

# 2009 MONSANTO TECHNOLOGY/STEWARDSHIP AGREEMENT

(Limited Use License)

PLEASE MAIL THE SIGNED 2009 MONSANTO TECHNOLOGY/STEWARDSHIP AGREEMENT TO:  
Grower Licensing, Monsanto, 622 Emerson Road, Suite 150, St. Louis, MO 63141

## GROWER INFORMATION (please print)

Please complete this section with your business information. To sign this Monsanto Technology/Stewardship Agreement ("Agreement") you must be the operator/grower for all fields that will grow plants from Seed (as defined below). You represent that you have full authority to and do hereby bind to this Agreement yourself, all entities for which you obtain Seed, all individuals and entities having an ownership interest in any entities for which you obtain Seed, and that Monsanto Company has not barred any of those individuals or entities from obtaining this limited-use license. Your name must be filled in and must match the signature below. This Agreement becomes effective if and when Monsanto issues the Grower a license number from Monsanto's headquarters in St. Louis, Missouri. Monsanto does not authorize seed dealers or seed retailers to issue a license of any kind for Monsanto Technologies.

<b>Grower's Full Legal Name (First/Middle/Last)</b>	<b>Dr.</b>	<b>Mr.</b>	<b>Mrs.</b>	<b>Ms.</b>	<b>Suffix (Sr, Jr, II, III)</b>	<b>Farm Business Name</b>		
<b>Grower's Mailing Address</b>						<b>Farm Physical Address (if different)</b>		
<b>Grower's City</b>						<b>Farm City</b>	<b>State</b>	<b>Zip</b>
<b>State</b>	<b>Zip</b>	<b>Area Code</b>	<b>Business Phone</b>	<b>Fax</b>	<b>Email</b>			

## SEED SUPPLIER

<b>Business Name</b>					
<b>Area Code</b>	<b>Phone</b>	<b>City</b>	<b>State</b>	<b>Zip</b>	

## Form Number

<b>Form Number</b>

## THIS SPACE FOR MONSANTO OFFICE USE ONLY, PLEASE LEAVE THIS SECTION BLANK:

Lic. #:	Batch #:	Date:
---------	----------	-------

This Monsanto Technology/Stewardship Agreement is entered into between you (Grower) and Monsanto Company (Monsanto) and consists of the terms on this page and on the reverse side of this page.

This Monsanto Technology/Stewardship Agreement grants Grower a limited license to use Roundup Ready<sup>®</sup> soybeans, Roundup Ready 2 Yield<sup>™</sup> soybeans, YieldGard<sup>®</sup> Corn Borer corn, YieldGard<sup>®</sup> Rootworm corn, YieldGard<sup>®</sup> Rootworm with Roundup Ready<sup>®</sup> Corn 2 corn, YieldGard<sup>®</sup> Plus corn, YieldGard<sup>®</sup> Plus with Roundup Ready<sup>®</sup> Corn 2 corn, Roundup Ready<sup>®</sup> Corn 2 corn, Roundup Ready<sup>®</sup> Corn Borer with Roundup Ready<sup>®</sup> Corn 2 corn, YieldGard VT Triple<sup>™</sup> corn, YieldGard VT Rootworm/RR2<sup>™</sup> corn, YieldGard VT PRO<sup>™</sup> corn, YieldGard VT PRO/RR2<sup>™</sup> corn, Roundup Ready<sup>®</sup> cotton, Bollgard<sup>®</sup> cotton, Bollgard<sup>®</sup> with Roundup Ready<sup>®</sup> cotton, Bollgard II<sup>®</sup> cotton, Bollgard II<sup>®</sup> with Roundup Ready<sup>®</sup> cotton, Roundup Ready<sup>®</sup> Flex cotton, Bollgard II<sup>®</sup> with Roundup Ready<sup>®</sup> Flex cotton, Maver<sup>®</sup> High Value Corn with Lysine, Vistive<sup>®</sup> soybeans, Roundup Ready<sup>®</sup> sugarbeets, Roundup Ready<sup>®</sup> canola, and Roundup Ready<sup>®</sup> alfalfa, ("Monsanto Technologies"). Seed containing Monsanto Technologies are referred to herein as ("Seed"). This Agreement also contains Grower's stewardship responsibilities and requirements associated with the use of Seed and Monsanto Technologies.

**General Terms:** Grower's rights may not be transferred to anyone else without the written consent of Monsanto. If Grower's rights are transferred with Monsanto's consent or by operation of law, this Agreement is binding on the person or entity receiving the transferred rights. If any provision of this Agreement is determined to be void or unenforceable, the remaining provisions shall remain in full force and effect. Grower acknowledges that Grower has received a copy of Monsanto's Technology Use Guide (TUG) and applicable Insect Resistance Management (IRM) Guide. To obtain additional copies of the TUG, contact Monsanto at 1-800-768-6387 or go to [www.monsanto.com](http://www.monsanto.com). Once effective, this Agreement will remain in effect until either the Grower or Monsanto choose to terminate the Agreement, as provided in Section 8 below. Information regarding new and existing Monsanto Technologies, including any additions or deletions to the U.S. patents licensed under this agreement, and any new terms will be mailed to you each year. Continuing use of Monsanto Technologies after receipt of any new terms constitutes Grower's agreement to be bound by the new terms.

### GROWER RECEIVES FROM MONSANTO COMPANY:

- A limited use license to purchase and plant Seed and apply Roundup<sup>®</sup> agricultural herbicides and other authorized non-selective herbicides over the top of Roundup Ready<sup>®</sup> crops. Monsanto retains ownership of the Monsanto Technologies including the genes (for example, the Roundup Ready<sup>®</sup> gene) and the gene technologies. Grower receives the right to use the Monsanto Technologies subject to the conditions specified in this Agreement and for spring canola subject to the conditions in a separate use agreement.
- Monsanto Technologies are protected under U.S. patent law. Monsanto licenses the Grower, under applicable patents owned or licensed by Monsanto, to use Monsanto Technologies subject to the conditions listed in this Agreement. This license does not authorize Grower to plant Seed in the United States that has been purchased in another country or plant Seed in another country that has been purchased in the United States. Grower is not authorized to transfer Seed to anyone outside of the U.S.
- Enrollment for participation in Roundup Rewards<sup>®</sup> program.
- A limited use license to prepare and apply on glyphosate-tolerant soybean, cotton, alfalfa, or canola crops (or have others prepare and apply) tank mixes of, or sequentially apply (or have others sequentially apply), Roundup agricultural herbicides or other glyphosate herbicides labeled for use on those crops with quizalofop, clethodim, sethoxydim, fluzafop, and/or fenoxaprop to control volunteer Roundup Ready<sup>®</sup> Corn 2 corn in Grower's crops for the 2009 growing season. However, neither Grower nor a third party may utilize any type of co-pack or premix of glyphosate plus one or more of the above-identified active ingredients in the preparation of a tank mix.

PLEASE MAIL THE SIGNED 2009 MONSANTO TECHNOLOGY/STEWARDSHIP AGREEMENT TO: Grower Licensing, Monsanto, 622 Emerson Road, Suite 150, St. Louis, MO 63141.

**UNITED STATES PATENTS:** The licensed U.S. patents include: for Bollgard<sup>®</sup> cotton - 5,164,316; 5,196,525; 5,322,938; 5,352,605; 5,359,142; 5,530,196; 5,880,275; 6,943,282; for Bollgard II<sup>®</sup> cotton - 5,164,316; 5,196,525; 5,322,938; 5,338,544; 5,352,605; 5,359,142; 5,362,865; 5,530,196; 5,659,122; 5,717,084; 5,728,925; 5,880,275; 6,489,542; 6,943,282; 7,064,249; 7,223,907; for Bollgard II<sup>®</sup> with Roundup Ready<sup>®</sup> cotton - 5,164,316; 5,196,525; 5,322,938; 5,338,544; 5,352,605; 5,359,142; 5,362,865; 5,378,619; 5,530,196; 5,659,122; 5,717,084; 5,728,925; 5,804,425; 5,880,275; 6,018,100; 6,051,753; 6,083,878; 6,489,542; 6,753,463; 6,943,282; 7,064,249; 7,223,907; for Bollgard II<sup>®</sup> with Roundup Ready<sup>®</sup> Flex Cotton - 5,164,316; 5,196,525; 5,322,938; 5,338,544; 5,352,605; 5,359,142; 5,362,865; 5,378,619; 5,530,196; 5,659,122; 5,717,084; 5,728,925; 5,804,425; 5,880,275; 6,018,100; 6,051,753; 6,083,878; 6,489,542; 6,660,911; 6,753,463; 6,943,282; 6,949,696; 7,112,725; 7,141,722; RE39247; for Roundup Ready<sup>®</sup> Soybeans - 5,164,316; 5,196,525; 5,322,938; 5,352,605; 5,359,142; 5,378,619; 5,530,196; 5,717,084; 5,728,925; 5,804,425; 5,859,347; 6,025,545; 6,083,878; 6,180,774; 6,331,665; 6,825,400; 7,064,248; RE39247; for Roundup Ready<sup>®</sup> Canola - 5,188,958; 5,378,619; 5,463,174; 5,463,175; 5,717,084; 5,728,925; 5,750,871; 5,804,425; 6,018,100; 6,051,753; 6,083,878; RE38825; RE39247; for Roundup Ready<sup>®</sup> Corn - 5,554,798; 5,641,876; 5,717,084; 5,728,925; 6,025,545; 6,040,497; 6,083,878; for Roundup Ready<sup>®</sup> Corn 2 - 5,164,316; 5,196,525; 5,322,938; 5,352,605; 5,359,142; 5,424,412; 5,554,798; 5,593,874; 5,641,876; 5,717,084; 5,728,925; 5,804,425; 5,859,347; 6,025,545; 6,083,878; 6,825,400; RE39247; for Roundup Ready<sup>®</sup> Cotton - 5,352,605; 5,378,619; 5,530,196; 5,717,084; 5,728,925; 5,804,425; 6,018,100; 6,051,753; 6,083,878; 6,753,463; RE39247; for Roundup Ready<sup>®</sup> Flex Cotton - 5,717,084; 5,728,925; 5,804,425; 6,051,753; 6,083,878; 6,660,911; 6,753,463; 6,949,696; 7,112,725; 7,141,722; RE39247; for Roundup Ready<sup>®</sup> Soybeans 5,352,605; 5,530,196; 5,717,084; 5,728,925; 5,804,425; RE39247; for Roundup Ready<sup>®</sup> Sugarbeets - 5,164,316; 5,196,525; 5,322,938; 5,352,605; 5,359,142; 5,378,619; 5,463,175; 5,530,196; 5,717,084; 5,728,925; 5,804,425; 6,018,100; 6,051,753; 6,083,878; RE38825; RE39247; for YieldGard<sup>®</sup> Corn Borer corn - 5,352,605; 5,424,412; 5,484,956; 5,593,874; 5,859,347; 6,180,774; 6,331,665; 7,064,248; for YieldGard<sup>®</sup> Corn Borer with Roundup Ready<sup>®</sup> Corn - 5,164,316; 5,196,525; 5,322,938; 5,352,605; 5,359,142; 5,378,619; 5,424,412; 5,554,798; 5,593,874; 5,641,876; 5,717,084; 5,728,925; 5,804,425; 5,859,347; 6,025,545; 6,083,878; 6,180,774; 6,331,665; 6,825,400; 7,064,248; RE39247; for YieldGard<sup>®</sup> Corn Borer with Roundup Ready<sup>®</sup> Corn 2 - 5,164,316; 5,196,525; 5,322,938; 5,352,605; 5,359,142; 5,424,412; 5,484,956; 5,554,798; 5,593,874; 5,641,876; 5,717,084; 5,728,925; 5,804,425; 5,859,347; 6,025,545; 6,083,878; 6,180,774; 6,331,665; 6,825,400; 7,064,248; RE39247; for YieldGard<sup>®</sup> Corn Rootworm corn - 5,110,732; 5,352,605; 5,484,956; 6,063,597; 6,331,665; 6,501,009; 7,064,248; 7,227,056; for YieldGard<sup>®</sup> Plus corn - 5,110,732; 5,352,605; 5,424,412; 5,484,956; 5,593,874; 5,859,347; 6,063,597; 6,180,774; 6,331,665; 6,501,009; 7,064,248; 7,227,056; for YieldGard<sup>®</sup> Plus with Roundup Ready<sup>®</sup> Corn 2 - 5,110,732; 5,164,316; 5,196,525; 5,322,938; 5,352,605; 5,359,142; 5,424,412; 5,484,956; 5,554,798; 5,593,874; 5,641,876; 5,717,084; 5,728,925; 5,804,425; 5,859,347; 6,025,545; 6,063,597; 6,083,878; 6,180,774; 6,331,665; 7,064,248; 7,227,056; RE39247; for YieldGard<sup>®</sup> VT Triple Pro - 5,110,732; 5,164,316; 5,196,525; 5,322,938; 5,352,605; 5,359,142; 5,424,412; 5,484,956; 5,554,798; 5,593,874; 5,641,876; 5,717,084; 5,728,925; 5,804,425; 5,859,347; 6,025,545; 6,063,597; 6,083,878; 6,180,774; 6,331,665; 7,064,248; 7,227,056; RE39247; for YieldGard<sup>®</sup> VT Pro/RR2 - 5,110,732; 5,164,316; 5,196,525; 5,322,938; 5,352,605; 5,359,142; 5,378,619; 5,424,412; 5,554,798; 5,593,874; 5,641,876; 5,717,084; 5,728,925; 5,804,425; 5,859,347; 6,018,100; 6,025,545; 6,051,753; 6,083,878; 6,331,665; 6,489,542; 6,962,705; 7,064,249; 7,250,501; RE39247; for YieldGard<sup>®</sup> VT Rootworm/RR2 - 5,164,316; 5,196,525; 5,322,938; 5,352,605; 5,359,142; 5,554,798; 5,641,876; 5,717,084; 5,728,925; 5,804,425; 5,859,347; 6,025,545; 6,063,597; 6,083,878; 6,180,774; 6,331,665; 6,501,009; 7,064,248; 7,227,056; RE39247; for YieldGard<sup>®</sup> VT Triple Pro - 5,110,732; 5,164,316; 5,196,525; 5,322,938; 5,352,605; 5,359,142; 5,424,412; 5,484,956; 5,554,798; 5,593,874; 5,641,876; 5,717,084; 5,728,925; 5,804,425; 5,859,347; 6,025,545; 6,063,597; 6,083,878; 6,180,774; 6,331,665; 7,064,248; 7,227,056; RE39247; for YieldGard<sup>®</sup> VT Triple Pro - 5,110,732; 5,164,316; 5,196,525; 5,322,938; 5,352,605; 5,359,142; 5,424,412; 5,484,956; 5,554,798; 5,593,874; 5,641,876; 5,717,084; 5,728,925; 5,804,425; 5,859,347; 6,025,545; 6,063,597; 6,083,878; 6,180,774; 6,331,665; 7,064,248; 7,227,056; RE39247; for YieldGard<sup>®</sup> VT Triple Pro - 5,110,732; 5,164,316; 5,196,525; 5,322,938; 5,352,605; 5,359,142; 5,424,412; 5,484,956; 5,554,798; 5,593,874; 5,641,876; 5,717,084; 5,728,925; 5,804,425; 5,859,347; 6,025,545; 6,063,597; 6,083,878; 6,180,774; 6,331,665; 7,064,248; 7,227,056; RE39247; for tank mix - 6,239,072.

**ALWAYS READ AND FOLLOW PESTICIDE LABEL DIRECTIONS.** Roundup Ready<sup>®</sup> crops contain genes that confer tolerance to glyphosate, the active ingredient in Roundup<sup>®</sup> agricultural herbicides. Roundup<sup>®</sup> agricultural herbicides will kill crops that are not tolerant to glyphosate. Bollgard<sup>®</sup>, Bollgard II<sup>®</sup>, Roundup<sup>®</sup>, Roundup Ready<sup>®</sup>, Roundup Ready 2 Yield<sup>™</sup>, Roundup Technology<sup>®</sup>, Roundup Rewards<sup>®</sup>, Vistive<sup>®</sup>, YieldGard<sup>®</sup>, YieldGard<sup>®</sup> Corn Borer and Design, YieldGard<sup>®</sup> Rootworm and Design, YieldGard<sup>®</sup> Plus and Design, YieldGard VT Triple<sup>™</sup>, YieldGard VT Rootworm/RR2<sup>™</sup>, YieldGard VT PRO<sup>™</sup>, YieldGard VT Triple PRO<sup>™</sup>, YieldGard VT PRO/RR2<sup>™</sup>, Grow the Feed, Not the Weeds<sup>®</sup>, and Monsanto Imagine<sup>®</sup> and the Vine Design are trademarks of Monsanto Technology LLC. Maver<sup>®</sup> is a registered trademark of Rennessen LLC. ©2001-2009 Monsanto Company. [18362Cpgd] 5B-9Y-08-3116

**GROWER AGREES:**

- To direct grain produced from crops containing trait stacks (including but not limited to the Roundup Ready® Corn 2 and/or YieldGard® Rootworm trait(s)) to appropriate markets as necessary.
- Only to lawfully plant Roundup Ready® alfalfa; and not to plant Roundup Ready® alfalfa for the production of sprouts, or of seed unless under specific contract to produce seed. If growing Roundup Ready® alfalfa, to direct any product produced from a Roundup Ready® alfalfa seed or crop, including hay and hay products, only to those countries where regulatory approvals have been granted, and to grow and manage Roundup Ready® alfalfa in accordance with the Technology Use Guide.
- To accept and continue the obligations of this Monsanto Technology/Stewardship Agreement on any new land purchased or leased by Grower that has Seed planted on it by a previous owner or possessor of the land; and to notify in writing purchasers or lessees of land owned by Grower that has Seed planted on it that the Monsanto Technology is subject to this Monsanto Technology/Stewardship Agreement and they must have or obtain their own Monsanto Technology/Stewardship Agreement.
- To implement an Insect Resistance Management (IRM) program as specified in the applicable Bollgard®/Bollgard II® cotton and YieldGard® corn sections of the most recent Technology Use Guide (TUG) and Insect Resistance Management (IRM) guides and to cooperate and comply with these Insect Resistance Management programs.
- To use Seed containing Monsanto Technologies solely for planting a single commercial crop.
- Not to save or clean any crop produced from Seed for planting and not to supply Seed produced from Seed to anyone for planting other than to a Monsanto licensed seed company.
- Not to transfer any Seed containing patented Monsanto Technologies to any other person or entity for planting.
- To plant and/or clean Seed for Seed production, if and only if, Grower has entered into a valid, written Seed production agreement with a Seed company that is licensed by Monsanto to produce Seed. Grower must either physically deliver to that licensed Seed Company or must sell for non-seed purposes or use for non-seed purposes all of the Seed produced pursuant to a Seed production agreement. Grower may NOT plant and may not transfer to others for planting any Seed for crop breeding, research, or generation of herbicide registration data.
- To use on Roundup Ready® crops only a labeled Roundup® agricultural herbicide or other authorized non-selective herbicide which could not be used in the absence of the Roundup Ready® gene (see TUG for details on authorized non-selective products). Use of any selective herbicide labeled for the same crop without the Roundup Ready® gene is not restricted by this Agreement. MONSANTO DOES NOT MAKE ANY REPRESENTATIONS, WARRANTIES OR RECOMMENDATIONS CONCERNING THE USE OF PRODUCTS MANUFACTURED OR MARKETED BY OTHER COMPANIES WHICH ARE LABELED FOR USE IN ROUNDUP READY® CROP(S). MONSANTO SPECIFICALLY DISCLAIMS ALL RESPONSIBILITY FOR THE USE OF THESE PRODUCTS IN ROUNDUP READY® CROP(S). ALL QUESTIONS AND COMPLAINTS ARISING FROM THE USE OF PRODUCTS MANUFACTURED OR MARKETED BY OTHER COMPANIES SHOULD BE DIRECTED TO THOSE COMPANIES.
- To read and follow the applicable sections of the TUG, which is incorporated into and is a part of this Agreement, for specific requirements relating to the terms of this Agreement, and to abide by and be bound by the terms of the TUG as it may be amended from time to time.
- To acquire Seed containing these Monsanto Technologies only from a seed company with technology license(s) from Monsanto or from a licensed company's authorized dealer.
- To pay all applicable fees due to Monsanto that are a part of, associated with or collected with the Seed purchase price or that are invoiced for the seed. If Grower fails to pay Monsanto for cotton related Monsanto Technologies, Grower agrees to pay Monsanto default charges at the rate of 14% per annum (or the maximum allowed by law whichever is less) from September 1, 2009, plus Monsanto's reasonable attorney fees, court costs, and all other costs of collection.
- Upon written request to the Grower, to allow Monsanto to review the Farm Service Agency crop reporting information on any land farmed by Grower including Summary Acreage History Report, Form 578 and corresponding aerial photographs, Risk Management Agency claim documentation, and dealer/retailer invoices for seed and chemical transactions.
- To allow Monsanto to examine and copy any records and receipts that could be relevant to Grower's performance of this Agreement.

**GROWER UNDERSTANDS:**

- Commodity Marketing: Grain/commodities harvested from YieldGard® Rootworm corn, YieldGard® Plus corn, YieldGard® Plus with Roundup Ready® Corn 2 corn, YieldGard® Rootworm, YieldGard® Rootworm with Roundup Ready® Corn 2 corn, YieldGard® Corn Borer with Roundup Ready® Corn 2 corn, YieldGard VT Triple® corn, YieldGard VT Rootworm/RR2® corn and Roundup Ready® canola are approved for U.S. food and feed use but not yet approved in certain export markets where approval is not certain to be received before the end of 2009. As a result, Grower must direct those grain/commodities to the following approved market options: feeding on farm, use in domestic feed lots, elevators that agree to accept the grain, or other approved uses in domestic markets only. Go to www.866sellcorn.com for a list of Grain Handlers' positions on accepting transgenic corn. The American Seed Trade Association web site (www.amseed.org) includes a list of grain handlers' positions on accepting transgenic corn. You must complete and send to Monsanto a Market Choices' Grain Marketing Communication Plan. For additional information on grain market options or to obtain additional forms, call 1-800-768-6387.
- Growers must sell any product produced from a Roundup Ready 2 Yield™ soybean, YieldGard VT Triple® corn, YieldGard VT Rootworm/RR2® corn, Mavera® High Value Corn with Lysine seed to entities in those countries where full regulatory approvals for these products have been granted.
- Regulatory approvals: Monsanto Technologies may only be planted where the products have been approved for use by all required governmental agencies. For example, some Monsanto Technologies are not approved for planting in all states or all counties within a state. Check with your Monsanto representative if you have questions about the approval status in your state.
- Insect Resistance Management (IRM): When planting any YieldGard® or Bollgard® product, Grower must implement an IRM program according to the size and distance guidelines specified in the Bollgard® cotton and YieldGard® corn sections of the most recent Monsanto Technology Use Guide including any supplemental amendments (collectively "TUG") and the crop specific IRM guides. Grower may lose Grower's limited use license to use these products if Grower fails to follow the IRM program required by this Agreement.
- Crop Stewardship & Specialty Crops: Refer to the section on Coexistence and Identity Preservation in the TUG for information on crop stewardship and considerations for production of identity preserved crops.
- Corn Trait Performance: All hybrids containing Monsanto corn traits (YieldGard® Corn Borer corn, YieldGard® Rootworm corn, YieldGard® Plus corn, and Roundup Ready® Corn 2 corn) have been screened for the presence of the appropriate protein and have passed that screening prior to commercial sale. YieldGard® Rootworm corn and YieldGard® Plus corn hybrids have achieved industry leading success rates in excess of 99%. A small number of these hybrids may infrequently demonstrate variable levels of performance in fields and not meet Grower expectations.

**TERMINATION:** Grower or Monsanto may choose to terminate this Agreement effectively immediately by delivering written notice to either party. Grower must deliver the notice of termination to Grower Licensing, Monsanto, 622 Emerson Road, Suite 150, St. Louis, MO 63141. If this Agreement is terminated pursuant to such a notice, Grower's responsibilities and the other terms herein shall survive (such as but not limited to Grower's obligation to use Seed for a single commercial crop) as to Seed previously purchased by the Grower.

In the event Grower violates the terms of this Agreement, then this Agreement shall automatically terminate. However, Grower's responsibilities and the other terms herein shall survive as to all Seed purchased or used by the Grower prior to such violation (such as but not limited to Grower's obligation to use Seed for a single commercial crop, Grower's obligation to pay Monsanto for its attorneys' fees, costs and other expenses incurred in enforcing its rights under this Agreement, and Grower's agreement to the choice of law and forum selection provisions contained herein). Further, Grower shall not be entitled to obtain a future limited-use license from Monsanto unless Monsanto provides Grower with specific written notice expressly recognizing the prior breach and prior termination of the limited-use license and expressly granting and/or reissuing the limited-use license previously obtained (and terminated) pursuant to this Agreement. Grower expressly acknowledges that Grower's submission of a new Monsanto Technology Stewardship Agreement and Monsanto's issuance of a new license number shall not satisfy the specific written notice reference above and that any such action shall have no legal effect. If Grower is found by any court to have breached any term of this Agreement and/or to have infringed one or more of the U.S. patents listed below, Grower agrees that, among other things, Monsanto will be entitled to preliminary and permanent injunctions enjoining Grower and any individual and/or entity acting on Grower's behalf or in concert therewith from making, using, selling, or offering Seed for sale. Additionally, Grower agrees that any such finding of infringement by Grower shall entitle Monsanto to patent infringement damages to the full extent authorized by 35 U.S.C. § 271 et. seq. Grower will also be liable for all breach of contract damages. If Grower is found by any court to have infringed one or more of the U.S. patents listed below or otherwise to have breached this Agreement, Grower agrees to pay Monsanto and the licensed Monsanto Technology provider(s) their attorneys' fees and costs and other expenses incurred in enforcing rights under this Agreement including, but not limited to, expenses incurred in the investigation of the breach of this Agreement and/or infringement of one or more of the U.S. patents listed below. Grower accepts the terms of the following NOTICE REQUIREMENT, LIMITED WARRANTY AND DISCLAIMER OF WARRANTY AND EXCLUSIVE LIMITED REMEDY by signing this Agreement and/or opening a bag of Seed. If Grower does not agree to be bound by the conditions of purchase or use, Grower agrees to return the unopened bags to Grower's seed dealer.

**NOTICE REQUIREMENT:** As a condition precedent to Grower or any other person with an interest in Grower's crop asserting any claim, action, or dispute against Monsanto and/or any seller of Seed regarding performance or non-performance of Monsanto Technologies or Seed, Grower must provide Monsanto a written, prompt, and timely notice (regarding performance or non-performance of the Monsanto Technologies) and to the seller of any Seed (regarding performance or non-performance of the Seed) within sufficient time to allow an in-field inspection of the crop(s) about which any controversy, claim, action, or dispute is being asserted. The notice will be timely only if it is delivered 15 days or less after the Grower first observes the issue(s) regarding performance or non-performance of the Monsanto Technology and/or the Seed. The notice shall include a statement setting forth the nature of the claim, name of the Monsanto Technology, and Seed hybrid or variety. Grower must deliver the notice to Grower Licensing, Monsanto, 622 Emerson Road, Suite 150, St. Louis, MO 63141.

**LIMITED WARRANTY AND DISCLAIMER OF WARRANTIES:** Monsanto warrants that the Monsanto Technologies licensed hereunder will perform as set forth in the TUG when used in accordance with directions.

This warranty applies only to Monsanto Technologies contained in planting Seed that has been purchased from Monsanto and seed companies licensed by Monsanto or the seed companies' authorized dealers or distributors. EXCEPT FOR THE EXPRESS WARRANTIES IN THE LIMITED WARRANTY SET FORTH ABOVE, MONSANTO MAKES NO OTHER WARRANTIES OF ANY KIND, AND DISCLAIMS ALL OTHER WARRANTIES, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE.

**GROWER'S EXCLUSIVE LIMITED REMEDY:** THE EXCLUSIVE REMEDY OF THE GROWER AND THE LIMIT OF THE LIABILITY OF MONSANTO OR ANY SELLER FOR ANY AND ALL LOSSES, INJURY OR DAMAGES RESULTING FROM THE USE OR HANDLING OF SEED (INCLUDING CLAIMS BASED IN CONTRACT, NEGLIGENCE, PRODUCT LIABILITY, STRICT LIABILITY, TORT, OR OTHERWISE) SHALL BE THE PRICE PAID BY THE GROWER FOR THE QUANTITY OF THE SEED INVOLVED OR, AT THE ELECTION OF MONSANTO OR THE SEED SELLER, THE REPLACEMENT OF THE SEED. IN NO EVENT SHALL MONSANTO OR ANY SELLER BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES.

Thank you for choosing our advanced technologies. We look forward to working with you in the future. If you have any questions regarding the Monsanto Technologies or this license, please call the Monsanto Customer Relations Center at: 1-800-768-6387.

**GOVERNING LAW:** This Agreement and the parties' relationship shall be governed by the laws of the State of Missouri and the United States (without regard to the choice of law rules).

**BINDING ARBITRATION FOR COTTON-RELATED CLAIMS MADE BY GROWER:** Any claim or action made or asserted by a cotton Grower (or any other person claiming an interest in the Grower's cotton crop) against Monsanto or any seller of cotton Seed containing Monsanto Technology arising out of and/or in connection with this Agreement or the sale or performance of the cotton Seed containing Monsanto Technology other than claims arising under the patent laws of the United States must be resolved by binding arbitration. The parties acknowledge that the transaction involves interstate commerce. The parties agree that arbitration shall be conducted pursuant to the provisions of the Federal Arbitration Act, 9 U.S.C. Sec 1 et seq. and administered under the Commercial Dispute Resolution Procedures established by the American Arbitration Association ("AAA"). The term "seller" as used throughout this Agreement refers to all parties involved in the production, development, distribution, and/or sale of the Seed containing Monsanto Technology. In the event that a claim is not amicably resolved within 30 days of Monsanto's receipt of the Grower's notice required pursuant to this Agreement any party may initiate arbitration. The arbitration shall be heard in the capital city of the state of Grower's residence or in any other place as the parties decide by mutual agreement. When a demand for arbitration is filed by a party, the Grower and Monsanto/sellers shall each immediately pay one half of the AAA filing fee. In addition, Grower and Monsanto/sellers shall each pay one half of AAA's administrative and arbitrator fees as those fees are incurred. The arbitrator(s) shall have the power to apportion the ultimate responsibility for all AAA fees in the final award. The arbitration proceedings and results are to remain confidential and are not to be disclosed without the written agreement of all parties, except to the extent necessary to effectuate the decision or award of the arbitrator(s) or as otherwise required by law.

**FORUM SELECTION FOR NON-COTTON-RELATED CLAIMS MADE BY GROWER AND ALL OTHER CLAIMS:** THE PARTIES CONSENT TO THE SOLE AND EXCLUSIVE JURISDICTION AND VENUE OF THE U.S. DISTRICT COURT FOR THE EASTERN DISTRICT OF MISSOURI, EASTERN DIVISION, AND THE CIRCUIT COURT OF THE COUNTY OF ST. LOUIS, MISSOURI, (ANY LAWSUIT MUST BE FILED IN ST. LOUIS, MO) FOR ALL CLAIMS AND DISPUTES ARISING OUT OF OR CONNECTED IN ANY WAY WITH THIS AGREEMENT AND/OR THE USE OF THE SEED OR THE MONSANTO TECHNOLOGIES, EXCEPT FOR COTTON-RELATED CLAIMS MADE BY GROWER. THE PARTIES WAIVE ANY OBJECTION TO VENUE IN THE EASTERN DIVISION OF THE U.S. DISTRICT COURT FOR THE EASTERN DISTRICT OF MISSOURI, INCLUDING THOSE BASED, IN WHOLE OR IN PART, ON THE DIVISIONAL VENUE LOCAL RULE(S) OF THE U.S. DISTRICT COURT FOR THE EASTERN DISTRICT OF MISSOURI.

THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION FOR COTTON RELATED CLAIMS PURSUANT TO THE PROVISIONS OF THE FEDERAL ARBITRATION ACT, 9 U.S.C. §1 ET SEQ., WHICH MAY BE ENFORCED BY THE PARTIES.

GROWER SIGNATURE & DATE REQUIRED

Name \_\_\_\_\_

Date \_\_\_\_\_