

CONTRACT FOR EMPLOYMENT OF ATTORNEYS

THIS AGREEMENT is made by and between the individual and any related entities listed on the attached signature page (collectively, the "Client") and the following law firms of STUEVE SIEGEL HANSON LLP ("SSH"), 460 Nichol Road, Kansas City, Missouri; GRAY, RITTER & GRAHAM, P.C. ("GRG"), 701 Market Street, Suite 800, St. Louis, Missouri; GRAY, REED & MCGRAW, P.C. ("GRM"), 1601 Elm Street, Suite 4600, Dallas, Texas; HARE, WYNN, NEWELL and NEWTON LLP ("HWNN"), 2025 Third Avenue North, Suite 800, Birmingham, Alabama; and ANDERSON, BOTTRELL, SANDEN & THOMPSON LAW FIRM, 4132 30th Avenue SW, Suite 100, Fargo, North Dakota, (collectively, the "Law Firms"). The Law Firms shall be jointly responsible for the representation.

DESIGNATION OF CLAIMS

1. Subject to the conditions of paragraph 2 below, Client employs the Law Firms 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").

2. Client acknowledges and understands that the Law Firms may seek to bring the Claims as a "class action." Should the Claims not be brought or certified as a Class Action, Client agrees that he has retained the Law Firms to bring his Claims individually.

SCOPE OF AUTHORITY

3. Client authorizes the Law Firms 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. However, Law Firms 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 and any award of attorneys' fees or expenses would be subject to approval by the Court, and not Client.

CONTINGENCY FEE

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

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

(1) **Percentage Amount:** Client shall pay the Law Firms, as their fee, thirty-three and one-third (33 1/3) of the "Net Benefit Received" unless a class is certified and the court awards a lesser amount of fees.

(2) **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 Firms the Expenses that the Law Firms incurred or advanced in connection with the Claims.

(3) **No Settlement or Recovery:** Client shall be responsible for paying the Law Firms a fee under subparagraphs (a)(1) or (2) above, and for paying or reimbursing the Law Firms 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.

(4) **Fee Division:** Client understands the Law Firms have agreed, and consents to the Law Firms' agreement, to divide the fees payable under this agreement as follows:

(a) In the event the Claims are not resolved as a Class Action, then ANDERSON BOTTRELL SANDEN & THOMPSON LAW FIRM will receive 25% of the fee payable under this agreement and the 75% balance of the fee will be shared by and between SSH, GRG, GRM, and HWNN to be divided among them in equal shares;

(b) In the event the Claims are resolved through Client's participation in a Class resolution, either through judgment or settlement, then each of the Law Firms will receive a fee as approved by the Court.

(c) The Law Firms 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.

(b) **EXPENSES:** As used in this Agreement, the term "Expenses" means the court costs and expenses that the Law Firms incur or advance 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 Firms incur or make on behalf of the Client and the putative class or in connection with the Claims. To the extent that the Law Firms prosecute 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 Firms seek to allocate those Expenses, in good faith, among the various claims, those allocations by the Law Firms 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.

5. Client agrees to keep the Law Firms 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 Firms make in connection with the Claims including gathering and providing necessary records and documentation.

6. Client understands and acknowledges that, within three (3) years of the date on which the case is resolved, the Law Firms 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 Firms of that desire in writing within sixty (60) days of the date on which the Claims are resolved.

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

8. This Agreement contains the entire agreement and understanding by and between the Law Firms 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.

9. 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 Firms.

10. This Agreement shall in all respects be governed by and construed in accordance with the laws of the State of North Dakota; provided, however, each of the Law Firms shall also be bound by and discharge their duties consistent with the rules of professional conduct and ethics as required by the States where their offices are located, where their 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.

11. 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.

12. 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 Firms harmless for any claim by a crop share landlord for failure to allocate proceeds in accordance with such agreement. Nothing herein shall prevent Law Firms from pursuing claims on behalf of crop share landlords directly, including crop share of Client.

13. **CLIENT UNDERSTANDS AND HEREBY EXPRESSLY ACKNOWLEDGES THAT THE LAW FIRMS HAVE 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.**

STUEVE SIEGEL HANSON LLP

400 Nichols Road, Suite 200
Kansas City, Missouri 64112

By: Patrick J. Stueve
Patrick J. Stueve

Dated: March 27, 2015

GRAY, RITTER & GRAHAM, P.C.

701 Market Street, Suite 800
St. Louis, Missouri 63101

By: Don M. Downing
Don M. Downing

Dated: March 27, 2015

GRAY, REED & MCGRAW, P.C

1601 Elm Street, Suite 4600
Dallas, Texas, 75201

By: William B. Chaney
William B. Chaney

Dated: March 27, 2015

HARE, WYNN, NEWELL and NEWTON LLP

2025 Third Avenue North, Suite 800
Birmingham, Alabama 32503

By: Scott A. Powell
Scott A. Powell

Dated: March 27, 2015

ANDERSON, BOTTRELL, SANDEN & THOMPSON LAW FIRM

4132 30th Avenue SW, Suite 100
Fargo, North Dakota 58103

By: Michelle M. Donarski
Michelle M. Donarski

Dated: March 27, 2015

REVIEWED AND APPROVED BY CLIENT:

By: _____ Dated: _____
Client's Signature

Client Name (printed) _____

Address: _____

Email: _____

Phone(s): _____

Please list the name of each farming entity you have used for the purpose of farming corn that are included in this representation agreement (what name(s) do you use when reporting your corn acres to FSA):

Estimated 2013 Corn Acreage _____

Estimated 2014 Corn Acreage _____

Estimated 2015 Corn Acreage _____

Did you plant Syngenta Agrisure Viptera and/or Agrisure Duracade corn seed? Yes ___ No ___

Please return only this completed page to:

**Michelle Donarski
Anderson, Bottrell, Sanden & Thompson Law Firm
PO Box 10247
Fargo, ND 58106-0247
Phone: (701) 235-3300
Fax: (701) 237-3154
mdonarski@andersonbottrell.com**