

SYNGENTA SEEDS, INC. STEWARDSHIP AGREEMENT

**GROWER INFORMATION – Complete Section A OR Section B
PLEASE PRINT CLEARLY**

Section A – For Individual (Sole Proprietorship) Grower

Grower Name (Last First MI) _____

Farming or "Doing Business As" (d/b/a/ Name): _____

Address: _____

City: _____ State: _____ Zip Code: _____

Business Phone: _____ County: _____

E-mail Address: _____

Customer ID #: _____

Technology #: _____

Section B – For Business Entity Grower

Business Name: _____

Business Type (Check One):

Corporation

Partnership

Limited Liability Company (LLC)

Other – please specify: _____

Authorized Representative's Name and Address:

Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Business Phone: _____ County: _____

E-mail Address: _____

Customer ID #: _____

Technology #: _____

OFFICE USE ONLY

Dealer Name: _____

Dealer Number: _____

Dealer Phone: _____

Third Party Syngenta-Licensee: _____

This Stewardship Agreement ("Agreement") is entered into between You ("Grower") and Syngenta Seeds, Inc., 11055 Wayzata Blvd., Minnetonka, Minnesota 55305 ("Syngenta"). By signing and returning this Agreement the Grower receives from Syngenta a limited license to use the following technologies as they are contained in any Syngenta seed product and/or in any seed product distributed by a third party Syngenta-licensee (such as products collectively referred to as "Seed Product"):

- (i) Agrisure® CB/LL corn, Agrisure GT corn, Agrisure RW corn, Agrisure Viptera™ corn (the "Agrisure Technologies");
- (ii) Herculex® I, Herculex RW corn, Herculex RW corn, Herculex XTRA Insect Protection (the "DAS Technologies"); and
- (iii) Genuity® Roundup Ready 2 Yield™ soybeans (the "Genuity RR2Y Technology").

The Agrisure Technologies, DAS Technologies and Genuity RR2Y Technology shall collectively be referred to as the "Licensed Technologies" throughout this Agreement.

YOU, THE UNDERSIGNED GROWER, HEREBY ACKNOWLEDGE AND AGREE THAT: (1) YOU HAVE READ, UNDERSTAND, AND AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT; (2) THIS IS A LEGALLY BINDING CONTRACT; (3) YOU ARE FULLY AUTHORIZED TO ENTER INTO THIS AGREEMENT; AND (4) YOU ARE VOLUNTARILY ENTERING INTO THIS AGREEMENT WITH THE INTENT TO BE BOUND BY ITS TERMS AND CONDITIONS.

Grower Signature

(individual at farm level responsible for planting, management of refuge, and grain marketing)

Date

Grower Name (Please Print Clearly)

Thank you for choosing one or more of the Licensed Technologies. Return this Agreement to Syngenta at the address shown at the bottom of this Agreement. If you have any questions regarding the Licensed Technologies or this Agreement please call the Syngenta Customer Resource Center at: 1-866-SYNGENT[A] (1-866-796-4368).

STEWARDSHIP

Grower acknowledges the receipt of the applicable Seed Product Stewardship Guide ("Stewardship Guide"). Grower agrees to read and comply with the provisions of the most current Stewardship Guide, as it may be amended from time to time via paper or electric means or by modification to the Agrisure web site, which is incorporated into and is a part of this Agreement. Additional information or a full version of the Stewardship Guide can be obtained at: www.agrisuretraits.com.

For so long as Grower has a valid Agreement in effect with Syngenta, Syngenta will provide Grower with any updates to the Stewardship Guide, information on new or existing technologies to be added to the Licensed Technologies, or new terms to this Agreement, which may be provided via paper or electronic means or by modification to the Agrisure web site www.agrisuretraits.com. Grower's use of the Licensed Technologies after receipt of any new terms constitutes Grower's agreement and commitment to be bound by the new terms.

This Agreement, once signed by Grower and accepted by Syngenta, will remain in effect until terminated by Grower or Syngenta. This Agreement constitutes the entire agreement between Grower and Syngenta regarding the subject matter hereof and all prior negotiations and understandings between the Grower and Syngenta with respect to such subject matter are hereby superseded. Any prior stewardship agreements between Grower and Syngenta are hereby superseded.

GROWER'S LIMITED USE LICENSE(S)

Grower acknowledges that the Agrisure Technologies are protected under one or more of the following U.S. patents: 5,352,605; 6,114,608; 6,403,865; 6,566,587; 5,641,876; RE 37287; RE36449; 5,466,785; 5,767,378; 5,994,629; 6,018,099; 6,121,014; 7,030,295; 7,230,167; 7,276,583; 7,361,813; 5,877,012; 6,107,279; 6,137,033; 5,849,870; 5,889,174; 5,990,383; 5,994,629; and 6,018,099 (all of the foregoing are hereafter collectively referred to as the "Syngenta Patents").

Grower acknowledges that the DAS Technologies are protected under one or more of the following U.S. patents: 6,573,240; 6,737,273; 6,218,188; 5,538,880; 5,538,877; 5,489,520; 5,550,318; 5,484,956; 5,919,675; 6,331,665; 5,510,474; 6,020,190; 6,127,180; 6,548,291; 6,524,145; 6,340,593; 6,893,872; 6,083,499; 6,900,371; and 6,943,282 (all of the foregoing are hereafter collectively referred to as the "DAS Patents").

Grower acknowledges that the Genuity RR2Y Technology is protected under one or more of the following U.S. patents: 5,717,084; 5,728,925; 5,804,425; 6,660,911; 6,949,696; 7,141,722 and RE 39,247 (all of the foregoing are hereafter collectively referred to as the "Monsanto Patents"). The Syngenta Patents, DAS Patents and Monsanto Patents are collectively referred to as the "Patents."

Upon receipt and acceptance by Syngenta of this Agreement unaltered and executed by Grower, Grower is granted, under the applicable Patents, a limited use license to purchase from authorized dealers and plant corn and soybean Seed Products containing the Licensed Technologies to produce a single commercial grain crop upon the terms and conditions of this Agreement.

This license only covers the United States and does not authorize Grower to plant Seed Products, that have been purchased and/or acquired in another country, on land located in the United States, nor to plant Seed Products, that have been purchased and/or acquired in the United States, on land located in any other country.

GROWER RESPONSIBILITIES

Grower agrees to:

- Channel grain produced from Seed to appropriate markets as necessary to prevent movement to markets where the grain has not yet received regulatory approval for import;
- Use Seed Products solely for planting a single commercial corn or soybean crop;
- Not supply, transfer, license or sublicense any Seed Products to any other person or entity for planting or any other purpose;
- Not to save any grain produced from Seed Products for planting by Grower or any other person or entity;

- Not to use or allow others to use Seed Products, grain produced from Seed Products, the Licensed Technologies or any plant material containing the Licensed Technologies for crop breeding, research (including, without limitation, agronomic testing or generation of cooperative data against corn or soybean seed containing non-Licensed Technologies), generation of registration data or Seed production (unless Grower has entered into a valid, written production agreement with a licensed seed company expressly authorizing one of more of these actions);
- Abide by the terms of the Stewardship Guide, as it may be updated from time to time as described above; and
- Communicate all applicable stewardship requirements and obligations to any of its employees and agents with respect to handling of or work involving Seed Products and/or grain produced from Seed Products, and monitor such employees' and agents' compliance with Grower's responsibilities under this Agreement.

GROWER UNDERSTANDS

- **Channeling:** Grain harvested from corn hybrids containing Agrisure Technologies and DAS Technologies, or soybean varieties containing the Genuity RR2Y Technology, may not be fully approved for grain exports to Japan or the European Union. The grain from hybrids that do not have the appropriate import approvals from Japan or the European Union must be directed to domestic uses and away from export channels. For more information on Grower's grain marketing options, go to www.agrisuretraits.com.
- **Regulatory Approvals:** The Licensed Technologies may only be used in the United States where the Seed Products have been approved for use by all required government agencies.
- **Insect Resistance Management (IRM):** When planting any Seed Products which contain Agrisure Technologies and/or DAS Technologies, Grower must implement appropriate Insect Resistance Management programs as specified in the Stewardship Guide, as it may be updated from time to time as described above.

TERM AND TERMINATION

- Either party may terminate this Agreement at any time for any reason by sending written notice of termination to the other party at the address for such party specified above. In the case of termination of this Agreement by Grower, such notice of termination must include Grower's full name and address. Further, Syngenta may terminate this Agreement for failure of Grower to fully comply with the Grower Responsibilities described above.
- If Grower violates the terms of this Agreement, in addition to other remedies available to Syngenta and any owner of the Patents listed above, Grower may forfeit any right to obtain a license to the Licensed Technologies in the future.
- Upon termination of this Agreement, Grower will no longer have a right to purchase or use Seed Products, however, Grower's obligations (including but not limited to the above Grower Responsibilities) and Syngenta's rights that arose under this Agreement prior to termination will continue in effect.

GENERAL PROVISIONS

- Grower acknowledges that Grower has either received a copy of the Stewardship Guide (at Grower's request) or will access the applicable Stewardship Guide at www.agrisuretraits.com. Grower's continuing use of the Licensed Technologies after receipt of any updates to the Stewardship Guide and/or any new terms of this Agreement as described above, constitutes Grower's agreement to be bound by the updates and new terms.
- Grower's rights may not be transferred to any other person or entity without the prior written consent of Syngenta.
- If any provision(s) of this Agreement is determined to be void or unenforceable, the remaining provisions shall remain in full force and effect.
- Grower agrees to communicate all applicable terms, conditions and restrictions on Seed Products, whether under this Agreement, the Stewardship Guide or otherwise to all persons and entities possessing or taking an interest in Grower's Seed Products and/or grain therefrom.
- Grower consents to Syngenta, its representatives and the representatives of any owner of the Patents listed above: (i) entering upon Grower's land where the Licensed Technologies have been planted or are growing as well as the refuge area for purposes of examining the land, examining Grower's crop and taking samples thereof; (ii) reviewing the Farm Service Agency crop reporting information, including Forms 578 and corresponding aerial photographs; and (iii) obtaining copies of invoices of Grower seed and chemical transactions from Grower's seed and/or chemical dealer.
- Grower agrees that Syngenta and any owners of the Patents listed above shall be entitled to recover any costs or expenses, including reasonable attorneys fees, incurred in enforcing its or their rights under this Agreement.
- The failure of Syngenta or any owners of Patents listed above to exercise one or more of its or their rights under this Agreement on one or more occasions shall not be deemed a waiver on the part of Syngenta or such Patent owner to exercise such right(s) on one or more subsequent occasions.
- Grower agrees that, should any information Grower provides to Syngenta under this Agreement change, Grower will promptly provide Syngenta with Grower's updated information at the Syngenta address provided below.

LIMITATIONS OF WARRANTIES AND REMEDIES

Syngenta warrants that the Licensed Technologies licensed hereunder conform to the written description on the seed tag affixed to each unit of Seed Products containing the Licensed Technologies. This warranty applies only to the Licensed Technologies contained in Seed Products that have been purchased from Syngenta, seed companies licensed by Syngenta, or their authorized dealers or distributors and planted from the original sealed bag. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WHICH ARE HEREBY EXPRESSLY DISCLAIMED. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE LABEL.

No claim shall be asserted against Syngenta unless Grower reports to Syngenta promptly after discovery any condition that might lead to a complaint. All claims must be asserted within one year from the date of acceptance. GROWER'S EXCLUSIVE REMEDY FOR ANY CLAIM OR LOSS, INCLUDING, WITHOUT LIMITATION, CLAIMS RESULTING FROM BREACH OF WARRANTY, BREACH OF CONTRACT, TORT, STRICT LIABILITY OR NEGLIGENCE, SHALL BE LIMITED TO REPAYMENT OF THE AMOUNT OF THE PURCHASE PRICE. IN NO EVENT SHALL SYNGENTA, ITS DISTRIBUTORS, OR DEALERS BE LIABLE FOR ANY INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES.

THIRD PARTY TRAIT PROVIDERS / INTENDED BENEFICIARIES

Grower acknowledges and agrees that this Agreement is entered into for the benefit of third party trait providers (e.g., Dow AgroSciences and Monsanto Company), to the extent their trait technologies are contained in any Seed Products used by Grower. Grower further acknowledges and agrees these third party trait providers are intended third party beneficiaries of this Agreement entitled to enforce its provisions, as they may pertain to their respective traits, against Grower including maintaining legal actions directly against Growers for breach of this Agreement including, but not limited to, breach of the Grower Responsibilities Section.

GOVERNING LAW

This Agreement and the parties' relationship shall be governed by the laws of the state of Minnesota and the United States (other than the choice of laws rules). WITH RESPECT TO THE MONSANTO PATENTS, GROWER IS HEREBY NOTIFIED THAT MONSANTO COMPANY, OR ITS AFFILIATES, IS THE OWNER/LICENSEE OF SUCH PATENTS AND HAS THE EXCLUSIVE RIGHT TO ENFORCE ITS RIGHTS UNDER SAID PATENTS. WITH RESPECT TO THE MONSANTO PATENTS, GROWER CONSENTS TO THE SOLE AND EXCLUSIVE PERSONAL JURISDICTION AND VENUE OF THE UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF MISSOURI, EASTERN DIVISION FOR ANY AND ALL ACTIONS ARISING OUT OF OR RELATING TO GROWER'S BREACH OF THE GROWER RESPONSIBILITIES OR ANY OTHER TERM OF THIS AGREEMENT RELATED TO THE MONSANTO PATENTS, INCLUDING THE LIMITATIONS HEREOF, THAT CAUSE GROWER TO INFRINGE ANY OF MONSANTO PATENTS.

Mail ORIGINAL form to:

Syngenta Seeds, Inc.
 Attn: Agrisure Stewardship
 P.O. Box 959
 Minneapolis, MN 55440