

CLEARFIELD
NON- EXCLUSIVE SUBLICENSE AGREEMENT

This "Agreement", effective the date of last signature, is between _____
, Inc. having a principal place of business at _____
, hereafter referred to as "Seed Associate", and the State of Oregon Acting by and through
the Oregon University System on Behalf of Oregon State University, an institution of higher
education in the State of Oregon, located at Corvallis, Oregon, hereafter referred to as
"University".

WITNESSETH

WHEREAS, University has developed a soft white winter wheat, ORCF 101, which
possesses CLEARFIELD (CLEARFIELD is a registered trademark of BASF)herbicide
tolerant technology which is the subject of a Plant Variety Protection Application
filed _____ comprising Oregon State University Docket Number OSU 03-22, hereafter
referred to as the "PVP Application", and

WHEREAS, BASF Corporation is the owner of the CLEARFIELD wheat
technologies, conferring Herbicide Tolerance to Imidazolinone Herbicide that is protected
under U.S. Patents 6,211,438, 6,211,439 and 6,222,100. Other patent applications are
pending, and

WHEREAS, BASF has granted to University a nonexclusive license to Sublicense
Licensed Products the Territory, and

WHEREAS, University is committed to a policy that ideas and creative works
produced at Oregon should be used for the greatest possible public benefit; and

WHEREAS, University accordingly believes that every reasonable incentive
should be provided for the prompt introduction of such ideas into public use, all in a
manner consistent with public interest; and

WHEREAS, Seed Associate is desirous of obtaining a nonexclusive license in
order to practice the above identified soft winter wheat variety, and to produce, use and
sell in the commercial marketplace the products produced in accordance therewith; and

WHEREAS, University is desirous of granting such license to Seed Associate in
accordance with the terms of this Agreement; and

NOW, THEREFORE, in consideration of the of the foregoing premises, the
parties agree as follows:

Article I
Definitions

- A. **Imidazolinone Herbicide** means an herbicidal composition comprising chemical compounds of the imidazolinone class and only such composition sold by BASF or on behalf of or with the permission of BASF, including 2-(2-imidazolin-2-yl)pyridines, 2-(2-imidazolin-2-yl)quinolines and 2-(2-imidazolin-2-yl) benzoates or derivatives thereof, including their optical isomers, diastereomers and/or tautomers exhibiting herbicidal activity and developed by BASF; non-limiting examples of which are 2-[4,5-dihydro-4-methyl-4-(1-methylethyl)-5-oxo-1H-imidazol-2-yl]-3-quinolinecarboxylic acid (chemical name imazaquin), 2-[4,5-dihydro-4-methyl-4-(1-methylethyl)-5-oxo-1H-imidazol-2-yl]-5-ethyl-3-pyridinecarboxylic acid (chemical name imazethapyr), and 2-[4,5-dihydro-4-methyl-4-(1-methylethyl)-5-oxo-1H-imidazol-2-yl]-5-(methoxymethyl)-3-pyridinecarboxylic acid (chemical name imazamox); Imazapyr: 2-[4,5-dihydro-4-methyl-4-(1-methylethyl)-5-oxo-1H-imidazol-2-yl]-3-pyridinecarboxylic acid (chemical name imazapyr); 2-[4,5-dihydro-4-methyl-4-(1-methylethyl)-5-oxo-1H-imidazol-2-yl]-5-methyl-3-pyridinecarboxylic acid (chemical name imazapic), and wherein the herbicidal composition is registered in the Territory for direct application to imidazolinone-tolerant Wheat
- B. **Herbicide Tolerance** means that a variety carries a gene for tolerance to the specific herbicide. This tolerance allows the variety to be sprayed with this herbicide under stated label conditions and specifications with the exception that there will be minimal crop damage given “normal” environmental conditions. Some level of effect of the herbicide on the crop is expected in all circumstances. Visible crop effect has been seen under some environmental conditions.
- C. **Licensed Products** shall mean ORCF-101 soft white winter wheat variety, and other varieties that may be added to this agreement by amendment, developed and owned by University which posses CLEARFIELD herbicide tolerant technology.
- D.. **Territory** shall mean United States.

Article II
Grant

- A. Subject to the terms and conditions of this Agreement, University hereby grants to Seed Associate a, non-exclusive license without right to sublicense, to produce, promote and sell Licensed Products, in the Territory.
- B. The University retains an irrevocable, nonexclusive and nontransferable right to practice for its own educational and research purposes the Licensed Products.

University reserves the right to supply the Licensed Products to research scientists, with such supply subject to limitation of use by such scientists for research purposes and restriction upon further distribution.

Article III Diligence

The Seed Associate warrants that the following provisions and performance requirements will be met during the duration of the License Agreement. Failure to do so may result in action by University including but not limited to termination of the License Agreement.

- A. Fields and seed stocks are to be managed to produce high quality certified seed per standards of the official state seed certification agency and attached CLEARFIELD Wheat Seed Production Protocol. The labeled rate of Beyond™ will be applied to all CLEARFIELD variety seed increase fields. Seed samples will be submitted to a BASF approved laboratory for analysis of percent CLEARFIELD tolerant seed prior to sales. Seed Associate is responsible for cost of the test for each seed lot. A minimum of 96% of seed must be rated as herbicide tolerant for the stocks to be sold as a class of certified seed.
- B. Protected under PVPA, title 5, ORCF-101 can be sold only as a class of certified seed. Registered or Foundation Seed stocks may only be sold to other OSU-approved Seed Associates. Furthermore, all seed sales to growers shall be of Certified seed class. Certified seed stocks may be used to plant a single commercial crop, and may not be used to generate seed stocks for replanting. Stocks that fail to meet certification standards cannot be sold or used as seed and must either be sold into commercial channels as non-seed grain or destroyed. Documentation of such disposition, such as with weight or scale tags, must be provided.
- C. Seed is to be produced, conditioned, stored, and sold according to applicable rules, regulations, and requirements of the official state seed certification agencies. Seed will be properly labeled with certified seed tag or retail bulk sales certificate including required PVPA and applicable patent notices. Seed will be labeled to comply with applicable federal and state seed labeling laws and such other labeling requirements including trademarks as specified by BASF and OSU.
- D. Prior to sale or shipment of any CLEARFIELD seed, the Seed Associate must confirm that purchaser has signed the BASF CLEARFIELD Wheat Stewardship Grower Agreement (Attachment A) and is eligible to purchase seed. The signature on the Stewardship agreement must be current and active. If purchaser has not signed the Stewardship Grower Agreement, or if the signature is not current and active, purchaser is to be referred to an authorized BASF

representative for stewardship training, review and signature of the Grower Agreement.

- E. Seed Associate agrees to support and assist in enforcement of PVPA, applicable patents, the BASF Grower Agreement, and this Agreement, by reporting violations to BASF, OSU, or appropriate state regulatory agencies. Seed Associate shall use due diligence and all reasonable efforts to monitor whether any seed of ORCF-101 is being produced, used, or sold as seed by unauthorized persons. If Seed Associate shall become aware of violation of any applicable law, Seed Associate shall promptly notify OSU and/or BASF and provide all information available to Seed Associate regarding the violation. Seed Associate shall have no right or obligation to undertake any independent action to enforce provisions of the PVPA. However, Seed Associate may be required to be a party in legal action taken by OSU or BASF should a violation involve customer or subcontractor working on behalf of the Seed Associate.
- F. Seed Associate will keep and maintain production, inventory, and sales records and provide copies of such to OSU or BASF on request. Seed Associate will collect and remit royalties from certified seed sales of ORCF-101 to OSU per the schedule in the License and Royalty Fees section of the Agreement. Seed Associate agrees to provide University with annual report summarizing the amount of seeded acreage of ORCF-101, total amount of seed sold, total non-seed uses or sales, and provide payment for accrued royalties on or before January 30 of each year for seed sold during the preceding calendar year. Seed Associate shall retain a 2 lb representative file sample of each seed lot produced, handled, or sold for a period of not less than three years after final distribution of the seed lot.
- G. This agreement is subject to clause 5.1.2 of the Seed Development, Commercialization and License Agreement dated _____ between OSU and BASF which states as follows: “5.1.2 In all selling, offering for sale or other transfer or distribution of Licensed Products hereunder, whether directly by OSU or indirectly through its sublicensees, licensees, or other agents, OSU shall ensure that the proper BASF corporate trademark, as well as a “tolerant wheat” logo (other than a hybrid suffix) which BASF may designate (“**BASF Trademarks**”), are each used in accordance with written labeling instructions, including photocopies of appropriate logos, their sizes and placement, and otherwise in accordance with BASF’s direction, all as provided in writing to OSU, its sublicensees or other agents by BASF, which may, in part, take the form of a separate trademark license agreement. When referring to BASF herbicides or the Tolerant Wheat logo, OSU, its sublicensees or other agents agree to identify these herbicide names and logo as BASF trademarks and to use such names/logo in accordance with BASF practice as provided in writing by BASF. OSU or its sublicensee or other agent may identify itself as the manufacturer or marketer of Licensed Products, as the case may be, and in accordance with all applicable laws and regulations governing same. Nothing in this paragraph shall restrict the free

use by OSU or its sublicensee or other agent of its own logos, trademarks and trade names.”

- H. Seed Associate shall ensure that proper trademarks, trade names, PVPA and patent notifications, and product labeling protocols are used as required by certification agencies, OSU, and BASF on seed packaging and sales documents and in advertising and other correspondence. BASF, in its sole discretion, may designate a label license in accordance with all applicable laws and regulations governing same.
- I. Marketing initiatives and strategies and quality assurance standards and monitoring as set forth herein may change annually by OSU upon instructions from BASF. It is envisioned that an annual communication will be provided to Seed Associate relative to the aforementioned marketing obligations, which may amend the previous year’s obligations. If a Seed Associate does not wish to accept such obligations in any given year, they shall be relieved of such annual marketing obligations only by electing to terminate the Sublicense and Marketing Agreement.

Article IV
License Fee

- A. Seed Associate shall pay University a nonrefundable license fee in the sum of two thousand dollars (\$2000.00) payable upon execution of this Agreement.

Article V
Royalties

- A. In addition to the terms of Article IV, Seed Associate agrees to pay University a royalty of two cents per pound (\$0.02) on the sale of all Certified Seed, or Certified class seed used for Seed Associates own general production. The two cents per pound (\$0.02) royalty shall not be assed on sales of Foundation or Registered seed classes.
- B. If the Seed Associate has seed stocks which cannot be sold as certified class seed, the Seed Associate may, without obligation to pay a royalty to University, a) destroy or process the stocks in a manner which results in loss of identify of the variety, or b) sell or co-mingle with other grain into commercial channels as non-seed wheat, provided there is no opportunity the stocks can or will be used as seed. Documentation of disposition, such as with weight or scale tags, commercial invoices and inventory records must be provided.

- C. All payments due hereunder shall be payable in United States dollars.
- D. Licensed Products, shall be deemed to have been sold when invoiced, or if not invoiced, then when delivered, shipped or paid for, whichever is first.

Article VI
Reports and Accounting

- A. Seed Associate agrees to keep accurate and full books of account and records throughout the term of this agreement, showing the amount of Licensed Products, sold and shall forward to University statements reporting such accounts and pay accrued royalties annually on or before thirty (30) days following the end of each calendar year for Licensed Products sold during the preceding calendar year. University shall have the right to audit the books of Seed Associate or employ an outside auditing agency acceptable to Seed Associate for the sole purpose of verifying the royalty payments due.
- B. Such inspection and audit shall take place no more than once a year and shall be confined to verification of the royalties due, and the accountant shall disclose to University only whether Seed Associate's reports and payments are accurate or not, and if not accurate, shall specify the inaccuracies therein. Each payment of royalties shall be accompanied by a written report signed by the individual who prepared the report and by an officer of the Seed Associate, showing the computation of royalties.

Article VII
Warranties

- A. University represents that any Licensed Products, conceived or reduced to practice by University personnel are assigned to the State of Oregon and that University has the right to enter into this Agreement and grant the various rights and licenses set forth herein. University makes no covenant either to defend any infringement charge by a third party, or to institute action against infringers of Licensed Products.
- B. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, UNIVERSITY MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, WITH REGARD TO ANY LICENSED PRODUCTS HEREUNDER OR ANY PARTS THEREOF, AND UNIVERSITY EXPLICITLY DISCLAIMS ALL WARRANTIES REGARDING VARIETY PERFORMANCE, FITNESS AND USE FOR ANY PARTICULAR PURPOSE, OR HERBICIDE TOLERANCE UNDER ANY CONDITIONS.

Article VIII
Indemnity

- A. Seed Associate hereby indemnifies University and agrees to save and hold University harmless against and from any and all claims, demands, damages, costs, expenses (including, but not limited to, that arising out of personal injuries, wrongful death or property damage suffered by any third party) and reasonable attorneys' fees incurred by University arising out of the production, use or sale by Seed Associate of any Licensed Products.

Article IX
Insurance

- A. Before Seed Associate accepts orders for Licensed Products, Seed Associate shall obtain and maintain in effect insurance in the combined amount of one million dollars (\$1,000,000) per occurrence for bodily injury and property damage against any claims, demands, or causes of action or damages, including reasonable attorneys' fees, arising out of any alleged defects in Licensed Products or in the use thereof. The policy(ies) shall include an endorsement naming University as an additional insured insofar as this agreement is concerned and provide that notice shall be given to University at least thirty (30) days prior to cancellation or material change in the form of such policy(ies).

Article X
Term and Termination

- A. The term of this agreement shall extend for a period of three (3) years and shall be renewable for additional three (3) year periods upon mutual consent of the parties.
- B. Seed Associate shall have the right to terminate this Agreement at any time on ninety (90) days notice to University and upon payment of all amounts due and payable to University through that date.
- C. Upon any material breach or default of this Agreement by Seed Associate, University shall have the right to terminate this Agreement and the rights, privileges and licenses granted hereunder by ninety (90) days notice to Seed Associate. Such termination shall become effective unless Seed Associate shall have cured any such breach or default prior to the expiration of the ninety (90) day period.
- D. Either party shall have the right to terminate this Agreement by giving written notice to the other party of its election to that effect in accordance with the notice provisions hereof, in any of the following events:

- (i) If the other party assigns or makes any composition or sequestration of its assets for the benefit of its creditors; or
 - (ii) If the other party becomes insolvent, goes into liquidation, files a petition in bankruptcy, is adjudicated bankrupt, is placed in judicial receivership or provisional administration, or dissolves, or its financial condition is such that it is unable to pay its bills and obligations as and when due and payable to its creditors.
- D. Seed Associate warrants that the eligibility requirement information provided in the Request for Application is accurate. Seed Associate must continue to meet conditions established in the eligibility requirements during the duration of the license. Failure to do so will be cause for termination.
- E. University reserves the right, with 1-year prior notification, to withdraw a CLEARFIELD* variety from the market and discontinue production of Foundation Seed. Furthermore, at any time during the term of this Agreement, if BASF determines, upon reasonable evidence, that a Licensed Product does not exhibit the requisite Herbicide Tolerance for a particular use licensed under this Agreement, then, upon written notice from University, such Licensed Product shall cease being sold for use with Imidazolinone Herbicides. With respect to Licensed Products that are determined not to be Herbicide Tolerant, Seed Associate may continue to promote and sell such Licensed Products for a period not to exceed three (3) years from the date of said written notice from University that such Licensed Products are not Herbicide Tolerant.
- G. Termination of this Agreement for any reason shall not be construed to release either party from any obligation that matured prior to the effective date of such termination. Seed Associate may, however, after the effective date of such termination, have twelve (12) months to sell all Licensed Products from existing plantings and in inventory. The terms and conditions of this agreement apply to any sales of Licensed Products occurring after the effective date of termination.

Article XI
Assignment

- A. This Agreement may not be assigned.

Article XII
Applicable Law

- A. This Agreement shall be interpreted and construed in accordance with the laws of the State of Oregon.

Article XIII
Notices

- A. All notices, demands, payments, reports or other writings provided for in this Agreement shall be deemed to have been fully given, made or sent when made in writing and delivered by hand or deposited in the U.S. mail, first class, postage paid, and addressed as follows (unless another address has been provided by the party affected):

To University:

Director of Technology Transfer
Research Office
312 Kerr Administration Building
Oregon State University
Corvallis, Oregon 97331-2140
Telephone: 503-737-0674
Facsimile: 503-737-3093

With a copy to:

General Counsel
Oregon University System
Susan Campbell Hall
P.O. Box 3175
Eugene, Oregon 97403
Telephone: 541-346-5767
Facsimile: 541-346-5790

To Seed Associate:

Telephone:
Facsimile:

Article XIV
Waiver

- A. The failure of either party to assert a right hereunder or to insist upon compliance with any term or condition of the Agreement shall not constitute a waiver of that

right or excuse a similar subsequent failure to perform any such term or condition by the other party.

Article XV
Severability

- A. In the event that any provision hereof is found to be invalid or unenforceable pursuant to a final judgment or decree, the remainder of this Agreement shall remain valid and enforceable according to its terms.

Article XVI
Relationship

- A. Nothing contained in this Agreement shall be construed as creating a joint venture, partnership or employment relationship between the parties hereto. Except as specified herein, neither party shall have the right, power or implied authority to create any obligation or duty, express or implied, on behalf of the other party hereto.

Article XVII
Export Controls.

- A. This Agreement is made subject to any restrictions concerning the export of Licensed Products, Confidential Information, or Technology from the United States or which may be imposed upon or related to either party to this Agreement from time to time by the Government of the United States. Neither party will export, directly or indirectly, any Confidential Information, Technology or any Licensed Products utilizing such Confidential Information or Technology to any countries for which the United States Government or any agency thereof at the time of export requires an export license or other governmental approval, without first obtaining the written consent to do so from the Department of Commerce or other agency of the United States Government when required by applicable statute or regulation.

Article XVIII
Force Majeure

- A. For a period of one (1) year from each occurrence thereof, neither party shall be liable for failure of or delay in performing obligations set forth in this Agreement, and such party shall not be deemed in breach of its obligations, if such failure or

delay is due to natural disasters or any causes beyond the reasonable control of that party. In the event of such force majeure, the party affected thereby shall use reasonable efforts to cure or overcome same and resume performance of its obligations hereunder.

Article XIX
Integration

- A. This document represents the entire Agreement between the parties as to the matters set forth and integrates all prior discussions or understandings between them. This Agreement may only be modified or amended in writing by a document signed by an authorized representative of University and Seed Associate.

IN WITNESS WHEREOF the parties hereto have caused this agreement to be executed.

STATE OF OREGON, Acting by and
through the OREGON UNIVERSITY
SYSTEM on behalf of
OREGON STATE UNIVERSITY

SEED ASSOCIATE

Benjamin E. Rawlins Date
General Counsel

Name Date

Title

George R. Holdren, Jr. Date
Vice Provost for Research

BASF CLEARFIELD* Wheat Stewardship Grower Agreement
2003-2004 Season

BASF CLEARFIELD* Wheat Stewardship Grower Agreement Signature Form

READ ALL TERMS ON REVERSE SIDE



Name+ _____

Mailing Address+ _____

City+ _____ State+ _____ Zip Code+ _____

E-mail address+ _____

Phone _____ Fax _____

Preferred contact method: E-mail Fax Phone

Estimated CLEARFIELD* wheat acres to plant _____

What are your target weeds for the CLEARFIELD* wheat production system?

Annual wheat acres:

Percent of acres infested with jointed goatgrass _____

Percent of acres planted with certified seed each year _____



Primary seed supplier (name & location) _____

Primary chemical supplier (name & location) _____

I also farm with: Name _____ City _____ State _____

Name _____ City _____ State _____

Name _____ City _____ State _____

Signing this BASF CLEARFIELD* Wheat Stewardship Grower Agreement means that you have READ and AGREE to all the terms and conditions of the BASF CLEARFIELD* Wheat Stewardship Agreement – 2003-2004 season contained on the reverse side. Signing this Agreement authorizes you to purchase and plant certified class CLEARFIELD* wheat seed.

NOTE: If you are signing on behalf of the grower, you represent that you have authority to do so, and indemnify BASF from any loss arising from your failure to possess such authority.

Signatures:

GROWER+: _____ WITNESS+: _____ Date+: _____

Right to purchase and plant NOT granted without an executed Agreement.

***Required Fields**

Always read and follow label directions
BEYOND™ and CLEARFIELD* are trademarks of BASF
© 2003 BASF Corporation. All rights reserved

BASF CLEARFIELD* Wheat Stewardship Grower Agreement 2003 - 2004 Season

This BASF CLEARFIELD* Stewardship Grower Agreement ("Agreement") covers your use of CLEARFIELD* wheat, and is entered into by you and BASF Corporation ("BASF") in connection with your purchase of CLEARFIELD* wheat from your vendor.

This Agreement is in effect until August 31, 2004, and covers all CLEARFIELD Wheat produced in the 2003-2004 growing season.

1. By entering into this Agreement, you receive the right during the term of this Agreement to purchase and plant seed containing CLEARFIELD* technology covered by one or more patents.

2. By signing this agreement you acknowledge that you understand the following:

(a) The CLEARFIELD* wheat technologies are protected under U.S. Patent law. BASF licenses the Grower, under applicable patents¹ owned by or licensed to BASF, to use these technologies under the conditions listed below. This Agreement is limited to the United States, and further does not authorize planting of seed in the United States if the seed has been purchased in another country or the planting of seed in another country if the seed has been purchased in the United States.

(b) The CLEARFIELD* wheat variety(ies) purchased under this agreement are protected under the Plant Variety Protection Act ("PVPA"). BASF sublicenses you, under the applicable Plant Variety Protection Certificates ("PVRC") to use the varieties under the conditions set forth in this Agreement. You acknowledge that, among other things, the owner of the PVPA certificate may require that the protected variety is sold (and therefore, purchased) only as certified seed and crops grown from the protected variety may only be sold in normal commercial channels for wheat and not for use as seed.

(c) Growers should refer to BASF's guide "CLEARFIELD* Wheat Stewardship Guide" ("Stewardship Guide") for information regarding stewardship practices required (mandatory) and recommended (non-mandatory) by BASF.

3. By signing this Agreement, you agree as follows:

(a) To use the seed containing CLEARFIELD* technologies solely for planting a single commercial crop.

(b) To not supply any of this seed to any other person or entity for planting, and to not save any crop produced from this seed for replanting, or supply seed produced from this seed to anyone for replanting.

(c) To not use this seed (or any seed produced therefrom), or provide it to anyone else, for crop breeding, research for commercial purposes, generation of herbicide registration data or seed production.

(d) That you recognize that CLEARFIELD* wheat is intended to be used in conjunction with BASF's BEYOND™ herbicide. Failure to use BEYOND™ herbicide, while not prohibited, greatly increases the risk of outcrossing to, and subsequent imidazolinone resistance in jointed goatgrass. If you use an imidazolinone herbicide, you agree to use a BASF branded imidazolinone in accordance with the applicable BASF product label, including the stated label rate and timing. The only imidazolinone herbicide approved for use on CLEARFIELD* wheat is BEYOND™. BASF DOES NOT WARRANT THE CROP SAFETY OR PERFORMANCE OF HERBICIDES OTHER THAN BASF BRANDS. FOR WARRANTY OF BASF HERBICIDES, CONSULT THE PRODUCT LABEL.

(e) To implement: (i) all Stewardship Requirements as specified in the applicable sections of the Stewardship Guide, and (ii) as many of the Stewardship Recommendations as possible as specified in the applicable sections of the Stewardship Guide.

(f) To grant BASF and other technology providers, during the term of this agreement and thereafter, the right to enter upon your property and to take any samples or conduct any tests reasonably necessary to assure compliance with this Agreement.

4. Your rights and/or obligations under this Agreement may not be transferred to anyone else without written consent of BASF. If your rights and/or obligations are transferred with BASF's consent or by operation of law, this Agreement is binding on the person or entity receiving the transferred rights.

5. If you violate the terms of this Agreement, in addition to the remedies available to BASF and other technology provider(s) your rights under this Agreement will terminate immediately and you will forfeit any rights to obtain an Agreement in the future and that violation may result in infringement of one or more of the patents that relate to CLEARFIELD* wheat. You agree that BASF or other technology provider(s) are entitled to recover their full amount of legal fees and other costs of enforcing this Agreement. If the Agreement is terminated, you will no longer have a right under this Agreement to purchase seed containing these technologies, however, any obligations that arose before termination will continue in effect. In the event that you save, supply, sell or acquire seed for planting in violation of this Agreement, in addition to other remedies available to BASF and any other the technology provider(s), you agree that damages will include liquidated damages of \$100 per acre for the acres of unauthorized CLEARFIELD* seed involved. You consent to BASF's review of dealer/retailer invoices for seed and chemical transactions and any other business related documents.

6. By signing this, you acknowledge that you have received a copy of the BASF Guide and have read and agree to abide by and be bound by the terms of the Guide which is incorporated by this reference as part of this BASF CLEARFIELD* Wheat Stewardship Grower Agreement.

7. BASF retains ownership of the CLEARFIELD* technology, including, by way of illustration only, the imidazolinone herbicide tolerance trait and the gene technologies, and you receive the limited right to use the licensed genes and technology as specified in this Agreement.

8. Some CLEARFIELD* wheat varieties are still awaiting approval from Canada under its Novel Food Trait Act (Food and Drug Act, Food and Drug Amendment, Schedule 948). If such approval is not received, those CLEARFIELD* wheat seed varieties will not be available in commercial quantities for the 2003 - 2004 growing season. Even if such Canadian approval is obtained, CLEARFIELD* wheat may be in limited supply for the 2003 - 2004 growing season. You acknowledge that this Agreement does not constitute assurance by BASF that you will have access to CLEARFIELD* wheat seed in the 2003- 2004 growing season.

9. THIS AGREEMENT IS GOVERNED BY THE LAWS OF THE STATE OF NORTH CAROLINA AND THE UNITED STATES (OTHER THAN THE CHOICE OF LAW RULES).

10. Any waiver of BASF's rights under this agreement in any single instance shall not constitute a waiver in any future instance. If any portion of this Agreement is later deemed void by a court, the other portions shall remain valid. This Agreement and the Stewardship Guide constitute the entire agreement with you concerning the subject matter herein. The label of any BASF herbicide contains the entire agreement with you concerning that herbicide.

1 The licensed U.S. patents include one or more of the following: 6,211,438; 6,211,439, 6,222,100. Other patents may be pending.