2007 Monsanto Technology/Stewardship Agreement Read the fine print!

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

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

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

UNITED STATES PATENTS

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

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; 5,322,938; 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 5.322.938; 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 Roundun 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;

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

- . 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,

Farmers cannot save seed or provide seed to others.

- g Monsanto Technologies solely for planting a single commercial crop m Seed for planting and not to supply Seed produced from Seed to anyone for planting oth to licensed seed company
- nt Seed for Seed production, if and only if, Grower has entered into a valid, written Seed production ag ed company that is licensed by Monsanto to produce Seed. Grower must either physically delive pany or must sell or use as commodity grain all of the Seed produced pursuant to a S NOT plant any Seed Grower has produced or use or allow oth
- 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 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 OUESTIONS 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
- en request, to allow Monsanto to review the Farm Service Agency crop reporting information ed by Grower including Summary Acreage History Report, Form 578 and corresponding aerial photog

ot certain to be received before the end of 2007. As a result, Grower must direct those gr

ne following approved market options: feeding on farm, use in domestic feed lots, elevators that agree to in, or other approved uses in domestic markets only. Go to www.866sellcorn.com for a list of Grain Ha ng transgenic corn. The American Seed Trade Association web site (www.ams

on on grain market options or to obtain additional forms.

• Regulatory approvals: Monsanto Technologies may only be used where the products have been approved for use by all

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

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

ms of the following NOTICE REQUIREMENT, LIMITED WARRANTY WARRANTY AND EXCLUSIVE LIMITED REMEDY by signing this Agreement and/or opening a bag g Monsanto Technology. If Grower does not agree to be bound by the conditions of purchase or bags to Grower's seed dealer

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

nature of the claim, name of the Monsanto Technology, and Seed hybrid or variety

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.

ormance of the cotton Seed containing Monsanto Technology other than claims arising under the laws of the United States must be resolved by binding arbitration. The parties acknowledge that the tra Federal Arbitration Act, 9 U.S.C. Sec 1 et seq. and administered under the Commercial Dispute Resolution Programme de la commercial Dispute Resolution Dispute

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

PURSUANT TO THE PROVISIONS OF THE FEDERAL ARBITRATION ACT. 9 U.S.C. §1 ET SEO., WHICH MAY BE ENFORCED BY THE PARTIES

GROWER SIGNATURE & DATE REQUIRED

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.



For more information, contact:

Farmers' Guide to GM Contracts



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 informed decision for your farm operation.