



<input type="text"/> Grower Name	
<input type="text"/> Farm Business Name	
<input type="text"/> Address	
<input type="text"/> City	<input type="text"/> State
<input type="text"/> Zip Code	
<input type="text"/> Business Phone	<input type="text"/> County
<input type="text"/> E-mail Address	
<input type="text"/> Customer ID #	

OFFICE USE

AGRISURE® STEWARDSHIP AGREEMENT

This Agrisure Stewardship Agreement ("Agreement") is entered into between you ("Grower") and Syngenta Seeds, Inc., 7500 Olson Memorial Hwy, Golden Valley, MN, 55427 ("Syngenta").

By signing and returning this Agreement the Grower receives from Syngenta a limited license to use Agrisure GT corn, Agrisure CB/LL corn, Agrisure RW corn, any stacks thereof, and non-Agrisure corn which contains Syngenta's glyphosate tolerant technology (the "Syngenta Technologies") and agrees to the terms and conditions below:

YOU, THE UNDERSIGNED GROWER, HEREBY ACKNOWLEDGE AND AGREE THAT: (1) YOU HAVE READ AND YOU UNDERSTAND THE TERMS AND CONDITIONS OF THIS AGREEMENT, (2) THIS IS A LEGALLY BINDING CONTRACT, AND (3) YOU ARE VOLUNTARILY ENTERING INTO THIS AGREEMENT WITH THE INTENT TO BE BOUND BY ITS TERMS AND CONDITIONS.

Grower Signature (individual at farm level responsible for planting, management of refuge, and grain marketing)	Date
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Grower Name (Please Print)

Thank you for choosing Syngenta Technologies. If you have any questions regarding Syngenta Technologies or this Agreement please call the Syngenta Customer Resource Center at: 1-866-SYNGENT (1-866-796-4368).

STEWARDSHIP

Grower acknowledges the receipt of an Agrisure Stewardship Guide ("Stewardship Guide"). Grower agrees to read and comply with the provisions of the most current Stewardship Guide, which is incorporated into and is a part of this Agreement, as it may be amended from time to time.

For so long as Grower has a valid Agreement in effect with Syngenta, Syngenta will provide Grower with any updates to the Stewardship Guide, information on new or existing Syngenta Technologies or new terms to this Agreement. Grower's use of Syngenta Technologies after receipt of any new terms constitutes Grower's agreement to be bound by the new terms. For further information or to receive a copy of the Stewardship Guide contact 1-866-SYNGENT (1-866-796-4368).

This Agreement, once signed by Grower and received by Syngenta will remain in effect until terminated by Grower or Syngenta.

GROWER LICENSE

Grower acknowledges that technologies both owned and licensed by Syngenta are protected under U.S. patents 5,767,378; 5,994,629; 6,403,865; 6,121,014; 6,320,100; 6,018,099; 5,466,785; 7,030,295; 5,352,605; 6,114,608; 6,566,587; 5,641,876; RE 37287 and RE 36449.

Upon receipt by Syngenta of this Agreement unaltered and executed by Grower, Syngenta grants Grower, under applicable patents owned or licensed by Syngenta, a limited use license to purchase and plant corn seed containing Syngenta Technologies ("Seed") to produce a single commercial corn crop upon the terms and conditions of this Agreement.

This license only covers the United States and does not authorize Grower to plant Seed in the United States that has been purchased / acquired in another country or plant Seed in another country that has been purchased / acquired in the United States.

GROWER RESPONSIBILITIES

Grower agrees to:

- Channel grain produced from Seed to appropriate markets as necessary to prevent movement to markets where the grain has not yet received regulatory approval for import;
- Use Seed solely for planting a single commercial corn crop;
- Not supply, transfer, license or sublicense any Seed to any other person or entity for planting or any other purpose;
- Not to save any grain produced from Seed for planting by Grower or any other person or entity;
- Not to use or allow others to use Seed, grain produced from Seed, the Syngenta Technologies or any plant material containing Syngenta Technologies for crop breeding, research (including, without limitation, generating cooperative data against corn seed containing non-Syngenta technologies), generation of registration data or Seed production (unless Grower has entered into a valid, written production agreement with a licensed seed company); and
- Abide by the terms of the Stewardship Guide.

GROWER UNDERSTANDS

• Channelling: Grain harvested from hybrids containing Agrisure traits may not be fully approved for grain export to Japan or the European Union. The grain from hybrids that do not have these approvals must be directed to domestic uses and away from export channels. For more information on your grain market options and approval status, please contact your seed supplier or visit www.agrisuretraits.com.

• Regulatory Approvals: Syngenta Technologies may only be used in the United States where the products have been approved for use by all required government agencies.

• Insect Resistance Management (IRM): When planting any corn hybrids with Agrisure CB/LL and/or Agrisure RW, Grower must implement an IRM program as specified in the Stewardship Guide and any supplemental amendments.

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 above. In the case of termination by Grower such notice of termination must include Grower's full name and address.

If the Grower violates the terms of this Agreement, in addition to other remedies available to Syngenta, Grower may forfeit any right to obtain a license to Syngenta Technologies in the future.

Upon termination of this Agreement, Grower will no longer have a right to purchase or use Seed, however, Grower's obligations and Syngenta's rights that arose under the Agreement prior to termination will continue in effect.

GENERAL PROVISIONS

- This Agreement will remain in effect until either Grower or Syngenta choose to terminate the Agreement. Once you enroll, information regarding new and existing Syngenta Technologies and any new terms will be mailed to you each year. Your continuing use of Syngenta Technologies after receipt of any new terms constitutes your agreement to be bound by the new terms.
- Grower's rights may not be transferred to anyone else without the written consent of Syngenta.
- 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 agrees to communicate all applicable terms, conditions and restrictions on Seed whether under this Agreement, a Stewardship Guide or otherwise to all persons and entities possessing or taking an interest in your Seed and/or grain therefrom.
- Grower consents to Syngenta and its representatives (i) entering upon Grower's land where Syngenta Technologies have been planted or are growing as well as the refuge area for purposes of examining the land, your crop and taking samples thereof; (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 your seed and/or chemical dealer.

- Grower agrees that Syngenta shall be entitled to recover any costs or expenses, including reasonable attorneys fees, it incurs in enforcing its rights under this Agreement.
- The failure of Syngenta to exercise one or more of its rights under this Agreement on one or more occasions shall not be deemed a waiver on the part of Syngenta to exercise such right(s) on one or more subsequent occasions.
- Grower agrees that should any information provided to Syngenta herein change that Grower will promptly provide Syngenta with Grower's updated information at the Syngenta address provided below.

LIMITATIONS OF WARRANTIES AND REMEDIES

Syngenta warrants that the Syngenta Technologies licensed hereunder conform to the written description on the seed tag affixed to each unit of seed corn containing the Syngenta Technologies. This warranty applies only to Syngenta Technologies contained in planting Seed that has been purchased from Syngenta, seed companies licensed by Syngenta or their authorized dealers or distributors and planted from the original sealed bag. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WHICH ARE HEREBY EXPRESSLY DISCLAIMED. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE LABEL.

No claim shall be asserted against Syngenta unless Grower reports to Syngenta promptly after discovery any condition that might lead to a complaint. All claims must be asserted within one year from the date of acceptance. GROWER'S EXCLUSIVE REMEDY 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 PRICE. IN NO EVENT SHALL SYNGENTA SEEDS, ITS DISTRIBUTORS, OR DEALERS BE LIABLE FOR ANY INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES.

GOVERNING LAW

This Agreement and the parties relationship shall be governed by the laws of the state of Minnesota and the United States (other than the choice of laws rules).

Mail ORIGINAL form to:	Syngenta Seeds, Inc. Attn: Agrisure Stewardship P.O. Box 959 Minneapolis, MN 55440
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