COVER SHEET

2001 EXPORT PRODUCTION AGREEMENT (ADM Buyer's Call Non-BT) FOR OPTIMUM ® HIGH OIL CORN

Parties: Contractor DuPont Specialty Grains
7100 N.W. 62nd Avenue, P.O. Box 2
Johnston, IA 50131-0002

Grower _____ (name)
_____ (address)
_____ (address)
_____

The attached Contract is a legal document between DuPont Specialty Grains and you.

READ YOUR CONTRACT CAREFULLY. This cover sheet provides only a brief summary of your Contract. This is not the Contract and only the terms of the actual Contract are legally binding. The Contract itself sets forth, in detail, the rights and obligations of both you and the Contractor. IT IS THEREFORE IMPORTANT THAT YOU READ YOUR CONTRACT CAREFULLY.

Your Material Risks. You assume the following risks by entering into this Contract:

- The grain shall be produced only from specified seed (see Section 1[a] and Attachment A), and DuPont Specialty Grains does not guarantee that there will be seed available from your seed company in the amount you need to grow the crop (see Section 1[a]);
- You are responsible for shortages of contracted bushels due to events within your control and for shortages in bushels that have been priced (see Section 1[f]);
- You must store the crop until it is called for delivery by the Buyer. See Section 2 for details concerning selection and delivery periods;
- You are responsible for assuring identity preservation and quality standards of the crop until you deliver it. The price you receive for your grain is subject to discounting or rejection of the grain if it fails to meet quality specifications (see Section 3);
- This Agreement defines your price at the time of delivery. The price paid by the elevator may be higher or lower than that of # 2 yellow corn paid in your area to other growers or farmers marketing crops during the period (see Section 4[a]);
- This Contract contains disclaimer of warranty and limitation of damages (see Section 6);
- This Contract is governed by the laws of the state of Iowa (see Section 7[b]);
- This Contract is not binding until both you and DuPont Specialty Grains have signed it. Because there is a limited market for the type of grain produced under this Contract, DuPont Specialty Grains reserves the right to reject this Contract if DuPont Specialty Grains has signed contracts and made commitments with other growers to satisfy its market prior to accepting the signed Contract from you (see Section 9).

Arbitration. Any dispute or conflict relating to this Contract between you and DuPont Specialty Grains shall be settled by arbitration upon either party sending a written request to the National Grain and Feed Association for arbitration services as specified in Section 7[b].

Cancellation. You have the right to review this Contract and cancel it by mailing a written notice to DuPont Specialty Grains at the above address, stating your notice of cancellation, within three (3) business days after you receive a copy of the Contract signed by DuPont Specialty Grains (see Section 9).

Sample Contract

FINAL FINAL FINAL FINAL 8/1/00

Contract Number: **#CONTRACT ID**
Originator: **OriginFName OriginLName OriginatorPhone OriginatorCompany**
Program: **DuPont Specialty Grains /Archer- Daniels- Midland Company/non-Bt**

DuPont Specialty Grains
2001 EXPORT PRODUCTION AGREEMENT FOR OPTIMUM® HIGH OIL CORN
Buyer's call

THIS AGREEMENT is made **DATE** between **GrowerDisplayName** (hereinafter "GROWER") and DuPont Specialty Grains (hereinafter, collectively, the "Parties"), and relates to the production and delivery of identity preserved OPTIMUM□ High Oil Corn grain (hereinafter "OPTIMUM grain") from certain High Oil hybrid seed corn or TC BLEND® seed corn. GROWER and DuPont Specialty Grains are experienced and knowledgeable in the cultivation of corn and business transactions involving corn.

1. GENERAL TERMS

a. GROWER shall produce and deliver OPTIMUM grain on an identity preserved basis by handling and segregating OPTIMUM grain separately from all other grain from planting through delivery. The OPTIMUM grain shall be produced from High Oil hybrid seed corn or TC BLEND® seed corn purchased from seed companies that are on the 2001 DuPont Specialty Grains High Oil Corn Seed Company List (see Attachment A)(hereinafter "SEED"). GROWER agrees to produce **50,000** bushels of OPTIMUM grain for delivery in accordance with the terms of this Agreement. GROWER and DuPont Specialty Grains anticipate that the contracted bushels will require GROWER to plant approximately **300** acres of SEED. GROWER agrees to purchase **120** units of **PIONEER HI-BRED** SEED in order to produce the contracted bushels. GROWER shall provide DuPont Specialty Grains with actual units and variety(ies) planted in a post planting survey which will be mailed post planting. In the event GROWER purchases seed for use under this Agreement from any seed company other than that designated herein, GROWER agrees to promptly notify DuPont Specialty Grains. DuPont Specialty Grains does not guarantee the availability of the required quantity of SEED.

b. **GROWER agrees that only certain high-oil hybrid seed corn or TC Blend ® seed that does not contain the trait for Bt derived insect resistance will be used by the GROWER to produce OPTIMUM GRAIN under this Agreement.**

c. GROWER shall produce the highest quality OPTIMUM grain possible and meet the specifications in Section 3. GROWER shall take all measures to prevent contaminants during growing and handling OPTIMUM grain and may not blend with non-OPTIMUM grain, except as specifically provided in Section 1.d.

d. GROWER agrees to deliver 100% of the contracted bushels of OPTIMUM grain in accordance with the terms of this Agreement. GROWER shall enter into a separate grain purchase agreement with ___**INSERT ELEVATOR NAME**____ (hereinafter referred to as "PRICING ELEVATOR") for the sale and delivery of the OPTIMUM grain to PRICING ELEVATOR or DELIVERY LOCATION. The separate grain purchase agreement between GROWER and PRICING ELEVATOR will designate ___**DELIVERY LOCATION** ___ for delivery of the OPTIMUM grain (hereinafter referred to as "DELIVERY LOCATION"), govern all marketing activities and payments to GROWER, and contain other terms and conditions, including those set forth in Sections 1, 2, 3 and 4 of this Agreement. In the event of any conflict between the terms of this Agreement and the separate purchase agreement (to the extent that they apply to the rights and obligations between GROWER and DuPont Specialty Grains), this Agreement shall control.

INDEX (Reference is to page numbers)

A

Acceptance of Contract 9
Amendment 8
Arbitration 8
Assignment 8

B

Binding contract 8, 9

C

Cancellation 9

D

Definition
- Delivery Location 4
- Grower 3
- Optimum grain 3
- Party(ies) 3
- Pricing Elevator 3
- Seed 3

DELIVERY 4
DISCLAIMER OF WARRANTY AND LIMITATION OF DAMAGES 8
Dispute resolution 7, 8
Duties and Rights
- DuPont Specialty Grains 3, 4, 5, 6, 7, 8, 9
- Grower 3, 4, 5, 6, 7, 9

G

GENERAL TERMS 3
Governing law 8
Grain Specifications 5

I

Indemnification 8
INDEPENDENT CONTRACTOR 7

L

LAND OWNER 9

M

MISCELLANEOUS 8

P

PHYSICAL QUALITY SPECIFICATIONS 5
Price 5, 7
- Discount to Grower 6

Price premium 4, 6, 7
PRICING AND GROWER COMPENSATION 6

R

Rejection of grain 6
Risk of Grower 3, 4, 5, 6, 7, 8, 9

S

SEED COMPANY LIST 10
STORAGE 4

e. Prior to harvest, GROWER will receive notification of any per bushel price premium payable for any production in excess of the bushels in this Agreement. Upon completion of harvest, GROWER shall notify the PRICING ELEVATOR of the actual number of bushels harvested. GROWER shall offer to sell to PRICING ELEVATOR any OPTIMUM grain harvested in excess of the contracted amount. To the extent that PRICING ELEVATOR declines to purchase any quantities of the excess production, GROWER shall blend such excess quantities of the OPTIMUM grain with other yellow corn by combined stream blending, or similar techniques, so as to destroy its character as OPTIMUM grain, and shall either feed the resulting grain to livestock, or sell it without identification as OPTIMUM grain. In the alternative, GROWER may sell the excess as OPTIMUM grain, but only in strict compliance with the terms of Attachment B.

f. Responsibility for shortages of contracted bushels shall be as follows. GROWER shall not be responsible for shortages, to the extent such shortages are due to crop production and storage risks beyond the GROWER's control, of contracted bushels that are not priced. GROWER shall be responsible for shortages of contracted bushels, to the extent such shortages are caused by events within GROWER's control or that have already been priced. GROWER shall be subject to the terms and conditions of any grain purchase agreement with the PRICING LOCATION. Upon GROWER's discovery of any actual or potential shortfall in contracted bushels, GROWER shall immediately notify the PRICING ELEVATOR and DuPont Specialty Grains.

g. GROWER shall not deliver any of the OPTIMUM grain to any other destination without the prior approval of DuPont Specialty Grains and the PRICING ELEVATOR except as otherwise permitted in this Agreement. In the event of a violation of this provision, GROWER hereby acknowledges that, in addition to any other rights and remedies available to DuPont Specialty Grains, GROWER will forfeit all premiums due on the entire contract bushels, and GROWER will be barred from contracting with any DuPont Specialty Grains program for the next two successive crop years.

h. GROWER acknowledges that it has had an opportunity to request and read the specifications and the complete Purchase Agreement and the Limitation of Warranty and Liability associated with all SEED purchased for use under this Agreement. GROWER hereby agrees to abide by the terms and conditions of Attachment B, and the Limitation of Warranty and Liability (see Section 6, below), except as otherwise provided in this Agreement.

i. GROWER grants DuPont Specialty Grains and/or its appointed agents unrestricted access to the fields to inspect, evaluate and monitor the progress and condition of the crop.

2. DELIVERY AND STORAGE

a. DELIVERY IS BUYER'S (PRICING ELEVATOR) CALL. GROWER shall deliver the OPTIMUM grain to DELIVERY LOCATION, or to such other location as directed by the PRICING ELEVATOR and DuPont Specialty Grains. The PRICING ELEVATOR will provide a minimum of one week advance notice of the delivery date. The GROWER shall pay all transportation costs to DELIVERY LOCATION. For OPTIMUM grain redirected by DuPont Specialty Grains and the PRICING ELEVATOR to another delivery location in excess of 5 miles, that receiving location on behalf of DuPont Specialty Grains will pay additional transportation costs. Transportation adjustments will be based on local commercial rates. If GROWER wishes to change DELIVERY LOCATION, GROWER must obtain the prior written consent of both DuPont Specialty Grains and DELIVERY LOCATION. Any such transportation costs are GROWER's responsibility.

b. The delivery period(s) selected is the following: ____

Delivery Period(s)

c. The period(s) selected above provides the order in which the OPTIMUM grain will be called for delivery. PRICING ELEVATOR will make every effort to maintain deliveries to the selected period(s). HOWEVER, PRICING ELEVATOR reserves the right to call the OPTIMUM grain for delivery in accordance with demand. GROWER and PRICING ELEVATOR will each communicate as necessary to ensure prompt delivery of the OPTIMUM grain.

OPTIMUM grain called before the selected period(s):
If already forward priced at time of delivery, GROWER shall receive the forward price. If not priced as of the time of delivery, GROWER shall receive the price based on the delivery period or sign a Price Later (credit sale) agreement with the PRICING ELEVATOR at the time of delivery. All terms of the agreement will be between the GROWER and PRICING ELEVATOR.

OPTIMUM grain called after the selected period(s):
If priced, GROWER will be compensated on all **PRICED** bushels at a rate of $0.0007 per bushel per day from the last day of the delivery period indicated above until the OPTIMUM grain is called. Such compensation shall be paid by the PRICING ELEVATOR. If not priced, GROWER will receive the price on day of delivery.

d. GROWER shall not allow or cause any liens or security interests to be placed on the OPTIMUM grain that would prevent the unencumbered delivery of the OPTIMUM grain or that conveys ownership of the crop to anyone other than the GROWER, the PRICING ELEVATOR or DuPont Specialty Grains.

e. All OPTIMUM grain must be delivered no later than August 30, 2002.

3. PHYSICAL QUALITY SPECIFICATIONS

a. The specifications for OPTIMUM grain shall be:

Moisture	15.0% Maximum
Test Weight	54.0 lbs. Minimum
BCFM	2.0% Maximum
Damage	3.0% Maximum
Aflatoxin	< 20 ppb
Odor	Cool, sweet and of merchantable quality.
Contamination	no more than 2% of corn grain from other types.
Blending	OPTIMUM grain blended with any non-OPTIMUM grain will not be accepted.

If the OPTIMUM grain fails to meet the minimum specifications for BCFM and damage, it shall be subject either to the DELIVERY discount schedule set forth below, or to rejection, at the DELIVERY LOCATION'S discretion.

The following discounts apply for BCFM and damage.

BCFM DISCOUNTS	DAMAGE DISCOUNTS
$0.02 Each 1.0% From 2.1-4.0%	$0.01 Each 1.0% From 3.1-5.0%

b. If the moisture exceeds the above limits or has test weight less than the above minimum, the OPTIMUM grain will be subject either to rejection, or to discounts and drying charges, at the discretion of the DELIVERY LOCATION.

c. Any individual load of OPTIMUM grain that fails to meet the standard of less than 20 ppb Aflatoxin, or is not cool and sweet, or is not of merchantable quality, shall be rejected.

d. OPTIMUM grain delivered under this Agreement shall be of merchantable quality, unadulterated and unrestricted from movement in interstate commerce within the meaning of the Federal Food, Drug, and Cosmetic Act, Environmental Protection Agency Tolerances, the United States Grain Standards Act and applicable state law. OPTIMUM grain, if necessary, may be treated with insecticides approved by the DELIVERY LOCATION. Any individual loads rejected for failure to meet any of the specifications in this Agreement shall, at the DELIVERY LOCATION'S discretion, either be purchased as yellow corn, or returned to GROWER for disposal as excess production in accordance with Section 1.d. No premium will be paid for oil content on rejected loads of OPTIMUM grain.

e. The DELIVERY LOCATION'S weights and grades shall govern. GROWER has the right to appeal any grading by having the DELIVERY LOCATION submit a sample to the Federal Grain Inspection Service (FGIS), at GROWER'S expense, for an official grade. The Parties agree that the grade as determined by FGIS shall be considered final.

f. At the request of DuPont Specialty Grains, GROWER shall provide a representative sample of GROWER'S OPTIMUM grain before delivery. DuPont Specialty Grains will provide sample bag(s) and sample shipping instructions to the GROWER. DuPont Specialty Grains or their representative shall have the right to sample bins of OPTIMUM grain prior to delivery.

4. PRICING AND GROWER COMPENSATION

a. The PRICING ELEVATOR will compensate the GROWER in accordance with the following terms and conditions. The compensation for a load of delivered, dried OPTIMUM grain shall be the PRICING ELEVATOR cash price for U.S. No. 2 yellow corn, based on the export market for commodity corn on day of delivery (if not priced earlier with PRICING ELEVATOR), less any discounts, plus a premium based upon the oil content (see the SCALE below) times the total number of net bushels of the OPTIMUM grain delivered. PRICING ELEVATOR will post a direct ship bid price for DELIVERY LOCATION. GROWER acknowledges that depending upon market conditions, the pricing of OPTIMUM grain may be higher or lower than the local price of U.S. No. 2 yellow corn. The GROWER agrees to accept this export price as the final determination in the settlement of the OPTIMUM grain. DuPont Specialty Grains shall not be responsible for any payments owed to GROWER by the PRICING ELEVATOR pursuant to this Agreement.

PREMIUM SCALE FOR BUSHELS DELIVERED AS IDENTITY PRESERVED
Less than 6.5% oil*, $0.00 per bushel

6.5% oil $.08 per bu.	7.3% oil $.16 per bu.
6.6% oil $.09 per bu.	7.4% oil $.17 per bu.
6.7% oil $.10 per bu.	7.5% oil $.18 per bu.
6.8% oil $.11 per bu.	7.6% oil $.19 per bu.
6.9% oil $.12 per bu.	7.7% oil $.20 per bu.
7.0% oil $.13 per bu.	7.8% oil $.21 per bu.
7.1% oil $.14 per bu.	7.9% oil $.22per bu.
7.2% oil $.15 per bu.	8.0% oil or greater $.23 per bu.

*All oil contents are expressed on a zero moisture basis.

b. In addition, DuPont is offering GROWER an incentive for utilizing DuPont Crop Protection Chemicals. Please contact your local DuPont representative for more details or call toll free 1-888-6-DuPont for additional information.

c. Oil content of OPTIMUM grain shall be determined by the DELIVERY LOCATION, utilizing a grain analyzer with a DuPont Specialty Grains approved calibration for OPTIMUM grain, on a representative sample drawn from each load. Details of the sampling and measurement procedure may be obtained from the DELIVERY LOCATION.

d. In the event of a disagreement or dispute related to oil content, the GROWER may request that such sample be re-analyzed. The oil content for determining the premium due shall be the average value of the two sample measurements. If the GROWER requests a third party analysis, then GROWER has the right, at GROWER'S expense, to have DELIVERY LOCATION submit the same sample to the Federal Grain Inspection Service (FGIS). The Parties agree that the oil content as determined by FGIS shall be used to determine the premium for the OPTIMUM grain.

e. If a grain analyzer with a DuPont Specialty Grains approved calibration for OPTIMUM grain is not available at the DELIVERY LOCATION when the GROWER delivers the OPTIMUM grain, then GROWER shall allow DELIVERY LOCATION reasonable time to obtain oil analysis by a method approved by DuPont Specialty Grains.

5. INDEPENDENT CONTRACTOR
GROWER is, for purposes of this Agreement, an independent contractor and nothing contained in this Agreement shall make GROWER an employee or agent of DuPont Specialty Grains, PRICING ELEVATOR or DELIVERY LOCATION, or authorize him/her to act on behalf of DuPont Specialty Grains, PRICING ELEVATOR or DELIVERY LOCATION. GROWER shall indemnify, defend and hold DuPont Specialty Grains, PRICING ELEVATOR, and DELIVERY LOCATION harmless from all claims in any way connected directly or indirectly with GROWER'S operations pursuant to this Agreement.

6. DISCLAIMER OF WARRANTY AND LIMITATION OF DAMAGES
Actual total oil content of the OPTIMUM grain produced by the GROWER will vary and is influenced by factors such as variety selected, date of planting, occurrence of disease, insects including corn rootworm beetle, accumulated growing degree days during the growing season, contaminating pollination by non-high oil corn varieties, failure to follow the recommended method of use, and the breakdown of male sterility of the hybrid seed corn incorporated in the TC BLEND® seed under adverse weather conditions, all of which are beyond the control of DuPont Specialty Grains. **DUPONT SPECIALTY GRAINS MAKES NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER EXPRESS OR IMPLIED WARRANTY. NO CLAIM OF ANY KIND, WHETHER OR NOT BASED ON NEGLIGENCE, SHALL BE GREATER IN AMOUNT THAN THE VALUE OF COMMERCIAL SEED IN A QUANTITY COMPARABLE TO THAT QUANTITY OF SEED SUBJECT TO THIS AGREEMENT. NEITHER PARTY SHALL BE LIABLE FOR SPECIAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, OR INDIRECT DAMAGES AND THE MEASURE OF DAMAGES SHALL BE WITHOUT REGARD TO THE CAUSE RELATIVE THERETO AND WHETHER OR NOT CAUSED BY OR RESULTING FROM THE NEGLIGENCE OF SUCH PARTY.**

7. MISCELLANEOUS
a. This Agreement constitutes the complete and exclusive statement of the understanding between the Parties and supersedes all prior and collateral representations. Any alteration, modification, or amendment of the Agreement shall not be valid and binding unless in writing and signed by both Parties. This Agreement shall bind Parties hereto, their heirs, administrators, executors, successors, and assigns.

b. This Agreement shall be governed by Iowa law, without regard to conflict of law principles. DuPont Specialty Grains and GROWER agree that all disputes and differences arising between DuPont Specialty Grains and GROWER out of or relating in any way to this Agreement, the construction, meaning and operation, or effect of this Agreement, or breach thereof, shall be settled by arbitration in accordance with the rules and regulations of the National Grain and Feed Association pursuant to such Association's grain arbitration rules. DuPont Specialty Grains and GROWER agree that judgment may be entered upon any arbitration award in any court of competent jurisdiction.

c. GROWER shall not assign this Agreement without prior written consent of DuPont Specialty Grains, which consent shall not be unreasonably withheld. GROWER may request permission to assign this Agreement by providing written notice to DuPont Specialty Grains by personal delivery or by postage paid letter addressed to DuPont Specialty Grains, PO Box 2, Johnston, IA 50131-0002.

8. LAND OWNER (Crop Share Only)
If GROWER has a crop share agreement on a field used for the production of the OPTIMUM grain under the terms of this Agreement, the owner shall be bound by, and shall execute this Agreement below. Any method of payment other than directly to GROWER shall be indicated below.

9. ACCEPTANCE BY DUPONT SPECIALTY GRAINS

This Agreement is not binding until signed by both GROWER and DuPont Specialty Grains. GROWER must present this Agreement to PRICING ELEVATOR for DuPont Specialty Grains to sign. GROWER has the right to cancel this Agreement by mailing a written notice to DuPont Specialty Grains at the above address, stating notice of cancellation, within three (3) business days after receiving a copy of the Agreement signed by DuPont Specialty Grains.

DUPONT SPECIALTY GRAINS:

By: _____ Date: _____

Name and Title

This Agreement was submitted on SUBMITTEDDATE and will have the reserved bushels cancelled in 14 days unless signed & delivered to PRICING ELEVATOR.

GROWER:

By: _____ Date: _____

(signature)

When filling out the information below please PRINT CLEARLY with a ball point pen:

GROWER Name: **GrowerDisplayName**

Company Name (if any): **CompanyDisplayName**

Street or box number: **ADDRESS1, ADDRESS2**

City, State, Zip Code, Phone: **CITY, STATE PostalCD, PHONE**

**Complete, legible name and address required for Agreement to be valid.

ACCEPTANCE BY LANDOWNER (S):

By: _____

LANDOWNER (signature)

_____

ADDRESS/CITY/STATE

* OPTIMUM® is a registered trademark of DuPont Specialty Grains

* TC BLEND® is a registered trademark of DuPont Specialty Grains

Version: Version

Attachment A

OPTIMUM® HIGH OIL CORN
SEED COMPANY LIST FOR 2001

Ag Source
Ag Venture, Inc.
AgriGold
Agripro Seeds, Inc.
Asgrow
Beck's Superior Hybrids, Inc.
Bo-Jac Hybrid Corn Co.
Brown Seed Farms, Inc.
Burrus Bros. & Assoc. Growers
Cargill
Callahan Seeds
Croplan Genetics
Crows Hybrid Corn Company
DeKalb Genetics Corporation
Diener Seeds, Inc.
Garst Seed Company
Golden Harvest/Garwood
Golden Harvest/Golden Seed Co.
Golden Harvest/JC Robinson Seed Co.
Golden Harvest/Sommer Brothers
Golden Harvest/Thorp
Great Lakes Hybrids
Growmark, Inc.
Gutwein, Fred & Sons, Inc.
Hawkeye Hybrids, Inc.
Hoblit Seed Co.
Horizon Seed Genetics
Hughes Hybrids
L. G. Seeds, Inc.
Legend Seeds, Inc.
Lewis Hybrids, Inc.
Mark Seed Company
NC+ Hybrids
Novartis Seeds, Inc.
Patriot Seeds, Inc.
Pfister Hybrid Corn Company
Pioneer Hi-Bred International, Inc.
Prime Farm Seeds, Inc.
Producers Hybrids, Inc.
Sand Seed Service
Schlessman Seed Co.
Seed Consultants
Select Seed Hybrids, Inc.
Sieben Hybrids, Inc.
Stewart Seeds, Inc.
Stone Seed Farms, Inc.
Top Farm Hybrids
Trelay Farms, Inc.
Trisler Seed Farms, Inc.
UAP Seeds Co.
Wilson Seeds, Inc.
Wyffels Hybrids, Inc.

Attachment B

PURCHASE AGREEMENT INCLUDING LIMITED PATENT AND TRADE SECRET LICENSE

Notice: Read this Purchase Agreement including Limited Patent and Trade Secret License ("Purchase Agreement") before buying or using this product. If the terms are not acceptable, return the product at once, unopened, and the purchase price will be refunded. Use of this product by you, the buyer and/or user, constitutes an acceptance of all the terms and conditions of this Purchase Agreement.

THIS IS A LEGAL CONTRACT BETWEEN YOU, THE BUYER AND/OR USER OF THIS TC BLEND® SEED CORN, AND DUPONT SPECIALTY GRAINS, FOR THE PURCHASE AND USE OF THIS SEED CORN. VIOLATION OF THIS PURCHASE AGREEMENT CAN RESULT IN CIVIL ACTION AGAINST YOU FOR DAMAGES RESULTING FROM THE VIOLATION.

This bag of TC BLEND® seed corn contains a mixture of 90% to 92% male sterile hybrid seed corn and 8% to 10% TC BLEND® pollinator seed, wherein cross pollination by the TC BLEND® pollinator of the hybrid corn plants results in the production of OPTIMUM® High Oil Corn grain with enhanced quality traits. The pollinator seed corn and its genetic makeup (and for certain TC BLEND® seed corn, also the male sterile hybrid seed and its genetic makeup) are trade secrets owned or licensed by DuPont Specialty Grains (the "Trade Secrets"). In addition, Canadian Patent 2,095,867 and US Patents 5,704,160 and 5,706,603 have issued with respect to the TOPCROSS® grain production method and one or more patents may have issued with respect to the high oil pollinators and/or male sterile hybrids included in this bag (the "Patents"). The Trade Secrets and Patents are highly proprietary and valuable to DuPont Specialty Grains.

DuPont Specialty Grains grants you as a buyer and/or user of this bag of TC BLEND® seed corn a limited license, subject to the Restrictions listed below, to use the Trade Secrets and Patents to grow this TC BLEND® seed corn in the United States to produce OPTIMUM® High Oil Corn grain for (i) sale and use in the United States or Canada, and/or (ii) sale to DuPont Specialty Grains or its designee for export outside of the United States or Canada. Unless specified in a separate contract, neither DuPont Specialty Grains nor its designee is obligated to purchase the OPTIMUM® High Oil Corn grain from you for export.

The limited license granted to you is subject to the following restrictions (the "Restrictions"). YOU MAY NOT:

1. Conduct breeding, seed production, research or reverse engineering with the TC BLEND® seed corn, OPTIMUM® High Oil Corn grain or any plant material developed from the TC BLEND® seed corn or OPTIMUM® High Oil Corn grain;
2. Transfer the TC BLEND® seed corn or any plant material developed from the TC BLEND® seed corn (other than the OPTIMUM® High Oil Corn grain) to any party for any purpose;
3. Export the OPTIMUM® High Oil Corn grain outside of the United States or Canada;
4. Sell or otherwise transfer the OPTIMUM® High Oil Corn grain to any recipient, unless you notify the recipient of this Purchase Agreement, and the recipient has agreed to be bound by the Purchase Agreement and these Restrictions; and/or
5. **If this TC BLEND® seed corn will produce grain or forage with any quality trait in addition to high oil, including but not limited to high oleic acid or high lysine ("Multiple Quality Trait TC BLEND® seed corn"), then notwithstanding anything in this Purchase Agreement to the contrary, you may only use the Multiple Quality Trait TC BLEND® seed corn to produce grain to sell to DuPont Specialty Grains or its designee. You may not transfer the Multiple Quality Trait TC BLEND® seed corn or any plant material developed from the Multiple Quality Trait TC BLEND® seed corn (including the grain) to any party for any purpose without DuPont Specialty Grains prior written consent.**

The purchase price of this bag of TC BLEND® seed corn is based on the value of the seed plus a license fee for the limited use of the Trade Secrets and Patents.

OPTIMUM®, TC BLEND®, and TOPCROSS® are trademarks owned by DuPont Specialty Grains