(Limited Use License)

PLEASE MAIL THE SIGNED 2008 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 Agreement you must be the operator/grower for all fields that will grow plants from Seed you obtain containing Monsanto Technologies (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 Monsanto Technology/Stewardship Agreement becomes effective if and when Monsanto issues the Grower a license number from Monsanto's home office in St. Louis, Missouri. Monsanto does not authorize seed dealers or seed retailers to issue a license of any kind for Monsanto Technologies.

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- To direct grain produced from corn containing trait stacks that include 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 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/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 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 save or clean any crop produced from Seed for planting and not to supply Seed produced from Seed.
- 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 produced pursuant to containing patented Monsanto Technologies for crop breeding, research, or generation of herbicide registration data.
- To use on Roundup Ready crops only a labeled Roundup<sup>a</sup> 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 nonselective 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 technology 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.
- Upon written request, 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.

























### 5. GROWER RECEIVES FROM MONSANTO COMPANY:

- A limited use license to purchase and plant seed containing Monsanto Technologies ("Seed") and apply Roundup® agricultural herbicides and other authorized non-selective herbicides over the top of Roundup Ready® crops. Monsanto retains ownership of the Monsanto Technologies including the genes (for example, the Roundup Ready® 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® 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, fluazifop, and/or fenoxaprop to control volunteer Roundup Ready® Corn 2 corn in Grower's crops for the 2008 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.

#### 6. GROWER UNDERSTANDS:

- Commodity Marketing: Grain/commodities harvested from YieldGard Rootworm® corn, YieldGard® Plus corn, YieldGard Plus® with Roundup Ready® Corn 2 corn, YieldGard® Rootworm with Roundup Ready® Corn 2 corn, YieldGard® Corm Borer with Roundup Ready® Com 2 com, YieldGard VT Triple Torn, YieldGard VT Rootworm/RR2 torn 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 2008. As a result, Grower must direct those 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 RReady2Yield™ 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 guestions about the approval status in your state.
- Insect Resistance Management (IRM): When planting any YieldGard or Bollgard product, Grower must implement an IRM program including planting a non-B.t. refuge 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 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

#### 7. 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. Once effective, this agreement will remain in effect until either Grower or Monsanto choose to terminate the Agreement. 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.

#### 8. MONSANTO'S REMEDIES:

In the event Grower violates the terms of this Agreement, Grower's limited-use license will terminate immediately. If such termination occurs, Grower's responsibilities and the other terms herein shall survive (such as but not limited to Grower's obligation to use Seed containing Monsanto Technologies 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 a permanent injunction enjoining Grower from making, using, selling, or offering Seed for sale. Additionally, Grower agrees that any such finding of infringement by Grower shall entitle Monsanto to one or more of the U.S. patents listed below or otherwise to hard to expense incurrent in the invest tion of the lace the full exte horized by 35 l , will also liable for all brea I. § 271 ages. If Grower is found by any court to have infringed nsanto rec. 'ogy p rees and costs and other expenses incurred in enforcing rights under er agrees to nsanto and t der(s) their attorr ensed this Agreement including, but not limited to, expenses incur in the invest tion of the r more of the f this Agree nd/or infrin t of or 5. pa s listed below.

MITED WARRANTY A DISC MER OF W RA Y AND E LU E LIM REMEDY b Grower accepts the terms of the following NOTICE REQUIREM. opening a bag of Seed containing Monsanto Technology. If Grower ning s Agreement and does not agree to be bound by the conditions of purchase or use, ... rees to re in the un ened ba o G ver's s d d

## 9. NOTICE REQUIREMENT:

As a condition precedent to Grower or any other person with interest in G ver's p asserting a laim, tion, c if the ag st Mor non-performance of monsanto Technologies or the Seed in which it is contained, or non-performance and to the seller of any Seed (regarding performance observes the issue(s) regarding performance or non-performance or the Monsanto Technology and/or the Seed in which it is contained. The notice shall include a statement setting forth the nature of the claim, name of the Monsanto Technology, and Seed hybrid or variety.

## 10. 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 company's 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.

## 11. 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 CONTAINING MONSANTO TECHNOLOGIES (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.

# 12. PLEASE MAIL THE SIGNED 2008 MONSANTO TECHNOLOGY/STEWARDSHIP AGREEMENT TO: Grower Licensing, Monsanto, 622 Emerson Road, Suite 150, St. Louis, MO 63141.

# 13. UNITED STATES PATENTS:

The licensed U.S. patents include: for YieldGard® 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® Corn Rootworm corn - 5,023,179; 5,110,732; 5,352,605; 5,484,956; 6,063,597; 6,174,724; 6,331,665; 6,501,009; 6,642,030; 7,064,248; for YieldGard® Plus com - 5,023,179; 5,110,732; 5,352,605; 5,424,412; 5,484,956; 5,593,874; 5,859,347; 6,063,597; 6,174,724; 6,180,774; 6,331,665; 6,501,009; 6,642,030; 7,064,248; for Roundup Ready® Corm 2 - 5,164,316; 5,196,525; 5,322,938; 5,352,605; 5,359,142; 5,524,798; 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® corm - 5,554,798; 5,641,876; 5,717,084; 5,728,925; 6,025,545; 6,040,497; 6,083,878; for YieldGard® Corn Borer with Roundup Ready® Corn -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; 6,331,665; 7,064,248; RE39247; for Roundup Ready® Soybeans 5,352,605; 5,530,196; 5,717,084; 5,728,925; 5,804,425; RE39247; for Roundup Ready® cotton – 5,004,863; 5,159,135; 5,352,605; 5,726,925; 5,304,425; 6,593,347; 0,025,549; 0,003,076; 0,33,1,005; 7,004,249; 1,610 kduldup Ready 20yleans 5,352,005; 5,353,1,005; 5,353,1,005; 5,104,316; 5,196,525; 5,322,938; 5,352,005; 5,359,142; 5,362,865; 5,378,619; 5,5164,316; 5,196,525; 5,322,938; 5,352,605; 5,359,142; 5,362,865; 5,378,619; 5,526,05; 5,352,036; 5,777,084; 5,728,925; 5,804,425; 5,802,75; 6,108,100; 6,051,753; 6,083,878; 6,174,724; 6,489,542; 6,753,463; 6,943,282; 7,064,249; RE39247; for Bollgard II® cotton –5,004,863; 5,159,135; 5,164,316; 5,196,525; 5,322,938; 5,338,544; 5,352,605; 5,359,142; 5,362,865; 5,378,619; 5,503,196; 5,659,122; 5,717,084; 5,728,925; 5,880,275; 6,174,724; 6,489,542; 6,943,282; 7,064,249; for Bollgard II® with Roundup Ready® cotton – 5,004,863; 5,159,135; 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; 6,174,724; 6,489,542; 6,753,463; 6,943,282; 7,064,249; RE39247; for Roundup Ready® 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® 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; 6,174,774; RE38825; RE39247; for Roundup Ready® Alfalfa –5,362,865; 5,378,619; 5,569,122; 5,717,084; 5,728,925; 5,804,425; 6,018,100; 6,051,753; Re39247; for Roundup Ready® Flex Cotton – 5,004,863; 5,159,135; 5,717,084; 5,728,925; 5,804,425; 6,018,100; 6,051,753; 6,018,316; 5,196,525; 5,322,938; 5,352,605; 5,352,405; 5,5717,084; 5,728,925; 5,804,425; 6,018,100; 6,051,753; 6,018,316; 5,196,525; 5,322,938; 5,352,405; 5,5717,084; 5,728,925; 5,804,425; 6,018,100; 6,051,753; 6,018,316; 5,196,525; 5,322,938; 5,352,405; 5,5717,084; 5,728,925; 5,804,425; 5,804,425; 5,880,275; 6,051,753; 6,083,878; 6,174,724; 6,660,911; 6,753,463; 6,943,686; 7,112,725; 7,141,722; RE39247; for Bollgard II® with Roundup Ready® Flex Cotton – 5,004,863; 5,159,135; 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; 5,804,425; 5,880,275; 6,051,753; 6,083,878; 6,174,724; 6,489,542; 6,660,911; 6,753,463; 6,943,282; 6,949,696; 7,064,249; 7,112,725; 7,141,722; RE39247; for YieldGard\* Plus with Roundup Ready® Corn 2 - 5,023,179; 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; 6,174,724; 6,180,774; 6,331,665; 6,501,009; 6,642,030; 6,825,400; 7,064,248; RE39247; for YieldGard® Corn Borer with Roundup Ready® 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; 5,322,938; 5,352,605; 5,359,142; 5,378,619; 5,424,412; 6,018,100; 6,051,753; 6,174,724; 6,331,665; 6,489,542; 7,064,249; for YieldGard® VT Pro/RR2 - 5,023,179; 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; 6,174,724; 6,331,665; 6,489,542; 6,825,400; 7,064,249; RE39247; for YieldGard® VT Triple - 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; 6,642,030; 7,064,248; RE39247; for YieldGard® VT Triple Pro – 5,023,179; 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; 5,641,876; 5,717,084; 5,728,925; 5,804,425; 6,018,100; 6,025,545; 6,051,753; 6,063,597; 6,083,878; 6,174,724; 6,331,665; 6,489,542; 6,642,030; 7,064,249; RE39247; for Mavera® high value corn with lysine - 6,329,574; for tank mix - 6,239,072.