

EXHIBIT B

**IN THE CIRCUIT COURT OF
PUTNAM COUNTY, WEST VIRGINIA**

ZINA G. BIBB, et al.,

Plaintiffs,

v.

CIVIL ACTION NO. 04-C-465
(Derek C. Swope, Circuit Judge
by temporary assignment)

MONSANTO COMPANY, et al.,

Defendants.

PROPERTY CLASS SETTLEMENT AGREEMENT

1. PARTIES

1.1 Plaintiffs. The “Plaintiffs” consist of the Property Class Representatives and the Property Class, as defined below.

(a) “Property Class Representatives” means Plaintiffs, Vicki Bailey; Zina G. Bibb; Herbert W. Dixon and Norma J. Dixon, husband and wife; Donald R. Rhodes and Wanda M. Rhodes, husband and wife; and Betty Tyson and Charles S. Tyson, husband and wife.

(b) “Property Class” means the current owners of real property in whole or in part within the Class Area. “Property Class” refers to the named Property Class Representatives and all members of the Property Class.

1.2 Defendants. The “Defendants” means Monsanto Company and Pharmacia Corporation.

1.3 The Plaintiffs and Defendants are together referred to herein as the “Parties” and each individually, a “Party.”

(a) The Parties agree that this Property Class Settlement Agreement (“PCSA”) extends to, is binding upon, and inures to the benefit of, Plaintiffs’ heirs, trustees, executors, administrators, principals, beneficiaries, and assigns, whether or not named herein.

(b) The Parties also agree that this PCSA extends to, is binding upon, and inures to the benefit of, Defendants' current and former officers and directors, or any assignee, successor, predecessor, direct or indirect subsidiary, direct or indirect parent company, divisions, affiliates, attorneys, employees, and agents, whether or not named herein.

(c) The Parties also agree that this PCSA inures to the benefit of all persons and entities who have at any time heretofore been named as a defendant in this Action, and any separate action, including, without limitation, Solutia, Inc.; Akzo Nobel Chemicals Inc.; Akzo Nobel Services, Inc.; Akzo Chemicals, Inc.; Flexsys America Co.; Flexsys America, L.P.; Flexsys International, L.P.; and Flexsys International Co., Arch of West Virginia, Inc.; Amherst Coal Company; Apogee Coal Company; and the City of Nitro, West Virginia.

2. DEFINITIONS

For purposes of this PCSA, the following definitions shall apply:

2.1 The "Action" means the action captioned above, being Bibb, et al. v. Monsanto Company, et al., Circuit Court of Putnam County, West Virginia, No. 04-C-465.

2.2 "Business Day" means any day other than a Saturday, Sunday, or any other day declared a holiday by the federal government or State of West Virginia.

2.3 "Class Area" means the geographic designated by the Court's Class Certification Order of January 8, 2008, as shown on the map attached hereto as Exhibit A, and as designated Class Area on said map.

2.4 "Class Counsel" means The Calwell Practice, PLLC, as Class Counsel and Counsel for Plaintiffs and any attorneys designated by The Calwell Practice, PLLC, to assist in the representation of the Property Class.

2.5 “Class Notice” means the Notice of the Property Class Settlement to be approved by the Court in the form attached hereto as Exhibit B. Class Notice shall be accomplished by first-class mail to be sent to all class members to whom Notice of Class Certification was sent in 2010.

2.6 “Complaint” means the class action complaint filed by Plaintiffs against Defendants and others in the Action on or about December 17, 2004.

2.7 “Counsel for Defendants” or “Defendants’ Counsel” refers to Charles M. Love, III, Esquire of Bowles Rice McDavid Graff & Love LLP and Thomas M. Goutman, Esquire, of White and Williams LLP.

2.8 The “Court” means the Circuit Court of Putnam County, West Virginia, in which the Action is pending.

2.9 “Effective Date” means the date on which this Property Class Settlement becomes final, as further defined in Section 7 of this PCSA.

2.10 “Eligible Class Members” means all members of the Property Class who meet the Eligibility Criteria for participation in the Property Program.

2.11 “Eligibility Criteria” means all Property Class members who own a Residential Property located within the geographical area delineated in the Property Class Cleanup Area of Exhibit A attached hereto as of September 30, 2010.

2.12 “Fairness Hearing” means the hearing to be conducted by the Court under West Virginia Rule of Civil Procedure 23(e) to consider the fairness, adequacy, and reasonableness of this PCSA.

2.13 “Residential Property” means residential property such as a house, mobile home or condominium owned by an individual or individuals. It does not include apartments,

apartments buildings, or commercial properties or government buildings of any kind, including schools.

2.14 “Property Class Cleanup Area” means that area so designated on the map attached as Exhibit A.

2.15 “Property Class Settlement” refers to the terms of the settlement described herein.

2.16 “Property Class Settlement Agreement” (“PCSA”) refers to this settlement agreement.

2.17 “Property Cleanup” means the Standard Operating Procedures set forth in Exhibit D, which specifically defines the scope of the Cleanup covered in the PCSA. Because extensive testing of residential soils has failed to reveal any human health hazard, Property Cleanup consists of cleaning interior living spaces as set forth in Exhibit D.

2.18 “Property Fund” (“Fund”) means the Fund to be established by Defendant Monsanto Company to pay the costs of Property Program and its administration.

2.19 “Property Program” (“Program”) is the program described in the PCSA.

2.20 “Property Program Administrator” or “Administrator” shall be an individual or entity agreed to by the Parties and designated by the Court.

2.21 “Participant” means eligible Property Class members.

2.22 The “Plant” refers to the former Defendants’ Plant located in Nitro, West Virginia, which is no longer operational.

3. **RECITALS**

3.1 The Action is currently pending in the Court before the Honorable Judge Derek C. Swope, Circuit Judge.

3.2 On or about December 17, 2004, Plaintiffs filed a Complaint.

3.3 In the Amended Motion for Class Certification dated August 24, 2007, Plaintiffs sought class certification for all those persons “who have had their person and/or real property contaminated with dioxins and/or dioxin-like compounds” by the Plant within the Class Area.

3.4 The Action was certified by the Court as a class action pursuant to a Class Certification Order issued by the Court on January 8, 2008. Pursuant to the Class Certification Order, the Court defined the Property Class as: current owners of real property in whole or in part within the Class Area.

3.5 The claims of commercial property class members were dismissed by Order of the Circuit Court Order Granting Motion for Summary Judgment dated May 31, 2011. The Property Class, as it remained after the Circuit Court’s May 31, 2011 Order, was decertified by the Circuit Court on November 3, 2011.

3.6 By Order dated January 25, 2012, the Circuit Court conditionally vacated its Order of November 3, 2011 decertifying the Property Class and conditionally reinstated the Property Class.

3.7 Plaintiffs claim that Monsanto is liable under theories of negligence, nuisance, trespass, and strict liability for property damage caused by dioxin contamination allegedly resulting from the operation of the Plant. More specifically, Plaintiffs allege that waste disposal practices at the Plant between 1948 and 1969 resulted in the dispersion of dioxin into the Class Area.

3.8 Over the course of the last eight years, the Parties have engaged in extensive class and merits discovery such that the Parties’ legal and factual positions are well known to each other and the Court.

3.9 It is now agreed that, based on the evidence, dioxin levels in the soil of Residential Properties and other properties in the Class Area do not pose a risk to human health or otherwise impair property.

3.10 Additionally, Defendants have developed admissible evidence (which Plaintiffs' dispute) that suggests that Defendants will prevail at trial, including:

- (a) serum dioxin testing of class members showing normal dioxin levels;
- (b) testing of soil in the Class Area showing dioxin levels that are "inconsequential;"
- (c) testing of dust in residences of class members showing average dioxin levels substantially below the United States Environmental Protection Agency ("USEPA") Soil Guideline of 1000 ppt;
- (d) the presence of numerous other potential sources of dioxin in the Class Area;
- (e) testing showing that virtually all of the dioxin found in the Class Area was not the type associated with Defendants' Plant;
- (f) modeling by Plaintiffs' own experts that demonstrated that the Plant operations could have contributed not more than .03 ppt in dioxin concentrations to the surrounding area, thousands of times lower than the USEPA Soil Guideline of 1000 ppt;
- (g) scientific literature that demonstrates that virtually all dioxin found in humans comes from food and not air, soil, and dust;
- (h) investigations performed by the United States Department of Health and Human Services, the USEPA, and the West Virginia Department of Health and Human

Resources that found that dioxin levels found in Nitro schools and public buildings were safe and did not pose any health hazard;

(i) Official statistics compiled by the Centers for Disease Control and the West Virginia Department of Health and Human Resources that demonstrate that the rates of diseases Plaintiffs claim to be associated with dioxin exposure (including cancer) are the same as or lower in Putnam and Kanawha Counties (where the Class Area is located) than other West Virginia counties;

(j) workers at the Plant were subject to several health studies over many decades, including a study sponsored by the Union, and those studies showed no unusual health problems except for a skin condition called chloracne;

(k) Defendants' operation of the Plant and its waste disposal practices were safe and consistent with the standards and practices of the time (1948-69).

3.11 Class Counsel has handled numerous cases of this type over many decades and fully appreciates the strengths and weaknesses of Plaintiffs' case, the challenges he faces in prevailing during a lengthy trial, and the very real risk that the class members he has aggressively represented and whose cause he has championed for many years may end up with nothing. In light of the above enumerated evidentiary issues, Class Counsel's judgment is that it is in the best interests of the Plaintiffs to seek resolution of the medical monitoring claims through settlement rather than through a verdict of uncertain outcome and the certainty of lengthy appeals regardless of the outcome of a jury verdict. In order to ensure that class members receive that for which they brought this lawsuit, Class Counsel has succeeded in fashioning a settlement that allows Eligible Class Members to participate in a sound Property Program and have their homes cleaned.

3.12 Defendants believe that there exists no dioxin problem in the Class Area, consistent with the findings of the United States Department of Health, the USEPA, and the West Virginia Department of Health and Human Resources. The Property Program that the PCSA establishes (with Court approval) will provide Eligible Class Members the remedy they sought: to have their residences cleaned.

4. PROPERTY PROGRAM AND FUND

4.1 Establishment of a Property Cleanup Fund: A Property Cleanup Fund ("Fund") shall be established within 30 days of the Effective Date.

(a) The Fund shall be established in an interest bearing account selected by the Defendants.

(b) Defendants shall be responsible for maintaining appropriate balances in the Fund as outlined below.

(c) The Program will commence within 60 days a Final Approval of the Property Settlement Agreement.

(d) The Program shall be administered by the Property Program Administrator for a fee negotiated by Defendants to be paid out of the Fund.

(e) The Property Program will follow the Standard Operating Procedures set forth in Exhibit D.

4.2 Eligibility: All Property Class members who meet the eligibility criteria as defined in Section 2.11 above may participate in the Program. In order to establish eligibility, all Eligible Class Members must do the following:

(a) present to the Administrator a completed Questionnaire, attached hereto as Exhibit E-2, for registration.

(b) present proof that he/she owns a Residential Property as of September 30, 2010 within the geographic area delineated in Exhibit A. Such proof shall include but not be limited to:

- (i) deed,
- (ii) property tax receipt, or
- (iii) property tax assessment, or
- (iv) recorded will or estate settlement together with (ii) or (iii) above.

(c) sign a Right of Entry Informed Consent/Release.

4.3 Eligibility Determination: The Administrator shall apply the Eligibility Criteria and determine eligibility. Any class member who has been found by the Administrator not to be eligible may request that the Administrator review such finding. After review any continuing disputes shall be resolved by the Court.

4.4 Costs to be paid from the Fund: the Fund will be responsible for paying the costs of notice of registration, securing a place to register Eligible Class Members, forms, and reasonable costs associated with the registration process (e.g., photocopying, telephone, postage etc.).

4.5 The Property Program ("Program") shall operate as follows:

(a) The Property Program Administrator shall cause a public notice to be mailed by first-class to those to whom Class Notice was sent, notifying them of the opportunity to participate in the Program. Persons seeking eligibility to participate in the Program shall thereafter have 120 days to register with the Administrator.

(b) Registration shall be on a form provided by the Administrator. The Administrator may require such additional information as the Administrator deems appropriate.

(c) Property that is not registered during the registration period shall not be eligible for Property Cleanup.

(d) Property that is determined by the Administrator to be eligible shall be cleaned on a first-come first-served basis. The Administrator shall have the right to make groupings of residences to be cleaned.

(e) The cleanup program shall be conducted for up to three years. Not more than 4500 residences will be cleaned.

(f) The Administrator shall prepare a list of the eligible residences. The Administrator shall coordinate Property Cleanup with the contractor selected for the work. The contractor performing the work shall be selected by Defendants.

(g) Defendants will deposit the amount of three million dollars (\$3,000,000.00) to the Fund each year for three successive years. The Fund will operate on a pay as you go basis, and any part of the Fund not expended in any given year will be returned to Defendants. The maximum amount to be expended by the Fund each year will be three million dollars (\$3,000,000).

4.6 Right of Entry Informed Consent/Release: All participating Property Class members shall execute a Right of Entry Informed Consent form drafted jointly by Class Counsel and Defendants' Counsel, which will include a release of Defendants for all property claims that might arise from the class members' participation in the Program.

4.7 It is agreed that under no circumstances will incentive payments be made to the Property Class to encourage participation in the Program or for any other purpose.

5. CLASS COUNSEL'S OBLIGATIONS

5.1 Withdrawal of All Appeals. Class Counsel agrees that upon entry of an order granting the Preliminary Motion (as defined below) seeking approval of this PCSA as discussed

in Section 6.2, he will withdraw all pending appeals, writs, or other appellate motions or matters, pending and subject to the final approval of this PCSA as discussed in Sections 6.5 through 6.6.

5.2 Class Counsel, in consultation with Defendants' Counsel, agrees to generate and present all evidentiary support as needed to obtain judicial approval of the Property Class Settlement as set forth in Section 6, including but not limited to expert testimony.

6. JUDICIAL APPROVAL PROCESS

6.1 Necessity of Court Approval. The Parties are required to seek the Court's approval of any class or subclass settlement. See W.Va. R. Civ. P. 23(e). The Parties contemplate that the following procedure will be followed to effectuate the settlement.

6.2 Motion for Preliminary Approval of Class Settlements and Class Notice. On or before February 20, 2012, or such other date as may be set by the Court, Class Counsel will prepare and lodge with the Court a motion ("Preliminary Motion") with the Court seeking an order ("Preliminary Approval Order" attached hereto as Exhibit F) which shall:

- (a) preliminarily approve this PCSA;
- (b) direct the time and manner of the Class Notice to be served upon the Property Class; and
- (c) find that:
 - (i) the proposed form of Class Notice fairly and adequately:
 - (1) describes the terms and effect of this Property Settlement Agreement;
 - (2) provides notice to the Property Class of the time and place of the Fairness Hearing; and

(3) describes the method by which any member of the Property Class may object to the settlement.

(ii) the proposed manner of serving the Class Notice to the members of the Property Class shall be consistent with the manner in which Notice of Class Certification was accomplished for the Property Class.

6.3 Preliminary Approval of Class Settlements. The Preliminary Motion will ask that the Court preliminarily approve the Property Class Settlement consistent with this PCSA by hearing on February 23, 2012, or such other date as may be set by the Court.

6.4 Issuance of Notice of Property Class Settlement. On or before April 5, 2012, Class Counsel will commence Class Notice.

6.5 The Fairness Hearing. On June 18, 2012, or such other date as may be set by the Court, the Court will consider any objections by members of the Property Class and determine whether to enter the order in substantially the form attached hereto as Exhibit G (the "Final Order"), which shall

(a) approve this PCSA;

(b) dismiss, with prejudice, each claim asserted in the Action; and

(c) permanently enjoin the members of the Property Class from bringing any claim released under this PCSA against any Defendant, either derivatively or on behalf of themselves, or through any person or entity purporting to act on their behalf or purporting to assert any claim released under this PCSA in any forum, action or proceeding of any kind.

6.6 It is expressly agreed and understood that all Class Members shall have standing to object to the Settlement.

6.7 At the Fairness Hearing, Class Counsel will urge the Court to enter the Final Order. At that time, Class Counsel will also request that the Court enter orders approving the Property Program and Fund and awarding attorneys' fees and expenses to Class Counsel. The Parties agree to support entry of the Court's Final Order as contemplated herein. The Defendants will urge the Court to enter the Final Order and will not oppose Class Counsel's request for attorneys' fees if the request does not exceed the amount described in Section 11.2.

6.8 Defendants' Reservation of Rights. If the Court does not enter the Preliminary Approval Order, the Final Order, or the settlement does not become final for any reason, the Defendants specifically reserve their right to move to decertify or otherwise oppose class certification of the Property Class in this Action and the Action will, for all purposes, revert to its status as of January 24, 2012.

7. EFFECTIVE DATE OF CLASS SETTLEMENT; CONDITIONS TO FINALITY OF PROPERTY CLASS SETTLEMENT

7.1 The Property Class Settlement provided for in this PCSA shall be final and unconditional on the first Business Day after each of the following conditions have been satisfied or waived ("Effective Date"):

- (a) Preliminary Approval. The Court enters the Preliminary Approval Order;
- (b) Issuance of Class Notice. Class Counsel causes the Class Notice to be served in accordance with the Preliminary Approval Order;
- (c) Final Order. The Court issues the Final Order;
- (d) Dismissal of Action. The Action is dismissed with prejudice pursuant to the Court's Final Order; and
- (e) Expiration of Appeal Periods and/or Resolution of All Appeals.

(i) if no appeal is taken from a court order or judgment, the date after the time to appeal therefrom has expired; or

(ii) if any appeal is taken from a court order or judgment, the date after all appeals therefrom, including petitions for rehearing or reargument, petitions for rehearing en banc, and petitions for certiorari or any other form of review, have been finally disposed of, such that the time to appeal therefrom has expired, in a manner resulting in an affirmance without material modification of the relevant order or judgment.

7.2 Disputes Concerning Effective Date. Any disputes as to whether the Effective Date has occurred shall be resolved by the Court upon the request of any Party.

8. RELEASES

8.1 General Release of All Claims. Except as provided in Section 8.2, on the Effective Date, each Property Class member and their heirs, trustees, executors, administrators, principals, beneficiaries, and assigns, irrevocably, absolutely, and unconditionally release and forever discharge Defendants and their current and former officers and directors, or any assignee, successor, predecessor, direct or indirect subsidiary, direct or indirect parent company, divisions, affiliates, attorneys, employees, and agents from all past and present known and unknown claims, demands, damages, causes of action, or suits seeking damages or other legal or equitable relief, for damage to property rights of any kind arising out of or related in any way to operation of the Plant, including without limitation:

(a) any and all manufacturing process or activities at the Plant, including but not limited to the 2,4,5-T manufacturing process;

(b) any and all waste disposal practices, whether the waste disposal occurred on or off the Plant site; and

(c) any chemicals, substances, contaminants that may have originated at, were used at, were transported to or from, or that are or were ever present at the Plant.

8.2 Claims Subject of Separate Agreements. The Parties acknowledge that they will promptly execute a separate Medical Monitoring Class Settlement Agreement, which will irrevocably, absolutely, and unconditionally release and forever discharge any all past and present known and unknown claims, demands, damages, causes of action, or suits seeking damages or other legal or equitable relief, for medical monitoring related in any way to the operation of the Plant in the same manner as provided in Section 8.1.

8.3 Liens.

(a) Each member of the Property Class hereby accepts sole, full, and complete responsibility for satisfying and discharging any liens or expense of any kind asserted by any private or public entity, which resulted from the claims referred to in this PCSA or any consideration paid hereunder.

(b) Each member of the Property Class agrees to indemnify and hold harmless Defendants against any and all past, present, future, or potential claims and actions by or any private or public entity claiming any right of contribution, indemnification, subrogation, or payment of any nature whatsoever asserted against Defendants and their current and former officers and directors, or any assignee, successor, predecessor, direct or indirect subsidiary, direct or indirect parent company, divisions, affiliates, attorneys, employees, and agents, which resulted from the claims referred to in this PCSA or any consideration paid hereunder.

9. REPRESENTATION AND WARRANTIES

The Parties hereto represent and warrant:

9.1 Representation and Warranty of Property Class. The Class Representatives, acting on behalf of and in the interests of all Class Members, represent and warrant that they are voluntarily entering into this PCSA as a result of negotiations between Class Counsel and Defendants' Counsel, that in authorizing Class Counsel to execute this PCSA, they are relying solely upon their own judgment, belief and knowledge, and the advice and recommendations of Class Counsel concerning the nature, extent, and duration of their rights and claims and regarding all matters which relate to this PCSA, and that they have not been influenced to any extent whatsoever in executing this PCSA by any representations, statements, or omissions by any Party or by any representative of any Party, that they assume the risk of mistake as to facts or law, that they have carefully read this PCSA, and that they have made whatever investigation of the facts pertaining to the settlement and the Property Class Settlement as they deem necessary.

9.2 Representations and Warranties of Class Counsel. Class Counsel hereby represents and warrants that he is fully authorized and empowered to enter into this PCSA on behalf of the Property Class, and acknowledge that Defendants enter into this PCSA in reliance of such representations.

9.3 Counsel for Defendants Authorization. Counsel for Defendants hereby represent and warrant that they are fully authorized and empowered to enter into this PCSA on behalf of Defendants, and acknowledge that the Property Class enter into this PCSA in reliance of such representation.

10. NO ADMISSION OF LIABILITY AND PRESERVATION OF ALL DEFENSES

10.1 This PCSA does not constitute an admission as to the merits, validity, or accuracy, or lack thereof, of any of the allegations or claims of the Action.

10.2 The Parties understand and agree that this PCSA embodies a compromise of disputed claims, and nothing in this PCSA, including the furnishing of consideration hereunder, shall be deemed to constitute an admission, finding, or wrongdoing, whether factual or legal, by any of the Defendants, or give rise to any inference of wrongdoing or admission of wrongdoing or liability, whether factual or legal, in this or any other proceeding.

10.3 The Defendants specifically deny any liability or wrongdoing as well as the validity and accuracy of the allegations or the claims of the Action.

10.4 Neither the fact nor the terms of this PCSA shall be offered or received in evidence in any action or proceeding for any purpose, except in an action or proceeding to enforce this PCSA or arising out of or relating to any Court order enforcing this PCSA.

10.5 By their agreement hereto, Defendants do not waive any defenses or affirmative defenses that they may be entitled to assert in any future litigation.

11. COMPENSATION OF CLASS REPRESENTATIVES AND CLASS COUNSEL

11.1 No Separate Service Awards to Property Class Representatives. Any service awards for the Property Class Representatives will be paid from attorneys' fees and expenses awarded to Class Counsel by the Court.

11.2 Attorneys' Fees and Costs. Class Counsel will apply to the Court for an award of attorneys' fees and costs. Defendants will not oppose Class Counsel's application for attorneys' fees and costs up to \$29,500,000 total for both the Medical Monitoring Class and the Property Remediation Class. Class Counsel has set forth his request for an award of fees and costs in connection with the settlement of both the Medical Monitoring Class and the Property Remediation Class in his Motion for Preliminary Approval of Class Settlements, which amounts are incorporated by reference here. The apportionment of fees and costs to the Property

Remediation Class is \$2,250,000 for fees and \$2,000,000 for costs all as more fully appears in Class Counsel's aforesaid Motion. The amounts sought for fees and costs are in addition to the amount of money to be paid by Defendants to fund the Property Remediation Program and the Medical Monitoring Program. Defendants agree that an award of fees and costs of up to \$29,500,000 for both settlements is fair and reasonable.

11.3 Costs of Class Notice. All costs of Class Notice shall be born exclusively by Class Counsel.

12. DISPUTE RESOLUTION

12.1 The Court shall retain jurisdiction over the Action and the Parties for purposes of enforcement of the Property Class Settlement.

12.2 The Parties and their counsel will attempt in good faith to resolve any dispute or controversy arising from the Property Class Settlement, including without limitation, those relating to rights or obligations of the Parties or the terms and conditions of this PCSA.

13. TERMINATION OF SETTLEMENT

13.1 Separate Settlement Agreements. The Parties acknowledge that they will promptly execute a separate Medical Monitoring Class Settlement Agreement as described in Section 8.2 hereof.

13.2 Interdependence of Medical Monitoring Class and Property Class Settlements.

(a) The Parties agree that the Medical Monitoring Class Settlement and the Property Class Settlement are interdependent, and that Court approval for both shall be sought simultaneously.

(b) If the Court does not approve either settlement without material alteration, or if, on appeal, the Court's approval of either settlement is reversed or modified in a material

manner, or either settlement is unenforceable for any reason, Defendants, at their sole and exclusive election, may void the other settlement by delivering written notification of such election to Class Counsel within 10 Business Days.

(c) It is agreed that any alteration or modification of the PCSA that increases the cost of the Settlement to the Defendants will be deemed material.

13.3 If the Property Class Settlement fails for any reason or if this Property Class Settlement is terminated by Defendants, then:

(a) this PCSA and the Property Settlement shall have no further force or effect;

(b) all proceedings that have taken place with regard to this PCSA or the Property Settlement shall be without prejudice to the rights and contentions of the Parties or any of the Property Class members in the Action; and

(c) the Parties hereto agree that they will promptly file a joint motion with the Court to vacate all orders entered pursuant to the terms of this PCSA.

14. MISCELLANEOUS PROVISIONS

14.1 Construction. This document was drafted jointly and is not to be construed against any party.

14.2 Non-severability of Provisions. The provisions of this PCSA are not severable. The invalidation or non-approval of a single provision will invalidate the entire PCSA.

14.3 Materiality of Breach. It is agreed that the breach of any of the provisions of this PCSA may be deemed material.

14.4 Amendment. This PCSA represents an integrated document negotiated and agreed to between the Parties and shall not be amended, modified, or supplemented, nor shall

any of its provisions be deemed to be waived, unless by written agreement signed by Class Counsel and Counsel for Defendants.

14.5 Survival. All representations, warranties, and covenants set forth in this PCSA shall be deemed continuing and shall survive the termination or expiration of this PCSA.

14.6 Public Comment. The Parties shall request that the Court modify its “gag order” so as to permit the release of a joint press release, the content of which will be agreed to by both Parties. In all other respects, the “gag order” shall remain in full force and effect. Nothing in this provision shall prevent Defendants from making such disclosures as required by law.

14.7 Cooperation.

(a) The Parties shall reasonably cooperate, without further consideration, with each other to effect this Property Class Settlement and all terms thereof, including, without limitation, Court approval, Class Notice, the Fairness Hearing, Final Approval, and the Property Program.

(b) This duty of cooperation includes, but it is not limited, the execution and delivery of any and all such other documents and the taking of any and all such other actions as may be reasonably necessary to effectuate this PCSA.

14.8 Counterparts. This PCSA may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument. Photocopies of fully executed copies of this PCSA may be treated as originals.

14.9 Service of Notice. The service of papers and notices under this PCSA shall be made upon Plaintiffs to Class Counsel:

W. Stuart Calwell, Jr., Esquire
THE CALWELL PRACTICE PLLC

Law and Arts Center West
500 Randolph Street
Charleston, WV 25302

and upon Defendants by serving Defendants' Counsel:

Charles M. Love, III, Esquire
BOWLES RICE MCDAVID GRAFF & LOVE LLP
P. O. Box. 1386
Charleston, West Virginia 25325-1386

and

Thomas M. Goutman, Esquire
WHITE AND WILLIAMS LLP
1650 Market Street
One Liberty Place, Suite 1800
Philadelphia, PA 19103.

14.10 Governing Law. This Settlement Agreement shall be governed by the laws of the State of West Virginia without giving effect to the conflict of laws or choice of law provisions thereof, except to the extent that the laws of the United States govern any matter set forth herein.

FOR PLAINTIFFS:



W. Stuart Calwell, Jr. (WVSB #585)
THE CALWELL PRACTICE
Law and Arts Center West
500 Randolph Street
Charleston, West Virginia 25302
(304) 347-1100
For Plaintiffs by Class Counsel

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**FOR DEFENDANTS, MONSANTO COMPANY AND PHARMACIA CORPORATION,
BY COUNSEL:**



Charles M. Love, III (WVSB #2554)
BOWLES RICE McDAVID GRAFF & LOVE LLP
Post Office Box 1386
Charleston, West Virginia 25325
(304) 343-4323
For Defendants, Monsanto Company
and Pharmacia Corporation by its Counsel



Thomas M. Goutman (PaB #30236)
WHITE AND WILLIAMS LLP
1650 Market Street
One Liberty Place, Suite 1800
Philadelphia, Pennsylvania 19103
(215) 864-7057
For Defendants, Monsanto Company
and Pharmacia Corporation by its Counsel

EXHIBIT A

MAP OF CLASS AREA AND PROPERTY CLASS CLEANUP AREA

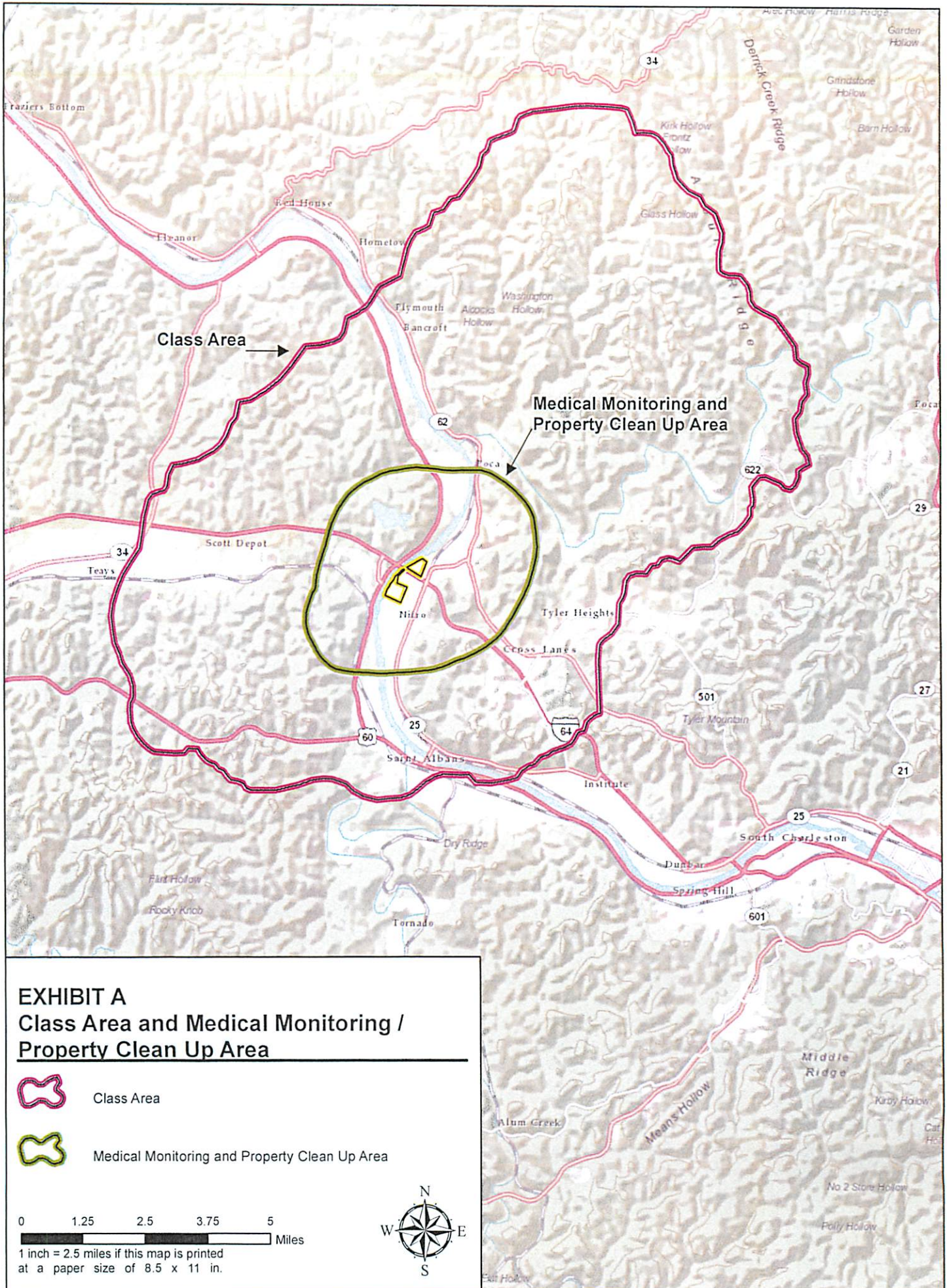


EXHIBIT B
FORM OF
NOTICE OF PROPERTY CLASS SETTLEMENT

IN THE CIRCUIT COURT OF
PUTNAM COUNTY, WEST VIRGINIA

ZINA G. BIBB, et al.	:	CIVIL ACTION NO. 04-C-465
	:	
<i>Plaintiffs</i>	:	
	:	
v.	:	
	:	
MONSANTO COMPANY, et al.	:	
	:	
<i>Defendants</i>	:	

NOTICE OF PROPOSED SETTLEMENT
OF PROPERTY CLASS

You may be entitled to have the interior of your property cleaned under the terms of a settlement agreement, if you own residential property within a certain geographic area in Putnam and Kanawha Counties, near the City of Nitro, West Virginia, known as the "Property Class Area Cleanup Area" as of September 30, 2010.

*The Circuit Court of Putnam County, West Virginia authorized this Notice.
This is not a solicitation from a lawyer.*

On February 23, 2012, the Court presiding over this lawsuit issued a Preliminary Approval Order preliminarily approving settlement of a group of persons who own residential property within the geographic area in Putnam and Kanawha Counties, West Virginia known as the "Property Class Cleanup Area" as of September 30, 2010. A Map of that area is attached to this Notice as Exhibit A. The settlement establishes a Property Program and Fund that provides eligible members of the Property Class with the right to have the interiors of their residences cleaned, subject to the terms and conditions of the Property Class Settlement Agreement and the Property Program established thereunder.

You should examine the Map closely. If your property falls outside the Cleanup Area designated by the Map, you will not be eligible for benefits under the Property Program, even though you are a Class Member. If this Settlement is approved by the Court, all Class Members (even those not eligible for benefits under the Program) will release the Defendants for all property-related claims, in return for which the Defendants have agreed to pay for the cleanup of the residences of eligible members.

The Court still has to decide whether to issue final approval the Settlement. The Property Program will only be provided if the Court approves the Settlement and after appeals, if any, are resolved.

Your legal rights are affected whether you act or don't act. These rights and options — and the deadlines to exercise them — are explained in this Class Notice. Please read it carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS PROPERTY SETTLEMENT:	
DO NOTHING NOW, THEN REGISTER FOR AND PARTICIPATE IN THE FREE PROPERTY PROGRAM	If the Court approves the Settlement, notice of the commencement of the Property Program will be sent by first-class mail, and you will have 120 days thereafter to sign up.
OBJECT TO THE PROPOSED SETTLEMENT	Write to the Court about why you don't like the settlement. Your objections must be in writing and postmarked not later than June 7, 2012. All Class Members have standing to object.
GO TO THE FAIRNESS HEARING	Ask to speak in Court about the fairness of the settlement. You may not speak unless you have asked to do so in writing before June 7, 2012.
DO NOTHING NOW, DON'T OBJECT, AND DON'T PARTICIPATE IN THE PROPERTY PROGRAM	Participation in the Property Program is completely voluntary. Approval by the court means that those eligible class members who wish to participate will have the opportunity to do so.

1. BASIC INFORMATION

Certain persons owning residential property in and around Nitro, West Virginia filed a lawsuit in 2004 in West Virginia state court alleging that that their property and persons were contaminated by dioxins released at Monsanto Company's Nitro Plant located in Nitro, West Virginia, which is no longer operational (the "Plant"). Specifically, Plaintiffs in the lawsuit allege that waste disposal practices at the Plant between 1948 and 1969 resulted in widespread dioxin contamination in the Class Area. The Defendants deny that any such contamination occurred. Nonetheless, the Parties to the lawsuit have reached a preliminary Settlement. As part of that Settlement, the Parties are required to notify certain affected persons (*i.e.*, the Property Class) of their right to participate in the Property Program established under the Settlement.

This Class Notice explains the lawsuit, the settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

The Court in charge of this case directed that this Class Notice be provided to you because you have a right to know about a proposed Settlement of the Property Class before the Court decides whether to issue final approval the Settlement. This Notice provides details on what options you have in response to this Settlement, and how to claim benefits provided by the Settlement.

2. DOES THIS NOTICE PERTAIN TO ME?

You have received this Notice because you are a member of the Property Class. However, only those persons who own residential property within the geographic area in Putnam and Kanawha Counties, West Virginia known as the "Property Class Cleanup Area" as of September 30, 2010 (as designated in the Map attached to this Notice) are permitted to participate in the Property Program. Residential property is defined as a residential property, such as houses, mobile homes or condominiums owned by an individual or individuals, and does not include apartments, apartment buildings, commercial properties or government buildings of any kind. To determine if you are eligible to participate in the Property Program, following the directions contained in Section 6 below.

3. WHAT IS A CLASS ACTION?

In a class action, one or more people called "Class Representatives" sue on behalf of a group of people with similar claims. All of these people together are called the "Class" or "Class Members." One court resolves the issues for all Class Members.

4. WHY IS THERE A SETTLEMENT?

A settlement is not an admission of any wrongdoing by the Defendants. The Court or a jury did not make any decision in favor of the Plaintiffs or the Defendants. Instead, the two sides agreed to settle. By settling, they both avoid the risks, delays, and costs of a trial, and the Property Class Members will get benefits as a result. The Parties in the case and their attorneys believe this Settlement is the best option for everyone in the Property Class.

5. OVERVIEW OF THE PROPERTY PROGRAM

As part of the proposed Settlement, Defendants have agreed to fund a Property Program. The Defendants have agreed to pay as much as \$9,000,000 to fund the Program, which will last three years. The Property Program is designed to clean accessible horizontal surfaces in the interior of eligible residential properties. If your property is eligible you will be entitled to receive, free of charge, the following services to be performed by property cleanup specialists: (a) vacuuming carpets, rugs and accessible horizontal surfaces with a HEPA vacuum; and (b) wet cleaning the following accessible horizontal surfaces: floors and floor vents, tops of doors and window moldings, window mullions, interior window sills, window troughs (if accessible), ceiling fans and light fixtures and radiators; The cleanup targets easily accessible areas in living spaces and as such will not extend to attics, garages, utility rooms, outbuildings, utility sheds, closets, internal shelving, and drawers in furniture and cabinets. Objects sitting on top of accessible surfaces will need to be removed by you prior to cleaning.

The Program is not being offered because the residences in the Cleanup Area have a documented dioxin problem. To the contrary, analyses of indoor dust samples taken from living spaces of area residences have shown dioxin levels on average substantially below the USEPA Soil Guideline of 1000 ppt. According to the USEPA, dioxin is found almost everywhere, and has many commonplace sources, such as automobile exhaust, fireplaces, backyard barrel burning, cigarettes, municipal and medical waste incineration and the like. Also, testing performed on residential soils in the area has shown no human health or environmental threat. Accordingly, soil cleanup is not included in the Property Program.

The details of the clean-up procedures under the Property Agreement are included in a document entitled *Standard Operating Procedure: Removing Dust from Homes* which is Exhibit D to the Property Class Settlement Agreement preliminarily approved by the Court. It may be reviewed as set forth in Section 15, below.

6. HOW TO PARTICIPATE IN THE PROPERTY PROGRAM

To participate in Property Program established under the Settlement, you must first fill out a Questionnaire provided by Registration Administrator and provide documentation as required. The Registration Administrator will carefully review your Questionnaire and determine whether your property is eligible. To obtain the Questionnaire, you must visit the Registration Location (to be determined) or visit the Nitro Class Settlement Website, which will contain helpful information and Questionnaires. To participate in the Property Program, all Questionnaires must be completed and turned in during the initial Registration Period, which will last for 120 days following Final Approval of the Settlement.

7. WHEN WILL CLEAN-UP PROPERTY PROGRAM BEGIN?

Property determined to be eligible will be scheduled for clean-up on a first-come, first-served basis by the company retained by the Defendants to perform the clean-up, Foth Infrastructure & Environment, LLC ("Foth"), in cooperation with the Program Administrator. The Program Administrator will have the right to make groupings of residences to be cleaned so that the process is more efficient. Under the terms of the Property Class Settlement Agreement it may take up to three years for all the eligible residences to be cleaned.

8. RELEASE OF CLAIMS AGAINST DEFENDANTS

If you are a member of the Property Class and did not opt out of the Class, Final Approval by the Court of the Settlement will result in the dismissal of all property claims you may have against the Defendants. In return for the dismissal of all claims, Defendants have agreed to fund the Property Program.

9. THE LAWYERS REPRESENTING YOU

The Court previously ordered that W. Stuart Calwell, Jr., Esquire, of The Calwell Practice, will represent you and the other Class Members. This lawyer and the law firm are called "Class Counsel."

If you want to be represented by your own lawyer, you may hire one at your own expense.

10. HOW WILL CLASS COUNSEL BE PAID?

Class Counsel will ask the Court for an award of attorneys' fees and reimbursement of expenses, which the Court will consider at the Fairness Hearing described in Section 12. The amount of attorneys' fees and costs awarded to Class Counsel by the Court are separate and apart from any benefits made available to the Property Class and will not affect in any way the settlement benefits to which you are entitled. Class Counsel has petitioned the Court for an award of fees up to \$2,250,000 and for reimbursement of direct case costs of up to \$2,000,000. Defendants have agreed to pay up to those amounts should the Court find the request for fees and costs fair and reasonable. Class Counsel's petition for fees and costs and the justifications supporting the request may be reviewed at www.BibbClass.com.

11. OBJECTING TO THE SETTLEMENT

If you are a member of the Property Class and you wish to object to the Settlement, you can object to the Settlement or the award of attorneys' fees and costs, if you wish. You must do so in writing and must include the reasons why you think the Court should not approve the settlement or an award of attorneys' fees and costs. The Court will consider your views.

To object, you must send a letter saying that you object to the proposed Settlement in the *Bibb v. Monsanto Co.*, NO. 04-C-465 litigation. You must include your name, address, telephone number, and your signature. You must also state the reasons why you object. Mail copies of the objection to each of the following addresses, postmarked no later than June 7, 2012:

Clerk of the Court
Circuit Court of Putnam County,
West Virginia
3389 Winfield Road
Winfield, WV 25213-9354

12. WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT?

The Circuit Court of Putnam County, West Virginia will conduct a Fairness Hearing to determine whether the Settlement is fair, reasonable, and adequate. The Court will consider statements by those who have asked to speak at the hearing, either objecting to the settlement or in favor of it. The Court may also decide how much to pay to Class Counsel. After the Fairness Hearing, the Court will decide whether to issue final approval of the Settlement.

The Fairness Hearing will take place on June 18, 2012 in Courtroom #1, at the Putnam County Courthouse located at 3389 Winfield Road Winfield, WV 25213-9354.

Please do not call the Court or the Judge about this case.

13. MAY I SPEAK AT THE HEARING?

You may attend the hearing (at your own expense) and you may ask to speak, but you don't have to. Class Counsel and Defense Counsel will answer any questions the Court may have. You may also pay your own lawyer to attend, but it's not necessary.

If you would like to speak at the Fairness Hearing, you must include with your objection (described in Section 11) the statement, "I hereby give notice that I intend to appear at the Fairness Hearing in *Bibb v. Monsanto Co.*" Be sure to include your name, address, telephone number, and your signature. This is your Notice of Intention to Appear. If you intend to have any witnesses testify or to introduce any evidence at the Fairness Hearing, you must list the witnesses and evidence in your objection.

Your Notice of Intention to Appear must be postmarked no later than June 7, 2012, and be sent to the Clerk of the Court. at the address above.

14. IF YOU DO NOTHING

If you do not register in accordance with the terms of the Property Class Settlement Agreement, you will not be able to participate in the Property Program.

15. GETTING MORE INFORMATION

This Class Notice summarizes the proposed Settlement. For full details, you may review the Property Class Settlement Agreement and all exhibits appended thereto filed with the Court, which may be obtained by visiting The Nitro Class Settlement Website www.BibbClass.com. You may also inspect copies of the documents during business hours at the Circuit Court of Putnam County, West Virginia, 3389 Winfield Road, Winfield, WV 25213-9354. Any other questions should be directed to Class Counsel.

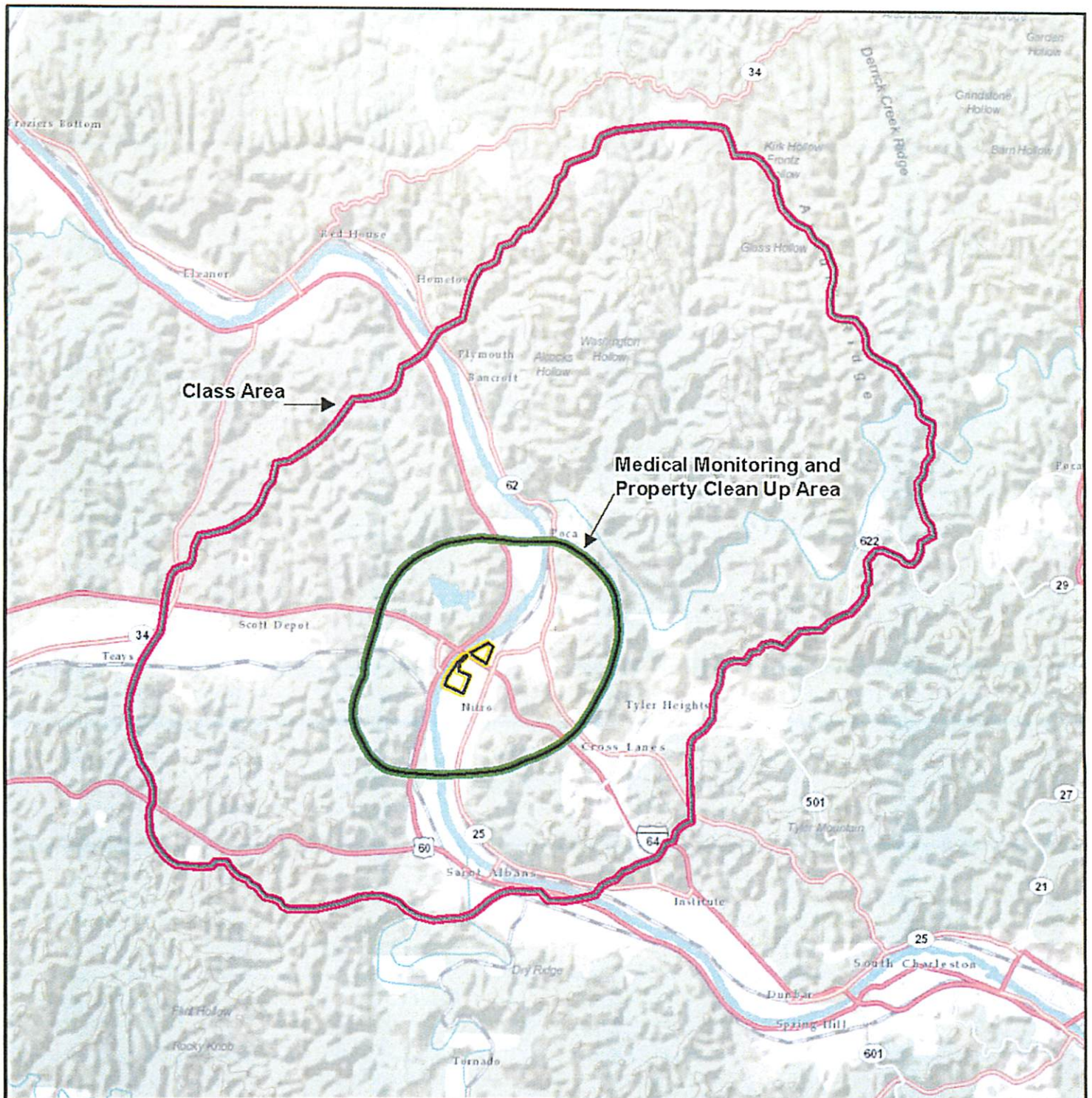


EXHIBIT A
Class Area and Medical Monitoring /
Property Clean Up Area

-  Class Area
-  Medical Monitoring and Property Clean Up Area

0 1.25 2.5 3.75 5
 Miles
 1 inch = 2.5 miles if this map is printed
 at a paper size of 8.5 x 11 in.



EXHIBIT C

NOT USED

EXHIBIT D

**PROPERTY PROGRAM: STANDARD OPERATING PROCEDURES
FROM FOTH INFRASTRUCTURE & ENVIRONMENT, LLC**



Foth Infrastructure & Environment, LLC

Standard Operating Procedure

Removing Dust from Homes

Introduction

The purpose of this Standard Operating Procedures (SOP) is to establish a standard procedure for removing dust that may be found on horizontal surfaces in occupied residential living spaces.

References

Site-Specific Health and Safety Plan.

Definitions

Accessible Surface: Means a surface for which there is a likelihood of frequent contact and exposure. Therefore, it means a horizontal surface inside occupied residential living space that can accumulate dust and is readily accessible for cleaning. Not included are: attics, garages, utility rooms, outbuildings, utility sheds, closets, internal shelving, and drawers in furniture and cabinets. Objects sitting on top of accessible surfaces are to be removed by the owners prior to cleaning and are not part of the SOP.

Contractor: Means the individuals responsible for performing dust removal.

Dust: Means fine particles of earth or other matter which accumulate through airborne deposition on accessible surfaces in a residential living space.

Dust Removal: Means the process of using a HEPA vacuum and wet cleaning agents to remove dust.

Residential living space: Means areas in occupied residences but does not include commercial structures of any kind such as retail establishments, restaurants, and the like, as well as multi-unit apartment buildings or other commercial residential structures.

Personnel Qualifications

Personnel will receive work-specific training including: the scope of work to be performed; the hazards associated with various cleaning chemicals; potential issues associated with working in residential living areas; and standards for behavior when interacting with residents. Personnel will have successfully completed work-specific training as evidenced by 100% attendance and a passing score on a final written examination. Personnel will demonstrate working knowledge of required procedures.

Workers will be:

- ♦ punctual to arrive on-time at the assigned job location;
- ♦ conscientious to perform all work according to required procedures;



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- ◆ cooperative to receive instruction and work with others on a team;
 - ◆ honest and trustworthy to work unsupervised; and
 - ◆ courteous to residential occupants.

Equipment and Supplies

The following equipment is needed to conduct dust cleaning:

1. All-purpose spray cleaner and cleaners designed for various surfaces
2. Cleaning cloths
3. Bucket(s) with wringer
4. Mop
5. Plastic spray bottle
6. Disposable rubber, latex, or vinyl gloves
7. Protective eyewear or goggles (to protect against splashing)
8. Launderable coveralls
9. HEPA filtered vacuum
10. Replacement HEPA filters
11. Sealable plastic containers for storing wastewater and used work clothing generated during cleaning process
12. Heavy-duty trash bags for containerizing solid materials that are generated (e.g., dust bags, used gloves, and filters).
13. Sample containers for wastewater and solid waste sampling
14. GIS Tracking System

Procedures

The housing unit may be occupied during dust removal, but children and pets should be removed from the rooms being cleaned. The job should be organized so that dust removal is performed within one day to minimize inconvenience to residents. The Contractor will provide educational materials that tell how residents can facilitate the cleaning process. Progress of the work will be tracked using a GIS-based data management system and GPS device.

1. How to Plan and Prepare for Dust Removal

Tenants or homeowners should do the following tasks before dust removal occurs:

- ◆ Store all loose personal belongings in boxes, closets, or drawers to provide easy access to floors and other surfaces that will be cleaned.
- ◆ All objects on surfaces to be cleaned should be removed and stored out of the way for cleaning.
- ◆ Remove and secure pets away from areas being cleaned.



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Contractor personnel should do the following tasks during dust removal:

- ◆ Schedule with residents a date and time for cleaning to be performed.
- ◆ Assure that all cleaning equipment and materials are available and in good working order.
- ◆ Read and be familiar with safe equipment operation
- ◆ Read and be familiar with cleaning product directions and warning labels.
- ◆ Contractor supervisor should ensure all workers comply with this SOP.

Overview of Removing Dust from Occupied Residential Living Space

All accessible horizontal surfaces as defined above need to be cleaned. This includes surfaces such as floors, tops of appliances, window sills, ceiling fans, countertops, desktops, table tops, floor vents, and air registers. A High Efficiency Particulate Air (HEPA) vacuum will be utilized for all vacuuming. Periodic filter replacement is required.

Wet cleaning is necessary for dust removal. Wet cleaning on solid surfaces will be conducted with a cleaner suitable to the surfaces being cleaned.

Cleaning will be performed in two steps:

Step 1: Use a HEPA Vacuum to remove loose or poorly adhered particles.

Step 2: Use wet cleaning to remove adhered particles.

2. General Cleaning Work Practices

Wear plastic, rubber, or latex gloves when using cleaning liquids. When cleaning a home or apartment, always clean from the higher to lower levels and vacuum before wet cleaning. Within a room, start with the highest-level surface and work down. Do not attempt to repair floors or remove home furnishings. This method of cleaning involves the following cleaning sequence:

- A. Vacuuming
 1. carpets and rugs
 2. surfaces to be wet cleaned
- B. Wet Cleaning
 1. tops of door and window molding
 2. tops of window sashes
 3. ceiling fans and light fixtures
 4. window mullions
 5. interior window sills
 6. window troughs (if accessible)
 7. radiators
 8. floors and floor vents



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Work from cleaned areas to non-cleaned areas to prevent the spread of dust. While performing dust removal, it is necessary to use disposable cleaning cloths or sponges. Replace cloths and sponges, as necessary. Replace rinse water, as necessary.

Dust Removal: A Step-By-Step Guide

- A. Clean one room at a time.
- B. Vacuum the surfaces first.
- C. Clean all horizontal surfaces beginning at the top rear room in the apartment/home, working forward and down by wiping with a cleaning cloth with an all-purpose spray cleaner.
- D. Within rooms, start with the highest surface and work down. Start at the furthest corner of the room and work toward the door. Extra attention may be required to clean hard-to-reach areas, such as the corners of window ledges and crevices.
- E. During wet wiping, rinse rags, sponges, and mops frequently and replace rinse water, as necessary.
- F. Clean until no surface dust is visible. After cleaning, rinse with clean water using a new sponge or cloth.
- G. Dry wetted surfaces with cloths to prevent damage to wood surfaces and eliminate slipping hazards.
- H. HEPA vacuum or wet wipe each surface at least once.

How to Clean Carpets or Rugs

- ◆ Vacuum the top side with a HEPA vacuum equipped with a beater bar or agitator attachment.
- ◆ Vacuum two times going in opposite directions. For example, the first time may be done in an east-west direction, while the second is done in a north-south direction.

How to Clean Floors

- ◆ For floors, a two-bucket system is recommended, but can be performed with one bucket.
- ◆ Mix the cleaning solution (per manufacturer's directions) in one bucket; a second bucket should contain rinse water for the mop head. Change the rinse water as necessary.
- ◆ After cleaning a floor, rinse with clean water.
- ◆ Where possible, clean floors underneath removable rugs.

How to Clean Vents /Registers

- ◆ All air vent registers that cannot be removed should be cleaned in place.
- ◆ Remove the vent register.
- ◆ Vacuum using a HEPA vacuum (if possible).
- ◆ Wash using a cleaning solution.
- ◆ Rinse with clean water and new rags/cloths.
- ◆ Dry and replace the register.

How to Clean a Non Floor Surface

- ◆ Clean household surfaces other than floors by mixing the cleaning solution (cleaning solutions will be selected based on the type of surface being cleaned) in a plastic jug.



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- ◆ Pour or spray the cleaning solution onto the surface being cleaned, or onto clean sponges or cloths.
 - ◆ Frequently rinse the sponge/cloth in a bucket of clean water or throw away any disposable cloths/rags.
 - ◆ Wipe the surface with a water-damp cloth or sponge to remove any cleaning solution residue.
 - ◆ Dry the surface with a clean cloth.

Wastewater and Solid Waste Management

- A. Containerize all wastewater in leak-proof containers.
- B. Containerize all solid waste in sturdy plastic bags. Securely close the bags so the contents cannot be released.
- C. Remove waste materials from the residence and deliver the wastes to a central storage location identified for this purpose. No wastewater or solid waste from the dust removal will be disposed at the residences.

Wastewater and Solid Waste Disposal

- A. Periodically collect and analyze samples of wastewater and solid waste to determine if any specialized handling is needed.
- B. Wastewater will be disposed under a written permit at an off-residence location determined by the local wastewater utility.
- C. Solid waste will be disposed under a written permit at an off-residence location determined by the local solid waste utility.

Health and Safety Rationale

Due to the specialized nature of the work to be completed and the need to perform the dust removal in a careful, controlled, and consistent manner, specialized training for Contractor personnel will be required. Thus, project-specific training will be provided to all Contractor personnel.

Personal Protective Equipment

Personal Protective Equipment (PPE) will be worn by all Contractor personnel to mitigate potential health risks associated with household cleaning chemicals. Contractors will wear standard work clothes: launderable coveralls, water resistant gloves, and eye protection (e.g., clear safety glasses when using cleaning liquids). Contractor personnel will have a neat workman like appearance.

The Hazardous Waste Operations and Emergency Response Standard (HAZWOPER) does not apply to removal of dust in residential areas. The HAZWOPER standard applies to five distinct groups of employers and their employees:

- ◆ cleanup operations—required by a governmental body, whether federal, state, local, or other involving hazardous substances—that are conducted at uncontrolled hazardous waste sites;
- ◆ corrective actions involving cleanup operations at sites covered by the Resources Conservation and Recovery Act of 1976 (RCRA) as amended (42 U.S.C. 6901 et seq.);



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- ♦ voluntary cleanup operations at sites recognized by federal, state, local, or other governmental bodies as uncontrolled hazardous waste sites;
 - ♦ operations involving hazardous wastes that are conducted at treatment, storage, and disposal facilities regulated by Title 40 Code of Federal Regulations Parts 264 and 265 pursuant to RCRA, or by agencies under agreement with U.S. Environmental Protection Agency to implement RCRA regulations; and
 - ♦ emergency response operations for releases of, or substantial threats of releases of, hazardous substances regardless of the location of the hazard (1910.120(a)(1)(i-v) and 1926.65(a)(1)(i-v)).

HAZWOPER does not apply to the work specified in this SOP, because the work areas are not uncontrolled hazardous waste sites, nor are they regulated treatment, storage, and disposal facilities. The dust to be removed is not a hazardous waste, and the work to be performed is not an emergency response operation. The specified PPE in this SOP is designed to provide appropriate protection for normal household cleaning activities.

Based on concern for dioxin exposure in the community of Nitro, West Virginia, indoor dust samples have been collected in various homes in the City of Nitro and the surrounding area. Based on reliable indoor dust measurements, which were analyzed by gas chromatography mass spectrometry (GCMS), only one home had a level of dioxin measured in total equivalency factor (TEQ) above the residential accepted exposure level of 1,000 parts per trillion (ppt). This home was a former office building on an industrial property in Nitro and is not included in this dust removal SOP.

Contact

For further information, contact the following:

Brian Symons, PE, Senior Technology Manager

Foth Infrastructure & Environment, LLC

14 Corporate Woods, Suite 650

8717 West 110th Street

Overland Park, KS 66210

Phone: (913) 469-0686 x 3812/ Fax: (913) 469-0688

Cell: (913) 940-0081

<http://www.foth.com>

A handwritten signature in cursive script that reads "Brian Symons". The signature is written in black ink and is positioned above a horizontal line.

EXHIBIT E

REGISTRATION PROCEDURES

1. Purpose: The Registration Procedure is designed to accomplish the following purposes (collectively "Purposes"): (a) provide notice to eligible class members of the commencement of a Registration Period; (b) provide for a Registration Period of 120 days following notice; (c) arrange for a convenient location for Registration; (d) administer Questionnaires (attached hereto as Exhibit E-1) to be used by the Registration Administrator (as defined below) in determining eligibility of class members for the Property Clean-up Program; (e) assist eligible class members in scheduling an appointment with Foth Infrastructure & Environment, LLC ("Foth") to have the interiors of their residences cleaned as provided for in the Property Class Settlement Agreement ("PCSA").

2. Registration Administrator: A "Registration Administrator" will be appointed for a fee negotiated by Defendants and paid from the Fund. His/her responsibilities will include accomplishing all of the Purposes as set forth in Section 1 above, in a manner that is both cost efficient and furthers the underlying principles of the Property Program.

3. Costs to be paid from the Fund: The Property Cleanup Fund will be responsible for paying the costs of notice, securing a place to register Participants, Questionnaires, and reasonable costs associated with the registration process (e.g., photocopying, telephone, postage, etc.).

4. Determinations of Eligibility: The Registration Administrator will apply the Eligibility Criteria as set forth in Section 2.11 of the PCSA. All class members must present reasonable proof of meeting the Eligibility Criteria. Any class member who has been found by the Registration Administrator to not meet the Eligibility Criteria may request that the

Registration Administrator review any such finding. After review, any continuing disputes will be resolved by the Court.

5. Notice: Notice of the commencement of a Registration Period will be given to the class in the form attached hereto as Exhibit E-1.

6. Questionnaires: The Questionnaire will be in the form attached hereto as Exhibit E-2.

EXHIBIT E-1

**FORM OF NOTICE
OF COMMENCEMENT OF REGISTRATION PERIOD**

**IN THE CIRCUIT COURT OF
PUTNAM COUNTY, WEST VIRGINIA**

ZINA G. BIBB, et al.,

Plaintiffs,

v.

CIVIL ACTION NO. 04-C-465
(Derek C. Swope, Circuit Judge
by temporary assignment)

MONSANTO COMPANY, et al.,

Defendants.

**NOTICE OF REGISTRATION TO PARTICIPATE
IN PROPERTY PROGRAM**

ATTENTION: IF YOU CURRENTLY OWN RESIDENTIAL PROPERTY WITHIN A CERTAIN GEOGRAPHIC AREA IN PUTNAM AND KANAWHA COUNTIES, NEAR THE CITY OF NITRO, WEST VIRGINIA, AS OF SEPTEMBER 30, 2010, PLEASE READ THIS NOTICE CAREFULLY. YOUR RIGHTS MAY BE AFFECTED. YOU MAY BE ENTITLED TO HAVE THE INTERIOR OF YOUR PROPERTY CLEANED UNDER THE TERMS OF A SETTLEMENT AGREEMENT.

*The Circuit Court of Putnam County, West Virginia authorized this Notice.
This is not a solicitation from a lawyer.*

On _____, 2012, the Circuit Court of Putnam County, West Virginia, entered a Final Order Approving Settlement, in the case of *Bibb et al v. Monsanto Company et al.* Under the terms of the settlement, you may be entitled to have the interior of your residential property cleaned. In order to participate in this Property Program you will be required to complete a Registration Questionnaire and provide copies of certain documents so that your eligibility may be determined and your property scheduled for cleaning. Please read the following carefully.

1. WHAT THIS LAWSUIT IS ABOUT:

Certain persons who own property in and around Nitro, West Virginia, filed this lawsuit in 2004 alleging that their property and persons were contaminated by dioxins released from the old Monsanto chemical plant located in Nitro, West Virginia, which is no longer operational (the "Plant"). Specifically, Plaintiffs in the lawsuit alleged that waste disposal practices at the Plant between 1948 and 1969 resulted in widespread dioxin contamination in the

Class Area. The Defendants deny that any such contamination occurred. Nonetheless, the Parties to the lawsuit have reached a Settlement. As part of the Settlement, persons who own residential property within a specific geographic area in Putnam and Kanawha Counties, West Virginia, as set forth on a map attached hereto as Exhibit A, as of September 30, 2010, are permitted to participate in a Property Program.

In order to Participate in the Property Program, you will be required to complete a Registration Questionnaire and provide copies of certain documents to determine if your property is in fact eligible. The registration period will last for 120 days commencing on _____, 2012, and ending _____, 2012. **You must complete the questionnaire and submit it together with the requested documents to the Registration Administrator on or before _____, 2012, or you will not be eligible to participate in the Property Program.** Additional details regarding the Registration Questionnaire and the required documents are provided below.

2. WHAT IS THE PROPERTY PROGRAM:

If your property is eligible for inclusion in the Property Program, you will be entitled to receive, free of charge, the following services to be performed in cooperation with Foth Infrastructure & Environment, LLC ("Foth"), the cleanup company retained to perform the work:

- o Vacuuming carpets, rugs and accessible horizontal surfaces with a HEPA vacuum.
- o Wet Cleaning accessible horizontal surfaces including floors and floor vents, tops of doors and window moldings, window mullions, interior window sills, window troughs (if accessible), ceiling fans and light fixtures and radiators.

Property determined to be eligible will be scheduled for clean-up on a first-come, first-served basis with Foth reserving the right to make groupings of residences to be cleaned.

A more detailed description of the scope of the cleanup is contained in *Standard Operating Procedures: Removing Dust from Home*, which is Exhibit D of the Property Class Settlement Agreement, and is available for review at www.BibbClass.com.

3. HOW TO DETERMINE IF YOU QUALIFY TO HAVE THE INTERIOR OF YOUR RESIDENTIAL PROPERTY CLEANED:

To qualify for participation in the Property Program, you must meet certain eligibility criteria. These are: (a) You must own property located within the area of the Map attached as Exhibit A as of September 30, 2010, as documented by a deed, property tax receipt, property tax assessment, recorded will or estate settlement; (b) the property must be residential property, defined as a residential property, such as a house, mobile or condominium, not including apartments, apartment buildings, commercial properties or government buildings of

any kind, owned by an individual or individuals; and (c) you must complete a Questionnaire and submit it to the Registration Administrator a Questionnaire on or before _____, _____.

A larger version of the Map (Exhibit A) and copies of the Questionnaire may be viewed and printed from www.BibbClass.com. In order to Register, **you must complete the Questionnaire and return it to the Registration Administrator on or before _____, 2012**, by (1) mailing it to _____; or (2) hand-delivering it to the Registration Administrator, located at _____ on the following dates, during the hours indicated, for assistance:

If you do qualify to participate in the Property Program you will be required to sign a Right of Entry Informed Consent form before any of the clean-up will be performed and to cooperate with the Registration Administrator to have the testing completed no later than _____, 2015.

Please do not call the Court or the Judge about this Notice.

EXHIBIT E-2

FORM OF QUESTIONNAIRE

Complete and Return to:

[Add name and address of Registration administrator]

PROPERTY CLASS SETTLEMENT QUESTIONNAIRE

Your answers to the following questions will help determine whether you qualify to have the interior of your residential property cleaned under the *Bibb* Property Class Settlement.

In answering these questions, you must follow these guidelines:

- A. The area referred to in the questions below as the "Property Clean-Up Area" is the geographic area depicted on the attached Exhibit A. You must determine whether you owned residential property within this area on September 30, 2010.
- B. For purposes of these questions, the term "residential" means a residential property such as a house, mobile home, or condominium and does not include apartments, apartment buildings, commercial properties or government buildings of any kind, owned by an individual or individuals.
- C. If you have any questions about completing the Questionnaire, you may appear in person at the Administrator's office, located at _____ on the following dates, during the hours indicated, for assistance:

By completing and submitting this form, you are making a preliminary decision that you wish to have the interior of the property or properties listed cleaned in accordance with the terms of the *Bibb* Property Class Settlement Agreement. You may, however, elect to withdraw the property from participation at a later date.

Preliminary Information:

Name: _____

Current Address: _____

Email address: _____

Telephone: Home _____
Work _____
Mobile _____

Identification of Residential Property:

Please list below the address of any residential property you own as of September 30, 2010, which you believe to be within the area designated on Exhibit A, together with the names of any persons who may co-own the property with you. If you own more than one eligible property, you will have to complete a separate Questionnaire for each property.

_____ (Street)
_____ (City)

Co-owners, if any:

Documentation:

For the property listed above please attach: Proof of ownership as of Exhibit A for example, a copy of your deed, a property tax receipt, or a property tax assessment. You may also attach a recorded will or estate settlement but must supply with it either a property tax receipt or property tax assessment.

VERIFICATION

I, _____, hereby verify that the information contained in the foregoing PROPERTY CLASS SETTLEMENT QUESTIONNAIRE is true and accurate to the best of my knowledge, information and belief.

DATED this ____ day of _____, 2012.

EXHIBIT F
FORM OF
PRELIMINARY APPROVAL ORDER
IN THE CIRCUIT COURT OF
PUTNAM COUNTY, WEST VIRGINIA

ZINA G. BIBB, et al.,

Plaintiffs,

v.

CIVIL ACTION NO. 04-C-465

MONSANTO COMPANY, et al.,

Defendants.

[PROPOSED]
ORDER PRELIMINARILY APPROVING CLASS SETTLEMENTS

THIS MATTER having come before the Court on the Motion for Preliminary Approval of Class Action Settlements and Memorandum of Law in support thereof (“Motion for Preliminary Approval”); and the Parties having filed the Medical Monitoring Class Settlement Agreement dated February 16, 2012, as Exhibit A to the Motion for Preliminary Approval, along with the Property Class Settlement Agreement dated February 16, 2012 as Exhibit B to the Motion for Preliminary Approval (together, the “Settlement Agreements”), in satisfaction of Rule 23(e) of the West Virginia Rules of Civil Procedure; and the Court having reviewed and considered the terms and conditions of the proposed Class Settlements as set forth in the Settlement Agreements; and the Court finding it has subject matter jurisdiction over this matter; and for good cause appearing that the terms and conditions set forth in the Settlement Agreements were the result of good faith, arm’s length settlement negotiations between competent and experienced counsel for both Plaintiffs and Defendants.

ACCORDINGLY, IT IS HEREBY ORDERED AS FOLLOWS:

1. Capitalized terms used in this Preliminary Approval Order have the meanings assigned to them in the Settlement Agreements and this Order.

2. Preliminary Approval. The terms of the Parties' Settlement Agreements are hereby conditionally approved, subject to further consideration thereof at a final approval hearing ("Fairness Hearing") provided for below. The Court finds that said Class Settlements are sufficiently within the range of reasonableness.

3. Class Notice.

(a) The Court approves the forms of the Notice of Proposed Settlement of Medical Monitoring Class attached hereto as Exhibit A, and the Notice of Proposed Settlement of Property Class attached hereto as Exhibit B.

(b) By April 5, 2012, Class Counsel will commence publication of the Notice of Proposed Settlement of Property Class in a manner consistent with the notice procedures followed in providing notice of the Class Certification.

(c) Also by April 5, 2012, Class Counsel send by first-class mail the Notice of Proposed Settlement of Property Class to all members of the Property Class.

(d) These notices are hereby found to be the best practicable means of providing notice under the circumstances and, when completed, shall constitute due and sufficient notice of the proposed Class Settlements and the Fairness Hearing to all persons and entities affected by and/or entitled to participate in the settlement, in full compliance with the notice requirements of W.Va. R. Civ. P. 23, due process, the Constitution of the United States, the laws of West Virginia, and all other applicable laws. The notices are accurate, objective, informative and provide members of the Medical Monitoring Class and Property Class with all

of the information necessary to make an informed decision regarding their participation in the Class Settlements and the fairness thereof.

(e) On or before June 11, 2012, Class Counsel shall provide to the Court and serve on Defense Counsel a report certifying completion of the notice requirements set forth in this Order.

4. Fairness Hearing.

(a) The Fairness Hearing is hereby scheduled to be held before this Court on June 18, 2012 in Courtroom #1, to consider the fairness, the reasonableness, and adequacy of the proposed Class Settlements, the dismissal with prejudice of this lawsuit, and the entry of final judgment in this class action.

(b) The date, time, and place of the Fairness Hearing shall be set forth in the Notice of Proposed Settlement of Medical Monitoring Class and Notice of Proposed Settlement of Property Class.

(c) Following the Fairness Hearing, on or before June 22, 2012, the Parties shall submit Proposed Findings of Fact and Conclusions of Law.

5. Objections.

(a) Any member of the Medical Monitoring Class or Property Class who submits written objections as to why the Settlement Agreements should not be approved as fair, reasonable, and adequate and why judgment should not be entered thereon ("Objector"), shall be heard and any papers submitted in support of said objections shall be considered by the Court at the Fairness Hearing only if, within the time limit set forth in this Order, such Objector: (i) submits documentary proof that he or she is a member of the Medical Monitoring Class or Property Class; (ii) states in writing the specific basis for each objection, including any legal support the Objector wishes to bring to the Court's attention; (iii) submits any evidence the

Objector wishes to introduce in support of his or her objection; and (iv) any other information required by the Parties or the West Virginia Rules of Civil Procedure. Any Objector who fails to comply with these requirements shall be forever barred from objecting to the Class Settlements.

(b) To object, the Objector must send a letter stating that he or she objects to the proposed Settlement in the *Bibb v. Monsanto Co.*, NO. 04-C-465 litigation. He or she must include his or her name, address, telephone number, and his or her signature. He or she must also state the reasons for the objection.

(c) Any attorneys hired or retained by the Settlement Class members at Settlement Class members' expense for the purpose of objecting to the Class Settlements are required to serve a notice of appearance.

(d) Any Objector who serves and files a written objection and who intends to make an appearance at the Fairness Hearing, either in person or through personal counsel hired at the Objector's expense, in order to object to the fairness, reasonableness, or adequacy of the proposed Settlement Agreement, is required to serve a notice of intention to appear at the Fairness Hearing.

(e) All notices provided for in subsections (a)-(d) must be postmarked not later than June 7, 2012 and sent to the following:

Clerk of the Court
Circuit Court of Putnam
County, West Virginia
3389 Winfield Road
Winfield, WV 25213-9354

(f) Defendants' Counsel, Class Counsel, and any other counsel for Plaintiffs or the Settlement Class are directed to furnish promptly to each other and any other counsel who has

filed a notice of appearance with copies of any and all objections or written requests for exclusion that might come into their possession.

(g) No person shall be entitled in any way to contest the approval of the terms and conditions of the Settlement Agreements or the judgment to be entered thereon except by filing and serving written objections in accordance with the provisions of this Settlement Agreements. Any member of the Medical Monitoring Class or Property Class who does not submit a timely, written objection or who does not comply with the procedures set forth in the Settlement Agreements will be deemed to have waived all such objections and will, therefore, be bound by all proceedings, order and judgments in this action, which will be preclusive in all pending or future lawsuits or other proceedings.

The Clerk of the Court is directed to deliver true copies of this Order to counsel of record as set forth below.

Entered: February _____, 2012

Derek C. Swope, Circuit Judge

Prepared for entry by:

Charles M. Love, III (WVSB #2254)
Bowles Rice McDavid Graff & Love LLP
Post Office Box 1386
Charleston, West Virginia 25325-1386
Telephone: (304) 347-1100
Counsel for Defendants

W. Stuart Calwell, Jr. (WVSB #595)

David H. Carriger (WVSB #7140)

The Calwell Practice

Law and Arts Center West

500 Randolph Street

Charleston, West Virginia 25302

Telephone: (304) 343-4323

Class Counsel

EXHIBIT G
FORM OF FINAL APPROVAL ORDER

ZINA G. BIBB, et al.,

Plaintiffs,

v.

CIVIL ACTION NO. 04-C-465
(Derek C. Swope, Circuit Judge
by temporary assignment)

MONSANTO COMPANY, et al.,

Defendants.

[PROPOSED]
ORDER GRANTING FINAL APPROVAL OF
CLASS ACTION SETTLEMENTS AND ENTRY OF FINAL JUDGMENT

THIS CASE coming on for hearing before the Honorable Derek C. Swope, Circuit Judge, on _____, 2012, pursuant to this Court's Preliminary Approval Order dated February 24, 2012, in order for this Court to conduct a Fairness Hearing to determine whether the proposed Medical Monitoring Class Settlement and Property Class Settlement (together, the "Class Settlements") between the Parties are fair and reasonable, and to address Class Counsel's application pursuant to West Virginia Rule of Civil Procedure 54(d) for an award of attorney's fees and costs;

AND THE COURT having read and considered the Medical Monitoring Class Settlement Agreement and the Property Class Settlement Agreement, the Motion for Final Approval of Class Settlements and Memorandum of Law in support thereof, having received evidence and heard argument of counsel at the Fairness Hearing, and having considered any objections by members of the Medical Monitoring Class and Property Class, if any, now makes the following ruling:

1. This Court has jurisdiction over the parties and the subject matter of this proceeding.

2. Pursuant to W.Va. R. Civ. P. 23(b)(3), the Court has previously certified the following classes: (a) the Medical Monitoring Class; and (b) the Property Class (together, the "Classes").

3. The Court grants final approval of the Class Settlements, as being fair and reasonable. See, e.g., In re MicroStrategy, Inc. Securities Litigation, 148 F. Supp. 2d 654, 6630665 (E.D. Va. 2001); Strang v. JHM Mortgage Sec. Ltd. P'Ship, 890 F. Supp. 499, 401 (E.D. Va. 1995).

4. The Court finds that both Classes received appropriate notice of the settlements and Fairness Hearing.

5. The Court finds that the request for attorneys' fees in the total amount of \$_____ and reimbursement of costs in the total amount of \$_____, made pursuant to West Virginia Rule of Civil Procedure 54(d), is reasonable and is granted.

6. This case and all claims asserted herein against the Defendants are hereby dismissed with prejudice.

7. Members of the Medical Monitoring Class and the Property Class are permanently enjoined from bringing any claim released under the Settlement Agreements against any Defendant or express intended beneficiary of the Settlement Agreements, either derivatively or on behalf of themselves, or through any person or entity purporting to act on their behalf.

8. The Court shall retain exclusive and continuing jurisdiction of the case and the Parties to interpret and enforce the terms, conditions, and obligations of the Class Settlements, the Medical Monitoring Program and Fund, and the Property Program and Fund.

The Clerk of the Court is directed to deliver true copies of this Order to counsel of record as set forth below.

Entered: _____, 2012

Derek C. Swope, Circuit Judge

Prepared for entry by:

Charles M. Love, III (WVSB #2254)
Bowles Rice McDavid Graff & Love LLP
Post Office Box 1386
Charleston, West Virginia 25325-1386
Telephone: (304) 347-1100
Counsel for Defendants

W. Stuart Calwell, Jr. (WVSB #595)
David H. Carriger (WVSB #7140)
The Calwell Practice
Law and Arts Center West
500 Randolph Street
Charleston, West Virginia 25302
Telephone: (304) 343-4323
Class Counsel