This Monsanto Technology/Stewardship Agreement is entered into between you ("Grower") and Monsanto Company ("Monsanto") and sets forth the terms of this agreement in the event that the above information changes, Grower agrees to promptly update this information via AgCelerate.com or by calling 1-800-768-6387, option 3.

1. 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).

2. Binding Arbitration for Cotton-Related Claims Made by Grower: Any claim, action or dispute made or asserted by Grower (on any other person or entities claimant interested in Grower's cotton crop, hereafter "Grower") against Monsanto, or any person or entity involved in the production, development, distribution, and/or sale of the Seed containing Monsanto Technology ("seller"), regarding the quality of Monsanto cotton Seed or the agronomic performance of Monsanto technology in cotton seed must be resolved by binding arbitration. The foregoing requirements apply to any specific exclusion by any claim, action or dispute involving the infringement, validity, or enforceability of a patent or that otherwise arises under the U.S. Patent laws. As a condition precedent to asserting any claim, action, or dispute regarding the quality of Monsanto cotton Seed or the agronomic performance of Monsanto Technology in cotton Seed, the Grower must provide notice to Monsanto pursuant to §10 of this Agreement. After Grower provides that notice, Grower may not conduct yield testing for Grower's own use. Monsanto makes available separate license agreements to academic institutions for research, but to direct crops produced from Seed to appropriate markets. Any grain or material produced from Seed can only be exported to, or used, processed or sold in countries where all necessary regulatory approvals have been granted. It is a violation of national and international law to move material containing biotech traits across borders into countries where import is not permitted.

3. 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, and the Circuit Court of the City 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 the use of the Seed or the Monsanto technologies contained therein, or for Cotton-Related Claims made by Grower. The parties waive any objection to venue in the Eastern District of Missouri, and the Eastern District of Missouri, and the Circuit Court of the City 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 the use of the Seed or the Monsanto technologies contained therein, or for Cotton-Related Claims made by Grower.

4. Grower Agreement:
   a. To accept and comply with 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 lessee of the land or by the Grower that has Seed planted on it by the Monsanto Technology contained in the present Monsanto Technology/Stewardship Agreement and they must have or obtain their own Monsanto Technology/Stewardship Agreement.
   b. To use before planting and to follow the applicable Technology Use Guide ("TUG") and the Insect Resistance Management Grower Guide ("IRM Grower Guide") as may be amended from time to time, which are incorporated into and are a part of this Agreement. Grower must comply with the requirements set forth in the TUG and the IRM Grower Guide and is advised to follow the best management practices, recommendations and guidelines provided in those documents.
   c. To implement an Insect Resistance Management ("IRM") program, if applicable, in accordance with the most recent IRM Grower Guide and to cooperate and comply with those and any additional IRM programs Monsanto communicates to Grower.
   d. To acquire Seed containing these Monsanto Technologies only from a seed company with technology license(s) from Monsanto for the applicable Monsanto Technology(s) or from a licensed seed company's authorized to sell such licensed Seed.
   e. To purchase Seed only from authorized seed companies (or their authorized dealers) with the applicable license(s).
   f. To use Seed containing Monsanto Technologies solely for a single planting of a commercial crop, except in the case of Monsanto Technology/Stewardship Agreement.
   g. To notify in writing purchasers or lessees of land owned by Grower that has Seed planted on it of the Monsanto grants express permission for such planting. Monsanto Technology/Stewardship Agreement, Monsanto grants express permission for such planting. Monsanto Technology/Stewardship Agreement, Monsanto grants express permission for such planting.
   h. To make agronomic comparisons and conduct yield testing for Grower's own use. Monsanto makes available separate license agreements to academic institutions for research.
   i. To direct crops produced from Seed to appropriate markets. Any grain or material produced from Seed can only be exported to, or used, processed or sold in countries where all necessary regulatory approvals have been granted. It is a violation of national and international law to move material containing biotech traits across borders into countries where import is not permitted.
   j. Pending import approvals in China, Grower agrees not to export Monsanto Roundup Ready Alfalfa seed or crops (including hay and any products) to China. In addition, due to the unique cropping practices Grower agrees not to plant Monsanto Roundup Ready Alfalfa in Imperial County, California, pending import approvals in China and until Monsanto grants express permission for such planting. Monsanto Roundup Ready Alfalfa seed may not be planted for the production of alfalfa.
   k. To plant and/or clear 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 sell for non-seed purposes or use for non-seed purposes all Seed produced pursuant to a Seed production agreement.
To provide Monsanto copies of any records, receipts, or other documents that could be relevant to Monsanto’s performance of this Agreement, including but not limited to, inventory records, history data sets, farm CRM (producer print), Farm and Trait Detail Listing and corresponding aerial photographic, Risk Management Agency claim documentation, and dealer/reseller transactions for seed and chemical transactions. Such records shall be produced following Monsanto’s actual (or attempted) oral communication with Grower and not later than seven (7) days after the date of a written request from Monsanto.

To identify and to allow Monsanto and its representatives access to land farmed by or at the direction of Grower (including refuge areas) and bins, wagons, or stored containers used at or under the control or direction of Grower, for purposes of examining and testing samples of crops, crop residue or seeds located therein. Such inspection, examination or sampling shall be available to Monsanto and its representatives only after Monsanto delivers or mails to the Grower a written notice at least seven (7) days in advance, and Monsanto also has reasonably attempted to discuss the visits with the Grower in advance of the visit.

To allow Monsanto to obtain Grower’s internet service provider (“ISP”) records to validate Grower’s electronic signature, if applicable.

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 necessary 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 5% per annum (or the maximum allowed by law whichever is less) and/or 15% of any uncollected fees, court costs and all other costs of collection.

To use on crops containing Roundup Ready®, Roundup Ready® 2 Technology, or Roundup Ready® 2 Yield Flex only a labeled Roundup® aquatic herbicide or other authorized non-selective herbicide which could not be used in the absence of the Roundup Ready®, gene (see TUG for details) for use on Monsanto authorized non-selective products. Use of any selective herbicide labeled for the same crop without the Roundup Ready® gene is restricted by this Agreement.

Monsanto does not make any representations, warranties or recommendations concerning the use of Roundup Ready® technology or the use of any of the above-identified active ingredients in the preparation of a tank mix for use on Roundup Ready® technology. Monsanto specifically disclaims all responsibility for use of these products in Roundup Ready® or Genetically Roundup Ready 2 Yield (crop). All questions and complaints arising from the use of Roundup Ready® technology or from Marketing by other companies should be directed to those companies.

Performance Series™ Sweet Corn

To read and follow the TUG and to abide by and implement Insect Resistance Management requirements on the product tag as may be amended from time to time, which are incorporated into and are a part of this Agreement. Grower must comply with the requirements set forth in the TUG and the tag, and should follow the best management practices, recommendations and guidelines provided in these documents.

To direct any fresh produce from Performance Series™ Sweet Corn for sale or use in the U.S., Canada, and Mexico. It is a violation of national and international laws to move material containing biotech traits across boundaries into nations where import is not permitted. Grower must talk to Monsanto’s buyers to confirm their use of this product.

5. GROWER RECEIVES FROM MONSANTO COMPANY:

a. A limited use license to prepare and apply on glyphosate-tolerant soybean, cotton, alfalfa, sugar beet, or canola crops.

b. Enrollment for participation in Roundup Ready PLUS™ Weed Management Solutions.

c. To read and follow the TUG and to abide by and implement Insect Resistance Management requirements on the product tag.

d. To direct any fresh produce from Performance Series™ Sweet Corn for sale or use in the U.S., Canada, and Mexico. It is a violation of national and international laws to move material containing biotech traits across boundaries into nations where import is not permitted. Grower must talk to Monsanto’s buyers to confirm their use of this product.

e. Monsanto is a member of Excellence Through Stewardship ® (ETS).

f. Monsanto Company is a member of Excellence Through Stewardship ® (ETS). Grower must comply with the requirements set forth in the TUG and the tag, and should follow the best management practices, recommendations and guidelines provided in these documents.

g. Monsanto must be notified of any selective herbicide labeled for the same crop without the Roundup Ready® gene is restricted by this Agreement.

h. Monsanto does not make any representations, warranties or recommendations concerning the use of Roundup Ready® technology or the use of any of the above-identified active ingredients in the preparation of a tank mix for use on Roundup Ready® technology. Monsanto specifically disclaims all responsibility for use of these products in Roundup Ready® or Genetically Roundup Ready 2 Yield (crop). All questions and complaints arising from the use of Roundup Ready® technology or from Marketing by other companies should be directed to those companies.

6. GROWER UNDERSTANDS:

a. All United States patents, Grower agrees that, among other things, Monsanto and Dow AgroSciences, as appropriate, shall 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, offering for sale or selling, or importing any such seeds or products.

b. Monsanto or the Seed Seller, the replacement of the Seed. In no event shall Monsanto 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 deliver the notice of termination to DRC Data Services, Attn: AgCelerate Agreements, 2009 Fourth Street, SW, Mason City, IA 50401. If this Agreement is terminated pursuant to such notice from either party, 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, Grower’s obligation to pay Monsanto for its attorneys’ fees, costs and other expenses incurred in enforcing its rights under this Agreement, and Grower must deliver the notice of termination to Monsanto’s agent for the purpose of examining and taking samples of crops, crop residue or seeds located therein. Such inspection, examination or sampling shall be available to Monsanto and its representatives only after Monsanto delivers or mails to the Grower a written notice at least seven (7) days in advance, and Monsanto also has reasonably attempted to discuss the visits with the Grower in advance of the visit. Grower must comply with the requirements set forth in the TUG and the tag, and should follow the best management practices, recommendations and guidelines provided in these documents.

8. TERMINATIONS

Grower may choose to terminate this Agreement effective immediately by delivering written notice to Monsanto.

Grower may choose to terminate this Agreement in whole or in part by delivering written notice to Monsanto. In the event Grower violates the terms of this Agreement, then the Grower’s rights under 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 (such as but not limited to Monsanto’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 must deliver the notice of termination to Monsanto’s agent for the purpose of examining and taking samples of crops, crop residue or seeds located therein).

Grower may choose to terminate this Agreement effective immediately by delivering written notice to Monsanto.