

**LibertyLink Rice Experimental Use Permit  
Production Handling & Marketing Agreement  
between  
Aventis CropScience and Riceland Foods, Inc.**

Riceland Foods, Inc. (RFI) of Stuttgart, Arkansas 72160, and Aventis CropScience USA LP(ACS) of 2 T.W. Alexander Drive, Research Triangle Park, NC 27709, agree to cooperate in the handling, management, and marketing of the Liberty Rice produced through the 2000 Liberty Rice Experimental Use Permit (EUP) granted by the Environmental Protection Agency to Aventis CropScience on March 17, 2000. ACS is requesting the services of RFI to manage the identity preservation and marketing of rice produced under the EUP.

**RFI Agrees to:**

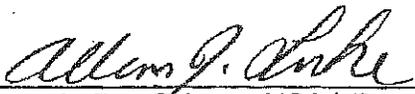
1. Give ongoing support to ACS for the successful completion of the Liberty Rice EUP. Services required from RFI include: facilities for handling, drying, grading, storage, milling, marketing of processed rice and fractions, transportation, and administration of the grower pool.
2. RFI will ensure that the LibertyLink rice produced under the EUP and destined for RFI does not enter the commercial trade channel until EPA approval is received and after EPA approval, up to and including the delivery to the purchaser. All possible steps must be taken by RFI to guarantee that the rice produced under the authority of the EUP is kept separate from other rice.
3. Dedicate a portion of the Weiner, AR facility to the drying and storage of Arkansas produced LibertyLink Rice.
4. Utilize an existing RFI Delivery agreement to accept and price the rice produced by the growers contracted under the "2000 Experimental LibertyLink Rice EUP Contract.
5. Insure the Arkansas rice from loss or damage during its storage, drying, handling and milling from delivery to final sale.
6. Take all possible steps to develop a market for the rice produced under the EUP. At no time shall the rice be presented to purchasers at a discount from the market price without prior approval by ACS.
7. Make no commitment on behalf of ACS without prior approval.
8. Keep the terms of this agreement confidential and secret.
9. Pay any costs due to their negligence during the fulfillment of this contract.

ACS Agrees to:

1. Make RFI whole for all reasonable and documented costs, including transportation, milling, storage, commodity interest and handling costs to assist in delivering the rice from the grower to the downstream purchaser. (See attached example for methodology.)
2. Notify RFI of any notification by the EPA of herbicide tolerances established on a temporary or permanent basis, allowing the rice to be sold. Until that time, the rice must be stored and secured by RFI in a manner such that the grain does not enter the commercial channels of trade. LibertyLink Rice produced as seed outside this agreement with RFI will be the sole responsibility of ACS.
3. Actively assist RFI in technical support for the sale of the 2000 Liberty Rice production.
4. As RFI issues advances to growers, reimburse the amount advanced by RFI. RFI will compile the total advances paid. RFI may, at its sole option, delay and invoice the total amount due after harvest.
5. Treat the growers fairly in all business dealings to assure that the image and reputation of RFI is maintained with the grower.
6. Dispose of the rice as required by the EPA if it is determined that the rice seed will not be allowed into the normal channel of trade due to regulatory issues. Aventis will cover the full cost of the disposal and comply with points one and four above.
7. To keep the terms and conditions of this contract secret.

Both RFI and ACS acknowledge this Agreement may not address all issues which might arise concerning the sale of the 2000-crop LibertyLink Rice, and both parties agree to cooperate and work in good faith together to insure the purity, quality, processing and sale of the 2000-crop LibertyLink Rice that is the subject of this agreement.

Dated this 18th day of August 2000.

  
Aventis CropScience USA LP

  
Riceland Foods, Inc.