

ESCROW DEPOSIT AGREEMENT

This Escrow Deposit Agreement (herein "Agreement") entered into on _____, 20__, by and between the Genetically Modified Rice Common Benefit Qualified Settlement Fund (the "Depositor"), and U. S. Bank National Association, a national banking association, as escrow and deposit agent (the "Agent"), all being duly authorized to execute and deliver this Agreement.

WHEREAS, the Depositor was established pursuant to the order of the United States District Court for the Eastern District of Missouri in *In Re Genetically Modified Rice Litigation*, Docket No. 4:06 1811 CDP and related cases for the purpose of creating a common benefit trust fund for the purpose of paying fees and expenses of attorneys who perform work benefitting all of the plaintiffs in such cases; and

WHEREAS, the Depositor has been established as a Qualified Settlement Fund under applicable rules and regulations of the Internal Revenue Code with a Taxpayer Identification Number of 27-3110035; and

WHEREAS, the Depositor, acting through its trustees (each a "Trustee" or collectively the "Trustees") desires (i) to establish an escrow and deposit fund (the "Deposit Fund") with the Agent for the purpose of holding, investing and disbursing funds, and (ii) that the Agent perform certain services with respect to such Deposit Fund, in each case, in accordance with the terms and conditions hereof; and

WHEREAS, Agent is willing to perform such services in accordance with the terms and conditions hereof and to establish the Deposit Fund hereunder,

NOW, THEREFORE, in consideration of the foregoing and of the agreements hereinafter set forth and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. APPOINTMENT OF AGENT. Depositor, acting through its Trustees, hereby appoints and designates U.S. Bank National Association as Agent for the purposes set forth herein, and Agent hereby accepts such appointment. Agent shall establish the Deposit Fund and agrees to hold, invest and disburse the Deposit Fund in accordance with this Agreement.

2. DEPOSITS. The Depositor shall cause to be transferred to Agent \$ _____, by wire transfer of immediately available funds, to an account designated by Agent for deposit into the Deposit Fund. From time to time, upon advance written notice to Agent, additional funds may be deposited into the Deposit Fund. Agent is hereby directed and authorized to invest the Deposit Fund in accordance with Exhibit A.

3. DISBURSEMENTS. The Agent shall disburse the Deposit Fund or portions thereof in accordance with the authorization and instructions received from a Trustee of the Depositor as identified on Exhibit B. Such disbursements shall be made within a commercially reasonable time upon receipt by the Agent of a disbursement authorization in the form of Exhibit C (the "Disbursement Authorization"), by electronic mail, facsimile transmission or otherwise. Agent has no duty to examine the Disbursement Authorization for authenticity, genuineness or completeness. The Trustees shall only instruct the Agent to make disbursements in compliance with the purposes of the Genetically Modified Rice Common Benefit Qualified Settlement Fund and in compliance with any relevant court order or court supervision; provided however, that the Agent shall have no duty to monitor, inspect, inquire of or determine such compliance.

4. AGENT. The duties and responsibilities of the Agent shall be limited to those expressly set forth in the Agreement. No implied duties of the Agent shall be read into this Agreement and the Agent shall not be subject to, or obliged to recognize, any other agreement or obligation of Depositor, the trustees or the beneficiaries of the Depositor even though reference thereto may be made herein. Without limiting the foregoing, Agent shall have no duty or liability with respect to any agreement or obligation that Depositor may have with or to any third party, nor to monitor or examine Depositor's performance or compliance under any such agreement or



obligation. In the event all or any part of the Deposit Fund shall be attached, garnished or levied upon pursuant to any court order, or the delivery thereof shall be stayed or enjoined by court order, or any other order, judgment or decree shall be made by any court affecting the Deposit Fund, Agent is expressly authorized to obey and comply with all final writs, orders, judgments or decrees so entered or issued by any court; and Agent shall not be liable to Depositor or to any other party due to such compliance.

Agent shall not be liable for any damages, losses or expenses unless such damages, losses or expenses are caused by Agent's willful default or gross negligence. Agent shall not incur any such liability with respect to any action taken or omitted in good faith in reliance upon any instrument, including any written instruction provided for herein, as to its due execution by an authorized person, validity and effectiveness, and truth and accuracy of information contained therein that Agent in good faith believes to be genuine, to have been signed by a proper person and to conform to the provisions of this Agreement. The Agent may consult with legal counsel of its own choosing and shall be fully protected in acting or refraining from acting in good faith and in accordance with the advice or opinion of such counsel. In no event shall Agent be liable for incidental, indirect, special, consequential or punitive damages (including, but not limited to lost profits), even if Agent has been advised of the likelihood of such loss or damage and regardless of the form of action. Under no circumstances shall Agent be liable for loss, liability or delay caused by accidents, strikes, fire, flood, war, riot, equipment breakdown, electrical or mechanical failure, acts of God or any cause which is reasonably unavoidable or beyond its reasonable control.

In the event of a dispute sufficient in the discretion of Agent to justify its doing so, Agent shall be entitled to tender the Deposit Fund into the registry or custody of any court of competent jurisdiction, and thereupon to be discharged from all further duties and liabilities under this Agreement. The filing of any such legal proceedings shall not deprive Agent of its compensation hereunder earned prior to such filing. Agent shall be under no duty to take any legal action in connection with this Agreement or towards its enforcement, or to appear in, prosecute or defend any action or proceeding that might cause it to incur any costs, expenses, losses or liability, unless and until it shall be indemnified to its satisfaction.

5. AGENT'S FEES AND EXPENSES. All fees and expenses of Agent shall be as set forth on Exhibit D attached hereto and incorporated herein and shall be paid by Depositor from the Deposit Fund. Agent is authorized to, and may, disburse to itself from the Deposit Fund, from time to time, the amount of any compensation and reimbursement of out-of-pocket expenses due and payable hereunder (including any amount to which Agent or any indemnified party is entitled to seek indemnification pursuant to this Agreement).

6. TERMINATION. This Agreement shall terminate upon the distribution of all of the Deposit Fund pursuant to the terms of this Agreement, provided that any termination shall not affect Depositor's obligations arising prior to such termination, including the obligation to pay Agent's fees.

7. INDEMNIFICATION OF AGENT. The Depositor and the Deposit Fund shall protect, defend, indemnify and hold harmless the Agent against any and all costs, losses, claims, damages, disbursement, liabilities and expenses, including reasonable costs of investigation, court costs and attorney's fees, which may imposed upon or incurred by Agent in connection with the performance of its duties hereunder, including any litigation arising out of this Agreement or involving the subject matter hereof; provided, however, that said indemnity shall not cover costs, losses, claims, damages, disbursements, liabilities and expenses arising out of Agent's willful misfeasance or gross negligence. The indemnification shall survive the termination of this Agreement or the resignation or removal of the Agent.

8. RESIGNATION OF AGENT. It is understood that the Agent reserves the right to resign as Agent at any time by giving written notice of its resignation, specifying the effective date thereof, to each other party hereto. Within thirty (30) days after receiving the aforesaid notice, the Depositor shall appoint a successor Agent to whom the Agent may distribute the property then held hereunder, less its fees, costs and expenses, including counsel fees and expenses which may remain unpaid at that time. If a successor Agent has not been appointed and has not accepted such appointment by the end of such thirty (30) day period, the Agent may apply

to a court of competent jurisdiction for the appointment of a successor Agent and the fees, costs and expenses (including reasonably counsel fees and expenses) shall be paid by Depositor.

9. NOTICES. All notices, instructions and other communications hereunder shall be in writing and shall be delivered by U.S. mail, hand, overnight delivery service, electronic mail or facsimile transmitter (with confirmed receipt) to the physical address, electronic address or facsimile number set forth in this Section 8, or to such other address as each party may designate for itself by like notice, and shall be deemed to have been given on the date received.

(i) If to Depositor:

(ii) If to Agent:

U.S. Bank National Association, as Agent
ATTN: Corporate Trust Administration

Facsimile:
Telephone:
E-mail:

10. ENTIRE AGREEMENT; BINDING EFFECT; MODIFICATION AND ASSIGNMENT. This Agreement contains the entire understanding by and among the parties hereto and shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns. None of the terms or conditions of this Agreement may be waived, modified or varied in any manner whatsoever unless in writing duly signed by Depositor and Agent. This Agreement may not be assigned by either party except with the prior written consent of the other party. However, any successor to the business of U. S. Bank National Association, whether by reorganization or otherwise, will act with like effect as though originally named.

11. ENFORCEABILITY AND GOVERNING LAW. The Depositor represents and warrants that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization, it has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder, and this Agreement constitutes its valid and binding agreement enforceable in accordance with its terms. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under _____ law, but if any provision shall be prohibited by or be invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remaining provisions of this Agreement. This Agreement shall be construed, enforced and administered in accordance with the laws of _____.

12. HEADINGS DESCRIPTIVE. Headings of the sections of the Agreements are inserted for convenience only and shall not in any way affect the meaning or construction of any provision of this agreement.

13. BUSINESS DAY. Business Day shall mean a day on which the Agent is open for the general transaction of business. If any action or time for performance pursuant to this Agreement is to occur on any Saturday, Sunday or holiday, such time for action or performance shall be extended to the next Business Day.

14. IDENTIFYING INFORMATION. To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. For a non-individual person such as a business entity, a charity, a trust, or other legal entity, the Agent requires documentation to verify its formation and existence as a legal entity. The Agent may ask to see financial statements, licenses, identification and authorization documents from individuals claiming authority to represent the entity or other relevant documentation. Depositor acknowledges

that a portion of the identifying information set forth herein is being requested by the Agent in connection with the USA Patriot Act, Pub.L.107-56 (the "Act"), and Depositor agrees to provide any additional information requested by the Agent in connection with the Act or any similar legislation or regulation to which Agent is subject, in a timely manner..

15. SECURITY ADVICE WAIVER. Depositor acknowledges that regulations of the Comptroller of the Currency grant it the right to receive brokerage confirmations of security transactions as they occur. Depositor specifically waives such notification to the extent permitted by law and acknowledges that it will receive periodic cash transaction statements that detail all investment transactions.

16. EXECUTION IN COUNTERPARTS. This Agreement and any instruction or direction related hereto may be executed in any number of counterparts, each of which when so executed shall be deemed an original, but all of which shall together constitute one and the same instrument.

17. TAX REPORTING. Agent shall have no responsibility for the tax consequences of this Agreement. Any interest or income on the Deposit Fund shall be reported on an accrual basis and shall be deemed to be for the account of the Depositor or the taxpayer identified in writing by the Depositor.

IN WITNESS WHEREOF, Depositor and Agent have caused this agreement to be executed by their authorized representatives as of the date first above written.

Genetically Modified Rice Common Benefit Qualified Settlement Fund ("Depositor")

By: _____
Its: _____

U. S. Bank National Association ("Agent")

By: _____
Its: _____

EXHIBIT A

U.S. BANK NATIONAL ASSOCIATION MONEY MARKET ACCOUNT AUTHORIZATION DESCRIPTION AND TERMS

The U.S. Bank Money Market account is a U.S. Bank National Association (“U.S. Bank”) interest-bearing money market deposit account designed to meet the needs of U.S. Bank’s Corporate Trust Services Escrow Group and other Corporate Trust customers of U.S. Bank. Selection of this investment includes authorization to place funds on deposit and invest with U.S. Bank.

U.S. Bank uses the daily balance method to calculate interest on this account (actual/365 or 366). This method applies a daily periodic rate to the principal balance in the account each day. Interest is accrued daily and credited monthly to the account. Interest rates are determined at U.S. Bank’s discretion, and may be tiered by customer deposit amount.

The owner of the account is U.S. Bank as Agent for its trust customers. U.S. Bank’s trust department performs all account deposits and withdrawals. Deposit accounts are FDIC Insured per depositor, as determined under FDIC Regulations, up to applicable FDIC limits.

AUTOMATIC AUTHORIZATION

In the absence of specific written direction to the contrary, U.S. Bank is hereby directed to invest and reinvest proceeds and other available moneys in the U.S. Bank Money Market Account. The U.S. Bank Money Market Account is a permitted investment under the operative documents and this authorization is the permanent direction for investment of the moneys until notified in writing of alternate instructions.

EXHIBIT B

Trustees of the Depositor and Specimen Signatures

(Only one signature shall be required for any direction or instruction.)

Name (Printed)	Title	Signature
----------------	-------	-----------

Name (Printed)	Title	Signature
----------------	-------	-----------

EXHIBIT C

AUTHORIZATION TO DISBURSE

Attention: U. S. Bank National Association
Attn: Corporate Trust Account Administration
Ref: Genetically Modified Rice Common Benefit Qualified Settlement Fund
Escrow Deposit Agreement
Account No. _____

RE: Escrow Deposit Agreement entered into on _____, 20__, by and between the Genetically Modified Rice Common Benefit Qualified Settlement Fund (the "Depositor"), and U. S. Bank National Association, a national banking association (the "Agent").

Agent is hereby authorized, ordered and directed to disburse to _____ the sum of \$ _____ from the Deposit Fund provided under the Escrow Deposit Agreement utilizing the following payment instructions:

Genetically Modified Rice Common Benefit Qualified Settlement Fund

By: _____, as Trustee of the Genetically Modified Rice Common Benefit Qualified Settlement Fund

Authorized Signature

EXHIBIT D

AGENT FEES AND EXPENSES

I. Acceptance Fee:

Waived

The acceptance fee includes the administrative review of documents, initial set-up of the account, and other reasonably required services up to and including the closing. This is a flat one-time fee, payable at closing.

II. Annual Administration Fee:

Waived

Annual administration fee for performance of the routine duties of the Agent associated with the management of the account. Administration fees are payable in advance without proration for partial years.

III. Disbursement and Reporting Processing Fees:

\$50 (per disbursement in excess of twenty per year)

Processing fees cover the routine duties of Agent associated with the administration of the account. This includes payment by check or wire and applicable 1099 reporting. This assumes that the Agent will receive complete and accurate payment and taxpayer information, upon which it can conclusively rely, on a timely basis.

IV. Out-of-Pocket Expenses:

At Cost

Reimbursement of expenses associated with the performance of our duties, including but not limited to fees and expenses of legal counsel, accountants and other agents, tax preparation, reporting and filing, publications, and filing fees.

V. Extraordinary Fees and Expenses:

Extraordinary fees are payable to the agent for duties or responsibilities not expected to be incurred at the outset of the transaction, not routine or customary, and not incurred in the ordinary course of business. Payment of extraordinary fees is appropriate where particular inquiries, events or developments are unexpected, even if the possibility of such things could have been identified at the inception of the transaction. Extraordinary services might include, without limitation, amendments or supplements, specialized reporting, non-routine calculations, foreign currency conversions, use investments not automated with the Agent's trust accounting system, and actual or threatened litigation or arbitration proceedings.

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. For a non-individual person such as a business entity, a charity, a Trust or other legal entity we will ask for documentation to verify its formation and existence as a legal entity. We may also ask to see financial statements, licenses, identification and authorization documents from individuals claiming authority to represent the entity or other relevant documentation.