



2020 COAXIUM® WHEAT PRODUCTION SYSTEM



STEWARDSHIP AGREEMENT

This CoAXium® Wheat Production System Grower Stewardship Agreement sets forth the terms between Albaugh, LLC ("Albaugh") / Colorado Wheat Research Foundation ("CWRF") / Limagrain Cereal Seeds ("Limagrain") and Grower for use of wheat seed containing AXigen® traits. Grower accepts the Terms and Conditions of this Agreement and the CoAXium® Wheat Production System Stewardship Guidelines as a prerequisite to the right to purchase and use wheat seed containing AXigen® traits and Aggressor® branded herbicides.

I, the undersigned Grower or authorized representative of the Grower, acknowledge that I have read this Agreement and the CoAXium® Wheat Production System Stewardship Guidelines and understand and acknowledge that the terms and conditions hereof and of the Guidelines are legally binding on me and/or the Grower I represent, and all individuals and entities that will plant and grow wheat seed containing AXigen® traits on behalf of me and/or the Grower.

Grower Signature: \_\_\_\_\_ Date: \_\_\_\_\_
Printed Name: \_\_\_\_\_
Title (if not an individual): \_\_\_\_\_

Grower Information:

Name: \_\_\_\_\_ Farm Business: \_\_\_\_\_
Address: \_\_\_\_\_ Address: \_\_\_\_\_
Phone: \_\_\_\_\_ Phone: \_\_\_\_\_
E-mail: \_\_\_\_\_ E-mail: \_\_\_\_\_
Last 4 digits of SSN: \_\_\_\_\_ Last 4 digits of Tax ID: \_\_\_\_\_

Grower Estimate of total planted CoAXium® wheat acres this year: \_\_\_\_\_ Acres

Seed Supplier Information

Name: \_\_\_\_\_
Address: \_\_\_\_\_
Phone: \_\_\_\_\_

Preferred Ag Retailer Information

Business Name: \_\_\_\_\_
Address: \_\_\_\_\_
Phone: \_\_\_\_\_

Terms and Conditions

1. Authorized Purchase. This Agreement and the licenses herein only apply to wheat seed containing AXigen® traits purchased from authorized retailers in the United States. Grower shall not plant in the United States wheat seed containing AXigen® traits that has been purchased or otherwise obtained in any other country or from any source other than an authorized retailer.

2. Stewardship. Grower shall follow the CoAXium® Wheat Production System Stewardship Guidelines, listed at www.coaxiumwps.com (the "Guidelines"), as such Guidelines may be amended from time to time. The terms of the Guidelines as they may be so amended are hereby incorporated into this Agreement by reference. Grower acknowledges that Grower has received a copy of and has read and shall abide by the Guidelines. Prior stewardship agreements signed by Grower are hereby superseded.

3. For Food or Feed Only. This Agreement permits Grower to sell grain produced from wheat seed containing AXigen® traits planted during the Term of this Agreement only (i) for food or feed purposes or (ii) to grain elevators for the sole purpose of supplying or selling such grain for food or feed purposes only. Grower shall not replant seed harvested from wheat seed

containing AXigen® traits planted by Grower either within or outside the United States. Grower shall not plant wheat seed containing AXigen® traits for seed production or for purposes of research of any kind including but not limited to plant breeding or generating herbicide registration data. Grower shall not sell or transfer seed or any propagation material or plant parts derived wheat seed containing AXigen® traits for use as seed or for plant propagation. Seed production of wheat seed containing AXigen® traits is only authorized if the seed production is under contract with a licensee authorized by CWRF or Limagrain and the licensee is following the Seed Production Protocol.

4. Herbicide Use. Grower agrees to only use Aggressor® brand herbicides with the active ingredient Quizalofop-p-ethyl to the growing area of and plants grown from wheat seed containing AXigen® traits. Application of any other Quizalofop-p-ethyl herbicide to the growing area of and plants grown from wheat seed containing AXigen® traits will violate this agreement. Purchase of Aggressor® brand herbicide without signing this agreement does not confer a license to use the herbicide on wheat seed containing AXigen® traits.

5. Enforcement. During the term of this Agreement and for a period of five (5) years thereafter, Grower hereby grants Albaugh, CWRF, and/or Limagrain and CWRF's authorized providers of