GENERAL TERMS:

GROWER shall produce and deliver an "Identity Preserved" crop from OPTIMUM SOYBEANS obtained from a sales representative from one or more of the seed companies listed below.

_____units from Asgrow Seed Company
_____units from Cenex/Land O'Lakes
_____units from Pioneer Hi-Bred International, Inc.

GROWER shall return to seed supplier any OPTIMUM SOYBEANS not used in planting for production of OPTIMUM GRAIN. All returned OPTIMUM SOYBEANS must be in good and merchantable condition. In the event there is a shortage of seed then OPTIMUM, in it's sole discretion, may void this Agreement. If replanting is necessary, GROWER agrees to replant with the same variety, A233HO.

GROWER will preserve the identity of the OPTIMUM SOYBEANS from planting through delivery of the OPTIMUM GRAIN. GROWER agrees to use reasonable effort to prevent access of third parties to OPTIMUM SOYBEANS.

GROWER grants OPTIMUM and its designees free and easy access to the fields and grain storage facilities used in the production of the OPTIMUM GRAIN to inspect, evaluate and monitor the progress and condition of the crop and grain. GROWER agrees to provide a representative sample of its OPTIMUM GRAIN upon request. OPTIMUM will provide bags and sample shipping instructions to the GROWER. OPTIMUM or its representatives shall have the right to sample bins of OPTIMUM GRAIN prior to delivery.

In addition DUPONT is offering GROWER profit incentives that could include additional premiums 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 on these incentives.

For production on land owned by a party other than the grower and with a crop share arrangement, the landlord's name and address shall be indicated below.

LIMITED LICENSE FOR PATENTS AND TRADE SECRETS:

The High Oleic OPTIMUM SOYBEANS obtained by GROWER under this Agreement contain valuable trade secrets pertaining to High Oleic quality traits that are proprietary to OPTIMUM (the "Oleic Trade Secrets"). In addition, certain patents are pending with respect to High Oleic OPTIMUM SOYBEANS (the "Pending Oleic Patents").

OPTIMUM hereby grants a license to GROWER, subject to the Restrictions (as defined below), to use the Oleic Trade Secrets and any Pending Oleic Patents that issue prior to the expiration of this license to the extent necessary to grow the High Oleic OPTIMUM SOYBEANS as provided in this Agreement. This license shall automatically terminate upon the earlier of delivery of the OPTIMUM GRAIN and August 31, 1999.

The license granted hereunder is subject to the following restrictions (the "Restrictions"):

1. GROWER may not use any OPTIMUM SOYBEAN or material directly or indirectly derived therefrom for breeding, research, seed production, reverse engineering or analysis of the genetic makeup thereof;

2. GROWER may not sell, transfer, give or supply, directly or indirectly, any OPTIMUM GRAIN or material directly or indirectly derived therefrom unless GROWER gives notice to the recipient of the terms and conditions of this Agreement and recipient agrees to be bound by such terms and conditions;

3. GROWER may not sell, transfer, give or supply, directly or indirectly, any OPTIMUM SOYBEAN, any of its seed components, or any material directly or indirectly derived therefrom (other than the OPTIMUM GRAIN) to any party for any purpose; and/or

4. GROWER may not use the OPTIMUM SOYBEANS, the OPTIMUM GRAIN or any material directly or indirectly derived therefrom for any purpose other than to grow and deliver the OPTIMUM GRAIN as expressly provided in this Agreement including, but not limited to, export outside the United States except by sale to OPTIMUM or OPTIMUM's designee.