

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

IN RE: IMPRELIS HERBICIDE
MARKETING, SALES PRACTICES,
AND PRODUCTS LIABILITY
LITIGATION

Case No. 2:11-md-2284-GP

**[PROPOSED] ORDER GRANTING
CERTIFICATION OF A SETTLEMENT
CLASS, PRELIMINARILY APPROVING
CLASS ACTION SETTLEMENT, AND
PROVIDING FOR NOTICE TO THE
SETTLEMENT CLASS**

THIS DOCUMENT APPLIES TO:
ALL ACTIONS

WHEREAS, a class action is pending in this Court entitled *In re Imprelis Herbicide Marketing, Sales Practices, and Products Liability Litigation*, No. 2:11-md-2284-GP (the “Action”);

WHEREAS, the parties to the Action have agreed, subject to Court approval following notice to the proposed Settlement Class and a hearing, to settle this Action upon the terms and conditions set forth in the settlement lodged with this Court (the “Settlement”);

WHEREAS, this Court has reviewed the Settlement, as well as the files, records, and proceedings to date in this matter;

WHEREAS, for purposes of this Order, capitalized terms used below shall have the meaning ascribed to them in the Settlement, unless otherwise defined;

WHEREAS, for purposes of this Settlement, this Court has subject matter and personal jurisdiction over the parties, including all Settlement Class members; and

WHEREAS, this Court is familiar with the legal and factual issues in this matter;

NOW, THEREFORE, based on its review of the Settlement and familiarity with all of the files, records, and proceedings herein, the Court concludes, upon preliminary examination, that:

- (1) the proposed Class satisfies the requirements of Rule 23(a) and Rule 23(b)(3);
- (2) the Settlement appears fair, reasonable, and adequate, and within the range of reasonableness for preliminary approval such that a presumption of fairness is appropriate;
- (3) the Class should receive notice of the Settlement and be provided the opportunity to opt out of or object to it; and
- (4) whether the Settlement is fair, reasonable, and adequate and should be approved and confirmed through final judgment, and whether Settlement Class Counsel's Fee and Expense Application should be granted, should be considered at the Final Fairness Hearing.

IT IS HEREBY ORDERED THAT:

1. Certification Of Settlement Class. For purposes of settlement only, Plaintiffs have proposed conditional certification of the following Settlement Classes under Federal Rule of Civil Procedure 23:

Property Owner Class (Class 1):

All persons or entities who (a) own or owned property in the United States to which Imprelis® was applied from August 31, 2010 through August 21, 2011, or (b) own or owned property in the United States adjacent to property to which Imprelis® was applied from August 31, 2010 through August 21, 2011 and whose trees show damage from Imprelis® on or before the date of entry of the Preliminary Approval Order ("Adjacent Property Owner"). Excluded from Class 1 are (1) any Judges to whom this Action is assigned and any members of their immediate families, and (2) any property owners whose properties were used for the testing of Imprelis® or developmental formulations containing the same active ingredient.

Applicator Class (Class 2):

All persons or entities that, from August 31, 2010 through August 21, 2011, purchased Imprelis® (and/or received Imprelis® directly or indirectly from a purchaser) and applied it to property in the United States as part of their normal business, other than property that they own or owned (“Applicators”). Excluded from Class 2 are any Judges to whom this Action is assigned and any members of their immediate families.

Golf Courses or Other Self Applicators Class (Class 3):

All persons or entities that, from August 31, 2010 through August 21, 2011, purchased Imprelis® (and/or received Imprelis® directly or indirectly from a purchaser) and applied it to properties in the United States that they own or owned (“Self Applicators”).

Excluded from Class 3 are any Judges to whom this Action is assigned and any members of their immediate families.

Plaintiffs Jeff and Kathy Bailey; Carey Bottom; Fred and Ranelle Brandt; Harlene Clark; Sammy Cope; Donna Cozad; Sam Gallo; Richard Shlansky-Goldberg and Patty Goldberg; Michael Golden; James Heinsimler; Charles Huffman; David H. Kinsey; Thor Larson; H. David Lunger; Peter and Kathleen Malone; Marsh Harbour Homeowners’ Association; Carole Meader; Jan and Christopher Meier; Tim Reynolds; Marsha Shomo; Gregg Westover; John and Margo Wilhelmsen; Mark Wilson; BW Real Estate, LLC and BW Golf Management, LLC; Colonial Pines Management, LLC; Fox Hills Golf & Banquet Center; Polo Fields Golf & Country Club; The Standard Country Club; Washtenaw Acquisition, LLC; Winding Ridge Golf Course; Capital Turf Management, Inc.; Perennial Services, LLC; Rossi Landscaping, Inc; Town & Country Landscape Management, LLC; and Jean Vorchak (“Class Representatives” or “Plaintiffs”) brought this Rule 23 Class Action on behalf of themselves and the above three nationwide

classes allegedly harmed by Imprelis®, an aminocyclopyrachlor methyl herbicide manufactured, marketed, and sold by E. I. du Pont de Nemours and Company (“DuPont”). Broadly speaking, all Plaintiffs allege that they were in some way harmed because Imprelis®, designed to kill weeds, also killed trees and other non-target vegetation. They assert claims for breach of the Delaware Consumer Fraud Act, violation of home-state consumer protection laws, breach of express warranty, breach of implied warranty, negligence, failure to warn, design defect, nuisance, and trespass.

DuPont denies any liability with regard to Plaintiffs’ claims. Notwithstanding their denial of liability, and as described in the Settlement Notice, DuPont has agreed to provide the following categories of relief:

Property Owner Class (Class 1).

- DuPont will arrange for removal of damaged trees and value and pay for replacement trees pursuant to the schedule set forth in Exhibit 15 to the Settlement Agreement. A property owner who has a damaged tree removed that is greater than twenty feet tall may use the money received from DuPont under the Settlement to purchase multiple smaller trees through Qualified Tree Providers at the prices set forth in Exhibit 16 to the Settlement Agreement.
- For trees that require care but, presently, not replacement, DuPont will pay Property Owner Class Members certain tree care and maintenance payments pursuant to the schedule set forth in Exhibit 18 to the Settlement Agreement.
- DuPont will make an additional payment to Property Owner Class Members. The amount of the additional payment shall be 15% of the total value of the above-referenced payments and services DuPont is providing.

- DuPont will provide a warranty for replacement trees through May 31, 2015.
- Throughout the pendency of the Settlement program, Settlement Class Counsel shall receive not less than quarterly reports from DuPont containing summary statistics detailing the implementation of the Settlement program to ensure the Settlement program is being applied effectively and fairly. In addition, Settlement Class Counsel may request a Court-approved independent person or entity, to be paid for by DuPont, to audit a sampling of the claims submitted by Settlement Class members that the independent person or entity deems appropriate.
- DuPont and Settlement Class Counsel shall jointly select, and propose to the Court for its approval and appointment, a panel comprised of three arborists (the “Imprelis Alternative Dispute Resolution Panel” or the “Panel”). The Panel shall be comprised of the following members: (a) one arborist chosen by Settlement Class Counsel; (b) one arborist chosen by DuPont; and (c) one arborist chosen by the two arborists selected through the above-described process. The Panel shall be authorized to review and determine appeals from the Settlement Claims Process, including decisions from the DuPont objections process.
- Property Owner Class Members will not release DuPont from claims for bodily injury or environmental damage not related to claimed injuries to Class Member’s property and vegetation allegedly resulting from the application of Imprelis.®

Applicator Class (Class 2)

- Applicator Class Members will receive compensation for customer site visits, field work, and expenses incurred or paid to third parties prior to September 6,

2011. They will also receive compensation for participating (to the extent they are able to participate) during the Claims Process to likewise assist in the process at the rates and as otherwise provided for in the Claims Process.

- Applicator Class Members will not release any right they may have to seek to recover from DuPont for claims of lost profits for business interruption, and/or suits against them brought by third-party property owners arising out of their work relating to their application of Imprelis® on the properties of others.
- Any Applicator Class Member that has not already participated in DuPont's recall program may seek reimbursement pursuant to that program. The recall program will remain open, subject to EPA guidance.

Golf Course and Other Self-Applicator ("Self-Applicator") Class (Class 3).

- In addition to the relief provided to Property Owner Class Members, Self-Applicator Class Members will be entitled to receive payment for time and out-of-pocket expenses that they incurred in connection with investigating and documenting Imprelis® damage on their properties as well as payment for the administrative expenses of assisting in site investigations and claims processing by DuPont with respect to their properties, subject to a \$2,000 cap for each property owned by Self-Applicator Class Members.

The Court hereby FINDS and CONCLUDES that the proposed nationwide Class is preliminarily certified as a Class Action for settlement purposes only pursuant to Rule 23(a) and Rule 23(b)(3). DuPont retains all rights to assert that this Action may not be certified as a class except for settlement purposes. Provisional certification of a nationwide class is appropriate in part because DuPont does not object to class certification for settlement purposes only.

Because certification of the Rule 23 Class is proposed in the context of a settlement, the Court need not inquire whether the case, if tried as a class action, would present intractable management problems.

Accordingly, and for the reasons set forth above, the Court hereby CERTIFIES the Rule 23 Class under Rule 23(a) and Rule 23(b)(3), for the purposes of this settlement only.

2. Appointment Of Class Representatives And Class Counsel. The Court finds that the above Plaintiffs have claims typical of absent class members belonging to the Class and are adequate representatives of those Class Members. The Court appoints all of the above-mentioned Plaintiffs to serve as Class Representatives for settlement purposes only.

The Court finds that Hollis L. Salzman of Labaton Sucharow, LLP; Jonathan D. Selbin of Lieff Cabraser Heimann & Bernstein, LLP; Adam J. Levitt of Wolf Haldenstein Adler Freeman & Herz, LLC; and Richard J. Arsenault of Neblett, Beard & Arsenault have, separately and collectively, extensive experience and expertise in prosecuting complex class cases. The Court appoints these firms as Co-Lead Counsel for settlement purposes only. The court refers to them collectively, together with Liaison Counsel Robert S. Kitchenoff of Weinstein Kitchenoff & Asher, LLC, as "Settlement Counsel".

3. Preliminary Approval Of Settlement. The Settlement Agreement, including all exhibits thereto, is preliminarily approved as fair, reasonable, and adequate, and within the range of reasonableness, such that a presumption of fairness is appropriate for the purposes of preliminary settlement approval. The Court finds that: (a) the Settlement resulted from extensive arm's length negotiations; (b) sufficient discovery occurred prior to the Settlement to inform all parties and the Court of the relative strengths and weaknesses of their positions; (c) Settlement Counsel are experienced in litigation and settlement of similar litigation; and (d)

the Settlement is in all other respects sufficient to warrant notice of the Settlement to the Class and a full hearing, the Final Fairness Hearing, on the approval of the Settlement.

4. Final Fairness Hearing. A Final Fairness Hearing shall be held before the Honorable Gene E.K. Pratter on _____, 2012, at _____ to determine whether the Settlement is fair, reasonable, and adequate and should be approved. Papers in support of final approval of the Settlement, the proposed Fee and Expense Award shall be filed with the Court according to the schedule set forth in Paragraph 10 below. The Fairness Hearing may be postponed, adjourned, or continued by order of the Court without further notice to the Settlement Class. After the Fairness Hearing, the Court may enter a final approval order and final judgment in accordance with the Settlement that will adjudicate the rights of the Settlement Class members with respect to the Released Claims being settled.

5. Class Notice. DuPont shall cause notice to be disseminated as follows:

a. Internet Notice. Not later than _____ after the entry of the present Order, the Claims Administrator shall publish both the Publication and Long Form Notices on a settlement website, which shall be made available through a link on Plaintiffs' Counsel's websites, and shall contain copies of the Settlement Notices, the fully executed Settlement Agreement, and relevant Court Orders and filings (including the Fee Application). The Settlement Notices shall direct recipients to the location of the settlement website, which shall remain active through December 1, 2013.

b. Publication Notice. Not later than _____ after the entry of the present Order, the Claims Administrator shall publish the Publication Notice, which attached to the Settlement Agreement as Exhibit 9, in publications identified in Exhibit 7, which are calculated to reach broad national circulation.

c. Television Notice. Not later than _____ after the entry of the present Order, the Claims Administrator shall place local advertisements on television in the 46 Designated Market Areas most seriously impacted by Imprelis.

d. Mail Notice. Not later than _____ after the entry of the present Order, the Claims Administrator shall mail the Long Form Notices, which is attached to the Settlement Agreement as Exhibits 5 and 6 via First Class Mail to all Settlement Class Members who have submitted their information to the Imprelis Claims Resolution Process.

6. Findings Concerning Class Notice. The Court finds that the foregoing program of Class Notice and the manner of its dissemination is the best practicable notice under the circumstances and is reasonably calculated to apprise Settlement Class Members of the pendency of this Action and their right to object to or exclude themselves from the Settlement Class. The Settlement notices provided to Class Members will be posted on the Internet, broadcast on television, published in nationally recognized news publications, and, to the extent practicable, sent directly to the Settlement Class Members. Accordingly, the Court finds that the Class Notice program is reasonable, that it constitutes due, adequate, and sufficient notice to all persons entitled to receive notice, and that it meets the requirements of due process and Federal Rule of Civil Procedure 23.

7. Approval Of Claims Process And Forms. The Settlement Claims Process together with all applicable forms described in the Settlement Agreement are approved.

8. Exclusion From The Settlement Class.

a. Any Settlement Class Member may opt out of the Settlement by following the “Exclusion” procedure set forth in the Long Form Notice and the Settlement Agreement. All Settlement Class Members who do not opt out in accordance with the terms set

forth in the Settlement Notice and the Settlement Agreement will be bound by all determinations and judgments in the Action.

b. Any Class Member who wishes to opt out of the Class must do so in writing by mailing a request for exclusion to the Claims Administrator. Any such request must be sent to the Claims Administrator and postmarked no later than the Opt-Out Deadline, ninety-five (95) days after the first issuance of Notice. The request to opt out must be signed by the Class Member seeking to opt out and must set out the Class Member's first and last names, valid mailing address and functioning telephone number. Any Class Member who opts out may rescind or revoke such decision by submitting a written revocation to the Claims Administrator. Any such revocation must be postmarked or received by the opt-out deadline.

c. No later than ten (10) days after the Opt-Out Deadline, the Claims Administrator shall file with the Court the names of all Opt-Outs who have submitted a timely request to opt out of the Class.

9. Objections And Appearances.

a. Any Settlement Class Member may object to the fairness, reasonableness, or adequacy of the proposed Settlement, including the proposed Fee and Expense Award. Each Settlement Class Member who wishes to object to any term of this Agreement must do so by filing a written objection with the Clerk of the Court and mailing it to the Parties' respective counsel at the addresses set forth in the Long Form Notice. Any such objection must be filed with the Clerk of the Court and received by the Parties' respective counsel no later than the Objection Filing Deadline set forth in the Settlement Agreement. Any such objection must (a) attach copies of any materials that will be submitted to the Court or presented at the Final Approval hearing; (b) be signed by the Class Member or his/her counsel; (c) aver under penalty

of perjury 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, address and telephone number, and (except in the case of a Class 2 Member objecting) address of the property allegedly impacted by Imprelis®, and (iii) if represented by counsel, such counsel's name, address and telephone number. This Court shall not be obliged to consider any objection that is not provided in accordance with the deadlines and other specifications set forth in the Settlement Notices. Only Settlement Class Members may object to the Settlement Agreement, and Persons who opt out of the Settlement Class may not object to the Settlement Agreement.

b. Class Members who have submitted timely and valid written objections may also appear and be heard at the Fairness Hearing if they wish, but they are not required to do so. As set forth in the Long Form Notice, Class Members who wish to be heard at the hearing shall request permission to do so by letter to the Court, in the manner described in the Long Form Notice.

10. Further Papers In Support Of Settlement And Fee Application. The parties shall file their opening papers in support of final approval of the Settlement, and their Fee and Expense Application fourteen (14) days prior to the Objection Filing Deadline. Any reply papers or other responses the parties wish to file in response to Class Member objections shall be filed with the Court no less than fourteen (14) days after the Objection Filing Deadline.

11. Effect of Failure to Approve the Settlement. In the event the Settlement is not approved by the Court, or for any reason the parties fail to obtain a Final Judgment as contemplated in the Settlement, or the Settlement is terminated pursuant to its terms for any reason, then the following shall apply:

a. All orders and findings entered in connection with the Settlement shall

become null and void and have no further force and effect, shall not be used or referred to for any purposes whatsoever, and shall not be admissible or discoverable in any other proceeding.

b. Nothing contained in this Order is, or may be construed as, any admission or concession by or against DuPont or Plaintiffs on any point of fact or law; and

c. This Agreement and all negotiations, proceedings, documents prepared, and statements made in connection herewith shall be without prejudice to the Parties or the Settlement Class members, including the Defendant's right to assert any and all defenses to class certification, including without limitation the propriety of the class and/or substantive allegations asserted by the putative class, shall not be deemed or construed to be an admission or confession by any Party of any fact, matter or proposition of law, and shall not be used in any matter for any purpose, and all Parties shall stand in the same position as if this Agreement had not been negotiated, made, or filed with the Court.

A modification or reversal on appeal of the resolution of any dispute relating to the claim of anyone claiming to be a Settlement Class Member shall not be deemed a material modification of this Agreement.

12. Stay/Bar Of Other Proceedings. All proceedings in this Action are stayed until further order of the Court, except as may be necessary to implement the terms of the Settlement. Pending final determination of whether the Settlement should be approved, Plaintiffs, all persons in the Settlement Class and persons purporting to act on their behalf are enjoined from commencing or prosecuting (either directly, representatively or in any other capacity) against

any of the Released Parties any action, arbitration or proceeding in any court, arbitration forum or tribunal asserting any of the Released Claims.

IT IS SO ORDERED.

Dated: _____

The Honorable Gene E.K. Pratter

If You Had Unexplained Tree Damage After August 2010

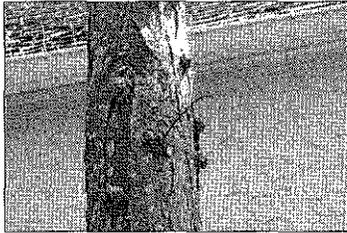
It Could Be From the Weed-Killer Imprelis®

A Settlement May Provide Money and Affect Your Rights

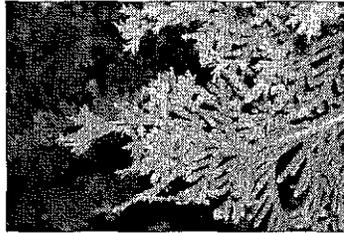
There is a class action settlement with the manufacturer of the weed-killer Imprelis . Imprelis was used by lawn care professionals on residential and commercial properties as well as by golf courses between August 31, 2010, and August 21, 2011, across the country — except California and New York. The lawsuit claims that Imprelis kills and damages trees and other non-target vegetation. Imprelis was removed from the market after reports of damaged and dying trees.



These are just a few types of Imprelis damage. There are more photos at www.TreeDamageSettlement.com.



Honey Locust (Fleshy galls)



Arborvitae (Browning)



Pine (Terminal Bud Swelling/Clubbing)

Who is Included in the Settlement and What Does the Settlement Provide?

The Settlement includes three groups, called “classes.” You are included even if you have already submitted a claim through DuPont’s Imprelis Claims Resolution Process.

Classes	Who is Included	Benefits
Class 1	<u>Property Owners</u> who own or owned property in the U.S.: 1) Where Imprelis was applied; or 2) Adjacent to a property where Imprelis was applied, and whose trees show damage from Imprelis by February 11, 2013.	<u>Compensation for tree damage, including:</u> 1) Tree removal; 2) Cash payments for tree replacement and care; and 3) A limited warranty for any future Imprelis tree damage.
Class 2	<u>Applicators (Lawn Care Professionals)</u> that: 1) Purchased Imprelis or received Imprelis from a purchaser; and 2) Applied Imprelis on property owned by another person or entity in the U.S. as part of their normal business.	<u>Compensation for:</u> 1) Customer site visits, field work, and expenses incurred in investigating and documenting Imprelis damage on customers’ properties prior to September 6, 2011; 2) Refund for returning unused Imprelis ; and 3) Assisting their customers with the Settlement Claims Process, if applicable.
Class 3	<u>Golf Courses and Other Imprelis Self-Applicators</u> that: 1) Purchased Imprelis or received Imprelis from a purchaser; and 2) Applied Imprelis on property in the U.S. that they own or owned.	<u>Compensation for:</u> 1) Tree damage as listed above for Class 1; 2) Time spent and expenses incurred in assessing Imprelis damage; and 3) Refund for returning unused Imprelis .

What are my Legal Rights?

To get information on how to claim benefits from the settlement, visit the website or call the toll free number listed below. To keep your right to sue about Imprelis damage, you must exclude yourself in writing by June 28, 2013. If you ask to be excluded, you cannot get the Settlement benefits. If you stay in the Settlement, you may object to it in writing by August 21, 2013. If you stay in the Settlement, you will be bound by the Court’s orders.

The Court will hold a hearing on September 27, 2013 to consider whether to approve the Settlement and a request by Class Counsel for attorneys’ fees and expenses of up to \$7 million. You or your own lawyer may ask to appear and speak at the hearing at your cost.

If you have Imprelis damage, your rights are affected whether you act or not. Get more information using the contact information below.

IMPRELIS® Settlement Claim Form (Option 1)**Exhibit 10**

This Imprelis® Settlement Claim Form must be completed and postmarked 30 days from the date of this letter.

Your Lawn Care Company ID is:

A. PROPERTY LOCATION:

Address: _____ City: _____

Address Line 2: _____ State, Zip Code: _____

Property Owner:

Business Name (if applicable): _____

Contact First Name: _____ Phone Number: _____

Contact Last Name: _____ Email Address: _____

If the property is jointly owned, please provide information for additional owner below. If more than two owners, please attach additional contact information to the claim form.

Contact First Name: _____ Phone Number: _____

Contact Last Name: _____ Email Address: _____

Did you own this property as of March 1, 2011? Yes No

The primary structure on this property is a: Single family home Other

Please indicate preferred means of contact: Email Phone

If the mailing address of the Property Owner is different from above, please provide mailing address below:

Address: _____ City: _____

Address Line 2: _____ State, Zip Code: _____

B. LAWN CARE COMPANY:

Company: _____ Address: _____

Last Name: _____ Address Line 2: _____

First Name: _____ City: _____

Phone Number: _____ State, Zip Code: _____

Email Address: _____ Tax ID Number: _____

Please indicate preferred means of contact: Email Phone

I have confirmed that the property owner has not retained a lawyer related to this claim Yes

C. IF AN INSURANCE CLAIM HAS BEEN FILED, PROVIDE INFORMATION BELOW:

Insurance Company: _____ Address: _____

Last Name: _____ Address Line 2: _____

First Name: _____ City: _____

Phone Number: _____ State, Zip Code: _____

Email Address: _____ Claim No. (if known): _____

Has the property owner or the lawn care company received payment from an insurance company related to impacted trees listed on Tree Detail Listing (Section D of Claim Form)? Yes or No

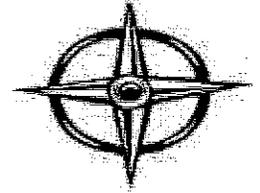
If yes, please detail amount received, and recipient: _____

Property Address: _____

Site Map

To orient map, enter North

Note: Number each tree on map to match Tree Number on Tree Detail Listing.



F. EPA QUESTIONNAIRE:

Property Address: _____

The U.S. Environmental Protection Agency (EPA) has requested that DuPont ask the following questions about this property and impacted trees on this property. Please answer these questions to the best of your ability. If you do not know the answer, indicate "unknown."

* * *

1. When were adverse impacts attributed to Imprelis® first noticed on this property? Date: _____
2. How many applications of Imprelis® occurred on this property before adverse impacts were reported? _____
3. Did irrigation occur on this property after the application of Imprelis®? Yes No Unknown
 - a. If yes, what is the approximate number of gallons of water applied? _____
 - b. If yes, did the irrigation water come from a recovery reservoir or pond? Yes No Unknown
4. Have you conducted any testing for Imprelis® in soil on this property? Yes No Unknown
 - a. If yes, were any Imprelis® residues detected? Yes No Unknown
5. Have you conducted any testing for Imprelis® in plant tissue collected from this property? Yes No Unknown
 - a. If yes, were any Imprelis® residues detected? Yes No Unknown

G. DECLARATION:

Lawn Care Company – I certify that (a) the foregoing is true and correct to the best of my knowledge, information and belief, and (b) Imprelis® was applied during 2011 to the property detailed on this Claim Form.

Date: _____

Name (please print): _____

Signature: _____

Property Owner – I certify that the information I have provided for this Claim Form is true and correct to the best of my knowledge, information and belief.

Date: _____

Name (please print): _____

Signature: _____

H. LAWN CARE COMPANY AND PROPERTY OWNER CONSENT FORM:

Property Address: _____

Lawn Care Professional – I agree to collect accurate information and documentation relating to trees at the above property location, as authorized, and to provide such information and documentation to DuPont for the purpose of assessing property owner’s claims relating to trees believed to have been impacted as a result of an Imprelis® herbicide application. I will only enter onto property owner’s land at mutually agreed upon time(s) for the limited purpose of gathering this information.

Date: _____

Name (please print): _____

Signature: _____

Property Owner – I authorize the Lawn Care Company identified above to collect information relating to trees at the above property location, including details about and photographs of those trees, and to provide such documentation to DuPont for purposes of assessing any claim relating to trees believed to have been impacted as a result of an Imprelis® herbicide application. I will provide the Lawn Care Company with authorization to access my property for purposes of gathering this information at mutually agreed upon time(s). I understand that the Lawn Care Company’s collection and provision of this information to DuPont may directly affect the resolution of my claims through DuPont’s claims process.

Note: You may seek the advice of counsel of your choosing at any time during this process.

Date: _____

Name (please print): _____

Signature: _____

I. CLAIM FORM PACKAGE MATERIALS TO BE SHIPPED:

1. Original completed signed Claim Forms (*ALL PAGES*).
2. A copy of original spray records for this property, if not previously provided to DuPont.
3. Place the CD/SD memory card(s) of tree photos inside the media envelope provided (*See Section D of Claim Form Instructions*). Enter the Property Location ID in the space provided on the envelope. The Property Location ID can be found on the front page of the Claim Form. Each property location should have its own electronic media (*i.e.* please do not combine photos of multiple locations on one SD card or one CD).
4. Site Map(s) (*Section E*).
5. EPA Questionnaire (*Section F*).
6. Executed copy of the Consent Form (*Section H*).
7. It is recommended that you make a copy of all Claim Form package materials including the tree photos.
8. You can ship multiple claims in one package; however you must staple all Claim Form pages and the media envelope together for each claim.

Ship Claim Form Package to Imprelis® Claim Resolution Center:

1. Schedule a UPS Pickup by calling 1-800-PICK-UPS or take to a UPS station.
2. Place all materials inside the UPS shipping envelope, seal the envelope and attach the label that was included in your Claims Form package
3. In the event you have lost the prepaid UPS label, please ship the completed materials via overnight courier to the following address:

Imprelis® Claim Resolution Process
c/o Epiq Systems
757 Third Avenue, 3rd Floor
New York, NY 10017

It is recommended that all materials are sent via traceable means to ensure delivery.

If you do not wish to utilize UPS, please send the Claim Form package materials to the following address:

Imprelis® Claim Resolution Process
c/o Epiq Systems
PO Box 4834, Grand Central Station
New York, NY 10163-4834

IMPRELIS® Settlement Claim Form (Option 2)**Exhibit 11***This Imprelis® Settlement Claim Form must be completed and postmarked 30 days from the date of this letter.***Your Property Location ID is:****Your Lawn Care Company ID is:****A. PROPERTY LOCATION:**

Address: _____ City: _____
 Address Line 2: _____ State, Zip Code: _____

Property Owner:

Business Name (if applicable): _____
 Contact First Name: _____ Phone Number: _____
 Contact Last Name: _____ Email Address: _____

If the property is jointly owned please provide information for additional owner below. If more than two owners, please attach additional contact information to the claim form.

Contact First Name: _____ Phone Number: _____
 Contact Last Name: _____ Email Address: _____

Did you own this property as of March 1, 2011? Yes No

The primary structure on this property is a: Single family home Other

Please indicate preferred means of contact: Email Phone

If the mailing address of the Property Owner is different from above, please provide mailing address below:

Address: _____ City: _____
 Address Line 2: _____ State, Zip Code: _____

B. LAWN CARE COMPANY:

Company: _____ Address: _____
 Last Name: _____ Address Line 2: _____
 First Name: _____ City: _____
 Phone Number: _____ State, Zip Code: _____
 Email Address: _____ Tax ID Number: _____

Please indicate preferred means of contact: Email Phone

I have confirmed that the property owner has not retained a lawyer related to this claim Yes

C. IF AN INSURANCE CLAIM HAS BEEN FILED, PROVIDE INFORMATION BELOW:

Insurance Company: _____ Address: _____
 Last Name: _____ Address Line 2: _____
 First Name: _____ City: _____
 Phone Number: _____ State, Zip Code: _____
 Email Address: _____ Claim No. (if known): _____

Has the property owner received payment from an insurance company related to impacted trees listed on Tree Detail Listing (*Section D of Claim Form*)? Yes or No

If yes, please detail amount received, and recipient:

IL LISTING

on ID:

s	Height (in feet)	Trunk Diameter at chest height (in inches – For Deciduous Trees Only)	Rating (0-5 or X)	Estimated Proximity of Tree to Area Treated with Imprelis® (in feet)*	Is Tree Upslope or Downslope, or Both, to Area Treated with Imprelis®? (Mark U, D or B)*	Was the Tree Mulched with Clippings from Area Treated with Imprelis®? (Y/N)*	If Tree was Removed, Provide the Date and Removal Company Name	Symptoms Evident in New Growth Areas (check all that apply)						Comme (including Evidence of Dis Physical Injury, or Environm have caused)
								Twisted or Drooping Top/Epinasty/Bending/ Drooping or Bending Limbs	Brown or Dead Buds	Umbrella Effect (White Pine, Yew (Taxus) Arborvitae)	Large fleshy galls (Honey Locust trunk or branches or tips of arborvitae)	Extreme Branch Tip or Terminal Bud Swelling	For Deciduous Trees Only Leaf Distortion (cupping or twisting leaves)	

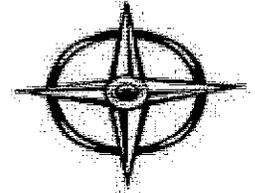
Environmental Protection Agency has requested that DuPont ask these questions about impacted trees. Please answer these questions to the best of your ability. If you do not know the answer, indicate "unknown."

Property Location ID:

Site Map

To orient map, enter North

Note: Number each tree on map to match Tree Number on Tree Detail Listing.



F. EPA QUESTIONNAIRE:

Property Location ID:

The U.S. Environmental Protection Agency (EPA) has requested that DuPont ask the following questions about this property and impacted trees on this property. Please answer these questions to the best of your ability. If you do not know the answer, indicate "unknown."

* * *

1. When were adverse impacts attributed to Imprelis® first noticed on this property? Date: _____
2. How many applications of Imprelis® occurred on this property before adverse impacts were reported? _____
3. Did irrigation occur on this property after the application of Imprelis®? Yes No Unknown
 - a. If yes, what is the approximate number of gallons of water applied? _____
 - b. If yes, did the irrigation water come from a recovery reservoir or pond? Yes No Unknown
4. Have you conducted any testing for Imprelis® in soil on this property? Yes No Unknown
 - a. If yes, were any Imprelis® residues detected? Yes No Unknown
5. Have you conducted any testing for Imprelis® in plant tissue collected from this property? Yes No Unknown
 - a. If yes, were any Imprelis® residues detected? Yes No Unknown

G. DECLARATION:

Property Owner – I certify that the information I have provided for this Claim Form is true and correct to the best of my knowledge, information and belief.

Date: _____

Name (please print): _____

Signature: _____

H. DUPONT REPRESENTATIVE AND PROPERTY OWNER CONSENT FORM:

Property Location ID:

DuPont Representative – I agree to collect accurate information and documentation relating to trees at the above property location, as authorized, and to provide such information and documentation to DuPont for the purpose of assessing property owner's claims relating to trees believed to have been impacted as a result of an Imprelis[®] herbicide application. I will only enter onto property owner's land at mutually agreed upon time(s) for the limited purpose of gathering this information.

Date: _____

Name (please print): _____

Signature: _____

Property Owner – I authorize the DuPont representative identified above to collect information relating to trees at the above property location, including details about and photographs of those trees, and to provide such documentation to DuPont for purposes of assessing any claim relating to trees believed to have been impacted as a result of an Imprelis[®] herbicide application. I will provide the DuPont representative with authorization to access my property for purposes of gathering this information at mutually agreed upon time(s). I understand that the DuPont representative's collection and provision of this information to DuPont may directly affect the resolution of my claims through DuPont's claims process.

Note: You may seek the advice of counsel of your choosing at any time during this process.

Date: _____

Name (please print): _____

Signature: _____

I. CLAIM FORM PACKAGE MATERIALS TO BE SHIPPED:

1. Original completed signed Claim Forms (*ALL PAGES*).
2. A copy of original spray records for this property, if not previously provided to DuPont.
3. Place the CD/SD memory card(s) of tree photos inside the media envelope provided (*See Section D of Claim Form Instructions*). Enter the Property Location ID in the space provided on the envelope. The Property Location ID can be found on the front page of the Claim Form. Each property location should have its own electronic media (*i.e.* please do not combine photos of multiple locations on one SD card or one CD).
4. Site Map(s) (*Section E*).
5. EPA Questionnaire (*Section F*).
6. Executed copy of the Consent Form (*Section H*).
7. It is recommended that you make a copy of all Claim Form package materials including the tree photos.
8. You can ship multiple claims in one package; however you must staple all Claim Form pages and the media envelope together for each claim.

Ship Claim Form Package to Imprelis® Claim Resolution Center:

1. Schedule a UPS Pickup by calling 1-800-PICK-UPS or take to a UPS station.
2. Place all materials inside the UPS shipping envelope, seal the envelope and attach the label that was included in your Claims Form package
3. In the event you have lost the prepaid UPS label, please ship the completed materials via overnight courier to the following address:

Imprelis® Claim Resolution Process
c/o Epiq Systems
757 Third Avenue, 3rd Floor
New York, NY 10017

It is recommended that all materials are sent via traceable means to ensure delivery.

If you do not wish to utilize UPS, please send the Claim Form package materials to the following address:

Imprelis® Claim Resolution Process
c/o Epiq Systems
PO Box 4834, Grand Central Station
New York, NY 10163-4834

This Imprelis® Settlement Claim Form must be completed and postmarked 30 days from the date of this letter.

The Property Location ID is:

A. GOLF COURSE LOCATION:

Golf Course Name: _____
 Address: _____ City: _____
 Address Line 2: _____ State, Zip Code: _____

Contact First Name: _____ Phone Number: _____
 Contact Last Name: _____ Email Address: _____

Mailing address, if different from above:

Address: _____ City: _____
 Address Line 2: _____ State, Zip Code: _____

Please indicate preferred means of contact: Email Phone

I have confirmed that the property owner has not retained a lawyer related to this claim: Yes

B. IF AN INSURANCE CLAIM HAS BEEN FILED, PROVIDE INFORMATION BELOW:

Insurance Company: _____ Address: _____
 Last Name: _____ Address Line 2: _____
 First Name: _____ City: _____
 Phone Number: _____ State, Zip Code: _____
 Email Address: _____ Claim No. (if known): _____

Has the golf course received payment from an insurance company related to impacted trees listed on Tree Detail Listing (*Section C of Claim Form*)? Yes or No

If yes, please detail amount received, and recipient: _____

C. TREE DETAIL LISTING

Page ____ of ____

Property Location ID:

Tree Number	Tree Species	Height (in feet)	Trunk Diameter at chest height (in inches -- For Deciduous Trees Only)	Rating (0-5 or X)	Estimated Proximity of Tree to Area Treated with Imprelis® (in feet)*	Is Tree Upslope or Downslope, or Both, to Area Treated with Imprelis®? (Mark U, D or B)*	Was the Tree Mulched with Clippings from Area Treated with Imprelis®? (Y/N)*	If Tree was Removed, Provide the Date and Removal Company Name	Symptoms Evident in New Growth Areas (check all that apply)						Comments (including Evidence of Disease, Insect Damage, Physical Injury, or Environmental Condition that may have caused damage)
									Twisted or Drooping Top/Epinasty/Bending/Drooping or Beading Limbs	Brown or Dead Buds	Umbrella Effect (White Pine, Yew (Taxus) Arborvitae)	Large fleshy galls (Honey Locust trunk or branches or tips of arborvitae)	Extreme Branch Tip or Terminal Bud Swelling	For Deciduous Trees Only Leaf Distortion (cupping or twisting leaves)	

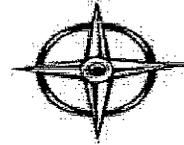
*Note: The U.S. Environmental Protection Agency has requested that DuPont ask these questions about impacted trees. Please answer these questions to the best of your ability. If you do not know the answer, indicate "unknown."

Property Location ID:

Site Map

Note: Number each tree on map to match Tree Number on Tree Detail Listing.

To orient map, enter North



E. EPA QUESTIONNAIRE:

Property Location ID:

The U.S. Environmental Protection Agency (EPA) has requested that DuPont ask the following questions about this property and trees on this property. Please answer these questions to the best of your ability. If you do not know the answer, indicate "unknown."

* * *

1. When were adverse impacts attributed to Imprelis first noticed on this property? Date: _____
2. How many applications of Imprelis occurred on this property before adverse impacts were reported? _____
3. Did irrigation occur on this property after the application of Imprelis ? Yes No Unknown
 - a. If yes, what is the approximate number of gallons of water applied? _____
 - b. If yes, did the irrigation water come from a recovery reservoir or pond? Yes No Unknown
4. Have you conducted any testing for Imprelis in soil on this property? Yes No Unknown
 - a. If yes, were any Imprelis residues detected? Yes No Unknown
5. Have you conducted any testing for Imprelis in plant tissue collected from this property? Yes No Unknown
 - a. If yes, were any Imprelis residues detected? Yes No Unknown

F. DECLARATION:

Golf Course Professional – I certify that (a) the information I have provided for this Claim Form is true and correct to the best of my knowledge, information and belief, and (b) Imprelis® was applied during 2011 to the property detailed on this Claim Form.

Date: _____

Name (please print): _____

Signature: _____

Title: _____

G. DUPONT REPRESENTATIVE AND GOLF COURSE CONSENT FORM:

Property Location ID: _____

DuPont Representative – I agree to collect accurate information and documentation relating to trees at the above property location, as authorized, and to provide such information and documentation to DuPont for the purpose of assessing property owner's claims relating to trees believed to have been impacted as a result of an Imprelis[®] herbicide application. I will only enter onto property owner's land at mutually agreed upon time(s).

Date: _____

Name (please print): _____

Signature: _____

Golf Course Professional – I authorize the DuPont representative to collect information relating to trees at the above property location, including details about and photographs of those trees, and to provide such documentation for purposes of assessing any claim relating to trees believed to have been impacted as a result of an Imprelis[®] herbicide application. I will provide the DuPont representative with authorization to access my property for purposes of gathering this information at mutually agreed upon time(s). I understand that collection and provision of this information to DuPont may directly affect the resolution of my claims through DuPont's claims process.

Note: You may seek the advice of counsel of your choosing at any time during this process.

Date: _____

Name (please print): _____

Signature: _____

Title: _____

H. CLAIM FORM PACKAGE MATERIALS TO BE SHIPPED:

1. Original completed signed Claim Forms (*ALL PAGES*).
2. A copy of original spray records for this property, if not previously provided to DuPont.
3. Place the CD/SD memory card(s) of tree photos inside the media envelope provided (*See Section C of Claim Form Instructions*). Enter the Property Location ID in the space provided on the envelope. The Property Location ID can be found on the front page of the Claim Form. Each property location should have its own electronic media (*i.e.* please do not combine photos of multiple locations on one SD card or one CD).
4. Site Map(s) (*Section D*).
5. EPA Questionnaire (*Section E*).
6. Executed copy of the Consent Form (*Section G*).
7. It is recommended that you make a copy of all Claim Form package materials including the tree photos.
8. You can ship multiple claims in one package, however you must staple all Claim Form pages and the media envelope together for each claim.

Ship Claim Form Package to Imprelis® Claim Resolution Center:

1. Schedule a UPS Pickup by calling 1-800-PICK-UPS or take to a UPS station.
2. Place all materials inside the UPS shipping envelope, seal the envelope and attach the label that was included in your Claim Form package.
3. In the event you have lost the prepaid UPS label, please ship the completed materials via overnight courier to the following address:

Imprelis® Claim Resolution Process
c/o Epiq Systems
757 Third Avenue, 3rd Floor
New York, NY 10017

It is recommended that all materials are sent via traceable means to ensure delivery.

If you do not wish to utilize UPS, please send the Claim Form package materials to the following address:

Imprelis® Claim Resolution Process
c/o Epiq Systems
PO Box 4834, Grand Central Station
New York, NY 10163-4834

This Imprelis® Settlement Claim Form must be completed and postmarked within 30 days of the date of this letter.

The Property Location ID is:

I have confirmed that the property owner has not retained a lawyer related to this claim: Yes

A. PROPERTY LOCATION:

Address: _____ City: _____
Address Line 2: _____ State, Zip Code: _____

Property Owner:

Business Name (if applicable): _____
Contact First Name: _____ Phone Number: _____
Contact Last Name: _____ Email Address: _____

If the property is jointly owned please provide information for additional owner below. If more than two owners, please attach additional contact information to the claim form.

Contact First Name: _____ Phone Number: _____
Contact Last Name: _____ Email Address: _____

Did you own this property as of March 1, 2011? Yes No

The primary structure on this property is a: Single family home Other

Please indicate preferred means of contact: Email Phone

If the mailing address of the Property Owner is different from above, please provide mailing address below:

Address: _____ City: _____
Address Line 2: _____ State, Zip Code: _____

B. IMPRELIS® APPLICATOR INFORMATION

Company (if applicable): _____ Address: _____
Last Name: _____ Address Line 2: _____
First Name: _____ City: _____
Phone Number: _____ State, Zip Code: _____
Email Address: _____

C. IF AN INSURANCE CLAIM HAS BEEN FILED, PROVIDE INFORMATION BELOW:

Insurance Company: _____ Address: _____
Last Name: _____ Address Line 2: _____
First Name: _____ City: _____
Phone Number: _____ State, Zip Code: _____
Email Address: _____ Claim No. (if known): _____

Has the property owner received payment from an insurance company related to impacted trees listed on Tree Detail Listing (Section C of Claim Form)? Yes or No

If yes, please detail amount received, and recipient:

Property Location ID:**D. IMPRELIS® APPLICATION INFORMATION**

Please identify who purchased Imprelis® to be applied to the property: _____

Please identify the date(s) on which Imprelis® was applied to the property: _____

Please identify the rate at which Imprelis® was applied to the property: _____

If known, please identify how and from whom the Imprelis® applicator obtained the Imprelis®: _____

If known, please identify the quantity of Imprelis® the Imprelis® applicator purchased: _____

Are Imprelis® purchase record(s) available? Yes No
If yes, please submit Imprelis® purchase record(s).

Was the Imprelis® applicator a professionally licensed applicator? Yes No

E. EPA QUESTIONNAIRE:

The U.S. Environmental Protection Agency (EPA) has requested that DuPont ask the following questions about this property and trees on this property. Please answer these questions to the best of your ability. If you do not know the answer, indicate "unknown."

* * *

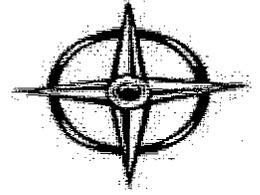
1. When were adverse impacts attributed to Imprelis® first noticed on this property? Date: _____
2. How many applications of Imprelis® occurred on this property before adverse impacts were reported? _____
3. Did irrigation occur on this property after the application of Imprelis®? Yes No Unknown
 - a. If yes, what is the approximate number of gallons of water applied? _____
 - b. If yes, did the irrigation water come from a recovery reservoir or pond? Yes No Unknown
4. Have you conducted any testing for Imprelis® in soil on this property? Yes No Unknown
 - a. If yes, were any Imprelis® residues detected? Yes No Unknown
5. Have you conducted any testing for Imprelis® in plant tissue collected from this property? Yes No Unknown
 - a. If yes, were any Imprelis® residues detected? Yes No Unknown

Property Location ID:

Site Map

To orient map, enter North

Note: Number each tree on map to match Tree Number on Tree Detail Listing.



Property Location ID:

H. DECLARATION:

Property Representative – I certify that (a) the information I have provided for this Claim Form is true and correct to the best of my knowledge, information and belief, and (b) Imprelis was applied during 2011 to the property detailed on this Claim Form.

Date: _____

Name (please print): _____

Signature: _____

Title: _____

Property Location ID:

**I. DUPONT REPRESENTATIVE AND PROFESSIONAL/PROPERTY REPRESENTATIVE
CONSENT FORM:**

DuPont Representative – I agree to collect accurate information and documentation relating to trees at the above property location, as authorized, and to provide such information and documentation to DuPont for the purpose of assessing property owner’s claims relating to trees believed to have been impacted as a result of an Imprelis® herbicide application. I will only enter onto property owner’s land at mutually agreed upon time(s).

Date: _____

Name (please print): _____

Signature: _____

Property Representative – I authorize the DuPont representative to collect information relating to trees at the above property location, including details about and photographs of those trees, and to provide such documentation for purposes of assessing any claim relating to trees believed to have been impacted as a result of an Imprelis® herbicide application. I will provide the DuPont representative with authorization to access my property for purposes of gathering this information at mutually agreed upon time(s). I understand that collection and provision of this information to DuPont may directly affect the resolution of my claims through DuPont’s claims process.

Note: You may seek the advice of counsel of your choosing at any time during this process.

Date: _____

Name (please print): _____

Signature: _____

Title: _____

J. CLAIM FORM PACKAGE MATERIALS TO BE SHIPPED:

1. Original completed signed Claim Forms (*ALL PAGES*).
2. A copy of documentation confirming use of Imprelis[®], including purchase records, invoices.
3. Place the CD/SD memory card(s) of tree photos inside the media envelope provided (*See Claim Form Instructions*). Enter the Property Location ID in the space provided on the envelope. The Property Location ID can be found on the front page of the Claim Form. Each property location should have its own electronic media (*i.e.* please do not combine photos of multiple locations on one SD card or one CD).
4. Site Map(s) (*Section G*).
5. EPA Questionnaire (*Section E*).
6. Executed copy of the Consent Form (*Section I*).
7. It is recommended that you make a copy of all Claim Form package materials including the tree photos.
8. You can ship multiple claims in one package, however you must staple all Claim Form pages and the media envelope together for each claim.

Ship Claim Form Package to Imprelis[®] Claim Resolution Center:

1. Schedule a UPS Pickup by calling 1-800-PICK-UPS or take to a UPS station.
2. Place all materials inside the UPS shipping envelope, seal the envelope and attach the label that was included in your Claim Form package.
3. In the event you have lost the prepaid UPS label, please ship the completed materials via overnight courier to the following address:

Imprelis[®] Claim Resolution Process
c/o Epiq Systems
757 Third Avenue, 3rd Floor
New York, NY 10017

It is recommended that all materials are sent via traceable means to ensure delivery.

If you do not wish to utilize UPS, please send the Claim Form package materials to the following address:

Imprelis[®] Claim Resolution Process
c/o Epiq Systems
PO Box 4834, Grand Central Station
New York, NY 10163-4834

Tree care or removal will be determined based on the Tree Rating and the below schedule, in conjunction with the terms set forth in the Settlement Agreement:

Tree Rating	Evergreen or Coniferous Trees	Deciduous Trees	Ornamental Bushes, Plants and Flowers
0	No action	No action	No action
1	Tree care	Tree care	No action
2	Tree care	Tree care	No action
3	Removal	Tree care	No action
4	Removal	Tree care	No action
5	Removal	Removal	No action
X	No action	No action	No action

Note:

Trees have been classified as follows, but this list is not intended to be exhaustive:

Tree Name	Type
Acer Rubrum (red maple)	Deciduous
American Yellowwood	Deciduous
Apple	Deciduous
Arborvitae	Evergreen
Arborvitae Chinese	Evergreen
Arborvitae Weeping	Evergreen
Arborvitae DeGroot's Spire	Evergreen
Arborvitae Emerald	Evergreen
Ash	Deciduous
Ash Mountain	Deciduous
Ash White	Deciduous
Aspen	Deciduous
Aspen Quaking	Deciduous
Astilbe	Ornamental Plant
Azalea	Ornamental Woody Shrub
Barberry	Ornamental Woody Shrub
Barberry Yellow	Ornamental Woody Shrub
Beech	Deciduous
Birch	Deciduous
Birch Champion Weeping European	Deciduous
Birch River	Deciduous
Birch White	Deciduous
Blackberries	Ornamental Plant
Box Elder	Deciduous
Boxwood	Ornamental Woody Shrub

Buckeye	Deciduous
Buckthorn	Ornamental Woody Shrub
Burning Bush	Ornamental Woody Shrub
Butterfly Bush	Ornamental Woody Shrub
Catalpa	Deciduous
Cedar	Evergreen
Cedar Blue Atlas	Evergreen
Cedar Deodar	Evergreen
Cedar Red	Evergreen
Cedar Weeping	Evergreen
Chamaecyparis	Evergreen
Cherry	Deciduous
Cherry Canada Red	Deciduous
Cherry Weeping	Deciduous
Cherry Flowering	Deciduous
Chestnut	Deciduous
Clematis	Ornamental Woody Shrub
Composite	Ornamental Plant
Conifer	Evergreen
Cottonwood	Deciduous
Cottonwood Eastern	Deciduous
Crabapple	Deciduous
Cryptomeria	Evergreen
Cup Plant	Ornamental Plant
Cypress Bald	Deciduous
Cypress Golden	Deciduous
Cypress Leyland	Evergreen
Cypress (evergreen assumed, Pat M)	Evergreen
Cypress Pond	Deciduous
Daisy	Ornamental Plant
dasp	not found
Deodar	Evergreen
Dogwood	Deciduous
Dogwood Flowering	Deciduous
Dogwood Kousa	Deciduous
Dogwood Red Twig	Deciduous
Elm	Deciduous
Elm spp	Deciduous
Elm Hybrid	Deciduous
Euonymus	Ornamental Woody Shrub
Euonymus Alatus	Ornamental Woody Shrub
Evergreen	Evergreen
Fir	Evergreen
Fir Balsam	Evergreen
Fir Boznian	Evergreen
Fir Carolina	Evergreen
Fir Concolor	Evergreen

Fir Douglas	Evergreen
Fir Fraser	Evergreen
Fir Noble	Evergreen
Fir White	Evergreen
Fir Weeping White	Evergreen
Flower	Ornamental Plant
Flowers in bed	Ornamental Plant
Forsenthia	Ornamental Woody Shrub
Forsythia	Ornamental Woody Shrub
Generic Deciduous	Deciduous
Ginkgo	Deciduous
Globe Arbor (Globe Arborvitas)	Ornamental Woody Shrub
Golden Raintree	Deciduous
Grape on Trellis	Ornamental Plant
Grapevines	Ornamental Plant
Gum Black	Deciduous
Gum Sweet	Deciduous
Hackberry	Deciduous
Hawthorne Japanese	Ornamental Woody Shrub
Hazel European	Ornamental Woody Shrub
Hazelnut	Deciduous
Hemlock	Evergreen
Hemlock Canadian	Evergreen
Hemlock Eastern	Evergreen
Hemlock White	Evergreen
Heuchera	Ornamental Plant
Hickory	Deciduous
Holly	Evergreen
Honeysuckle	Ornamental Plant
Hosta	Ornamental Plant
Huckleberry	Deciduous
Hydrangea	Ornamental Woody Shrub
Hydrangea Big Leaf	Ornamental Woody Shrub
Itea	Ornamental Woody Shrub
J. Beetles	not found
Juniper	Evergreen
Juniper Blue Ray	Evergreen
Juniper Sky Rocket	Evergreen
Katsura	Deciduous
Larch	Deciduous
Laurel Cherry	Deciduous
Ligustrum	Ornamental Woody Shrub
Lilac Japanese	Evergreen
Lilac Japanese Tree	Evergreen
Lilac Little Leaf	Ornamental Plant
Lilac Miss Kim	Ornamental Plant
Lilac Topiary	Evergreen

Lilac Tree	Evergreen
Lilac (many plant species, one is a tree)	Ornamental Plant
Lilac Common	Ornamental Woody Shrub
Lillies	Ornamental Plant
Linden	Deciduous
Locust	Deciduous
Locust Honey	Deciduous
Locust Skyline (GLEDITSIA TRIACANTHOS)	Deciduous
Locust Thornless Honey	Deciduous
Magnolia	Evergreen
Magnolia Southern	Evergreen
Magnolia Star	Evergreen
Magnolia Sweet Bay	Evergreen
Magnolia Yellow Bird	Evergreen
Magnolia Brakens	Evergreen
Maple	Deciduous
Maple Crimson King	Deciduous
Maple Japanese	Deciduous
Maple N.	Deciduous
Maple Norway	Deciduous
Maple Paper Bark	Deciduous
Maple Red	Deciduous
Maple Sugar	Deciduous
Maple Trident	Deciduous
Maple Amur	Deciduous
Maple Autumn Blaze	Deciduous
Maple Silver	Deciduous
Mimosa	Deciduous
Mock Orange Bush	Deciduous
Mulberry	Deciduous
Mulberry Weeping	Deciduous
Myrtle Crape (borderline tree)	Deciduous
Nandina	Ornamental Woody Shrub
Norway (assume spruce)	Evergreen
Norway Ornamental Woody Shrub	Ornamental Woody Shrub
Oak	Deciduous
Oak Bur	Deciduous
Oak Pin	Deciduous
Oak White	Deciduous
Oak Red	Deciduous
Other	Ornamental Plant
P. Nigra	Evergreen
Paulownia	Deciduous
Paulownia Royal	Deciduous
Pea Siberian	Ornamental Plant
Peach	Deciduous
Pear	Deciduous

Pear Callery	Deciduous
Pear Cleveland	Deciduous
Pear Bradford	Deciduous
Pecan Carya Illinoensis	Deciduous
Peony	Ornamental Plant
Perennial	Ornamental Plant
Persimmon	Deciduous
Peve Minaret (Bald Cypress, decidous conifer)	Deciduous
Pine	Evergreen
Pine Austrian	Evergreen
Pine Black	Evergreen
Pine Contorted White	Evergreen
Pine Eastern White	Evergreen
Pine Japanese	Evergreen
Pine Japanese White	Evergreen
Pine Korean	Evergreen
Pine Long Needle	Evergreen
Pine Mugo	Evergreen
Pine Norway	Evergreen
Pine Oriental	Evergreen
Pine Ponderosa	Evergreen
Pine Red	Evergreen
Pine Red Austrian	Evergreen
Pine Scotch	Evergreen
Pine Scots	Evergreen
Pine Van Hoteri	Evergreen
Pine Vander Wolf	Evergreen
Pine Virginia	Evergreen
Pine Weeping	Evergreen
Pine White	Evergreen
Pine White Mountain	Evergreen
Pine Globe	Evergreen
Pine Limber	Evergreen
Pine Varigated (Pinus densiflora (Oculus-draconis))	Evergreen
Plane London	Deciduous
Plants in bed	Ornamental Plant
Plum	Deciduous
Plum Purple Leaf	Deciduous
Poplar	Deciduous
Poplar Columnar Tulip	Deciduous
Poplar Tulip	Deciduous
Populus	Deciduous
Privet	Ornamental Woody Shrub
Privet Ornamental Woody Shrubs	Ornamental Woody Shrub
Privet Variety 1	Ornamental Woody Shrub
Privet Variety 2	Ornamental Woody Shrub

Quince	Ornamental Woody Shrub
Redbud	Deciduous
Redbud Dawn	Deciduous
Redwood	Evergreen
Redwood Dawn	Deciduous
Rose Bush	Ornamental Woody Shrub
Rose of Sharon	Ornamental Woody Shrub
Salix Alba	Deciduous
Serviceberry	Ornamental Woody Shrub
SM	not found
Smoke Tree (Small tree) (<i>Cotinus coggygia</i>)	Deciduous
Spirea	Ornamental Plant
Spirea Virginia Sweet	Ornamental Plant
Spirea Van Houtte	Ornamental Plant
Spruce	Evergreen
Spruce Alberta	Evergreen
Spruce Bird's Nest	Evergreen
Spruce Black Hills	Evergreen
Spruce Colorado Blue	Evergreen
Spruce Dwarf Blue	Evergreen
Spruce Norway	Evergreen
Spruce Norway Ornamental Woody Shrub	Evergreen
Spruce Norway Dwarf	Evergreen
Spruce Norway Weeping	Evergreen
Spruce Oriental	Evergreen
Spruce Serbian	Evergreen
Spruce Weeping	Evergreen
Spruce White	Evergreen
Spruce Albervitae	Evergreen
Spruce Globe Blue	Evergreen
Sumac Fragrant	Ornamental Woody Shrub
Sweetspire	Ornamental Plant
Sycamore	Deciduous
Tamarack	Deciduous
Taxus	Evergreen
Taxus spp	Evergreen
Tomato Plant	Ornamental Plant
Tri Color Birch	Deciduous
Tulip Tree	Deciduous
Variiegated (likely variegated evergreen)	Evergreen
Viburnum	Ornamental Woody Shrub
Viburnum (Leatherleaf)	Ornamental Woody Shrub
Viburnum Cranberry	Ornamental Woody Shrub
Walnut	Deciduous
Weeping Norway (assume spruce)	Evergreen
Wigelia (Weigela)	Ornamental Woody Shrub
Willow	Deciduous

Willow Corkscrew	Deciduous
Willow Dappled	Deciduous
Willow Variegated Grafted	Deciduous
Willow Weeping	Deciduous
Willow (Salix Nigra)	Deciduous
Willow Shrub	Ornamental Woody Shrub
Willow Golden (Salix Alba)	Deciduous
Willow White (Salix Alba)	Deciduous
Yellow Wood	Deciduous
Yew	Evergreen
Yew Capitata	Evergreen
Yew Dens	Evergreen
Yew (Taxus)	Evergreen
Yew (Taxus) Japanese	Evergreen
Yew (Taxus) Weeping	Evergreen
Yew Hedge	Ornamental Woody Shrub
Yew Upright	Ornamental Woody Shrub
Yew Densiforma	Ornamental Woody Shrub
Zelkova	Ornamental Plant

**Exhibit 15
Payment Schedule for Qualified Trees**

Replacement Trees

1' H	2-4' H	5-6' H	7-8' H	9-10' H	11-12' H	13-14' H	15-16' H	17-18' H	19-20' H
\$ 30	\$ 90	\$ 230	\$ 360	\$ 520	\$ 650	\$ 930	\$ 1,000	\$ 1,120	\$ 1,910

Cost for trees up to 20' represent market value / cost to replace / payout value Dupont will pay for trees damaged by Imprelis.

21-22' H	23-24' H	25-26' H	27-28' H	29-30' H	31-32' H	33-34' H	35-36' H	37-38' H	39-40' H	41-45' H
\$ 2,500	\$ 3,000	\$ 3,500	\$ 4,000	\$ 4,500	\$ 5,000	\$ 5,500	\$ 6,000	\$ 6,500	\$ 7,000	\$ 8,000

46-50' H	51-55' H	56-60' H	61-65' H	66-70' H	71-75' H	76-80' H	81-85' H	86-90' H	91-95' H	96-100' H
\$ 9,000	\$ 10,000	\$ 11,000	\$ 12,000	\$ 13,000	\$ 14,000	\$ 15,000	\$ 16,000	\$ 17,000	\$ 18,000	\$ 19,000

Cost for trees 21'-100' represent the payout value Dupont will pay for trees damaged by Imprelis.

Replacement and Warranty Definitions

1. Installation costs include locating, hand tagging and procuring trees at nurseries, shipping, unloading, storage, and maintenance of material prior to installation on site at a centralized holding facility.
2. Installation costs also include: loading, transport and unloading of material to the affected site, the labor necessary to excavate and prepare the planting area, move and set the new tree(s) so that the root collar is .5-1" above grade and properly backfill planting area ensuring that soil is properly compacted to eliminate large air gaps, the planting hole has had its sides scarified to avoid glazing, wire baskets and burlap have been removed from the top 4-6" of the root ball, any containerized plant material has had circling compacted roots pruned, excess soil from installation is to be removed from site and disposed of.
3. Cost also includes mulching of newly installed material, re-establishment of bed lines, the initial watering and staking and or guying where necessary.
4. All plants being replaced in this remediation plan will have a guarantee for equal replacement for a period of two years after replacement date. The guarantee does not cover damages caused by issues such as under-watering, over-watering, insects, excessive winds, etc.
5. Plant maintenance is the responsibility of the LCO and/or homeowner.



DuPont Imprelis® Claims Resolution Process

[DATE]

[TREE REPLACEMENT COMPANY NAME]

[CONTACT NAME]

[ADDRESS]

[CITY, STATE ZIP CODE]

Re: IMPRELIS® Qualified Tree Providers

Dear Tree Company:

As per our previous telephone discussion, we would like to include your tree planting business on our **Qualified Tree Provider List**. To be included on that list, please sign and return the attached Qualified Tree Replacement Company Agreement and Terms to DuPont in the enclosed envelope within 10 working days. Once the signed agreement is returned, your company will be included on the published list. This listing does not, however, obligate you to perform any tree replacement services.

DuPont will not be involved in any tree replacement work; all contracts for tree replacement services will be between the property owner and the tree replacement company they choose. Property owners will determine whether to engage a qualified tree provider to replant a tree and will select whom to engage to conduct those services.

DuPont is also seeking qualified tree removers for a separate **Tree Remover List** related to the Imprelis® Claims Resolution Process. If you also can provide tree removal services, please indicate that below and we will include your business on that list.

If you have questions, please contact Jerry Quinn at (302) 559-3440.

Sincerely,

A handwritten signature in black ink, appearing to read "C. Steven Williams", written in a cursive style.

C. Steven Williams
Manager, Claims Resolution
E.I. du Pont de Nemours and Company

I would like to be included on DuPont's Tree Remover List related to the Imprelis® Claims Resolution Process.

Encl.: Qualified Tree Replacement Company Agreement and Terms with Attachments



Guidelines for Removal, Planting and Disposal of Trees on Properties That Have Been Treated with Imprelis® Herbicide

If a property was treated with labeled use rates of Imprelis on or before July 15, 2011 trees may be replanted beginning in the Spring of 2012 using the following guidelines.

REMOVAL AND PLANTING

- The property owner is responsible for ensuring compliance with all laws, regulations and other applicable restrictions, including those governing excavation and utilities, removal of trees, protection of workers, and disposal of tree and soil material.
- DuPont recommends that all plant materials used to replace damaged trees conform to the current standards for nursery stock as published by The American Nursery and Landscape Association (ANSI Standard Z60.1) and should be selected from nurseries that have been inspected by state agencies.
- DuPont also recommends that planting practices conform to recognized standards addressing the size and shape of the pit, placement and handling of the plant, backfill, mulching, and staking. Those practices can be obtained from your local nursery, extension agency, or arborist service.
- The replacement tree should be watered according to nursery recommendations.
- The property owner should ensure adherence to best management practices consistent with the geographic area in which it or its tree remover is performing this work, taking into account any unique environmental and climate conditions, and any state, regional or local ordinances.

DISPOSAL OF MATERIAL

- DuPont recommends disposal of tree materials in solid waste landfills, where landfills will accept such waste.
- No tree debris should be left on site.
- The Imprelis label prohibits the use of clippings for mulch or compost. Under no circumstances should tree material be used for mulch or compost or disposed of in facilities that would turn it into compost or mulch (e.g., recycling).
- Trees that are cut down may be used for lumber, firewood, or to fuel various wood burning processes if such usage is otherwise consistent with state, regional and local regulations. Open burning is also an alternative if approved under local regulations.

**ATTACHMENT B:
REPLACEMENT TREE PRICING SCHEDULE**

Replacement Tree Height	2-4' H	5-6' H	7-8' H	9-10' H	11-12' H	13-14' H	15-16' H	17-18' H	19-20' H
Replacement Price	\$ 90	\$ 230	\$ 360	\$ 480	\$ 620	\$ 920	\$ 990	\$ 1,100	\$ 1,800

Qualified Tree Replacement Company Agreement and Terms

The undersigned Qualified Tree Replacement company, _____ (“Qualified Tree Replacer”), for good and valuable consideration received, and E.I. du Pont de Nemours and Company (“DuPont”), hereby agree to the following terms for the replacement of trees located on properties where Imprelis® herbicide was applied.

1. Qualified Tree Replacer List. DuPont will include Qualified Tree Replacer on its Qualified Tree Provider List, published to identify tree replacement companies that property owners participating in DuPont’s Imprelis® Claims Resolution Process may hire to provide tree replacement services. Qualified Tree Replacer’s inclusion on the Qualified Tree Provider List does not obligate it to perform any tree replacement services. DuPont does not guarantee that a Qualified Tree Replacer included on the Qualified Tree Provider List will be hired by a property owner for tree replacement services.

2. Tree Replacement Requirements. If hired for tree replacement services by a property owner, Qualified Tree Replacer agrees to perform that work according to the following terms.

- a. *Tree Replacement Guidelines* – Qualified Tree Replacer will replace any and all trees according to the specifications set forth in DuPont’s Tree Replacement Guidelines, attached hereto as Attachment A.
- b. *Pricing Structure* – Qualified Tree Replacer will replace trees at the costs specified in DuPont’s Tree Pricing Schedule, attached hereto as Attachment B.
- c. *Limited Warranty* – Qualified Tree Replacer will provide a two-year replacement guarantee for each replacement tree from the date that the tree is replanted. Qualified Tree Replacer will plant replacement trees in a workmanlike manner according to standard industry practice. Qualified Tree Replacer will replace any tree that does not survive the period extending two years from the date of planting by a tree of the same or similar value. A new guarantee will not attach to any replacement tree planted within the two year warranty period.

The warranty excludes any damage to a tree outside of Qualified Tree Replacer’s control, and specifically excludes any tree damage resulting from acts of nature such as severe weather conditions, wind, hail, low temperature, drought, flooding, or storm damage; damage caused by humans or animals, including mowing, plowing, digging; damage caused by insects or disease; or damage attributable to an Owner’s failure to properly care for a replacement tree, such as improper watering, pruning, and fertilization. The warranty excludes any tree damage relating to Imprelis®.

- d. *Quality of Work* – Qualified Tree Replacer will perform tree replacement services according to the highest professional standards, taking into consideration any unique environmental and climate conditions in the geographic area in which it is performing this work. Qualified Tree Replacer will only employ qualified personnel in performing this work.

- e. *Permits & Licenses and Compliance with Laws* – Qualified Tree Replacer shall obtain any and all licenses and permits required by applicable state or local laws or regulations to legally perform the work described herein and in Attachment A. Qualified Tree Replacer will maintain the appropriate licenses and permits until its work is completed. Qualified Tree Replacer is responsible for compliance with all laws, regulations, and other applicable restrictions, including those governing excavation and utilities, protection of workers, tree planting and replacement, and disposal of any tree and soil material.

3. Compensation. DuPont will not compensate Qualified Tree Replacer for any tree replacement service provided to a property owner. It is the responsibility of the property owner to compensate Qualified Tree Replacer for tree replacement work.

4. Insurance. Qualified Tree Replacer shall carry and maintain in force appropriate and adequate insurance coverage for the duration of the work done as described herein, on policy forms and with insurance companies authorized to do business in the jurisdiction where the work is performed. Qualified Tree Replacer's insurance coverage shall include the following insurance at the indicated minimum coverage limits or such higher limits as provided under insurance currently held by Qualified Tree Replacer as of the date of this agreement, whichever is greater:

- a. *Workers' Compensation* – in accordance with all applicable statutory and legal requirements; Employers' Liability, if applicable - \$500,000 per accident / per employee; and such other insurance as may be required by law. This policy shall include a waiver of subrogation to DuPont.
- b. *Commercial General Liability* (Occurrence Form), including Contractual Liability and Liability for Products and Completed Operations, in a combined limit for Bodily Injury and Property Damage - \$1,000,000 per occurrence. This policy shall name DuPont as an additional insured.
- c. *Business Automobile Liability*, for all licensed vehicles, in a combined single limit for Bodily Injury and Property Damage - \$1,000,000 per occurrence. If Qualified Tree Replacer operates licensed vehicles owned or leased by DuPont, the Qualified Tree Replacer's insurance policy shall be the primary insurance coverage.
- d. Other insurance appropriate for Qualified Tree Replacer's business or as required by law.

5. Subcontractors. Qualified Tree Replacer will not hire subcontractors to perform the tree replacement work described herein.

6. Non-solicitation. Qualified Tree Replacer will not solicit any business from any property owner, homeowner, or occupant of the property on which the tree replacement services are performed that is not an existing customer of Qualified Tree Replacer. Qualified Tree Replacer will not attempt to divert or convert business from any other lawn care professional from the property owner, homeowner, or occupant of any property on which the tree replacement work is done. Qualified Tree Replacer will instruct its employees and agents to comply with these non-solicitation requirements.

E.I. du Pont de Nemours and Company

Qualified Tree Replacer



C. Steven Williams
Manager, Claims Resolution

Signature

Printed Name

Title

Date

**Exhibit 17
Tree Removal Cost Schedule**

Generic Evergreen Trees

Very Small Generic Evergreen (Up to 15')	Travel/Set Up \$ 150	1 Tree	2 Trees	3 Trees	4 Trees	5 Trees	6 Trees	7 Trees	8 Trees	9 Trees	10 Trees	11 Trees	12 Trees	13-20 Trees	21 Trees	22 Trees	
		\$ 150	\$ 300	\$ 450	\$ 600	\$ 750	\$ 900	\$ 1,050	\$ 1,200	\$ 1,350	\$ 1,500	\$ 1,650	\$ 1,800	\$ 2,000*	\$ 2,150	\$ 2,300	
		23 Trees	24 Trees	25 Trees	26 Trees	27 Trees	28 Trees	29 Trees	30 Trees	31 Trees	32 Trees	33-40 Trees	41-52 Trees	53-60 Trees	61-72 Trees	73-80 Trees	
		\$ 2,450	\$ 2,600	\$ 2,750	\$ 2,900	\$ 3,050	\$ 3,200	\$ 3,350	\$ 3,500	\$ 3,650	\$ 3,800	\$ 4,000*	\$4,000*+ITRC**	\$ 6,000*	\$6,000*+ITRC**	\$ 8,000*	
Small Generic Evergreen (16' to 25')	Travel/Set Up See Below	1 Tree	2 Trees	3 Trees	4 Trees	5-8 Trees	9 Trees	10 Trees	11 Trees	12 Trees	13 Trees	14-16 Trees	17 Trees	18 Trees	19 Trees	20 Trees	
		\$ 450	\$ 900	\$ 1,350	\$ 1,800	\$ 2,500*	\$ 2,950	\$ 3,400	\$ 3,850	\$ 4,300	\$ 4,750	\$ 5,000*	\$ 5,450	\$ 5,900	\$ 6,350	\$ 6,800	
		21 Trees	22-24 Trees	25-29 Trees	30-32 Tree	33-37 Trees	38-40 Tree										
		\$ 7,250	\$ 7,500*	\$7,600*+ITRC**	\$ 10,000 *	\$10,000*+ITRC**	\$ 12,500 *										
Medium Generic Evergreen (26' to 50')	Travel/Set Up See Below	1 Tree	2 Trees	3 Trees	4 Trees	5 Trees	6 Trees	7 Trees	8 Trees	9 Trees	10 Trees						
		\$ 750	\$ 1,500	\$ 2,250	\$ 3,000	\$ 3,750	\$ 4,500	\$ 5,250	\$ 6,000	\$ 6,750	\$ 7,500						
Large Generic Evergreen (51' and over)	Travel/Set Up See Below	1 Tree	2 Trees	3 Trees	4 Trees	5 Trees	6 Trees	7 Trees	8 Trees	9 Trees	10 Trees						
		\$ 1,200	\$ 2,400	\$ 3,600	\$ 4,800	\$ 6,000	\$ 7,200	\$ 8,400	\$ 9,600	\$ 10,800	\$ 12,000						

* Denotes a flat rate per day inclusive of Travel/Set Up Cost
** Individual Tree Removal Cost

Generic Deciduous Trees

Very Small Generic Deciduous (Up to 15')	Travel/Set Up \$ 150	1 Tree	2 Trees	3 Trees	4 Trees	5 Trees	6 Trees	7 Trees	8 Trees	9 Trees	10 Trees	11 Trees	12 Trees	13-20 Trees	21 Trees	22 Trees	
		\$ 187.50	\$ 375	\$ 562.50	\$ 750	\$ 937.50	\$ 1,125	\$ 1,312.50	\$ 1,500	\$ 1,687.50	\$ 1,875	\$ 2,062.50	\$ 2,250	\$ 2,500*	\$ 2,687.50	\$ 2,875	
		23 Trees	24 Trees	25 Trees	26 Trees	27 Trees	28 Trees	29 Trees	30 Trees	31 Trees	32 Trees	33-40 Trees	41-52 Trees	53-60 Trees	61-72 Trees	73-80 Trees	
		\$ 3,062.50	\$ 3,250	\$ 3,437.50	\$ 3,625	\$ 3,812.50	\$ 4,000	\$ 4,187.50	\$ 4,375	\$ 4,562.50	\$ 4,750	\$ 5,000*	\$6,000*+ITRC**	\$ 7,500*	\$7,500*+ITRC**	\$ 10,000*	
Small Generic Deciduous (16' to 25')	Travel/Set Up See Below	1 Tree	2 Trees	3 Trees	4 Trees	5-8 Trees	9 Trees	10 Trees	11 Trees	12 Trees	13 Trees	14-16 Trees	17 Trees	18 Trees	19 Trees	20 Trees	
		\$ 562.50	\$ 1,125	\$ 1,687.50	\$ 2,250	\$ 3,125*	\$ 3,687.50	\$ 4,250	\$ 4,812.50	\$ 5,375	\$ 5,937.50	\$ 6,250*	\$ 6,812.50	\$ 7,375	\$ 7,937.50	\$ 8,500	
		21 Trees	22-24 Trees	25-29 Trees	30-32 Tree	33-37 Trees	38-40 Tree										
		\$ 9,062.50	\$ 9,375*	\$9,375*+ITRC**	\$ 12,500 *	\$12,500*+ITRC**	\$ 15,625 *										
Medium Generic Deciduous (26' to 50')	Travel/Set Up See Below	1 Tree	2 Trees	3 Trees	4 Trees	5 Trees	6 Trees	7 Trees	8 Trees	9 Trees	10 Trees						
		\$ 937.50	\$ 1,875	\$ 2,812.50	\$ 3,750	\$ 4,687.50	\$ 5,625	\$ 6,562.50	\$ 7,500	\$ 8,437.50	\$ 9,375						
Large Generic Deciduous (51' and over)	Travel/Set Up See Below	1 Tree	2 Trees	3 Trees	4 Trees	5 Trees	6 Trees	7 Trees	8 Trees	9 Trees	10 Trees						
		\$ 1,500	\$ 3,000	\$ 4,500	\$ 6,000	\$ 7,500	\$ 9,000	\$ 10,500	\$ 12,000	\$ 13,500	\$ 15,000						

* Denotes a flat rate per day inclusive of Travel/Set Up Cost
** Individual Tree Removal Cost

Travel/Set Up Costs

Small Trees		Medium Trees		Large Trees	
1-4 trees	\$300	1-5 trees	\$500	1-3 trees	\$800
5-8 trees	\$0***	6-10 trees	\$650	4-6 trees	\$950
9-13 trees	\$150	11-15 trees	\$800	7-9 trees	\$1,100
14-16 trees	\$0***	16-20 trees	\$950	10-12 trees	\$1,250
17-21 trees	\$150	21-25 trees	\$1,100	13-15 trees	\$1,400
22-24 trees	\$0***	26-30 trees	\$1,250	16-18 trees	\$1,550
25-29 trees	\$150	31-35 trees	\$1,400	19-21 trees	\$1,700
30-32 trees	\$0***	36-40 trees	\$1,550	22-24 trees	\$1,850
33-37 trees	\$150	41-45 trees	\$1,700	25-27 trees	\$2,000
38-40 trees	\$0***	46-50 trees	\$1,850	28-30 trees	\$2,150

*** Travel/Set Up cost is \$0 because the flat rate per day is inclusive of this cost.

Mixed Tree Types and Mixed Tree Sizes

The total costs for each tree type and tree size category is calculated independently.

Removal and Disposal Definitions

1. Removal cost includes travel and load, the use of a standard tree truck with approved chipper box and mechanical chipper, and a crew trained in industry standard methodologies as it relates to tree removal and pruning.
2. Tree chippings should not be used for mulch or compost. Trees that are cut down may be used for lumber or for use as firewood. If allowed by local yard waste regulation, trees may be disposed of in the trash. If allowed by local regulations, burning is an alternative method of disposal.
3. Stump grinding and removal shall be via the use of a stump grinder or backhoe. Stumps shall be removed from the site and disposed of in the same manner as the tree.
4. Tree stump area shall be backfilled with clean 60/40 topsoil/organic matter mix and disturbed turf areas shall be repaired.
5. All work to be performed under the supervision of an ISA certified arborist. All equipment, including safety equipment shall be clean and in good working order.
6. Prior to the commencement of work, a site safety inspection will take place and plans be made to re-route pedestrian and vehicular traffic from work area (included in cost).

Exhibit 18

Tree Care and/or New Tree Maintenance Program Schedule

Existing Tree Healthcare

Generic Evergreen	6' Under H	7-10' H	11-15' H	16-18' H	19-20' H	21-24' H	25-30' H	31-35' H	36-40' H	41-45' H	46-50' H	51-55' H	56-60' H	>60' H
Option A	\$ 64	\$ 80	\$ 105	\$ 136	\$ 161	\$ 174	\$ 184	\$ 198	\$ 209	\$ 220	\$ 231	\$ 245	\$ 255	\$ 261
Option B	\$ 110	\$ 140	\$ 180	\$ 235	\$ 280	\$ 300	\$ 320	\$ 340	\$ 360	\$ 380	\$ 400	\$ 420	\$ 440	\$ 450
Option C	\$ 145	\$ 180	\$ 250	\$ 340	\$ 445	\$ 500	\$ 545	\$ 580	\$ 640	\$ 675	\$ 710	\$ 770	\$ 805	\$ 875
Option D	\$ 155	\$ 200	\$ 285	\$ 375	\$ 505	\$ 560	\$ 615	\$ 665	\$ 735	\$ 780	\$ 825	\$ 895	\$ 940	\$ 975

Generic Deciduous	1-3" C	4-5" C	6-7" C	8-9" C	10-11" C	12-15" C	16-17" C	18-23" C	24-29" C	30-35" C	36-41" C	42-47" C	48" C and up
Option A	\$ 88	\$ 124	\$ 156	\$ 187	\$ 212	\$ 239	\$ 267	\$ 293	\$ 318	\$ 343	\$ 368	\$ 396	\$ 420
Option B	\$ 150	\$ 215	\$ 270	\$ 325	\$ 370	\$ 415	\$ 460	\$ 505	\$ 550	\$ 595	\$ 640	\$ 685	\$ 730
Option C	\$ 200	\$ 335	\$ 430	\$ 545	\$ 620	\$ 685	\$ 760	\$ 835	\$ 935	\$ 1,035	\$ 1,135	\$ 1,235	\$ 1,390
Option D	\$ 225	\$ 375	\$ 480	\$ 655	\$ 755	\$ 855	\$ 955	\$ 1,055	\$ 1,210	\$ 1,420	\$ 1,630	\$ 1,840	\$ 2,050

Rating	Option
Showing Effects	A
25% Damaged	B
50% Damaged	C
75% Damaged	D

New Tree Healthcare

Dupont will pay \$75/tree for each tree removed at single family home residential sites and \$150/tree for each tree removed on all other sites, regardless of whether the trees will be replaced or not.

To qualify for compensation under this Settlement Agreement, with either an initial claim or a warranty claim, a Member of Class 1 or Class 3 will need to demonstrate that Imprelis® caused the damage to each tree for which compensation is sought.

As a threshold matter, a Member of Class 1 or Class 3 seeking to demonstrate that Imprelis® caused damage to the Class Member's tree will need to demonstrate one or more of the following symptoms in new growth areas:

- Twisted or Drooping Top/Epinasty/Bending/Drooping or Bending Limbs
- Brown or Dead Buds
- Extreme Branch Tip or Terminal Bud Swelling ("Clubbing")
- Umbrella Effect on White Pine, Yew (Paxus), or Arborvitae
- Large fleshy galls on honey locust trunk or branches or on the tips of arborvitae
- For deciduous trees only, epinasty or leaf distortion involving cupping or twisting of leaves on new growth

For more information on symptomology, please visit WWW.TREEDAMAGESETTLEMENT.COM

No compensation will be owed under this Settlement Agreement for trees for which a Member of Class 1 or Class 3 does not demonstrate at least one of these symptoms. Evidence must include at a minimum photographs, Spray Records (or a declaration when accepted in lieu of Spray Records), and information required under the DuPont Claim Forms (as defined in the Settlement Agreement).

Tree damage can occur with other herbicides as well. In the absence of Spray Records, DuPont reserves the right a) to require testing of tree tissue samples, including tissue from stumps or roots for removed trees, for the presence of Imprelis® and b) to obtain additional information about 1) what other herbicides were applied after Imprelis® application, and 2) other potential causes of the alleged damage.

Should DuPont deny a claim, that claim may be reviewed by the Appeals Panel to determine 1) whether the Class 1 or Class 3 Member complied with the DuPont Claim Form requirements, including relating to photographs and site maps, 2) whether DuPont appropriately determined that one or more of the above listed symptoms existed, 3) whether Imprelis® existed in tree tissue samples, or 4) whether an alternative cause led to the alleged tree damage, notwithstanding that one of the above listed symptoms was shown or, if tested, that Imprelis® was detected in tree tissue samples. In no circumstance will a Member of Class 1 or Class 3 be entitled to compensation where none of the above listed symptoms exist, testing indicates that Imprelis® was not the cause of the alleged tree damage, or an alternative cause led to the alleged tree damage at issue.

Tree Rating Table

Using the following guidelines, for the period concurrent with injury, please provide the associated rating for each impacted tree on the Tree Detail Listing:

- 0 - Tree looks normal
- 1 - Some discoloration of new growth, some brown growth tips, and some twisting and curling of new growth, occurs on <10% of tree.
- 2 - Discoloration of new growth, brown growth tips, and twisting and curling of new growth, occurs on 10-40% of tree.
- 3 - New growth and some of older growth is discolored, has brown growth tips, and new growth is twisted and curled, occurs on 40-70% of tree.
- 4 - New and old growth and growth tips are brown, only a few green growth tips seen, occurs on >70% of tree. Terminal(s) must also appear dead.
- 5 - Tree is dead (*i.e.* main trunk does not show live (green) tissue when scratched with a knife).
- X - Major cause of observed damage appears to be disease, insects, physical damage, or other environmental conditions.

LIMITED WARRANTY

DuPont warrants against any damage to any tree on an Authorized Claimant's property (including replacement trees) caused by Imprelis[®] until May 31, 2015. In the event that the Authorized Claimant's property is sold, this limited warranty transfers with the property to the new owner. If the Authorized Claimant (i.e., current owner) believes that a tree covered by this warranty has experienced damage caused by Imprelis[®], the Authorized Claimant shall promptly inform DuPont by sending a letter detailing such damage and the reason the Authorized Claimant believes it is caused by Imprelis[®] to:

DuPont Imprelis[®] Claim Resolution Process
c/o Epiq Systems
757 Third Avenue, 3rd Floor
New York, NY 10017

This warranty does not apply to trees recommended to receive tree care for which the Authorized Claimant has failed to provide the appropriate care.

Imprelis® Lawn Care Professional Expense Claim Resolution Process
c/o Epiq Systems
757 Third Avenue, 3rd Floor
New York, NY 10017

Re: IMPRELIS® Lawn Care Professional Expense Claim Form Instructions

E.I. du Pont de Nemours and Company (“DuPont”) has established a process by which lawn care professionals may submit claims for expenses incurred in investigating or addressing tree damage related to the application of Imprelis® herbicide prior to the launch of DuPont’s Imprelis® Claims Resolution Process for property owners. To submit a claim for these expenses, please complete and submit the enclosed Expense Claim Form, along with any required supporting documentation by February 1, 2012, to the following address:

Imprelis® Lawn Care Professional Expense Claim Resolution Process
c/o Epiq Systems
757 Third Avenue, 3rd Floor
New York, NY 10017

If (“Lawn Care Professional”) is represented by an attorney related to Imprelis®, please have the attorney contact DuPont at 1-866-796-4783 before completion of the Expense Claim Form.

To be eligible to participate in this process, the Lawn Care Professional must have purchased and applied Imprelis® or arranged for the application of Imprelis® to a property that the Lawn Care Professional believes has been impacted as the result of that Imprelis® application. Only the expenses that have actually been incurred by the Lawn Care Professional will be considered in this process; do not include costs that have been either directly or indirectly paid by customers or other third parties.

The evaluation of the Lawn Care Professional’s claim will begin once the completed and signed Expense Claim Form with the required documentation is received. Once the Expense Claim Form has been submitted, DuPont will review the information and formulate an expense compensation offer. All claims will be assessed for reasonableness, and any claim may be rejected or readjusted. DuPont may request further documentation or substantiation to support the claim(s). In addition to the compensation offered based on the expenses and work you claim, DuPont’s resolution plan will include an additional payment to cover overhead and other associated expenses not addressed by the form you have submitted.

The Lawn Care Professional will have the opportunity to review the expense claim offer and terms before deciding whether to accept it. To receive the offered compensation, the Lawn Care Professional will be required to sign a release that waives its right to file or participate in any lawsuit related to Imprelis® in court and waives its right to bring certain claims related to Imprelis® in arbitration. By submitting an Expense Claim Form, however, the Lawn Care Professional is not waiving any rights; it is only permitting DuPont to assess its claims and offer a resolution plan. The Lawn Care Professional may seek the advice of counsel of its choosing at any time during this process.

Expense Claim Form Instructions for Lawn Care Professionals

At the top of the first page of the Expense Claim Form, indicate whether the Lawn Care Professional is represented by an attorney. If the answer to that question is yes, have that attorney contact DuPont at 1-866-796-4783 before the Lawn Care Professional completes and submits the Expense Claim Form.

Section A: Lawn Care Professional

Confirm that the information in this section is correct, amending any inaccurate information, and complete all missing fields.

Section B: Imprelis® Application Questionnaire

Provide answers to the questions relating to the Lawn Care Professional's purchase and application of Imprelis®.

Section C: Insurance Company Details

If the Lawn Care Professional has filed a claim with an insurance company related to any of the expenses listed in Section D of the Expense Claim Form, please provide the requested information.

Section D: Listing of Expenses

Please provide the information requested in this section about specific expenses incurred by the Lawn Care Professional in investigating or addressing tree damage related to Imprelis® prior to the launch of DuPont's Imprelis® Claims Resolution Process for property owners. Only those expenses that have already been paid by the Lawn Care Professional, and not directly or indirectly paid by a customer or other third party, should be listed on the Expense Claim Form.

Two categories of expenses will be considered for compensation:

1. Customer Site Visits & Field Work

Provide any details in this form about time that the Lawn Care Professional's employees or other agents spent in the field, including at customers' properties, investigating or addressing issues related to Imprelis® prior to the launch of DuPont's Imprelis® Claims Resolution Process for property owners. Expenses that the Lawn Care Professional incurred as a result of its participation in the property owner claims process should not be included on this form. Please attach any supporting documentation associated with this work as substantiation for your claim.

2. Expenses Paid to Third Parties

This form requests information about any payments the Lawn Care Professional made to third parties for work or services in investigating or addressing issues related to Imprelis® prior to the launch of DuPont's Imprelis® Claims Resolution Process for property owners. Please provide supporting documentation for any individual expense exceeding \$50.00 when you return the completed Claim Form. Expenses that exceed \$50.00 that are submitted without documentation will not be considered.

There is a separate form for each type of expense in the Expense Claim Form. If additional pages of any of these forms are needed, please photocopy the page and place page numbers in the blanks provided in the top right corner.

Section E: Lawn Care Professional Declaration

Please have the Lawn Care Professional, through its authorized representative, review and sign the declaration in this section. This declaration certifies that the signee has authority to submit the Expense Claim Form on behalf of the Lawn Care Professional and that the information submitted is truthful and correct.

Section F: Claim Form Package Materials To Be Shipped

This section provides the complete list of materials to be shipped, the shipping address, and related instructions.

IMPRELIS® Expense Claim Form for Lawn Care Professionals

This Imprelis® Expense Claim Form must be completed and postmarked no later than February 1, 2012.

Lawn Care Professional ID is

Are you represented by an attorney? Yes or No

If yes, please have your attorney contact DuPont at 1-866-796-4783.

A. LAWN CARE PROFESSIONAL:

Company:	_____	Address:	_____
Contact Last Name:	_____	Address Line 2:	_____
Contact First Name:	_____	City, State:	_____
Phone Number:	_____	Zip Code:	_____
Email Address:	_____	Tax Identification Number:	_____

Please indicate preferred means of contact: email phone

B. IMPRELIS® APPLICATION QUESTIONNAIRE:

1. Lawn Care Professional applied _____ total gallons of Imprelis® in 2011 to _____ total individual properties.
2. Of the properties where the Lawn Care Professional applied Imprelis®, _____ properties and _____ trees have been impacted or damaged relating to the application of Imprelis®.

C. IF AN INSURANCE CLAIM HAS BEEN FILED, PROVIDE INFORMATION BELOW:

Insurance Company:	_____	Address:	_____
Agent's Last Name:	_____	Address Line 2:	_____
Agent's First Name:	_____	City:	_____
Phone Number:	_____	State, Zip Code:	_____
Email Address:	_____	Claim No. (if known):	_____

Has the Lawn Care Professional received payment from an insurance company related to impact or damage caused by Imprelis®?

Yes or No

If yes, please detail amount received, date, and recipient: _____

D. LISTING OF EXPENSES

Lawn Care Professional:

This Expense Claim Form pertains to expenses incurred by the Lawn Care Professional identified above in investigating or addressing tree damage related to Imprelis® prior to the launch of DuPont's Imprelis® Claims Resolution Process for property owners. The Lawn Care Professional should not include any expenses incurred as the result of its participation in the property owner claim process.

Please consult the accompanying instructions for information about how to complete this form. Attach as many copies of this page as necessary to list your claimed costs and expenses.

1. CUSTOMER SITE VISITS & FIELD WORK

Attach any supporting documentation related to the work done at each property location.

Date or Date Range	Physical Address of Property Where Work Was Performed	Total Number of Impacted Trees at the Property	Description of Work	Total Number of Hours

Lawn Care Professional:

E. LAWN CARE PROFESSIONAL DECLARATION

To receive any reimbursement related to the expenses and claims set forth above, you will be required to sign a release that waives your company's right to file or participate in any lawsuit related to Imprelis® in court and waives your company's right to bring certain claims related to Imprelis® in arbitration. By signing this Expense Claim Form, however, you are not waiving any rights; you are only permitting DuPont to assess your claims and offer a resolution plan. You may seek the advice of counsel of your choosing at any time during this process.

Lawn Care Professional – I certify (a) that I have the authority to submit this claim on behalf of the Lawn Care Professional named in this Expense Claim Form and (b) that the foregoing is true and correct to the best of my knowledge, information and belief.

Date: _____

Name (please print): _____

Signature: _____

Title/Position: _____

F. CLAIM FORM PACKAGE MATERIALS TO BE SHIPPED:

1. Original completed signed Claim Form (*ALL PAGES*).
2. All supporting documentation for the work performed and for expenses over \$50.00. Please do not send originals as these will not be returned to you.
3. It is recommended that you make a copy of all Claim Form package materials prior to mailing.

Ship Claim Form Package to Imprelis® Claims Resolution Center:

Imprelis® Claims Resolution Process
c/o Epiq Systems
PO Box 4834, Grand Central Station
New York, NY 10163-4834

Labor Rates and Hours for LCO Expense Claims

- Administrative labor hourly fee \$20
- Specialized tree labor hourly fee \$50. This cost takes into consideration the following: Mileage, Uniform, Health Insurance, Equipment, Communications and Meals
- Arborist labor fee – This is assessed on a claim by claim basis
- Unless exceptional circumstances are found after review, 4 hours is the maximum time that will be reimbursed per property inspection
- Unless exceptional circumstances are found after review, 2 hours is the maximum time that will be reimbursed per property for administrative services
- Average postage is \$3 per property
- A receipt is required for any expense over \$50
- Reimbursement cost generally not covered in this process include but are not limited to: attorney fees, consultation fees, loss of income, and cost of tree removal/tree assessment
- Indication of a filed Insurance Claim is taken into consideration during the evaluation of these expenses and, if necessary, more information will be requested

A 10% additional compensation is provided after calculation of the allowed reimbursements.

Imprelis® Claims Resolution Process
 c/o Epiq Systems
 PO Box 4834, Grand Central Station
 New York, NY 10163-4834

[Date]

[Lawn Care Company Name]

[Contact Name]

[Address]

[City, State Zip Code]

Re: IMPRELIS® LCO Supported Process Payment (Option 1)

On [INSERT DATE], we sent you a payment by check for reimbursement for your participation in the LCO supported process (Option 1) related to the Imprelis® Claim Resolution Process. As mentioned in the letter dated September 6, 2011 outlining the Imprelis Claim Resolution Process, Lawn Care Professionals who choose the LCO Supported Process (Option 1) will be reimbursed for their efforts on a per site basis according to the number of impacted trees:

- \$200 for properties with 5 or fewer impacted trees
- \$300 for properties with 6 to 20 impacted trees
- \$400 for properties with 21 to 50 impacted trees
- \$600 for properties with 51 to 75 impacted trees
- \$750 for properties with 76 or more impacted trees

The chart below provides a detailed summary of the payment sent to you on [insert date] in the amount of [insert amount]. This payment may not be inclusive of all claim forms you have filed to date. In order to ensure you are reimbursed in a timely manner, we will be issuing these reimbursements as completed claim forms are received and processed.

Property Location	Number of Trees	Payment Amount

If you have any questions about the Claims Resolution Process or the reimbursement described above, please call the toll-free hotline (866) 796-4783. Thank you for your assistance in this program.



DuPont Professional Products
4417 Lancaster Pike
Chestnut Run Plaza 705
Wilmington, DE 19880-0705

October 17, 2011

Instructions for DuPont™ Imprelis® Product Return and Refund Program for Turf Management Product Distributors

Below you will find a list of instructions for returning to DuPont all Imprelis® remaining in your and your customers' inventory. If you have questions, please contact our Customer Service Center at 1-800-342-5247 (prompt 99). Thank you for your cooperation in completing the following required steps. We greatly appreciate your help and understanding as we work to resolve this issue.

1. Please identify or develop a list of everyone to whom you sold Imprelis® and make sure you have a record of the quantity and pack size of the Imprelis® you sold to them.
2. Contact everyone on the list within five business days.
3. Either arrange to pick up all full and partially full bottles of Imprelis® from each customer, or have your customers return the bottles to your warehouse.
4. Inform your customers that they will need to return all Imprelis® remaining in their possession to you within 10 business days of your notifying them in order to receive a credit or refund.
5. Call the DuPont Customer Service Center to place a return order for the remaining Imprelis® you have in your own inventory and for the product you receive from your customers within five days of receiving the product.
6. When you receive Imprelis® from a customer, please document the following:
 - a. Name of the customer
 - b. Address, including city and state, of the customer
 - c. The date the Imprelis® was returned to you.
 - d. The pack sizes and lot numbers
 - e. The quantity
7. Document this information in either your distributor proprietary system or an excel spreadsheet. If you use the distributor system, you will need to provide an extract of the documentation to DuPont.
8. If you do not receive a response from a customer within 10 business days, please follow up with them to determine if they have product.
9. Please issue refunds or credits, depending upon your policy, to your customers for the quantity of the Imprelis® returned.

Again, we thank you for all of your help, cooperation and understanding. If you have any questions or concerns, please do not hesitate to call us.



DuPont Professional Products
4417 Lancaster Pike
Chestnut Run Plaza 705
Wilmington, DE 19880-0705

October 17, 2011

Dear Lawn Care Professionals and Golf Course Superintendents,

I am writing to update you about the product return and refund program for DuPont™ Imprelis® herbicide. We have written to your distributor, who will be coordinating with you to ensure that all remaining full and partially full bottles of Imprelis® are returned. Once your distributor contacts you regarding this product return and refund program, please return all Imprelis® product to them within 10 business days.

After you return your remaining Imprelis® to your distributor, you will be given either a refund or credits, depending on your distributor's policy. The EPA approved disposition plan suggests that you maintain records associated with Imprelis®, including but not limited to: 1) quantities used and returned, including product lot numbers 2) application records, and 3) purchase records.

If you have Imprelis® product remaining in mixes or spray tanks, please contact DuPont at 800-463-8039 for further guidance.

The following products are included in the program:

- Imprelis® herbicide (D14616296) - 4.5 fl oz bottle
- Imprelis® herbicide (D14563533) - 1.0 gallon bottle
- Imprelis® herbicide (D14544159) - 2.5 gallon bottle

We regret any damage that the use of Imprelis® herbicide may have caused to trees, and we remain committed to working with you and all of our customers to promptly and fairly resolve problems associated with the use of this product.

We appreciate your help in this matter. Please let us know if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael McDermott".

Michael McDermott
Global Business Leader
DuPont Professional Products

IMPRELIS® Site Verification Form**Exhibit 26**

Claim Number: [Claim Number]
Your Property Location ID is: [Consignee ID]
Your Lawn Care Company ID is: [Parent Consignee ID]

I have confirmed that the property owner has not retained a lawyer related to this claim Yes

A. PROPERTY LOCATION:

Address: [PO Address 1] City: [PO City]
 Address Line 2: [PO Address 2] State, Zip Code: [PO State], [PO Zip]

Property Owner:
 Business Name (if applicable): [PO Business Name]
 Contact First Name: [PO First Name] Phone Number: [PO Phone Number]
 Contact Last Name: [PO Last Name] Email Address: [PO Email Address]

B. LAWN CARE COMPANY:

Company: [LCO Name] Address: [LCO Address 1]
 Last Name: [LCO Contact Last] Address Line 2: [LCO Address 2]
 First Name: [LCO Contact First] City: [LCO City]
 Phone Number: [LCO Phone Number] State, Zip Code: [LCO State], [LCO Zip]
 Email Address: [LCO Email Address] Tax ID Number: [LCO Tax ID]

C. INSTRUCTIONS:

- Using the provided Site Map, please verify the Species, Height, Circumference (for deciduous trees only) and Rating for each tree listed on the Verification Form.
- If the claimed information is accurate please place a "Yes" in the verification column. If a difference is observed, please note that in the verification column. See example below.
- For any tree with an identified difference, please take photos according to attached photo guidelines (Exhibit A).

SAMPLE

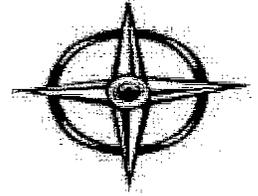
Tree Number	Tree Type	Claimed Tree Species	Species Verified	Claimed Height (in Feet)	Height Verified	Claimed Circumference (in Inches – For Deciduous Trees Only)	Circumference Verified	Claimed Rating (0-5 or X)	Rating Verified
1	Evergreen	Spruce Norway	Yes	21	Yes			3	Yes
2	Evergreen	Pine White	Yes	45	Yes			3	2
3	Evergreen	Fir Douglas	Fir Balsam	36	Yes			5	3
4	Deciduous	Locust Honey	Yes	20	Yes	25	Yes	2	Yes

Property Location ID:

Site Map

Note: Number each tree on map to match Tree Number on Tree Detail Listing.

To orient map, enter North



G. DUPONT REPRESENTATIVE AND PROPERTY OWNER CONSENT FORM:

Property Location ID: [Consignee ID]

DuPont Representative – I agree to collect accurate information and documentation relating to trees at the above property location, as authorized, and to provide such information and documentation to DuPont for the purpose of verifying property owner's submitted claims relating to trees believed to have been impacted as a result of an Imprelis® herbicide application. I will only enter onto property owner's land at mutually agreed upon time(s) for the limited purpose of gathering this information.

Date: _____

Name (please print): _____

Signature: _____

Property Owner – I authorize the DuPont representative identified above to collect information relating to trees at the above property location, including details about and photographs of those trees, and to provide such documentation to DuPont for purposes of verifying any submitted claim relating to trees believed to have been impacted as a result of an Imprelis® herbicide application. I will provide the DuPont representative with authorization to access my property for purposes of gathering this information at mutually agreed upon time(s). I understand that the DuPont representative's collection and provision of this information to DuPont may directly affect the resolution of my claims through DuPont's claims process.

Note: You may seek the advice of counsel of your choosing at any time during this process.

Date: _____

Name (please print): _____

Signature: _____

H. VERIFICATION FORM PACKAGE MATERIALS TO BE SHIPPED:

1. Original completed and signed Verification Form (*ALL PAGES*).
2. If photographs of trees were taken during the verification site visit, place the CD/SD memory card(s) of tree photos inside the media envelope provided. Enter the Property Location ID in the space provided on the envelope. The Property Location ID can be found on the front page of the Verification Form. Each property location should have its own electronic media (*i.e.* please do not combine photos of multiple locations on one SD card or one CD).
3. Site Map(s) if altered in anyway.
4. Executed copy of the Consent Form (*Section E*).
5. It is recommended that you make a copy of all Verification Form package materials including the tree photos.
6. You can ship multiple verification forms in one package; however you must staple all Verification Form pages and the media envelope together for each property.

Ship Verification Form Package to Imprelis® Claim Resolution Center:

1. Schedule a UPS Pickup by calling 1-800-PICK-UPS or take to a UPS station.
2. Place all materials inside the UPS shipping envelope, seal the envelope and attach the label that was included in your Verification Form package
3. In the event you have lost the prepaid UPS label, please ship the completed materials via overnight courier to the following address:

Imprelis® Claim Resolution Process
c/o Epiq Systems
757 Third Avenue, 3rd Floor
New York, NY 10017

It is recommended that all materials are sent via traceable means to ensure delivery.

If you do not wish to utilize UPS, please send the Verification Form package materials to the following address:

Imprelis® Claim Resolution Process
c/o Epiq Systems
PO Box 4834, Grand Central Station
New York, NY 10163-4834

Exhibit A – Photo Guidelines

Photo Instructions

Photographs are ONLY required for each tree for which there is a difference between the information that was initially submitted on the Claim Form (Option 1) and what is observed during the verification site visit. Please submit the required photos as follows:

- Identification — 1 Photo (include tree number and property address)
- Full Tree — 1 Photo (include yardstick to scale height of tree)
- Terminal (Top of Tree) — 1 Photo (close-up photo of the top 2-3 feet of tree)
- Symptoms — 2 to 3 Photos (close-up photos of the tree symptoms)

The Identification Photo for each tree must include the property address and tree number that corresponds to tree number on the site map. For example, a white board or piece of paper could be marked with the number of the tree and property address. The tree does not have to be visible in the photo; however, the tree number and property address must be legible.

The Full Tree Photo must include a yardstick (36 inches) held parallel to tree trunk and touching ground. The yardstick is necessary to help determine the height of the tree. For example, someone could hold a yardstick next to the tree while a photo is taken showing the entire tree and yardstick.

The Terminal Photo must be a close-up photo of the tree terminal, showing the top 2-3 feet of the tree. This photo is not required for trees with a 0, 1 or 2 rating.

The Symptom Photos must be close-up photos showing examples of the tree symptoms used to determine the tree rating. This photo is not required for trees with a 0, 1 or 2 rating.

Photos should be saved and submitted on a digital camera memory card (“SD Card”) or a CD. A file format of .JPG would be preferred, however, other file formats will be accepted.

NOTE: It is very important that all tree photos for a site can be matched to the tree number listed on Tree Detail Listing and Site Map.

Photo Examples

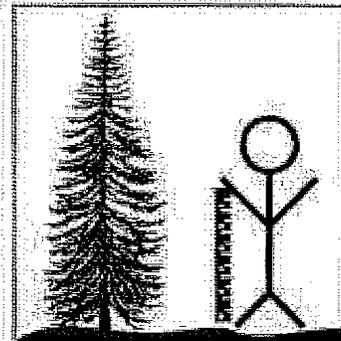
Identification: Please ensure that the first photo for each tree includes the property address and tree number that corresponds to tree number on the Site Map.

Total Photos: 1



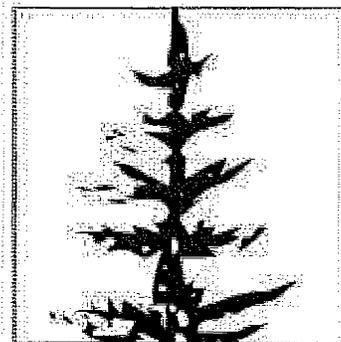
Full Tree: In this photo, please include a yardstick (36 inches) held next to and parallel to tree trunk and touching the ground. The yardstick is necessary to determine the height of the tree.

Total Photos: 1



Terminal: Please take a close-up photo of the top 2-3 feet of the tree. This photo is not required for trees with a 0, 1 or 2 rating.

Total Photos: 1



Symptoms: Please take close-up photos of the tree symptoms. These photos are not required for trees with a 0, 1 or 2 rating.

Total Photos: 2-3

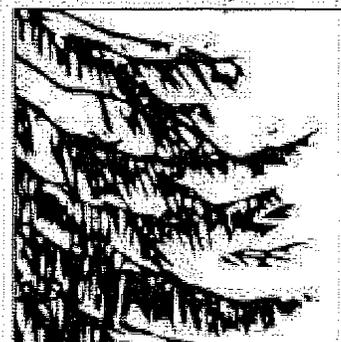




Exhibit 27

DuPont Imprelis® Claim Process
c/o Epiq
757 Third Avenue, 3rd Floor
New York, NY 10017

[DATE]

Dear [GOLF COURSE SUPERINTENDENT],

Please find enclosed three items that will help you file a claim for expenses you incurred while assessing potential Imprelis®-related damage to trees on your property. This expense claim process covers certain expenses incurred prior to the launch of the Imprelis® Claim Resolution Process that are not otherwise addressed in that process.

Enclosed are:

1. A letter explaining how the Golf Course and Self Applicator Expense Claim Process will work.
2. Instructions for filling out the Golf Course and Self Applicator Expense Claim Form.
3. The Golf Course and Self Applicator Expense Claim Form itself.

If you have questions, please call the DuPont™ Imprelis® Hotline at 1-866-796-4783.

We regret any damage or inconvenience that the use of Imprelis® may have caused and very much appreciate your patience and cooperation.

Signed,

E.I. du Pont de Nemours and Company

[insert signature]

C. Steven Williams
Manager Claim Resolution

Imprelis® Golf Course and Self Applicator Expense Claim Resolution Process
c/o Epiq Systems
757 Third Avenue, 3rd Floor
New York, NY 10017

[DATE]

[SELF APPLICATOR NAME]

[ADDRESS]

[CITY STATE ZIP CODE]

Re: IMPRELIS® Golf Course and Self Applicator Expense Claim Form Instructions

E.I. du Pont de Nemours and Company (“DuPont”) has established a process by which Golf Courses and other Self Applicators may submit claims for expenses incurred in investigating or addressing tree damage related to the application of Imprelis® herbicide prior to the launch of DuPont’s Imprelis® Claim Resolution Process. To submit a claim for these expenses, please complete and submit the enclosed Expense Claim Form, along with any required supporting documentation within 30 days of this letter, to the following address:

Imprelis® Golf Course and Self Applicator Expense Claim Resolution Process
c/o Epiq Systems
757 Third Avenue, 3rd Floor
New York, NY 10017

If [SELF APPLICATOR] (“Golf Course or Self Applicator”) is represented by an attorney related to Imprelis®, please have the attorney contact DuPont at 1-866-796-4783 before completion of the Expense Claim Form.

To be eligible to participate in this process, the Golf Course or Self Applicator must have purchased and applied Imprelis® or arranged for the application of Imprelis® to a property that the Golf Course or Self Applicator believes has been impacted as the result of that Imprelis® application. Only the expenses that have actually been incurred by the Golf Course or Self Applicator will be considered in this process; do not include costs that have been either directly or indirectly paid by customers or other third parties.

The evaluation of the Golf Course or Self Applicator’s claim will begin once the completed and signed Expense Claim Form with the required documentation is received. Once the Expense Claim Form has been submitted, DuPont will review the information and formulate an expense compensation offer. All claims will be assessed for reasonableness, and any claim may be rejected or readjusted. DuPont may request further documentation or substantiation to support the claim(s). In addition to the compensation offered based on the expenses and work you claim, DuPont’s resolution plan will include an additional payment to cover overhead and other associated expenses not addressed by the form you have submitted.

The Golf Course or Self Applicator will have the opportunity to review the expense claim offer and terms before deciding whether to accept it. To receive the offered compensation, the Golf Course or Self Applicator will be required to sign a release that waives its right to file or participate in any lawsuit related to Imprelis® in court and waives its right to bring certain claims related to Imprelis® in arbitration. By submitting an Expense Claim Form, however, the Golf Course or Self Applicator is not waiving any rights; it is only permitting DuPont to assess its claims and offer a resolution plan. The Golf Course or Self Applicator may seek the advice of counsel of its choosing at any time during this process.

Expense Claim Form Instructions for Golf Courses and Self Applicators

At the top of the first page of the Expense Claim Form, indicate whether the Golf Course or Self Applicator is represented by an attorney. If the answer to that question is yes, have that attorney contact DuPont at 1-866-796-4783 before the Golf Course or Self Applicator completes and submits the Expense Claim Form.

Section A: Golf Course or Self Applicator

Confirm that the information in this section is correct, amending any inaccurate information, and complete all missing fields.

Section B: Imprelis® Application Questionnaire

Provide answers to the questions relating to the Golf Course or Self Applicator's purchase and application of Imprelis®.

Section C: Insurance Company Details

If the Golf Course or Self Applicator has filed a claim with an insurance company related to any of the expenses listed in Section D of the Expense Claim Form, please provide the requested information.

Section D: Listing of Expenses

Please provide the information requested in this section about specific expenses incurred by the Golf Course or Self Applicator in investigating or addressing tree damage related to Imprelis® prior to the launch of DuPont's Imprelis® Claim Resolution Process for property owners. Only those expenses that have already been paid by the Golf Course or Self Applicator, and not directly or indirectly paid by a customer or other third party, should be listed on the Expense Claim Form.

Two categories of expenses will be considered for compensation:

1. Site Visits & Field Work

Provide any details in this form about time that the Golf Course or Self Applicator's employees or other agents spent in the field, including on the impacted property investigating or addressing issues related to Imprelis® prior to the launch of DuPont's Imprelis® Claim Resolution Process. Please attach any supporting documentation associated with this work as substantiation for your claim.

2. Expenses Paid to Third Parties

This form requests information about any payments the Golf Course or Self Applicator made to third parties for work or services in investigating or addressing issues related to Imprelis® prior to the launch of DuPont's Imprelis® Claim Resolution Process. Please provide supporting documentation for any individual expense exceeding \$50.00 when you return the completed Claim Form. Expenses that exceed \$50.00 that are submitted without documentation will not be considered.

If additional pages of any of these forms are needed, please photocopy the page and place page numbers in the blanks provided in the top right corner.

Section E: Golf Course or Self Applicator Declaration

Please have the Golf Course or Self Applicator, through its authorized representative, review and sign the declaration in this section. This declaration certifies that the signee has authority to submit the Expense Claim Form on behalf of the Golf Course or Self Applicator and that the information submitted is truthful and correct.

Section F: Claim Form Package Materials To Be Shipped

This section provides the complete list of materials to be shipped, the shipping address, and related instructions.

IMPRELIS® Expense Claim Form for Golf Courses and Other Self Applicators

This Imprelis® Claim Form must be completed and postmarked no later than [TBD].

Your Golf Course/Self Applicator ID is:

Are you represented by an attorney? Yes or No

If yes, please have your attorney contact _____ at 1-888-XXX-XXXX.

A. GOLF COURSE/SELF APPLICATOR:

Company:	_____	Address:	_____
Last Name:	_____	Address Line 2:	_____
First Name:	_____	City:	_____
Title/Position:	_____	State:	_____
Main Phone Number:	_____	Zip Code:	_____
Cell Phone Number:	_____	Tax Identification Number:	_____
Email Address:	_____		

Please indicate preferred means of contact: email main phone cell phone

B. IMPRELIS® APPLICATION QUESTIONNAIRE:

1. The Golf Course/Self Applicator applied _____ total gallons of Imprelis® in 2011 to approximately _____ acres of property.
2. The Golf Course/Self Applicator applied Imprelis® to the property on the following date(s): _____
3. In the areas where the Golf Course/Self Applicator applied Imprelis®, approximately _____ trees have been impacted or damaged due to the application of Imprelis®.

C. IF AN INSURANCE CLAIM HAS BEEN FILED, PROVIDE INFORMATION BELOW:

Insurance Company:	_____	Address:	_____
Agent's Last Name:	_____	Address Line 2:	_____
Agent's First Name:	_____	City:	_____
Phone Number:	_____	State, Zip Code:	_____
Email Address:	_____	Claim No. (if known):	_____

Has the Golf Course/Self Applicator received payment from an insurance company related to impacts or damage caused by Imprelis®?
 Yes or No

If yes, please detail amount received, date, and recipient: _____

Golf Course/Self Applicator Name: _____

E. DECLARATION:

You may seek the advice of counsel of your choosing at any time during this process.

Golf Course/Self Applicator Representative – I certify (a) that I have the authority to submit these claims on behalf of the golf course or self applicator named in this claim and (b) that the foregoing is true and correct to the best of my knowledge, information and belief.

Date: _____

Name (please print): _____

Signature: _____

Title/Position: _____

F. CLAIM FORM PACKAGE MATERIALS TO BE SHIPPED:

1. Original completed signed Claim Form (ALL PAGES).
2. All supporting documentation for the work performed and for expenses over \$50.00. Please do not send originals as these will not be returned to you.
3. It is recommended that you make a copy of all Claim Form package materials prior to mailing.

Ship Claim Form Package to Imprelis® Claim Resolution Center:

If by regular mail:

Imprelis® Golf Course and Other Self Applicators
Expense Claim Resolution Process
c/o Epiq Systems
P.O. Box 4834, Grand Central Station
New York, NY 10163-4834

If by overnight mail:

Imprelis® Golf Course and Other Self Applicators
Expense Claim Resolution Process
c/o Epiq Systems
757 Third Avenue, 3rd Floor
New York, NY 10017

DuPont Imprelis® Golf Course and Other Self Applicators
Expense Claim Resolution Process
c/o Epiq Systems
757 Third Avenue, 3rd Floor
New York, NY 10017

[DATE]

VIA UPS OVERNIGHT

[Self Applicator Name]
ATTN: [Contact Name]
[Mailing Address]
[Mailing Address Line 2]
[Mailing City], [Mailing State] [Mailing Zip Code]

Re: Golf Course and Other Self Applicators Expense Claim Number: [Claim Number]

E.I. du Pont de Nemours and Company (“DuPont”) has received and evaluated your claim for expenses incurred in investigating or addressing tree damage related to the application of Imprelis® herbicide.

If you agree to the terms of the enclosed Golf Course and Other Self Applicators Expense Claim Resolution Agreement (“Agreement”), DuPont offers to:

- Pay you \$[REDACTED] for your expenses.
- Pay you an additional \$[REDACTED] in compensation.

Relief under the Golf Course and Other Self Applicators Expense Claim Resolution Process is capped at \$2,000 per property.

In agreeing to accept this compensation, you must also agree to several other terms, including but not limited to a release waiving your right to file or participate in a lawsuit related to Imprelis®, an agreement to bring remaining disputes in arbitration, and a waiver of your right to a jury trial. Please read this enclosed Agreement in its entirety. You may seek the advice of counsel of your choosing at any time before signing the agreement.

When you have signed the Agreement, please return all of the pages of the Agreement to:

If by regular mail:
Imprelis® Golf Course and Other Self
Applicators Expense Claim Resolution
Process
c/o Epiq Systems
P.O. Box 4834, Grand Central Station

If by overnight mail:
Imprelis® Golf Course and Other Self
Applicators Expense Claim Resolution
Process
c/o Epiq Systems
757 Third Avenue, 3rd Floor

New York, NY 10163-4834

New York, NY 10017

Once DuPont receives the signed Agreement, it will send you payment in the amount specified in the Agreement via check to the address indicated at the top of this letter.

If you do not agree with the terms provided for in the Agreement, please provide your reasons in writing within 30 days to DuPont at the above-identified Imprelis® Golf Course and Other Self Applicators Expense Claim Resolution Process address. Please include in your submission: (i) your claim number; (ii) a statement detailing the basis for your disagreement; (iii) copies of any document or other materials upon which you rely to substantiate your claim; and (iv) your address, phone, and e-mail contact information.

DuPont intends for this Agreement to provide resolution of your submitted claim and is hopeful that it will meet with your satisfaction. If you have any questions or concerns about this process, please contact DuPont at 1-866-796-4783.

Please read this entire Golf Course and Other Self Applicators Expense Claim Resolution Agreement (“Agreement”) carefully. By signing the Agreement, you agree to be bound by all of the terms and conditions set forth below.

**GOLF COURSE AND OTHER SELF APPLICATORS EXPENSE CLAIM
RESOLUTION AGREEMENT**

This Claim Resolution Agreement (“Agreement”) is entered into between E.I. du Pont de Nemours and Company (“DuPont”) and an authorized representative of [Golf Course or Other Self Applicator] (“Self Applicator”).

PAYMENT

DuPont will pay Applicator a sum equal to (a) \$ [REDACTED] as compensation for claimed expenses and efforts related to claims of damage to property related to Imprelis® and (b) an additional 10% of this amount to address other associated claims not specifically listed on the claim form. If the sum of (a) and (b) above exceeds \$2,000, DuPont will pay Applicator \$2,000.

RELEASE AND NOTICE

As consideration for the above, Self Applicator agrees to forever release, acquit, and discharge DuPont, any third-party individuals or entities that applied or arranged for the application of Imprelis® on Self Applicator’s property, and any Imprelis® distributors; and all of their respective principals, agents, officers, directors, stockholders, owners, partners, employees, attorneys, sureties, insurers, successors, predecessors, assigns, and all affiliated corporations and entities, including their sureties, insurers, and attorneys, or any other insurer and each of them (collectively, the “Released Parties”) from any and all claims arising from or relating to Imprelis® including but not limited to those that were, could have been, or could be asserted by Self Applicator, subject only to the express exceptions listed herein. The Released Claims shall include, but are not limited to, any and all claims, causes of action, demands, actions, suits, rights, obligations, controversies or the like, known or unknown, arising from or relating to Imprelis® under state consumer fraud, warranty or unjust enrichment laws (the “Released Claims”). **Notwithstanding the foregoing, the Release does not include any damage to the Self Applicator’s property related to Imprelis®, which damage is the subject of a separate claims process.**

NOTE: There is a Class Action Settlement Agreement (“Settlement Agreement”) pending for approval in the Eastern District of Pennsylvania. You may sign this Claim Resolution Agreement at any time and receive the compensation described herein without waiting for a determination of whether the Settlement Agreement becomes Final (as defined in the Settlement Agreement).

Self Applicator covenants and agrees that he/she/it shall not hereafter seek to establish liability against any Released Parties based, in whole or in part, on any of the Released Claims. Self Applicator 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.

IN ADDITION, SELF APPLICATOR HEREBY EXPRESSLY WAIVES AND RELEASES 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:

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;

Self Applicator 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 Released Claims, but Self Applicator hereby expressly waives and fully, finally, and forever settles and releases any known or unknown, suspected or unsuspected, contingent or non-contingent Released Claims arising from or relating to Imprelis® whether or not concealed or hidden, without regard to the subsequent discovery or existence of such different or additional facts. Self Applicator also hereby expressly waives and fully, finally, and forever settles and releases any and all Released Claims it may have against the Releasees under § 17200, et seq., of the California Business and Professions Code.

Self Applicator warrants and represents that he/she/it has not assigned and will not attempt to assign to any party any rights related to the matters covered by this Release and Agreement. Additionally, Self Applicator warrants and represents that he/she/it will not seek compensation from any other party, including but not limited to any insurance company relating to the matters covered by this Release and Agreement. This release does not include claims made under the DuPont Limited Warranty or claims arising out of this Release and Agreement.

NOTICE: DuPont advises Self Applicator that other lawn care professionals and property owners have filed lawsuits against DuPont, including those seeking to certify class actions of which Self Applicator may be a putative member. These lawsuits allege, among other things, that DuPont failed adequately to test Imprelis® before releasing it to the market and failed to include appropriate warnings about the harm that Imprelis® could cause to non-target vegetation. Plaintiffs in these lawsuits seek compensatory damages, statutory damages, punitive damages, and other types of relief that may be greater than that available in this claims process.

Many of those lawsuits have been consolidated in In re Imprelis Herbicide Marketing, Sales Practices and Products Liability Litigation, Case No. 2:11-md-02284-GP in the U.S. District Court for the Eastern District of Pennsylvania. The Court has appointed the following counsel for Plaintiffs:

Liaison Counsel

- **Robert Kitchenoff of WEINSTEIN KITCHENOFF & ASHER LLC, 1845 Walnut Street, Suite 1100, Philadelphia, Pennsylvania 19103, (215) 545-7200.**

Co-Lead Counsel

- **Richard J. Arsenault of NEBLETT, BEARD & ARSENAULT, 2220 Bonaventure Court, P.O. Box 1190, Alexandria, Louisiana 71301, (800) 256-1050;**
- **Adam J. Levitt of WOLF HALDENSTEIN ADLER FREEMAN & HERZ LLC, 55 West Monroe Street, Suite 1111, Chicago, Illinois 60603, (312) 984-0000;**
- **Hollis L. Salzman of LABATON SUCHAROW LLP, 140 Broadway, New York, New York 10005, (212) 907-0700; and**
- **Jonathan D. Selbin of LIEFF CABRASER HEIMANN & BERNSTEIN, LLP, 250 Hudson Street, 8th Floor, New York, New York 10013, (212) 355-9500.**

Copies of any complaints are available on request from DuPont. By signing this release, in exchange for the relief provided by DuPont, Self Applicator is foregoing any right to participate in any of these other actions or to otherwise file suit against DuPont for claims released. SELF APPLICATOR UNDERSTANDS THAT IT HAS THE RIGHT TO SEEK LEGAL COUNSEL OF OWNER'S OWN CHOICE BEFORE SIGNING THIS AGREEMENT.

NO ADMISSIONS OR CONCESSIONS

This Agreement shall not in any way be construed or deemed to be evidence or an admission or a concession of any fault, liability, fact or amount of damages, or any other matter whatsoever on the part of any party to this agreement.

SELF APPLICATOR'S REPRESENTATIONS, COVENANTS, AND WARRANTIES

Self Applicator represents, covenants, and warrants that:

- it has not assigned, transferred, encumbered, or otherwise impaired its rights to settle any claims released by the Agreement; AND
- it will pay or otherwise resolve all known liens asserted in or arising out of this matter, including any liens asserted by Self Applicator's attorney, insurers or others.

ARBITRATION AGREEMENT

Self Applicator and DuPont agree that any and all claims or disputes of whatever nature between Self Applicator and DuPont and/or any Released Party or Parties that arise out of or relate to Imprelis®, any claims related to Imprelis®, except for those claims for damage to the Self Applicator's property related to Imprelis®, which damage is the subject of a separate claims process, or this Agreement (including but not limited to those relating to this Agreement and the events surrounding its negotiation and execution) in any way must be resolved through mandatory, binding arbitration, rather than litigation in court. This Agreement shall be enforced

pursuant to the Federal Arbitration Act, 9 U.S.C. § 1 *et seq.* **An arbitrator, not a judge or jury, will decide any dispute. DuPont and Self Applicator hereby specifically waive any right to trial by jury.** If any part of this paragraph is found to be unenforceable by any court or arbitrator, then the Agreement is invalid.

- a) Class Action Waiver. Self Applicator agrees that claims arbitrated under this paragraph will be arbitrated on an individual basis and that there will be no class or representative actions in arbitration. Self Applicator agrees not to participate in a class or representative action against any Released Party or Parties and agrees to affirmatively opt out of such a class, if the class action asserts claims that would fall within the scope of the Release if they were asserted directly by Self Applicator. Self Applicator and DuPont agree that this class action waiver is an essential part of this Agreement and that the class action waiver may not be severed from this Agreement. If this class action waiver is found to be unenforceable by any court or arbitrator, then the Agreement is invalid.
- b) Choice of Arbitrator, Fees and Costs. All arbitrations shall be conducted before the CPR International Institute for Conflict Prevention and Resolution (www.cpradr.org, 1-212-949-6490). The CPR Fast Track Arbitration Rules will apply in any arbitration. Arbitration fees, not including attorney's fees and costs, shall be borne by DuPont.
- c) Limit on Relief in Arbitration. DuPont and Self Applicator agree that an arbitrator may only award such relief as a court of competent jurisdiction could.

TRANSITIONAL NATURE OF CLAIMS RESOLUTION AGREEMENT

If the Settlement Agreement becomes Final (as defined in the Settlement Agreement), the terms of the Settlement Agreement will supersede these arbitration provisions, warranty provisions, and release provisions. A copy of the Settlement Agreement will be posted at www.TreeDamageSettlement.com.

Should the terms of the Settlement Agreement not become Final, the terms of this Claim Resolution Agreement shall remain in force.

MISCELLANEOUS

Choice of Law. This Agreement is made and shall be construed, interpreted, enforced, and governed in all respects under the laws of the State of Delaware, without giving effect to any choice of law or conflict of law provision or rule that would cause the application of the laws of any other jurisdiction.

Severance. Aside from specific exceptions explicitly noted in the Agreement, if any provision, or any portion of any provision, of this Agreement is held to be illegal, invalid, or contrary to public policy by a court of competent jurisdiction, such provision shall be deemed to be severed and deleted; neither such provision, nor its severance and deletion, shall affect the validity of the remaining provisions of this Agreement.

Integration. This Agreement memorializes and constitutes the entire agreement and understanding between and among DuPont and Self Applicator, and supersedes and replaces all

prior negotiations, proposed agreements, and agreements, whether written or unwritten. Self Applicator acknowledges that no Released Party, or any agent or attorney of any other Released Party, has made any promise, representation, or warranty whatsoever respecting this Agreement, and that Self Applicator has not relied on any such promise, representation, or warranty.

Heirs and Successors Bound. This Agreement shall be binding upon and inure to the benefit of DuPont and Self Applicator hereto and their respective heirs, personal representatives, successors and assigns, and any corporation, partnership or other entity into or with which any party hereto may merge, consolidate or reorganize.

DuPont and Self Applicator have fully read and understood the terms and conditions above, and agree to be bound by them.

Signed,

E.I. du Pont de Nemours and Company

[insert signature]

C. Steven Williams
Manager Claims Resolution

AUTHORIZED SELF APPLICATOR:

If signature is by a trustee, executor, administrator, attorney-in-fact, officer of a corporation or other acting in a fiduciary or representative capacity, it must be so indicated and **proper evidence of authority satisfactory to DuPont must be submitted.**

A tax identification number must be provided for all non-residential properties, including golf courses, corporations, and companies. Please provide the requested tax identification number, and consult your tax advisor for determinations about whether your payment is taxable.

Agreements submitted without the proper authority and tax information will not be processed, and delays are likely to result while the missing information is obtained.

The Self Applicator **must have a witness present** when signing this Agreement. The witness **must then sign** the signature line below and provide the specified contact information.

Agreements submitted without a witness signature and all the pages will not be processed, and delays are likely to result while the missing material is obtained.

*The Undersigned represents that
I have full authority to sign.*

Witness

Signature

Signature

Printed Name

Printed Name

Title (if applicable)

Date

Business Name (if applicable)

Address

Tax ID No. (required for payment)

City, State, Zip

Date

Telephone Number



FOR OFFICIAL USE ONLY
CF3

IMPRELIS® NOTICE OF INTENT TO FILE AN APPEAL

By submitting this Notice you are stating that you intend to file an Appeal with the Appeals Panel or desire to have the Appeals Panel hear any dispute that may arise from resolution of a future warranty claim.

This form serves as notice of your intent to file an appeal of either your Claim Resolution Agreement or the Notice of Warranty Resolution that you received through the Imprelis® Claim Resolution Process. This form may also serve as notice of your intent to use the Appeal Process for any warranty disputes that may arise in the future, rather than the arbitration process set forth in your Claim Resolution Agreement if you have already signed a Claim Resolution Agreement.

Please indicate whether you are filing a Notice of Intent to File an Appeal for: (check one or more)

- Claim Resolution Agreement
- Notice of Warranty Resolution
- Warranty Claims that May Arise in the Future (if any)

DuPont will have at least 30 days to attempt to resolve the issue you wish to appeal. If you have not heard from DuPont within 30 days of submitting this Notice of Intent to File an Appeal, your appeal will proceed without your calling DuPont. If you disagree with the resolution DuPont proposes, or if you remain in discussion with DuPont after 30 days, you may choose to have the Appeals Panel hear your appeal. To do so, you will need to notify DuPont at least 30 days after submitting this Notice, by calling 1-886-796-4783.

Meritless or Bad Faith Appeals are subject to fines: There is no cost to use the appeal process, and no penalty for an appeal submitted in good faith regardless of whether you win or lose. If after reviewing your appeal, the Appeals Panel determines that you submitted an appeal that is wholly without merit, you will be required to pay a \$75 fee. If they also find that you filed an appeal in bad faith, you will be required to pay a penalty.

This Notice must be postmarked within 30 days of the time you receive notice that the Settlement has become final or 30 days after receipt of your Claim Resolution Agreement or Notice of Warranty Resolution, whichever is later. If you do not file this Form in a timely manner, and the Settlement becomes final, you will be deemed to have accepted the compensation offered in your Claim Resolution Agreement or Notice of Warranty Resolution. For more information, go to www.TreeDamageSettlement.com

Claim Number (from your Claim Resolution Agreement): _____

Your Name: _____ Your Title (if on behalf of Business): _____

Property Address: _____

Has your address or contact information changed since you received your Claim Resolution Agreement? Yes No

If yes, provide your updated contact information below:

Address: _____ Address Line 2: _____

City: _____ State, Zip Code: _____

Main Phone: _____ Cell Phone: _____

Email Address: _____





Please provide the following (if this notice pertains only to warranty claims that may arise in the future, you do not need to provide this information now):

1. Attach any evidence (including photographs, arborist reports, invoices, digital pictures, etc.) that you believe supports your appeal, which you would like the Appeals Panel to consider.
2. Attach a short explanation of the basis for your appeal. If you are objecting to the value, rating, or care assigned to a specific tree, please be sure to reference that specific tree according to the tree number that was assigned to it on the Site Inspection Form attached to your Claim Resolution Agreement. If there are additional trees not listed in your Claim Resolution Agreement that you believe were damaged by Imprelis® and that you want the Appeals Panel to consider, provide detailed information and photographs about those trees and their condition.

****NOTE: The Appeals Panel will not order or conduct a revisit of your property. The Appeals Panel will only consider the evidence presented by the parties, including the site inspection form and photos, and any evidence you submit with this Form. If you do not provide sufficient supporting evidence, your appeal may be denied.****

Are you represented by a lawyer in connection with this Notice? Yes No

If yes, please provide your lawyer's contact information:

Law Firm: _____ Address: _____
 Lawyer Name: _____ Address Line 2: _____
 Phone Number: _____ City: _____
 Email Address: _____ State, Zip Code: _____, _____

Please sign and date below. If you are not the property owner, please identify your relationship to the property owner.

Signature: _____ Date: ____ / ____ / ____
 Relationship to Property Owner: _____

Please send your completed, signed notice of Intent to:

**Imprelis® Appeals
P.O. Box 2964
Faribault, MN 55021-2964**