

Cereals Seed Stewardship Agreement

This Agreement ("Agreement") is entered into between you ("You" or "Grower") and Syngenta Seeds, LLC, a Delaware limited liability company ("Syngenta"). By completing the information below, signing and returning this Agreement You receive from Syngenta the right to purchase and plant the **SY Sunrise** variety of wheat seed (the "Seed") solely to produce a single commercial grain crop, all in accordance with the terms and conditions of this Agreement. This Agreement, together with the terms on the Seed label, constitute the entire agreement between You and Syngenta regarding Your use of the Seed and all prior negotiations and understandings between You and Syngenta with respect to the purchase and use of such Seed are hereby superseded. Any prior stewardship agreements between You and Syngenta relating to the Seed identified above are hereby superseded. This Agreement, as to the rights to plant the Seed will terminate after harvest, however, all obligations and restrictions pertaining to the progeny (i.e., grain) produced from the Seed shall continue on in full force and effect.

GROWER RESPONSIBILITIES

Grower agrees to:

- Use Seed solely for producing a single commercial crop in the year the Seed was purchased;
- Not supply, transfer, license or sublicense any Seed to any other person or entity for planting or any other purpose;
- Not save any grain produced from Seed for planting by Grower or any other person or entity;
- Communicate all applicable requirements and obligations set out herein to any of its employees and agents with respect to handling of or work involving Seed and/or grain produced from Seed, and monitor such employees' and agents' compliance with
- Grower's responsibilities under this Agreement.
- Not plant any unplanted quantities of the Seed in any subsequent planting season without Syngenta's written permission.

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 below. In the case of termination of this Agreement by Grower, such notice of termination must include Grower's full name and address. Further, Syngenta may terminate this Agreement for failure of Grower to fully comply with the Grower Responsibilities described above.
- If 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 the Seed or other seed from Syngenta in the future.
- Upon termination of this Agreement, Grower will no longer have a right to purchase or use Seed; Grower's obligations and Syngenta's rights that arose under this Agreement prior to termination will continue in effect.

GENERAL PROVISIONS

- Grower's rights may not be transferred to any other person or entity without the prior 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 consents to Syngenta and its representatives: (i) entering upon Grower's land where the Seed has been planted in prior years or are growing for purposes of examining the land, examining Grower's crop, taking samples thereof and testing such samples; (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 transactions from Grower's seed dealer.
- Grower agrees that Syngenta shall be entitled to recover any costs or expenses, including reasonable attorneys fees, incurred in enforcing its rights under this Agreement.
- The failure of Syngenta to exercise one or more of its or their 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 GROWER INFORMATION provided above change, Grower will promptly provide Syngenta with Grower's updated information at the Syngenta address provided above.

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- Grower agrees that Syngenta shall be entitled to recover any costs or expenses, including reasonable attorneys fees, incurred in enforcing its rights under this Agreement.
- The failure of Syngenta to exercise one or more of its or their 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 Grower information provided below change, Grower shall promptly provide Syngenta with Grower's updated information at the Syngenta address provided below.

LIMITATIONS OF WARRANTIES AND REMEDIES

Syngenta makes no warranty with regard to the Seed except as set forth on the Seed label. This warranty applies only to Seed that has been purchased from Syngenta, seed companies licensed by Syngenta, or its authorized Associates or distributors. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD PARTY PATENTS, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE, ALL OF WHICH ARE HEREBY EXPRESSLY DISCLAIMED. THIS WARRANTY IS VOID IF THE SEED IS TREATED OR REPACKAGED BY ANY PARTY OTHER THAN SYNGENTA. TO THE EXTENT PERMITTED BY STATE AND FEDERAL SEED LAWS ALL SEED SOLD BY SYNGENTA IS SOLD AS IS. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE LABEL OF THE PACKAGING OF EACH UNIT OF SEED.

Syngenta must have prompt notice of any claim arising from the Seed so that an immediate inspection of any allegedly affected Seed or crop can be made. Grower has thirty (30) days from discovery of a condition that may lead to a claim to report such condition to Syngenta in writing. Grower acknowledges that time is of the essence in reporting a condition, and that Syngenta would be prejudiced if unable to inspect the condition in a timely manner. Reporting any such condition within thirty (30) days of discovery is a condition precedent to any claim against Syngenta arising from such condition. All claims must be filed within one year from the date the Seed was acquired by Grower or the claim is barred. GROWER'S EXCLUSIVE REMEDY AND SYNGENTA'S SOLE LIABILITY 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 OR LICENSE PRICE OF THE SEED. IN NO EVENT SHALL SYNGENTA, ITS DISTRIBUTORS, OR DEALERS BE LIABLE FOR ANY INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES. GOVERNING LAW. This Agreement shall be interpreted according to the laws of the State of Delaware, excluding its conflict of law provisions. For purposes of any suit, action, or other legal proceeding relating to this Agreement, the parties consent to exclusive personal jurisdiction in Federal courts of the State of Delaware and waive any objection that such party may have now or hereafter to venue in such court or that such court is an inconvenient forum. Nothing in this Agreement shall be construed as limiting either party's right to seek injunctive relief or specific performance under this Agreement. The parties further agree to waive their rights to a jury trial. YOU, THE UNDERSIGNED GROWER, HEREBY ACKNOWLEDGE AND AGREE THAT: (1) YOU HAVE READ, UNDERSTAND, AND AGREE TO THE TERMS AND CONDITIONS IN THIS AGREEMENT; (2) THIS IS A LEGALLY BINDING CONTRACT; (3) YOU ARE FULLY AUTHORIZED TO ENTER INTO THIS AGREEMENT; AND (4) YOU ARE VOLUNTARILY ENTERING INTO THIS AGREEMENT WITH THE INTENT TO BE BOUND BY ITS TERMS AND CONDITIONS.

GROWER INFORMATION

Grower or Business Name: _____
(Please print clearly)

Authorized Representative:

Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Signature _____

WHEAT SEED DEALER

Name: _____

Phone: _____

Total # of Units Purchased: _____

Mail ORIGINAL form to:

Syngenta Seeds, Inc.
PO Box 2377.
Loveland, CO 80539-2377