

**SYNGENTA-
AGRISURE VIPTERA®
AND/OR
AGRISURE DURACADE™ CORN**

EMPLOYMENT AGREEMENT

THIS AGREEMENT is made by and between

individually and on behalf of any related entities listed on the attached signature page (collectively, the "Client") and PaceWard, LLP (collectively, the "Law Firm"). The Law Firm shall be jointly responsible for the representation.

I. INTRODUCTION

A.

Subject to the conditions of paragraph B below, Client employs the Law Firm to represent Client in connection with any and all claims, causes of action and remedies that Client may have against SYNGENTA CORPORATION, SYNGENTA CROP PROTECTION, LLC, SYNGENTA SEEDS, INC., SYNGENTA BIOTECHNOLOGY, INC., SYNGENTA AG, SYNGENTA CROP PROTECTION AG ("SYNGENTA") or any related entities and all other persons, affiliates, associations, entities and/or trusts that are or may be liable for the damages and losses that Client has suffered and continues to suffer and/or are or may be subject to other relief to which Client is entitled to receive stemming from the contamination of the U.S. corn supply with SYNGENTA'S "Agrisure Viptera®" and/or "Agrisure Duracade™" corn and/or the MIR 162 and/or Event 5307 genetically engineered corn traits (the "Claims").

B.

Client understands that the Law Firm may seek to bring the Claims as a "class action" and Client agrees to bring the Claims both individually and as representative parties on behalf of the class of all corn producers in the state of the producer's home state and/or other states who have suffered losses due to SYNGENTA's genetically-engineered Viptera® and/or Duracade™ corn and/or the MIR 162 and/or Event 5307 genetically engineered corn traits contaminating the U.S. corn supply. Should the Claims not be brought or certified as a Class Action, Client agrees that he has retained the Law Firm to bring his Claims individually. **Under any circumstance, Client shall not be responsible for paying the Law Firm any fee or for paying or reimbursing the Law Firm for any Expenses except as provided for in this Agreement.**

II. SCOPE OF AUTHORITY

A.

Client authorizes the Law Firm to take all steps that they deem necessary for the proper investigation, preparation and trial of the Claims, either individually or as part of a class action, including the timing and substance of any motions to bring the Claims as a class action and any post-trial motions and appeals. Client further authorizes the Law Firm to make decisions regarding all other matters that they deem appropriate in their professional judgment with regard to the Claims; provided, however, that the Law Firm will not compromise or otherwise settle the individual Claims without first obtaining the consent of Client. Client understands that if the Claims are certified for class treatment, any settlement would be subject to approval by the Court, and not Client. The Law Firm, in their sole discretion, may designate any of its members or the other attorneys and legal assistants that it employs to handle all or any portion of the Claims.

B.

Client understands and agrees that the Law Firm has made or will make arrangements to compensate experts employed to consult and assist in the prosecution of the Claims for their time on an hourly basis, and that the compensation to be paid to such experts could be considerable. **The fees and costs associated with the use and retention of such experts shall be treated as an "Expense" under paragraph 5(b) below, and such that the fees and costs shall be paid before the contingency fee under paragraph 5(a) is determined.**

III. CONTINGENCY FEE

A.

The Law Firm has offered to represent Client on a contingency fee basis. Thus, the Law Firm shall be compensated for its work as follows:

(1) **FEES:** Client agrees to pay the Law Firm the amount set forth in the following subparagraphs:

(a) **Percentage Amount:** Client shall pay the Law Firm, as its fee, thirty-three and one-third (33 ⅓) of the "Net Benefit Received" unless a class is certified and the court awards a lesser amount of fees or the Court issues a fee assessment requiring a contribution of a portion of Client's recovery for the compensation of common benefit fees. In the event the Court makes such a fee assessment, the fee payable to the Law Firm will be as stated but reduced by the amount of the fee assessment.

(b) **Net Benefit Received:** For purposes of this Agreement, the term "Net Benefit Received" is defined as the total amount recovered or received on Client's behalf including, without limitation, any compensatory and punitive damage awards, statutory attorney fee award, and awards of pre- and post-judgment interest, after first deducting and paying to the Law Firm the Expenses that the Law Firm incurred or advanced in connection with the Claims.

(c) **No Settlement or Recovery:** Client shall be responsible for paying the Law Firm a fee under subparagraphs (a)(1) or (2) above, and for paying or reimbursing the Law Firm for the Expenses that they incur or advance in connection with the Claims, **only** if a settlement or recovery is obtained on Client's behalf. If no settlement or recovery is obtained on Client's behalf, no fee shall be owed and Client shall not be responsible for the repayment of any Expenses.

(d) **Structured Settlement:** If a settlement is made in the form of a structured settlement, the Law Firm shall receive its fee as set forth above in subparagraphs (a)(1) or (2) above, whichever is applicable. However, in such an event, the phrase "the total amount recovered or received on Client's behalf," as used in each of the subparagraphs, shall be the present value of the "Net Benefit Received" as determined by the Court or, absent such a determination, by an independent actuary mutually selected by Client and the Law Firm.

(e) **Class Action:** If the Clients' claims are certified for class treatment and Client does not opt out of the class, fees will be determined by the Court as set forth in paragraphs 5(c) below. The Law Firm agrees to seek as fees no more than the thirty-three and one-third (33 ⅓) of the total net benefit made available to all class members.

(f) **Associate Counsel:** The Law Firm may, from time to time, retain such other or additional counsel to assist in the prosecution of the Claims, but shall advise the Client of such retention and the compensation to be paid to such counsel.

(2) **EXPENSES:** As used in this Agreement, the term "Expenses" means the court costs and expenses that the Law Firm incurs or advances in connection with the Claims, whether designated "expenses" or "advances," and including, without limitation, any investigation expenses, filing fees, costs of serving summonses and subpoenas, court reporting and deposition fees, attendance fees, expert witness fees (including fees for testimony, conferences and consulting experts), travel costs, the cost for

conducting electronic research, long-distance telephone charges, photocopy charges, telecopy charges, mailing charges, printing and binding costs, and any other expenses and out-of-pocket disbursements that the Law Firm incurs or makes on behalf of the Client and the putative class or in connection with the Claims. In addition, the term "Expenses" shall include the fees and costs incurred in connection with the use or retention of any experts retained on an hourly basis; it also includes any fees and costs associated with the use or retention of an actuary under subparagraph above. Any internal photocopying, printing, binding and other similar work that the Law Firm performs internally shall be charged at amounts equal to those that the Law Firm customarily charges for such work. On written request, an accounting will be made of all Expenses incurred or advanced on the Client's behalf. To the extent that the Law Firm prosecutes other or similar claims to the Claims represented by this Agreement and those costs can be shared among such claims, so long as the Law Firm seeks to allocate those Expenses, in good faith, among the various claims, those allocations by the Law Firm shall be deemed final regarding such allocation of Expenses. In the event the Court issues an assessment for common benefit expenses, that assessment shall be handled as directed by the Court and shall not be considered "Expenses" under this section.

(3) COURT APPROVAL: The Client has been advised and understands that the Court with jurisdiction of a class action suit, if initiated and certified, must approve any award of attorneys' fees and expenses to be made as a part of any settlement or judgment that might be obtained, giving due consideration to a variety of factors including the percentage of the fee award requested, the size of the total recovery on behalf of the class, the time and effort of the attorneys involved, the contingent nature of these claims and the risks undertaken by the Law Firm in prosecuting these claims on behalf of Client and the class. Client further understands that the Law Firm will seek (but cannot guarantee success) to collect all Expenses and any attorneys' fees due from the total amount of recovery obtained on behalf of the class as a whole on terms identical to those contained in this Agreement.

B.

Client agrees to keep the Law Firm advised of Client's residence and business addresses, email address and phone numbers, and to cooperate in the preparation and trial of the case. Client consents to being contacted via email. Client further agrees to appear upon reasonable notice for deposition, for any arbitration, settlement or mediation conferences, and for trial, and to comply with all reasonable requests that the Law Firm makes in connection with the Claims including gathering and providing necessary records and documentation.

C.

Client understands and acknowledges that, within three (3) years of the date on which the case is resolved, the Law Firm may in their sole discretion dispose of or otherwise destroy any of the files that it kept or maintained for Client; provided, however, that Client may take possession of the files rather than have them destroyed if he notifies the Law Firm of that desire in writing within sixty (60) days of the date on which the Claims are resolved.

D.

This Agreement shall be binding upon and shall inure to the benefit of the Law Firm and Client, together with his respective heirs, personal and legal representatives, successors and assigns.

E.

This Agreement contains the entire agreement and understanding by and between the Law Firm and Client, and it supersedes all previous agreements between them, if any, whether verbal or written. No representations, promises, agreements or understandings not herein contained shall be of any force or effect.

F.

No amendment to, alteration, or modification of this Agreement, or any part hereof, shall be valid unless memorialized in writing duly executed by Client and the Law Firm.

G.

This Agreement shall in all respects be governed by and construed in accordance with the laws of the State of Louisiana; provided, however, that the Law Firm shall also be bound by and discharge its duties consistent with the rules of professional conduct and ethics as required by the States where its offices are located, where its attorneys involved in the representation of the Client are licensed or as may be required by the Courts in which they appear on behalf of Client.

H.

To the extent Client includes one or more partnerships, corporations, limited liabilities or other entities, the person executing this agreement represents and warrants that such person has the authority to execute this agreement on behalf of each such entity.

I.

To the extent that Client is a party to any crop share rental arrangement related to any crop for which recovery is made and for which Client pursues the full damage to such crop, Client shall share such recovery with such crop share landlords in accordance with such agreement. Client agrees to indemnify and hold the Law Firm harmless for any claim by a crop share landlord for failure to allocate proceeds in accordance with such agreement. Nothing herein shall prevent the Law Firm from pursuing claims on behalf of crop share landlords directly, including crop share of Client.

J.

CLIENT UNDERSTANDS AND HEREBY EXPRESSLY ACKNOWLEDGES THAT THE LAW FIRM HAS MADE NO PROMISE OR GUARANTEE OF ANY KIND CONCERNING THE OUTCOME OR RESULTS TO BE OBTAINED IN THIS CASE, INCLUDING THE AMOUNTS OR BENEFITS, IF ANY, THAT CLIENT MAY RECEIVE AS A RESULT OF ANY SETTLEMENT, JUDGMENT, COURT DECISION OR OTHER DISPOSITION OF THE CLAIMS.

K.

DISPUTES RELATED TO THIS AGREEMENT WILL BE RESOLVED WITHOUT ANY LITIGATION. This agreement provides that any disputes between the Client and the Law Firm will be resolved through binding arbitration, without a jury, and not in a court with a jury. So that the Client is informed regarding the advantages and disadvantages of arbitration rather than a court proceeding, the following summarizes those advantages and disadvantages. The possible advantages primarily relate to the cost and time savings frequently found in arbitration and other alternative dispute resolution processes. In addition, arbitration proceedings can afford a measure of privacy, as opposed to a public trial, and there is an opportunity to select the individual who will resolve the disputes, as opposed to a court proceeding. The possible disadvantages include (1) the waiver of significant rights, such as the right to a jury trial, (2) the possible reduced level of discovery, (3) the relaxed application of the rules of evidence, (4) the loss of the right to a judicial appeal because arbitration decisions can be challenged on very limited grounds; and (5) the parties must pay fees

and reimburse costs to the arbitrators, and such fees and costs can be substantial. ¹

PaceWard, LLP:

By: _____
John J. Pace

Dated: _____

By: _____
Samuel C. Ward, Jr.

Dated: _____

THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES

REVIEWED AND APPROVED:

Client Name (printed) _____

Address: _____

Email: _____

Phone(s): _____

By: _____

Dated: _____

¹ By Client's execution of the Agreement, Client acknowledges being advised of the advantages and disadvantages of arbitration and other alternative dispute resolution processes. All disputes related to the Agreement or the Law Firm's representation of Client shall be resolved solely through binding arbitration. By Client's execution of the Agreement, Client agrees to execute whatever documents and/or agreements that are necessary to institute this arbitration. Such arbitration will be conducted by, and under the rules of, the American Arbitration Association in proceedings before a single arbitrator having at least fifteen (15) years of practicing civil trial law in the state where Client is located and shall be conducted in the state capital of that state. If Client and the Law Firm are unable to agree on an arbitrator within thirty (30) days after either party first proposes an arbitrator to conduct the proceeding, then each party shall select an arbitrator and the two arbitrators shall select a third arbitrator, which third arbitrator shall conduct the proceeding. The decision of the arbitrator(s) shall be final and binding upon the parties. The arbitrator(s) shall render his award not later than thirty (30) days after the conclusion of the hearing. The decision and award shall be in writing, and counterpart copies shall be delivered to each of the parties. In rendering an award, the arbitrator(s) shall have no power to modify any of the provisions of this Agreement, and the jurisdiction of the arbitrator(s) is expressly limited accordingly. Judgment may be entered on the award of the arbitrator(s) and may be enforced in any competent court having jurisdiction. Unless the parties otherwise agree, the arbitration will be governed by the substantive and procedural laws of the State of Louisiana, provided that the applicable ethical and disciplinary rules noted in paragraph 11, above, are considered. There shall be no evidence by affidavit allowed, and each party shall disclose a list of documentary evidence to be used by the party and a list of all witnesses and experts to be called by the party at least twenty (20) days prior to the arbitration hearing. By signing this Agreement, the parties are waiving their right to a trial by jury.

