IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF KANSAS

IN RE SYNGENTA AG MIR 162 CORN LITIGATION THIS DOCUMENT RELATES TO: ALL CASES CONFORMING TO THE NON-PRODUCER PLAINTIFFS' SECOND AMENDED CLASS ACTION MASTER COMPLAINT	Master File No. 2:14-MD-02591-JWL-JPO MDL No. 2591

SYNGENTA'S ANSWER, DEFENSES, AND COUNTERCLAIMS TO NON-PRODUCER PLAINTIFFS' SECOND AMENDED MASTER CLASS ACTION COMPLAINT

Defendants Syngenta AG, Syngenta Crop Protection AG, Syngenta Corporation, Syngenta Crop Protection, LLC, Syngenta Seeds, Inc., and Syngenta Biotechnology, Inc. (collectively, "Syngenta"), by and through their counsel of record, hereby file their Answer, Defenses, and Counterclaims in response to the Non-Producer Plaintiffs' Second Amended Master Class Action Complaint.

ANSWER

Syngenta responds as follows to the corresponding numbered allegations in Non-Producer Plaintiffs' Amended Master Class Action Complaint ("Complaint") while reserving its right to file any motions permitted by the Rules or by this Court. Pursuant to Rule 14(a)(1), Syngenta will file any third-party claims in the Non-Producer Plaintiffs' cases on or before December 3, 2015.

The "Nature of the Action" contains argument, not factual allegations for which a response is required. To the extent a response is deemed required, Syngenta denies that plaintiffs are entitled to any relief, especially when this case concerns harm that plaintiffs allegedly

suffered because of China's refusal to accept corn lawfully grown in the United States from Syngenta's U.S.-government-approved genetically modified corn seed called Viptera.

1. Paragraph 1 of the Complaint calls for legal conclusions to which no response is necessary.

2. Paragraph 2 of the Complaint calls for legal conclusions to which no response is necessary.

3. Paragraph 3 of the Complaint calls for legal conclusions to which no response is necessary.

4. Paragraph 4 of the Complaint calls for legal conclusions to which no response is necessary. To the extent an answer is required, Syngenta admits that the entities identified in this paragraph, Winnsboro Elevator, LLC, Rail Transfer Inc., and Trans Coastal Supply Company, Inc. originally filed actions in the Western District of Louisiana, the District of Minnesota, and the Central District of Illinois, respectively, and that Express Grain Terminal LLC filed its action in this Court pursuant to the Court's March 10, 2015 Order. To the extent not specifically admitted, Syngenta denies the remaining allegations in paragraph 4 of the Complaint.

5. Paragraph 5 of the Complaint calls for legal conclusions to which no response is necessary. To the extent an answer is required, Syngenta denies the allegations in paragraph 5 of the Complaint, except to state that Viptera and Duracade have been sold in each district identified in paragraph 5 of the Complaint.

6. Paragraph 6 of the Complaint calls for legal conclusions to which no response is necessary.

7. Syngenta lacks sufficient knowledge or information to form a belief as to the allegations in paragraph 7 of the Complaint, and therefore denies them.

8. Syngenta lacks sufficient knowledge or information to form a belief as to the allegations in paragraph 8 of the Complaint, and therefore denies them.

9. Syngenta lacks sufficient knowledge or information to form a belief as to the allegations in paragraph 9 of the Complaint, and therefore denies them.

10. Syngenta lacks sufficient knowledge or information to form a belief as to the allegations in paragraph 10 of the Complaint, and therefore denies them.

11. Syngenta admits that Syngenta AG is a corporation organized and existing under the laws of Switzerland with its principal place of business at Schwarzwaldallee 215, 4058 Basel-Stadt, Switzerland, that Syngenta AG is a publicly traded company on the SIX Swiss Exchange, and that American Depositary Receipts for Syngenta AG are traded on the New York Stock Exchange. Syngenta further admits that Syngenta AG was formed in 2000 as a result of the demerger of the Novartis agribusiness from Novartis AG and of the Zeneca agrochemicals business from AstraZeneca PLC, and the combination of these businesses into Syngenta AG. The remainder of paragraph 11 of the Complaint calls for legal conclusions to which no response is necessary, but to the extent an answer is required, Syngenta denies the remaining allegations in paragraph 11 of the Complaint.

12. Syngenta admits that Syngenta Crop Protection AG is a corporation organized and existing under the laws of Switzerland with its principal place of business at Schwarzwaldallee 215, 4058 Basel-Stadt, Switzerland, and that Syngenta Crop Protection AG is a subsidiary of Syngenta AG. The remainder of paragraph 12 of the Complaint calls for legal conclusions to which no response is necessary.

13. Syngenta admits that Syngenta Corporation is a corporation with a principal place of business located at 3411 Silverside Road # 100, Wilmington, Delaware 19810-4812, and that

Syngenta Corporation is a subsidiary of Syngenta AG. The remainder of paragraph 13 of the Complaint calls for legal conclusions to which no response is necessary.

14. Syngenta admits that Syngenta Crop Protection LLC is a limited liability company organized and operating under the laws of the State of Delaware with its principal place of business at 410 South Swing Road, Greensboro, North Carolina 27409, and that Syngenta Crop Protection LLC is a subsidiary of Syngenta Seeds, Inc. The remainder of paragraph 14 of the Complaint calls for legal conclusions to which no response is necessary.

15. Syngenta admits that Syngenta Seeds, Inc. is a Delaware corporation with a principal place of business at 11055 Wayzata Boulevard, Minnetonka, Minnesota 55305-1526, and that Syngenta Seeds, Inc. is a subsidiary of Syngenta Corporation. Syngenta admits that it has sold Agrisure Viptera and Agrisure Duracade corn seeds in Kansas and elsewhere, and that these seeds protect against insects and other pests. Syngenta further admits that Syngenta Seeds, Inc. filed a complaint against Bunge North America, Inc. in the Northern District of Iowa, Case No. 5:11-cv-04074-MWB, and that paragraph 15 of the Complaint contains quoted language from that complaint. The remainder of paragraph 15 of the Complaint calls for legal conclusions to which no response is necessary, but to the extent an answer is required, Syngenta denies the remaining allegations in paragraph 15 of the Complaint.

16. Syngenta denies that Syngenta Biotechnology, Inc. exists as described in paragraph 16 of the Complaint. Syngenta admits that Syngenta Biotechnology, Inc. merged with Syngenta Crop Protection, LLC, effective December 31, 2014 at 11:59 p.m. (Eastern Time), and that the named surviving entity from that merger is Syngenta Crop Protection, LLC. Syngenta further admits that the principal place of business of the surviving entity, Syngenta Crop Protection, LLC is 410 South Swing Road, Greensboro, North Carolina 27409. Syngenta further admits that Syngenta Biotechnology, Inc. (as it existed at the time) submitted an application for

deregulation by the U.S. Department of Agriculture of corn traits MIR162 and Event 5307, and that there were at least four field tests of MIR162 and two field tests of Event 5307 in Kansas as fully allowed by applicable laws and regulations. Syngenta further admits that MIR162 is a trait included in Agrisure Viptera trait stacks, and that some, but not all, Agrisure Duracade trait stacks include both MIR162 and Event 5307. The remainder of paragraph 16 of the Complaint calls for legal conclusions to which no response is necessary.

17. Syngenta admits that Syngenta Crop Protection AG, Syngenta Corporation, Syngenta Crop Protection LLC, and Syngenta Seeds, Inc. are direct or indirect subsidiaries of Syngenta AG, but denies that Syngenta Biotechnology, Inc. continues to exist as an entity.

18. Syngenta admits that certain quoted text in paragraph 18 of the Complaint can be found on Syngenta's website, but denies that plaintiffs' selective quotation and characterization from Syngenta's website is necessarily complete or accurate. To the extent not specifically admitted, Syngenta denies the remaining allegations in paragraph 18 of the Complaint.

19. Syngenta admits that certain members of its Executive Committee also serve as members of the Board of Directors of Syngenta Crop Protection AG, Syngenta Corporation, Syngenta Crop Protection LLC, and/or Syngenta Seeds, Inc. Syngenta denies that Syngenta Biotechnology, Inc. continues to exist as an entity with its own Board of Directors.

20. Syngenta admits that the Board of Directors of Syngenta AG has delegated operational management to the Syngenta Executive Committee, and that the Syngenta Executive Committee's role includes formulating certain corporate policies and strategic plans relating to activities that may impact various Syngenta entities. To the extent not specifically admitted, Syngenta denies the remaining allegations in paragraph 20 of the Complaint.

21. Syngenta admits that Syngenta Crop Protection AG maintains two separate product lines, Seeds and Crop Protection. The remainder of paragraph 21 of the Complaint calls

for legal conclusions to which no response is necessary. To the extent an answer is required, Syngenta denies the remaining allegations in paragraph 21 of the Complaint.

22. Paragraph 22 of the Complaint calls for legal conclusions to which no response is necessary. To the extent an answer is required, Syngenta admits that from time to time a certain Syngenta entity may consult with and seek the necessary support of individuals or governance bodies located in one of its direct or indirect parent companies with regard to certain matters, consistent with corporate law, appropriate corporate-governance practices, and sound management practices broadly followed by U.S.-headquartered and foreign-headquartered corporations that operate through subsidiaries in multiple countries. To the extent not specifically admitted, Syngenta denies the remaining allegations in paragraph 22 of the Complaint.

23. Syngenta admits that the Syngenta Executive Committee was involved in the decisions to commercialize Viptera and Duracade in the United States after each trait was fully deregulated by the U.S. Department of Agriculture. To the extent not specifically admitted, Syngenta denies the remaining allegations in paragraph 23 of the Complaint.

24. Syngenta admits that Syngenta subsidiaries report their finances to their parent corporation and that Syngenta AG's financial statements reflect the finances of its subsidiaries. To the extent not specifically admitted, Syngenta denies the remaining allegations in paragraph 24 of the Complaint.

25. Syngenta admits that a particular Syngenta entity may refer to itself as "Syngenta" from time to time rather than using its full, formal name each time, but denies that such reference has any particular meaning or legal significance. To the extent not specifically admitted, Syngenta denies the remaining allegations in paragraph 25 of the Complaint.

26. Paragraph 26 of the Complaint calls for legal conclusions to which no response is necessary. To the extent an answer is required, Syngenta denies the allegations in paragraph 26 of the Complaint.

27. Paragraph 27 of the Complaint calls for legal conclusions to which no response is necessary. To the extent an answer is required, Syngenta denies the allegations in paragraph 27 of the Complaint.

28. Syngenta admits that it develops and obtains patents on its bio-engineered products, including seeds which are sometimes referred to as genetically modified organisms or GMOs. Syngenta further admits that patents provide for a period of exclusivity, and that patents expire. To the extent not specifically admitted, Syngenta denies the remaining allegations in paragraph 28 of the Complaint.

29. Syngenta admits that Grant Ozipko, in his October 19, 2012 deposition in the *Bunge* litigation, references a 9.5% market share objective, but denies that plaintiffs' selective characterization of that testimony is necessarily complete or accurate. Syngenta further admits that paragraph 29 of the Complaint contains quoted language from a progression review dated December 16, 2009, but denies that plaintiffs' selective quotation and characterization of that document is necessarily complete or accurate. To the extent not specifically admitted, Syngenta denies the remaining allegations in paragraph 29 of the Complaint.

30. Syngenta denies the allegations in paragraph 30 of the Complaint.

31. Syngenta denies the allegations in paragraph 31 of the Complaint.

32. Syngenta denies the allegations in paragraph 32 of the Complaint.

33. Syngenta denies the allegations in paragraph 33 of the Complaint.

34. Syngenta admits that certain quoted language in paragraph 34 of the Complaint appears on the Syngenta Foundation for Sustainable Agriculture's website, but denies that

plaintiffs' selective quotation and characterization of that language is necessarily complete or accurate.

35. Syngenta admits that the U.S. District Court for the Northern District of Illinois issued an opinion in *In re StarLink Corn Products Liability Litigation*, 212 F. Supp. 2d 828 (N.D. Ill. 2002), but denies that plaintiffs' selective characterization of the events that resulted in that decision is necessarily complete, accurate, or relevant here. To the extent not specifically admitted, Syngenta denies the remaining allegations in paragraph 35 of the Complaint.

36. Syngenta admits that the U.S. District Court for the Eastern District of Missouri and the Supreme Court of Arkansas issued opinions in *In re Genetically Modified Rice Litig.*, 666 F. Supp. 2d 1004 (E.D. Mo. 2009), and *Bayer CropScience LP v. Schafer*, 2011 Ark. 518, 385 S.W.3d 822 (Ark. 2011), respectively, but denies that plaintiffs' selective characterization of the events that resulted in those decisions is necessarily complete, accurate, or relevant here. To the extent not specifically admitted, Syngenta denies the remaining allegations in paragraph 36 of the Complaint.

37. Syngenta admits that it typically has an awareness of well-publicized events in the commodities industry. To the extent not specifically admitted, Syngenta denies the remaining allegations in paragraph 37 of the Complaint.

38. Syngenta admits that paragraph 38 of the Complaint contains a quote taken from an article titled "Feed and grain organizations warn growers of limited export markets," available at http://www.farmworldonline.com/news/ArchiveArticle.asp?newsid=4091, but denies that plaintiffs' selective quotation and characterization of that article is necessarily complete or accurate. To the extent not specifically admitted, Syngenta denies the remaining allegations in paragraph 38 of the Complaint.

39. Syngenta admits that paragraph 39 of the Complaint purports to quote a letter from the International Grain Trade Coalition to then-CEO of Syngenta Michael Pragnell dated April 18, 2007, but denies that plaintiffs' selective quotation and characterization of that letter is necessarily complete or accurate. To the extent not specifically admitted, Syngenta denies the remaining allegations in paragraph 39 of the Complaint.

40. Syngenta admits that it was, but no longer is, a member of the Biotechnology Industry Organization ("BIO"), and that paragraph 40 of the Complaint contains a quote from the sources listed in paragraph 40, but denies that plaintiffs' selective quotation and characterization of such statements is necessarily complete or accurate. To the extent not specifically admitted, Syngenta denies the remaining allegations in paragraph 40 of the Complaint.

41. Syngenta admits that paragraph 41 of the Complaint contains a quote taken from BIO's Product Launch Stewardship policy, dated December 10, 2009, but denies that plaintiffs' selective characterization of that statement is necessarily complete or accurate. To the extent not specifically admitted, Syngenta denies the remaining allegations in paragraph 41 of the Complaint.

42. Syngenta admits that CropLife International and BIO have developed voluntary guidelines related to product stewardship. To the extent not specifically admitted, Syngenta denies the remaining allegations in paragraph 42 of the Complaint.

43. Syngenta admits that the BIO policy did not exist before 2007. Syngenta further admits that John (Jack) Bernens testified in a deposition in the *Bunge* litigation regarding MIR604 and BIO's product launch policy and that paragraph 43 of the Complaint contains a quote taken from a portion of an email Sarah Hull sent on February 19, 2008, but denies that plaintiffs' selective quotation and characterization of Bernens' testimony and Hull's email is

necessarily complete or accurate. To the extent not specifically admitted, Syngenta denies the remaining allegations in paragraph 43 of the Complaint.

44. Syngenta admits that paragraph 44 of the Complaint contains a quote taken from Syngenta's website, but denies that plaintiffs' selective quotation and characterization of such statement is necessarily complete or accurate. To the extent not specifically admitted, Syngenta denies the remaining allegations in paragraph 44 of the Complaint.

45. Syngenta admits that paragraph 45 of the Complaint references the BIO Product Launch Stewardship policy dated December 10, 2009, which states that BIO "encourages" companies to voluntarily "[m]eet applicable regulatory requirements in key markets (which at a minimum shall include the United States, Canada, and Japan) prior to commercialization of a new biotechnology product in commodity corn . . . in the United States or Canada, unless determined otherwise in consultation with the value chain for the crop," but denies that plaintiffs' characterization of that policy is necessarily complete or accurate. To the extent not specifically admitted, Syngenta denies the remaining allegations in paragraph 45 of the Complaint.

46. Syngenta admits that paragraph 46 of the Complaint contains a quote taken from the BIO Product Launch Stewardship policy dated December 10, 2009, but denies that plaintiffs' selective quotation and characterization of such statement is necessarily complete or accurate. To the extent not specifically admitted, Syngenta denies the remaining allegations in paragraph 46 of the Complaint.

47. Syngenta admits paragraph 47 of the Complaint contains a quote taken from the BIO Product Launch Stewardship policy dated December 10, 2009, but denies that plaintiffs' selective quotation and characterization of such statement is necessarily complete or accurate.

To the extent not specifically admitted, Syngenta denies the remaining allegations in paragraph 47 of the Complaint.

48. Syngenta admits that the cited footnote from the December 10, 2009 BIO Product Launch Stewardship policy in paragraph 48 of the Complaint states: "Commercialization for purposes of this annex is defined as the first planting of seed for the production of a crop or crop product that will be placed into general commerce." Syngenta further admits that paragraph 48 of the Complaint paraphrases an email from Sarah Hull dated February 19, 2008, but denies that plaintiffs' selective paraphrasing and characterization of that email is necessarily complete or accurate. To the extent not specifically admitted, Syngenta denies the remaining allegations in paragraph 48 of the Complaint.

49. Syngenta admits that paragraph 49 of the Complaint contains a quote taken from the BIO Product Launch Stewardship policy dated December 10, 2009, but denies that plaintiffs' selective characterization of such statement is necessarily complete or accurate. To the extent not specifically admitted, Syngenta denies the remaining allegations in paragraph 49 of the Complaint.

50. Syngenta admits that it is a founding member of "Excellence Through Stewardship" and that that association published a "Guide for Product Launch Stewardship for Biotechnology-Derived Plant Products" in July of 2010. To the extent not specifically admitted, Syngenta denies the remaining allegations in paragraph 50 of the Complaint.

51. Syngenta admits that paragraph 51 of the Complaint contains a quote taken from the National Grain and Feed Association's website, but denies that plaintiffs' selective quotation and characterization of such statement is necessarily complete or accurate. To the extent not specifically admitted, Syngenta denies the remaining allegations in paragraph 51 of the Complaint.

52. Syngenta admits that paragraph 52 of the Complaint contains a quote taken from a joint statement issued by the National Grain and Feed Association and the North American Export Grain Association on April 29, 2013, but denies that plaintiffs' selective quotation and characterization of such statement is necessarily complete or accurate. To the extent not specifically admitted, Syngenta denies the remaining allegations in paragraph 52 of the Complaint.

53. Syngenta admits that paragraph 53 of the Complaint contains quotes taken from the Syngenta Foundation for Sustainable Agriculture's website, but denies that plaintiffs' selective quotation and characterization of those statements is necessarily complete or accurate. To the extent not specifically admitted, Syngenta denies the remaining allegations in paragraph 53 of the Complaint.

54. Syngenta admits that paragraph 54 of the Complaint contains a quote taken from Syngenta's website, but denies that plaintiffs' selective quotation and characterization of those statements is necessarily complete or accurate. To the extent not specifically admitted, Syngenta denies the remaining allegations in paragraph 54 of the Complaint.

55. Syngenta admits that paragraph 55 of the Complaint contains quotes taken from Syngenta's website, but denies that plaintiffs' selective quotation and characterization of such statements is necessarily complete or accurate. To the extent not specifically admitted, Syngenta denies the remaining allegations in paragraph 55 of the Complaint.

56. Syngenta admits that paragraph 56 of the Complaint contains a quote taken from Syngenta's website, but denies that plaintiffs' selective quotation and characterization of such statement is necessarily complete or accurate. To the extent not specifically admitted, Syngenta denies the remaining allegations in paragraph 56 of the Complaint.

57. Syngenta admits that paragraph 57 of the Complaint contains a quote taken from Syngenta's website, but denies that plaintiffs' selective quotation and characterization of such statement is necessarily complete or accurate. To the extent not specifically admitted, Syngenta denies the remaining allegations in paragraph 57 of the Complaint.

58. Syngenta admits that paragraph 58 of the Complaint contains quotes taken from Syngenta's Code of Conduct published in 2009, but denies that plaintiffs' selective quotation and characterization of such statements or their intended audience is necessarily complete or accurate. To the extent not specifically admitted, Syngenta denies the remaining allegations in paragraph 58 of the Complaint.

59. Syngenta admits that a page on its website, dated November 2007, expressed support for the May 21, 2007 "BIO product launch policy" and that Syngenta would be guided by certain related principles as it commercialized new products. To the extent not specifically admitted, Syngenta denies the remaining allegations in paragraph 59 of the Complaint.

60. Syngenta admits that its "Biotech Stewardship Links" webpage, available at http://www.syngentabiotech.com/biostewardshiplinks.aspx, contains links to the Excellence Through Stewardship and Crop Life International websites. To the extent not specifically admitted, Syngenta denies the remaining allegations in paragraph 60 of the Complaint.

61. Syngenta admits that trait import approval status in certain foreign export markets was one of many factors that at times were considered in the decision of seed manufacturers to commercialize particular traits as of 2011. Syngenta specifically denies that Chinese approval was considered a necessary or even significant factor in the decision of seed manufacturers to commercialize particular traits as of 2011. To the extent not specifically admitted, Syngenta denies the remaining allegations in paragraph 61 of the Complaint.

62. Syngenta denies the allegations in paragraph 62 of the Complaint.

63. Syngenta admits that it obtained approvals from U.S. regulatory agencies, including deregulation from the Animal, Plant and Health Inspection Service ("APHIS") of the U.S. Department of Agriculture, before commercializing Viptera and Duracade. To the extent not specifically admitted, Syngenta denies the remaining allegations in paragraph 63 of the Complaint.

64. Paragraph 64 of the Complaint calls for legal conclusions to which no response is necessary.

65. Syngenta admits that MIR162 is a genetically modified corn trait that was previously regulated by the U.S. Department of Agriculture and has been fully deregulated by the U.S. Department of Agriculture. To the extent not specifically admitted, Syngenta denies the remaining allegations in paragraph 65 of the Complaint.

66. Paragraph 66 of the Complaint calls for legal conclusions to which no response is necessary.

67. Syngenta admits that paragraph 67 contains a quote and information from a New York Times article titled "U.S. Fines Swiss Company Over Sale of Altered Seed." Syngenta admits that the EPA fined Syngenta $1.5 million and the U.S. Department of Agriculture fined Syngenta $375,000 for the accidental release of a limited quantity of an unapproved corn trait known as Bt10, which the EPA concluded did not pose any human health or environmental concerns, but denies that plaintiffs' characterization of the events leading to those fines in paragraph 67 of the Complaint is necessarily complete or accurate. To the extent not specifically admitted, Syngenta denies the remaining allegations in paragraph 67 of the Complaint.

68. Syngenta admits that during the applicable time periods, at least 119 field trials of MIR162 corn were planted across 28 states and covered by 19 permits or notifications, and that field tests of MIR162 were conducted in the ten largest corn producing states (Iowa, Illinois,

Nebraska, Minnesota, Indiana, South Dakota, Wisconsin, Kansas, Ohio and Missouri)—as fully allowed by applicable laws and regulations. To the extent not specifically admitted, Syngenta denies the remaining allegations in paragraph 68 of the Complaint.

69. Paragraph 69 of the Complaint calls for legal conclusions to which no response is necessary.

70. Syngenta admits that it filed a patent application related to MIR162 on May 24, 2007. To the extent not specifically admitted, Syngenta denies the remaining allegations in paragraph 70 of the Complaint.

71. Syngenta admits that it submitted a Petition for Determination of Nonregulated Status for Insect-Resistant MIR162 Maize, dated August 31, 2007, for review by the U.S. Department of Agriculture as part of the federal regulatory process. To the extent not specifically admitted, Syngenta denies the remaining allegations in paragraph 71 of the Complaint.

72. Syngenta admits that it conducted numerous field tests of MIR162 prior to the U.S. Department of Agriculture's deregulation of the trait in April of 2010. To the extent not specifically admitted, Syngenta denies the remaining allegations in paragraph 72 of the Complaint.

73. Syngenta admits that certain quoted language in paragraph 73 of the Complaint is contained in the MIR162 Deregulation Petition but denies that plaintiffs' characterization of that language is necessarily complete or accurate. To the extent not specifically admitted, Syngenta denies the remaining allegations in paragraph 73 of the Complaint.

74. Syngenta admits that certain quoted language in paragraph 74 of the Complaint is contained in the MIR162 Deregulation Petition, but denies that plaintiffs' selective quotation and characterization of that language is necessarily complete or accurate. To the extent not

specifically admitted, Syngenta denies the remaining allegations in paragraph 74 of the Complaint.

75. Syngenta admits that certain quoted language in paragraph 75 of the Complaint is contained in the MIR162 Deregulation Petition, but denies that plaintiffs' selective quotation and characterization of that language is necessarily complete or accurate. To the extent not specifically admitted, Syngenta denies the remaining allegations in paragraph 75 of the Complaint.

76. Syngenta admits that certain quoted language in paragraph 76 of the Complaint is contained in the MIR162 Deregulation Petition, but denies that plaintiffs' selective quotation, sequencing, and characterization of that language is necessarily complete or accurate. Syngenta specifically denies that the MIR162 Deregulation Petition states that China has a "functioning regulatory system[]," and to the extent not specifically admitted, denies the remaining allegations in paragraph 76 of the Complaint.

77. Syngenta denies the allegations in paragraph 77 of the Complaint.

78. Syngenta admits that certain quoted language in paragraph 78 of the Complaint is contained in the MIR162 Deregulation Petition, but denies that plaintiffs' selective quotation and characterization of that language is necessarily complete or accurate. To the extent not specifically admitted, Syngenta denies the remaining allegations in paragraph 78 of the Complaint.

79. Syngenta admits the allegations in paragraph 79 of the Complaint.

80. Syngenta admits that paragraph 80 of the Complaint selectively quotes the Draft Environmental Assessment prepared by APHIS, but denies that plaintiffs' selective quotation and characterization of that language is necessarily complete or accurate. Syngenta lacks

sufficient knowledge or information to form a belief as to the remaining allegations in paragraph 80 of the Complaint, and therefore denies them.

81. Syngenta admits the allegations in paragraph 81 of the Complaint.

82. Syngenta admits the allegations in paragraph 82 of the Complaint.

83. Syngenta admits that paragraph 83 of the Complaint selectively quotes from two APHIS reports regarding MIR162, the National Environmental Policy Act Decision and Finding of No Significant Impact (April 9, 2010), and the Final Environmental Assessment (March 2010), but denies that plaintiffs' selective quotation and characterization of that language and those reports is necessarily complete or accurate. Syngenta specifically denies that the Final Environmental Assessment states that China has a functioning regulatory system. Syngenta lacks sufficient knowledge or information to form a belief as to the remaining allegations in paragraph 83 of the Complaint, and therefore denies them.

84. Syngenta admits that it issued a press release on April 21, 2010 titled "Syngenta receives approval for breakthrough corn trait technology in the U.S." and that paragraph 84 of the Complaint contains quotes from that press release, but denies that plaintiffs' selective quotation and characterization of that press release is necessarily complete or accurate. To the extent not specifically admitted, Syngenta denies the remaining allegations in paragraph 84 of the Complaint.

85. Syngenta admits that certain quoted language in paragraph 85 of the Complaint is contained in the MIR162 Deregulation Petition, but denies that plaintiffs' selective quotation and characterization of that petition is necessarily complete or accurate. To the extent not specifically admitted, Syngenta denies the remaining allegations in paragraph 85 of the Complaint.

86. Syngenta admits that it first submitted MIR162 seed-import dossiers to China's Ministry of Agriculture in March 2010, the earliest date it was allowed to do so by the Chinese government. Syngenta specifically denies that work on its regulatory filings was not "in process" at the time of the MIR162 Deregulation Petition. To the extent not specifically admitted, Syngenta denies the remaining allegations in paragraph 86 of the Complaint.

87. Syngenta admits that paragraph 87 of the Complaint contains excerpts from the deposition of Chuck Lee taken on September 7, 2011, as part of the *Bunge* litigation, as well as certain quotes from an NGFA Newsletter dated July 14, 2011, but denies that plaintiffs' selective quotation and characterization of those documents is necessarily complete or accurate. To the extent not specifically admitted, Syngenta denies the remaining allegations in paragraph 87 of the Complaint.

88. Syngenta admits that Chuck Lee, in his September 7, 2011 deposition in the *Bunge* litigation, was asked whether "after a trait developer or biotech company like Syngenta receives approval and unregulated status for a new trait, there's no requirement to commercialize[] immediately; is there?" and responded: "No, other than the fact that you're trying to recoup your costs as an organization." To the extent not specifically admitted, Syngenta denies the remaining allegations in paragraph 88 of the Complaint.

89. Syngenta denies plaintiffs' characterization of the December 10, 2009 BIO Product Launch Stewardship policy as set forth in paragraph 89 of the Complaint.

90. Syngenta denies the allegations in paragraph 90 of the Complaint.

91. Syngenta admits that paragraph 91 of the Complaint contains quotes taken from a September 29, 2010 email from Miloud Araba to Kevin Turnblad and others, but denies that plaintiffs' selective quotation and characterization of that email is necessarily complete or

accurate. To the extent not specifically admitted, Syngenta denies the remaining allegations in paragraph 91 of the Complaint.

92. Syngenta admits that paragraph 92 of the Complaint contains a quote taken from a 2010 slide presentation, but denies that plaintiffs' selective quotation and characterization of that presentation is necessarily complete or accurate. To the extent not specifically admitted, Syngenta denies the remaining allegations in paragraph 92 of the Complaint.

93. Syngenta admits that it first submitted MIR162 seed-import dossiers to China's Ministry of Agriculture in March 2010, the earliest date it was allowed to do so by the Chinese government. To the extent not specifically admitted, Syngenta denies the remaining allegations in paragraph 93 of the Complaint.

94. Syngenta admits that the amount of time for Chinese import approval could vary and could take up to two years. To the extent not specifically admitted, Syngenta denies the remaining allegations in paragraph 94 of the Complaint.

95. While it is unclear what slide presentation is referred to in paragraph 95 of the Complaint, Syngenta admits that at certain times internal projections anticipated Chinese approval of Viptera for import in the first or second quarter of 2012. To the extent not specifically admitted, Syngenta denies the remaining allegations in paragraph 95 of the Complaint.

96. Syngenta denies plaintiffs' characterization of Chuck Lee's deposition testimony as set forth in paragraph 96 of the Complaint.

97. Syngenta admits that it commercialized Viptera for the 2011 growing season. To the extent not specifically admitted, Syngenta denies the remaining allegations in paragraph 97 of the Complaint.

98. Syngenta admits that paragraph 98 of the Complaint contains a quote from an August 4, 2011 email sent from Bryan Young to Tom Burrus, but denies that plaintiffs' selective quotation and characterization of that email is necessarily complete or accurate. To the extent not specifically admitted, Syngenta denies the remaining allegations in paragraph 98 of the Complaint, including plaintiffs' characterization that Syngenta did not publicly disclose that Viptera had not been approved in China in 2011.

99. Syngenta admits that paragraph 99 of the Complaint contains a quote taken from an email sent by Jack Bernens on May 13, 2010, but denies that plaintiffs' selective quotation and characterization of that email is necessarily complete or accurate. To the extent not specifically admitted, Syngenta denies the remaining allegations in paragraph 99 of the Complaint.

100. Syngenta admits that paragraph 100 of the Complaint contains quoted language taken from an article titled "Chinese Imports to Change Grain Markets," available at http://www.farmlandforecast.com/2010/08/chinese-imports-to-change-grain-markets/, but denies that plaintiffs' selective quotation and characterization of that language is necessarily complete or accurate. To the extent not specifically admitted, Syngenta denies the remaining allegations in paragraph 100 of the Complaint.

101. Syngenta admits that it is a member of the U.S. Grains Council, and that Rex Martin was a member of the U.S. Grains Council's Biotechnology Advisory Team. To the extent not specifically admitted, Syngenta denies the remaining allegations in paragraph 101 of the Complaint.

102. Syngenta admits that the NGFA published a newsletter dated July 14, 2011. To the extent not specifically admitted, Syngenta denies the remaining allegations in paragraph 102 of the Complaint.

103. Syngenta admits that paragraph 103 of the Complaint paraphrases John (Jack) Bernens' deposition testimony from the *Bunge* litigation, but denies that plaintiffs' selective characterization of that testimony is necessarily complete or accurate. To the extent not specifically admitted, Syngenta denies the remaining allegations in paragraph 103 of the Complaint.

104. Syngenta admits that paragraph 104 of the Complaint paraphrases John (Jack) Bernens' deposition testimony from the *Bunge* litigation, but denies that plaintiffs' selective characterization of that testimony is necessarily complete or accurate. Syngenta further admits that it commercialized Viptera in the United States for the 2011 growing season. To the extent not specifically admitted, Syngenta denies the remaining allegations in paragraph 104 of the Complaint.

105. Syngenta admits that various individuals from Syngenta have met with representatives from NGFA on multiple occasions, including in 2010, but lacks sufficient knowledge or information to form a belief as to the exact meeting to which plaintiffs refer in paragraph 105 of the Complaint and as to whether such a meeting as described took place, and therefore denies the allegations in paragraph 105 of the Complaint to the extent not specifically admitted.

106. Syngenta admits that paragraph 106 of the Complaint contains a quote taken from a Reuters article that was emailed between several Syngenta employees, but denies that plaintiffs' selective quotation and characterization of such statements is necessarily complete or accurate. To the extent not specifically admitted, Syngenta denies the remaining allegations in paragraph 106 of the Complaint.

107. Syngenta admits that China was not a significant importer of corn before Viptera was commercialized, and that China became a net importer of corn over the course of 2011. To

the extent not specifically admitted, Syngenta denies the remaining allegations in paragraph 107 of the Complaint.

108. Syngenta admits that paragraph 108 of the Complaint contains quoted language taken from an email sent from Dianne Mayhart to Chuck Lee on January 25, 2011, but denies that plaintiffs' selective quotation and characterization of such statements is necessarily complete or accurate. To the extent not specifically admitted, Syngenta denies the remaining allegations in paragraph 108 of the Complaint.

109. Syngenta admits that paragraph 109 of the Complaint contains a quote taken from "USDA Long-term Projections, February 2011," available at http://www.ers.usda.gov/media/131929/oce111c.pdf, but denies that plaintiffs' selective quotation and characterization of such statements is necessarily complete or accurate. To the extent not specifically admitted, Syngenta denies the remaining allegations in paragraph 109 of the Complaint.

110. Syngenta admits that paragraph 110 of the Complaint contains a quote included in Michael Mack's remarks in conjunction with Syngenta's 2010 Full Year Results call, but denies that plaintiffs' selective quotation and characterization of such statements is necessarily complete or accurate. To the extent not specifically admitted, Syngenta denies the remaining allegations in paragraph 110 of the Complaint.

111. Syngenta admits that paragraph 111 of the Complaint contains a quote taken from an email sent from Jack Bernens to Ponsi Trivisvavet on February 25, 2011, but denies that plaintiffs' selective quotation and characterization of such statement is necessarily complete or accurate. To the extent not specifically admitted, Syngenta denies the remaining allegations in paragraph 111 of the Complaint.

112. Syngenta denies the allegations in paragraph 112 of the Complaint.

113. Syngenta denies the allegations in paragraph 113 of the Complaint.

114. Syngenta admits that paragraph 114 of the Complaint contains statistics referenced in *Syngenta v. Bunge*, 820 F. Supp. 2d 953 (N.D. Iowa 2011), but denies that plaintiffs' selective characterization of those statistics is necessarily complete or accurate. To the extent not specifically admitted, Syngenta denies the remaining allegations in paragraph 114 of the Complaint.

115. Syngenta admits that the statistic referenced in paragraph 115 of the Complaint can be found in a February 21, 2012 post on the cited "Seed in Context Blog," available at http://www.intlcorn.com/seedsiteblog/?p=268. To the extent not specifically admitted, Syngenta denies the remaining allegations in paragraph 115 of the Complaint.

116. Syngenta denies the allegations in paragraph 116 of the Complaint.

117. Syngenta admits that paragraph 117 of the Complaint contains a quote from a news article titled "Corn Imports by China Seen Doubling to Cool Fastest Inflation Since 2008," which was forwarded by Paul Minehart to various Syngenta employees on July 13, 2011, but denies that plaintiffs' selective quotation and characterization of that news article is necessarily complete or accurate. To the extent not specifically admitted, Syngenta denies the remaining allegations in paragraph 117 of the Complaint.

118. Syngenta admits that paragraph 118 of the Complaint contains a quote attributed to Michael Mack in the transcript of an investor call that took place on July 22, 2011, but denies that plaintiffs' selective quotation and characterization of such statement is necessarily complete or accurate. To the extent not specifically admitted, Syngenta denies the remaining allegations in paragraph 118 of the Complaint.

119. Syngenta admits that paragraph 119 of the Complaint contains a quote from an email dated August 16, 2011, authored by Quinn Showalter, but denies that plaintiffs' selective

quotation and characterization of that email is necessarily complete or accurate. To the extent not specifically admitted, Syngenta denies the remaining allegations in paragraph 119 of the Complaint.

120. Syngenta denies the allegations in paragraph 120 of the Complaint.

121. Syngenta admits that paragraph 121 of the Complaint contains a quote from a joint statement issued by NGFA and NAEGA in August 2011, but denies that plaintiffs' selective quotation and characterization of that statement is necessarily complete or accurate. To the extent not specifically admitted, Syngenta denies the remaining allegations in paragraph 121 of the Complaint.

122. Syngenta admits that paragraph 122 of the Complaint contains a quote from a joint statement issued by NGFA and NAEGA in August 2011, but denies that plaintiffs' selective quotation and characterization of the statement is necessarily complete or accurate. To the extent not specifically admitted, Syngenta denies the remaining allegations in paragraph 122 of the Complaint.

123. Syngenta admits that paragraph 123 of the Complaint contains a quote from an email dated September 16, 2011, authored by Clayton Becker of Greenleaf Genetics, but denies that plaintiffs' selective quotation and characterization of that email are complete or accurate. To the extent not specifically admitted, Syngenta denies the remaining allegations in paragraph 123 of the Complaint.

124. Syngenta admits that paragraph 124 of the Complaint contains a quote from a draft report written by Thomas Dorr, the President of the U.S. Grains Council, regarding a trip he took to China in July 2011, but denies that plaintiffs' selective quotation or characterization of that draft report is necessarily complete or accurate. To the extent not specifically admitted, Syngenta denies the remaining allegations in paragraph 124 of the Complaint.

125. Syngenta denies the allegations in paragraph 125 of the Complaint.

126. Syngenta admits that paragraph 126 of the Complaint contains a quote taken from "Managing 'Pollen Drift' to Minimize Contamination of Non-GMO Corn" by Peter Thomison, available at http://ohioline.osu.edu/agf-fact/0153.html. Syngenta also admits that corn has staminate and pistillate flowers on the same plant and is wind pollinated. To the extent not specifically admitted, Syngenta denies the remaining allegations in paragraph 126 of the Complaint.

127. Syngenta admits that paragraph 127 of the Complaint contains quotes selectively taken from "Methods to Enable the Coexistence of Diverse Corn Production Systems" by Kent Brittan, available at http://anrcatalog.ucdavis.edu/pdf/8192.pdf, but denies that plaintiffs' selective quotation and characterization of that source is necessarily complete or accurate. To the extent not specifically admitted, Syngenta denies the remaining allegations in paragraph 127 of the Complaint.

128. Syngenta admits that paragraph 128 of the Complaint contains quotes taken from the "AOSCA Standards and Procedures for Producing Certified Corn Seed," available at http://www.aosca.org/SiteContent/Documents//MemberOnly//Corn_FINAL_01April2012_PG.pdf, as well as a quote taken from "Managing 'Pollen Drift' to Minimize Contamination of Non-GMO Corn" by Peter Thomison, available at http://ohioline.osu.edu/agf-fact/0153.html, but denies that plaintiffs' selective quotation and characterization of those sources is necessarily complete or accurate. To the extent not specifically admitted, Syngenta denies the remaining allegations in paragraph 128 of the Complaint.

129. Syngenta admits that paragraph 129 of the Complaint contains a quote selectively taken from "Managing 'Pollen Drift' to Minimize Contamination of Non-GMO Corn" by Peter Thomison, available at http://ohioline.osu.edu/agf-fact/0153.html, but denies that plaintiffs'

selective quotation and characterization of that source is necessarily complete or accurate. To the extent not specifically admitted, Syngenta denies the remaining allegations in paragraph 129 of the Complaint.

130. Syngenta admits that paragraph 130 of the Complaint contains a quote selectively taken from *In re StarLink Corn Products Liability Litg.*, 212 F. Supp. 2d 828, 834 (N.D. Ill. 2002).

131. Syngenta denies the allegations in paragraph 131 of the Complaint.

132. Syngenta admits that paragraph 132 of the Complaint contains a quote taken from an email sent by Eric Anderson to Eric Carlson dated August 23, 2011, but denies that plaintiffs' selective quotation and characterization of that email is necessarily complete or accurate. To the extent not specifically admitted, Syngenta denies the remaining allegations in paragraph 132 of the Complaint.

133. Syngenta has not located a copy of the cited email, and thus lacks sufficient knowledge or information to form a belief as to the allegations in paragraph 133 of the Complaint, and therefore denies them.

134. Syngenta admits that paragraph 134 of the Complaint contains quotes taken from an email sent by David O'Reilly dated October 31, 2009, but denies that plaintiffs' selective quotation and characterization of that email is necessarily complete or accurate. To the extent not specifically admitted, Syngenta denies the remaining allegations in paragraph 134 of the Complaint.

135. Syngenta admits that paragraph 135 of the Complaint contains quotes taken from attachments to an email sent by David O'Reilly dated October 31, 2009, but denies that plaintiffs' selective quotation and characterization of those attachments is necessarily complete

or accurate. To the extent not specifically admitted, Syngenta denies the remaining allegations in paragraph 135 of the Complaint.

136. Syngenta admits that paragraph 136 of the Complaint contains a quote taken from Chuck Lee's September 7, 2011 deposition in the *Bunge* litigation, but denies that plaintiffs' selective quotation and characterization of that testimony is necessarily complete or accurate. To the extent not specifically admitted, Syngenta denies the remaining allegations in paragraph 136 of the Complaint.

137. Syngenta denies the allegations in paragraph 137 of the Complaint.

138. Syngenta admits that paragraph 138 of the Complaint contains quotes taken from "Managing 'Pollen Drift' to Minimize Contamination of Non-GMO Corn" by Peter Thomison, the Biotechnology Industry Organization's "Product Launch Stewardship: Food and Agriculture Section," and the MIR162 Deregulation Petition, but denies that plaintiffs' selective quotation and characterization of those documents is necessarily complete or accurate. To the extent not specifically admitted, Syngenta denies the remaining allegations in paragraph 138 of the Complaint.

139. Syngenta admits that paragraph 139 of the Complaint contains quotes taken from a draft of possible questions "for JJZ and MAFF Meetings" prepared by Sarah Hull dated October 26, 2007, but denies that plaintiffs' selective quotation and characterization of that document is necessarily complete or accurate. To the extent not specifically admitted, Syngenta denies the remaining allegations in paragraph 139 of the Complaint.

140. Syngenta admits that the release of "StarLink" corn was the subject of litigation. To the extent not specifically admitted, Syngenta denies the remaining allegations in paragraph 140 of the Complaint.

141. Syngenta admits that its MIR162 Deregulation Petition references certain containment protocols, including isolation distances. Syngenta specifically denies that its representations to the U.S. Department of Agriculture were misleading, and further denies plaintiffs' characterization of those representations. To the extent not specifically admitted, Syngenta denies the remaining allegations in paragraph 141 of the Complaint.

142. Syngenta denies the allegations in paragraph 142 of the Complaint.

143. Syngenta admits that paragraph 143 of the Complaint contains quotes taken from various BIO publications, but denies that plaintiffs' selective quotation and characterization of those documents is necessarily complete or accurate. To the extent not specifically admitted, Syngenta denies the remaining allegations in paragraph 143 of the Complaint.

144. Syngenta admits that paragraph 144 of the Complaint contains a quote from Syngenta's "BIO Product Launch Policy Syngenta Implementation Principles" dated November 2007 but denies that plaintiffs' selective quotation and characterization of that document is necessarily complete or accurate. To the extent not specifically admitted, Syngenta denies the remaining allegations in paragraph 144 of the Complaint.

145. Syngenta admits that paragraph 145 of the Complaint contains quotes from an email from Jingwen Chen to Alejandro Tozzini dated July 20, 2010, but denies that plaintiffs' selective quotation and characterization of that email is necessarily complete or accurate. To the extent not specifically admitted, Syngenta denies the remaining allegations in paragraph 145 of the Complaint.

146. Syngenta admits that, in an August 2011 email chain, Syngenta employees discussed providing test strip kits to grain handlers. To the extent not specifically admitted, Syngenta denies the remaining allegations in paragraph 146 of the Complaint.

147. Syngenta admits that it required growers to sign a stewardship agreement and comply with the requirements contained in those agreements. To the extent not specifically admitted, Syngenta denies the remaining allegations in paragraph 147 of the Complaint.

148. Syngenta admits that sales representatives were permitted to provide a limited amount of Viptera to farmers at no cost to the farmers—a standard program in the industry. To the extent not specifically admitted, Syngenta denies the remaining allegations in paragraph 148 of the Complaint.

149. Syngenta admits that it cautioned farmers to treat all corn grown next to Viptera as Viptera corn and that growers were bound to comply with the terms of the stewardship agreement, which required growers to "[c]hannel grain produced from Seed Products . . . to appropriate markets as necessary to prevent movement to markets where the grain has not yet received regulatory approval for import." To the extent not specifically admitted, Syngenta denies the remaining allegations in paragraph 149 of the Complaint.

150. Syngenta admits that the email from Matt Tenhaeff dated September 7, 2011, refers to a farmer's legal obligations in planting U.S.-approved Viptera seed, but denies that plaintiffs' characterization of the email is necessarily complete or accurate. To the extent not specifically admitted, Syngenta denies the remaining allegations in paragraph 150 of the Complaint.

151. Syngenta admits that it has grown Viptera and Duracade in limited quantities within the United States, as is necessary and permitted in order to produce seed quantities for sale. To the extent not specifically admitted, Syngenta denies the remaining allegations in paragraph 151 of the Complaint.

152. Syngenta admits that paragraph 152 of the Complaint contains quotes from a "Risk Management Report" dated June 2010, but denies that plaintiffs' selective quotation and

characterization of that report is necessarily complete or accurate. Syngenta further denies that the bracketed words are in the report, and states that plaintiffs' editing substantially alters the meaning of the report. The report did not recognize that "'MIR162 [would be] detected as unapproved trait'" but instead identified that risk as a "[l]ow" to "[m]oderate" possibility given that "most major import approvals are expected to be in place shortly." To the extent not specifically admitted, Syngenta denies the remaining allegations in paragraph 152 of the Complaint.

153. Syngenta admits that the statistics referenced in paragraph 153 of the Complaint are reflected in the sources cited in that paragraph. To the extent not specifically admitted, Syngenta denies the remaining allegations in paragraph 153 of the Complaint.

154. Syngenta denies the allegations in paragraph 154 of the Complaint.

155. Syngenta admits that paragraph 155 of the Complaint contains quoted language from Syngenta's MIR162 Deregulation Petition, but denies that plaintiffs' selective quotation and characterization of that petition is necessarily complete or accurate.

156. Syngenta denies the allegations in paragraph 156 of the Complaint.

157. Syngenta denies the allegations in paragraph 157 of the Complaint.

158. Syngenta admits that the Stewardship Agreements referenced the Stewardship Guides and that Syngenta kept the information contained in Stewardship Guides up-to-date on its website. To the extent not specifically admitted, Syngenta denies the remaining allegations in paragraph 158 of the Complaint.

159. Syngenta admits that it requires growers to sign a stewardship agreement and expects growers to comply with the requirements contained in those agreements. To the extent not specifically admitted, Syngenta denies the remaining allegations in paragraph 159 of the Complaint.

160. Syngenta admits that its Stewardship Agreements require a grower to acknowledge the grower's responsibility to direct grain to appropriate markets and that that provision does not explicitly mention China, but denies that a reference to specific individual countries or corn markets was necessary or required in order to give effect to the provision. To the extent not specifically admitted, Syngenta denies the remaining allegations in paragraph 160 of the Complaint.

161. Syngenta admits that paragraph 161 of the Complaint contains quotes from the 2009 Stewardship Agreement, but denies that plaintiffs' selective quotation and characterization of that version of the Stewardship Agreement is necessarily complete or accurate. Syngenta also admits that the 2009 Stewardship Agreement does not specifically name any export market other than Japan and the European Union, but denies that a reference to specific individual countries or corn markets was necessary or required. To the extent not specifically admitted, Syngenta denies the remaining allegations in paragraph 161 of the Complaint.

162. Syngenta admits that the March 2011 and May 2011 Stewardship Agreements contain the language quoted in paragraph 162 of the Complaint from the 2009 Stewardship Agreement, but denies that plaintiffs' selective quotation and characterization of that language is necessarily complete or accurate. To the extent not specifically admitted, Syngenta denies the remaining allegations in paragraph 162 of the Complaint.

163. Syngenta admits that its 2013 Stewardship Agreement did not reference Japan, the European Union, or China, but denies that a reference to specific individual countries or corn markets was necessary or required. To the extent not specifically admitted, Syngenta denies the remaining allegations in paragraph 163 of the Complaint.

164. Syngenta admits that the Stewardship Agreements require a grower's acknowledgement that he or she will review and comply with the Stewardship Guide which itself

contains information on channeling. To the extent not specifically admitted, Syngenta denies the remaining allegations in paragraph 164 of the Complaint.

165. Syngenta admits that paragraph 165 of the Complaint contains a quote from a Syngenta document titled "The Role of Grain Marketing for Future Trait Technologies," but denies that plaintiffs' selective quotation and characterization of the document is necessarily complete or accurate. To the extent not specifically admitted, Syngenta denies the remaining allegations in paragraph 165 of the Complaint.

166. Syngenta denies the allegations in paragraph 166 of the Complaint.

167. Syngenta admits that the BIO Product Launch Stewardship policy cited in paragraph 167 of the Complaint states that "[n]ew product introduction can more effectively be achieved by companies, in part through the use of market and trade assessments prior to commercialization that anticipate and consider the potential impacts within the value chain. The engagement with various stakeholders in the value chain is important to the success of these assessments (e.g., identifying conditions related to handling, distributing, processing and testing the products)," but denies that plaintiffs' selective quotation and characterization of the policy is necessarily complete or accurate. To the extent not specifically admitted, Syngenta denies the remaining allegations in paragraph 167 of the Complaint.

168. Syngenta denies the allegations in paragraph 168 of the Complaint.

169. Syngenta admits that paragraph 169 of the Complaint contains a quote taken from an email chain that included David Morgan and Jack Bernens dated June 18, 2010, but denies that plaintiffs' selective quotation and characterization of the email is necessarily complete or accurate. To the extent not specifically admitted, Syngenta denies the remaining allegations in paragraph 169 of the Complaint.

170. Syngenta admits that it sued Bunge after Bunge posted notices at its facilities in July 2011 stating it intended to refuse to accept corn grown from Viptera seed. To the extent not specifically admitted, Syngenta denies the remaining allegations in paragraph 170 of the Complaint.

171. Syngenta admits that paragraph 171 of the Complaint contains quotes from a letter to Viptera growers dated August 17, 2011, but denies that plaintiffs' selective quotation and characterization of that letter is necessarily complete or accurate. To the extent not specifically admitted, Syngenta denies the remaining allegations in paragraph 171 of the Complaint.

172. Syngenta admits that Syngenta Seeds, Inc. sued Bunge after Bunge posted notices at its facilities in July 2011 stating it intended to refuse to accept corn grown from Viptera seed. To the extent not specifically admitted, Syngenta denies the remaining allegations in paragraph 172 of the Complaint.

173. Syngenta admits that Syngenta Seeds, Inc. filed a Complaint against Bunge in the Northern District of Iowa, but denies that plaintiffs' selective characterization of the relief sought is necessarily complete or accurate. To the extent not specifically admitted, Syngenta denies the remaining allegations in paragraph 173 of the Complaint.

174. Syngenta admits that paragraph 174 of the Complaint contains statistics referenced in the Northern District of Iowa's opinion, *Syngenta Seeds, Inc. v. Bunge N. Am., Inc.*, 820 F. Supp. 2d 953 (N.D. Iowa 2011), but denies that plaintiffs' selective characterization of those statistics is necessarily complete or accurate. To the extent not specifically admitted, Syngenta denies the remaining allegations in paragraph 174 of the Complaint.

175. Syngenta admits that the U.S. District Court for the Northern District of Iowa issued an opinion in *Syngenta Seeds, Inc. v. Bunge N. Am., Inc.*, 820 F. Supp. 2d 953 (N.D. Iowa

2011), and that the quoted text appears in that decision, but denies that plaintiffs' selective quotation and characterization of the cited decision is necessarily complete or accurate. To the extent not specifically admitted, Syngenta denies the remaining allegations in paragraph 175 of the Complaint.

176. Syngenta admits that the U.S. District Court for the Northern District of Iowa issued an opinion in *Syngenta Seeds, Inc. v. Bunge N. Am., Inc.*, 820 F. Supp. 2d 953 (N.D. Iowa 2011), and that the quoted text appears in that decision, but denies that plaintiffs' selective quotation and characterization of the cited decision is necessarily complete or accurate. To the extent not specifically admitted, Syngenta denies the remaining allegations in paragraph 176 of the Complaint.

177. Syngenta admits that the U.S. District Court for the Northern District of Iowa issued an opinion in *Syngenta Seeds, Inc. v. Bunge N. Am., Inc.*, 820 F. Supp. 2d 953 (N.D. Iowa 2011), and that the quoted text appears in that decision, but denies that plaintiffs' selective quotation and characterization of the cited decision is necessarily complete or accurate. To the extent not specifically admitted, Syngenta denies the remaining allegations in paragraph 177 of the Complaint.

178. Syngenta admits that the U.S. District Court for the Northern District of Iowa issued an opinion in *Syngenta Seeds, Inc. v. Bunge N. Am., Inc.*, 820 F. Supp. 2d 953 (N.D. Iowa 2011), but denies that plaintiffs' selective characterization of the cited decision is necessarily complete or accurate. To the extent not specifically admitted, Syngenta denies the remaining allegations in paragraph 178 of the Complaint.

179. Syngenta admits that Viptera sales increased from 2011 to 2012. To the extent not specifically admitted, Syngenta denies the remaining allegations in paragraph 179 of the Complaint.

180. Syngenta admits that Viptera sales increased from 2011 to 2012. Syngenta also admits that China was not a significant importer of corn before Viptera was commercialized, and that China became a net importer of corn over the course of 2011. To the extent not specifically admitted, Syngenta denies the remaining allegations in paragraph 180 of the Complaint or lacks sufficient knowledge or information to form a belief as to the truth of those allegations, and therefore denies them.

181. Syngenta admits it sold Viptera in late 2011 for the 2012 growing season.

182. Paragraph 182 contains argument, not factual allegations to which a response is required. To the extent a response is deemed required, Syngenta denies the allegations in paragraph 182 of the Complaint.

183. Syngenta admits that paragraph 183 of the Complaint contains quoted language from an email authored by Jack Bernens dated June 29, 2011, but denies that plaintiffs' selective quotation and characterization of that email is necessarily complete or accurate. To the extent not specifically admitted, Syngenta denies the remaining allegations in paragraph 183 of the Complaint.

184. Syngenta admits that paragraph 184 of the Complaint contains quotes from an email exchange among Syngenta employees dated July 1 to July 5, 2011, but denies that plaintiffs' selective quotation and characterization of that email chain is necessarily complete or accurate. To the extent not specifically admitted, Syngenta denies the remaining allegations in paragraph 184 of the Complaint.

185. Syngenta admits that paragraph 185 of the Complaint contains quoted language from an email authored by Jack Bernens and dated July 2, 2011, but denies that plaintiffs' selective quotation and characterization of that email is necessarily complete or accurate. To the

extent not specifically admitted, Syngenta denies the remaining allegations in paragraph 185 of the Complaint.

186. Syngenta admits that paragraph 186 of the Complaint contains quoted language from an email authored by Sean Wang dated July 5, 2011, but denies that plaintiffs' selective quotation and characterization of that email is necessarily complete or accurate. To the extent not specifically admitted, Syngenta denies the remaining allegations in paragraph 186 of the Complaint.

187. Syngenta denies the allegations in paragraph 187 of the Complaint.

188. Syngenta admits that paragraph 188 of the Complaint contains quoted language from an email authored by Sarah Hull dated July 5, 2011, but denies that plaintiffs' selective quotation and characterization of that email is necessarily complete or accurate. To the extent not specifically admitted, Syngenta denies the remaining allegation in paragraph 188 of the Complaint.

189. Syngenta admits paragraph 189 of the Complaint contains quoted language from a memorandum authored by U.S. Grains Council President Thomas Dorr dated August 2, 2011, but denies that plaintiffs' selective quotation and characterization of the memorandum is necessarily complete or accurate. To the extent not specifically admitted, Syngenta denies the remaining allegations of paragraph 189 of the Complaint.

190. Paragraph 190 contains argument, not factual allegations to which a response is required. To the extent a response is deemed required, Syngenta denies the allegations in paragraph 190 of the Complaint.

191. Syngenta admits that the block quote in paragraph 191 of the Complaint appears in an email authored by Sarah Hull dated July 7, 2011, but denies that plaintiffs' selective quotation and characterization of that email is necessarily complete or accurate. Paragraph 191

of the Complaint does not indicate the source for the remaining quoted language in that paragraph, and thus Syngenta lacks sufficient knowledge or information to form a belief as to the allegations in paragraph 191 of the Complaint, and therefore denies them. To the extent not specifically admitted, Syngenta denies the remaining allegations in paragraph 191 of the Complaint.

192. Syngenta admits paragraph 192 of the Complaint contains quoted language from an email exchanged between Jill Wenzel and John Fischer dated October 12, 2011, but denies that plaintiffs' selective quotation and characterization of that email exchange is necessarily complete or accurate. To the extent not specifically admitted, Syngenta denies the remaining allegations in paragraph 192 of the Complaint.

193. Syngenta admits that paragraph 193 of the Complaint contains quoted language from a document titled "The Role of Grain Marketing for Future Trait Technologies," but denies that plaintiffs' selective quotation and characterization of that document is necessarily complete or accurate. To the extent not specifically admitted, Syngenta denies the remaining allegations in paragraph 193 of the Complaint.

194. Syngenta admits that paragraph 194 of the Complaint cites a document titled "The Role of Grain Marketing for Future Trait Technologies," stating that "Participates [sic] voiced that producers feel that they were not informed properly about possible issues with Agrisure Viptera when they ordered seed," but denies that plaintiffs' characterization of that document is necessarily complete or accurate. To the extent not specifically admitted, Syngenta denies the remaining allegations in paragraph 194 of the Complaint.

195. Syngenta admits that paragraph 195 of the Complaint contains quoted language from a document titled "The Role of Grain Marketing for Future Trait Technologies," but denies that plaintiffs' selective quotation and characterization of that document is necessarily complete

or accurate. To the extent not specifically admitted, Syngenta denies the remaining allegations in paragraph 195 of the Complaint.

196. Syngenta admits that paragraph 196 of the Complaint contains quoted language from a document titled "The Role of Grain Marketing for Future Trait Technologies," but denies that plaintiffs' selective quotation and characterization of that document is necessarily complete or accurate. To the extent not specifically admitted, Syngenta denies the remaining allegations in paragraph 196 of the Complaint.

197. Syngenta denies that the quoted language in paragraph 197 of the Complaint appears in the document from which it purports to quote. Syngenta admits that paragraph 197 of the Complaint contains some of the language contained in a letter from Chuck Lee dated August 17, 2011, but denies that plaintiffs' erroneous selective quotation and characterization of that letter is necessarily complete or accurate. Syngenta specifically denies representing that Chinese approval of Viptera would occur "in late March 2010." To the extent not specifically admitted, Syngenta denies the remaining allegations in paragraph 197 of the Complaint.

198. Syngenta denies that the quoted language in paragraph 198 of the Complaint appears in the document from which it purports to quote. Syngenta admits that paragraph 198 of the Complaint contains some of the language in an email authored by Don Kestel dated November 30, 2011, but denies that plaintiffs' erroneous selective quotation and characterization of that email is necessarily complete or accurate. To the extent not specifically admitted, Syngenta denies the remaining allegations in paragraph 198 of the Complaint.

199. Syngenta denies the allegations in paragraph 199 of the Complaint.

200. Syngenta admits that paragraph 200 of the Complaint contains quoted language from an email authored by Ponsi Trivisvavet dated July 8, 2011, but denies that plaintiffs' selective quotation and characterization of that email is necessarily complete or accurate. To the

extent not specifically admitted, Syngenta denies the remaining allegations in paragraph 200 of the Complaint.

201. Syngenta denies that it submitted "unclear" PCR detection methods on January 10, 2011, or that it was forced to resubmit detection methods on May 16, 2011. Syngenta admits it submitted PCR detection methods in March 2011 and denies that its detection method submission caused a delay in testing. Syngenta admits it sent a letter regarding an inadvertent mislabeling of samples on June 22, 2011, but denies that this correction caused a delay in testing. Syngenta specifically denies plaintiffs' characterization of Syngenta's application in China as delayed, insufficient, or incorrect. To the extent not specifically admitted, Syngenta denies the remaining allegations in paragraph 201 of the Complaint.

202. Syngenta admits that paragraph 202 of the Complaint contains quoted language from an email authored by Lisa Zannoni dated July 6, 2011, but denies that plaintiffs' selective quotation and characterization of that email is necessarily complete or accurate. To the extent not specifically admitted, Syngenta denies the remaining allegations in paragraph 202 of the Complaint.

203. Syngenta denies the allegations in paragraph 203 of the Complaint.

204. Syngenta admits that it took the Chinese government longer to approve Viptera for import than Syngenta initially projected. To the extent not specifically admitted, Syngenta denies the remaining allegations in paragraph 204 of the Complaint.

205. Syngenta admits that paragraph 205 of the Complaint contains quoted language from an email authored by Brian Walsh dated July 1, 2011, but denies that plaintiffs' selective quotation and characterization of that email is necessarily complete or accurate. To the extent not specifically admitted, Syngenta denies the remaining allegations in paragraph 205 of the Complaint.

206. Syngenta admits that paragraph 206 of the Complaint contains quoted language from an email authored by Quinn Showalter dated July 5, 2011, but denies that plaintiffs' selective quotation and characterization of that email is necessarily complete or accurate. To the extent not specifically admitted, Syngenta denies the remaining allegations in paragraph 206 of the Complaint.

207. Syngenta admits that it submitted a MIR162 dossier with local study reports to the Chinese government in November 2011. To the extent not specifically admitted, Syngenta denies the remaining allegations in paragraph 207 of the Complaint.

208. Syngenta admits that the Chinese Ministry of Agriculture issued its first official feedback with questions concerning Syngenta's import application for Viptera in June 2012 and that Syngenta submitted a dossier with responses to the Ministry of Agriculture's questions in July 2012. To the extent not specifically admitted, Syngenta denies the remaining allegations in paragraph 208 of the Complaint.

209. Syngenta admits that it sought MIR162 cultivation approval in China in addition to import approval.

210. Syngenta admits that the approval process for agricultural biotechnology cultivation and import has recently become increasingly slow and unpredictable in China. To the extent not specifically admitted, Syngenta denies the allegations in paragraph 210 of the Complaint or lacks sufficient knowledge or information to form a belief as to the truth of those allegations, and therefore denies them.

211. Syngenta admits that a document titled "APAC Regulatory Strategy for Cultivation Approval of Btll, GA21, MIR162" states that it was possible, as of January 19, 2009, that cultivation approval (not import approval) of Viptera in China could take "as many as seven years," but denies that plaintiffs' selective characterization of that document is necessarily

complete or accurate. To the extent not specifically admitted, Syngenta denies the remaining allegations in paragraph 211 of the Complaint.

212. Syngenta denies the allegations in paragraph 212 of the Complaint.

213. Syngenta denies the allegations in paragraph 213 of the Complaint.

214. Syngenta admits that paragraph 214 of the Complaint contains quoted language from an email authored by Jill Wenzel dated November 11, 2011, but denies that plaintiffs' selective quotation and characterization of that email is necessarily complete or accurate. To the extent not specifically admitted, Syngenta denies the remaining allegations in paragraph 214 of the Complaint.

215. Syngenta admits that paragraph 215 of the Complaint contains quoted language from an email authored by Sarah Hull dated July 8, 2011, but denies that plaintiffs' selective quotation and characterization of that content is necessarily complete or accurate. To the extent not specifically admitted, Syngenta denies the remaining allegations in paragraph 215 of the Complaint.

216. Syngenta admits that paragraph 216 of the Complaint contains quoted language from an email authored by Sarah Hull dated July 8, 2011, but denies that plaintiffs' selective quotation and characterization of that email is necessarily complete or accurate. To the extent not specifically admitted, Syngenta denies the remaining allegations in paragraph 216 of the Complaint.

217. Syngenta admits that paragraph 217 of the Complaint contains quoted language from an email authored by Sarah Hull dated July 8, 2011, but denies that plaintiffs' selective quotation and characterization of that email is necessarily complete or accurate. To the extent not specifically admitted, Syngenta denies the remaining allegations in paragraph 217 of the Complaint.

218. Syngenta denies the allegations in paragraph 218 of the Complaint.

219. Syngenta denies that the quoted language in paragraph 219 of the Complaint appears in the document from which it purports to quote. Syngenta admits that paragraph 219 of the Complaint contains some of the language in an email authored by Mark Sather dated January 2, 2012, but denies that plaintiffs' erroneous selective quotation and characterization of that email is necessarily complete or accurate. To the extent not specifically admitted, Syngenta denies the remaining allegations in paragraph 219 of the Complaint.

220. Syngenta admits that paragraph 220 of the Complaint contains quoted language from an email authored by Jill Thomas dated April 9, 2012, but denies that plaintiffs' selective quotation and characterization of that email is necessarily complete or accurate. To the extent not specifically admitted, Syngenta denies the remaining allegations in paragraph 220 of the Complaint.

221. Syngenta admits that paragraph 221 of the Complaint contains quoted language from and email authored by Sarah Hull on April 10, 2012, but denies that plaintiffs' selective quotation and characterization of that content is necessarily complete or accurate. To the extent not specifically admitted, Syngenta denies the remaining allegations in paragraph 221 of the Complaint.

222. Syngenta admits that paragraph 222 of the Complaint contains quoted language attributed to Michael Mack in the transcript of Syngenta's April 18, 2012 earnings call, but denies that plaintiffs' selective quotation and characterization of that transcript is necessarily complete or accurate. Syngenta also admits that Viptera was sold in the United States to U.S. farmers before April 18, 2012. To the extent not specifically admitted, Syngenta denies the remaining allegations in paragraph 222 of the Complaint.

223. Syngenta denies the allegations in paragraph 223 of the Complaint.

224. Syngenta admits that it received feedback and a request for additional information from the Chinese Ministry of Agriculture in June 2012. To the extent not specifically admitted, Syngenta denies the remaining allegations in paragraph 224 of the Complaint.

225. Syngenta denies the allegations in paragraph 225 of the Complaint.

226. Syngenta admits that China purports to require Bio-Safety Certificates. Syngenta further admits that it made Bio-Safety Certificate request forms available to exporters. To the extent not specifically admitted, Syngenta denies the remaining allegations of paragraph 226 of the Complaint.

227. Syngenta admits that it employs a number of individuals in its stewardship department, and that certain of those individuals communicate and work with industry stakeholders to promote responsible stewardship. To the extent not specifically admitted, Syngenta denies the remaining allegations in paragraph 227 of the Complaint.

228. Syngenta admits that in response to an inquiry from Trans Coastal senior trader Sol Kim regarding Bio-Safety Certificate request forms, Kelly Kuball directed Kim to "visit www.myagrisure.com > Stewardship > Grain Marketing" in order to view the requested forms, but states that during the relevant time period, a person or entity who actually submitted the request form seeking Chinese approval documentation as to MIR162 generally would have been informed that China had not yet approved that trait.

229. Syngenta admits its stewardship department often refers inquiring parties to the Syngenta stewardship website. To the extent not specifically admitted, Syngenta denies the remaining allegations in paragraph 229 of the Complaint.

230. Syngenta admits that employees in Syngenta's stewardship department twice responded via email to inquiries from Trans Coastal in November 2012 and June 2013, attaching copies of Syngenta's Bio-Safety Certificate request forms, but states that during the relevant time

period, a person or entity who actually submitted the request form seeking Chinese approval documentation as to MIR162 generally would have been informed that China had not yet approved that trait. To the extent not specifically admitted, Syngenta denies the remaining allegations in paragraph 230 of the Complaint.

231. Syngenta admits that employees in Syngenta's stewardship department twice responded via email to inquiries from Trans Coastal in November 2012 and June 2013, attaching copies of Syngenta's Bio-Safety Certificate request forms, but states that during the relevant time period, a person or entity who actually submitted the request form seeking Chinese approval documentation as to MIR162 generally would have been informed that China had not yet approved that trait. To the extent not specifically admitted, Syngenta denies the remaining allegations in paragraph 231 of the Complaint.

232. Syngenta admits that in response to an email inquiry from Trans Coastal, an employee in Syngenta's stewardship department replied via email on June 26, 2013, and attached a copy of Syngenta's Bio-Safety Certificate request form. To the extent not specifically admitted, Syngenta denies the remaining allegations in paragraph 232 of the Complaint.

233. Syngenta admits that paragraph 233 of the Complaint contains quoted language from the Bio-Safety Certificate request form, but denies that plaintiffs' selective quotation and characterization of that form is necessarily complete or accurate. Syngenta further admits that certain versions of the Bio-Safety Certificate request form included MIR162 among the multiple traits listed, but states that during the relevant time period, a person or entity who actually submitted the request form seeking Chinese approval documentation as to MIR162 generally would have been informed that China had not yet approved that trait. To the extent not specifically admitted, Syngenta denies the remaining allegations in paragraph 233 of the Complaint.

234. Syngenta admits that paragraph 234 of the Complaint contains quoted language from the Bio-Safety Certificate request form, but denies that plaintiffs' selective quotation and characterization of that form is necessarily complete or accurate. To the extent not specifically admitted, Syngenta denies the remaining allegations in paragraph 234 of the Complaint.

235. Syngenta denies the allegations in paragraph 235 of the Complaint.

236. Syngenta denies the allegations in paragraph 236 of the Complaint.

237. Syngenta admits that paragraph 237 of the Complaint contains quoted language from the "Plant with Confidence Fact Sheet," but denies that plaintiffs' selective quotation and characterization of that document is necessarily complete or accurate. To the extent not specifically admitted, Syngenta denies the allegations in paragraph 237 of the Complaint.

238. Syngenta admits that paragraph 238 of the Complaint contains quoted language from an NGFA report dated May 1, 2014, but denies that plaintiffs' selective quotation and characterization of that report is necessarily complete or accurate. To the extent not specifically admitted, Syngenta denies the remaining allegations in paragraph 238 of the Complaint.

239. Syngenta admits that paragraph 239 of the Complaint reflects a statistic referenced in the NGFA report dated May 1, 2014, cited in paragraph 238 of the Complaint. To the extent not specifically admitted, Syngenta denies the remaining allegations in paragraph 239 of the Complaint.

240. Syngenta admits that paragraph 240 of the Complaint reflects publicly available data on the United States' Department of Agriculture's website, as well as certain projections and opinions shared by some in the corn industry, but denies that plaintiffs' selective characterization of such data and projections is necessarily complete or accurate. Syngenta specifically denies that "China is by far the largest potential growth market for U.S. corn." To

the extent not specifically admitted, Syngenta denies the remaining allegations in paragraph 240 of the Complaint.

241. Syngenta denies that Chinese imports of U.S. corn grew from 2012 to 2013 and that China's corn market status in 2012 and 2013 was a continuation of that same status in 2011. To the extent not specifically admitted, Syngenta denies the remaining allegations in paragraph 241 of the Complaint.

242. Syngenta admits that China had not approved Viptera for import as of October 2013 and that additional local studies of Viptera were being conducted in the summer of 2013 at the request of the Ministry of Agriculture. To the extent not specifically admitted, Syngenta denies the remaining allegations in paragraph 242 of the Complaint.

243. Syngenta denies that all corn industry groups objected to Syngenta's commercialization of Viptera, but admits that certain industry groups voiced concerns at various times after the product was commercialized. To the extent not specifically admitted, Syngenta denies the remaining allegations in paragraph 243 of the Complaint.

244. Syngenta admits that paragraph 244 of the Complaint contains quoted language and references statistics from an iowacorn.com release dated February 2014, but denies that plaintiffs' selective quotation and characterization of that release is necessarily complete or accurate. To the extent not specifically admitted, Syngenta denies the remaining allegation in paragraph 244 of the Complaint.

245. Syngenta admits that it marketed Viptera during the 2012 and 2013 growing seasons and that its market share grew during that period. To the extent not specifically admitted, Syngenta denies the remaining allegations in paragraph 245 of the Complaint.

246. Syngenta admits that China had not approved Viptera by the end of 2013. Syngenta denies the remaining allegations in paragraph 246 of the Complaint.

247. Syngenta admits that China apparently began rejecting certain shipments containing U.S. corn in November 2013. To the extent not specifically admitted, Syngenta denies the remaining allegations in paragraph 247 of the Complaint.

248. Syngenta admits that the General Administration of Quality Supervision, Inspection and Quarantine of China issued a warning in December 2013 claiming that batches of corn and DDGS at Chinese ports would be subjected to testing, but denies that plaintiffs' selective characterization of that warning or its effect is necessarily complete or accurate. To the extent not specifically admitted, Syngenta denies the remaining allegations in paragraph 248 of the Complaint.

249. Syngenta admits that, unlike some markets that use a low level presence (LLP) testing threshold regarding GM traits, China does not have a LLP threshold—which if anything underscores why grain elevators and exporters, if anyone, should bear any duty to segregate and channel corn in the first instance based on the approval status of particular GM traits. To the extent not specifically admitted, Syngenta denies the remaining allegations of paragraph 249 of the Complaint.

250. Syngenta denies the allegations in paragraph 250 of the Complaint or lacks sufficient knowledge or information to form a belief as to the truth of those allegations, and therefore denies them.

251. Syngenta denies the allegations in paragraph 251 of the Complaint or lacks sufficient knowledge or information to form a belief as to the truth of those allegations, and therefore denies them.

252. Syngenta admits that, starting in July 2014, China claimed to require shipments of DDGS to be certified free of MIR162. To the extent not specifically admitted, Syngenta denies the remaining allegations in paragraph 252 of the Complaint.

253. Syngenta admits that China approved MIR162 for import in December of 2014 and that, by that time, Syngenta had launched Duracade on limited acres in the United States for the 2014 growing season in consultation with the National Corn Growers Association and in accordance with U.S. laws and regulations. To the extent not specifically admitted, Syngenta denies the remaining allegations in paragraph 253 of the Complaint.

254. Syngenta admits that China approved MIR162 for import in December of 2014 and that, by that time, Syngenta had launched Duracade on limited acres in the United States for the 2014 growing season in consultation with the National Corn Growers Association and in accordance with U.S. laws and regulations. To the extent not specifically admitted, Syngenta denies the remaining allegations in paragraph 254 of the Complaint.

255. Syngenta admits that it commercialized Viptera for the 2011 crop year. Syngenta further admits that it filed a Petition for Determination of Nonregulated Status for Rootworm-Resistant Event 5307 Corn with APHIS dated April 22, 2011, and that the U.S. Department of Agriculture deregulated Event 5307 in early 2013. To the extent not specifically admitted, Syngenta denies the remaining allegations in paragraph 255 of the Complaint.

256. Syngenta admits that at least 101 field trials of Event 5307 were planted under at least 22 notifications between 2005 and 2011—as fully allowed by applicable laws and regulations—but denies that these trials were conducted in 23 states. To the extent not specifically admitted, Syngenta denies the remaining allegations in paragraph 256 of the Complaint.

257. Syngenta admits that at least some of the field trials of Event 5307 included tests of corn stacked with multiple traits, including Event 5307 and MIR162. Syngenta further admits it conducted field tests for Event 5307, either singly or as part of multiple traits including MIR162, during the period after the Event 5307 Deregulation Petition was filed and the U.S.

Department of Agriculture's decision to deregulate Event 5307. To the extent not specifically admitted, Syngenta denies the remaining allegation in paragraph 257 of the Complaint.

258. Syngenta admits that paragraph 258 of the Complaint contains quotes from the Event 5307 Deregulation Petition but denies that plaintiffs' selective quotation and characterization of that petition is necessarily complete or accurate. Syngenta admits that the 5307 (Duracade) trait can be and is stacked with other traits. To the extent not specifically admitted, Syngenta denies the remaining allegations in paragraph 258 of the Complaint.

259. Syngenta admits that at some time after the deregulation of Event 5307 it announced that it would launch Agrisure Duracade on limited acres in the United States for the 2014 growing season in accordance with U.S. laws and regulations. Syngenta further admits that certain Duracade products contain both MIR162 and Event 5307. To the extent not specifically admitted, Syngenta denies the remaining allegations in paragraph 259 of the Complaint.

260. Syngenta admits that China began rejecting certain shipments containing U.S. corn in November 2013. To the extent not specifically admitted, Syngenta denies the remaining allegations in paragraph 260 of the Complaint.

261. Syngenta admits that paragraph 261 of the Complaint contains quoted language from an NGFA report dated April 16, 2014, but denies that plaintiffs' selective quotation of that report, or the report itself, is necessarily complete or accurate. To the extent not specifically admitted, Syngenta denies the remaining allegations in paragraph 261 of the Complaint.

262. Syngenta admits that it launched Duracade on limited acres in the United States in consultation with the National Corn Growers Association and in accordance with U.S. laws and regulations. To the extent not specifically admitted, Syngenta denies the remaining allegations in paragraph 262 of the Complaint.

263. Syngenta admits that paragraph 263 of the Complaint contains quoted language from an NGFA and NAEGA joint statement dated January 23, 2014, but denies that plaintiffs' selective quotation of that statement is necessarily complete or accurate. To the extent not specifically admitted, Syngenta denies the remaining allegations in paragraph 263 of the Complaint.

264. Syngenta admits that paragraph 264 of the Complaint contains a quote attributed to Paul Minehart in the cited Reuters article dated January 23, 2014, but denies that plaintiffs' selective quotation and characterization of that article is necessarily complete or accurate. To the extent not specifically admitted, Syngenta denies the remaining allegations in paragraph 264 of the Complaint.

265. Syngenta admits that it continues to market and sell Duracade and Viptera in accordance with U.S. laws and regulations. To the extent not specifically admitted, Syngenta denies the remaining allegations in paragraph 265 of the Complaint.

266. Syngenta admits that paragraph 266 of the Complaint references information contained in a posting on NGFA's website by Randy Gordon dated March 7, 2014, purporting to detail a meeting between Syngenta, Gavilon Grain LLC, NGFA, and NAEGA representatives, but Syngenta denies that plaintiffs' selective quotation and characterization of that posting as well as Gordon's account of the meeting itself are necessarily complete or accurate. To the extent not specifically admitted, Syngenta denies the remaining allegations in paragraph 266 of the Complaint.

267. Syngenta admits that paragraph 267 of the Complaint reflects information contained in an NGFA newsletter dated March 7, 2014, purporting to detail a meeting between Syngenta, Gavilon Grain LLC, NGFA, and NAEGA representatives, but Syngenta denies that plaintiffs' selective quotation and characterization of that newsletter as well as the newsletter's

account of the meeting itself are necessarily complete or accurate. To the extent not specifically admitted, Syngenta denies the remaining allegations in paragraph 267 of the Complaint.

268. Syngenta admits that the stewardship agreement available on Syngenta's website at the commercial launch of Duracade in the United States specifically references Duracade and requires each "[g]rower [t]o agree to: Channel grain produced from Seed Products [] to appropriate markets as necessary to prevent movement to markets where the grain has not yet received regulatory approval for import" and to "[a]bide by the terms of the Stewardship Guide." To the extent not specifically admitted, Syngenta denies the remaining allegations in paragraph 268 of the Complaint.

269. Syngenta admits that paragraph 269 of the Complaint reflects information contained in an NGFA newsletter dated March 7, 2014, purporting to detail a meeting between Syngenta, Gavilon Grain LLC, NGFA, and NAEGA representatives, but Syngenta denies that plaintiffs' selective quotation and characterization of that newsletter as well as the newsletter's account of the meeting itself are necessarily complete or accurate. Syngenta further admits that the stewardship agreement available on Syngenta's website at the commercial launch of Duracade in the United States specifically references Duracade and requires each "[g]rower [t]o agree to: Channel grain produced from Seed Products [] to appropriate markets as necessary to prevent movement to markets where the grain has not yet received regulatory approval for import" and to "[a]bide by the terms of the Stewardship Guide," and that paragraph 269 of the Complaint, and the newsletter more fully, contain instructions and recommendations on how to do so. To the extent not specifically admitted, Syngenta denies the remaining allegations in paragraph 269 of the Complaint.

270. Syngenta admits that paragraph 270 of the Complaint quoted language contained in an NGFA newsletter dated March 7, 2014, purporting to detail a meeting between Syngenta,

Gavilon Grain LLC, NGFA, and NAEGA representatives, but Syngenta denies that plaintiffs' selective quotation and characterization of that newsletter as well as the newsletter's account of the meeting itself are necessarily complete or accurate. Syngenta further admits that the stewardship agreement available on Syngenta's website at the commercial launch of Duracade in the United States specifically references Duracade and requires each "[g]rower [t]o agree to: Channel grain produced from Seed Products [] to appropriate markets as necessary to prevent movement to markets where the grain has not yet received regulatory approval for import" and to "[a]bide by the terms of the Stewardship Guide," and that paragraph 270 of the Complaint, and the newsletter more fully, contain instructions and recommendations on how to do so. To the extent not specifically admitted, Syngenta denies the remaining allegations in paragraph 270 of the Complaint.

271. Syngenta admits that its stewardship agreements require each "[g]rower [t]o agree to: Channel grain produced from Seed Products [] to appropriate markets as necessary to prevent movement to markets where the grain has not yet received regulatory approval for import" and to "[a]bide by the terms of the Stewardship Guide." To the extent not specifically admitted, Syngenta denies the remaining allegations in paragraph 271 of the Complaint.

272. Syngenta admits that paragraph 272 of the Complaint contains quoted language from an NGFA report dated April 16, 2014, but denies that plaintiffs' selective quotation and characterization of that report is necessarily complete or accurate or that the purported concerns set forth in the report are valid. To the extent not specifically admitted, Syngenta denies the remaining allegations in paragraph 272 of the Complaint.

273. Syngenta admits that Syngenta Canada Inc. announced in March 2014 that it would not proceed with commercial sale of Agrisure Duracade hybrids for Spring 2014 planting while import approval for Duracade was pending in China and Europe. Syngenta denies that the

approval status of MIR162 (Viptera) was the basis for the decision by Syngenta Canada Inc. not to proceed with commercial sale of Duracade hybrids for Spring 2014 planting, and further denies that the European Union had not approved Viptera for import as of March 2014. The European Union approved Viptera for import in October of 2012, well before March of 2014. To the extent not specifically admitted, Syngenta denies the remaining allegations in paragraph 273 of the Complaint.

274. Syngenta admits that paragraph 274 of the Complaint contains quotes attributed to Syngenta in a Reuters article dated March 10, 2014, but denies that plaintiffs' selective quotation and characterization of that article and referenced notice is necessarily complete or accurate. To the extent not specifically admitted, Syngenta denies the remaining allegations in paragraph 274 of the Complaint.

275. Syngenta denies the allegations in paragraph 275 of the Complaint.

276. Syngenta admits that it has the ability to decide which traits it will commercialize as well as the markets in which it will commercialize to the extent that such decisions comply with necessary laws and regulations. To the extent not specifically admitted, Syngenta denies the remaining allegations in paragraph 276 of the Complaint.

277. Syngenta admits that it continues to market and sell MIR162 corn in the United States in accordance with U.S. laws and regulations. To the extent not specifically admitted, Syngenta denies the remaining allegations in paragraph 277 of the Complaint.

278. Syngenta admits that it launched Duracade on limited acres in the United States for the 2014 growing season in consultation with the National Corn Growers Association and in accordance with U.S. laws and regulations. Syngenta admits that Event 5307 has not been approved for import by China, but denies that major purchasers of U.S. corn have not yet approved the trait. Event 5307 has been approved by Japan, Mexico, and Canada, among others.

Syngenta further denies that all Agrisure Duracade trait stacks also contain MIR162. To the extent not specifically admitted, Syngenta denies the remaining allegations in paragraph 278 of the Complaint.

279. Syngenta admits the allegations in paragraph 279 of the Complaint.

280. Syngenta admits that China approved MIR162 for import in December of 2014 and that, at that time, Syngenta had already launched Duracade on limited acres in the United States for the 2014 growing season in consultation with the National Corn Growers Association and in accordance with U.S. laws and regulations. To the extent not specifically admitted, Syngenta denies the remaining allegations in paragraph 280 of the Complaint.

281. Syngenta denies the allegations in paragraph 281 of the Complaint.

282. Syngenta denies the allegations in paragraph 282 of the Complaint.

283. Syngenta denies the allegations in paragraph 283 of the Complaint.

284. Syngenta denies the allegations in paragraph 284 of the Complaint.

285. Syngenta admits that it has the ability to decide which traits it will commercialize as well as the markets in which it will commercialize to the extent that such decisions comply with necessary laws and regulations. Syngenta further admits that its stewardship agreements require each "[g]rower [t]o agree to: Channel grain produced from Seed Products [] to appropriate markets as necessary to prevent movement to markets where the grain has not yet received regulatory approval for import" and to "[a]bide by the terms of the Stewardship Guide," and that Syngenta launched Duracade on limited acres in the United States for the 2014 growing season in consultation with the National Corn Growers Association and in accordance with U.S. laws and regulations. To the extent not specifically admitted, Syngenta denies the remaining allegations in paragraph 285 of the Complaint or lacks sufficient knowledge or information to form a belief as to the truth of those allegations, and therefore denies them.

286. Syngenta denies the allegations in paragraph 286 of the Complaint.

287. Syngenta denies the allegations in paragraph 287 of the Complaint.

288. Syngenta admits that certain subparts of paragraph 288 of the Complaint reflect publicly available data on the United States Department of Agriculture's website as well as other publicly available information, but denies that plaintiffs' selective characterization of such data and information is necessarily complete or accurate. To the extent not specifically admitted, Syngenta denies the remaining allegations in paragraph 288 of the Complaint.

289. Syngenta admits that paragraph 289 reflects publicly available information and data from the International Grains Council's website, but denies that plaintiffs' selective characterization of such data is necessarily complete or accurate. To the extent not admitted, Syngenta denies the allegations in paragraph 289 of the Complaint.

290. Syngenta admits that paragraph 290 reflects publicly available information and data from the International Grains Council's website, but denies that plaintiffs' selective characterization of such data is necessarily complete or accurate. To the extent not admitted, Syngenta denies the allegations in paragraph 290 of the Complaint.

291. Syngenta admits that paragraph 291 of the Complaint reflects publicly available information and data from the United States Department of Agriculture's website, but denies that plaintiffs' selective characterization of that information and data is necessarily complete or accurate. To the extent not specifically admitted, Syngenta denies the remaining allegations in paragraph 291 of the Complaint.

292. Syngenta admits that paragraph 292 of the Complaint reflects publicly available information and data from the United States Department of Agriculture's website, but denies that plaintiffs' selective characterization of that information and data is necessarily complete or

accurate. To the extent not specifically admitted, Syngenta denies the remaining allegations in paragraph 292 of the Complaint.

293. Syngenta admits that the United States is the world's leading exporter of corn. Syngenta further admits that paragraph 293 of the Complaint reflects publicly available information and data from the United States Department of Agriculture's website, but denies that plaintiffs' selective characterization of that information and data is necessarily complete or accurate. To the extent not specifically admitted, Syngenta denies the remaining allegations in paragraph 293 of the Complaint.

294. Syngenta admits that China has traditionally been a net exporter of corn and that China imported more corn than it exported in 2009/2010. To the extent not specifically admitted, Syngenta denies the remaining allegations in paragraph 294 of the Complaint.

295. Syngenta admits that paragraph 295 of the Complaint reflects publicly available information and data from the United States Department of Agriculture's website, but denies that plaintiffs' selective characterization of that information and data is necessarily complete or accurate. To the extent not specifically admitted, Syngenta denies the remaining allegations in paragraph 295 of the Complaint.

296. Syngenta denies that all of the countries listed in paragraph 296 of the Complaint are considered "major importers" of corn. Syngenta admits that the quoted statistics reflect data available on the International Grains Council's website, but denies that plaintiffs' selective characterization of that data is necessarily complete or accurate. To the extent not specifically admitted, Syngenta denies the remaining allegations in paragraph 296 of the Complaint.

297. Syngenta admits that paragraph 297 reflects publicly available information from the United States Department of Agriculture's website, but denies that plaintiffs' selective characterization of such data is necessarily complete or accurate. Indeed, the most recent U.S.

Department of Agriculture report cited by plaintiffs states that China's "large corn surplus cast doubt on the consensus view that China would import large volumes of corn." To the extent not specifically admitted, Syngenta denies the remaining allegations in paragraph 297 of the Complaint.

298. Syngenta admits that corn is the largest crop in the United States, and that U.S. corn growers produced about 13.9 billion bushels of corn in 2013/14, according to publicly available data from the United States Department of Agriculture's website. Syngenta further admits that remaining statistics in paragraph 298 reflect publicly available information from the United States Department of Agriculture's website, but denies that plaintiffs' selective characterization of such data is necessarily complete or accurate.

299. Syngenta admits that Iowa, Illinois, Nebraska, Minnesota, Indiana, South Dakota, Wisconsin, Kansas, Ohio and Missouri are the ten states that typically produce the most corn in the United States. Syngenta further admits that remaining statistics in paragraph 299 reflect publicly available information from the United States Department of Agriculture's website, but denies that plaintiffs' selective characterization of such data is necessarily complete or accurate.

300. Syngenta admits that the U.S. corn industry is comprised of thousands of farms producing many varieties of corn and that corn is often shipped to distribution centers. To the extent not specifically admitted, Syngenta denies the remaining allegations of paragraph 2 of the Complaint.

301. Syngenta admits that the allegations in paragraph 301 of the Complaint provide a general overview of grain elevators, but denies that plaintiffs' characterization and purported definition is necessarily complete or accurate.

302. Syngenta admits that the allegations in paragraph 302 of the Complaint provide a general overview of "country elevators," but denies that plaintiffs' characterization and purported definition is necessarily complete or accurate.

303. Syngenta admits that paragraph 303 of the Complaint reflects publicly available information from the United States Department of Agriculture's website, but denies that plaintiffs' selective characterization of such data is necessarily complete or accurate. To the extent not specifically admitted, Syngenta denies the remaining allegations in paragraph 303 of the Complaint.

304. Syngenta admits that corn futures and options are traded on the Chicago Board of Trade and that a number of different factors affect those prices and the individual prices that individual U.S. farmers receive for their corn in different markets at different times and depending on different circumstances. To the extent not specifically admitted, Syngenta denies the remaining allegations in paragraph 304 of the Complaint.

305. Syngenta lacks sufficient knowledge or information to form a belief as to the truth of the allegations in paragraph 305 of the Complaint, and therefore denies them.

306. Syngenta lacks sufficient knowledge or information to form a belief as to the truth of the allegations in paragraph 306 of the Complaint, and therefore denies them.

307. Syngenta admits the allegations in paragraph 307 of the Complaint.

308. Syngenta lacks sufficient knowledge or information to form a belief as to the truth of the allegations in paragraph 308 of the Complaint, and therefore denies them.

309. Syngenta admits that shipments of corn imported into China must be cleared for import. To the extent not specifically admitted, Syngenta lacks sufficient knowledge or information to form a belief as to the truth of the remaining allegations in paragraph 309 of the Complaint, and therefore denies them.

310. Syngenta admits that the allegations in paragraph 310 of the Complaint provide a general overview of the U.S. corn marketing system for corn to be exported to China, but denies that it accurately reflects the numerous different ways in which corn can be processed, sold, shipped and delivered from the U.S. to China depending on the individual circumstances of each of the many different transactions leading up a particular shipment. To the extent not specifically admitted, Syngenta denies the remaining allegations in paragraph 310 of the Complaint.

311. Syngenta lacks sufficient knowledge or information to form a belief as to the truth of the allegations in paragraph 311 of the Complaint, and therefore denies them.

312. Syngenta admits that paragraph 312 of the Complaint contains publicly available information and statistics generally found on the United States Department of Agriculture's and the World Trade Organization's websites, but denies that plaintiffs' selective characterization of that information and data is necessarily complete or accurate. To the extent not specifically admitted, Syngenta denies the remaining allegations in paragraph 312 of the Complaint.

313. Syngenta admits that paragraph 313 of the Complaint contains publicly available information and statistics from the United States Department of Agriculture's website, but denies that plaintiffs' selective characterization of that information and data is necessarily complete or accurate. To the extent not specifically admitted, Syngenta denies the remaining allegations in paragraph 313 of the Complaint.

314. Syngenta admits that paragraph 314 of the Complaint reflects publicly available data from the United States Department of Agriculture's website, but denies that plaintiffs' characterization of such data is necessarily complete or accurate. Syngenta also admits that China began rejecting certain shipments containing U.S. corn in November of 2013. Syngenta further admits that MIR162 has been approved for import into China, but Event 5307 is awaiting

approval for import into China. To the extent not specifically admitted, Syngenta denies the remaining allegations in paragraph 314 of the Complaint.

315. Syngenta admits that paragraph 315 of the Complaint reflects publicly available information and data from the United States Department of Agriculture's website, but denies that plaintiffs' selective characterization of that information and data is necessarily complete or accurate. To the extent not specifically admitted, Syngenta denies the remaining allegations in paragraph 315 of the Complaint.

316. Syngenta admits that paragraph 316 of the Complaint reflects publicly available data from the United States Department of Agriculture's website, but denies that plaintiffs' selective quotation and characterization of such data is necessarily complete or accurate. To the extent not specifically admitted, Syngenta denies the remaining allegations in paragraph 316 of the Complaint.

317. Syngenta admits that paragraph 317 of the Complaint contains quoted language taken from the cited U.S. Department of Agriculture report, but denies that plaintiffs' selective quotation and characterization of that report is necessarily complete or accurate. To the extent not specifically admitted, Syngenta denies the remaining allegations in paragraph 317 of the Complaint.

318. Syngenta denies the allegations in paragraph 318 of the Complaint.

319. Syngenta lacks sufficient knowledge or information to form a belief as to the truth of the allegations in paragraph 319 of the Complaint, and therefore denies them.

320. Syngenta admits that China is the world's largest importer of biotech soybeans. To the extent not specifically admitted, Syngenta denies the remaining allegations in paragraph 320 of the Complaint.

321. Syngenta admits that, according to publicly available information on the United States Department of Agriculture website, China has approved five-biotech crops for importation. Syngenta lacks sufficient knowledge or information to form a belief as to the truth of the remaining allegations in paragraph 321 of the Complaint, and therefore denies them.

322. Syngenta admits that China started rejecting United States corn imports in November 2013. Syngenta also admits that China rejected certain shipments of United States distiller's dried grains with solubles (DDGS) in 2014. Syngenta lacks sufficient knowledge or information to form a belief as to the truth of the remaining allegations in paragraph 322 of the Complaint, and therefore denies them.

323. Syngenta admits that paragraph 323 of the Complaint contains information and data contained in the cited Reuters article and NGFA report, but denies that those sources or plaintiffs' selective quotation and characterization of them are necessarily complete or accurate. To the extent not specifically admitted, Syngenta denies the remaining allegations in paragraph 323 of the Complaint.

324. Syngenta admits that in July 2014, China's General Administration of Quality Supervision, Inspection and Quarantine (AQSIQ) issued a notice purporting to announce that all shipments of U.S. distillers dried grains with solubles (DDGS) destined for China would require official certification that the shipments were free of MIR162. To the extent not specifically admitted, Syngenta denies the remaining allegations in paragraph 324 of the Complaint.

325. Syngenta admits that paragraph 325 of the Complaint reflects publicly available information and data from the United States Department of Agriculture's website, but denies that plaintiffs' selective characterization of that information and data is necessarily complete or accurate. To the extent not specifically admitted, Syngenta denies the remaining allegations in paragraph 325 of the Complaint.

326. Syngenta admits that paragraph 326 of the Complaint contains a link to a document titled "Estimated U.S. Dried Distillers Grains with Solubles (DDGS) Production & Use," and that that document contains statistics and estimates for U.S. DDGS production and exports, but denies that that document contains any reference to China. To the extent not specifically admitted, Syngenta denies the remaining allegations in paragraph 326 of the Complaint.

327. Syngenta lacks sufficient knowledge or information to form a belief as to the truth of the allegations in paragraph 327 of the Complaint, and therefore denies them.

328. Syngenta admits that paragraph 328 of the Complaint reflects publicly available information from the United States Department of Agriculture's website, but denies that plaintiffs' selective quotation and characterization of such information is necessarily complete or accurate. To the extent not specifically admitted, Syngenta denies the allegations in paragraph 328 of the Complaint.

329. Syngenta denies the allegations in paragraph 329 of the Complaint.

330. Syngenta lacks sufficient knowledge or information to form a belief as to the truth of the allegations in paragraph 330 of the Complaint, and therefore denies them.

331. Syngenta lacks sufficient knowledge or information to form a belief as to the truth of the allegations in paragraph 331 of the Complaint, and therefore denies them.

332. Syngenta admits that the block quote contained in paragraph 332 of the Complaint is included in an April 11, 2014 article titled "U.S. Corn Exports to China Dry Up Over GMO Concerns" available on The Wall Street Journal's website, but denies that plaintiffs' selective quotation and characterization of that article is necessarily complete or accurate. To the extent not specifically admitted, Syngenta denies the remaining allegations in paragraph 332 of the Complaint.

333. Syngenta lacks sufficient knowledge or information to form a belief as to the truth of the allegations in paragraph 333 of the Complaint, and therefore denies them.

334. Syngenta lacks sufficient knowledge or information to form a belief as to the truth of the allegations in paragraph 334 of the Complaint, and therefore denies them.

335. Syngenta lacks sufficient knowledge or information to form a belief as to the truth of the allegations in paragraph 335 of the Complaint, and therefore denies them.

336. Syngenta denies the allegations in paragraph 336 of the Complaint.

337. Syngenta denies the allegations in paragraph 337 of the Complaint.

338. Syngenta denies the allegations in paragraph 338 of the Complaint.

339. Syngenta denies the allegations in paragraph 339 of the Complaint.

340. Syngenta denies the allegations in paragraph 340 of the Complaint.

341. Syngenta denies the allegations in paragraph 341 of the Complaint.

342. Syngenta lacks sufficient knowledge or information to form a belief as to the truth of the allegations in paragraph 342 of the Complaint, and therefore denies them.

343. Syngenta lacks sufficient knowledge or information to form a belief as to the truth of the allegations in paragraph 343 of the Complaint, and therefore denies them.

344. Syngenta denies the allegations in paragraph 344 of the Complaint.

345. Syngenta denies the allegations in paragraph 345 of the Complaint.

346. Paragraph 346 of the Complaint calls for legal conclusions to which no response is necessary.

347. Syngenta lacks sufficient knowledge or information to form a belief as to the truth of the allegations in paragraph 347 of the Complaint, and therefore denies them.

348. Syngenta lacks sufficient knowledge or information to form a belief as to the truth of the allegations in paragraph 348 of the Complaint, and therefore denies them.

349. Syngenta denies the allegations in paragraph 349 of the Complaint.

350. Syngenta denies the allegations in paragraph 350 of the Complaint.

351. Paragraph 351 of the Complaint calls for legal conclusions to which no response is necessary.

352. Syngenta lacks sufficient knowledge or information to form a belief as to the truth of the allegations in paragraph 352 of the Complaint, and therefore denies them.

353. Syngenta lacks sufficient knowledge or information to form a belief as to the truth of the allegations in paragraph 353 of the Complaint, and therefore denies them.

354. Syngenta denies the allegations in paragraph 354 of the Complaint.

355. Paragraph 355 of the Complaint calls for legal conclusions to which no response is necessary.

356. Syngenta lacks sufficient knowledge or information to form a belief as to the truth of the allegations in paragraph 356 of the Complaint, and therefore denies them.

357. Syngenta lacks sufficient knowledge or information to form a belief as to the truth of the allegations in paragraph 357 of the Complaint, and therefore denies them.

358. Syngenta lacks sufficient knowledge or information to form a belief as to the truth of the allegations in paragraph 358 of the Complaint, and therefore denies them.

359. Syngenta lacks sufficient knowledge or information to form a belief as to the truth of the allegations in paragraph 359 of the Complaint, and therefore denies them.

360. Syngenta lacks sufficient knowledge or information to form a belief as to the truth of the allegations in paragraph 360 of the Complaint, and therefore denies them.

361. Syngenta lacks sufficient knowledge or information to form a belief as to the truth of the allegations in paragraph 361 of the Complaint, and therefore denies them.

362. Syngenta lacks sufficient knowledge or information to form a belief as to the truth of the allegations in paragraph 362 of the Complaint, and therefore denies them.

363. Syngenta lacks sufficient knowledge or information to form a belief as to the truth of the allegations in paragraph 363 of the Complaint, and therefore denies them.

364. Syngenta denies the allegations in paragraph 364 of the Complaint.

365. Syngenta denies the allegations in paragraph 365 of the Complaint.

366. Paragraph 366 of the Complaint calls for legal conclusions to which no response is necessary.

367. Paragraph 367 of the Complaint calls for legal conclusions to which no response is required. To the extent a response is required, Syngenta denies the allegations in paragraph 367 of the Complaint.

368. Paragraph 368 of the Complaint calls for legal conclusions to which no response is required. To the extent a response is required, Syngenta denies the allegations in paragraph 368 of the Complaint.

369. Paragraph 369 of the Complaint calls for legal conclusions to which no response is required. To the extent a response is required, Syngenta denies the allegations in paragraph 369 of the Complaint.

370. Paragraph 370 of the Complaint calls for legal conclusions to which no response is required. To the extent a response is required, Syngenta denies the allegations in paragraph 370 of the Complaint.

371. Paragraph 371 of the Complaint calls for legal conclusions to which no response is required. To the extent a response is required, Syngenta denies the allegations in paragraph 371 of the Complaint.

372. Paragraph 372 of the Complaint calls for legal conclusions to which no response is required. To the extent a response is required, Syngenta denies the allegations in paragraph 372 of the Complaint.

373. Paragraph 373 of the Complaint calls for legal conclusions to which no response is required. To the extent a response is required, Syngenta denies the allegations in paragraph 373 of the Complaint.

374. Paragraph 374 of the Complaint calls for legal conclusions to which no response is required. To the extent a response is required, Syngenta denies the allegations in paragraph 374 of the Complaint.

375. Paragraph 375 of the Complaint calls for legal conclusions to which no response is required. To the extent a response is required, Syngenta denies the allegations in paragraph 375 of the Complaint.

376. Paragraph 376 of the Complaint calls for legal conclusions to which no response is required. To the extent a response is required, Syngenta denies the allegations in paragraph 376 of the Complaint.

377. Paragraph 377 of the Complaint calls for legal conclusions to which no response is required. To the extent a response is required, Syngenta denies the allegations in paragraph 377 of the Complaint.

378. Paragraph 378 of the Complaint calls for legal conclusions to which no response is required. To the extent a response is required, Syngenta denies the allegations in paragraph 378 of the Complaint.

379. Syngenta incorporates its responses to paragraphs 1-378 of the Complaint above as if fully restated herein.

380. Paragraph 380 of the Complaint calls for legal conclusions to which no response is required.

381. Syngenta denies the allegations in paragraph 381 of the Complaint.

382. Syngenta denies the allegations in paragraph 382 of the Complaint and further notes that the allegations in multiple subparts of paragraph 382 of the Complaint were dismissed by the Court in its September 11, 2015 Order.

383. Syngenta denies the allegations in paragraph 383 of the Complaint.

384. The allegations in paragraph 384 of the Complaint were dismissed by the Court in its September 11, 2015 Order, and therefore no response is required. To the extent an answer is required, Syngenta denies the allegations in paragraph 384 of the Complaint.

385. Syngenta denies the allegations in paragraph 385 of the Complaint.

386. Syngenta denies the allegations in paragraph 386 of the Complaint.

387. Syngenta denies the allegations in paragraph 387 of the Complaint.

388. Syngenta admits it has incentive to sell Viptera. To the extent not specifically admitted, Syngenta denies the remaining allegations in paragraph 388 of the Complaint.

389. Syngenta denies the allegations in paragraph 389 of the Complaint.

390. Syngenta denies the allegations in paragraph 390 of the Complaint.

391. Syngenta denies the allegations in paragraph 391 of the Complaint.

392. Syngenta admits that its products are available throughout the United States. To the extent not specifically admitted, Syngenta denies the remaining allegations in paragraph 392 of the Complaint.

393. Syngenta denies the allegations in paragraph 393 of the Complaint.

394. Syngenta denies the allegations in paragraph 394 of the Complaint.

395. Syngenta denies the allegations in paragraph 395 of the Complaint.

396. Syngenta denies the allegations in paragraph 396 of the Complaint.

397. Paragraph 397 of the Complaint is encompassed in plaintiffs' Count II that was dismissed by the Court in its September 11, 2015 Order, and therefore no response is required.

398. Paragraph 398 of the Complaint is encompassed in plaintiffs' Count II that was dismissed by the Court in its September 11, 2015 Order, and therefore no response is required.

399. Paragraph 399 of the Complaint is encompassed in plaintiffs' Count II that was dismissed by the Court in its September 11, 2015 Order, and therefore no response is required.

400. Paragraph 400 of the Complaint is encompassed in plaintiffs' Count II that was dismissed by the Court in its September 11, 2015 Order, and therefore no response is required.

401. Paragraph 401 of the Complaint is encompassed in plaintiffs' Count II that was dismissed by the Court in its September 11, 2015 Order, and therefore no response is required.

402. Paragraph 402 of the Complaint is encompassed in plaintiffs' Count II that was dismissed by the Court in its September 11, 2015 Order, and therefore no response is required.

403. Paragraph 403 of the Complaint is encompassed in plaintiffs' Count II that was dismissed by the Court in its September 11, 2015 Order, and therefore no response is required.

404. Paragraph 404 of the Complaint is encompassed in plaintiffs' Count II that was dismissed by the Court in its September 11, 2015 Order, and therefore no response is required.

405. Paragraph 405 of the Complaint is encompassed in plaintiffs' Count II that was dismissed by the Court in its September 11, 2015 Order, and therefore no response is required.

406. Paragraph 406 of the Complaint is encompassed in plaintiffs' Count II that was dismissed by the Court in its September 11, 2015 Order, and therefore no response is required.

407. Paragraph 407 of the Complaint is encompassed in plaintiffs' Count II that was dismissed by the Court in its September 11, 2015 Order, and therefore no response is required.

408. Paragraph 408 of the Complaint is encompassed in plaintiffs' Count II that was dismissed by the Court in its September 11, 2015 Order, and therefore no response is required.

409. Paragraph 409 of the Complaint is encompassed in plaintiffs' Count II that was dismissed by the Court in its September 11, 2015 Order, and therefore no response is required.

410. Paragraph 410 of the Complaint is encompassed in plaintiffs' Count II that was dismissed by the Court in its September 11, 2015 Order, and therefore no response is required.

411. Paragraph 411 of the Complaint is encompassed in plaintiffs' Count II that was dismissed by the Court in its September 11, 2015 Order, and therefore no response is required.

412. Paragraph 412 of the Complaint is encompassed in plaintiffs' Count II that was dismissed by the Court in its September 11, 2015 Order, and therefore no response is required.

413. Paragraph 413 of the Complaint is encompassed in plaintiffs' Count II that was dismissed by the Court in its September 11, 2015 Order, and therefore no response is required.

414. Paragraph 414 of the Complaint is encompassed in plaintiffs' Count II that was dismissed by the Court in its September 11, 2015 Order, and therefore no response is required.

415. Paragraph 415 of the Complaint is encompassed in plaintiffs' Count II that was dismissed by the Court in its September 11, 2015 Order, and therefore no response is required.

416. Paragraph 416 of the Complaint is encompassed in plaintiffs' Count II that was dismissed by the Court in its September 11, 2015 Order, and therefore no response is required.

417. Paragraph 417 of the Complaint is encompassed in plaintiffs' Count II that was dismissed by the Court in its September 11, 2015 Order, and therefore no response is required.

418. Paragraph 418 of the Complaint is encompassed in plaintiffs' Count II that was dismissed by the Court in its September 11, 2015 Order, and therefore no response is required.

419. Syngenta incorporates its responses to paragraphs 1-378 of the Complaint above as if fully restated herein.

420. Syngenta denies the allegations in paragraph 420 of the Complaint.

421. Syngenta denies the allegations in paragraph 421 of the Complaint.

422. Syngenta denies the allegations in paragraph 422 of the Complaint.

423. Syngenta denies the allegations in paragraph 423 of the Complaint.

424. Syngenta denies the allegations in paragraph 424 of the Complaint.

425. Syngenta incorporates its responses to paragraphs 1-378 of the Complaint above as if fully restated herein.

426. Paragraph 426 of the Complaint calls for legal conclusions to which no response is required. To the extent a response is required, Syngenta lacks sufficient knowledge or information to form a belief as to the allegations in paragraph 426 of the Complaint, and therefore denies them.

427. Syngenta denies the allegations in paragraph 427 of the Complaint.

428. Syngenta denies the allegations in paragraph 428 of the Complaint.

429. Syngenta denies the allegations in paragraph 429 of the Complaint.

430. Syngenta denies the allegations in paragraph 430 of the Complaint.

431. Syngenta incorporates its responses to paragraphs 1-378 of the Complaint above as if fully restated herein.

432. Paragraph 432 of the Complaint calls for legal conclusions to which no response is required. To the extent a response is required, Syngenta lacks sufficient knowledge or information to form a belief as to the allegations in paragraph 432 of the Complaint, and therefore denies them.

433. Paragraph 433 of the Complaint calls for legal conclusions to which no response is required. To the extent a response is required, Syngenta lacks sufficient knowledge or

information to form a belief as to the allegations in paragraph 433 of the Complaint, and therefore denies them.

434. Syngenta denies the allegations in paragraph 434 of the Complaint.

435. Syngenta admits that Chuck Lee sent a letter to grain resellers in August of 2011 regarding the status of Chinese approval of Viptera. To the extent not specifically admitted, Syngenta denies the remaining allegations in paragraph 435 of the Complaint.

436. Syngenta admits that employees in Syngenta's stewardship department twice responded via email to inquiries from Trans Coastal in November 2012 and June 2013, attaching copies of Syngenta's Bio-Safety Certificate request forms, but states that during the relevant time period, a person or entity who actually submitted the request form seeking Chinese approval documentation as to MIR162 generally would have been informed that China had not yet approved that trait. To the extent not specifically admitted, Syngenta denies the remaining allegations in paragraph 436 of the Complaint.

437. Syngenta denies the allegations in paragraph 437 of the Complaint.

438. Syngenta admits that paragraph 438 of the Complaint contains a quote taken from Michael Mack's first quarter 2014 earnings call, but denies that plaintiffs' selective quotation and characterization of that testimony is necessarily complete or accurate. To the extent not specifically admitted, Syngenta denies the remaining allegations in paragraph 438 of the Complaint.

439. Syngenta denies the allegations in paragraph 439 of the Complaint.

440. Syngenta denies the allegations in paragraph 440 of the Complaint.

441. Syngenta denies the allegations in paragraph 441 of the Complaint.

442. Syngenta denies the allegations in paragraph 442 of the Complaint.

443. Syngenta denies the allegations in paragraph 443 of the Complaint.

444. Syngenta denies the allegations in paragraph 444 of the Complaint.

445. Syngenta denies the allegations in paragraph 445 of the Complaint.

446. Syngenta incorporates its responses to paragraphs 1-378 of the Complaint above as if fully restated herein.

447. Syngenta denies the allegations in paragraph 447 of the Complaint.

448. Syngenta admits that Abby Vulcan sent an email to Cathy Li and Sol Kim on June 26, 2013, attaching the Bio-Safety Certificate request form, and that Syngenta received a Bio-Safety Certificate request form from Trans Coastal dated August 13, 2014, but states that during the relevant time period, a person or entity who actually submitted the request form seeking Chinese approval documentation as to MIR162 generally would have been informed that China had not yet approved that trait. To the extent not specifically admitted, Syngenta denies the remaining allegations in paragraph 448 of the Complaint.

449. Syngenta admits that paragraph 449 of the Complaint contains quoted language from the Bio-Safety Certificate request form, but denies that plaintiffs' selective quotation and characterization of that form is necessarily complete or accurate. Syngenta further admits that certain versions of the Bio-Safety Certificate request form included MIR162 among the multiple traits listed, but states that during the relevant time period, a person or entity who actually submitted the request form seeking Chinese approval documentation as to MIR162 generally would have been informed that China had not yet approved that trait. To the extent not specifically admitted, Syngenta denies the remaining allegations in paragraph 449 of the Complaint.

450. Syngenta admits that paragraph 450 of the Complaint contains quoted language from the Bio-Safety Certificate request form, but denies that plaintiffs' selective quotation and

characterization of that form is necessarily complete or accurate. To the extent not specifically admitted, Syngenta denies the remaining allegations in paragraph 450 of the Complaint.

451. Syngenta denies the allegations in paragraph 451 of the Complaint.

452. Syngenta denies the allegations in paragraph 452 of the Complaint.

453. Syngenta denies the allegations in paragraph 453 of the Complaint.

454. Syngenta denies the allegations in paragraph 454 of the Complaint.

455. Paragraph 455 of the Complaint calls for legal conclusions to which no response is required. To the extent a response is required, Syngenta denies the allegations in paragraph 455 of the Complaint.

456. Paragraph 456 of the Complaint calls for legal conclusions to which no response is required. To the extent a response is required, Syngenta denies the allegations in paragraph 456 of the Complaint.

457. Paragraph 457 of the Complaint calls for legal conclusions to which no response is required. To the extent a response is required, Syngenta denies the allegations in paragraph 457 of the Complaint.

458. Syngenta denies the allegations in paragraph 458 of the Complaint.

459. Paragraph 459 of the Complaint is encompassed in plaintiffs' Count VII that was dismissed by the Court in its September 11, 2015 Order, and therefore no response is required.

460. Paragraph 460 of the Complaint is encompassed in plaintiffs' Count VII that was dismissed by the Court in its September 11, 2015 Order, and therefore no response is required.

461. Paragraph 461 of the Complaint is encompassed in plaintiffs' Count VII that was dismissed by the Court in its September 11, 2015 Order, and therefore no response is required.

462. Paragraph 462 of the Complaint is encompassed in plaintiffs' Count VII that was dismissed by the Court in its September 11, 2015 Order, and therefore no response is required.

463. Paragraph 463 of the Complaint is encompassed in plaintiffs' Count VII that was dismissed by the Court in its September 11, 2015 Order, and therefore no response is required.

464. Paragraph 464 of the Complaint is encompassed in plaintiffs' Count VII that was dismissed by the Court in its September 11, 2015 Order, and therefore no response is required.

465. Paragraph 465 of the Complaint is encompassed in plaintiffs' Count VII that was dismissed by the Court in its September 11, 2015 Order, and therefore no response is required.

466. Paragraph 466 of the Complaint is encompassed in plaintiffs' Count VII that was dismissed by the Court in its September 11, 2015 Order, and therefore no response is required.

467. Paragraph 467 of the Complaint is encompassed in plaintiffs' Count VII that was dismissed by the Court in its September 11, 2015 Order, and therefore no response is required.

468. Paragraph 468 of the Complaint is encompassed in plaintiffs' Count VII that was dismissed by the Court in its September 11, 2015 Order, and therefore no response is required.

WHEREFORE, Syngenta denies that plaintiffs are entitled to any relief whatsoever.

DEFENSES

Syngenta asserts the following defenses in response to plaintiffs' claims, undertaking the burden of proof only as to those defenses deemed affirmative defenses by law, regardless of how such defenses are denominated herein. Syngenta incorporates by reference the admissions, allegations, and denials contained in its Answer, and reserves the right to amend this Answer and to assert other defenses as this action proceeds.

FIRST DEFENSE

Plaintiffs' Complaint fails to state a claim upon which relief can be granted.

SECOND DEFENSE

Any and all actions taken by Syngenta with respect to any of the matters alleged in the Complaint were taken in good faith and in accordance with established practice.

THIRD DEFENSE

Plaintiffs' claims are barred because Syngenta's alleged conduct was reasonable and based on independent, legitimate business and economic justifications.

FOURTH DEFENSE

Plaintiffs' claims against Syngenta are barred because Syngenta has complied with all applicable government standards and regulations.

FIFTH DEFENSE

Plaintiffs have failed to join necessary and indispensable parties to this litigation.

SIXTH DEFENSE

Plaintiffs' claims are barred because plaintiffs' alleged injuries and damages were not legally or proximately caused by any acts or omissions by Syngenta and/or were caused, if at all, by the conduct of plaintiffs and/or third parties over which Syngenta had no authority or control. Syngenta cannot be held liable for loss or damage caused by such independent persons or entities, whether or not they are parties to this action.

SEVENTH DEFENSE

Plaintiffs' claims are barred by the doctrines of intervening or superseding cause.

EIGHTH DEFENSE

Plaintiffs' claims are barred, in whole or in part, because Syngenta exercised due care and took appropriate precautions against any reasonably foreseeable acts or omissions of third parties and any reasonably foreseeable consequences of such acts or omissions.

NINTH DEFENSE

Plaintiffs' claims are barred by the doctrines of assumption of the risk and contributory or comparative fault.

TENTH DEFENSE

Plaintiffs' claims are barred because Syngenta owed no legal duty to plaintiffs.

ELEVENTH DEFENSE

Plaintiffs' claims are preempted in whole or in part by federal or state law.

TWELFTH DEFENSE

Plaintiffs' claims are barred by the economic loss rule and its analogues under the laws of the applicable states (including the duty/risk analysis under Louisiana law).

THIRTEENTH DEFENSE

To the extent plaintiffs' alleged damages were caused by a misuse of any Syngenta product, there can be no liability against Syngenta.

FOURTEENTH DEFENSE

Plaintiffs' claims are barred, in whole or in part, because they have no standing or capacity to bring some or all of the claims raised in the Complaint.

FIFTEENTH DEFENSE

Plaintiffs' claims and damages are barred, in whole or in part, by the applicable statutes of limitations.

SIXTEENTH DEFENSE

Plaintiffs' claims are barred, in whole or in part, because they have not suffered, and will not suffer, any injury to a legally protected or cognizable interest by reason of Syngenta's conduct as alleged in the Complaint.

SEVENTEENTH DEFENSE

Plaintiffs' claims are barred by the doctrines of waiver, estoppel, laches, unclean hands, and/or *in pari delicto*.

EIGHTEENTH DEFENSE

Plaintiffs fail to allege facts or a cause of action against Syngenta sufficient to support a claim for compensatory damages, attorneys' fees and/or legal fees, or any other relief.

NINETEENTH DEFENSE

Plaintiffs are not entitled to damages because their damages, if any, are too legally uncertain, remote, indirect, and/or speculative.

TWENTIETH DEFENSE

Plaintiffs have failed to mitigate their damages, if any have occurred.

TWENTY-FIRST DEFENSE

Plaintiffs' claims may not be maintained as a class action because the named plaintiffs and the putative class and subclasses cannot satisfy the requirements of Federal Rule of Civil Procedure 23. Plaintiffs' putative class and subclasses are rife with individualized issues that cannot be adjudicated on a class-wide basis using common proof.

TWENTY-SECOND DEFENSE

Plaintiffs' claims are barred to the extent they seek to bring claims under the laws of states where no named plaintiff resides or suffered an injury.

TWENTY-THIRD DEFENSE

Syngenta incorporates by reference, as though fully set forth herein, any and all defenses which are or may become available to it pursuant to the provisions of the Restatement (Second) of Torts § 402, Restatement (Third) Products Liability, and all comments thereto.

TWENTY-FOURTH DEFENSE

Plaintiffs' claims are barred because plaintiffs' own actions, including those taken by putative class members and others in the supply chain, as described in the Complaint, caused or contributed to plaintiffs' alleged damages by failing to take reasonable steps to prevent cross

pollination or commingling of corn containing MIR162 or Event 5307 from corn without these traits.

TWENTY-FIFTH DEFENSE

Syngenta specifically reserves the right to plead that plaintiffs failed to follow sound agronomic practices, and accordingly, that their misuse precludes them from recovering damages in this action. The particulars of this defense, if applicable, will be developed during the discovery process and made known to plaintiffs.

TWENTY-SIXTH DEFENSE

To the extent plaintiffs' claims would result in Syngenta paying damages to more than one claimant for the same alleged loss, they are barred because such multiple liability would violate rights guaranteed to Syngenta by the United States Constitution, including, without limitation, rights guaranteed under the Due Process Clause of the Fourteenth Amendment, as well as the constitution of any State under which plaintiffs bring their claims.

TWENTY-SEVENTH DEFENSE

No act or omission of Syngenta was malicious, willful, wanton, or fraudulent, nor did Syngenta act with conscious or intentional disregard of or indifference to the rights and safety of plaintiffs or others or in an egregiously wrongful manner. The Complaint, therefore, fails to state a claim upon which relief can be granted for punitive damages and such claims should be dismissed.

TWENTY-EIGHTH DEFENSE

Plaintiffs' claims for punitive damages are in violation of, and barred and/or limited by, Syngenta's state and federal constitutional rights, including Syngenta's rights under the Due Process Clause of the Fifth and Fourteenth Amendments and the Excessive Fines Clause of the Eighth Amendment of the United States Constitution and similar provisions of the constitutions,

laws, public policies, and statutes of any State under which plaintiffs bring their claims, including, but not necessarily limited to, Ala. Code § 6-11-20 *et seq.*, Ark. Code. Ann. § 16-55-206 through 16-55-209, Cal. Civ. Proc. Code § 3294, Colo. Stat. § 13-21-102, Ind. Code Ann. 34-51-3-0.2 *et seq.*, Iowa Code § 668A.1, Ky. Rev. Stat. § 411.184 through 411.186, Minn. Stat. § 549.191, Miss. Code Ann. § 11-1-65, Mo. Rev. Stat. § 537.067, Neb. Const. Art. VII § 5, Chapter 1D of the North Carolina General Statutes, N.D.C.C. § 32-03.2-11, Ohio Rev. Code Ann. § 2315.21, 23 Okla. Stat. § 9.1, S.D.C.L. § 21-1-4, Tenn. Code Ann. § 29-39-104, Chapter 41 of the Texas Civil Practice and Remedies Code, and Wis. Stat. § 895.043.

TWENTY-NINTH DEFENSE

Plaintiffs' claims against Syngenta for damages are barred, in whole or in part, because plaintiffs would be unjustly enriched if allowed to recover any portion of the damages alleged in the Complaint.

THIRTIETH DEFENSE

Any damages recovered by plaintiffs from Syngenta must be limited by the applicable statutory ceilings on recoverable damages.

THIRTY-FIRST DEFENSE

To the extent plaintiffs attempt to seek equitable relief against Syngenta, plaintiffs are not entitled to such relief because they have an adequate remedy at law.

THIRTY-SECOND DEFENSE

To the extent that the applicable state statutes do not and cannot apply to conduct that occurred primarily outside the respective state, plaintiffs' statutory causes of action are barred.

THIRTY-THIRD DEFENSE

Syngenta denies that plaintiffs have a valid claim against Syngenta under the state statutes alleged in the Complaint. However, if such claims are found to exist, Syngenta pleads all available defenses under those statutes.

THIRTY-FOURTH DEFENSE

Syngenta hereby pleads any and all statutory defenses available to it under the applicable state statutes at issue.

THIRTY-FIFTH DEFENSE

To the extent plaintiffs have received payments from other sources in satisfaction of their alleged damages, including, but not limited to, state, federal, and/or private crop protection and/or insurance programs, any damages recovered by plaintiffs from Syngenta must be reduced to the extent required by relevant state law.

THIRTY-SIXTH DEFENSE

Syngenta reserves all rights of contribution against plaintiffs and any other persons or entities to the fullest extent permitted by Ark. Code. Ann. § 16-61-201 *et seq.*, Colo. Stat. § 13-50.5-101 *et seq.*, 740 ILCS 100/0.01 *et seq.*, Iowa Code § 668.1 *et seq.*, Minn. Stat. § 604.01 *et seq.*, Miss. Code Ann. § 85-5-7, RS Mo. § 537.060, Neb. Rev. Stat. 25-21, 185.10, Chapter 1B of the North Carolina General Statutes, N.D.C.C. § 32-03.1-01 *et seq.*, Ohio Rev. Code Ann. §§ 2315.32-2315.36 and 2307.22, *et seq.*, 12 Okla. Stat. § 832, S.D.C.L. § 15-8-1 *et seq.*, Tenn. Code Ann. § 29-11-101 *et seq.*, Tex. Civ. Prac. & Rem. Code Ann. § 33.011 *et seq.*, Wis. Stat. § 895.045, and any other applicable statute, common law right, or legal right. Syngenta expressly reserves the right, in the event that plaintiffs settle with other persons or entities, to seek a credit or set-off for any portion of the plaintiffs' alleged injuries that may be attributed to such other persons or entities.

THIRTY-SEVENTH DEFENSE

Plaintiffs' claims are barred to the extent they are foreclosed by trading rules or other binding requirements established by trade organizations, industry associations, or other similar organizations of which plaintiffs are members.

THIRTY-EIGHTH DEFENSE

Syngenta hereby pleads any and all defenses available to it under Ala. Code § 2-26-70 *et seq.*, Miss. Code Ann. § 69-3-1 *et seq.*, and any other applicable State seed act or statute.

THIRTY-NINTH DEFENSE

Syngenta hereby pleads any and all defenses available to it under Alabama law including, but not limited to, Ala. Code § 6-5-501 *et seq.*

FORTIETH DEFENSE

Syngenta hereby pleads all available defenses and principles as set forth in the Arkansas Product Liability Act, Ark. Code Ann. § 16-116-101 *et seq.*

FORTY-FIRST DEFENSE

Syngenta hereby pleads all available defenses and principles as set forth in the Arkansas Civil Justice Reform Act of 2003, Ark. Code Ann. § 16-55-201 *et seq.*

FORTY-SECOND DEFENSE

Syngenta hereby pleads all available defenses and principles as set forth in Ark. Code Ann. § 16-64-122.

FORTY-THIRD DEFENSE

Syngenta hereby pleads all defenses and principles set forth in the Uniform Contribution Among Joint Tortfeasors Act, Ark. Code Ann. § 16-61-201 *et seq.*

FORTY-FOURTH DEFENSE

Syngenta seeks the benefits of all product liability defenses which may be available to it pursuant to the laws of the State of Arkansas.

FORTY-FIFTH DEFENSE

Plaintiffs' claims are barred by the applicable provisions of the pertinent statutes of limitations, including but not limited to, Cal. Civ. Proc. Code § 339(1).

FORTY-SIXTH DEFENSE

Plaintiffs' claims are barred because Syngenta's acts or omissions are privileged pursuant to California law, including, but not limited to, under the doctrines of fair competition, ordinary business risk, and all defenses which are or may become available under the provisions of the Restatement (Second) of Torts §§ 768-773, and all comments thereto.

FORTY-SEVENTH DEFENSE

Plaintiffs' claims are barred because Syngenta's acts or omissions were justified, made in good faith, made for legitimate and lawful business reasons, made for reasons of business necessity, and/or are privileged pursuant to California law, including, but not limited to, Cal. Civ. Code § 47.

FORTY-EIGHTH DEFENSE

Plaintiffs are barred from recovering punitive and/or exemplary damages because plaintiffs fail to state facts sufficient to state a claim for punitive and/or exemplary damages under Cal. Civ. Proc. Code § 3294 and Syngenta committed no acts justifying an award of punitive and/or exemplary damages.

FORTY-NINTH DEFENSE

Plaintiffs' claims are barred because plaintiffs' acts and omissions, including this lawsuit, seek to unlawfully restrain trade in violation of California law and public policy, including California Business and Professions Code §§ 16600 and 17200, *et seq.*

FIFTIETH DEFENSE

Syngenta hereby pleads any and all defenses available to it under Colorado law including, but not limited to, Colo. Rev. Stat. Ann. § 13-21-401 *et seq.*

FIFTY-FIRST DEFENSE

Plaintiffs' alleged damages were caused by their own negligence and fault or the fault of third persons whose fault is attributable to plaintiffs, which bars or diminishes plaintiffs' right to recovery under Kan. Stat. Ann. § 60-258a.

FIFTY-SECOND DEFENSE

Syngenta incorporates by reference, as though fully set forth herein, any and all defenses which are or may become available to it under the Kansas Product Liability Act, Kan. Stat. Ann. § 60-3301 *et seq*.

FIFTY-THIRD DEFENSE

Syngenta incorporates by reference, as though fully set forth herein, any and all defenses which are or may become available to it under the Product Liability Act of Kentucky, Ky. Rev. Stat. Ann. §§ 411.300-411.350.

FIFTY-FOURTH DEFENSE

Syngenta hereby pleads any and all defenses available to it under Louisiana law including, but not limited to, the Louisiana Products Liability Act, La. Rev. Stat. Ann. 9:2800.51 *et seq*.

FIFTY-FIFTH DEFENSE

Syngenta hereby pleads any and all defenses available to it under Michigan law including, but not limited to, Mich. Comp. Laws Ann. § 600.2945 *et seq.*, specifically including Mich. Comp. Laws Ann. §§ 600.2956; 600.2957; 600.2959; and 600.6304.

FIFTY-SIXTH DEFENSE

Plaintiffs' negligence must be compared to the negligence, if any, of Syngenta, and Plaintiffs' recovery, if any, must be reduced under the doctrine of comparative fault in accordance with Minn. Stat. § 604.01.

FIFTY-SEVENTH DEFENSE

Plaintiffs' claim for punitive damages is barred by Minn. Stat. § 549.191.

FIFTY-EIGHTH DEFENSE

Fault must be apportioned in accordance with Miss. Code Ann. § 85-5-7.

FIFTY-NINTH DEFENSE

Plaintiffs' claims are barred by the doctrine of assumption of the risk and Miss. Code Ann. § 11-1-63(d).

SIXTIETH DEFENSE

Syngenta pleads all rights and defenses provided by Miss. Code Ann. §§ 11-7-15 and 11-1-63.

SIXTY-FIRST DEFENSE

Syngenta incorporates by reference, as though fully set forth herein, any and all defenses which are or may become available to it under the Missouri Products Liability Act, RS Mo. § 537.760 *et seq*.

SIXTY-SECOND DEFENSE

Syngenta may be entitled to a set-off and/or credit if plaintiffs have received payment from any source in accordance with RS Mo. § 537.060.

SIXTY-THIRD DEFENSE

Syngenta reserves all rights of contribution against plaintiffs and any other persons or entities to the fullest extent permitted by RS Mo. § 537.060.

SIXTY-FOURTH DEFENSE

In accordance with RS Mo. § 537.067, if Syngenta is found to be less than 51% at fault (as compared to all parties and all alleged tortfeasors), then Syngenta only should be responsible for the percentage of the judgment assigned by the jury to it and shall not be jointly and severally responsible.

SIXTY-FIFTH DEFENSE

Plaintiffs' claims are barred in whole or in part under the North Carolina Products Liability Act, N.C. Gen. Stat. Ann. § 99B-1 *et seq.*

SIXTY-SIXTH DEFENSE

No act or omission of Syngenta was malicious, willful, wanton, or fraudulent, nor did Syngenta act with conscious or intentional disregard of or indifference to the rights and safety of plaintiffs or others or in an egregiously wrongful manner. The Complaint, therefore, fails to state a claim upon which relief can be granted for punitive damages under § 1D of the North Carolina General Statutes.

SIXTY-SEVENTH DEFENSE

Syngenta hereby pleads any and all defenses available to it under North Carolina law including, but not limited to, The North Carolina Seed Law, N.C. Gen. Stat. Ann. § 106-277 *et seq*.

SIXTY-EIGHTH DEFENSE

Syngenta alleges and pleads all defenses available pursuant to the Ohio Product Liability Act, Ohio Revised Code §§ 2307.71-2307.80.

SIXTY-NINTH DEFENSE

Syngenta is entitled to contribution from other persons including non-parties, who may be liable in tort for the alleged injuries and damages for any amount that Syngenta may be obligated to pay in excess of its proportionate share of liability pursuant to Ohio Revised Code §§ 2315.32-2315.36 and 2307.22, *et seq.*

SEVENTIETH DEFENSE

Syngenta is entitled to a set-off or credit in the amount of any settlement or compromise reached by plaintiffs with any other person, party, or non-party for any of the alleged damages, including any insurance benefits paid or payable to, or on behalf of, plaintiffs, arising out of the events which are the subject of this lawsuit, pursuant to Ohio Revised Code §§ 2307.25, 2307.26, and 2307.28.

SEVENTY-FIRST DEFENSE

Plaintiffs' claims for damages are barred in whole or in part by the limitations imposed by law, including Ohio Revised Code §§ 2315.18, 2315.21 and 2323.43.

SEVENTY-SECOND DEFENSE

Syngenta hereby pleads any and all defenses available to it under Oklahoma law including, but not limited to, Okla. Stat. Ann. tit. 23, §§ 12-15.

SEVENTY-THIRD DEFENSE

Plaintiffs' claims are barred by the applicable statute of limitations, Tenn. Code Ann. § 28-3-105.

SEVENTY-FOURTH DEFENSE

Plaintiffs' claims for punitive damages are barred to the extent plaintiffs seek damages in excess of those permitted by Tenn. Code Ann. § 29-39-104.

SEVENTY-FIFTH DEFENSE

Syngenta incorporates by reference, as though fully set forth herein, any and all defenses which are or may become available to it under the Tennessee Products Liability Act, Tenn. Code Ann. § 29-28-101 *et seq.*

SEVENTY-SIXTH DEFENSE

Any injury of which plaintiffs complain was caused not by Syngenta, but by plaintiffs' own acts or omissions or contributory negligence, and plaintiffs are proportionately responsible pursuant to Texas Civil Practice and Remedies Code § 33.001 *et seq.*

SEVENTY-SEVENTH DEFENSE

Syngenta invokes the exemplary damages cap as provided for under Texas Civil Practice and Remedies Code § 41.008 *et seq.* Syngenta further invokes the due process and other protections afforded by the Texas Constitution against any award of excessive exemplary or punitive damages.

SEVENTY-EIGHTH DEFENSE

Syngenta pleads all of the protections and restrictions on the recovery of exemplary damages as provided in Chapter 41 of the Texas Civil Practice and Remedies Code, as well as any other applicable law. Such protections include a "clear and convincing" standard of proof, a unanimous jury finding, a limitation on the maximum amount of damages that can be recovered, and all applicable constitutional protections under the United States and Texas Constitutions.

SEVENTY-NINTH DEFENSE

Syngenta pleads all rights and defenses provided by Tex. Agric. Code Ann. § 251.001 *et seq.*

EIGHTIETH DEFENSE

Syngenta reserves the right to designate a responsible third party in accordance with Tex. Civ. Prac. & Rem. Code Ann. § 33.004.

EIGHTY-FIRST DEFENSE

Syngenta pleads all rights and defenses provided by Tex. Civ. Prac. & Rem. Code Ann. § 82.008.

EIGHTY-SECOND DEFENSE

Syngenta hereby pleads any and all defenses available to it under Wisconsin law including, but not limited to, Wisconsin's Product Liability statute, Wis. Stat. Ann. § 895.047.

EIGHTY-THIRD DEFENSE

Plaintiffs' claim for punitive damages is barred and/or limited by Wis. Stat. Ann. § 895.043.

RESERVATION OF RIGHTS AND DEFENSES

Syngenta has not knowingly or intentionally waived any applicable defenses and reserves the right to assert and rely on such other applicable defenses as may become available or apparent during discovery proceedings. Syngenta reserves the right to amend its Answer and/or Defenses accordingly, and/or withdraw defenses that it determines to be inapplicable during the course of subsequent discovery.

COUNTERCLAIMS

Pursuant to Federal Rule of Civil Procedure 13, Defendants/Counter-Claimants Syngenta AG, Syngenta Crop Protection AG, Syngenta Corporation, Syngenta Crop Protection, LLC, Syngenta Seeds, Inc., and Syngenta Biotechnology, Inc. (collectively, "Syngenta") assert the following counterclaims against Non-Producer Plaintiffs/Counter-Defendants Express Grain Terminal LLC and Rail Transfer Inc., in both of their respective cases.

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INTRODUCTION

1. This case arises from an unprecedented attempt by Producer and Non-Producer Plaintiffs ("Plaintiffs") to assert that it was somehow a tort for Syngenta to sell a genetically modified ("GM") corn seed called Viptera in the United States *even though* Syngenta had already received all required approvals from three U.S. federal regulatory agencies. Once the MIR162 trait in Viptera received those approvals, any corn grown from Viptera seed became, by law, fungible U.S. "yellow corn" (as defined by the U.S. Department of Agriculture). According to Plaintiffs, however, Syngenta had a duty to restrict the commercialization of Viptera in the U.S. because Viptera had not yet been approved *by China* for import into its borders. Plaintiffs assert that, given the way corn is handled in the American system for growing and distributing commodity corn by parties *other than Syngenta—e.g.*, producers, grain elevators, shippers, and exporters—it is inevitable that once seed with a particular GM trait is sold, that GM trait will become dispersed throughout the commodity corn supply. Under Plaintiffs' theory, the dispersion of the MIR162 trait contained in Viptera made it impossible for any U.S. corn to be exported to China after China began rejecting U.S. shipments in November 2013.

2. Syngenta rejects Plaintiffs' theories, including the theory that Syngenta or any manufacturer of advanced biotechnology has a duty to restrict the commercialization of a safe, effective U.S.-approved technology in the U.S. simply because that technology has not been approved in China. Syngenta believes that once a GM trait has been approved for sale by federal authorities in the U.S., it is entirely lawful to sell seed with that GM trait, and any producer, grain elevator, or exporter who wishes not to handle corn exhibiting that GM trait is responsible for devising its own system for segregating its corn accordingly. Syngenta especially rejects the theory that Syngenta has a duty to control the way *third parties*—like the non-producers

themselves—handle harvested grain grown from Viptera seed so as to keep it segregated from the rest of the corn supply.

3. Nevertheless, the Court has held, at least at the pleading stage, that Plaintiffs have stated a tort claim against Syngenta that can survive a motion to dismiss under the theory that, due to the "inter-connected" relationships in the corn industry, Syngenta had a duty to control "the manner, timing, and scope of its commercialization of . . . Viptera" so as to ensure that the presence of Viptera in the corn supply would not cause economic harm to others in the corn industry. Mem. & Order, Dkt. 1016 at 10, 17, *In re Syngenta AG MIR162 Corn Litig.*, No. 2:14-md-2591 (D. Kan. Sept. 11, 2015) ("MTD Order"). The Court's unprecedented ruling proceeds from the premise that the interconnected nature of the corn industry creates a duty for participants in the industry to operate their businesses for the "mutual economic benefit" of others, *id.* at 10, and a duty to restrict the spread of U.S.-approved GM traits solely because they have not been approved overseas. Syngenta respectfully disagrees with the Court's ruling on duty and will continue to challenge it as permitted under the applicable rules of procedure. The critical point here is that, *if* any such duty exists, the duty properly falls most squarely on the shoulders of the actors in the industry who actually accomplish the commingling that disperses a GM trait in the corn supply—namely, on the grain elevators, shippers, and exporters who commingle commodity corn together. It was their actions in indiscriminately commingling corn from all sources—not Syngenta's action in merely selling fully approved seeds—that proximately caused the dispersion of Viptera throughout the corn supply. Syngenta therefore brings these Counterclaims to ensure that, if there is any judgment imposing liability based on the presence of Viptera in the corn supply and the alleged consequent loss of the Chinese market, any liability is placed where it should be: on the grain elevators, transporters, and exporters who indiscriminately commingled corn and corn grain as they purchased, stored, transported, resold,

and exported corn, including by intentionally delivering commingled corn including a mixture of Viptera and non-Viptera corn (and corn by-products) into export channels.

4. If anyone among the players in the "inter-connected" corn industry has a duty to segregate U.S.-approved corn based on the presence of GM traits so as to channel corn to different export markets based on which GM traits have been approved in certain countries, it is the grain elevators, transporters, and exporters on whom the rest of the industry relies for responsibly gathering, storing, transporting, and exporting U.S. corn. Counter-Defendants, however, have made no attempt to segregate corn, including Viptera corn, based on the traits it contained and the countries where those traits had been approved. To the contrary, despite knowing that China had not yet approved Viptera for import and that the corn being delivered to them likely contained Viptera, the Counter-Defendants took no steps to prevent Viptera corn (and corn by-products) from mixing with non-Viptera corn (and corn by-products) and entering export channels.

5. In November 2013, China began rejecting shipments of U.S. corn for allegedly testing positive for Viptera. According to Plaintiffs' allegations, China eventually rejected all U.S. corn shipments.

6. Syngenta denies that it is liable to Plaintiffs. But if and to the extent that Syngenta is found to have any liability to Plaintiffs whatsoever, the negligent actions of third-party grain elevators (such as Counter-Defendant Express Grain), transporters (such as Counter-Defendant Rail Transfer), and exporters were the superseding and sole cause of any injuries sustained by Plaintiffs. At the very least, the Counter-Defendants' negligence was a proximate cause of any injuries sustained by Plaintiffs, making the Counter-Defendants jointly liable in contribution for their relative culpability.

THE PARTIES

Defendants/Counter-Claimants

7. Counter-Claimant Syngenta AG is a corporation organized under the laws of Switzerland with its principal place of business at Schwarzwaldallee 215, 4058 Basel-Stadt, Switzerland.

8. Counter-Claimant Syngenta Crop Protection AG is a corporation organized under the laws of Switzerland with its principal place of business at Schwarzwaldallee 215, 4058 Basel-Stadt, Switzerland.

9. Counter-Claimant Syngenta Corporation is a corporation organized under the laws of the State of Delaware with its principal place of business located at 3411 Silverside Road # 100, Wilmington, Delaware 19810-4812.

10. Counter-Claimant Syngenta Crop Protection, LLC is a limited liability company organized under the laws of the State of Delaware with its principal place of business at 410 South Swing Road, Greensboro, North Carolina 27409-2012.

11. Counter-Claimant Syngenta Biotechnology, Inc. was a corporation organized under the laws of the State of Delaware with its principal place of business located at P.O. Box 12257, 3054 East Cornwallis Road, Research Triangle Park, North Carolina 27709-2257.

12. Counter-Claimant Syngenta Seeds, Inc. is a corporation organized under the laws of the State of Delaware with its principal place of business at 11055 Wayzata Boulevard, Minnetonka, Minnesota 55305-1526.

Plaintiffs/Counter-Defendants

13. Counter-Defendant Express Grain Terminal LLC is a limited liability company organized under the laws of Mississippi with its principal place of business in Sidon, Mississippi.

14. Counter-Defendant Rail Transfer Inc. is a corporation organized under the laws of Minnesota with its principal place of business in St. Paul, Minnesota.

JURISDICTION AND VENUE

15. This Court has supplemental jurisdiction over the subject matter of these Counterclaims pursuant to 28 U.S.C. § 1367(a). These Counterclaims are so related to and intertwined with the claims at issue in the remainder of the case, over which the Court has original jurisdiction under 28 U.S.C. § 1331, that they form part of the same "case or controversy" under Article III of the United States Constitution.

16. Venue is proper in this Court for pretrial proceedings pursuant to 28 U.S.C. § 1407. In addition, the Counter-Defendants have waived any objections to personal jurisdiction or venue by choosing to affirmatively bring claims against Syngenta in each of the courts in which the Counter-Defendants' cases were originally filed. *See, e.g., Grupke v. Linda Lori Sportswear, Inc.*, 174 F.R.D. 15, 17 (E.D.N.Y. 1997) (holding that the plaintiff, "by virtue of bringing suit, waive[d] venue and personal jurisdiction objections to a defendant's counterclaims"). By asserting that venue is proper for the purposes of pretrial proceedings with respect to these Counterclaims, Syngenta does not waive its right to request that the cases filed against Syngenta be transferred back to the respective federal courts of origin for trial pursuant to 28 U.S.C. § 1407.

FACTUAL BACKGROUND

I. Syngenta Commercialized Viptera And Duracade Corn Seeds Consistent With All Requirements

A. Syngenta Developed Two Innovative GM Corn Seeds Called Viptera And Duracade

17. GM corn makes up approximately 92% of all corn planted in the United States.

18. Syngenta develops, manufactures, and sells GM seeds. Two of its recent advancements are corn seed traits called MIR162 and Event 5307.

19. Each trait protects corn crops from various insects and pests, thus increasing crop yields and reducing the need for pesticides.

20. Syngenta incorporated MIR162 into its Viptera corn seed, making corn resistant to above-ground pests like Lepidoptera (caterpillars).

21. Syngenta incorporated Event 5307 into its Duracade corn seed, which helps control pests like rootworm.

B. Viptera And Duracade Received All Required Approvals From Three Federal Agencies Before Being Sold In The United States

22. Before Syngenta began selling Viptera seed in the United States, Syngenta obtained the required approval of three federal agencies—the United States Department of Agriculture ("USDA"), Food and Drug Administration ("FDA"), and Environmental Protection Agency ("EPA").

23. The Environmental Protection Agency—which regulates the use, sale, and labeling of pesticides including those in GM traits—approved MIR162 in November 2008 and Event 5307 in July 2012.

24. In December 2008, the Food and Drug Administration ("FDA")—which oversees food and feed safety of GM plants—approved Syngenta's conclusion that food and feed derived from MIR162 are as safe and nutritious as food and feed derived from conventional corn. The FDA reached the same conclusion with respect to Event 5307 in January 2012.

25. In April 2010, the USDA concluded that MIR162 did not pose risks to humans, animals, or the environment, and approved MIR162 for deregulation without any restrictions on how it was to be sold, grown, or handled. In approving MIR162 for commercial sale, the USDA

considered and rejected alternatives to full deregulation, including partial deregulation that would have imposed geographic restrictions on where seeds containing MIR162 could be planted.

26. By April 20, 2010, Viptera had thus received all approvals that were required for it to be sold and used without restriction in the United States.

27. Similarly, when Syngenta later developed Event 5307 for its Duracade corn product, Syngenta obtained the required approval of the USDA, FDA, and EPA before selling Duracade seed in the United States. In approving Event 5307 for commercial sale, the USDA considered and rejected alternatives to full deregulation, including partial deregulation that would have imposed geographic restrictions on where seeds containing Event 5307 could be planted and isolation distance requirements for Duracade.

28. After Duracade received all required approvals by January 2013, Syngenta began selling Duracade seeds in the United States.

29. Once MIR162 and Event 5307 received unrestricted federal approval, corn grown from Viptera and Duracade seeds automatically became lawful parts of the U.S. corn supply under the USDA's broad definition of "yellow corn"—which, by regulation, includes any deregulated "[c]orn that is yellow-kerneled and contains not more than 5.0 percent of corn of other colors" (with "yellow kernels of corn with a slight tinge of red [being] considered yellow corn"). 7 C.F.R. § 810.402(c)(1).

C. Syngenta Commercialized Viptera Consistent With Voluntary Industry Guidelines

30. In addition to adhering to U.S. regulatory requirements, Syngenta's decision to commercialize Viptera was consistent with the voluntary industry guidelines in existence at the time.

31. For example, the Biotechnology Industry Organization ("BIO") Product Launch Stewardship Policy sets out non-binding recommendations for its members. The December 10, 2009 BIO Policy ("2009 BIO Policy"), which was the version in effect at the time of Viptera's commercialization, suggested that, before launching a new GM trait, member companies should assess which countries are "key" export markets, which requires, among other things, assessing the volume of trade for the crop at issue and whether the country has a regulatory process that is science-based and free of political influence. The 2009 BIO Policy suggested that companies consider obtaining import approval from only those "key export markets" with "functioning regulatory systems" (defined as those with "a track record of systematic authorizations with consistent and predictable timelines and processes").

32. The 2009 BIO Policy specifically listed only the United States, Canada, and Japan as "key markets." Syngenta applied for and obtained approval from the United States, Canada, and Japan before Viptera was launched.

33. Syngenta also obtained approval for Viptera from additional foreign countries, including Brazil, Korea, Taiwan, the Philippines, Mexico, and Colombia.

34. The BIO Policy has never listed China as a key market for which import approval should be obtained before commercialization. In the years leading up to 2010 when Viptera was commercialized, China was a net exporter of corn. And when Viptera was launched in 2010 for sale in the United States, only about one-third of 1% of annual U.S. corn production was exported to China.

35. Syngenta applied for import approval from China in March 2010. Chinese laws mandate that applications must be decided within 270 days. Nevertheless, China never made a decision of approval or disapproval on Syngenta's application until December 2014, when China ultimately approved Viptera for import.

36. Market participants acknowledged that Syngenta's commercialization of Viptera was consistent with the industry's expectations and recommendations. For example, the National Corn Growers Association ("NCGA")—which represents the interests of all U.S. corn growers including the Producer Plaintiffs in this case—sent a letter to its members in the fall of 2011 stating that Syngenta did not violate any commercial stewardship policy by selling Viptera in the U.S. before receiving Chinese approval. To the contrary, NCGA recognized that Syngenta's "[c]ommercialization of Viptera was done in accordance with the U.S. regulatory approval system and met the policy requirements of NCGA and Biotechnology Industry Organization."

37. Syngenta also communicated with major U.S. grain handlers and exporters about whether or not they intended to accept corn grown from Viptera seed at their facilities.

II. The Role Of Grain Handlers, Including The Counter-Defendants, And Exporters In The Corn Growing, Distribution, And Export Chain

38. Syngenta sells corn seed. It does not grow corn for commercial sale, distribute corn, segregate corn, or export corn. Those activities are all carried out by other players in the market. After receiving all required regulatory approvals, Syngenta began selling Viptera seed in 2010 to independent dealers and directly to growers in the United States for the 2011 growing season.

39. Viptera growers grow corn from Viptera corn seed and later harvest that corn. Some of that corn is sold into the distribution chain, including to elevators, transporters, and exporters, who take corn into their facilities where it is stored or otherwise further moved down the distribution chain, including for sale to export markets.

40. Each elevator, transporter, and exporter, including the Counter-Defendants, exercises discretion in determining whether and how to accept particular types of corn, including

corn grown from Viptera corn seed, into its facilities. Each elevator, transporter, and exporter, including the Counter-Defendants, also exercises discretion in determining how to dispose of the corn in its possession, including whether and how to sell the corn into export channels as opposed to selling it solely for domestic uses. For example, both Counter-Defendants decided not to segregate corn grown from Viptera corn seed from other corn.

41. Syngenta respectfully disagrees with the Court's September 11, 2015 ruling that Plaintiffs have stated tort claims against Syngenta based on the theory that a manufacturer has a duty to ensure that a safe, effective, U.S.-approved GM corn trait is not dispersed in the U.S. corn supply in a way that might cause economic harm to others in the allegedly "interconnected" corn industry. But if and to the extent that the nature of the allegedly "interconnected" corn industry creates a duty for market participants to operate their businesses in a manner that restricts the spread of U.S.-approved GM traits solely because they have not been approved overseas, that duty properly falls on the elevators, transporters, and exporters who actually commingle the corn. *If* anyone owes a duty to other market participants in the corn industry, then it is grain handlers—including the Counter-Defendants—and exporters who owe a duty of reasonable care with respect to the acceptance, handling, and disposition of grain that they know or should have known is likely to enter export channels and that they know or should have known is likely to contain a GM trait that has not been approved for export to certain countries.

42. Grain handlers, including the Counter-Defendants, and exporters are the parties that actually commingle corn grown from different sources, and are thus the parties best positioned to avoid the alleged economic harm to others in the corn industry from the presence of a GM trait in the U.S. corn supply. Grain handlers and exporters knew or should have known that commingling of commodity corn would result in the dispersion of a GM trait within the U.S. corn supply, and that shipping commingled commodity corn would risk sending corn grown

from Viptera to China even though Viptera had not yet been approved by China for import into its borders.

43. When a trait is approved in the United States but not for import into a particular foreign market, grain handlers and exporters have numerous ways to minimize the risk of rejection in that foreign market. For example, grain handlers who wish to deliver corn into export channels can (1) choose to buy and export corn from sources that are free of the genetic trait; (2) negotiate warranties from sellers of corn that the corn was free of the genetic trait; (3) test inbound corn deliveries for the presence of the genetic trait and refuse to accept corn containing the trait; (4) test inbound corn deliveries for the presence of the genetic trait and segregate corn so as to comply with the standards of the export markets to which their corn would be delivered; (5) test outbound corn deliveries, including shipments into export channels, for the presence of the genetic trait and channel corn containing the trait away from export channels to markets where the trait is unapproved (such as diverting corn containing the trait to elevators for domestic use or consumption); and/or (6) choose not to deliver corn into channels for export to foreign markets where the U.S.-approved trait is not approved.

44. The USDA has expressly announced that those who want to deal in corn free from U.S.-approved GM traits should bear the burden of implementing the necessary safeguards to enable them to do so. For example, on numerous occasions in considering whether to deregulate GM traits—including Syngenta's Event 5307—the USDA has responded to commenters' concerns that GM traits for commodity grain that have not been approved for import in some foreign markets should not be deregulated (and thus cleared for commercial sale) in the U.S. As the USDA explained, any obligation to avoid the risk of rejection in export markets falls on grain handlers and exporters rather than on manufacturers: "When international acceptance of a specific [genetic] event has not been attained, US elevators and grain buyers may either refuse to

purchase the grain, or may require that it be diverted to elevators that are solely designated as sources for domestic grain sale."

45. Syngenta does not control how third-party grain handlers such as the Counter-Defendants handle corn, corn grain, and corn by-products—including how they organize and operate their own facilities to test, channel, or segregate, and what they choose to do with the corn, corn grain, and corn by-products that they sell domestically or into export channels.

46. Grain handlers such as the Counter-Defendants generally have superior and sometimes exclusive knowledge about their own operations and their decisions concerning how to dispose of corn in their possession. Syngenta cannot reasonably know (much less control) whether each and every grain handler in the United States plans, at any given time, to send any particular delivery of outbound corn, corn grain, or corn by-products into export channels or the details of its grain-handling operations.

III. Even Though China Had Not Yet Approved Viptera For Import, The Counter-Defendants Accepted And Commingled Corn Containing Viptera Even Though They Knew Or Should Have Known That It Was Likely To Enter Export Channels To Markets Where Viptera Was Not Yet Approved

A. The Counter-Defendants Knew Or Should Have Known That Viptera Was Likely To Be In The Corn They Handled And That The Trait Was Not Yet Approved For Import By China

47. It was well known within the corn industry that Viptera was sold in 2010 for commercial planting throughout the United States and that Duracade was sold in 2013 for commercial planting on limited acres in the United States.

48. At all relevant times, it was also well known in the corn industry that Viptera and Duracade had not yet been approved by China for import.

49. Industry organizations publicly acknowledged that Viptera and Duracade were being commercially sold but had not been approved for import by China. For example, the

North American Export Grain Association ("NAEGA")—which represents members consisting of export companies and grain traders—and the National Grain and Feed Association ("NGFA")—a trade association that represents elevators such as Counter-Defendant Express Grain, grain transporters such as Counter-Defendant Rail Transfer, and export elevators—released a joint statement in August 2011 publicly acknowledging that Viptera had not yet been approved by China. Counter-Defendant Express Grain is a member of NGFA.

50. Numerous trade publications and news media also publicly and repeatedly discussed the fact that China had not yet approved Viptera or Duracade for import.

51. As a result, Counter-Defendants knew or should have known at all relevant times that Viptera had not yet been approved by China for import.

B. The Counter-Defendants Knew Or Should Have Known That The Corn They Handled Was Likely To End Up In Exports To Markets Where Viptera And Duracade Had Not Yet Been Approved

52. The Counter-Defendants knew or should have known that commodity corn they commingled was likely to end up in export channels, including to countries like China where Viptera and Duracade had not yet been approved. Both Counter-Defendants control where they deliver the corn it handles, and both Counter-Defendants deliver U.S. corn in ways that they know or should know will allow the corn to end up in export channels.

53. Express Grain Terminal, which advertises its ability to "connect[] southern grain to global markets," stores and transports grain, including corn and milo, that is destined for export.

54. Rail Transfer provides loading and logistical services to exporters of corn by-products to Chinese importers. Rail Transfer transports containers of grain, including DDGS, by rail to the Pacific Northwest where they are then loaded on cargo ships bound for China.

C. The Counter-Defendants Nonetheless Commingled Corn Grown From Viptera With Other Corn Likely To Enter Export Channels, And China Rejected U.S. Corn Purportedly Because Of The Presence Of Viptera

55. Despite knowing that Viptera was likely to be in corn delivered to each of the Counter-Defendants and knowing that they would sell corn from their facilities into export channels, the Counter-Defendants commingled commodity corn in their facilities, including corn containing the Viptera corn trait.

56. The Counter-Defendants did not take reasonable steps to segregate or channel corn containing Viptera away from likely export channels. Instead, the Counter-Defendants voluntarily purchased and handled corn that was likely to contain Viptera and commingled it with corn that was likely to be delivered into export channels.

57. Under the Court's analysis of duty in its Order of September 11, 2015, the Counter-Defendants could and should have taken steps to segregate or channel corn containing Viptera including, but not limited to, testing inbound and outbound corn deliveries from growers and other distributors for the presence of Viptera, and segregating corn testing positive for that trait from corn that was would be shipped to export markets where Viptera had not yet been approved.

58. In November 2013, China began rejecting shipments of U.S. corn purportedly because of the presence of Viptera.

IV. Plaintiffs Sued Syngenta Based On China's Rejection Of U.S. Corn Supposedly Containing Viptera.

59. As a result of China's rejection of U.S. corn shipments supposedly containing Viptera, Plaintiffs have sued and continue to sue Syngenta in these cases and others, alleging that they suffered economic losses in the form of a decrease in the price of U.S. corn.

60. Syngenta has incurred substantial costs and fees in defending the litigation brought by Plaintiffs.

V. The Counter-Defendants Were Negligent And Thus Are Responsible For All Or Part Of Any Liability That Syngenta Owes To Plaintiffs

61. Syngenta denies that it is liable to Plaintiffs. *If* anyone is liable, however, it is the actors in the corn industry who commingle commodity corn together and deliver it into channels for export to foreign markets—including, but not limited to, grain elevators and transporters such as the Counter-Defendants.

62. Syngenta denies that it owed Plaintiffs a duty not to sell its U.S.-approved corn seed to farmers in the United States. If there is any duty here, it is that the Counter-Defendants, among others, owed an independent duty of reasonable care to their stakeholders (including Syngenta, Plaintiffs, and other participants in the corn growing, distribution, and export chain) and to all other persons who foreseeably would have suffered any losses due to China's rejection of U.S. corn shipments containing Viptera, with respect to how the Counter-Defendants handled corn that they knew or should have known contained Viptera or Duracade and corn that they knew or should have known was likely to enter export channels.

63. The Counter-Defendants breached their duty of reasonable care by, among other things, failing to segregate corn containing Viptera or Duracade from corn that the Counter-Defendants then delivered into channels for export to China.

64. Syngenta's actions were not the proximate cause of the injuries claimed by Plaintiffs, and Syngenta was not responsible in any manner for the injuries alleged by Plaintiffs. If anything, the negligence of third-party grain elevators (including Express Grain), transporters (including Rail Transfer), and exporters was the sole and superseding proximate cause of Plaintiffs' injuries. It was not foreseeable to Syngenta that the Counter-Defendants would act

negligently. Alternatively, if it is determined that Syngenta's actions were the proximate cause of the injuries claimed by Plaintiffs, the Counter-Defendants' negligence was a direct, predominant, and/or concurrent proximate cause of Plaintiffs' injuries.

65. Syngenta denies that Plaintiffs suffered any injuries or that any injuries suffered by Plaintiffs were foreseeable. But if and to the extent that Syngenta is found liable to Plaintiffs, then any injuries suffered by Plaintiffs were foreseeable to and actually foreseen by the Counter-Defendants.

Count I — Indemnity Against Rail Transfer Inc. (Negligence)
(Minnesota)

66. Syngenta re-alleges and incorporates paragraphs 1-65 herein.

67. Syngenta denies that it is liable to Plaintiffs. But if Syngenta is found liable for any damages alleged by Plaintiffs, Syngenta may be, but should not be, required to pay a liability that, as between itself and Rail Transfer Inc., is altogether or primarily the responsibility of the Rail Transfer Inc.

68. Syngenta denies that it has any special relationship with Plaintiffs. But if and to the extent that it is determined that the nature and expectations of the corn industry create a special relationship between Syngenta and Plaintiffs, Rail Transfer Inc. also has a special relationship with Syngenta, growers (including Plaintiffs) who rely on grain handlers and exporters to create and maintain the export market for U.S. corn, and other participants in the corn growing, distribution, and export chain.

69. Any such special relationship imposes an independent duty of care on Rail Transfer Inc. to its stakeholders (including Syngenta, Plaintiffs, and other participants in the corn growing, distribution, and export chain) and to all other persons who foreseeably would have suffered any losses due to China's rejection of U.S. corn shipments containing Viptera, with

respect to how Rail Transfer Inc. handled corn that it knew or should have known contained corn with traits not approved in China and that it knew or should have known was likely to enter export channels to China.

70. Any such duty carries with it an implied obligation on the part of Rail Transfer Inc. to indemnify Syngenta for any losses resulting from Rail Transfer Inc.'s handling of corn that it knew or should have known contained corn with traits not approved in China and that it knew or should have known was likely to enter export channels to China.

71. It would be unjust and inequitable to hold Syngenta liable for Rail Transfer Inc.'s negligence, which Syngenta had no control over, did not participate in, and could not reasonably foresee. Rail Transfer Inc. would thus have a primary or greater liability or duty which justly requires it to bear the whole of any liability as between Syngenta and Rail Transfer Inc.

72. Syngenta is thus entitled to indemnification from Rail Transfer Inc.

Count II — Contribution Against Rail Transfer Inc. (Negligence)
(Minn. Stat. § 604.01 *et seq.*)

73. Syngenta re-alleges and incorporates paragraphs 1-65 herein.

74. Syngenta denies that it is liable to Plaintiffs. But if Syngenta is found liable for any damages alleged by Plaintiffs, Syngenta may be, but should not be, required to pay more than its proportional share of the common liability.

75. To the extent that Syngenta is found liable to Plaintiffs, then Rail Transfer Inc. has common liability for Plaintiffs' injuries, and Plaintiffs could have brought an action against Rail Transfer Inc. As a result, Rail Transfer Inc. is liable in proportion to its relative degree of fault.

76. Syngenta is thus entitled to contribution from Rail Transfer Inc. for all or part of any judgment entered against Syngenta.

Count III — Implied Indemnity Against Express Grain Terminal LLC (Negligence)
(Mississippi)

77. Syngenta re-alleges and incorporates paragraphs 1-65 herein.

78. Syngenta denies that it is liable to Plaintiffs. But if Syngenta is found liable for any damages alleged by Plaintiffs, Syngenta may be, but should not be, required to pay a liability that, as between itself and Express Grain Terminal LLC, is altogether the responsibility of Express Grain Terminal LLC.

79. Syngenta denies that it is liable to Plaintiffs. But if and to the extent that Syngenta is found liable, Express Grain Terminal LLC is liable for active, primary, and positive negligence. By contrast, Plaintiffs allege, among other things, that Syngenta was passively, secondarily, and negatively negligent in failing to prevent the rest of the corn industry, including Express Grain Terminal LLC, from commingling corn containing Viptera and delivering it into export channels that was likely destined for China. As a result, any fault of Syngenta and Express Grain Terminal LLC is not equal in grade or character.

80. Syngenta denies that it is at fault for any injuries claimed by Plaintiffs. But to the extent that Syngenta is found to be at fault, Express Grain Terminal LLC is also at fault, and its negligence is the efficient cause of any injuries claimed by Plaintiffs.

81. Syngenta is thus entitled to indemnification from Express Grain Terminal LLC.

Count IV — Comparative Implied Indemnity Against Express Grain Terminal LLC (Negligence)
(Kansas, in the alternative)

82. Syngenta re-alleges and incorporates paragraphs 1-65 herein.

83. Syngenta denies that it is liable to Plaintiffs. But if Syngenta is found liable for any damages alleged by Plaintiffs, Syngenta may be, but should not be, required to pay Express Grain Terminal LLC's share of liability.

84. It would be unjust and inequitable to hold Syngenta liable for Express Grain Terminal LLC's negligence, which Syngenta had no control over, did not participate in, and could not reasonably foresee.

85. Syngenta is thus entitled to indemnification and/or contribution from Express Grain Terminal LLC for all or part of any judgment owed by Syngenta to Plaintiffs.

Count V — Contribution Against Express Grain Terminal LLC (Negligence)
(Kansas, in the alternative)

86. Syngenta re-alleges and incorporates paragraphs 1-65 herein.

87. Syngenta denies that it is liable to Plaintiffs. But if Syngenta is found liable for any damages alleged by Plaintiffs, Syngenta may be, but should not be, required to pay the Express Grain Terminal LLC's share of liability.

88. It would be unjust and inequitable to hold Syngenta liable for Express Grain Terminal LLC's negligence, which Syngenta had no control over, did not participate in, and could not reasonably foresee.

89. Syngenta is thus entitled to contribution from Express Grain Terminal LLC for all or part of the judgment entered against Syngenta.

JURY DEMAND

Syngenta demands a trial by jury on all issues so triable.

PRAYER FOR RELIEF

WHEREFORE, Syngenta respectfully asks for:

1. Entry of judgment in Syngenta's favor against the Counter-Defendants;

2. An award of indemnity that awards Syngenta damages in an amount that fully negates any judgment for which Syngenta is determined to be liable (if any), plus pre-judgment

and post-judgment interest; or, in the alternative, an award of contribution proportional to the Counter-Defendants' fault for all or part of any judgment;

3. Reasonable attorneys' fees, costs, and expenses incurred in this litigation as allowed for the indemnity and other claims asserted by Syngenta; and

4. Such other relief as the Court may deem appropriate and just.

Dated: November 19, 2015

Respectfully submitted,

/s/ Thomas P. Schult

Thomas P. Schult (tschult@berkowitzoliver.com)
Ryan C. Hudson (rhudson@berkowitzoliver.com)
BERKOWITZ OLIVER WILLIAMS SHAW & EISENBRANDT LLP
2600 Grand Boulevard, Suite 1200
Kansas City, MO 64108
Telephone (816) 561-7007
Fax: (816) 561-1888

Liaison Counsel for Syngenta AG, Syngenta Crop Protection AG, Syngenta Corporation, Syngenta Crop Protection, LLC, Syngenta Seeds, Inc., and Syngenta Biotechnology, Inc.

/s/ Edwin John U

Michael D. Jones (mjones@kirkland.com)
Edwin John U (edwin.u@kirkland.com)
Patrick F. Philbin (patrick.philbin@kirkland.com)
Ragan Naresh (ragan.naresh@kirkland.com)
Patrick Haney (patrick.haney@kirkland.com)
KIRKLAND & ELLIS LLP
655 15th Street N.W., Suite 1200
Washington, D.C. 20005
Telephone: (202) 879-5000
Fax: (202) 879-5200

Lead Counsel for Syngenta AG, Syngenta Crop Protection AG, Syngenta Corporation, Syngenta Crop Protection, LLC, Syngenta Seeds, Inc., and Syngenta Biotechnology, Inc.

CERTIFICATE OF SERVICE

I certify that on November 19, 2015, I electronically filed the foregoing with the Clerk of this Court by using the CM/ECF system, which will accomplish service through the Notice of Electronic Filing for parties and attorneys who are Filing Users.

/s/ Thomas P. Schult

Thomas P. Schult