This Monsanto Technology/Stewardship Agreement is entered into between you ("Grower") and Monsanto Company ("Monsanto") and consists of the terms on this page and on the reverse side of this page.

This Monsanto Technology/Stewardship Agreement grants Grower a limited license to use Roundup Ready® soybeans, Genetically Roundup Ready 2 Yield® soybeans, YieldGard® Corn Borer corn, Roundup Ready® Corn 2 com, YieldGard® Corn Borer with Roundup Ready® Corn 2 com, YieldGard VT Triple® com, YieldGard VT Rootworm/IR® corn, Genetically® VT Triple PRO™ corn, Genetically® SmartStax™ corn, Roundup Ready® cotton, Genetically® Bollgard II® cotton, Bollgard II® with Roundup Ready® cotton, Genetically® Roundup Ready® Flex cotton, Genetically® Bollgard II® with Roundup Ready® Flex cotton, Visite® low linolenic soybeans, Genetically® Roundup Ready® sugarbeets, Genetically® Roundup Ready® Canola, Genetically® Roundup Ready® alfalfa, Monsanto patented germplasm and Monsanto Plant Variety Protection rights ("Seed") containing Monsanto Technologies are referred to herein as ("Seed"). This Agreement also contains Grower's stewardship responsibilities and requirements associated with the use of Seed and Monsanto Technologies.

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 or action made or asserted by a cotton Grower (or any other person claiming an interest in the Grower's cotton crop) against Monsanto 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. §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 all parties involved in the production, development, distribution, and/or sale of the Seed containing Monsanto Technology. In the event that a claim is not amicably resolved within 30 days of Monsanto's receipt of the Grower's notice required pursuant to this Agreement any party may initiate arbitration. The arbitration shall be heard in the capital city of the state of Grower's residence or in any other place as the parties decide by mutual agreement. When a demand for arbitration is filed by a party, the Grower and Monsanto/sellers shall each immediately pay one half of the AAA filing fee. In addition, Grower and Monsanto/sellers shall each pay one half of AAA's administrative and arbitrator fees as those fees are incurred. The arbitrator(s) shall have the power to apportion the ultimate responsibility for all AAA fees in the final award. The arbitration proceedings and results are to remain confidential and are not to be disclosed without the written agreement of all parties, except to the extent necessary to effectuate the decision or award of the arbitrator(s) or as otherwise required by law.

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, 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 arbitrated out or connected in any way with this Agreement and/or the use of the Seed or the Monsanto Technologies, except cotton-related claims made by Grower. The parties waive any objection to venue in the Eastern Division of the U.S. District Court for the Eastern District of Missouri, including those based, in whole or in part, on the Divisional Venue Local Rule(s) of the U.S. District Court for the Eastern District of Missouri.

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.

4. GROWER AGREES:
   - 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 is subject to this Monsanto Technology/Stewardship Agreement and they must have or obtain their own Monsanto Technology/Stewardship Agreement.
   - To read and follow the applicable sections of the Technology Use Guide ("TUG") and the Insect Resistance Management/Grower Guide ("IRM/Grower Guide") which are incorporated into and are 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 and the IRM/Grower Guide as they may be amended from time to time.
   - To implement an Insect Resistance Management ("IRM") program as specified in the applicable Genetically® Bollgard II® cotton and YieldGard® corn sections of the most recent IRM/Grower Guide and to cooperate and comply with these IRM programs.
   - To acquire Seed containing these Monsanto Technologies only from a seed company with technology license(s) from Monsanto for the applicable Monsanto Technology(ies) or from a licensed company's dealer authorized to sell such licensed Seed.
   - To acquire Seed from authorized seed companies (or their authorized dealers) with the applicable license(s).
   - To use Seed containing Monsanto Technologies solely for planting a single commercial crop.
   - Not to save or clean any crop produced from Seed for planting, not to supply Seed produced from Seed to anyone for planting, not to plant seed for production other than for Monsanto or a Monsanto licensed seed company under a seed production contract.
   - 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 production agreement.
   - Grower may not plant and may not transfer to others for planting any Seed that the Grower has produced containing patented Monsanto Technologies for crop breeding, research, or generation of herbicide registration data. Grower may not conduct research on Grower's crop produced from Seed other than to make agronomic comparisons and conduct yield testing for Grower's own use.
   - To direct crops produced from Seed to appropriate markets as necessary. 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 boundaries into nations where import is not permitted.
   - To lawfully plant Genetically® Roundup Ready® alfalfa; and if growing Genetically® Roundup Ready® alfalfa, to direct any product produced from a Genetically® 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 Genetically® Roundup Ready® alfalfa in accordance with the TUG.

Name

Date:

12/15/2010
6. GROWER UNDERSTANDS:

• To pay all applicable fees due to Monsanto that are a part of, associated with
  a limited use license to prepare and apply on glyphosate-tolerant soybean,
  Enrollment for participation in Roundup Rewards® program.
• To provide Monsanto copies of any records, receipts, or other documents that
  are necessary to determine the status of any sales, distribution, or planting of
  existing stocks of seed containing the MON 863 event through July 1, 2011.
• Monsanto applies Roundup technology to crops under license to Monsanto.
• Monsanto Technologies are protected under U.S. patent law. Monsanto licenses
  the right to use the Monsanto Technologies subject to the conditions specified in this Agreement.

5. GROWER RECEIVES FROM MONSANTO COMPANY:

• A limited use license to purchase and to plant Seed in the United States
  except in any state or country where the products do not have all the
  necessary approvals and to apply Roundup® agricultural herbicides and
  other authorized non-sonicized products in the United States in the top of Roundup Ready®
  or Genuity® Roundup Ready® crops. Check with your local Monsanto
  representative if you have questions about the approval status in your state.
• 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.

6. GROWER UNDERSTANDS:

• Monsanto Company is a member of Excellence Through Stewardship® (ETS).
  (producer print), Farm
  and Tract Detail Listing and corresponding aerial photographs, Risk Management
  Agency claim documentation, and dealer/retailer invoices 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 allow Monsanto and its representatives access to land farmed by
  or at the direction of Grower (including refuge areas) and bins, wagons,
  or seed storage containers used or under the control of Grower, for
  purposes 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’s actual (or attempted)
  oral communication with Grower and after at least seven (7) days prior written
  request by Monsanto to Grower.
• To allow Monsanto to obtain Grower’s internet service provider (“ISP”) records
  of Biotechnology Industry Organization.

7. SPECIAL LIMITATIONS ON PRODUCTS CONTAINING MON 863 (ie. YieldGard®
  Rootworm com, YieldGard® Plus com, YieldGard® Plus with Roundup Ready®
  Corn 2 com, YieldGard® Plus with Roundup Ready® Corn 2 com):

• Monsanto’s U.S. Environmental Protection Agency (EPA) registration for
  the MON 863 event expires on September 30, 2010. However, on 8/25/2010,
  EPA published a proposed order in the Federal Register that would permit limited
  sales, distribution, and planting of any existing stocks of seed containing the
  MON 863 event through July 1, 2011. The EPA Order, which has an effective date
  of 9/30/2010, specifies that existing stocks of seed containing the MON 863
  event can be planted by July 1, 2010, for commercial sale. Therefore,
  unless EPA otherwise limits, any sale, distribution, or planting of existing stocks
  of seed containing the MON 863 event is prohibited after July 1, 2011.

8. GENERAL TERMS:

• Grower’s rights may be transferred to anyone else without the written
  agreement of Monsanto. In the event Grower violates the terms of this Agreement, then the Grower’s
  rights under this Agreement shall be automatically terminated. However, Grower’s
  rights under the terms herein shall survive as to all Seed purchased or used by the Grower (such as but not limited to Grower’s obligation to use
  Seed for a single commercial crop) as to Seed previously purchased by the Grower.

In the event Grower violates the terms of this Agreement, then the Grower’s
rights under this Agreement shall be automatically terminated. However, Grower’s
rights under the terms herein shall survive as to all Seed purchased or used by the Grower (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’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
a 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 Monsanto’s submission of a new Monsanto
Technology Stewardship Agreement and Monsanto’s issuance of a new license
constitutes Grower’s agreement to be bound by the new terms.

9. TERMINATION:

Grower may choose to terminate this Agreement in its entirety effective
immediately by delivering a written notice to Monsanto. Monsanto may choose to
terminate this Agreement in its entirety effective immediately by delivering a written notice to Grower.
Grower must deliver the notice of termination to Grower Licensing,
Monsanto, 622 Emerson Road, Suite 150, St. Louis, MO 63141. If this Agreement is
terminated pursuant to such a notice, Grower’s responsibilities and the other terms
specified in the Agreement, shall survive (such as but not limited to Grower’s obligation to use
Seed for a single commercial crop) as to Seed previously purchased by the Grower.

Grower acknowledges that Monsanto has received a copy of Monsanto’s TUG
and the IRM/Grower Guide. To obtain additional copies of the TUG and/or
the IRM/Grower Guide, contact Monsanto at 1-800-768-6387 or go to
www.monsanto.com. Once effective, this Agreement will remain in effect
until either the Grower or Monsanto choose to terminate the Agreement, as
provided in Section 9 below. 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.

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Grower accepts the terms of the following NOTICE REQUIREMENT, LIMITED WARRANTY AND DISCLAIMER OF WARRANTIES AND EXCLUSIVE LIMITED REMEDY by signing this Agreement and/or opening a bag of Seed. 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.

10. NOTICE REQUIREMENT:
As a condition precedent to Grower 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 this license, the seller shall include notice of the Monsanto Technologies and to the Seed or any seller of Seed (regarding performance or non-performance of the Seed) within sufficient time to allow to take action, or dispute is being asserted. The notice will be timely if it is delivered 15 days or less after the Grower first observes the issue(s) regarding performance or non-performance of the Monsanto Technology and/or the Seed. The notice shall be in a form that puts the Grower on notice of the nature of the claim, name of the Monsanto Technologies licensed hereunder, and any seller of Seed, whether or not it has been purchased from Monsanto and seed companies licensed by Monsanto or the seed company's authorized dealers or distributors.

11. 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.

12. 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 (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 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 Technology Use Guide or IRM/Grower Guide for additional information regarding Roundup Ready Cotton Bollgard II, natural refuge and EPA-mandated geographical restrictions on planting B.t. cotton, please call the Monsanto Customer Relations Center at: 1-800-768-6387.

13. PLEASE MAIL THE SIGNED 2011 MONSANTO TECHNOLOGY/STEWARDSHIP AGREEMENT TO:
Grower Licensing, Monsanto
622 Emerson Road, Suite 150
St. Louis, MO 63141