

SYNGENTA SEEDS, LLC 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 # (optional): _____
 Technology # (optional): _____

Section B – For Business Entity Grower

Business Name: _____
 Business Type (Check One):
 Corporation Limited Liability Company (LLC)
 Partnership
 Other – please specify: _____
 Principle Place of Business:
 Address: _____
 City: _____ State: _____ Zip Code: _____
 County: _____ Business Phone: _____
 Customer ID # (optional): _____
 Technology # (optional): _____
 Authorized Representative Name: _____
 E-mail Address: _____

OFFICE USE ONLY

Reseller Name: _____
 Reseller Number: _____
 Reseller Phone: _____
 Third Party Syngenta-Licensee: _____

k _____
h _____
Mail:
Syngenta Seeds, LLC, Attn: Stewardship
 ‡ _____
Minne _____, **MN 55**
Fax: 1-800-858-8664, or email: syngenta.stewardship@syngenta.com

This Stewardship Agreement (“Agreement”) is entered into between You (“Grower”) and Syngenta Seeds, LLC, a Delaware limited liability company (“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 products collectively referred to as “Seed Product”):

- (i) Agrisure® CB/LL corn, Agrisure GT corn, Agrisure RW corn, Agrisure Viptera™ corn, and Agrisure Duracade™ corn (the “Agrisure Technologies”);
- (ii) Herculex® I, Herculex RW corn, Herculex XTRA Insect Protection (the “DAS Technologies”);
- (iii) Genuity® Roundup Ready 2 Yield™ soybeans (the “Genuity RR2Y Technology”);
- (iv) Roundup Ready 2 Xtend® soybeans (the “RR2 Xtend Technology”)
- (v) LibertyLink® soybeans (the “LibertyLink Technology”); and
- (vi) the soybean varieties and corn hybrids (a) covered by the patents and/or PVPs listed on the bags and/or tags and sold under the following brands or any other brands listed on the Agrisure Website (defined below): NK, Northrup King, Golden Harvest, Garst, Syngenta, Phoenix, or Catalyst; and/or (b) covered by the patents and/or PVPs listed on the Agrisure Website (defined below) as updated from time to time by Syngenta (the “Germplasm Technologies”).

The Agrisure Technologies, DAS Technologies, Genuity RR2Y Technology, RR2 Technology, LibertyLink Technology and Germplasm Technologies 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 ON PAGES 1 AND 2 OF THIS AGREEMENT; (2) THIS IS A LEGALLY BINDING AGREEMENT; (3) YOU ARE FULLY AUTHORIZED TO ENTER INTO THIS AGREEMENT; AGREEMENT; AND (4) YOU ARE VOLUNTARILY ENTERING INTO THIS WITH THE INTENT TO BE BOUND BY ITS TERMS AND CONDITIONS

Grower Signature _____ **Date** _____

Grower Name (Please Print Clearly)

Thank you for choosing one or more of the Licensed Technologies. Return the white copy of this Agreement to Syngenta at the address shown at the bottom of page 2 of this Agreement. If You have any questions regarding the Licensed Technologies or this Agreement, please call the Syngenta Customer Resource Center at: 1-877-GRO-CORN (1-877-476-2676).

STEWARDSHIP

Grower agrees to read and comply with the provisions of the most current Insect Resistance Management Stewardship Guide (“Stewardship Guide”), as it may be unilaterally amended by Syngenta from time to time via paper or electric means or by modification to www.syngentastewardship.com, or such other website as Syngenta may designate from time to time (the “Agrisure Website”), which is incorporated into and is a part of this Agreement. Syngenta may also unilaterally amend this Agreement to add or remove technologies included in the Licensed Technologies and to modify to the lists of Patents (as defined below) and third party licensors by modification of the form Syngenta Seeds, LLC, Stewardship Agreement on the Agrisure Website. Grower’s use of the Licensed Technologies after posting of such form or Stewardship Guide further confirms Grower’s agreement and commitment to be bound by the new form of agreement and Stewardship Guide.

This Agreement, once signed by Grower and provided to Syngenta, will remain in effect until terminated by Grower or Syngenta. This Agreement (including the most current Stewardship Guide and form), together with the terms on the label of packaging containing Seed Products, constitute 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 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; 6,624,145; 6,340,593; 6,893,872; 6,083,499; 6,900,371; and 6,943,282 (collectively referred to as the “DAS Patents”).

Grower acknowledges that the Genuity RR2Y Technology and RR2 Xtend Technology are protected under one or more of the following U.S. patents: 5,717,084; 5,728,925; 6,949,696; 7,141,722; 7,608,761; 7,632,985, 7,812,224; 7,838,729; 7,884,262; 8,119,380; 8,501,407; 8,629,323 and RE 39,247 (collectively referred to as the “Monsanto Patents”).

Grower acknowledges that the LibertyLink Technologies are protected under one or more of the following U.S. patents: 7,112,665, 5,646,024, 5,561,236, 5,908,810, and 5,739,082 and may also be subject to other intellectual property rights (hereafter referred to as the “Bayer Patents”).

The DAS Patents, the Monsanto Patents, the Bayer Patents and the patents, patent applications, and PVPs owned or controlled by Syngenta and/or its affiliates which cover the Agrisure Technologies and the Germplasm Technologies are collectively referred to as the “Patents.”

Upon receipt by Syngenta of this Agreement signed by Grower, Grower is granted, under the applicable Patents, a limited use license to plant corn and soybean Seed Products containing the Licensed Technologies purchased in the United States to produce a single commercial grain crop in the United States under the terms and conditions of this Agreement. Any modification to such Agreement by Grower is void. Such limited use licenses granted by Dow AgroSciences, Bayer CropScience or Monsanto are provided through Syngenta as Syngenta is authorized to act on behalf of Dow AgroSciences, Bayer CropScience and Monsanto for that purpose.

GROWER RESPONSIBILITIES Grower agrees to:

- Channel grain produced from Seed Products (whether corn or soybeans) 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 agreement with Syngenta or a licensed seed company expressly authorizing one of more of these actions or for the limited purpose of conducting field evaluation research trials solely as set forth on "Plot Seed" and/or "Sample Seed" bags of Seed Products provided to Grower by Syngenta); and
 - Abide by the terms of the Stewardship Guide (including Insect Resistance Management programs for Licensed Technologies), as it may be amended from time to time as described above, and cause its employees and representatives to do the same.

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 herein. In the case of termination of this Agreement by Grower, such notice of termination must include Grower's full name and address.
- 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 use Seed Products or Licensed Technologies, 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 understands that grain harvested from corn hybrids containing Agrisure Technologies and DAS Technologies, or soybean varieties containing the Genuity RR2Y Technology, RR2 Xtend, or LibertyLink Technology, may not be fully approved for all grain exports markets. For more information on Grower's grain marketing options, go to the Agrisure Website.
- Grower's rights may not be transferred to any other person or entity without the prior written consent of Syngenta. Any such attempted assignment is void.
- 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 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 in prior years or are growing as well as the refuge area for purposes of examining the land, examining Grower's crop, taking samples thereof and testing such samples; (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 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 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 GROWER INFORMATION provided above change, Grower will promptly provide Syngenta with Grower's updated information at the Syngenta address provided above.

LIMITATIONS OF WARRANTIES AND REMEDIES

Syngenta makes no warranty with regard to the Seed Products or Licensed Technologies except as set forth on the label of the packaging of each unit of Seed Product 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. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD PARTY PATENTS, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE, ALL OF WHICH ARE HEREBY EXPRESSLY DISCLAIMED. THIS WARRANTY IS VOID IF THE SEED PRODUCT IS TREATED OR REPACKAGED BY ANY PARTY OTHER THAN SYNGENTA. TO THE EXTENT PERMITTED BY STATE AND FEDERAL SEED LAWS ALL SEED PRODUCT SOLD BY SYNGENTA IS SOLD AS IS. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE LABEL OF THE PACKAGING OF EACH UNIT OF SEED PRODUCT.

Syngenta must have prompt notice of any claim arising from the Seed Products or Licensed Technologies so that an immediate inspection of any allegedly affected Seed Product or crop can be made. Grower has thirty (30) days from discovery of a condition that may lead to a claim to report such condition to Syngenta. Grower acknowledges that time is of the essence in reporting a condition, and that Syngenta would be prejudiced if unable to inspect the condition in a timely manner. Reporting any such condition within thirty (30) days of discovery is a condition precedent to any claim against Syngenta arising from such condition. All claims must be filed within one year from the date the Seed Product was acquired by Grower or the claim is barred. GROWER'S EXCLUSIVE REMEDY AND SYNGENTA'S SOLE LIABILITY 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 OR LICENSE PRICE OF THE SEED PRODUCT. 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, Bayer CropScience and Monsanto Company), to the extent their Licensed 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 without regard to choice of laws rules. WITH RESPECT TO THE MONSANTO PATENTS, GROWER IS HEREBY NOTIFIED THAT MONSANTO COMPANY, OR ITS AFFILIATES, IS THE OWNER/LICENSOR OF SUCH PATENTS AND HAS THE EXCLUSIVE RIGHT TO ENFORCE ITS RIGHTS UNDER SAID PATENTS. WITH RESPECT TO THE BAYER PATENTS, GROWER IS HEREBY NOTIFIED THAT BAYER CROPSCIENCE, OR ITS AFFILIATES, IS THE OWNER/LICENSOR OF SUCH PATENTS AND HAS THE EXCLUSIVE RIGHT TO ENFORCE ITS RIGHTS UNDER SAID PATENTS. WITH RESPECT TO THE MONSANTO PATENTS AND THE BAYER 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 OR BAYER PATENTS, INCLUDING THE LIMITATIONS HEREOF, THAT CAUSE GROWER TO INFRINGE ANY OF MONSANTO PATENTS OR BAYER PATENTS.