

**LEGAL REPRESENTATION AGREEMENT**  
**SYNGENTA SEED LITIGATION**

**1. Parties.** By this agreement (this "Agreement"), I \_\_\_\_\_

("Client") hire PHIPPS ANDERSON DEACON LLP and MORASCYSK & POLOCHAK (collectively, the "Law Firms," and together with Client, the "Parties") to represent Client in the prosecution of my claims, if any, against Syngenta Seeds Inc., and its parents, subsidiaries, and affiliates, and any other defendants that contributed to the rejection of U.S. corn shipments to any location in 2013 and beyond arising out of the premature distribution of Viptera and Duracade corn seed in the U.S. which, in turn, resulted in a series of down shocks in the market price for U.S. corn (the "Client's Claims"). Law Firms will not, in the absence of a separate written agreement signed by all Parties, represent Client in the prosecution or defense of any claim other than Client's Claims. Client understands and agrees that this Agreement will be binding upon Client and Client's successors, agents, representatives, and assignees.

**2. Waiver of Potential Conflicts.** Client understands and agrees that the Law Firms intend to represent many corn farmers in many states in connection with claims similar to Client's Claims and that Client's participation in such a joint representation may offer Client both advantages (e.g., economies of scale) and disadvantages (e.g., conflicts among clients). Client understands and agrees that if a conflict arises between Client and any of the Law Firms' other clients, then Client may waive such potential conflict or, in the alternative, substitute legal counsel independent of the Law Firms to prosecute Client's Claims; provided that Client may and will not seek or obtain the Law Firms' withdrawal from the representation of such other clients. Client agrees that Client's sole and exclusive remedy for such conflict is either to waive it or, in the alternative, substitute legal counsel independent of the Law Firms to prosecute Client's Claims.

**3. Law Firm's Investigation.** The Client hereby appoints the Law Firms as Client's agent for the purpose of making such investigations of facts as may be necessary in the determination of the Law Firms to prosecute the Client's Claims. Such authorization shall include the right of the Law Firms to have access to privileged or otherwise confidential information. The Client understands and agrees that the Law Firms need not consult the Client prior to any investigation of facts. The Client agrees to cooperate with the Law Firms and execute such additional authorizations as third parties may require in order to release information to the Law Firms.

**4. Fee and Cost Agreement.** The Law Firms shall advance all costs to investigate and prosecute the Client's claims. In consideration for the Law Firms' representation of Client in the prosecution of Client's Claims, Client agrees to pay Law Firms as attorneys' fees and for reimbursement of costs incurred and paid by Law Firms in the prosecution of Client's Claims (Law Firms' "Fees and Costs") forty percent (40%) of everything of value received by Client in connection with Client's Claims. The Client consents that the forty percent (40%) Attorneys' fees shall be shared between both the jointly responsible law firms where PHIPPS ANDERSON DEACON LLP shall receive 70% of the attorney's fees (28% of the gross recovery, less expenses) and MORASCYSK & POLOCHAK shall receive 30% of the attorney's fees (12% of the gross recovery, less expenses). The Client agrees that Law Firms' Fees and Costs, the percentage amount referred to hereinabove, shall be determined based upon the gross amount recovered for the Client. The Client understands that the "gross amount recovered" means the total sum recovered either as a result of a verdict, judgment or settlement, and includes any attorneys' fees or costs of suit or expenses awarded by the Court, or paid in settlement. *If there is no recovery on Client's claim the Law Firms shall not receive any fees or the costs advanced by the Law Firms in the prosecution of this matter.*

**5. Fee Sharing Among Law Firms.** Client has been made aware of and acknowledge that the Law Firms have entered into a Fee Sharing Agreement between themselves as to the fees and costs which may be earned in the prosecution of Client's claims. The Fee Sharing Agreement will not impact or work to increase the Fees and Costs charged Client in paragraph 4 above. Client also acknowledges that the Law Firms may provide a portion of the fee to referring attorneys for their referral of Clients to Law Firms. Client understands and agrees to such Fee Sharing Agreement between the Law Firms and potentially to a referral fee being shared with referring attorneys.

**6.** One or more of the Law Firms may, in its sole discretion, withdraw from the representation of Client on 30-days written notice to Client; provided, if one or more of the Law Firms withdraws from the representation of Client, then

this Agreement will remain in full force and effect between Client and those of the Law Firms that have not withdrawn; and those of the Law Firms that have withdrawn will forfeit their interest in the Fees to those of the Law Firms that have not withdrawn.

7. Client understands and agrees that if the Law Firms cannot, for any reason and at any time, promptly and reasonably communicate with Client, Client authorizes the Law Firms to the full extent allowed by law, to take whatever action the Law Firms determine, in their sole discretion, to be reasonable and necessary to prosecute Client's Claims. Client further understands and agrees that in certain areas of legal representation, not affecting the merits of the Client's Claims or substantially prejudicing the rights of the Client, the Law Firms are entitled to make decisions, without consulting the Client. The Law Firms may, without the consent of the Client, accede to reasonable requests of opposing counsel which do not prejudice the rights of the Client; the Law Firms avoid offensive tactics and treat with courtesy and consideration all persons involved in the legal process. The Client acknowledges that a suit brought solely to harass or to coerce a settlement may result in liability for malicious prosecution or abuse of process.

**8. Client Representations.** Client acknowledges that (a) the Law Firms have not promised Client any outcome in connection with Client's Claims, but rather Client understands that Client may win or lose Client's Claims, (b) the outcome of any litigation is uncertain, and the outcome of Client's Claims is no exception, (c) the Law Firms have not promised Client anything of value in connection with Client's Claims, except the Law Firms commitment to prosecute the Client's Claims for better or worse to a win or a loss, subject to the Law Firms' right of withdrawal, as set forth above, (d) Client has had ample opportunity to consult legal counsel independent of the Law Firms in connection with Client's Claims and this Agreement, including, without limitation, Paragraph 2, above, and Client is comfortable and satisfied with this Agreement, (e) Client enters into this Agreement of Client's own free will and without any pressure whatsoever from the Law Firms, (f) Client has all of the right and title to, and interest in, Client's Claims, free and clear of encumbrances of any kind, (g) Client has not transferred or assigned any right or interest in Client's Claims (other than pursuant to this Agreement), (h) Client will not in the future transfer or encumber Client's Claims (other than pursuant to this Agreement), and (i) the Law Firms will together jointly represent Client in the prosecution of Client's Claims.

**9. Binding Agreement.** This agreement cannot be changed, except by a separate written agreement signed by all of the Parties. Each party signing below is jointly and severally responsible for all obligations due one another and represents that each has full authority to execute this Agreement so that it is binding. This agreement may be signed in one or more counterparts and binds each party signing it whether or not any other proposed signatory ever executes it. If any provision of this Agreement or the application thereof is held invalid or unenforceable, the invalidity or unenforceability shall not affect other provisions or applications of this agreement which can be given effect without such provisions or application, and to this end the provisions of this Agreement are declared to be severable.

Effective this the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
CLIENT PRINTED NAME

PHIPPS ANDERSON DEACON LLP

\_\_\_\_\_  
CLIENT PRINTED NAME

\_\_\_\_\_  
CLIENT SIGNATURE

\_\_\_\_\_  
CLIENT SIGNATURE

\_\_\_\_\_  
By: Martin J. Phipps  
Title: Managing Partner

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ADDRESS

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CITY, STATE ZIP

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PHONE NUMBER

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ESTIMATED 2014 CORN ACREAGE

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EMAIL