



Interest Free Financing

Seed 0%

2011-2012

ENROLL BY FEBRUARY 15, 2012 AND RECEIVE 0% FINANCING



SEED 0% FINANCING PROGRAM

Monsanto Company is excited to announce its Seed 0% Program for the 2012 crop season. This year's offer provides customers with interest free (0%) financing on Asgrow®, DEKALB®, and Deltapine® (germplasm only) brand seed product purchases.

PROGRAM HIGHLIGHTS

Program Eligibility

Customers must have an active Monsanto Technology/Stewardship Agreement ("MTSA") and dealers must have an active Monsanto Brand Seed Dealer Agreement ("MBSD"). The maximum eligibility amount will be determined based on the information supplied on the credit application. Minimum Asgrow, DEKALB, or Deltapine seed financed is \$7,500. Please see your Asgrow, DEKALB, or Deltapine authorized dealer for specific requirements.

Interest Rate

This year the interest rate for customers using the Seed 0% Program is 0% through the due date, if you sign up (application received) by February 15, 2012. Applications received after February 15, 2012 will not be accepted for the program. Online applications will be accepted until March 31, 2012

Early Cash Discount and Financing Options

Grower can participate in Early Cash and one financing option for seed purchases. All herbicide financing must go through Flex+ offer.

Customer Due Date

All purchases made under the Seed 0% Program are due on or before November 25, 2012. If the account is not paid in full by the due date, finance charges equal to the lesser of 18% annual percentage rate (1.5 per month) or the maximum allowable by law will be charged on the account balance remaining at the end of each month.



PROCESS

Enrollment Process

All 2011 participants in good credit standing will receive a letter with enrollment status for the 2012 season. Preapprovals are subject to 2011 account balance paid according to terms. If you participated last year and are unsure of your status, please contact your dealer. Online Seed 0% applications are available via www.asgrowanddekalb.com, or www.deltapine.com. New participants need to either apply online or Fax the application and financing agreement to **314-694-2243**. You may also e-mail us at farmflex.credit@monsanto.com or submit the application and agreement to the following address:

Monsanto Company
Grower Financing Operations
800 North Lindbergh Blvd.
Mail Zone - B2NA
St. Louis, MO 63167

Approval Process

A Credit Specialist will review your credit application and make a determination of the approved credit line within 30 days of receipt of completed information. If the application is submitted online, you may be notified via e-mail within 24 hours. If additional information is needed concerning the application, the Grower will be contacted directly to gather the required information. Once a decision has been made, the Grower will be notified in writing of the credit decision and the applicable assigned credit line.

Increasing Credit Lines

If you wish to increase your credit line after the initial application, please contact your Dealer or the FarmFlex Grower Financing team. Otherwise, you can send your updated financials and the requested credit limit to the FarmFlex® Grower Financing team via fax at 314-694-2243 or e-mail at farmflex.credit@monsanto.com

Statements

Once the account has activity, the customer will receive a statement showing the amount due and the due date. Monthly statements will be mailed until the account has been settled in full.

Payments

The full amount is due by November 25, 2012.

Electronic payment option is available at www.asgrowanddekalb.com.

Payments can also be sent directly to the following lock-box address:

Monsanto Company
75 Remittance Drive
Suite 1511
Chicago, IL. 60675-1511

Or

Overnight address:

Northern Trust
Attn: Monsanto Company - Suite 1511 Or
Receipts and Dispatch 8th floor
350 N. Orleans St.
Chicago, IL. 60654

Wire Transfer:

Northern Trust
ABA: 071000152
Account #: 30329297
Account Name: Monsanto Seed Receipts
Wire Details: Seed Payment for
Grower Account #

The check should clearly identify the account name, account number, and Seed 0% payment.

Correspondences

All correspondences related to this program can be e-mailed to farmflex.credit@monsanto.com or mail to the following address:

Monsanto Company
Grower Financing Operations
800 North Lindbergh Blvd.
Mail Zone - B2NA
St. Louis, MO 63167

Help is Available

For more information or to ask a program-related question, contact your local Dealer or call the FarmFlex® Grower Financing team at 1-800-335-2676, option 5.



INTEREST FREE SEED FINANCING APPLICATION

APPLICATIONS MUST BE RECEIVED BY FEBRUARY 15, 2012.

AN INCOMPLETE APPLICATION WILL DELAY CREDIT REVIEW - ALL FIELDS REQUIRED

Operation Type: (Check One) <input type="radio"/> Partnership* <input type="radio"/> Limited Liability Company <input type="radio"/> Individual <input type="radio"/> Corporation *Application must be signed by a general partner.			
Legal Name _____ First _____ Last _____		Date of Birth _____	SS# _____ Taxpayer ID# _____ Years in Business? _____
Mailing Address _____		Phone Number and Cell Phone Number _____	
City/State/Zip _____		Email Address _____	
Physical Address (if different from mailing address) _____		Monsanto Technology License # (required) _____	
[REQUESTED CREDIT LIMIT \$ _____]			

CURRENT FINANCIAL CONDITION (Must be completed in full)

INCOME			
Gross Farm	Net Farm	Other	
LAND			
Acres Owned		Acres Farmed	
Corn Acres	Soybean Acres	Cotton Acres	Other Acres

Who financed your seed purchases last year? Company Name: _____ Contact: _____ Phone #: _____

Have you ever been in bankruptcy? <input type="radio"/> Yes <input type="radio"/> No		
If yes, when? _____	Chapter _____	Discharge Date _____
Do you have any unsatisfied judgements? <input type="radio"/> Yes <input type="radio"/> No		

PLEASE ATTACH CURRENT FINANCIALS (Less than 1 year old)

- If requesting over \$50,000
- If requesting over \$250,000

Required: Current Balance Sheet

Required: Current Balance Sheet,
Current Income Statement, and
Latest Income Tax Return

BANK REFERENCE/PRIMARY LENDER

TRADE REFERENCE (other than Monsanto dealer)

Name:		Name:	
City, State:		City, State:	
Contact:	Account #	Contact:	Account #
Phone #	Fax #	Phone #	Fax #

The undersigned authorizes Monsanto Company or its assignee to give or obtain credit information and release and hold harmless Monsanto Company and its assignee, if any, and any lender or grantor of credit information from any and all claims or causes of action that may arise relating to the use or transfer of this credit information. The undersigned declares that all information is correct to the best of their knowledge.

Customer Signature	Date	Co-Applicants
Dealer Name:	Dealer #	City, State, Phone #

Send Completed Application To: Monsanto Company, Grower Financing Operations, 800 North Lindbergh Blvd., Mail Zone B2NA St. Louis, MO 63167 (800) 335-2676, option 5, Fax #314-694-2243



INTEREST FREE FINANCING CUSTOMER LOAN AGREEMENT

This Customer Loan Agreement ("Agreement") is made by and between the Customer named on the signature page hereto ("Customer") and Monsanto Company ("Monsanto").

The parties desire to enter into an agreement enabling Customer to pay for the purchase of Eligible Products from the Dealer named on page 2 of this Agreement ("Dealer") through loans under Monsanto's Seed 0% Interest Free Financing Program. Monsanto and Customer hereby agree as follows:

1. Defined Terms. Terms defined in this Agreement shall have their specified meanings. Capitalized terms used in this Agreement but not defined herein shall have the meanings specified in the summary of the Seed 0% Interest Free (0%) Financing Program, as may be amended, modified, restated, or replaced from time to time (the "Program"). Customer agrees to be bound by the terms of the Program and will comply with such terms to the extent such terms are applicable to it. Customer hereby acknowledges receipt of a copy of the Program in effect on the date hereof. Monsanto may revise the terms of the Program at any time. Subject to any restrictions that may be imposed by law, these revised terms will apply to any new Advance after the effective date of the revision.

2. Disbursement and Repayment of Advances.

(a) Upon receipt of a properly completed Advance request from Dealer and subject to the terms and conditions of the Program, Monsanto may, in its sole and absolute discretion, make Advances for the account of Customer to pay Dealer for the purchase of Eligible Products. Customer acknowledges that Dealer has agreed that the proceeds of each Advance shall be used to pay Dealer for the purchase of Eligible Products; provided that Customer acknowledges that Dealer has authorized and directed Monsanto to apply the proceeds of any Advance directly to any obligations due and owing to Monsanto by Dealer. If Monsanto delivers a notice to Customer that it has denied a request for an Advance, Customer shall pay Dealer directly.

(b) The parties agree that only those Eligible Products that Customer has purchased directly from Dealer will qualify for financing under the Program. No other products or services offered by Dealer to Customer shall be eligible for financing under the Program.

(c) Pursuant to the Program, upon receipt of Monsanto's approval of an Advance request, Dealer shall promptly credit Customer's account with Dealer for the amount of such Advance and Dealer shall not collect or attempt to collect from Customer any invoice that has been paid by Monsanto pursuant to an Advance. Customer acknowledges and agrees that any failure of Dealer to perform its obligations under the Program, including without limitation, Dealer's failure to properly credit Customer's account with Dealer, shall not relieve Customer of its obligation to repay Advances as required by this Agreement. Customer further agrees that Monsanto shall have no liability to Customer arising from any acts or omissions of Dealer in connection with the Program.

(d) The effective date of an Advance shall be the date recorded in Monsanto's records. Customer promises to pay to the order of Monsanto the principal sum of each Advance on or before the Maturity Date with respect to such Advance; provided however, that upon the occurrence of an Event of Default, Customer agrees to pay interest at the rate of eighteen percent (18%) per year (or, if lower, the maximum rate allowed by law) on the entire unpaid principal balance owed by Customer to Monsanto from the date of the Event of Default until paid. The amount of outstanding Advances shall be adjusted by Monsanto in the event of Customer's return of Eligible Products to Dealer prior to the Maturity Date in accordance with the terms and conditions of the Program.

3. Representations. To induce Monsanto to provide financing to Customer, Customer represents and warrants to Monsanto, as of the date of this Agreement and as of the date of each Advance that: (a) this Agreement does not conflict with any law, agreement or obligation by which Customer is bound; (b) this Agreement is the legal, valid and binding obligation of Customer, enforceable against Customer in accordance with its terms, and (c) the proceeds of each Advance shall be used solely for the purposes set forth above and shall not be used for any personal, family or household purpose.

4. Default. If any Event of Default shall occur and be continuing, then all amounts due or to become due to Monsanto under this Agreement shall, at the option of Monsanto and without notice or demand, accelerate and become immediately due and payable. Upon the occurrence of any Event of Default, Monsanto shall have the remedies provided by law or at equity. The failure or delay by Monsanto to exercise any right or to pursue a remedy, if any Event of Default should occur, shall not be considered a waiver of such default and shall not preclude Monsanto at any time from exercising any right or pursuing any remedy it may otherwise have. Upon the occurrence of any Event of Default, Customer agrees to pay, to the extent permitted by law, reasonable attorneys' fees if any unpaid balance is referred to any attorney for collection and said attorney is not the salaried employee of Monsanto and all costs of collection. Event of Default means (a) Customer's failure to pay any Advance when due or failure to perform any of the obligations of Customer under this Agreement; or (b) any representation made by Customer to Monsanto, or any financial statement or certificate furnished by Customer to Monsanto, shall be incorrect or incomplete in any material respect when made or furnished; or (c) dissolution or liquidation of Customer; or (d) Customer shall (i) suspend business or become insolvent, (ii) fail or be unable to pay its debts as they mature, (iii) commence or consent to the commencement of any bankruptcy, reorganization, arrangement, receivership or liquidation proceeding or any proceeding for the appointment of a custodian, receiver, liquidator, trustee, or other officer with similar powers over Customer or over any substantial part of Customer's property, or suffer the filing of a petition for any such proceeding which remains undismissed for more than thirty (30) days, or (iv) be adjudicated a bankrupt; or (e) any circumstance or event which results in the acceleration of any indebtedness of Customer to any party; or (f) any change in Customer's financial condition or means or ability to pay deemed by Monsanto to be adverse, or the occurrence of any other event as a result of which Monsanto deems itself insecure.



5. Miscellaneous

(a) The validity, interpretation and performance of this Agreement and any dispute connected herewith shall be governed by, and construed in accordance with, the internal laws (and not the law respecting conflicts or choice of law) of the State of Missouri. If any provision contained in this Agreement is determined by a court of competent jurisdiction to be in conflict with applicable law, that portion shall be considered changed or omitted to conform with said law; all other provisions of this Agreement shall remain in full force and effect.

(b) Any party may terminate this Agreement at any time, with or without cause, upon not less than ten (10) calendar days written notice of termination given to the other parties; provided, however, that Customer may terminate this Agreement only after fully paying and performing all of its obligations to Monsanto. Termination or cancellation of this Agreement shall not release Customer from performing any obligation or from paying any sum which at any time may be owing to Monsanto under this Agreement or any Advance. The termination of this Agreement shall not affect the rights, liabilities or obligations of any party which arose prior to the effective date of such termination, and this Agreement shall continue to apply until all transactions have been concluded and all obligations have been fully paid, performed or discharged.

(c) This Agreement shall not be assigned by Customer without the prior written consent of Monsanto, and any attempted assignment without such consent shall be void.

(d) The parties hereto waive trial by jury in any judicial proceeding involving, directly or indirectly, any matter (whether sounding in tort, contract or otherwise) in any way arising out of, related to, or connected with this Agreement.

(e) Dealer will retain for three years and forward to Monsanto if requested, any delivery receipts signed or received by customer for this transaction.

(F) THIS AGREEMENT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES, EXCEPT WHAT THEY MAY LATER AGREE TO IN WRITING TO MODIFY IT.

IN WITNESS WHEREOF, this Agreement has been executed by Customer and Monsanto as of the date of execution of this Agreement by Monsanto.

CUSTOMER:

MONSANTO COMPANY:

DEALER:

(Company Name)

Signature: _____

Print Name: _____

Title: _____

Date: _____

Customer Phone: _____

Signature: _____

Print Name: _____

Title: _____

Date: _____

(Insert Name)

Dealer Account #: _____