2007 Monsanto Technology/Stewardship Agreement Read the fine print!

2007 MONSANTO TECHNOLOGY/STEWARDSHIP AGREEMENT

with Roundup Ready® Flex cotton, Bollgard® with Roundup Ready® Flex cotton, Mavera® High Value Corn with Lysine, Vistive™ Soybeans, Roundup Ready® Sugarbeets, Roundup Ready® Canola, and Roundup Ready® Alfalfa (Monsanto Technologies). This Agreement also contains Grower's stewardship responsibilities and requirements associated with the 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). To obtain additional copies of the TUG, contact Monsanto at 1-800-768-6387 or go to www.Farmsource.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. If any provision of this Agreement is determined to be void or unenforceable, the remaining provisions shall remain in full force and effect.

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 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.

Farmers sign away their Federal Privacy Act rights and grant Monsanto full access to their records, including USDA's FSA and RMA documents.

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.

UNITED STATES PATENTS:

Farmers grant Monsanto the right to examine and copy their records and receipts.

6,063,597; 6,331,665; 6,501,009; 4,940,835; 5,188,642; 5,359,142; 5,196,525; 5,322,938; 5,164,316; 5,352,605; 5,641,876; 5,717,084; 5,728,925; 6,083,878; 6,025,545; for Roundup Ready® Soybeans – 4,940,835; 5,188,642; 5,352,605; 5,633,435; 5,530,196; 5,717,084; 5,728,925; 5,804,425; for Roundup Ready® cotton – 5,633,435; 5,352,605; 5,530,196; 5,188,642; 4,940,835; 5,804,425; 6,051,753; 6,018,100; 5,378,619; 6,174,724; 5,159,135; 5,004,863; 5,728,925; 5,717,084; 6,083,878; 6,753,463; for Bollgard® cotton – 5,359,142; 5,352,605; 5,530,196; 5,322,938; 5,196,525; 5,164,316; 6,174,724; 5,880,275; 5,159,135; 5,004,863; 6,943,282; for Bollgard® with Roundup Ready® cotton – 5,633,435; 5,359,142; 5,352,605; 5,530,196; 5,322,938; 5,196,525; 5,188,642; 5,164,316; 4,940,835; 5,717,084; 5,728,925; 6,051,753; 6,018,100; 5,378,619; 6,174,724; 5,159,135; 5,004,863; 6,083,878; 5,880,275 5,804,425; 6,943,282; 6,753,463; for Bollgard II® cotton – 6,489,542; 5,359,142; 5,352,605; 5,530,196; 5,322,938; 5,196,525; 5,164,316; 6,174,724; 5,880,275; 5,159,135; 5,004,863; 5,728,925; 5,717,084; 5,338,544; 5,659,122; 5,362,865; 6,943,282; for Bollgard II® with Roundup Ready® cotton – 5,633,435; 6,489,542; 5,359,142; 5,352,605; 5,530,196; 5,322,938; 5,196,525; 5,188,642; 5,164,316; 4,940,835; 5,717,084; 5,728,925; 6,051,753; 6,018,100; 5,378,619; 6,174,724; 5,159,135; 5,004,863; 6,083,878; 5,880,275; 5,804,425; 5,338,544; 5,362,865; 5,659,122; 6,943,282; 6,753,463; for Roundup Ready® Canola – 6,051,753; 6,018,100; 5,378,619; 5,728,925; 5,717,084; 5,804,425; 5,633,435; 5,188,642; 4,940,835; 5,463,175; 6,083,878; 5,750,871; 5,463,174; 5,188,958; RE38825; for Roundup Ready® Sugarbeets – 5,378,619; 5,463,175; 5,633,435; 5,164,316; 5,196,525; 5,322,938; 5,359,142; 5,352,605; 5,530,196; 4,940,835; 5,188,642; 5,717,084; 5,728,925; 6,018,100; 6,051,753; 6,083,878; 5,804,425; 6,174,724; RE38825; for Roundup Ready® Alfalfa – 6,051,753; 6,018,100; 5,378,619; 5,362,865; 5,659,122; 5,717,084; 5,728,925; 5,633,435; 5,804,425; for Roundup Ready® Flex Cotton – 4,940,835; 5,004,863; 5,159,135; 5,188,642; 5,633,435; 5,717,084; 5,728,925; 5,804,425; 6,051,753; 6,083,878; 6,660,911; 6,949,696; 6,753,463; for Bollgard® with Roundup Ready® Flex Cotton – 4,940,835; 5,004,863; 5,159,135; 5,188,642; 5,633,435; 5,717,084; 5,728,925; 5,804,425; 6,051,753; 6,083,878; 6,660,911; 6,949,696; 6,753,463; 5,359,142; 5,352,605; 5,530,196; 5,322,938; 5,196,525; 5,164,316; 6,174,724; 5,880,275; 5,159,135; 5,004,863; 6,943,282; for Bollgard II® with Roundup Ready® Flex Cotton – 6,489,542; 5,359,142; 5,352,605; 5,530,196; 5,322,938; 5,196,525; 5,164,316; 6,174,724; 5,880,275; 5,159,135; 5,004,863; 5,728,925; 5,717,084; 5,338,544; 5,659,122; 5,362,865; 4,940,835; 5,004,863; 5,159,135; 5,188,642; 5,633,435; 5,717,084; 5,728,925; 5,804,425; 6,051,753; 6,083,878; 6,660,911; 6,949,696; 6,943,282; 6,753,463; for YieldGard® Plus with Roundup Ready® Corn 2 – 5,023,179; 5,352,605; 5,484,956; 5,424,412; 5,859,347; 5,593,874; 6,063,597; 6,174,724; 6,331,665; 4,940,835; 5,188,642; 5,359,142; 5,196,525; 5,322,938; 5,164,316; 5,352,605; 5,554,798; 5,593,874; 5,859,347; 5,424,412; 5,633,435; 5,804,425; 5,641,876; 6,825,400; 5,717,084; 5,728,925; 6,083,878; 6,025,545; for YieldGard® Corn Borer with Roundup Ready® Corn 2 – 5,484,956; 5,352,605; 5,424,412; 5,859,347; 5,593,874; 6,180,774; 6,331,665; 4,940,835; 5,188,642; 5,359,142; 5,196,525; 5,322,938; 5,164,316; 5,352,605; 5,554,798; 5,593,874; 5,859,347; 5,424,412; 5,633,435; 5,804,425; 5,641,876; 6,825,400; 5,717,084; 5,728,925; 6,083,878; 6,025,545; for YieldGard® Rootworm with Roundup Ready® Corn 2 – 5,110,732; 6,174,724; 5,484,956; 5,352,605; 5,023,179;

Farmers cannot save seed or provide seed to others.

Farmer assumes all responsibilty for keeping GM crops out of markets and elevators that do not accept or allow GM crops.

of Monsanto Technology LLC. Mavera is a trademark of Renessen LLC.

GROWER AGREES:
• 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.
• If growing Roundup Ready Alfalfa to direct any product produced from a Roundup Ready Alfalfa crop or seed, including hay and hay products, only to those countries where regulatory approvals have been granted, and only plant Roundup Ready Alfalfa in those states where its cultivation is permitted.
• To [illegible] land purch[illegible] notify in wr[illegible] is sub[illegible] Techn[illegible]
• To implement an Insect Resistance Management 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 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 transfer any Seed containing patented Monsanto Technologies to any other person or entity for planting.
• To plant 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 or use as commodity grain all of the Seed produced pursuant to a Seed production agreement. Grower shall NOT plant any Seed Grower has produced or use or allow others to use Seed containing patented Monsanto Technologies for seed breeding, research, or generation of biological 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 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 licensed by Grower including Summary Acreage History Report, Form 578 and corresponding aerial photographs, Risk Management Agency yield 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 Plus corn, YieldGard Plus with Roundup Ready Corn 2, YieldGard Rootworm with Roundup Ready Corn 2, YieldGard Corn Borer with Roundup Ready Corn 2, 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 2007. 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.
• Regulatory approvals: Monsanto Technologies may only be used where the products have been approved for use by all required [illegible] Check with your [illegible]
• Insect Resistance Management: [illegible] IRM [illegible] Bollgard cotton [illegible] mental amendments [illegible] use [illegible]
• Crop Protection: [illegible] information [illegible]
• Corn Rootworm: [illegible] corn [illegible] protein and [illegible] 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.

MONSANTO'S REMEDIES:
If Grower breaches this Agreement, in addition to Monsanto's other remedies, Grower's limited-use license will terminate immediately. Thereafter, Monsanto will not accept any application for a new Monsanto Technology/ Stewardship Agreement unless Monsanto provides in writing an authorization specifically naming Grower. Any such purported agreement that does not contain Monsanto's express authorization (whether a license number has been issued or not) is void. 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 for sale Seed. 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 the contract 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 containing Monsanto Technology. 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 [illegible] or disp[illegible] on-per[illegible] en, pro[illegible] ller of a[illegible] ion of t[illegible] y if it is [illegible] e of 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.

Farmers agree to be bound by the terms of this agreement, simply by opening a bag of Monsanto's GM seed.

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.

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 TECHNOLOGY (INCLUDING CLAIMS BASED ON 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.

The only remedy farmers have for any liability, dissatisfaction, or damages is reimbursement of the price paid for the seed or replacement of the seed itself.

Thank you for choosing our advanced technologies. We look forward to working with you in the future. If you have any que[illegible] at: 1-8[illegible]

GO[illegible] uri and [illegible]

BIN[illegible] or ass[illegible] to 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 [illegible] Tech[illegible] er's notic[illegible] pital city [illegible] and for a[illegible] ling fee. [illegible] s as those [illegible] fees in th[illegible] hout the v[illegible] r(s) or as [illegible]

Farmers agree to address all legal disputes concerning Monsanto in the courts in St. Louis, Missouri, where Monsanto's US headquarters are located.

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.

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

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If you have ever planted Genetically Modified (GM) seed, such as Roundup Ready corn, soybean, or canola, or Bollgard cotton, you have agreed to the terms of a contract. These contracts are also called licensing, grower, or technology agreements. Once you open a bag of GM seeds you are legally bound to the provisions of the seed manufacturer's contract.

Monsanto is one of the world's largest developers and manufacturers of GM seeds, including the varieties listed above. Examine the Monsanto Technology Agreement inside to learn about how contracts can impact you and your farm.

Things you should know about the Monsanto contract:

- You do not have the right to negotiate its terms.
- The contract also binds you to the provisions of Monsanto's Technology Use Guide (TUG), which can be found on their website.
- The contract remains in effect until you or Monsanto choose to terminate it — so Monsanto may be able to review your documents, fields and crops even after you have stopped growing their seeds.
- You must allow Monsanto access, if requested, to your fields to inspect crops and determine your compliance with the contract.

This brochure is based on the *Farmers' Guide to GMOs*, a joint publication of Farmers' Legal Action Group, Inc. (FLAG) and the Rural Advancement Foundation International (RAFI-USA).

Free copies of this brochure and the *Farmers' Guide to GMOs* can be downloaded on the *Publications* page at www.flaginc.org or www.rafiusa.org.

Thanks to Rural Vermont (www.ruralvermont.org) for design assistance.

RAFI-USA
Rural Advancement Foundation International

For more information, contact:

Farmers' Guide to GM Contracts

Photo by Rob Amberg

If you have opened a bag of Genetically Modified (GM) seed, you have agreed to the terms of a licensing agreement, or contract.

Understand your contract's contents to make an informed decision for your farm operation.