2011 RPM® Brand Seed and Technology Agreement

This Seed and Technology Agreement provides you the opportunity to purchase and plant proprietary varieties and hybrids containing or developed with technologies from the Provider*. The Agreement presently covers soybean varieties containing the Roundup Ready® gene; corn hybrids containing the Roundup Ready Corn 2 gene, Herculex® I insect protection trait, Herculex RW rootworm protection trait, Herculex XTRA traits, the YieldGard® Corn Borer gene, and/or a combination of these traits ("Seeds and Technologies").

This Agreement, once signed, will remain in effect until terminated in writing by you or by us. As new information and technologies become available, or if new terms are applicable, we will inform you in writing, at least yearly. Continuing to use the Seed and Technologies, subject to this Agreement, is an affirmation and an agreement that you are bound by these and any new terms. All new requirements will become incorporated by reference into this Agreement. If you have previously signed a RPM® technology agreement this Agreement replaces and terminates any previous agreements.

THIS AGREEMENT PROVIDES YOU:

- A limited license to purchase and plant the Provider's Seed and Technologies in compliance with the rights and restrictions set forth herein and on the bag and tag accompanying the Seed. See bag and tag for important information, which is incorporated by this reference, regarding license rights and restrictions as well as Limitation of Warranty and Arbitration under state seed laws.

YOU UNDERSTAND:

- The Seed and Technology may include patented subject matter owned by the Provider or licensed from a third party and protected under U.S. patent law. A list of applicable patents is set forth below and/or included on the tag accompanying the product. These Technologies are protected under U.S. patent and trade secret law.
- The Technologies can only be used in locations where the products have been approved for use by all required governmental agencies. See the appropriate Product Use Guide(s) for the applicable Technologies for more information on their use.
- Certain grain marketing responsibilities are required for some of these products due to their regulatory approval status outside of the United States.

YOU AGREE:

- To use the Seed and Technologies only for planting a commercial crop only in a single season.
- To not supply any of this Seed to any other person or entity for planting, and not to save any crop produced from this Seed for replanting, or supply saved seed to anyone for replanting.
- To not use this Seed or its progeny or provide it to anyone for crop breeding, seed production, research (other than to make agronomic comparisons and conduct yield testing) or market profiling.
- To comply with all rights and restrictions set forth on the bag and tag accompanying the Seed.
- To implement an Insect Resistance Management (IRM) program as specified in the appropriate Product Use Guide(s), comply with IRM requirements, and cooperate with IRM programs, on-farm IRM compliance assessments and research. The IRM program requires you to plant a corn refuge and follow EPA-mandated use restrictions as outlined in the appropriate Product Use Guide(s). Please refer to the appropriate Product Use Guide(s), which is (are) supplemental to this Agreement, for specific details related to these terms including refuge size, refuge distance and management requirements.
- That you are affirming your contractual obligation to follow IRM requirements. Failure to follow IRM requirements can result in loss of access to corn borer protected and corn rootworm protected hybrids for at least one year.
- Your information such as name, address, and phone number(s) which Pioneer has on file may be sent to a third party auditor to conduct an IRM compliance assessment.
- That you agree to participate with the third party conducting an on-farm IRM compliance assessment.
- The IRM requirements set forth in Product Use Guides and referred to in this Seed and Technology Agreement supersede the IRM requirements set forth in any previously executed agreement or Product Use Guide.

GENERAL CONDITIONS:

- The Grower's rights may not be transferred to anyone other than a duly authorized agent of the Grower without written consent of the Provider. If the Grower's rights are transferred with the Provider's consent or by operation of law, this Agreement is binding on the person or entity receiving the transferred rights.
- If the Grower intentionally breaches this Agreement, in addition to other penalties, the Grower's rights under this Agreement will terminate immediately and the Grower forfeits any right to obtain a license to the Seed and Technologies in the future. If this Agreement is terminated, you will no longer have a right under this Agreement to purchase Seed containing the subject Technologies. Any obligations that arose before termination will continue in effect.
- Grower agrees to pay any and all costs or expenses, including attorneys fees, incurred in the enforcement of rights under this Agreement against Grower.

THIS SEED AND TECHNOLOGY AGREEMENT IS GOVERNED BY THE LAWS OF THE STATE OF IOWA AND OF THE UNITED STATES. THE PARTIES AGREE TO CONSENT TO THE JURISDICTION OF THE U.S. DISTRICT COURT FOR THE SOUTHERN DISTRICT OF IOWA FOR ALL DISPUTES ARISING UNDER THIS AGREEMENT.

If you have any questions about this Agreement, contact your seed provider or call 800-853-2676. For details of the required IRM program and requirements, see the appropriate Product Use Guide(s). A copy is available from your seed provider.

Licensed or applicable U.S. patents include: for corn hybrids and soybeans containing the Roundup Ready gene - 5,322,938C1; 5,352,605C1; 5,530,196; 5,554,798; 5,593,874; RE39,247; 5,641,876; 5,717,084; 5,728,925; 5,859,347; 6,083,878; 6,025,545; 6,258,999 and 6,825,400; for corn hybrids containing YieldGard Corn Borer protection- 5,322,938C1; 5,352,605C1; 5,859,347 and 6,258,999; for corn hybrids containing Herculex I insect protection- 5,510,474; 5,550,318; 6,020,190; 6,218,188; 6,258,999; 6,573,240; 6,737,273; and 6,943,282; for corn hybrids containing Herculex RW rootworm protection-5,510,474; 6,020,190; 6,083,499; 6,127,180; 6,340,593; 6,548,291; 6,624,145; and 6,893,872; for corn hybrids containing Herculex XTRA insect protection- 5,510,474; 5,550,318; 6,020,190; 6,083,499; 6,127,180; 6,218,188; 6,258,999; 6,340,593; 6,548,291; 6,573,240; 6,624,145; 6,737,273; 6,893,872; and 6,943,282.

I, the undersigned Customer, acknowledge that I have read and understand the terms and conditions of this RPM® brand Seed and Technology Agreement and that I agree to them.

SIGNATURE OF GROWER OR ACCOUNT OWNER _____ **MONTH** / **DAY** / **YEAR**

GROWER FIRST NAME **GROWER LAST NAME**

GROWER ENTITY NAME (IF APPLICABLE)

GROWER ADDRESS

GROWER CITY **GROWER STATE** **GROWER ZIP**

GROWER PHONE NUMBER (BUSINESS) - -

SELLER NAME

SELLER PHONE NUMBER - -

Mail completed forms to Doebler's Pennsylvania Hybrids, Inc., 202 Tiadaghton Ave., Jersey Shore, PA 17740

White Copy - Return to Doebler's Yellow Copy - Customer Copy

®YieldGard and Roundup Ready are registered trademarks used under license from Monsanto Company. Herculex® insect protection technology by Dow AgroSciences and Pioneer Hi-Bred. ®Herculex is a registered trademark of Dow AgroSciences LLC. * Provider refers to Pioneer Hi-Bred International, Inc. RPM® is a registered trademark of Pioneer Hi-Bred. RPM® brand seed is distributed by Doebler's Pennsylvania Hybrids Inc.