

MASTER WHEAT LICENSE AGREEMENT

THIS **LICENSE AGREEMENT** (“Agreement”) is dated as of this ____ day of _____, 20__ (the “Effective Date”) by and between **Kansas Wheat Alliance (“KWA”)**, 2005 Research Park Circle, Suite 105, Manhattan, KS 66502, and _____, with its principal place of business at _____ (**“LICENSEE”**).

WHEREAS, KWA has rights to commercialize and is engaged in the business of marketing and granting sub-licenses to produce certain wheat varieties; and

WHEREAS, LICENSEE desires to license the wheat variety listed in Schedule A from KWA in order to produce and/or market it:

NOW, THEREFORE, for and in consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties do hereby agree as follows:

ARTICLE 1 DEFINITIONS

As used in this Agreement, the following terms have the meanings ascribed:

- 1.1 **“Certified Seed”** shall mean seed of a Licensed Product that has been inspected and approved by an official seed certifying agency. There shall be four classes of Certified Seed: Breeder Seed, Foundation Seed, Registered Seed and Certified Seed.
- 1.2 **“Change of Control”** shall mean (i) any merger, reorganization or consolidation of a party; (ii) transfer of at least 50% of the voting stock or ownership interest of a party; (iii) sale, lease or other transfer of all or substantially all of the assets of a party; or (iv) the liquidation or dissolution of a party.
- 1.3 **“Confidential Information”** shall mean any information relating to the business to be conducted by the parties pursuant to this Agreement not generally known to the public provided to one party by the other party and conveyed in written, graphic, oral or physical form including, but not limited to, scientific knowledge, know-how, processes, inventions, techniques, products, business operations, customer requirements, data, plans or other records, biological materials, and or software.
- 1.4 **“Field of Use”** shall mean seed production and sales.

- 1.5 **“Foundation Seed”** shall mean the first generation of Certified Seed used in Registered Seed production. Foundation Seed is controlled by the originator and is not generally an item of commerce. Strict genetic standards apply.
- 1.6 **“Licensed Product”** shall mean the seed of those varieties listed on Schedule A which is licensed under this Agreement by KWA to LICENSEE.
- 1.7 **“PVP”** shall mean the certificate of protection issued by the United States Department of Agriculture to identify new varieties of plants which are sexually reproduced (by seed) or tuber-propagated.
- 1.8 **“Registered Seed”** shall mean a class of Certified Seed produced directly from Foundation Seed, available through Certified Seed growers for use in production of the certified class of seed.
- 1.9 **“Sales Year”** shall mean a year commencing on January 1st and ending the following December 31st.
- 1.10 **“Territory”** shall be listed for each Licensed Product on Schedule A.

ARTICLE 2 LICENSE AND LICENSEE OBLIGATION

- 2.1. LICENSE. KWA grants to LICENSEE a non-exclusive license to make, use, sell, and offer for sale Licensed Products, in the Field of Use and in the Territory. This license does not include the right to grant sub-licenses to other parties.
- 2.2. LICENSED PRODUCT. Schedule A lists each Licensed Product. Schedule A may be updated and revised from time to time by mutual consent of the parties.
- 2.3. ADDITIONAL TERMS. Additional terms of the Agreement for a particular Licensed Product may also be set forth in Schedule A or an Addendum to this Agreement upon agreement by the parties. Furthermore, certain Licensed Products may contain genetic material and utilize intellectual property owned by one or more third parties, and LICENSEE, in order to commercialize such a Licensed Product must obtain a license or agreement permitting the use of such genetic material and/or intellectual property from such third party prior to commercialization of such Licensed Product. To the extent KWA has actual knowledge of LICENSEE’S need to obtain such a license or agreement, it shall so notify LICENSEE.
- 2.4. RESTRICTIONS ON LICENSE AND USE. Except as specifically set forth herein, no other license, right or privilege is granted by implication or otherwise. LICENSEE shall make no use of a Licensed Product other than in strict conformity with the License.

- a. There shall be a maximum of two generations of production of Certified Seed beyond the Foundation class unless KWA provides written consent to produce additional generation(s) of Certified Seed.
- b. LICENSEE shall maintain control of all LICENSEE's Certified Seed and Registered Seed during production.
- c. Registered Seed sold or distributed under this Agreement shall under no circumstances be sold or distributed to third parties by LICENSEE, unless the third party is authorized by KWA to receive said Registered Seed. LICENSEE has the duty to determine whether said third party has such authorization.
- d. Any Certified Seed not planted, sold, transferred or carried over to the next season shall be used by the LICENSEE for non-seed purposes and LICENSEE shall provide a written statement detailing its disposition.
- e. All Certified Seed produced by or through the LICENSEE must be inspected and approved through an official seed certifying agency.
- f. If LICENSEE is purchasing Foundation Seed, LICENSEE agrees to make a good faith effort to certify said seed with an official seed certifying agency. KWA will inform the relevant seed certifying agency of LICENSEE's purchase of Foundation Seed.

2.5 PRODUCT LABELING. The variety name for each Licensed Product is set forth in Schedule A, and to the extent local, state or federal law requires LICENSEE to disclose a varietal name, LICENSEE shall use the proper varietal name of each Licensed Product on all labeling for such Licensed Product. LICENSEE shall be responsible for compliance with all applicable labeling laws and regulations.

2.6 USE OF TRADEMARK. Permission is granted to use the trademark "Wildcat Genetics®" as shown in Appendix A when selling Licensed Product by variety name. Any such use shall include the following statement: "Wildcat Genetics® is a registered trademark used under license from Kansas State University. Further use of the trademark is prohibited". LICENSEE may not grant sublicenses to any other party for the use of the trademark "Wildcat Genetics®"

ARTICLE 3 PATENT INFRINGEMENT BY THIRD PARTIES

3.1 DUTY TO INFORM. LICENSEE shall promptly inform the KWA in writing of any alleged infringement under the Plant Variety Protection Act or other licensed patents by a third party and shall provide the KWA with any available evidence thereof. LICENSEE shall not notify a third party of the infringement without first consulting with the KWA. All enforcement will be conducted by KWA and LICENSEE agrees to cooperate with KWA, at KWA's expense, in such enforcement actions.

ARTICLE 4
ROYALTIES, RECORDS AND REPORTS

- 4.1 ROYALTIES. In consideration for the license granted herein, upon execution of the Agreement, LICENSEE shall pay a license signing fee more particularly set forth on Schedule A or on the applicable Addendum. LICENSEE shall also pay a Royalty for each unit of Licensed Product planted, transferred or sold by the LICENSEE (including Licensed Product distributed for promotional purposes, and excluding only returns by the LICENSEE's customers), said Royalty being more particularly set forth on Schedule A or on the applicable Addendum.
- 4.2 BOOKS AND RECORDS. LICENSEE shall keep full, true and accurate records and books of account showing the correct amount of Licensed Product planted, transferred, produced, conditioned or sold and any and all amounts, including royalties and other fees, payable to KWA. Said records and books of account and all supporting data shall, upon reasonable notice and at all reasonable times and places, be available for inspection by KWA and its representatives or agents for the purpose of verifying LICENSEE's payments hereunder. Such records shall be kept and examination thereof shall be limited to a period of time no more than three Sales Years following the Sales Year in question. If LICENSEE fails to pay on the due date any amount which is payable hereunder to KWA or its designee, then, without prejudice to any other provision of this Agreement, that amount shall accrue interest at the rate of one and one-half percent (1½%) per month from the due date until payment is made in full.
- 4.3 AUDIT. In the event that an audit conducted by KWA or its agents reveals an under reporting of Royalties of amounts due by three percent (3%) or more, LICENSEE shall pay the cost of the audit, the correct amount owed and interest on the total balance owed at the rate of one and one-half percent (1½%) per month until paid in full. Such underpayment will give KWA the right to terminate the Agreement and license unless such underpayment is cured as is provided in Article 7.1(a)(ii) herein. If such an audit shows less than three percent (3%) under-reporting, LICENSEE shall pay the appropriate royalties due and interest. If such an audit shows that LICENSEE has overpaid the royalties due, then KWA shall refund the overpayment within thirty (30) days, without interest.
- 4.4 ROYALTY REPORT. LICENSEE will submit annual reports and payments by January 31st of each year beginning on January 31, 2010, and covering the Sales Year just ended. LICENSEE will submit said reports and payments until termination of the Agreement, regardless of the amount of royalty owed. Such reports shall summarize all pounds of Licensed Product planted, sold and/or transferred for the subject Sales Year. The report shall contain specific information on each Licensed Product for which a royalty is payable. Such reports shall follow the format of Attachment B. Each report shall be certified as accurate by an officer of LICENSEE, with such other information as KWA shall reasonably request.
- 4.5 DISPUTE RESOLUTION. KWA shall have the right at any time to object to any determination of royalties or other fees made or due pursuant to this Agreement, by specifying in writing to

LICENSEE the nature of its objection, and, unless such objection is resolved by agreement of LICENSEE and KWA, KWA shall have the right to submit the dispute to a qualified independent accounting firm for a decision. The accounting firm shall decide the dispute in accordance with generally accepted accounting principles consistently applied. In either case, the determination as to accounting issues so made shall be conclusive and binding on LICENSEE, KWA and all persons claiming under or through either of them. Any adjustment in the disputed royalty or other fee payment resulting from such determination shall be paid. The cost of such accounting firm shall be borne (i) by LICENSEE if it results in an outcome favorable to KWA, or (ii) by KWA if it results in an outcome favorable to LICENSEE. A judgment upon the accounting firm's decision may be entered in any court having jurisdiction over the parties.

- 4.6 PAYMENTS DURING PENDENCY OF DISPUTE. Any amount due and payable to KWA as a royalty or other fee hereunder shall, notwithstanding any dispute, be payable when due in at least the amount calculated based on the calculation of LICENSEE. Upon the final determination of the accounting firm, any amount due from either party shall be paid in full on or before the 30th day thereafter and shall bear interest at the Default Rate from the date payment was first due until paid in full.

ARTICLE 5 FOUNDATION SEED

- 5.1 PRODUCTION OF FOUNDATION SEED. Kansas State University (KSU), through the Kansas State Research & Extension (KSR&E) agrees to use its best efforts to provide Foundation Seed to LICENSEE under the following conditions:
- a. The cost of Foundation seed shall be set by KSR&E on a periodic basis.
 - b. In the event KSU is unable to deliver Foundation Seed, due to conditions beyond KSU's control, KSU will allow LICENSEE to produce an additional generation of Certified Seed using seed of its own production in accordance with state certification standards and applicable federal laws.

ARTICLE 6 WARRANTIES; LIMITS ON WARRANTIES; LIMITS ON DAMAGES

- 6.1 RIGHTS TO LICENSE. KWA warrants that to the best of its knowledge and belief, as of the Effective Date it has sufficient right and authority necessary to grant this License to LICENSEE.
- 6.2 DISCLAIMER OF WARRANTIES. It is expressly understood that, in making the conveyances and grants hereunder, **KWA MAKES NO REPRESENTATIONS, EXTENDS NO WARRANTIES, EITHER EXPRESS OR IMPLIED, AND ASSUMES NO RESPONSIBILITIES WHATSOEVER WITH RESPECT TO:**
- a. **THE PERFORMANCE (INCLUDING WITHOUT LIMITATION, CROP YIELD OR FREEDOM FROM SEED BORNE DISEASES), MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE Licensed Product;**

- b. **THE SUITABILITY, COMPLETENESS OR ACCURACY OF INFORMATION, KNOW-HOW OR OTHER DATA PROVIDED IN CONNECTION WITH THIS AGREEMENT;**
- c. **THE SCOPE OF VALIDITY OF ANY PATENT OR PVP CERTIFICATE;**
- d. **ANY Licensed Product OR USE THEREOF BEING FREE FROM INFRINGEMENT OR PATENTS.**

Furthermore, nothing in this Agreement shall be construed as:

- (1) imposing an obligation on KWA or KSU to bring or prosecute actions or suits against third parties for infringement; or
- (2) conferring by implication, estoppel or otherwise any license or rights under any patents of KWA or third parties other than as set forth specifically in Article 2; and
- (3) an obligation to furnish any know-how not specifically provided in this Agreement.

6.3 **LIMITATION OF DAMAGES. The exclusive remedy of LICENSEE against KWA and/or KSU for loss or damage arising out of or in any way related to this Agreement or a Licensed Product under any type of claim or theory, (including, but not limited to, negligence, product liability, infringement, breach of contract or breach of the foregoing warranty) shall be limited to return of the royalties and other fees paid by LICENSEE to KWA for the specific amount of Licensed Product to which the loss or damage is related. In no event will KWA or KSU be liable to LICENSEE for any consequential, incidental or special damages, loss of profit or production, or other costs associated with any Licensed Product or breach of this Agreement.**

6.4 **INDEMNIFICATION. LICENSEE shall defend, indemnify and hold KWA, KSU, KSURF and their respective officers, directors, employees, agents, shareholders and representatives harmless from and against any and all liability, claims, actions, debts, suits, actions, demands, judgments, orders, fines, penalties, damages, costs and expenses of any kind (including attorneys' fees) arising out of (a) the use, sale or disposition by LICENSEE of Licensed Product, or (b) any breach by LICENSEE of any terms hereof or any other agreement between KWA and LICENSEE; or (c) any negligent act or omission of LICENSEE.**

In the enforcement of any of its rights under this Agreement, whether or not a claim is actually filed, KWA shall be entitled to payment from LICENSEE of KWA out-of-pocket costs and expenses, including reasonable attorneys' fees actually incurred.

ARTICLE 7
TERM AND TERMINATION

7.1 TERM AND TERMINATION. This Agreement shall commence as of the Effective Date and continue in effect for the duration of the last to expire PVP or other patent term unless terminated as follows:

- a. By LICENSEE:
 - i. without cause, upon six (6) months prior written notice; or
 - ii. If KWA is in default in performance of or breach of any term or condition of this Agreement which default or breach is not cured within thirty (30) days after notice thereof is given to KWA by LICENSEE.

- b. By KWA, if:
 - (i) LICENSEE is in default in performance of or breach of any term or condition of this Agreement which default or breach is not cured within thirty (30) days after notice thereof is given to LICENSEE by KWA;
 - (ii) LICENSEE shall be declared bankrupt through the issuance of an order for relief; LICENSEE files a petition in bankruptcy or for reorganization, or to affect a plan or other arrangement with creditors; LICENSEE has any bankruptcy petition filed against it, files an answer to a creditor's petition (admitting the material allegations thereof) in bankruptcy or for reorganization or to affect a plan or other arrangement of creditors; or LICENSEE has a receiver, trustee or custodian appointed for any of its assets; or
 - (iii) There is a Change of Control of LICENSEE.

7.2 EFFECTS OF TERMINATION. If this Agreement is terminated by LICENSEE pursuant to Section 7.1(a)(i), or by KWA pursuant to Section 7.1(b), LICENSEE shall:

- a. immediately cease any further use of any Licensed Products,
- b. immediately dispose of all Licensed Product as prescribed by KWA;
- c. if applicable, immediately cease using the brand Wildcat Genetics® in connection with its use or sale of the Licensed Product; and
- d. forward to KWA a certificate from one of its officers certifying compliance with the requirements of this subsection 7.2(b).

7.3 OBLIGATIONS SURVIVE TERMINATION. Article 8 (Confidentiality), Article 4 (Royalties, Records and Reports), Article 6 (Warranties; Limits on Warranties: Limits on Damages), and Article 11 (Miscellaneous Provisions) shall survive the expiration or early termination of this Agreement.

ARTICLE 8 CONFIDENTIALITY

- 8.1 NONDISCLOSURE OF CONFIDENTIAL INFORMATION. The Parties agree to hold in confidence all Confidential Information; to not disclose any Confidential Information to any third party; to use Confidential Information solely for the purposes of this Agreement; and to disclose such Confidential Information only to individuals within receiving Party's organization that are directly involved with the Agreement on a need-to-know basis.
- 8.2 EXCLUSIONS. Each Party receiving a disclosure of Confidential Information from the other Party, whether in oral, written, graphic, computer-generated, or any other form, shall exercise due care to prevent its unauthorized disclosure. Confidential Information shall not include information that:
- a. is or becomes generally known or available to the public without breach of this Agreement;
 - b. is known to the Receiving Party at the time of disclosure, as evidenced by written records of the Receiving Party;
 - c. is independently developed by the Receiving Party, as demonstrated by written evidence;
 - d. is disclosed to the Receiving Party in good faith by a third party who has an independent right to such materials or information;
 - e. is required to be disclosed by law; provided that the Receiving Party shall immediately inform the Disclosing Party and cooperate with the Disclosing Party, at the Disclosing Party's expense, in interposing an objection to such requirement.
- 8.3 RETURN OF CONFIDENTIAL INFORMATION. Unless otherwise specified in writing, all Confidential Information remains the Disclosing Party's property. Upon request of the Disclosing Party, the Receiving Party agrees to return or destroy all Confidential Information received from the Disclosing Party, except for one copy, which the Receiving Party may keep solely to monitor its obligations under this Agreement.

**ARTICLE 9
ASSIGNMENT**

This Agreement is personal to LICENSEE, the LICENSEE shall not (by operation of law or otherwise) assign its rights or delegate its performance hereunder, in whole or in part, without the prior written consent of KWA, and any attempted assignment or delegation without such consent shall be void. Any Change of Control of LICENSEE shall be deemed an assignment requiring the prior written consent of KWA. KWA shall have the right to assign its rights or delegate its performance hereunder or in connection with any merger, reorganization, restructuring or sale of all or substantially all of the stock or assets of its wheat seed business or otherwise. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns.

**ARTICLE 10
NOTICE**

All notices, demands and requests required or permitted to be given under the provisions of this Agreement shall be in writing and shall be deemed given: (a) when personally delivered to the party to be given such notice or other communication; (b) on the business day that such notice or other communication is sent by facsimile or similar electronic device, which facsimile or other electronic communication shall promptly be confirmed by written notice; (c) on the third business day following that date of deposit in the United States mail if such notice or other communication is sent by certified or registered air mail with return receipt requested and postage thereon fully prepaid; or (d) on the business day following the day such notice or other communication is sent by reputable overnight courier, to the address set forth below or to such other address as the parties may designate in writing.

In the case of Kansas Wheat Alliance, to:

Kansas Wheat Alliance
2005 Research Park Circle, Suite 105
Manhattan, Kansas 66502
Attn: President

And in the case of LICENSEE, to:

Attn: President

A party may by notice to the other parties, change the person or address to whom notices are sent.

**ARTICLE 11
MISCELLANEOUS PROVISIONS**

- 11.1 INSPECTION. KWA shall have the right to inspect all LICENSEE books, records, facilities and plants, and access LICENSEE's records at any official seed certifying agency as determined by KWA in order to satisfy KWA of LICENSEE's compliance with all terms and conditions of this Agreement. KWA may perform genetic analysis of plant or plant tissue in LICENSEE's possession for the same purpose.
- 11.2 APPLICABLE LAW. This Agreement is made in the State of Kansas and shall be governed by and construed in accordance with Kansas Law.
- 11.3 FORCE MAJEURE. KWA shall not be deemed to be in default hereunder, due to, or be otherwise responsible for, delays or failures in performance resulting from failure of seed crop for whatever cause, acts of God, acts of war or civil disturbance, acts of terrorism, epidemics, governmental action or inaction, fires, earthquakes, unavailability of labor, materials, power or communication, or other causes beyond KWA's reasonable control.

The parties have executed this Agreement, effective as of the day and year first above written.

Kansas Wheat Alliance

_____ (print LICENSEE name)

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

**APPENDIX A
WILDCAT GENETICS® TRADEMARK**



Wildcat Genetics® is a registered trademark used under license from Kansas State University. Further use of the trademark is prohibited.

SCHEDULE A

**ADDITION TO
MASTER WHEAT LICENSE AGREEMENT**

This Schedule A AGREEMENT is made and entered into this ____ day of _____ 20____, by and between the KANSAS WHEAT ALLIANCE (hereinafter called "KWA" and _____ (hereinafter called "LICENSEE"), is an Addendum to the Master Wheat License Agreement executed by the Parties on _____ 20____ (hereinafter called "LICENSE AGREEMENT").

WHEREAS, KWA has rights to commercialize certain wheat varieties developed at Kansas State University; and

WHEREAS, LICENSEE would like to sell certain wheat varieties;

NOW, THEREFORE, the following wheat varieties are hereby added to the LICENSE AGREEMENT, and will hereafter be licensed under the terms and conditions of that LICENSE AGREEMENT. Except as expressly provided below, no term or condition of the LICENSE AGREEMENT shall be modified by this Addendum, and in the event of any ambiguity between the terms of the LICENSE AGREEMENT and this Addendum, the terms of the LICENSE AGREEMENT shall control.

I. Licensed Product: The AGREEMENT applies to wheat varieties designated as:

<u>Name</u>	<u>PVP #</u>	<u>Issue Date</u>	<u>Application Date</u>	<u>Initial below if Licensed</u>
Danby	200700177	May 23, 2007	March 9, 2007	_____
Overley	200400205	July 20, 2004	May 6, 2004	_____
Jagger	9500324	January 30, 1996	September 25, 1995	_____
RonL	200700244	May 23, 2007	March 23, 2007	_____
Fuller	200800130	July 16, 2008	February 25, 2008	_____
Everest	TBD			_____
Tiger	TBD			_____

II. This Licensed Products are licensed non-exclusively.

III. Additional Restrictions:

Territory - Marketing rights are restricted to the United States. Marketing rights outside of the United States must be granted in writing by KWA.

IV. Additional Permitted Uses of the Licensed Product: None

V. Intellectual Property Rights:

1. LICENSEE may not use the Licensed Product to apply for Plant Variety Protection, Title V of Plant Variety Protection, or Utility Patents.
2. LICENSEE shall place the following on its bag or tag and brochures:
 - a. By contract, sale as seed of the product derived from this seed is prohibited.
 - b. By contract, no alteration of this seed through genetic techniques or otherwise is permitted.
 - c. This variety is covered under the Plant Variety Protection Act and is designated [Insert Variety Name].
3. LICENSEE shall provide the following information on their order form:
 - a. Buyer represents that he is purchasing the seed solely for purposes of producing a grain crop and that the seed, and any product from the seed, shall not be resold bartered, traded or given away as seed.
 - b. Buyer agrees not to alter, or permit the alteration of the seed, or any product of the seed, through genetic techniques or otherwise.
 - c. Buyer acknowledges that failure to adhere to the above provisions would substantially damage the supplier/developer who has a substantial investment in this seed product.

VI. Royalty Schedule:

In consideration for the license granted herein, upon execution of this Schedule A, LICENSEE shall pay a license signing fee for each variety as noted below. In addition, LICENSEE shall pay to KWA or its designee a royalty per pound of Licensed Product planted, transferred, or first sold.

<u>Variety</u>	<u>License Signing Fee*</u>	<u>Royalty Rate per pound of Licensed Product</u>
Jagger	\$100	\$0.005
Overly	\$100	\$0.01
Danby	\$100	\$0.01
RonL	\$100	\$0.01
Fuller	\$100	\$0.01
Everest	\$100	\$0.015
Tiger	\$100	\$0.015

Total Signing Fee: \$ _____

VII. Term:

The license granted for each variety shall be for the duration of the relevant PVP, unless otherwise terminated pursuant to Article 7 of the Agreement.

VIII. Stewardship Requirements:

If LICENSEE is purchasing Foundation Seed, LICENSEE agrees to make a good faith effort to Certify said seed with an official seed certifying agency. KWA will inform the relevant seed certifying agency of LICENSEE’s purchase of Foundation Seed.

IX. Additional Terms:

KWA reserves the right to discontinue the production and distribution of Foundation seedstock for these and other varieties. KWA will provide notice of intent to discontinue such maintenance and distribution at least one (1) year in advance.

The parties have executed this Schedule A and addendum to the LICENSE AGREEMENT, effective as of the day and year signed below. All other terms and conditions are detailed in the MASTER WHEAT LICENSE AGREEMENT.

Kansas Wheat Alliance

(print LICENSEE name)

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

SCHEDULE B (In Triplicate)

Sales Year January 1, _____ through December 31, _____

Licensed Products		NUMBER OF UNITS		TOTAL Number of Units (a + b = c)	Royalty Per Unit (d)	TOTAL Royalty Due (c x d)	Number of Acres Planted for Seed Production	NUMBER OF UNITS	
Variety Name	Seed Class	Planted (a)	Transferred or Sold (b)					Carried Over	Sold as Grain or Used as Animal Feed
Grand Totals									

I hereby certify that the above information is true, correct and complete.

Company Name _____

Signature

Date

Printed Name

Title

Please remit report and royalty by January 31 to:

Kansas Wheat Alliance
 2005 Research Park Circle, Suite 105
 Manhattan, KS 66502-5020

Make Checks Payable to: Kansas Wheat Alliance