

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

Universal Cooperatives, Inc., *et al.*¹

Debtors.

Chapter 11

Case No. 14-11187 (MFW)

Jointly Administered

Requested Hearing Date: November 18, 2014 at 2:00 p.m. (ET)

Requested Obj. Deadline: November 12, 2014 at 4:00 p.m. (ET)

**DEBTORS' MOTION FOR ENTRY OF AN ORDER, PURSUANT TO SECTIONS 363
AND 365 OF THE BANKRUPTCY CODE AND BANKRUPTCY RULE 9019,
AUTHORIZING ENTRY INTO SETTLEMENT AGREEMENT AND
APPROVING SALE OF RIGHTS UNDER GLYPHOSATE
REGISTRATIONS AND DATA USE AGREEMENT**

Universal Cooperatives, Inc. ("Universal") and its affiliated debtors and debtors in possession in the above-captioned cases (each a "Debtor," and collectively, the "Debtors"), hereby submit this motion (the "Motion") for entry of an order, substantially in the form attached hereto as Exhibit A (the "Proposed Order"), pursuant to sections 363 and 365 of title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (the "Bankruptcy Code") and Rule 9019 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), authorizing Debtors Universal and Agrilon International, LLC ("Agrilon") to enter into an agreement for compromise of certain disputes with Monsanto Company ("Monsanto") and for the sale to Ragan & Massey, Inc. ("Purchaser") of Agrilon's glyphosate registrations and Agrilon's rights under its Data Use And Compensation Settlement Agreement with Monsanto. In support of this Motion, the Debtors respectfully represent as follows:

¹ The Debtors and the last four digits of their federal tax identification number are: Universal Cooperatives, Inc. (2405); Heritage Trading Company, LLC (0512); Bridon Cordage LLC (0985); Universal Crop Protection Alliance, LLC (1532); Agrilon International, LLC (7234); and Pavalon, Inc. (1433). The location of the corporate headquarters for Universal Cooperatives, Inc.; Universal Crop Protection Alliance, LLC; Agrilon International, LLC; and Pavalon, Inc. is 1300 Corporate Center Curve, Eagan, MN 55121. The location of the corporate headquarters for Heritage Trading Company, LLC is 11020 NW Ambassador Drive, Kansas City, MO 64153. The location of the corporate headquarters for Bridon Cordage LLC is 909 E. 16th Street, Albert Lea, MN 56007.

JURISDICTION

1. The Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 1334(b) and 157, and the Amended Standing Order of Reference from the United States District Court for the District of Delaware, dated as of February 29, 2012. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2). Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

2. The statutory and legal predicates for the relief requested herein are sections 363 and 365 of the Bankruptcy Code, and Bankruptcy Rules 2002, 6004, 6006, and 9019.

BACKGROUND

3. On May 11, 2014 (the "Petition Date"), each Debtor filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code, thereby commencing the above-captioned cases (the "Chapter 11 Cases").

4. On May 27, 2014, the Office of the United States Trustee for the District of Delaware (the "U.S. Trustee") appointed an official committee of unsecured creditors (the "Committee") [Docket No. 89]. No trustee or examiner has been appointed in these Chapter 11 Cases. The Debtors continue to operate their businesses and manage their property as debtors-in-possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

5. Prior to the Petition Date, Agrilon produced and sold glyphosate, an off-patent herbicide that is the active ingredient in Monsanto's Roundup®, one of the most widely sold herbicides in the United States.

6. Monsanto has registered with the United States Environmental Protection Agency ("USEPA") herbicides containing glyphosate (including any registered salt of glyphosate) for sale in the United States. In connection with such registration, Monsanto developed and submitted certain test data, reports, analyses and other written submissions (the "Registration Data") of which Monsanto is the legal owner.

7. Agrilon also has registered herbicides containing glyphosate with the USEPA and certain state pesticide regulatory agencies (“Agrilon’s Registrations”).

8. Prior to the Petition Date, a dispute arose between Agrilon and Monsanto centered around the appropriate compensation due Monsanto from Agrilon pursuant to the Federal Insecticide, Fungicide, and Rodenticide Act and Federal Food, Drug and Cosmetic Act because Monsanto’s Registration Data were used, considered and relied upon by USEPA and state pesticide regulatory agencies to support and maintain Agrilon’s Registrations (the “Prepetition Dispute”).

9. Agrilon and Monsanto resolved the Prepetition Dispute by entering into that certain Glyphosate Data Use and Compensation Settlement Agreement (the “Original Data Use Agreement”) effective January 17, 2012, an Amendment to Glyphosate Data Use and Compensation Settlement Agreement (the “First Amendment”) effective July 18, 2013, a Second Amendment to Glyphosate Data Use and Compensation Settlement Agreement (the “Second Amendment”) effective October 24, 2013, and a Third Amendment to Glyphosate Data Use and Compensation Settlement Agreement (collectively with the Original Data Use Agreement, the First Amendment and the Second Amendment, the “Data Use Agreement”) effective April 2, 2014.²

10. Agrilon subsequently failed to make certain payments to Monsanto when due under the Data Use Agreement. In addition, a dispute has arisen between Agrilon and Monsanto as to: (i) whether the Data Use Agreement constitutes an “executory contract” within the meaning of section 365 of the Bankruptcy Code; (ii) Agrilon’s ability to sell Agrilon’s

² The Data Use Agreement is highly confidential, and the Debtors are prohibited from disclosing it. Accordingly, the Debtors have not attached the Data Use Agreement as an exhibit to this Motion.

Registrations free and clear; and (iii) the amount of Monsanto's claim against Agrilon's estate (the "Current Dispute").

11. Within this context, Agrilon and Monsanto initiated good faith discussions in an effort to resolve the Current Dispute. Subsequently, the Debtors marketed Agrilon's Registrations to seven (7) interested parties, including Purchaser, to consider alternative means of resolving the Current Dispute. After considering various inquiries and proposals, Agrilon agreed to enter into that certain Agreement for Compromise of Disputes and Sale of Rights Under Glyphosate Data Use and Compensation Settlement Agreement (the "Agreement"), attached hereto as Exhibit B, pursuant to which Agrilon and Monsanto seek to enter into a transaction with Purchaser, subject in all respects to approval by the Court, (a) compromising and satisfying the amount due to Monsanto under the Data Use Agreement and (b) selling and assigning to Purchaser all of Agrilon's rights and obligations under Agrilon's Registrations and the Data Use Agreement.

12. Given that (a) the Current Dispute raised questions regarding whether the Debtors are required to obtain Monsanto's consent under section 365(c)(1) of the Bankruptcy Code prior to selling or assigning Agrilon's rights and obligations under the Data Use Agreement to a third party, (b) Agrilon's Registrations and rights under the Data Use Agreement have no value aside from generating proceeds that would satisfy the Debtors' liability to Monsanto, especially considering that Monsanto has the right to seek relief from the automatic stay to request termination of Agrilon's Registrations from the Environmental Protection Agency,³ and (c) the Debtors marketed the assets in question to various parties as part of a robust marketing process, the Debtors submit that, in their sound business judgment, the private sale contemplated herein is

³ See Section 3(c)(1)(F)(iii) of the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C § 136a(c)(1)(F)(iii), and 40 C.F.R. 152.99(a)(1)(ii).

in the best interests of the Debtors' estates and their creditors, and a public auction is unnecessary.

13. The salient terms of the Agreement⁴ are as follows:

- (a) Purchaser shall pay \$500,000 (the "Purchase Price") to Monsanto within five (5) business days after (and subject to) the Court's approval of the Agreement and entry of a final, non-appealable order with respect thereto;
- (b) Monsanto shall be deemed to have waived any and all claims it has or may have against each of the Debtors and/or their estates, including but not limited to any right of payment in connection with the Data Use Agreement, which shall be deemed fully and finally satisfied; and
- (c) Agrilon shall sell, convey, transfer, assign and deliver to Purchaser, and Purchaser shall purchase and assume, all of Agrilon's right, title and interest in Agrilon's Registrations and associated customer lists and good will, Agrilon's entire membership interest in the Task Force (subject to the necessary approval of each Member of the Task Force) and all of Agrilon's rights and obligations under the Data Use Agreement, free and clear of all liens, claims and encumbrances of any kind whatsoever to the fullest extent permissible pursuant to sections 363 and 365 of the Bankruptcy Code.

RELIEF REQUESTED

14. By this Motion, the Debtors request, pursuant to section 363 of the Bankruptcy Code and Bankruptcy Rule 9019, entry of an order authorizing Agrilon to enter into the Agreement for compromise of its disputes with Monsanto and for the sale to Purchaser of Agrilon's Registrations (and related assets specified in the Agreement). Given Monsanto's consent to the assignment to Purchaser on the terms of the Agreement, the Debtors also request, pursuant to section 365 of the Bankruptcy Code, entry of an order authorizing Agrilon to assume the Data Use Agreement and assign the Data Use Agreement and Agrilon's rights and obligations under the Data Use Agreement to Purchaser.

⁴ Capitalized terms used but not defined herein shall have the meaning ascribed to them in the Agreement.

BASIS FOR RELIEF REQUESTED

A. The Agreement Should Be Approved Under Bankruptcy Rule 9019 Because It Is in the Best Interests of the Debtors' Estates and Creditors.

15. Bankruptcy Rule 9019(a) provides, in pertinent part, that upon a motion and after notice and a hearing, the Court may approve a compromise or settlement. Approval of a settlement remains in the sound discretion of the Court. *See In re Neshaminy Office Building Associates*, 62 B.R. 798, 803 (E.D. Pa. 1986). In determining whether to approve a settlement, the Court should determine whether the proposed settlement is in the best interests of the estate. *Id.*; *see also In re Matter of Energy Cooperative, Inc.*, 886 F.2d 921, 927 (7th Cir. 1989).

16. The Supreme Court has recognized that “in administering a reorganization proceeding in an economical and practical manner, it will often be wise to arrange a settlement of claims in which there is substantial and reasonable doubts.” *Protective Committee for Independent Stockholders of TMT Trailer Ferry, Inc. v. Anderson*, 390 U.S. 414, 424 (1968) (noting that “compromises are a ‘normal part of the process of reorganization.’”) (citation omitted).

17. Further, the settlement of time-consuming and burdensome litigation, especially in the bankruptcy context, is encouraged. *In re Penn Central Transportation Co.*, 596 F.2d 1113-14 (3d Cir. 1979). The Third Circuit, applying *TMT Trailer* in the context of a settlement pursuant to Bankruptcy Rule 9019(a), has set forth four factors to be considered:

- (1) the probability of success in litigation;
- (2) the likely difficulties of collection;
- (3) the complexity of the litigation involved and the expense, inconvenience and delay necessarily attending it; and
- (4) the paramount interest of the creditors.

Martin v. Myers (In re Martin), 91 F.3d 389, 393 (3d Cir. 1996). Participation by sophisticated parties is an additional factor that has been considered. *See in re Ionosphere Clubs*, 156 B.R. 141, 426 (S.D.N.Y. 1993), *aff'd*, 17 F. 3d 600 (2d Cir. 1994).

18. In determining whether to approve a settlement, the Court should not substitute its judgment for that of the debtor and the parties. *Neshaminy Office Bldg. Associates*, 62 B.R. at 803. The Court is not to decide the numerous questions of fact or law raised by the controversy, but rather should “canvass the issues to see whether the settlement falls below the lowest point in the range of reasonableness.” *Cosoffi v. Rodman (In re W.T. Grant Co.)*, 699 F.2d 599, 608, 613 (2d Cir. 1983), *cert denied*, 464 U.S. 822 (1983); *In re Mavrode*, 205 B.R. 716, 720 (Bankr. D.N.J. 1997).

19. The Debtors submit that the Agreement is fair and prudent, is in the best interests of the Debtors’ estates and creditors, and falls within the “range of reasonableness.” Settlement of Agrilon’s and Monsanto’s disputes regarding the Data Use Agreement and Agrilon’s Registrations on the terms set forth in the Agreement will obviate the need for litigation, thereby reducing the expenses of the Debtors and their estates. The Agreement was negotiated at arms’-length by sophisticated parties. The Debtors have considered the benefit to the Debtors’ estates and creditors that will be received as a result of the Agreement, particularly in light of the costs, uncertainties and risks of litigation, and have concluded that the Agreement is (i) fair and equitable, (ii) a reasonable resolution of the underlying disputes, and (iii) in the best interests of the Debtors, their estates, and creditors. In fact, Purchaser was unwilling to enter into the Agreement without Monsanto’s consent. Therefore, the Debtors submit that the Agreement is necessary for cementing Purchaser’s willingness to participate in a settlement that will result in the waiver of a substantial claim against the Debtors and their estates.

B. The Sale Should Be Authorized Under Section 363(b) Because a Sound Business Justification Exists for the Sale.

20. Section 363 of the Bankruptcy Code provides that a debtor, “after notice and a hearing, may use, sell, or lease, other than in the ordinary course of business, property of the

estate[.]” 11 U.S.C. § 363(b). Although section 363 does not specify a standard for determining when it is appropriate for a court to authorize the use, sale, or lease of property of the estate, courts routinely authorize sales of a debtor’s assets if such sale is based upon the sound business judgment of the debtor. *See Meyers v. Martin (In re Martin)*, 91 F.3d 389, 395 (3d Cir. 1996); *In re Montgomery Ward Holding Corp.*, 242 B.R. 147, 153 (D. Del. 1999); *In re Delaware & Hudson Ry. Co.*, 124 B.R. 169, 175-76 (D. Del. 1991); *In re Trans World Airlines, Inc.*, No. 01-00056 (PJW), 2001 WL 1820326, at *10 (Bankr. D. Del. Apr. 2, 2001).

21. Courts typically consider the following factors in determining whether a proposed sale satisfies this standard: (a) whether a sound business justification exists for the sale; (b) whether adequate and reasonable notice of the sale was given to interested parties; (c) whether the sale will produce a fair and reasonable price for the property; and (d) whether the parties have acted in good faith. *See In re Decora Indus., Inc.*, 2002 WL 32332749, at *2 (D. Del. May 20, 2002) (citing *In re Delaware & Hudson Ry. Co.*, 124 B.R. at 176); *In re United Healthcare Sys. Inc.*, No. 97-1159, 1997 WL 176574, at *4 & n.2 (D.N.J. Mar. 26, 1997).

22. “Where the debtor articulates a reasonable basis for its business decisions (as distinct from a decision made arbitrarily or capriciously), courts will generally not entertain objections to the debtor’s conduct.” *Comm. of Asbestos-Related Litigants and/or Creditors v. Johns-Manville Corp. (In re Johns-Manville Corp)*, 60 B.R. 612, 616 (Bankr. S.D.N.Y. 1986). There is a presumption that “in making a business decision the directors of a corporation acted on an informed basis, in good faith and in the honest belief that the action was in the best interests of the company.” *In re Integrated Res.*, 147 B.R. at 656 (quoting *Smith v. Van Gorkcom*, 488 A.2d 858, 872 (Del. 1985)). Thus, if a debtor’s actions satisfy the business judgment rule, then the transaction in question should be approved under section 363(b)(1) of the

Bankruptcy Code. Indeed, when applying the business judgment standard, courts show great deference to a debtor's business decisions. *See Pitt v. First Wellington Canyon Assocs. (In re First Wellington Canyon Assocs.)*, 1989 WL 106838, at *3 (N.D. Ill. Sept. 8, 1989) ("Under this test, the debtor's business judgment . . . must be accorded deference unless shown that the bankrupt's decision was taken in bad faith or in gross abuse of the bankrupt's retained discretion.").

23. Sound business reasons exist to justify selling Agrilon's Registrations and its rights under the Data Use Agreement on the terms set forth in the Agreement and summarized herein. First, the sale will result in the full and final satisfaction of Monsanto's claims against Agrilon (and its claims against the other Debtors, if any). Agrilon scheduled Monsanto's claim in the amount of \$550,000, and Monsanto has indicated that it believes the correct amount of the claim should exceed such scheduled amount. Satisfaction of Monsanto's claim will substantially reduce the pool of claims against Agrilon, to the benefit of Agrilon's remaining creditors, and will greatly simplify the administration of Agrilon's estate.

24. In making the decision to enter this transaction, Agrilon's management acted on an informed basis, in good faith and in the belief that this transaction was in the best interests of the Debtors, their estates, and their creditors.

25. Instead of making use of the residual asset sale procedures approved by this Court,⁵ the Debtors seek to sell Agrilon's Registrations and its rights under the Data Use Agreement pursuant to this Motion, as the proposed compromise of its disputes with Monsanto necessitated a separate motion under Bankruptcy Rule 9019.

⁵ *See* Docket No. 562.

26. Prior to filing this Motion, the Debtors (a) consulted with the Committee regarding the Current Dispute and the proposed transaction described herein and (b) shared drafts of this Motion with counsel to the Committee.

C. The Sale of Agrilon’s Registrations and the Data Use Agreement is Free and Clear of All Liens, Claims and Encumbrances as Authorized by Section 363(f) of the Bankruptcy Code.

27. The Debtors submit that the sale of assets under the Agreement should be free and clear of all liens, claims and encumbrances in accordance with section 363(f) of the Bankruptcy Code.

28. Section 363(f) of the Bankruptcy Code authorizes a debtor to sell assets free and clear of liens, claims, interests, and encumbrances if:

- (1) applicable non-bankruptcy law permits sale of such property free and clear of such interests;
- (2) such entity consents;
- (3) such interest is a lien and the price at which such property is to be sold is greater than the value of all liens on such property;
- (4) such interest is in bona fide dispute; or
- (5) such entity could be compelled, in a legal or equitable proceeding, to accept a money satisfaction of such interest.

11 U.S.C. § 363(f).

29. Section 363(f) is supplemented by section 105(a) of the Bankruptcy Code, which provides that “[t]he Court may issue any order, process or judgment that is necessary or appropriate to carry out the provisions of [the Bankruptcy Code].” 11 U.S.C. § 105(a).

30. Because section 363(f) of the Bankruptcy Code is drafted in the disjunctive, satisfaction of any one of its five requirements will suffice to permit the sale of assets “free and clear” of all liens, claims and encumbrances. *See In re Kellstrom Indus., Inc.*, 282 B.R. 787, 793

(Bankr. D. Del. 2002) (“Section 363(f) is written in the disjunctive, not the conjunctive, and if any of the five conditions are met, the debtor has the authority to conduct the sale free and clear of all liens.”); *see also Citicorp Homeowners Servs., Inc. v. Elliot (In re Elliot)*, 94 B.R. 343, 345 (E.D. Pa. 1988) (same); *In re Dundee Equity Corp.*, No. 89-10233 (FGC), 1992 WL 53743, at *4 (Bankr. S.D.N.Y. Mar. 6, 1992) (same).

31. The Debtors submit that at least one of the conditions set forth in section 363(f) of the Bankruptcy Code will be satisfied. In particular, the Debtors believe that at least section 363(f)(2) of the Bankruptcy Code will be satisfied because the only party believed to potentially hold a lien, if any, in the assets sold by the Agreement, Monsanto, will and has consented to the sale under the terms of the Agreement.

32. Accordingly, the Debtors respectfully request that the sale of assets under the Agreement be free and clear of any liens, claims and encumbrances pursuant to section 363(f) of the Bankruptcy Code.

D. The Purchaser is Entitled to the Full Protection of Section 363(m) of the Bankruptcy Code.

33. Section 363(m) of the Bankruptcy Code protects the sale of a debtor’s property to a good faith purchaser. Specifically, section 363(m) provides:

The reversal or modification on appeal of an authorization under subsection (b) or (c) of this section of a sale or lease of property does not affect the validity of a sale or lease under such authorization to an entity that purchased or leased such property in good faith, whether or not such entity knew of the pendency of the appeal, unless such authorization and such sale or lease were stayed pending appeal.

11 U.S.C. § 363(m).

34. While the Bankruptcy Code does not define “good faith,” the Third Circuit in *In re Abbotts Dairies of Pa., Inc.* held that the misconduct that would destroy a purchaser’s good faith status at a judicial sale typically involves “fraud, collusion between the purchaser and other

bidders or the trustee, or an attempt to take grossly unfair advantage of other bidders.” 788 F.2d at 147 (citation omitted); *see also Kabro Assocs. of West Islip, L.L.C. v. Colony Hill Assocs. (In re Colony Hill Assocs.)*, 111 F.3d 269, 276 (2d Cir. 1997) (“Typically, the misconduct that would destroy a [buyer]’s good faith status at a judicial sale involves fraud, collusion between the [buyer] and other bidders or the trustee or an attempt to take grossly unfair advantage of other bidders.”)

35. The terms and conditions of the Agreement were negotiated by the Debtors, Purchaser, and Monsanto at arm’s-length and in good faith with the assistance of counsel. Accordingly, the Debtors request that the Court find that the Agreement was entered into in good faith and that Purchaser is entitled to the full protections of section 363(m) of the Bankruptcy Code.

36. Neither Purchaser nor any of Purchaser’s affiliates is an “insider” of any of the Debtors, as that terms is defined in section 101(31) of the Bankruptcy Code.

E. To the Extent Necessary to Consummate the Agreement, Assumption and Assignment of Agrilon’s Registrations and the Data Use Agreement is Authorized by Section 365 of the Bankruptcy Code.

37. Sections 365(a) and (b) of the Bankruptcy Code authorize a debtor in possession to assume, subject to the court’s approval, executory contracts or unexpired leases of the debtor. Under section 365(a) of the Bankruptcy Code, a debtor, “subject to the court’s approval, may assume or reject any executory contract or unexpired lease of the debtor.” 11 U.S.C. § 365(a). The standard applied by the Third Circuit in determining whether an executory contract or unexpired lease should be assumed is the “business judgment” test, which requires a debtor to determine that the requested assumption or rejection would be beneficial to its estate. *See Sharon Steel Corp. v. Nat’l Fuel Gas Distrib. Corp.*, 872 F.2d 36, 40 (3d Cir. 1989); *see also*

NLRB v. Bildisco & Bildisco, 465 U.S. 513, 523 (1984) (describing business judgment test as “traditional”) (superseded in part by 11 U.S.C. § 1113).

38. Courts generally will not second-guess a debtor’s business judgment concerning the assumption of an executory contract. See *In re Decora Indus., Inc.*, 2002 WL 32332749, at *8 (D. Del. May 20, 2002); *Official Comm. for Unsecured Creditors v. Aust (In re Network Access Solutions, Corp.)*, 330 B.R. 67, 75 (Bankr. D. Del. 2005) (“The standard for approving the assumption of an executory contract is the business judgment rule.”); *In re Exide Techs.*, 340 B.R. 222, 239 (Bankr. D. Del. 2006) (“The propriety of a decision to reject an executory contract is governed by the business judgment standard.”).

39. To determine if the business judgment standard is met, the court is “required to examine whether a reasonable business person would make a similar decision under similar circumstances.” *In re AbitibiBowater Inc.*, 418 B.R. 815, 831 (Bankr. D. Del. 2009). “This is not a difficult standard to satisfy and requires only a showing that rejection will benefit the estate.” *Id.* (citations omitted). Specifically, a court should find that the assumption or rejection is elected on “an informed basis, in good faith, and with the honest belief that the assumption . . . [is] in the best interests of [the debtor] and the estate.” *In re Network Access Solutions Corp.*, 330 B.R. 67, 75 (Bankr. D. Del. 2005). Under this standard, a court should approve a debtor’s business decision unless that decision is the product of bad faith or a gross abuse of discretion. See *In re Federal Mogul Global, Inc.*, 293 B.R. 124, 126 (D. Del. 2003).

40. In the present case, the Debtors’ assumption and assignment of Agrilon’s Registrations and the Data Use Agreement to Purchaser meets the business judgment standard and satisfies the requirements of section 365 of the Bankruptcy Code. Because the assumption and assignment is necessary for Purchaser to conduct business going forward, the assumption

and assignment of such agreements is essential to the Agreement. Further, upon consummation of the sale, Agrilon will no longer continue to operate its businesses and will therefore have no use for any of the executory contracts previously utilized in the ordinary course of its business operations and will be relieved of future obligations thereunder.

41. Consequently, the Debtors request that the Court approve assumption and assignment of the Data Use Agreement to Purchaser as provided for in the Agreement.

NOTICE

Notice of this Motion has been provided via overnight mail to: (a) the U.S. Trustee; (b) counsel to the Committee; (c) counsel to Monsanto; (d) counsel to Purchaser; (e) all entities reasonably known to have expressed an interest in a transaction with respect to Agrilon's Registrations and Agrilon's rights under the Data Use Agreement; and (f) those parties that have formally filed requests for notice in these Chapter 11 Cases pursuant to Bankruptcy Rule 2002. In light of the nature of the relief requested herein, the Debtors submit that no other or further notice is necessary.

CONCLUSION

WHEREFORE, the Debtors respectfully request that the Court enter the Proposed Order, substantially in the form attached hereto as Exhibit A, (i) approving Universal's and Agrilon's entry into the Agreement; (ii) authorizing the sale to Purchaser of Agrilon's Registrations (and related assets specified in the Agreement) free and clear of any liens, claims, and encumbrances on the terms set forth in the Agreement; (iii) authorizing the assumption and assignment to Purchaser of the Data Use Agreement and Agrilon's rights and obligations under the Data Use Agreement on the terms set forth in the Agreement; and (iv) granting such other and further relief as the Court deems just and proper.

Dated: October 31, 2014
Wilmington, Delaware

YOUNG CONAWAY STARGATT & TAYLOR, LLP

/s/ Andrew L. Magaziner

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Counsel to the Debtors and Debtors in Possession

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

Universal Cooperatives, Inc., *et al.*,¹

Debtors.

Chapter 11

Case No. 14-11187 (MFW)

Jointly Administered

Requested Hearing Date: November 18, 2014 at 2:00 p.m. (ET)

Requested Obj. Deadline: November 12, 2014 at 4:00 p.m. (ET)

NOTICE OF MOTION

TO: (I) THE OFFICE OF THE UNITED STATES TRUSTEE FOR THE DISTRICT OF DELAWARE; (II) COUNSEL TO THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS; (III) COUNSEL TO MONSANTO (AS DEFINED IN THE MOTION); (IV) COUNSEL TO THE PURCHASER (AS DEFINED IN THE MOTION); (V) ALL ENTITIES REASONABLY KNOWN TO HAVE EXPRESSED AN INTEREST IN A TRANSACTION WITH RESPECT TO AGRILON'S REGISTRATIONS AND AGRILON'S RIGHTS UNDER THE DATA USE AGREEMENT; AND (VI) ALL PARTIES REQUESTING NOTICE IN THESE CHAPTER 11 CASES PURSUANT TO BANKRUPTCY RULE 2002.

PLEASE TAKE NOTICE that the above-captioned debtors and debtors in possession (collectively, the "Debtors") have filed the attached **Debtors' Motion for Entry of an Order, Pursuant to Sections 363 and 365 of the Bankruptcy Code and Bankruptcy Rule 9019, Authorizing Entry Into Settlement Agreement and Approving Sale of Rights Under Glyphosate Registrations and Data Use Agreement** (the "Motion").

PLEASE TAKE FURTHER NOTICE that, by separate motion, the Debtors have requested that any objections to the Motion be filed on or before **November 12, 2014 at 4:00 p.m. (ET)** (the "Objection Deadline") with the United States Bankruptcy Court for the District of Delaware, 824 N. Market Street, 3rd Floor, Wilmington, Delaware 19801. At the same time, you must serve a copy of any objection upon the undersigned counsel to the Debtors so as to be received on or before the Objection Deadline.

¹ The Debtors and the last four digits of their federal tax identification number are: Universal Cooperatives, Inc. (2405); Heritage Trading Company, LLC (0512); Bridon Cordage LLC (0985); Universal Crop Protection Alliance, LLC (1532); Agrilon International, LLC (7234); and Pavalon, Inc. (1433). The location of the corporate headquarters for Universal Cooperatives, Inc.; Universal Crop Protection Alliance, LLC; Agrilon International, LLC; and Pavalon, Inc. is 1300 Corporate Center Curve, Eagan, MN 55121. The location of the corporate headquarters for Heritage Trading Company, LLC is 11020 NW Ambassador Drive, Kansas City, MO 64153. The location of the corporate headquarters for Bridon Cordage LLC is 909 E. 16th Street, Albert Lea, MN 56007.

PLEASE TAKE FURTHER NOTICE THAT, BY SEPARATE MOTION, THE DEBTORS HAVE REQUESTED THAT A HEARING TO CONSIDER THE MOTION BE HELD ON NOVEMBER 18, 2014 AT 2:00 P.M. (ET) BEFORE THE HONORABLE MARY F. WALRATH IN THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE, 824 N. MARKET STREET, 5TH FLOOR, COURTROOM NO. 4, WILMINGTON, DELAWARE 19801.

PLEASE TAKE FURTHER NOTICE THAT IF YOU FAIL TO RESPOND TO THE MOTION IN ACCORDANCE WITH THIS NOTICE, THE COURT MAY GRANT THE RELIEF REQUESTED IN THE MOTION WITHOUT FURTHER NOTICE OR A HEARING.

Dated: October 31, 2014
Wilmington, Delaware

YOUNG CONAWAY STARGATT & TAYLOR, LLP

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Counsel to the Debtors and Debtors in Possession

EXHIBIT A

Proposed Order

**IN THE UNITED STATES BANKRUPTCY COURT
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In re:

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Chapter 11

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AND BANKRUPTCY RULE 9019, AUTHORIZING ENTRY INTO
SETTLEMENT AGREEMENT AND APPROVING SALE OF RIGHTS
UNDER GLYPHOSATE REGISTRATIONS AND DATA USE AGREEMENT**

Upon the motion (the “Motion”)² of Universal Cooperatives, Inc. (“Universal”) and its above-captioned affiliated debtors and debtors in possession (each, a “Debtor” and, collectively, the “Debtors”) for entry of an order, pursuant to sections 363 and 365 of the Bankruptcy Code and Bankruptcy Rule 9019, authorizing Debtors Universal and Agrilon International, LLC (“Agrilon”) to enter into an agreement for compromise of certain disputes with Monsanto Company (“Monsanto”) and for the sale to Ragan & Massey, Inc. (“Purchaser,” and collectively with Agrilon and Monsanto, the “Parties”) of Agrilon’s glyphosate registrations and Agrilon’s rights under the Data Use Agreement with Monsanto, pursuant to that certain Agreement for Compromise of Disputes and Sale of Rights Under Glyphosate Data Use and Compensation Settlement Agreement, dated October 30, 2014 (the “Agreement”); and the Court having determined that the relief sought in the Motion is in the best interests of the Debtors and their

¹ The Debtors and the last four digits of their federal tax identification number are: Universal Cooperatives, Inc. (2405); Heritage Trading Company, LLC (0512); Bridon Cordage LLC (0985); Universal Crop Protection Alliance, LLC (1532); Agrilon International, LLC (7234); and Pavalon, Inc. (1433). The location of the corporate headquarters for Universal Cooperatives, Inc.; Universal Crop Protection Alliance, LLC; Agrilon International, LLC; and Pavalon, Inc. is 1300 Corporate Center Curve, Eagan, MN 55121. The location of the corporate headquarters for Heritage Trading Company, LLC is 11020 NW Ambassador Drive, Kansas City, MO 64153. The location of the corporate headquarters for Bridon Cordage LLC is 909 E. 16th Street, Albert Lea, MN 56007.

² Capitalized terms used but not defined herein shall have the meaning ascribed to them in the Motion.

estates; and after due deliberation and sufficient cause appearing therefor, it is hereby

FOUND AND DETERMINED THAT:

A. This Court has jurisdiction to consider the Motion in accordance with 28 U.S.C. §§ 157 and 1334, and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated as of February 29, 2012.

B. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2). Venue of this proceeding and the Motion is proper in this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

C. The statutory and legal predicates for the relief requested in the Motion and provided for herein are sections 363 and 365 of the Bankruptcy Code and Bankruptcy Rules 2002, 6004, 6006, and 9019.

D. The Debtors have demonstrated that good and sufficient notice of the relief granted by this Order has been given and no further notice is required. A reasonable opportunity to object or be heard regarding the relief granted by this Order has been afforded to those parties entitled to notice pursuant to Rule 2002-1(b) of the Local Rules of Bankruptcy Practice and Procedure for the United States Bankruptcy Court of the District of Delaware and all other interested parties.

E. Purchaser is a good-faith purchaser entitled to the protections of section 363(m) of the Bankruptcy Code and is therefore entitled to the full protection of that provision and otherwise accorded to a good faith purchaser under applicable non-bankruptcy law.

F. The Agreement was negotiated, proposed, and entered into by the Parties without collusion, in good faith, and from arm's-length bargaining positions, and neither Purchaser nor any of Purchaser's affiliates is an "insider" of any of the Debtors, as that term is defined in section 101(31) of the Bankruptcy Code.

G. The Debtors have the corporate power and authority to execute and deliver the Agreement and documents related thereto, and to consummate the transaction contemplated by the Agreement.

H. Entry of this Order is in the best interests of the Debtors, their estates and creditors and all other interested parties; and therefor:

IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

1. The Motion is GRANTED as set forth herein.
2. The Debtors are authorized to enter into and perform under the Agreement, which is approved in all respects.
3. The Debtors may sell and/or assign the assets conveyed by the Agreement to Purchaser, and such conveyance shall be free and clear of any liens, claims and encumbrances in accordance with section 363 of the Bankruptcy Code.
4. The Debtors are authorized to assume and assign the Data Use Agreement and Agrilon's rights and obligations under the Data Use Agreement to Purchaser in accordance with the Agreement and section 365 of the Bankruptcy Code, and Purchaser shall assume Agrilon's rights and obligations under the Data Use Agreement.
5. Upon the payment of the Purchase Price from Purchaser to Monsanto, (i) Monsanto's claim scheduled by Agrilon in the amount of \$550,000 will be deemed fully resolved and marked as paid and/or satisfied by the Debtors' claims agent, Prime Clerk LLC; and (ii) Monsanto shall have no other or further claim (including damages, breach of contract, and cure costs) against any of the Debtors or their respective estates.
6. The Parties are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the terms of the Agreement.

7. The Debtors and the Debtors' claims agent, Prime Clerk LLC, are authorized to take all actions necessary to effectuate the relief provided by this Order and the Agreement.

8. The Court shall retain jurisdiction to hear and determine all matters arising from implementation of this Order.

Dated: _____, 2014
Wilmington, Delaware

Mary F. Walrath
United States Bankruptcy Judge

EXHIBIT B

**Agreement for Compromise of Disputes and Sale of Rights Under Glyphosate Data Use
and Compensation Settlement Agreement**

EXECUTION VERSION

**AGREEMENT FOR COMPROMISE OF DISPUTES
AND SALE OF RIGHTS UNDER GLYPHOSATE DATA USE
AND COMPENSATION SETTLEMENT AGREEMENT**

THIS AGREEMENT FOR COMPROMISE OF DISPUTES AND SALE OF RIGHTS UNDER GLYPHOSATE DATA USE AND COMPENSATION SETTLEMENT AGREEMENT AND RELATED ASSETS (this “Agreement”), dated as of October 30, 2014, is by and among Agrilon International, LLC (“Agrilon”) and the other Debtors defined below, Monsanto Company (“Monsanto”), and Ragan & Massey, Inc. (“Purchaser,” and, together with Agrilon and Monsanto, the “Parties,” and each, individually, a “Party”).

RECITALS

WHEREAS, Agrilon and Monsanto entered into a Glyphosate Data Use and Compensation Settlement Agreement (the “Original Data Use Agreement”) effective January 17, 2012, an Amendment to Glyphosate Data Use and Compensation Settlement Agreement (the “First Amendment”) effective July 18, 2013, a Second Amendment to Glyphosate Data Use and Compensation Settlement Agreement (the “Second Amendment”) effective October 24, 2013, and a Third Amendment to Glyphosate Data Use and Compensation Settlement Agreement (the “Third Amendment,” and, together with the First Amendment, the Second Amendment, and the Third Amendment, the “Data Use Agreement”) effective April 2, 2014; and

WHEREAS, the Data Use Agreement set forth the resolution of a dispute between Agrilon and Monsanto with respect to Agrilon’s use of certain Registration Data (as defined in the Data Use Agreement) in furtherance of Agrilon’s efforts to obtain and maintain existing and future federal and state registrations for herbicides containing Glyphosate (collectively, “Agrilon’s Registrations”); and

WHEREAS, among other things, Agrilon is obligated under the Data Use Agreement to pay Monsanto a sum in specified installments, to compensate Monsanto for Agrilon’s use of the Registration Data for the purposes specified in that agreement (the “Data Compensation Amount”); and

WHEREAS, Agrilon is in breach of its obligations to Monsanto under the Data Use Agreement; and

WHEREAS, Agrilon is a member in good standing of the Joint Glyphosate Task Force, LLC (the “Task Force”); and

WHEREAS, Agrilon is a debtor in a chapter 11 case pending before the United States Bankruptcy Court for the District of Delaware (the “Court”) as case no. 14-11190, jointly administered with the chapter 11 cases of Universal Cooperatives, Inc., Heritage Trading Company, LLC, Bridon Cordage LLC, Universal Crop Protection Alliance, LLC, and Pavalon, Inc. (such entities, together with Agrilon, the “Debtors”); and

WHEREAS, a dispute exists between Agrilon and Monsanto as to whether the Data Use Agreement constitutes an ‘executory contract’ within the meaning of section 365 of the United States Bankruptcy Code (the “Bankruptcy Code”), and as to Agrilon’s ability to sell Agrilon’s Registrations free and clear; and

WHEREAS, Monsanto, on its own, has the right to seek certain actions that would impair the economic value of Agrilon’s Registrations; and

WHEREAS, Purchaser wishes to buy, and Agrilon wishes to sell Agrilon’s Registrations and related assets described below, subject to the terms of this Agreement and conditioned upon the entry of a final, non-appealable Order by the Court approving, *inter alia*, the sale of all such assets free and clear (the “Order”); and

WHEREAS, the Parties wish to enter into a transaction, subject in all respects to approval by the Court, (i) compromising and satisfying the amount due to Monsanto under the Data Use Agreement and (ii) selling and assigning to Purchaser all of Agrilon’s rights and obligations arising from Agrilon’s Registrations and the Data Use Agreement (as modified herein and/or in the Ancillary Documents, as defined below).

AGREEMENTS

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, the Parties agree as follows.

1. Within five (5) business days after (and subject to) the Court’s approval of this Agreement and entry of the final, non-appealable Order (the “Order”) that, among other things: (i) confirms that the assets conveyed by this Agreement (as more fully identified in subparagraph (b) below) may be assigned to Purchaser by Agrilon, and that such conveyance shall be free and clear of any liens, claims and encumbrances in accordance with Section 363 of the Bankruptcy Code; (ii) finds that the Purchaser is a good faith purchaser entitled to the protections of Section 363(m) of the Bankruptcy Code and is therefore entitled to the full protection of that provision and otherwise accorded to a good faith purchaser under any other applicable or similar bankruptcy and non-bankruptcy law; (iii) finds that the Agreement was negotiated, proposed, and entered into by the Parties without collusion, in good faith, and from arm’s-length bargaining positions, and that neither the Purchaser nor any of Purchaser’s affiliates is an “insider” of any of the Debtors, as that term is defined in section 101(31) of the Bankruptcy Code; (iv) finds that Debtors have the corporate power and authority to execute and deliver this Agreement and the Ancillary Documents (as defined in and including all documents specifically identified in paragraph (d) below), to consummate the transaction contemplated by this Agreement; (v) approves this Agreement pursuant to Bankruptcy Rule 9019; (vi) finding that Debtors appropriately noticed all parties required to receive notice under the Bankruptcy Code; and (vii) otherwise approve the transaction contemplated by this Agreement and authorize the Parties to take all steps and execute all documents required to consummate the transactions contemplated by this Agreement:

a. Payment of Purchase Price. Purchaser shall pay \$500,000 (the "Purchase Price") to Monsanto;

b. Assignment of Agrilon's Registrations and Agrilon's Rights Under Data Use Agreement. In consideration of Purchaser's payment of the Purchase Price and Monsanto's waiver and release of all claims against the Debtors, Agrilon shall sell, convey, transfer, assign and deliver to Purchaser, and Purchaser shall purchase and assume, all of Agrilon's right, title and interest in:

- (i)** Agrilon's Glyphosate Registration Nos. 86530-1 and 86530-2, issued by the United States Environmental Protection Agency ("EPA");
- (ii)** Agrilon's customer lists and good will associated with such registrations;
- (iii)** Subject to any necessary approvals by the Task Force, Agrilon's entire membership interest in the Task Force (the "Task Force Seat");
- (iv)** All of Agrilon's rights and obligations under the Data Use Agreement; and
- (v)** Agrilon's Confidential Statement of Formulas and its confidential list of glyphosate sources with respect to the Agrilon Registrations; and

All such interests to be conveyed free and clear of all claims, encumbrances, liens and interests pursuant to and to the extent permitted by Section 363 of the Bankruptcy Code.

c. Assumption. Subject to the clarification set forth in the next sentence, the Purchaser shall accept the assignment by Agrilon of all of Agrilon's right, title and interest in Agrilon's Registrations and all of Agrilon's rights and obligations under the Data Use Agreement, and Purchaser hereby assumes and agrees to be responsible for, and duly and properly perform and discharge its obligations thereunder. The Parties agree that as used in paragraph 10 of the Original Data Use Agreement, the phrase "entire Glyphosate business" means any and all Glyphosate registrations held by Agrilon (or Purchaser) that are not eligible for the Formulators' Exemption or that would not become eligible for the Formulators' Exemption if retained and not transferred. Nothing expressed or implied in this Agreement shall be deemed to be an assumption by Purchaser of any other liabilities of Agrilon.

d. Further Actions. Each of the Parties hereto covenants and agrees, at the request of any other Party hereto, to execute and deliver such further instruments of transfer and assignment and to take such other action as any other Party may reasonably request to more effectively consummate the sale, assignments and assumptions contemplated herein (the "Ancillary Documents"). Without limiting the foregoing, within five (5) business days after the Court's entry of the final, non-appealable Order:

- (i)** Agrilon shall execute and deliver to EPA the document attached as Exhibit 1 hereto;

- (ii)** Agrilon and Purchaser shall execute and deliver to EPA the document attached as Exhibit 2 hereto;
- (iii)** Agrilon shall notify the Task Force that it is transferring its Task Force Seat to Purchaser and take all other steps required under that certain “Joint Glyphosate Task Force, LLC Joint Data Development and Limited Liability Company Agreement Agreement,(as amended) (the “Task Force Agreement”) that may be necessary and appropriate to transfer its Task Force Seat to Purchaser free and clear;
- (iv)** Agrilon and Purchaser shall each execute the Agreement attached as Exhibit 3 hereto; and
- (v)** Monsanto, as Member of the Task Force, shall vote to approve the transfer of Agrilon’s Task Force membership to Purchaser.

2. Monsanto’s Waiver and Release of Claims Against Debtors and Purchaser.

Upon Monsanto’s receipt of the Purchase Price, Monsanto shall be deemed to have waived and released: (i) any and all claims it has or may have against each of the Debtors and/or their estates, including but not limited to (a) any right of payment in connection with the Data Use Agreement, which shall be deemed fully and finally satisfied, and (b) any right to assert a cure claim in connection with the assumption and/or assignment to Purchaser of all of Agrilon’s right, title and interest in Agrilon’s Registrations and all of Agrilon’s rights and obligations under the Data Use Agreement; (ii) any and all claims, relief and remedies (monetary, injunctive, administrative or otherwise) it may otherwise have against Purchaser for any unpaid portion of the Data Compensation Amount; (iii) any and all other claims, relief and remedies that (monetary, injunctive, administrative or otherwise) Monsanto may have had against Purchaser under the Original Data Use Agreement as of the date of the payment of the Purchase Price; and (iv) any and all claims, relief and remedies (monetary, injunctive, administrative or otherwise) that Monsanto might otherwise have against Purchaser with respect to any Glyphosate data submitted by Monsanto to the EPA or any regulatory agency before December 15, 2011. Notwithstanding the foregoing, in the event Agrilon applies to USEPA or any State for a Glyphosate registration, use and/or tolerance after court approval of this Agreement and relies on Monsanto’s Registration Data in doing so, Agrilon will be required to pay data compensation to Monsanto as provided for in the Federal Insecticide, Fungicide, and Rodenticide Act and Federal Food, Drug, and Cosmetic Act as if Agrilon had never been a party to the Data Use Agreement.

3. Representations, Warranties and Indemnities. Monsanto and Debtors each represent, covenant and warrant to Purchaser that as of the date hereof, Monsanto has no claims against Debtors arising under the Original Data Use Agreement other than with respect to the Data Compensation Amount. Debtors each agree to defend, indemnify and hold harmless Purchaser from and against any and all claims, demands, suits and actions and proceedings of any type and nature which may accrue in favor of Monsanto against any of the Debtors between the date hereof and the date EPA approves the transfers of Agrilon’s Registrations to Purchaser.

4. Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced, all other terms and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any Party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner in order that the transactions contemplated by this Agreement are consummated as originally contemplated to the greatest extent possible.


5. Execution in Counterparts. This Agreement may be executed in one or more counterparts, all of which shall constitute one and the same instrument. Any such counterpart, to the extent delivered by means of a facsimile machine or by .pdf, .tif, .gif, .jpg or similar attachment to electronic mail (any such delivery, an “Electronic Delivery”) shall be treated in all manner and respects as an original executed counterpart and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. No Party hereto shall raise the use of Electronic Delivery to deliver a signature or the fact that any signature or agreement or instrument was transmitted or communicated through the use of Electronic Delivery as a defense to the formation of a contract, and each such Party forever waives any such defense, except to the extent such defense relates to lack of authenticity.

6. Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of Missouri, without giving effect to the conflicts of laws principles thereof.


[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed and delivered as of the day first written above.

AGRILON INTERNATIONAL, LLC

By: 
Name: DENNIS GHOLAI
Title: TREASURER

UNIVERSAL COOPERATIVES, INC. (on behalf of itself and all other Debtors):

By: 
Name: DENNIS GHOLAI
Title: VP FINANCE

MONSANTO COMPANY

By: _____
Name: _____
Title: _____

RAGAN & MASSEY, INC.

By: _____
Name: _____
Title: _____

By: _____

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed and delivered as of the day first written above.

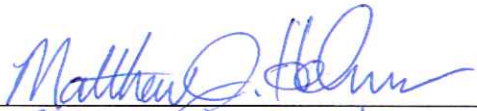
AGRILON INTERNATIONAL, LLC

By: _____
Name: _____
Title: _____

UNIVERSAL COOPERATIVES, INC. (on behalf of itself and all other Debtors):

By: _____
Name: _____
Title: _____

MONSANTO COMPANY

By: 
Name: MATTHEW J. HELMS
Title: GLOBAL CROP PROTECTION
MARKETING LEAD

RAGAN & MASSEY, INC.

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed and delivered as of the day first written above.

AGRILON INTERNATIONAL, LLC

By: _____
Name: _____
Title: _____

UNIVERSAL COOPERATIVES, INC. (on behalf of itself and all other Debtors):

By: _____
Name: _____
Title: _____

MONSANTO COMPANY

By: _____
Name: _____
Title: _____

RAGAN & MASSEY, INC.

By: Michael L. Massey
Name: Michael L. Massey
Title: Vice President

EXHIBIT 1

Statement of Transferor

In accordance with 40 C.F.R. § 152.135(c), Agrilon International, LLC, the transferor of EPA Reg. No. 86530-1, affirms as follows:

1. The person signing the Agreement for the Transfer of Agrilon Glyphosate Technical Registration (EPA Reg. No. 86530-1) is authorized by Agrilon International, LLC, the transferor, to bind the company.
2. No court order prohibits the transfer of this registration and any court approvals required for the transfer have been obtained.
3. The transfer is authorized under all relevant federal, state and local laws and all relevant corporate charters, bylaws, partnerships, or other agreements.

Transferor
Agrilon International, LLC

By: _____

Title: _____

Dated: _____

Notary Public: _____

My Commission Expires: _____

EXHIBIT 2

**Agreement for the Transfer of Agrilon International, LLC Glyphosate Registrations
(EPA Reg. Nos. 86530-1 and 86530-2)**

In accordance with 40 C.F.R. § 152.135, in order to effectuate the transfer of the FIFRA registration of Agrilon Glyphosate Technical and Agrilon Glyphosate 62% MUP from Agrilon International, LLC to Ragan & Massey, Inc., the undersigned state as follows:

1. The transferor of the registration is Agrilon International, LLC, 1300 Corporate Center Curve, Eagan, MN 55121, an LLC organized in the state of Minnesota.
2. The transferee of the registration is Ragan & Massey, Inc., 100 Ponchatoula Parkway, Ponchatoula, LA 70454, incorporated in the state of Louisiana.
3. The registrations being transferred are: (1) Agrilon Glyphosate Technical, EPA Reg. No. 86530-1; (2) Agrilon Glyphosate 62% MUP, EPA Reg. No. 86530-2.
4. The transferor, Agrilon International, LLC, irrevocably transfers to the transferee, Ragan & Massey, Inc., all right, title and interest in its Agrilon Glyphosate Technical registration and Agrilon Glyphosate 62% MUP registration, EPA Reg. Nos. 86530-1 and 86530-2.
5. The transferred registrations shall not serve as collateral or otherwise secure any loan or other payment arrangement or executory promise. Further, the registrations shall not revert to the transferor unless a new transfer agreement is submitted to and approved by EPA.
6. This transfer arises from the bankruptcy proceeding of Agrilon International, LLC, et al., pending before the United States Bankruptcy Court for the District of Delaware as case no. 14-11190.
7. The transferor and transferee understand that any false statement may be punishable under 18 U.S.C. 1001.
8. The transferee, Ragan & Massey, Inc., acknowledges that its rights and duties concerning the transferred registrations under FIFRA and 40 C.F.R. Chap. 1 will be deemed by EPA to be the same as those of the transferor at the time the transfer is approved.

Transferor
Agrilon International, LLC

Transferee
Ragan & Massey, Inc.

By: _____
Title: _____
Dated: _____

By: _____
Title: _____
Dated: _____

EXHIBIT 3

**Agreement for the Transfer of a Seat
On the Joint Glyphosate Task Force**

This agreement, is between Agrilon International, LLC, 1300 Corporate Center Curve, Eagan, MN 55121 ("Agrilon" or "Transferor") and Ragan & Massey, Inc., 100 Ponchatoula Parkway, Ponchatoula, LA 70454 ("Ragan & Massey" or "Transferee") (jointly, the "Parties").

WHEREAS Agrilon currently is a full Member in good standing of the Joint Glyphosate Task Force, LLC (the "Task Force"); and

WHEREAS Agrilon is transferring its U.S. EPA registration of glyphosate technical to Ragan & Massey in connection with Agrilon's bankruptcy proceedings; and

WHEREAS Agrilon wishes to transfer its membership interest on the Task Force (the "Task Force Seat") to Ragan & Massey in accordance with the terms and requirements of that certain "Joint Glyphosate Task Force, LLC Joint Data Development and Limited Liability Company Agreement," as amended (the "Task Force Agreement");

THEREFORE, in consideration of the mutual agreements and undertakings contained herein and in that certain "Agreement for Compromise of Disputes and Sale of Rights Under Glyphosate Data Use and Compensation Agreement" entered into on or about September____, 2014 among Agrilon, Ragan & Massey and Monsanto Co., and other good and valuable consideration the receipt of which is acknowledged by the Parties, the Parties agree as follows, effective upon the transfer of Agrilon's Glyphosate technical registration to Ragan & Massey;

1. Agrilon hereby transfers its entire membership interest in, and all rights and obligations connected thereto (the "Task Force Seat"), to Ragan & Massey, pursuant to and in accordance with the Task Force Agreement, including paragraph 20 thereof.
2. Ragan & Massey hereby agrees to assume all of the rights and obligations of the Task Force Seat that were held by Agrilon;
3. Promptly upon the execution of this Agreement by both Parties, Agrilon shall provide (i) written notice of this Transfer to the Administrator of the Task Force as required by paragraph 20.2 of the Task Force Agreement; and (ii) written certification that all of Agrilon's non-member Affiliates and former Affiliates have complied with all the requirements of Section 18.7 of the Task Force Agreement;
4. Promptly upon the execution of this Agreement by both Parties, Ragan & Massey shall execute the Task Force Agreement and deliver same to the Task Force.
5. Agrilon represents and warrants that it is currently a Member in good standing of the Task Force and is current on all of its obligations to the Task Force as a

Task Force Member, and that the Task Force currently has no valid claims or causes of action against, and has made no unfulfilled demands on, Agrilon.

This Agreement shall become effective and binding on the Parties upon execution by both Parties.

Transferor
Agrilon International, LLC

Transferee
Ragan & Massey, Inc.

By: _____
Title: _____

By: _____
Title: _____

Dated: _____

Dated: _____