

IN THE CIRCUIT COURT OF
HARRISON COUNTY, WEST VIRGINIA

LENORA PERRINE and other individuals residing in West Virginia,
on behalf of herself and all others similarly situated,

Plaintiffs,

vs.

Case No. 04-C-296-2
(Honorable Thomas A. Bedell)

E.I. DU PONT DE NEMOURS AND COMPANY,
a Delaware corporation doing business in West Virginia,

Defendant.

Stipulation of Parties and Settlement Administrator

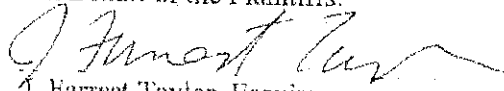
The Class Plaintiffs and the Defendant by their respective counsel, having previously entered into a settlement of the contested claims in this litigation pursuant to an executed Memorandum of Understanding dated November 19, 2010, and having done so with the assistance and mediation of Edgar Gentle III, designated "Settlement Administrator" by the Court, now wish to enter into a stipulation for the purpose of setting forth the clear and unambiguous meaning of certain portions of the aforesaid Memorandum of Understanding with the specific intent that the parties hereto shall be bound by this stipulation as the parties move forward with the institution of the thirty (30) year medical monitoring program as contemplated by the Memorandum of Understanding. By affixing their respective signatures hereto counsel for the plaintiffs, counsel for the defendant, and the Settlement Administrator all acknowledge the clear meaning of the aforesaid Memorandum of Understanding in pertinent part is as set forth below, and further acknowledge that this stipulation shall guide and control the administration of

the medical monitoring program as required by the Memorandum of Understanding. It is hereby agreed then as follows:

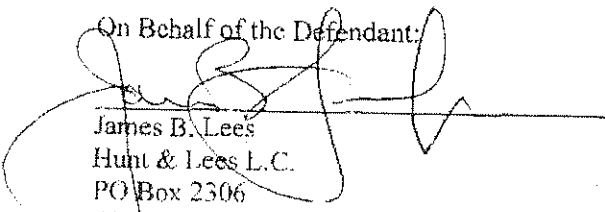
1. In having agreed to pay the sum of \$70,000,000.00 as part of the settlement of this matter, defendant DuPont as part of said payment has paid in full for any and all start-up costs and expenses necessary for the medical monitoring program to become up and running, and DuPont will not be billed for or responsible for any associated costs or expenses until the testing actually commences. At such time as the testing commences, DuPont will begin to pay for the medical monitoring program, including administration and testing expenses, consistent with the previous Orders of this Court. All such start-up costs and expenses for medical monitoring shall be paid from this total \$70,000,000.00 as further directed by this Court.
2. There shall be no requirement that a medical monitoring class member register for or avail themselves of the medical monitoring program or service in order to receive a cash payment from the medical monitoring fund, provided that class membership is proven.

By their respective signatures below the Parties by and through their respective counsel together with the Settlement Administrator so stipulate this 10th day of January, 2011.

On Behalf of the Plaintiffs:

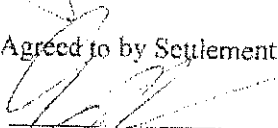

J. Farrest Taylor, Esquire
Cochran, Cherry, Givens, Smith, Lane &
Taylor, P.C.
163 West Main Street
Dothan, AL 36301

On Behalf of the Defendant:



James B. Lees
Hunt & Lees L.C.
PO Box 2306
Charleston, WV 25329

Agreed to by Settlement Administrator:



Edgar C. Gentle, III Esquire
Gentle, Pickens & Turner
Suite 1200, Two North Twentieth Building
2 North 20th Street
Birmingham, AL 35203