Facility" is any grain elevator, grain distributor, grain transporter, or any other entity in the U.S. that, between September 15, 2013 and [Prelim. Approval Date], (a) purchased Corn and then priced Corn in the United States for sale between September 15, 2013 and [Prelim. Approval Date]; and/or (b) purchased Corn and then transported, stored or otherwise handled Corn that was priced

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for sale between September 15, 2013 and [Prelim. Approval Date]. This settlement affects Grain Handling Facilities with an interest in U.S. corn priced for sale between September 15, 2013 and [Prelim. Approval Date].

- 3. Ethanol Production Facilities.** An “Ethanol Production Facility” is any ethanol plant, biorefinery, or other entity in the U.S. that, between September 15, 2013 and [Prelim. Approval Date], produced or purchased DDGs in the United States and priced those DDGs for sale. This settlement affects Ethanol Production Facilities with an interest in U.S. Corn priced for sale between September 15, 2013 and [Prelim. Approval Date].

Excluded from the Settlement Class are the following: (a) the Court and its officers, employees, appointees, and relatives; (b) Syngenta and its affiliates, subsidiaries, officers, directors, employees, contractors, agents, and representatives; (c) all plaintiffs’ counsel in the MDL Actions or the Related Actions; (d) government entities; (e) those opting out of the Settlement; and (f) the Archer Daniels Midland Company, Bunge North America, Inc., Cargill, Incorporated, Cargill, International SA, Louis Dreyfus Company, BV, Louis Dreyfus Company, LLC, Louis Dreyfus Company Grains Merchandising, LLC, Gaviola Grain, LLC, Trans Coastal Supply Company, Inc., Agribase International Inc., and the DeLong Co. Inc. (and all affiliates).

6. Am I part of the Settlement Class if I bought Viptera or Duracade?

Yes. The settlement includes both Corn Producers who did and did not purchase and plant Syngenta’s Viptera and/or Duracade seeds. As explained more fully in the Settlement Benefits section of this notice below, whether an eligible Corn Producer purchased and planted Viptera and/or Duracade affects the amount that the Corn Producer will be paid in this settlement.

7. Am I part of the Settlement Class even if I have already filed my own lawsuit?

Yes. Even if you have already filed your own lawsuit or retained your own attorney, you are a part of the Settlement Class if you are a Corn Producer, a Grain Handling Facility, or an Ethanol Production Facility who fits into the one of the defined groups above. Additionally, even if you have previously excluded yourself from a class, you are still a member of the Settlement Class unless and until you submit a timely, valid request for exclusion from this Settlement Class. See Question 20 below for more details on how to request exclusion.

8. Are landlords eligible to participate in the settlement?

Yes, a landlord who shares in the risk of producing Corn or the pricing of Corn and who is entitled to share in the Corn crop or proceeds from the sale of the Corn crop available for marketing between September 15, 2013 and [Prelim. Approval Date] is eligible to participate in the settlement. A landlord who receives a variable rent payable based on a share of the Corn crop or proceeds from the sale of Corn can participate in the settlement. A landlord who receives only a fixed cash amount for renting the land that does not vary with the size of, or pricing for,

Questions? CALL 1-833-567-CORN toll free or VISIT www.CornSeedSettlement.com.

the Corn crop cannot participate in the settlement unless that fixed cash amount is tied to the price of Corn. If you claim as a landlord based on a fixed cash amount tied to the price of corn, you will have to provide proof of such an agreement with a Producer.

The landlord must submit his or her own Claim Form. The farmer cannot claim a settlement for the landlord's share of the corn marketed, if that share was reported to the Farm Service Agency ("FSA") of the U.S. Department of Agriculture ("USDA") even if the farmer normally markets the corn on behalf of the landlord.

9. I'm still not sure if I am included.

If you are still not sure whether you are included in the Settlement Class, you can get free help at www.CornSeedSettlement.com or by calling **1-833-567-CORN** (1-833-567-2676) or by writing to the Claims Administrator at the following address:

Corn Seed Settlement Claims Administrator
P.O. Box 26226
Richmond, VA 23260

THE SETTLEMENT BENEFITS – WHAT YOU GET

10. What benefits does the settlement provide?

Syngenta has agreed to create a settlement fund of \$1,510,000,000. This amount covers: all Corn Producers, Grain Handling Facilities, and Ethanol Production Facilities who are part of the Settlement Class. Of this amount, a maximum of \$22,600,000 is set aside to pay Corn Producers who did purchase and plant Viptera or Duracade seeds (although the average per-bushel payment to one of these Corn Producers cannot exceed the average per-bushel payment to a Corn Producer who did not purchase and plant Viptera or Duracade seeds), a maximum of \$29,900,000 is set aside to pay Grain Handling Facilities that are covered by the settlement, and a maximum of \$19,500,000 is set aside to pay Ethanol Production Facilities that are covered by the settlement. The total amount available to Corn Producers who did not purchase or plant Viptera or Duracade seeds prior to [Date] shall be the remaining Settlement Funds, which will be at least \$1,438,000,000 before any deductions for the costs of administering the settlement and any attorneys' fees and litigation expenses awarded by the Court, and those amounts will be deducted from the total settlement fund before any payments are made.

11. What can I get from the settlement?

Eligible Corn Producers, Grain Handling Facilities, and Ethanol Production Facilities who stay in the settlement are entitled to a payment **if they submit a complete, signed Claim Form as described below and that Claim Form is approved for payment.** The Claim Form can be submitted online at www.CornSeedSettlement.com.

Corn Producers: The Claims Administrator will be responsible for determining the amount of each Corn Producer's payment based on the following factors: (1) Compensable Recovery

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Quantity, (2) the year of planting, (3) the Producer's ownership interest in those bushels, and (4) whether the producer purchased and planted Agrisure Viptera or Duracade.

For Corn Producers who reported Corn acres to the FSA, Compensable Recovery Quantity for each Marketing Year will be determined by:

- (1) Multiplying the number of Corn acres planted each Marketing Year as reported on the Producer's Form FSA 578 (not including acres reported as failed or for silage) by the Producer's percentage ownership in those acres as reported on the Form FSA 578;
- (2) Multiplying the resulting acreage by the average county yield as reported by USDA National Agricultural Statistics Service ("NASS") (or if no county yield is reported, the nearest yield available as determined by the Claims Administrator);
- (3) Deducting the percentage of bushels reported as "fed on farm" as reported on the Producer's Claim Form; and
- (4) Multiplying the resulting bushels by the weighted average for that particular Marketing Year.

For purposes of determining the Compensable Recovery Quantities for Corn Producer Class Members, the following weighted averages will be used for each respective Marketing Year:

2013/14- 26%
 2014/15- 33%
 2015/16- 20%
 2016/17- 11%
 2017/18- 10%

These averages are based on the evidence and expert analysis in the case.

For example, if the FSA 578 information reflects that John Smith in Marketing Year 2013-14 had a 25% share in 200 acres of Corn in a county with an average yield of 186 bushels per acre, the Producer's Compensable Recovery Quantity will be equal to 200 (acres) multiplied by 186 (average county yield) multiplied by 25% (ownership share) or 9,300 bushels, less any reported fed on farm percentage and then multiplied by the weighted average for that Marketing Year. If Susan Smith had a 75% share in the same acres, her Compensable Recovery Quantity will be 200 (acres) multiplied by 186 (average county yield) multiplied by 75% or 27,900 bushels, less any reported fed on farm percentage and then multiplied by the weighted average for that marketing Year.

For Corn Producers who did not report their Corn acres to the USDA's FSA, Compensable Recovery Quantity will be determined in accordance with the same methodology but using USDA Risk Management Agency information (from data reported to agencies based on crop insurance) instead of Form FSA data.

For those Corn Producers who did not report their Corn acres to USDA FSA or USDA Risk Management Agency ("RMA"), Compensable Recovery Quantity will be determined based on the Claim Form.

Questions? CALL 1-833-567-CORN toll free or VISIT www.CornSeedSettlement.com.

Once the Compensable Recovery Quantity is calculated for the entire Class Period for each Corn Producer, the Claims Administrator will determine payments to Corn Producers by distributing available settlement funds (less the costs of the administering the settlement and any Attorneys' Fees, Costs or Expenses approved by the Court) in proportion to each Corn Producer's Compensable Recovery Quantity (*Pro Rata*).

A Corn Producer's Compensable Recovery Quantity for Producers that purchased and planted Corn grown from Agrisure Viptera and/or Duracade Corn Seed will be calculated in the same manner as Corn Producers that did not purchase and plant Agrisure Viptera and/or Duracade Corn Seed but the *Pro Rata* distribution will be calculated from the settlement funds set aside for that Subclass (\$22.6 million dollars) or at a number below \$22.6 million dollars that ensures that the average per-bushel recovery for Corn Producers that purchased and planted Corn grown from Agrisure Viptera and/or Duracade Corn Seed shall not exceed the average per-bushel recovery of the members of the Subclass of Corn Producers that did not purchase and plant Agrisure Viptera and/or Duracade Corn Seed. Any remaining funds in this Subclass fund will revert to the general Settlement Fund.

Grain Handling Facilities: For Grain Handling Facilities, Compensable Recovery Quantity will be determined as follows:

For each Marketing Year, Grain Handling Facilities total sales of Corn (in bushels) will be multiplied by the weighted average to determine the total Compensable Recovery Quantity for each Marketing Year. Totals for each Marketing Year will be summed to determine that Grain Handling Facilities' total Compensable Recovery Quantity for the Class Period. The Claims Administrator will determine payments to each Grain Handling Facility by distributing available settlement funds set aside for that Subclass (\$29.9 Million) in proportion to each Grain Handling Facilities' total Compensable Recovery Quantity (*Pro Rata*).

For purposes of determining the Compensable Recovery Quantities for Grain Handling Facility Class Members, the following weighted averages will be used for each respective Marketing Year:

2013/14- 26%
 2014/15- 33%
 2015/16- 20%
 2016/17- 11%
 2017/18- 10%

These averages are based on the evidence and expert analysis in the case. Any remaining funds in this Subclass fund will revert to the general Settlement Fund.

Ethanol Production Facilities: For Ethanol Production Facilities, Compensable Recovery Quantity will be determined as follows:

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For each Marketing Year, an Ethanol Production Facility's total sales of DDGs (in short tons) will be multiplied by the weighted average to determine the total Compensable Recovery Quantity for each Marketing Year. Totals for each Marketing Year will be summed to determine that Ethanol Production Facility's total Compensable Recovery Quantity for the Class Period. The Claims Administrator will determine payments to each Ethanol Production Facility by distributing available settlement funds set aside for that Subclass (\$19.5 Million) in proportion to each Ethanol Production Facility's total Compensable Recovery Quantity (*Pro Rata*).

For purposes of determining the Compensable Recovery Quantities for Ethanol Production Facility Class Members, the following weighted averages will be used for each respective Marketing Year:

2013/14- 44%
 2014/15- 47%
 2015/16- 4%
 2016/17- 3%
 2017/18- 2%

These averages are based on the evidence and expert analysis in the case. Any remaining funds in this Subclass fund will revert to the general Settlement Fund.

12. Why are Viptera and Duracade Corn Producers being treated differently?

Syngenta has unique defenses to claims from Corn Producers who purchased and planted Viptera and/or Duracade corn seeds. Specifically, there may be limitations on the ability of those purchasers to sue and the amount that they could recover because those Corn Producers are required to sign stewardship agreements with Syngenta that may limit their rights and ability to recover any damages.

In addition, those who purchased and planted Viptera or Duracade corn seed, if they sued, would potentially have been subject to comparative fault, contributory negligence, assumption of the risk, and other legal defenses. For example, it could have been argued that those who purchased and planted Viptera and Duracade corn seed knew or should have known that the products were not yet approved in China. These are some of the reasons why those who purchased and planted Viptera and Duracade corn seed will receive less than Corn Producers who did not purchase and plant those seeds.

13. How will you determine if someone is a Viptera or Duracade purchaser?

The Claim Form requires that you specify whether you purchased and planted Viptera or Duracade. When you sign and submit your Claim Form, you will state under penalty of perjury that the information you provide in your Claim Form is true. The Claims Administrator also

Questions? CALL 1-833-567-CORN toll free or VISIT www.CornSeedSettlement.com.

may audit information provided in Claim Forms using Syngenta's records. Make sure you do your best to be accurate in your answers.

14. For Corn Producers, why does the Claims Administrator need my FSA 578 and RMA information?

The Court has approved the use of FSA 578 and RMA (crop insurance) information to substantiate claims for settlement payments. This information will be used to determine your Compensable Bushels but will be kept confidential by the Claims Administrator and used only for this settlement.

15. Do I need to obtain a copy of my FSA 578 Form or RMA information?

No. The government has agreed to provide FSA 578 data and RMA data electronically for any Corn Producer who consents to that disclosure as part of the Claim Form. Paper copies will NOT be accepted so you should NOT obtain any paper copies. Everything must be submitted as part of the Court-approved Claim Form.

HOW YOU GET A PAYMENT

16. How do I get paid?

You must submit a Claim Form in order to get paid. There is a different Claim Form for each type of Class Member (Corn Producer, Grain Handling Facility, or Ethanol Production Facility). You can submit an electronic Claim Form in just a few quick and easy steps on the settlement website at www.CornSeedSettlement.com using any internet-capable device (mobile phone, tablet, desktop computer, etc.). The online filing system will ask you only those questions required for your specific Class Member type.

The settlement website also will have downloadable and printable versions of all three Claim Forms available at www.CornSeedSettlement.com/Documents.aspx if you prefer to complete and submit a paper copy Claim Form.

If you cannot access the internet, you may request a paper copy Claim Form by calling 1-833-567-CORN (1-833-567-2676) or writing to the Claims Administrator at:

Corn See Settlement Claims Administrator
P.O. Box 26226
Richmond, VA 23260

Regardless of how you submit the Claim Form, all Claim Forms must be completed, signed and submitted online or postmarked on or before [Claims Deadline].

The Class Member or person with legal authority to act on behalf of the Class Member must complete and sign the Claim Form(s). If you have a lawyer who represents you in a Syngenta lawsuit, the lawyer cannot sign and submit the Claim Form for you. The Claim Form must be

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signed and submitted by the Class Member or, if the Class Member is a legal entity, by someone with legal authority to act on behalf of the entity other than your lawyer in the Syngenta matter. Each Corn Producer must submit his or her own Claim Form. For example, a tenant cannot submit on behalf of his or her landlord. The landlord must submit his or her Claim Form separately.

You do not need to obtain copies of your FSA 578 Report to make a claim. After you submit a Claim Form consenting to disclosure of the FSA 578 data to the Claims Administrator to use for processing your claim (but otherwise keep confidential), this information will be provided directly by the FSA.

Any Class Member submitting a paper copy Claim Form must mail the form to the following address:

Corn Seed Settlement Claims Administrator
P.O. Box 26226
Richmond, VA 23260

17. If I submit an eligible claim, when will I get my payment?

The Court will hold a hearing on [FFH Date], commonly referred to as a Fairness Hearing, to decide whether to grant certification of the Settlement Class and whether to approve the settlement. If the Court approves the settlement after that, there may be appeals taken by objectors to the settlement. Resolving those appeals often takes time, perhaps more than a year. Progress of the payments will be put up on the settlement website. Please be patient.

18. What am I giving up to get a payment?

Unless you exclude yourself, you are staying in the Settlement Class, and that means that you can't sue, continue to sue, or be part of any other lawsuit against Syngenta about the legal issues in *these* cases being settled. It also means that all of the Court's orders relating to this settlement will apply to you and legally bind you. Even if you do not submit a claim to get paid, you will give up your claims against Syngenta and be bound by the Court's orders. You must submit a Claim Form to get paid.

A copy of the Settlement Agreement containing the full language of the legal release and all of the terms of the settlement is available at www.CornSeedSettlement.com.

19. Does my participation in this settlement affect any claims I may have against exporters relating to these issues?

Your participation as a Class member in this settlement does not and will not affect any claims you may have against exporters related to the rejection of U.S. corn by China. You will not lose any claims you may have against any exporters. The only claims that are being released if you do not request to be excluded from the Class are against Syngenta.

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EXCLUDING YOURSELF FROM THE SETTLEMENT

If you don't want a payment from this settlement, but you want to keep the right to sue or continue to sue Syngenta on your own about the legal issues in this case, then you must take steps to get out of the settlement. This is called excluding yourself—or is sometimes referred to as “opting out” of the Settlement Class.

20. How do I get out of the settlement?

If you ask to be excluded, you will not get any settlement payment, and you cannot object to the settlement. You will not be legally bound by anything that happens in the lawsuit. You may be able to sue (or continue to sue) Syngenta in the future. If you want to be excluded from this settlement, you must submit an exclusion request even if you have already separately sued Syngenta.

The procedure for asking to be excluded from the settlement (submitting an “Opt-Out Request”) varies depending on what type of Class Member you are. This section of the notice explains those different procedures.

1. Corn Producer Opt Out Procedure.

If you are a Corn Producer and do not want to be included in the settlement, you must mail a written Opt-Out Request to the Claims Administrator that includes the following:

- (a) your full legal name (or entity name if applicable), valid mailing address, and all digits of your Social Security or (if an entity) Tax ID number, a functioning telephone number and the address of the farm(s) whose Corn priced for sale after September 15, 2013 was allegedly impacted by Agrisure Viptera and/or Duracade Corn Seed;
- (b) a statement that you have reviewed and understood the Class Notice and choose to be excluded from the Settlement Class and, that you understand that by opting out, you will not share in any recovery obtained on behalf of the Settlement Class;
- (c) the name and contact information of your attorney, if you have one;
- (d) a statement indicating that you are a Corn Producer who during the Class Period owned an Interest in Corn in the U.S. that was priced for sale after September 15, 2013;
- (e) either (1) a signed consent to obtain your FSA 578 Report and RMA Data for each year from 2013-2017 related to any Corn crop in which you have an interest, or (2) a statement certifying by penalty of perjury, based on your knowledge, information, and belief, the number of planted Corn acres for each calendar year

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from 2013-2017 and your share of Corn planted on those acres in which you had an Interest; and

- (f) your actual signature in ink and the signature of anyone else required under law to bind the Corn Producer who is seeking to be excluded (not an electronic copy). The signature of your attorney representing you in this matter will **not** be accepted by the Court. ***You must sign your own Opt-Out Request.***

A tenant who excludes himself from the settlement cannot exclude a landlord's ownership interest in the Corn crop and vice versa; a husband and wife with a 50-50 interest in a crop, as reported to the FSA, must each sign an Opt-Out Request to exclude 100% of their crop from the settlement; and someone who produces Corn under multiple entity names must execute an Opt-Out Request for each separate entity.

Any Corn Producer who does not submit a valid Opt-Out Request for a particular interest will have that interest included in the Settlement Class.

2. Grain Handling Facility Opt Out Procedure.

If you are a Grain Handling Facility and do not want to be included in the settlement, you must send a written Opt-Out Request to the Claims Administrator that includes the following:

- (a) your full legal name (or entity name if applicable), valid mailing address, and all digits of the Social Security or (if an entity) Tax ID number, and a functioning telephone number;
- (b) a statement that you have reviewed and understood the Class Notice and choose to be excluded from the Settlement Class and, that you understand that by opting out, you will not share in any recovery obtained on behalf of the Settlement Class;
- (c) the name and contact information of your attorney, if you have one;
- (d) a statement indicating that you are a Grain Handling Facility;
- (e) business records demonstrating (1) the number of Corn bushels purchased per Marketing Year; (2) the number of Corn bushels priced for sale after September 15, 2013 and for each Marketing Year (if any); (3) your total Storage Capacity; and
- (f) your actual signature in ink and the signature of anyone else required under law to bind the Grain Handling Facility seeking to be excluded (not an electronic copy). The signature of your attorney representing you in this matter will **not** be accepted by the Court. ***You must sign your own Opt-Out Request.***

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3. Ethanol Production Facility Opt Out Procedure.

If you are an Ethanol Production Facility and do not want to be included in the settlement, you must send a written Opt-Out Request to the Claims Administrator that includes the following:

- (a) your full legal name (or entity name if applicable), valid mailing address, and all digits of the Social Security or (if an entity) Tax ID number, and a functioning telephone number;
- (b) a statement that you have reviewed and understood the Class Notice and choose to be excluded from the Settlement Class and, that you understand that by opting out, you will not share in any recovery obtained on behalf of the Settlement Class;
- (c) the name and contact information of your attorney, if you have one;
- (d) a statement indicating that you are an Ethanol Production Facility;
- (e) business records demonstrating (1) the number of Corn bushels purchased per Marketing Year; (2) the number of short tons of DDGs priced for sale after September 15, 2013 and for each Marketing Year (if any); (3) your total Production Capacity; and
- (f) your actual signature in ink and the signature of anyone else required under law to bind the Ethanol Production Facility seeking to be excluded (not an electronic copy). The signature of your attorney representing you in this matter will **not** be accepted by the Court. ***You must sign your own Opt-Out Request.***

For Any Class Member seeking to opt out of the Settlement (whether you are a Corn Producer, Grain Handling Facility or Ethanol Production Facility), your signature **must be** made and dated on or after [insert mailing date for this Notice]. Finally, your Opt-Out Request must be postmarked by [Opt Out/Objection Deadline] and mailed to:

Corn Seed Settlement Claims Administrator
P.O. Box 26226
Richmond, VA 23260

You can't exclude yourself on the phone or by e-mail. If you do not provide the information required to opt out or fail to timely submit an Opt-Out Request, you will be deemed to have waived your right to opt out and will be a member of the Settlement Class.

No person or entity, including another Class Member, may submit an Opt-Out Request on behalf of any other Class Member or that Class Member's interest in a claim covered by the settlement.

The Court will not accept Opt-Out Requests signed prior to the date this notice was mailed. This includes any exclusions that were submitted for previous class notices or class actions

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related to Agrisure Viptera or Duracade corn seed. This means if you opted out of one or more of the prior class actions, you are included in this settlement unless you opt out again.

21. If I opt out, can I maintain my lawsuit against Syngenta?

If you timely opt out and you follow the requirements in Question 20, you may sue or continue to sue Syngenta because you will not be bound by the settlement. You should know, however, that as part of this settlement, Syngenta has agreed that for at least one year following the date this settlement is completed, it will not pay any Class Member who opts out more favorably than it is treating similarly situated Class Members who stay in the class. The only way to get more money in a separate suit prior to that date would be to take your case to trial, obtain a verdict that is better than this settlement, and win on appeal.

22. If I don't opt out, can I sue Syngenta for the same thing later?

No. Unless you exclude yourself, you give up the right to sue Syngenta for the claims that this settlement resolves. If you have a pending lawsuit, speak to your lawyer in that lawsuit immediately. You must exclude yourself, if eligible, from this Settlement Class to continue your own lawsuit. Remember, the exclusion deadline is [OBJECTION DEADLINE].

23. If I opt out, can I get money from this settlement?

No.

THE LAWYERS REPRESENTING YOU

24. Do I have a lawyer in this case?

The Court has appointed Daniel E. Gustafson, Christopher A. Seeger, and Patrick J. Stueve to represent the Settlement Class. These lawyers are referred to as "Settlement Class Counsel." If you want to be represented by your own lawyer, you may hire one at your own expense.

25. What about lawyers advising me to exclude myself from the class?

You may receive letters or calls from lawyers seeking to represent you in this case. You have the right to consult an attorney for advice about whether to stay in the Settlement Class and accept the settlement. You should be cautious, however, about advice from attorneys recommending that you exclude yourself from the Settlement Class so that they can represent you in an individual lawsuit against Syngenta, because these attorneys have a financial motive in having you hire them.

26. How will the lawyers be paid?

Settlement Class Counsel will seek up to one-third of the settlement fund as attorneys' fees and reimbursement for [\$___] in costs and expenses. The Court may award less than these amounts.

Questions? CALL 1-833-567-CORN toll free or VISIT www.CornSeedSettlement.com.

These fees represent compensation to hundreds of lawyers who participated in the litigation against Syngenta, including the lawyers who tried the cases in Kansas and Minnesota, and any other lawyers to whom the Court awards fees. A copy of the Fee and Expense Applications will be uploaded to the www.CornSeedSettlement.com after [Fee Date].

If you hired an attorney before you received this notice and want to stay in the Settlement Class, you should discuss the issue of attorneys' fees with your lawyer.

If you choose to hire your own lawyer, you will be responsible for that lawyer's fees and expenses.

OBJECTING TO THE SETTLEMENT

You can tell the Court that you don't agree with the settlement or some part of it.

27. How do I tell the Court that I don't like the settlement?

If you're a Class Member, you can object to the settlement if you don't like any part of it, including the requests being made by Class Counsel for attorneys' fees and litigation expenses or the service awards being sought for Class Representative and those plaintiffs who helped litigate the case for the Class). You can give reasons why you think the Court should not approve the settlement or what you do not like about the settlement. The Court will consider your views.

You cannot both exclude yourself from the settlement and object at the same time. If you exclude yourself, you cannot object to any part of the settlement. You have to remain in the Settlement Class in order to maintain your right to object to any part of the settlement.

To object, you must file a written objection with the Clerk of Court. You must include your name, mailing address and telephone number. You must also clearly state the specific legal and factual reasons why you object to the settlement and attach copies of any materials that you intend to submit to the Court or present at the Fairness Hearing. If you're represented by a lawyer in connection with the issues involved with the sale and marketing of Viptera and Duracade, you must include the lawyer's name, email address, mailing address and telephone number.

All objections must be personally signed by the Class Member with an actual ink signature, even if you're represented by a lawyer. Any request to appear and present argument at the Final Fairness Hearing must also be specifically stated.

In addition to filing your objection with the Clerk of Court, you must also mail the objection to each address listed below:

Settlement Class Counsel:

Daniel E. Gustafson
Gustafson Gluek, PLLC
120 S. 6th Street, Suite 2600

Questions? CALL 1-833-567-CORN toll free or VISIT www.CornSeedSettlement.com.

Minneapolis, MN 55402

Christopher A. Seeger
Seeger Weiss LLP
55 Challenger Road
Ridgefield Park, NJ 07660

Patrick J. Stueve
Stueve Siegel Hanson LLP
460 Nichols Road, Suite 200
Kansas City, MO 64112

Counsel for Syngenta:
Leslie M. Smith, P.C.
Kirkland & Ellis LLP
300 North LaSalle Street
Chicago, IL 60654

The objection must be postmarked no later than **[OBJECTION DEADLINE]**:

If you object, you may be asked to answer questions by the attorneys, or the Court, about your reasons for objecting.

No person or entity or other Class Members may object for, or on behalf of, any other Class Member.

THE COURT'S FAIRNESS HEARING

The Court will hold a hearing to decide whether to approve the settlement. You may attend and you may ask to speak, but you don't have to.

28. When and where will the Court decide whether to approve the settlement?

The Court will hold a Fairness Hearing at [TIME AND DATE OF FFH], at the United States District Court for the District of Kansas, 500 State Ave., Kansas City, KS 66101. At this hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court will listen to people who have previously asked to speak at the hearing. The Court may also decide how much to pay Settlement Class Counsel. After the hearing, the Court will decide whether to approve the settlement. We do not know how long these decisions will take.

The hearing may be moved to a different date or time without additional notice, so it is a good idea to check www.CornSeedSettlement.com for updates.

29. Do I have to come to the hearing?

Questions? CALL 1-833-567-CORN toll free or VISIT www.CornSeedSettlement.com.

No. Settlement Class Counsel will answer questions the Court may have. You are welcome, however, to come at your own expense. If you send an objection, you don't have to come to court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it's not necessary.

30. May I speak at the hearing?

If you timely objected to the settlement, you may ask the Court for permission to speak at the Fairness Hearing. To do so, you must make such a request in your objection or send a letter saying that it is your "Notice of Intention to Appear in the Syngenta Settlement." Be sure to include your name, address, telephone number, and your signature. Your Notice of Intention to Appear must be postmarked no later than **[NOTICE TO APPEAR DEADLINE]**, and be sent to the Clerk of the Court, Class Counsel, and Defense Counsel, at the addresses in Question [27]. You cannot speak at the hearing if you excluded yourself. You can speak only about issues that you timely raised in a written objection pursuant to Question [27].

IF YOU DO NOTHING

31. What happens if I do nothing at all?

If you do nothing, you will not get any payment from this settlement, and unless you've excluded yourself from the Settlement Class, you won't be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Syngenta about the legal issues in this case.

GETTING MORE INFORMATION

31. Is more information about the lawsuit available?

Yes. If you have any questions or would like additional information, you may visit www.CornSeedSettlement.com, call **1-833-567-CORN (1-833-567-2676)**, or write to the Claims Administrator at:

Corn Seed Settlement Claims Administrator
P.O. Box 26226
Richmond, VA 23260

Submit your Claim Form Online at www.CornSeedSettlement.com.

**DO NOT WRITE OR CALL THE COURT OR THE CLERK'S OFFICE
FOR INFORMATION**

Questions? CALL 1-833-567-CORN toll free or VISIT www.CornSeedSettlement.com.

EXHIBIT 4

to Settlement Agreement



IF YOU ARE OR WERE A CORN PRODUCER, GRAIN HANDLING FACILITY, OR ETHANOL PRODUCTION FACILITY,

You may be entitled to a portion of a \$1.5 billion Syngenta settlement.

What is this about?

A Settlement has been reached with Syngenta over class action and individual lawsuits related to the sale and marketing of its Agrisure Viptera and Duracade corn seeds and the alleged harm that Syngenta's conduct caused corn producers, grain handling facilities, and ethanol plants. Syngenta denies it did anything wrong. Although certain corn producers' cases went to trial, the courts have not made a final decision as to who is right.

Who's included?

The Settlement may affect your rights if you are:

- (1) **A Corn Producer** (that is, an owner, operator, landlord, waterlord, tenant, or sharecropper) who shares in the risk of producing corn and is entitled to share in certain corn crops in the U.S. who priced corn for sale between September 15, 2013 and [Prelim. Approval Date]. A landlord who receives a variable rent payable based on a share of the crop or proceeds from the sale of Corn is a Corn Producer. A landlord who receives only a fixed cash amount for renting the land that does not vary with the size of, or pricing for, the crop is not a Corn Producer; or
- (2) **A Grain Handling Facility** (that is, a grain elevator, grain distributor, grain transporter, or other similar entity) in the U.S. with an interest in U.S. corn priced for sale between September 15, 2013 and [Prelim. Approval Date]; or
- (3) **An Ethanol Production Facility** (that is, an ethanol plant, biorefinery, or other similar entity) in the U.S. with an interest in U.S. corn, including DDGs, priced for sale between September 15, 2013 and [Prelim. Approval Date].

What does the Settlement provide?

Syngenta has agreed to pay \$1.51 billion into a Settlement Fund to pay Class Members who submit eligible claims, court-approved attorneys' fees, expenses, service awards to certain plaintiffs who helped prosecute the case, fees of the Special Masters appointed in these cases, and costs relating to notice and class administration, including fees of the Claims Administrator. The amount eligible Class Members will receive depends on the amount of the Class Member's interest in U.S. corn priced for sale between September 15,

2013 and [Prelim. Approval Date].

How do I get a payment?

To stay in the Settlement and get paid, submit a Claim Form by [Claims Deadline]. You can submit a Claim Form online at www.CornSeedSettlement.com. The website also provides instructions for how to file a paper copy Claim Form through the mail.

What are my other options?

1. **Do Nothing** – You will remain in the Settlement but you will not receive Settlement benefits and you give up your rights to sue Syngenta regarding the legal claims in these cases.
2. **Exclude Yourself** – If you do not want to be included in the Settlement, you must exclude yourself by submitting a written request for exclusion by [Exclusion Date]. If you exclude yourself from the Settlement, you keep your right to sue Syngenta regarding its commercialization of Agrisure Viptera and Agrisure Duracade. The website explains how to exclude yourself. If you previously requested exclusion from a litigation class in one of the cases against Syngenta, that request will NOT exclude you from the Settlement Class.
3. **Object** – If you remain in the Settlement but don't like it, you can object to it by filing and mailing a written objection by no later than [Objection Date]. The website explains how to object. The Court will hold a hearing on XXXX to consider any objections, and to determine whether to approve the Settlement, award attorneys' fees and expenses and grant of incentive awards to the named class representatives. You can appear and speak at that hearing or you can hire your own attorney, at your own expense, to appear or speak for you at the hearing, but you don't have to do either.

This is only a summary. For detailed information, visit the website or call the number below.

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What is this about?

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Who's included?

The Settlement may affect your rights if you are:

- (1) **A Corn Producer** (that is, an owner, operator, landlord, waterlord, tenant, or sharecropper) who shares in the risk of producing corn and is entitled to share in certain corn crops in the U.S. who priced corn for sale between September 15, 2013 and [Prelim. Approval Date]; A landlord who receives a variable rent payable based on a share of the crop or proceeds from the sale of Corn is a Corn Producer. A landlord who receives only a fixed cash amount for renting the land that does not vary with the size of, or pricing for, the crop is not a Corn Producer; or
- (2) **A Grain Handling Facility** (that is, a grain elevator, grain distributor, grain transporter, or other similar entity) in the U.S. with an interest in U.S. corn priced for sale between September 15, 2013 and [Prelim. Approval Date]; or
- (3) **An Ethanol Production Facility** (that is, an ethanol plant, biorefinery, or other similar entity) in the U.S. with an interest in U.S. corn, including DDGs, priced for sale between September 15, 2013 and [Prelim. Approval Date].

What does the Settlement provide?

Syngenta has agreed to pay \$1.51 billion into a Settlement Fund to pay Class Members who submit eligible claims, court-approved attorneys' fees, expenses, service awards to certain plaintiffs who helped prosecute the case, fees of the Special Masters appointed in these cases, and costs relating to notice and class administration, including fees of the Claims Administrator. The amount eligible Class Members will receive depends on the amount of the Class Member's interest in U.S. corn priced for sale between September 15,

2013 and [Prelim. Approval Date].

How do I get a payment?

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What are my other options?

1. **Do Nothing** – You will remain in the Settlement but you will not receive Settlement benefits and you give up your rights to sue Syngenta regarding the legal claims in these cases.
2. **Exclude Yourself** – If you do not want to be included in the Settlement, you must exclude yourself by submitting a written request for exclusion by [Exclusion Date]. If you exclude yourself from the Settlement, you keep your right to sue Syngenta regarding its commercialization of Agrisure Viptera and Agrisure Duracade. The website explains how to exclude yourself. If you previously requested exclusion from a litigation class in one of the cases against Syngenta, that request will NOT exclude you from the Settlement Class.
3. **Object** – If you remain in the Settlement but don't like it, you can object to it by filing and mailing a written objection by no later than [Objection Date]. The website explains how to object. The Court will hold a hearing on XXXX to consider any objections, and to determine whether to approve the Settlement, award attorneys' fees and expenses and grant of incentive awards to the named class representatives. You can appear and speak at that hearing or you can hire your own attorney, at your own expense, to appear or speak for you at the hearing, but you don't have to do either.

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- (2) A **Grain Handling Facility** (that is, a grain elevator, grain distributor, grain transporter, or other similar entity) in the U.S. with an interest in U.S. corn priced for sale between September 15, 2013 and [Prelim. Approval Date]; or
- (3) An **Ethanol Production Facility** (that is, an ethanol plant, biorefinery, or other similar entity) in the U.S. with an interest in U.S. corn, including DDGs, priced for sale between September 15, 2013 and [Prelim. Approval Date].

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- (2) A **Grain Handling Facility** (that is, a grain elevator, grain distributor, grain transporter, or other similar entity) in the U.S. with an interest in U.S. corn priced for sale between September 15, 2013 and [Prelim. Approval Date]; or
- (3) An **Ethanol Production Facility** (that is, an ethanol plant, biorefinery, or other similar entity) in the U.S. with an interest in U.S. corn, including DDGs, priced for sale between September 15, 2013 and [Prelim. Approval Date].

What does the Settlement provide?

Syngenta has agreed to pay \$1.51 billion into a Settlement Fund to pay Class Members who submit eligible claims, court-approved attorneys' fees, expenses, service awards to certain plaintiffs who helped prosecute the case, fees of the Special Masters appointed in these cases, and costs relating to notice and class administration, including fees of the Claims Administrator. The amount eligible Class Members will receive depends on the amount of the Class Member's interest in U.S. corn priced for sale between September 15, 2013 and [Prelim. Approval Date].

How do I get a payment?

To stay in the Settlement and get paid, submit a Claim Form by [Claims Deadline]. You can submit a Claim Form online at www.CornSeedSettlement.com. The website also provides instructions for how to file a paper copy Claim Form through the mail.

What are my other options?

- 1. Do Nothing** – You will remain in the Settlement but you will not receive Settlement benefits and you give up your rights to sue Syngenta regarding the legal claims in these cases.
 - 2. Exclude Yourself** – If you do not want to be included in the Settlement, you must exclude yourself by submitting a written request for exclusion by [Exclusion Date]. If you exclude yourself from the Settlement, you keep your right to sue Syngenta regarding its commercialization of Agrisure Viptera and Agrisure Duracade. The website explains how to exclude yourself. If you previously requested exclusion from a litigation class in one of the cases against Syngenta, that request will NOT exclude you from the Settlement Class.
 - 3. Object** – If you remain in the Settlement but don't like it, you can object to it by filing and mailing a written objection by no later than [Objection Date]. The website explains how to object. The Court will hold a hearing on XXXX to consider any objections, and to determine whether to approve the Settlement, award attorneys' fees and expenses and grant of incentive awards to the named class representatives. You can appear and speak at that hearing or you can hire your own attorney, at your own expense, to appear or speak for you at the hearing, but you don't have to do either.
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www.CornSeedSettlement.com
1-833-567-CORN (1-833-567-2676)



IF YOU ARE OR WERE A CORN PRODUCER, GRAIN HANDLING FACILITY, OR ETHANOL PRODUCTION FACILITY,

You may be entitled to a portion of a \$1.5 billion Syngenta settlement.

What is this about?

A Settlement has been reached with Syngenta over class action and individual lawsuits related to the sale and marketing of its Agrisure Viptera and Duracade corn seeds and the alleged harm that Syngenta's conduct caused corn producers, grain handling facilities, and ethanol plants. Syngenta denies it did anything wrong. Although certain corn producers' cases went to trial, the courts have not made a final decision as to who is right.

Who's included?

The Settlement may affect your rights if you are:

- (1) **A Corn Producer** (that is, an owner, operator, landlord, waterlord, tenant, or sharecropper) who shares in the risk of producing corn and is entitled to share in certain corn crops in the U.S. who priced corn for sale between September 15, 2013 and [Prelim. Approval Date]. A landlord who receives a variable rent payable based on a share of the crop or proceeds from the sale of Corn is a Corn Producer. A landlord who receives only a fixed cash amount for renting the land that does not vary with the size of, or pricing for, the crop is not a Corn Producer; or
- (2) **A Grain Handling Facility** (that is, a grain elevator, grain distributor, grain transporter, or other similar entity) in the U.S. with an interest in U.S. corn priced for sale between September 15, 2013 and [Prelim. Approval Date]; or
- (3) **An Ethanol Production Facility** (that is, an ethanol plant, biorefinery, or other similar entity) in the U.S. with an interest in U.S. corn, including DDGs, priced for sale between September 15, 2013 and [Prelim. Approval Date].

What does the Settlement provide?

Syngenta has agreed to pay \$1.51 billion into a Settlement Fund to pay Class Members who submit eligible claims, court-approved attorneys' fees, expenses, service awards to certain plaintiffs who helped prosecute the case, fees of the Special Masters appointed in these cases, and costs relating to notice and class administration, including fees of the Claims Administrator. The amount eligible Class Members will receive depends on the amount of the Class Member's interest in U.S. corn priced for sale between September 15,

2013 and [Prelim. Approval Date].

How do I get a payment?

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What are my other options?

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1-833-567-CORN (1-833-567-2676)

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IF YOU ARE OR WERE A CORN PRODUCER, GRAIN HANDLING FACILITY, OR ETHANOL PRODUCTION FACILITY,

You may be entitled to a portion of a \$1.5 billion Syngenta settlement.

What is this about?

A Settlement has been reached with Syngenta over class action and individual lawsuits related to the sale and marketing of its Agrisure Viptera and Duracade corn seeds and the alleged harm that Syngenta's conduct caused corn producers, grain handling facilities, and ethanol plants. Syngenta denies it did anything wrong. Although certain corn producers' cases went to trial, the courts have not made a final decision as to who is right.

Who's included?

The Settlement may affect your rights if you are:

- (1) **A Corn Producer** (that is, an owner, operator, landlord, waterlord, tenant, or sharecropper) who shares in the risk of producing corn and is entitled to share in certain corn crops in the U.S. who priced corn for sale between September 15, 2013 and [Prelim. Approval Date]; A landlord who receives a variable rent payable based on a share of the crop or proceeds from the sale of Corn is a Corn Producer. A landlord who receives only a fixed cash amount for renting the land that does not vary with the size of, or pricing for, the crop is not a Corn Producer; or
- (2) **A Grain Handling Facility** (that is, a grain elevator, grain distributor, grain transporter, or other similar entity) in the U.S. with an interest in U.S. corn priced for sale between September 15, 2013 and [Prelim. Approval Date]; or
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What does the Settlement provide?

Syngenta has agreed to pay \$1.51 billion into a Settlement Fund to pay Class Members who submit eligible claims, court-approved attorneys' fees, expenses, service awards to certain plaintiffs who helped prosecute the case, fees of the Special Masters appointed in these cases, and costs relating to notice and class administration, including fees of the Claims Administrator. The amount eligible Class Members will receive depends on the amount of the Class Member's interest in U.S. corn priced for sale between September 15,

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1-833-567-CORN (1-833-567-2676)

EXHIBIT 5

to Settlement Agreement

NOTICE PLAN

The Notice Program will provide the best notice practicable under the circumstances of this case and conform to all aspects of Rule 23 of the Federal Rules of Civil Procedure, satisfies the Due Process clause of the United States Constitution, and comports with the guidance for effective notice articulated in the *Manual for Complex Litigation*, 4th.

The objective of the Notice Plan is to provide the best notice practicable of the Settlement to members of the Settlement Classes as defined in the Settlement Agreement.

The Notice Plan will have several parts:

1. Direct Notice to individual persons and entities by first-class mail;
2. Paid Publication notice through the use of paid media, including trade magazines, digital media, and radio;
3. Press Release;
4. Trade organizations – publication notice by various corn growers trade organizations;
5. Electronic notice through an internet website;
6. Toll-Free Telephone number and P.O. Box.

Direct Notice

The Notice Administrator shall obtain and utilize a Freedom of Information Act (“FOIA”) request to obtain the names and addresses of U.S. corn producers who received crop subsidies in any year 2013-2017 from the USDA Farm Service Agency. The Notice Administrator shall supplement this list with any additional

names and addresses contained in specialty mailing lists for U.S. corn producers previously purchased and utilized in sending notice to various Class members regarding the original class certification orders in the various litigation. In addition, the Notice Administrator will purchase mailing lists for Ethanol and Grain facilities in the United States.

These mailing lists will be used to provide the Long Form Notice of the Settlement, as approved by the Court, to potential members of the Settlement Classes with instructions on how to download and submit the Claim Form or request a hard copy.

Prior to mailing, all mailing addresses will be checked against the National Change of Address (“NCOA”) database maintained by the United States Postal Service (“USPS”).¹ Any addresses that are returned by the NCOA database as invalid will be updated through a third- party address search service. Best available efforts will be used by the Notice Administrator to obtain current and accurate addresses for Class members. In addition, the addresses will be certified via the Coding Accuracy Support System (“CASS”) to ensure the quality of the zip code,

¹ The NCOA database contains records of all permanent change of address submissions received by the USPS for the last four years. The USPS makes this data available to mailing firms and lists submitted to it are automatically updated with any reported move based on a comparison with the person’s name and known address.

and verified through Delivery Point Validation (“DPV”) to verify the accuracy of the addresses.

Once all of the duplications and Excluded Exporters have been removed from the lists and the addresses have been verified and updated, the Notice Administrator will send the Long Form Notice of Settlement, in a form approved by the Court, by first class U.S. mail, to all of the potential Settlement Class members on the lists.

Additionally, a Notice will be mailed, by first class U.S. mail, to all persons who request one via the toll-free phone number. The Notice will also be made available on the Settlement website, as described below.

The return address on the Notices will be a post office box maintained by the Notice Administrator. Notices that are returned as undeliverable will be re-mailed to any address indicated by the postal service in the case of an expired automatic forwarding order. For those notices that are returned as non-deliverable but for which a new address is not indicated by the postal service, the Notice Administrator will do additional public record research, using a third-party lookup service to identify potential updated mailing addresses. If any address is found, the Notice will be re-mailed. Address updating and re-mailing for undeliverable Notices will be ongoing.

Finally, the Notice Provider will follow-up the direct mailing of the Long Form Notice with reminder postcards after the opt out deadline to everyone on the mailing lists who has not opted out of the Settlement. The reminder postcards will remind Class members of the important deadlines for submitting a Claim Form.

Paid Publication Notice

To supplemental the direct individual notice, the Notice Plan will utilize a paid media program to reach Class members as well. The program will be based on specifically reaching those people and entities that fit within the Settlement Classes. Therefore, specific media was chosen to reach the various groups included with the Settlement Classes.

The proposed media schedule includes publishing the Publication Summary Notice, in a form approved by the Court, one time in various industry publications, both national and state specific publications, that are specifically targeted to reach corn producers, grain handlers and ethanol plants.

Additionally, there will be digital advertising to provide Class members with notice opportunities beyond the print publications. This will include digital banner advertisement on various social media outlets, including those specifically targeting individuals with an interest in farming. Where possible, these advertisements will provide the ability for Class Members to “click through” directly to the settlement website to submit claims, and they will run until the

deadline for the submission of claims or until Settlement Class Counsel otherwise direct.

Finally, the Notice Plan provide for 30 second radio ads, which will air for two weeks following the initial mailing of the Long Form Notice and will run again for two weeks immediately following the mailing of the reminder postcards. These radio ads will run on hundreds of radio stations.

Press Release

To amplify the Notice Plan, a neutral press release approved by the Parties will be distributed via PR Newswire's US1 distribution which will reach thousands of print and online media outlets. The release will highlight the toll-free telephone number and settlement website address where Class members can obtain additional information relating to the settlement, including requesting a copy of the Long Form Notice.

Trade Organizations and Other Outreach

To build additional reach and extend exposures, the Publication Notice and/or Press Release will be provided to the various corn trade organizations, including various states' corn growers' associations, the National Corn Growers Association, the National Grain and Feed Association for their consideration to distribute to their members or for insertion into their news letters or other communications with their members. Publication Notice by these various

organizations can serve a valuable role by providing additional notice exposures beyond that which is provided by paid media.

In addition, Class Counsel will request that the Farm Service Agency (“FSA”) post at local FSA offices and in their newsletters around the country a public notice of the settlement informing claimants how to submit a claim.

Electronic Notice

A Settlement Website will be established at the URL www.XXXX.com to enable potential Settlement Class members to get information on the Settlement.

The website will allow potential Settlement Class members to download the Long Form Notice, submit the Claim Form, and review the Settlement Agreement. It will also have a list of Frequently Asked Questions and Answers, the substance of which will be agreed upon by the Parties. The Settlement Website address will be prominently displayed in all printed notice documents.

Toll-Free Telephone Number And P.O. Box

A toll-free phone number will be established allowing Settlement Class members to call and request that a Notice Packet and a hard copy Claim Form be mailed to them. The toll-free number will also provide Settlement Class members with access to recorded information that will include answers to frequently-asked questions and directs them to the case website. This automated phone system will

be available 24 hours per day, 7 days per week. There will also be live operators who will be available to answer additional questions for Class members.

Finally, a post office box will be established to allow Settlement Class members to contact the Notice Administrator by mail with any specific requests or questions.

Further Supplemental Notice Measures

Class Counsel, in conjunction with the Notice and Claims Administrator, shall monitor the submission of Claim Forms and may in their discretion seek Court approval to perform supplemental or additional forms of outreach not provided for herein.

EXHIBIT 6

to Settlement Agreement

EXHIBIT 6

NON-EXCLUSIVE LIST OF RELEASED PARTIES

Syngenta AG
Syngenta Crop Protection AG
Syngenta Corporation
Syngenta Crop Protection, LLC
Syngenta Seeds, LLC
Ag Connections, LLC
AgBiome, LLC
Agencja Nasienna Sp.z.o.o.
Aragua S.A.
Agri Oss Holding Pte. Ltd.
Agricultural consumer cooperative corn calibrating plant "Kuban"
AgriMetis, LLC
Agrinos A/S
Agrivida, Inc.
Agro Insumos S.A.
AgTech Accelerator Corporation
Agworld Pty Ltd
Amakem NV
Asilomar Bio, Inc.
bci Betriebs-AG
Beijing Zhongke Sanbei Seed Co., Ltd.
BiognoSYS AG
BoMill AB
Boragen Inc.
Campo Limpo Reciclagem e Transformação de Plástico S.A.
CIMO Compagnie industrielle de Monthey SA
Compagnie des Forces Motrices d'Orsières - FMO SA
Consorzio per la Valorizzazione delle Sementi (CONVASE)
Cotton Growers Services Pty Ltd
Cseber Nonprofit Kft.
Devgen NV
Devgen Seeds & Crop Technology Pvt. Ltd.
Edenspace Systems Corporation
Esquejes Sociedad Anónima
Ethiopia Cuttings PLC
EuroFerm GmbH
GB Biosciences LLC
Gedera Seeds International B.V.
Génoplane-Valor S.A.S.
Gilde Europe Food & Agribusiness Fund B.V.
Granaio Italiano S.c.a.r.l.
Greenlight Biosciences Inc.
International School of the Basel Region AG
Jardines Mil Flores Sociedad Anónima
Kapok Plantas S.A.

Kenya Cuttings Limited
Las Vertientes Sociedad Anónima
LongReach Plant Breeders Management Pty. Ltd.
Maïsadour Semences
Metabolon, Inc.
MRI Seed Zambia Ltd.
Nemgenix Pty Ltd.
Novartis Crop Protection (Thailand) Limited
Nutrade Comercial Exportadora Ltda.
OOO Syngenta
OP Nazionale 'Italia Cereali' S.c.a.r.l.
Phytech Ltd.
Planet Labs Inc.
Pollen Limited
PR Research Farm, LLC
Precision Hawk, Inc.
Premier Crop Systems, LLC
PT Devgen Seeds and Crop Technology
PT Syngenta Indonesia
PT Syngenta Seed Indonesia
S4 Holdings Limited
Saatgut-Treuhandverwaltungs GmbH
Sanbei Seed Co., Ltd.
Shouguang Syngenta Seeds Co., Ltd.
Skyline Vet Pharma, Inc.
Società Produttori Sementi S.p.A.
Société Fruitière du Rhône SA
Syngenta (China) Investment Company Limited
Syngenta (Suzhou) Crop Protection Company Ltd.
Syngenta Agrícola Ltda.
Syngenta Agro AG
Syngenta Agro Asia Pacific Pte. Ltd.
Syngenta Agro d.o.o.
Syngenta Agro GmbH
Syngenta Agro S.A.E.
Syngenta Agro S.r.l.
Syngenta Agro SA
Syngenta Agro Uruguay S.A.
Syngenta Agro, S.A. de C.V.
Syngenta Agroservices Asia AG
Syngenta Alpha B.V.
Syngenta Asia Pacific Pte. Ltd.
Syngenta Australia Pty Limited
Syngenta Bangladesh Limited
Syngenta Biosciences Private Limited
Syngenta Biotechnology (China) Co., Ltd.

Syngenta Bulgaria EOOD
Syngenta Canada Inc.
Syngenta Chemicals B.V.
Syngenta Corporation Sdn. Bhd.
Syngenta Corporativo, S.A. de C.V.
Syngenta Crop Protection - Soluções Para A Agricultura, Lda.
Syngenta Crop Protection B.V.
Syngenta Crop Protection Limited
Syngenta Crop Protection Monthey SA
Syngenta Crop Protection N.V.
Syngenta Crop Protection Private Limited
Syngenta Crop Protection S.A.
Syngenta Crop Protection Sdn. Bhd.
Syngenta Czech s.r.o.
Syngenta East Africa Ltd.
Syngenta España S.A.
Syngenta Finance AG
Syngenta Finance N.V.
Syngenta Flowers, LLC
Syngenta France S.A.S.
Syngenta Germany GmbH
Syngenta Hellas AEBE
Syngenta Holding France SA
Syngenta Holding S.L.
Syngenta Holdings Limited
Syngenta Hungary Kft. (Syngenta Magyarország Korlátolt Felelősségű Társaság)
Syngenta Iberoamericana AG
Syngenta India Limited
Syngenta International AG
Syngenta Ireland Limited
Syngenta Italia S.p.A.
Syngenta Japan K.K.
Syngenta Kazakhstan LLP
Syngenta Korea Ltd.
Syngenta Limited
Syngenta Limited Liability Company
Syngenta Maroc SA
Syngenta Nantong Crop Protection Company Limited
Syngenta Nigeria Limited
Syngenta Nordics A/S
Syngenta Overseas AG
Syngenta Pakistan Limited
Syngenta Paraguay S.A.
Syngenta Participations AG
Syngenta Philippines, Inc.
Syngenta Polska Sp.z.o.o.

Syngenta Production France SAS
Syngenta Proteção de Cultivos Ltda.
Syngenta Research Services Pte. Ltd.
Syngenta Rückversicherung AG
Syngenta S.A.
Syngenta Seeds (Beijing) Co., Ltd.
Syngenta Seeds B.V.
Syngenta Seeds GmbH
Syngenta Seeds Limited
Syngenta Seeds N.V.
Syngenta Semences SA
Syngenta Services Hungary Kft. (Syngenta Services Magyarország Korlátolt Felelősségű
Társaság)
Syngenta Services Private Limited
Syngenta Singapore (Biotech) Pte. Ltd.
Syngenta Slovakia s.r.o.
Syngenta South Africa (Pty) Ltd.
Syngenta South Asia AG
Syngenta Supply AG
Syngenta Sweden AB
Syngenta Taiwan Ltd.
Syngenta Tanzania Limited
Syngenta Tarim Sanayi ve Ticaret A.S.
Syngenta Treasury N.V.
Syngenta UK Limited
Syngenta Ventures Pte. Ltd.
Syngenta Vietnam Ltd.
Syngenta Wilmington Inc.
Terminal Combiné de Monthey SA
Tomaisins International Ltd.
TrueBridge-Kauffman Fellows Endowment Fund III, L.P.
TrueBridge-Kauffman Fellows Endowment Fund IV, L.P.
Vitis SA
VoloAgri Group, Inc.
Xinjiang Huaxi Seed Co., Ltd.
Zeraim Gedera Ltd.
Zeraim Ibérica S.A.U.
Zhangye Sanbei Seed Co., Ltd.