

Please read this entire Claims Resolution Agreement ("Agreement") carefully. By signing the Agreement, you agree to be bound by all of the terms and conditions set forth below.

CLAIM RESOLUTION AGREEMENT

This Claim Resolution Agreement ("Agreement") is entered into between E.I. du Pont de Nemours and Company ("DuPont") and an authorized owner of the property at 9400 BOERNER DR, HALES CORNERS, WI 53130. The authorized Owner ("Owner") represents that he or she holds title to the property at issue, and that all other persons or entities holding a fee simple, leasehold or other possessory interest in the property have authorized Owner to execute this Agreement, to bind them to the terms thereof, and to make choices about and receive services and payment on their behalf.

TREE REMOVAL AND REPLACEMENT

There may be laws or regulations and/or neighborhood or homeowner association rules that address tree removal or replacement. Before any removal and/or replacement of trees can take place under this Agreement, Owner must make sure that such action is in compliance with such laws, rules and/or regulations.

REMOVAL AND DISPOSAL

Service: DuPont recommends removal for all trees listed in Table 1. DuPont will arrange for proper removal and disposal of these trees by paying STANO LANDSCAPING or a tree removal company designated by DuPont directly for this service on Owner's behalf. Owner has the right to obtain and to retain samples from such trees or other materials of Owner's choosing. If Owner so chooses, Owner should arrange at Owner's expense to obtain and/or retain such materials. If trees listed in Table 1 have already been removed and disposed of properly, DuPont will pay Owner an amount to compensate Owner for removal of those trees. Owner will not receive payment for tree removal where DuPont has removed, arranged, or paid for the removal and disposal of a tree(s) prior to the Agreement.

REPLACEMENT

Payment: DuPont offers to pay Owner \$24,580.00 for the value of the trees listed in Table 1. Owner shall decide how to use this compensation and is not bound to purchase replacement tree(s). If Owner opts to use this compensation to replace trees, replacement tree or trees of the Owner's choosing may be purchased from (a) STANO LANDSCAPING, (b) one of DuPont's designated qualified tree replacers, or (c) a tree replacer of the Owner's choosing. A list of designated qualified tree replacers is available at www.imprelis-facts.com. If Owner decides to purchase replacement tree(s) from a tree replacer other than those listed on the designated qualified tree replacer list, the Limited Warranty for new trees identified below may not apply. If Owner chooses to purchase a replacement tree from STANO LANDSCAPING, Owner should inquire about any applicable replacement tree warranty. Not all trees (particularly trees greater

than 20 feet tall) will be able to be replaced with precise equivalents. Table 5 represents a listing of tree replacement prices that have been agreed to by DuPont's designated qualified tree replacers for the particular species of trees to be removed from Owner's property. If Owner is unable to arrange for tree replacement with another tree or trees of the same species from one of DuPont's designated qualified tree replacers at the prices set forth in Table 5, Owner may contact DuPont at 1-866-796-4783 for assistance. DuPont will work with its designated qualified tree replacers or another company to ensure that, if Owner so chooses, Owner can receive another tree or trees of the same species at the value promised.

New Tree Maintenance: In addition, DuPont will pay Owner \$150.00 per removed tree for new tree maintenance of any replacement trees.

Qualified Tree Replacer Limited Warranty for Replacement Trees: Each replacement tree planted by DuPont's designated qualified tree replacers will be covered by a two-year replacement guarantee supported by DuPont's designated qualified tree replacers. If Owner believes that the tree replacement guarantee is not being honored by DuPont's designated qualified tree replacers, Owner should contact DuPont at 1-866-796-4783 for assistance.

Any replacement tree will be planted in a workmanlike manner according to standard industry practice. Subject to the limitations below, any replacement tree that does not survive the period extending two years from the date of planting will be replaced by a tree of the same or similar value. A tree will only be replaced once during the warranty period. A new guarantee will not extend to a replacement tree planted during the warranty period.

The warranty excludes any damage to a tree outside of DuPont's designated qualified tree replacers' 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; and damage attributable to an Owner's failure to properly care for a replacement tree, such as improper watering, pruning, and fertilization. The limited warranty provided by DuPont's designated qualified tree replacers excludes any tree damage relating to Imprelis®.

TREE CARE

Payment: DuPont recommends tree care for the trees listed in Table 2, as care is required for these trees to have the best chance to thrive. DuPont will pay Owner \$2,224.00 so that Owner can provide tree care for each of these trees. DuPont recommends that Owner consult an arborist or lawn care professional for assistance in purchasing and/or ascertaining proper tree care for the trees listed in Table 2. Tree care for each tree may include pruning, shaping, watering, insect spraying, and other care.

Reassessment. If a tree receiving tree care remains alive at the end of the DuPont Limited Warranty period set forth below, but Owner reasonably believes that it will not recover because of its exposure to Imprelis®, DuPont will, at Owner's request, reassess the tree for possible removal and replacement or reasonable compensation. If a tree receiving tree care dies during

the DuPont Limited Warranty period set forth below because of its exposure to Imprelis®, DuPont will arrange to remove and replace the tree or provide reasonable compensation for the value of the tree. Owner should make any requests under this subparagraph by calling 1-866-796-4783. DuPont will not be responsible for reassessment, removal, replacement or compensation for any tree for which Owner has failed to provide appropriate care. When requesting reassessment of a tree, Owner agrees to provide adequate documentation, such as receipts, invoices, or other information, to verify that the Owner provided appropriate tree care to the trees identified on Table 2.

Important: If Owner removes (or authorizes anyone else to remove) any tree identified on Table 2 at a future time, Owner agrees that the removal and disposal will be performed in accordance with the instructions listed at www.imprelis-facts.com.

ADDITIONAL PAYMENT

In addition to the above, DuPont will make an additional payment to Owner. The amount of the additional payment is listed in the bottom row of Table 4, and represents 15% of the total value of the other payments and services DuPont is providing. This additional payment of \$4,935.60 is intended to compensate Owner for all other potential Imprelis®-related claims against DuPont that may exist, including but not limited to any claims for loss of aesthetic enjoyment; loss of use; loss in property value; or claimed damage to other trees, shrubs, grasses, or other plants.

DUPONT LIMITED WARRANTY

DuPont warrants against any damage to any tree on Owner's property (including replacement trees) caused by Imprelis® until December 31, 2013, or in the case of replacement trees, until a date two years after the date of planting. In the event that the Owner's property is sold, this limited warranty transfers with the property to the new owner. If Owner believes that a tree covered by this warranty has experienced damage caused by Imprelis®, it shall promptly inform DuPont by sending a letter detailing such damage and the reason Owner believes it is caused by Imprelis® to:

DuPont Imprelis® Claims 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 Owner has failed to provide the appropriate care.

RELEASE AND NOTICE

As consideration for the above, Owner agrees to forever release, acquit, and discharge DuPont, any third-party individuals or entities that applied or arranged for the application of Imprelis® on Owner'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 liabilities, actual and potential claims, demands, and causes of action, of whatever nature, whether known or unknown, foreseen or unforeseen, asserted or unasserted, that exist between or among Owner and any Released Party or Parties as related to Imprelis® or the application of Imprelis® to the Owner's property, this Agreement and the events surrounding its negotiation and execution, including but not limited to claims for fraud and fraudulent inducement. Owner 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 Settlement Agreement. Additionally, Owner 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 Settlement Agreement. This release does not include claims made under the DuPont Limited Warranty.

Owner and DuPont agree that no medical claim has been made or released by Owner that would implicate the Medicare Secondary Payer Act or the Medicare, Medicaid, and SCHIP Extension Act of 2007.

In executing this release, Owner understands and acknowledges that it may discover facts (including but not limited to facts about Imprelis® or DuPont) or damages, or incur damages that were unknown or unanticipated at the time this Agreement was signed. Even so, Owner expressly, knowingly, and voluntarily agrees that Owner's decision to enter into this Agreement is made with regard to such possible future discoveries, and the Agreement cannot be reopened in light of any such future discoveries.

NOTICE: DuPont advises Owner that other property owners have filed lawsuits against DuPont, including those seeking to certify class actions of which Owner 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, Owner is foregoing any right to participate in any of these other actions or to otherwise file suit against DuPont for claims released. OWNER 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.

OWNER'S REPRESENTATIONS, COVENANTS, AND WARRANTIES

Owner 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 Owner's attorney, insurers or others.

ARBITRATION AGREEMENT

Owner and DuPont agree that any and all claims or disputes of whatever nature between Owner and DuPont and/or any Released Party or Parties that arise out of or relate to Owner's claims, Imprelis®, or this Agreement (including but not limited to those relating to the DuPont Limited Warranty, 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 Owner 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. Owner agrees that any and all claims or disputes between it and any Released Party or Parties that arise out of or relate to this Agreement (including the DuPont Limited Warranty) in any way will be arbitrated on an individual basis and that there will be no class or representative actions in arbitration. Owner 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 Owner. Owner 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 Owner agree that an arbitrator may only award such relief as a court of competent jurisdiction could.

MISCELLANEOUS

Mandatory Disclosures. State and local laws may require that Owner disclose to potential buyers the existence of pending Imprelis® claims, as well as the warranties set forth in the Agreement. Owner may consult with an attorney of its choosing at any time regarding disclosure obligations that may arise during sale of this property.

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.

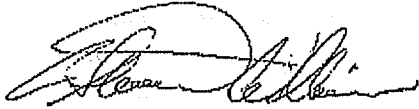
Integration. This Agreement memorializes and constitutes the entire agreement and understanding between and among DuPont and Owner, and supersedes and replaces all prior negotiations, proposed agreements, and agreements, whether written or unwritten. Owner acknowledges that no Released Party, or any agent or attorney of any Released Party, has made any promise, representation, or warranty whatsoever respecting this Agreement, and that Owner 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 Owner 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 Owner 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

A handwritten signature in black ink, appearing to read "C. Steven Williams". The signature is written in a cursive style with a large, looping initial "C".

C. Steven Williams
Manager Claims Resolution

Authorized Property Owner

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.

The Property Owner must have a witness present when signing this Agreement. The witness must then sign the signature line below and provide the specified contact information. The Owner must return all pages of the Agreement (including the Tables).

The Undersigned represents that
I have full authority to sign.

Authorized Property Owner:

Witness:

Signature

Signature

Printed Name

Printed Name

Title (if applicable)

Date

Business Name (if applicable)

Address

Social Security or Tax ID No.
Required for Payment Purposes

City, State Zip

Date

Telephone Number

**TABLE 1
TREES RECOMMENDED FOR REMOVAL AND REPLACEMENT**

Tree No.	Tree Species	Height (feet)	Removed Tree Value
1	Spruce Norway	21	\$2,500.00
6	Spruce Black Hills	15	\$1,000.00
7	Spruce Norway	19	\$1,910.00
8	Spruce Norway	22	\$2,500.00
10	Spruce Norway	22	\$2,500.00
11	Spruce Norway	25	\$3,500.00
12	Spruce Norway	19	\$1,910.00
13	Spruce Norway	19	\$1,910.00
14	Spruce Norway	19	\$1,910.00
15	Spruce Norway	18	\$1,120.00
16	Spruce Norway	19	\$1,910.00
17	Spruce Norway	19	\$1,910.00

**TABLE 2
TREES RECOMMENDED FOR CARE PROGRAM**

Tree No.	Tree Species	Height (feet)	Service Value
2	Spruce Norway	29	\$320.00
3	Spruce Norway	27	\$320.00
4	Spruce Black Hills	15	\$180.00
5	Spruce Black Hills	16	\$235.00
9	Spruce Norway	20	\$280.00
18	Amur Corktree	33	\$343.00
19	Locust Honey	34	\$460.00
20	Kentucky Coffee Tree	13	\$86.00

**TABLE 3
TREES RECOMMENDED FOR NO ACTION**

Tree No.	Tree Species	Height (feet)
N/A	N/A	N/A

**TABLE 4
VALUE OF COMPENSATION/SERVICES**

Category	Service or Payment	Value
Trees to be Removed	Service	\$4,300.00
Removed Tree Value	Payment	\$24,580.00
Replacement New Tree Maintenance	Payment	\$1,800.00
Care Program for Existing Trees	Payment	\$2,224.00
Total Claim Value		\$32,904.00
Additional Compensation -- 15% of Total Claim Value	Payment	\$4,935.60

**TABLE 5
REPLACEMENT VALUE TABLE**

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