

STATE OF MINNESOTA
COUNTY OF HENNEPIN

DISTRICT COURT
FOURTH JUDICIAL DISTRICT

In re: Syngenta Litigation

This Document Relates to: ALL ACTIONS

Case Type: Civil Other
Honorable Thomas M. Sipkins

File No.: 27-CV-15-3785

**SYNGENTA’S ANSWER AND DEFENSES
TO PLAINTIFFS’ SECOND AMENDED
MASTER COMPLAINT FOR
PRODUCERS AND NON-PRODUCERS
(NON-CLASS)**

Defendant Syngenta AG, Syngenta Crop Protection AG, Syngenta Corporation, Syngenta Crop Protection, LLC, Syngenta Seeds, Inc. (now Syngenta Seeds, LLC), and Syngenta Biotechnology, Inc. (collectively, “Syngenta”), by and through their counsel of record, respond as follows to the corresponding numbered averments in Plaintiffs’ Second Amended Master Complaint for Producers and Non-Producers (Non-Class) (“Complaint”) while reserving their right to file any motions permitted by the Minnesota Rules of Civil Procedure or by this Court.

ANSWER

INTRODUCTION

Plaintiffs’ “Introduction” contains narrative argument, not factual averments for which a response is required. To the extent a response is deemed required, Syngenta denies plaintiffs’ allegations and that they 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.

JURISDICTION AND VENUE

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

2. Syngenta admits that Syngenta Seeds, Inc. (now Syngenta Seeds, LLC) was a Delaware corporation with a principal place of business at 11055 Wayzata Boulevard, Minnetonka, Minnesota 55305-1526. Syngenta Seeds, Inc. converted to Syngenta Seeds, LLC, a Delaware limited liability company whose sole member is Syngenta Corporation, a Delaware corporation, on December 31, 2015. Syngenta denies that its actions have caused injury or property damage in Minnesota. The remaining averments of paragraph 2 of the Complaint call for legal conclusions to which no response is necessary. To the extent not specifically admitted, Syngenta denies the remaining averments in paragraph 2 of the Complaint.

3. Syngenta admits certain of its entities market and sell Viptera and Duracade in Minnesota. Paragraph 3 of the Complaint calls for legal conclusions to which no response is necessary. To the extent not specifically admitted, Syngenta denies the remaining averments in paragraph 3 of the Complaint.

4. Paragraph 4 of the Complaint calls for legal conclusions to which no response is necessary.

PARTIES

5. Syngenta lacks sufficient knowledge or information to form a belief as to the averments in paragraph 5 of the Complaint, and therefore denies them.

6. Syngenta lacks sufficient knowledge or information to form a belief as to the averments in paragraph 6 of the Complaint, and therefore denies them.

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

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

9. Syngenta admits that Syngenta Seeds, Inc. (now Syngenta Seeds, LLC) was a Delaware corporation with a principal place of business at 11055 Wayzata Boulevard, Minnetonka, Minnesota 55305-1526. Syngenta Seeds, Inc. converted to Syngenta Seeds, LLC, a Delaware limited liability company whose sole member is Syngenta Corporation, a Delaware corporation, on December 31, 2015. Syngenta admits that it has sold Agrisure Viptera and Agrisure Duracade, 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 9 of the Complaint contains quoted language from that complaint. To the extent not specifically admitted, Syngenta denies the remaining averments in paragraph 9 of the Complaint.

10. 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. Syngenta further admits that Syngenta AG is the only publicly-traded company among the various Syngenta entities named as defendants. To the extent not specifically admitted, Syngenta denies the remaining averments in paragraph 10 of the Complaint.

11. Syngenta admits the averments in paragraph 11 of the Complaint.

12. 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. Syngenta further admits that Syngenta Crop Protection, LLC is a subsidiary of Syngenta Seeds, LLC.

13. Syngenta denies that Syngenta Biotechnology, Inc. exists as described in paragraph 13 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 field tests of MIR162 and Event 5307 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. To the extent not specifically admitted, Syngenta denies the remaining averments in paragraph 13 of the Complaint.

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

15. 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, LLC. Syngenta denies that Syngenta Biotechnology, Inc. continues to exist as an entity with its own Board of Directors.

16. Syngenta admits that Syngenta Crop Protection AG maintains two separate product lines, Seeds and Crop Protection. The remainder of paragraph 16 of the Complaint calls for legal conclusions to which no response is necessary. To the extent an answer is required, Syngenta denies the remaining averments in paragraph 16 of the Complaint.

17. Paragraph 17 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 averments in paragraph 17 of the Complaint.

18. Syngenta admits that certain members of the Syngenta Executive Committee were involved in the decisions to commercialize Viptera and Duracade in the United States after each trait received all necessary approvals, including full deregulation by the U.S. Department of Agriculture. To the extent not specifically admitted, Syngenta denies the remaining averments in paragraph 18 of the Complaint.

19. 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 averments in paragraph 19 of the Complaint.

20. 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 averments in paragraph 20 of the Complaint.

21. 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 averments 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 denies the averments in paragraph 22 of the Complaint.

23. Syngenta denies the averments in paragraph 23 of the Complaint.

FACTUAL ALLEGATIONS

24. Syngenta admits that it develops and obtains patents on its bio-engineered products. 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 averments in paragraph 24 of the Complaint.

25. Syngenta denies the averments in paragraph 25 of the Complaint.

26. Syngenta denies the averments in paragraph 26 of the Complaint.

27. Syngenta denies the averments in paragraph 27 of the Complaint.

28. Syngenta denies the averments in paragraph 28 of the Complaint.

29. Syngenta denies the averments in paragraph 29 of the Complaint.

30. Syngenta admits that certain quoted language in paragraph 30 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.

31. 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 averments in paragraph 31 of the Complaint.

32. 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 averments in paragraph 32 of the Complaint.

33. 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 averments in paragraph 33 of the Complaint.

34. Syngenta admits that paragraph 34 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 averments in paragraph 34 of the Complaint.

35. Syngenta admits that paragraph 35 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 averments in paragraph 35 of the Complaint.

36. Syngenta admits that it is a member of the Biotechnology Innovation Organization (formerly Biotechnology Industry Organization, hereinafter "BIO"), and that paragraph 36 of the Complaint contains a quote from the sources listed in that paragraph, 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 averments in paragraph 36 of the Complaint.

37. Syngenta admits that paragraph 37 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 averments in paragraph 37 of the Complaint.

38. Syngenta admits that paragraph 38 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 averments in paragraph 38 of the Complaint.

39. Syngenta admits that paragraph 39 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 averments in paragraph 39 of the Complaint.

40. Syngenta admits that paragraph 40 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 averments in paragraph 40 of the Complaint.

41. Syngenta admits that paragraph 41 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 averments in paragraph 41 of the Complaint.

42. Syngenta admits that paragraph 42 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 averments in paragraph 42 of the Complaint.

43. 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 averments in paragraph 43 of the Complaint.

44. 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 averments in paragraph 44 of the Complaint.

45. 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 averments in paragraph 45 of the Complaint.

46. Syngenta denies the averments in paragraph 46 of the Complaint.

47. 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 averments in paragraph 47 of the Complaint.

48. Paragraph 48 of the Complaint calls for legal conclusions to which no response is necessary.

49. 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 averments in paragraph 49 of the Complaint.

50. Paragraph 50 of the Complaint calls for legal conclusions to which no response is necessary.

51. Syngenta admits that paragraph 51 of the Complaint 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 51 of the Complaint is necessarily complete or accurate. To the extent not specifically admitted, Syngenta denies the remaining averments in paragraph 51 of the Complaint.

52. 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 multiple states, including Minnesota. To the extent not specifically admitted, Syngenta denies the remaining averments in paragraph 52 of the Complaint.

53. Paragraph 53 of the Complaint calls for legal conclusions to which no response is necessary.

54. 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 averments in paragraph 54 of the Complaint.

55. 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 averments in paragraph 55 of the Complaint.

56. 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 averments in paragraph 56 of the Complaint.

57. Syngenta admits that certain quoted language in paragraph 57 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 averments in paragraph 57 of the Complaint.

58. Syngenta admits that certain quoted language in paragraph 58 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 averments in paragraph 58 of the Complaint.

59. Syngenta admits that certain quoted language in paragraph 59 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 averments in paragraph 59 of the Complaint.

60. Syngenta admits that certain quoted language in paragraph 60 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 averments in paragraph 60 of the Complaint.

61. Syngenta denies the averments in paragraph 61 of the Complaint.

62. Syngenta admits that certain quoted language in paragraph 62 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 averments in paragraph 62 of the Complaint.

63. Syngenta admits growers of its traits sign stewardship agreements. To the extent not specifically admitted, Syngenta denies the remaining averments in paragraph 63 of the Complaint.

64. Syngenta admits that paragraph 64 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 averments in paragraph 64 of the Complaint, and therefore denies them.

65. Syngenta admits the averments in paragraph 65 of the Complaint.

66. Syngenta admits the averments in paragraph 66 of the Complaint.

67. Syngenta admits that paragraph 67 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 averments in paragraph 67 of the Complaint, and therefore denies them.

68. 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 68 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 averments in paragraph 68 of the Complaint.

69. Syngenta admits that certain quoted language in paragraph 69 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 averments in paragraph 69 of the Complaint.

70. Syngenta admits that it first submitted the MIR162 seed-import dossier 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 averments in paragraph 70 of the Complaint.

71. Syngenta admits that China has a regulatory system that will accept an import dossier, but only after a particular trait has first been approved for cultivation in another country. Syngenta denies that China’s regulatory system has ever met the definition of “functioning”

contained in any version of the BIO Policy since that policy's inception. Syngenta further admits that, notwithstanding its lack of transparency and functionality under the BIO definition, the Chinese regulatory system has at times approved certain biotech traits on predictable timelines, but that it no longer does so today. To the extent not specifically admitted, Syngenta denies the averments in paragraph 71 of the Complaint.

72. Syngenta admits the averments in paragraph 72 of the Complaint.

73. Syngenta denies plaintiffs' selective and incomplete characterization of the December 10, 2009 BIO Product Launch Stewardship policy set forth in paragraph 73 of the Complaint.

74. Syngenta denies the averments in paragraph 74 of the Complaint.

75. Syngenta admits that paragraph 75 of the Complaint contains quoted language 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 averments in paragraph 75 of the Complaint.

76. Syngenta admits that it first submitted the MIR162 seed-import dossier 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 averments in paragraph 76 of the Complaint.

77. 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 averments in paragraph 77 of the Complaint.

78. 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 averments in paragraph 78 of the Complaint.

79. Syngenta admits it commercialized Viptera in the United States for the 2011 growing season after obtaining necessary approvals from U.S. regulatory agencies, including deregulation from the Animal, Plant and Health Inspection Service (“APHIS”) of the U.S. Department of Agriculture. Syngenta further admits it that it first submitted the MIR162 seed-import dossier 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 averments in paragraph 79 of the Complaint.

80. Syngenta admits it commercialized Viptera in the United States for the 2011 growing season after obtaining necessary approvals from U.S. regulatory agencies, including deregulation from the Animal, Plant and Health Inspection Service of the U.S. Department of Agriculture. To the extent not specifically admitted, Syngenta denies the remaining averments in paragraph 80 of the Complaint.

81. Syngenta admits that it commercialized Viptera for the 2011 growing season and that numerous resources were available to all parties detailing the countries in which Viptera had and had not yet been approved for import. To the extent not specifically admitted, Syngenta denies the averments in paragraph 81 of the Complaint.

82. Syngenta denies the averments in paragraph 82 of the Complaint.

83. Syngenta admits that paragraph 83 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 averments in paragraph 83 of the Complaint.

84. 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 averments in paragraph 84 of the Complaint.

85. Syngenta admits that the NGFA published a newsletter dated July 14, 2011. To the extent not specifically admitted, Syngenta denies the remaining averments in paragraph 85 of the Complaint.

86. Syngenta admits that there was general discussion and speculation among certain industry groups, including NAEGA, in the fall of 2010 that China, despite historically being a net exporter of corn who for years had imported no U.S. corn at all, had the potential to emerge as a market of some substance for U.S. corn at some point in the future, but denies that NAEGA formally requested Syngenta not to proceed with its planned launch of Viptera for the 2011 growing season. To the extent not specifically admitted, Syngenta denies the remaining averments in paragraph 86 of the Complaint.

87. Syngenta admits that it commercialized Viptera for the 2011 growing season. To the extent not specifically admitted, Syngenta denies the remaining averments in paragraph 87 of the Complaint.

88. 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 88 of the Complaint and as to whether such a meeting as described took place, and therefore denies the averments in paragraph 88 of the Complaint to the extent not specifically admitted.

89. Syngenta admits that paragraph 89 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 averments in paragraph 89 of the Complaint.

90. 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 averments in paragraph 90 of the Complaint.

91. Syngenta admits that paragraph 91 of the Complaint likely references language included in an email sent by Dianne Mayhart to Chuck Lee on January 25, 2011, seeking comment and correction of proposed responses to various questions, but denies that plaintiffs' selective characterization of that draft language is necessarily complete or accurate. To the extent not specifically admitted, Syngenta denies the remaining averments in paragraph 91 of the Complaint.

92. Syngenta admits that paragraph 92 of the Complaint contains a quote taken from "USDA Long-term Projections, February 2011," available at <http://www.ers.usda.gov/media/131929/oc111c.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 averments in paragraph 92 of the Complaint.

93. Syngenta admits that paragraph 93 of the Complaint likely references a statement attributed to former Syngenta CEO Michael Mack during Syngenta's 2010 Full Year Results call, but denies that plaintiffs' selective characterization of that statement is necessarily complete or accurate. To the extent not specifically admitted, Syngenta denies the remaining averments in paragraph 93 of the Complaint.

94. Syngenta denies the averments in paragraph 94 of the Complaint.

95. Syngenta admits that paragraph 95 of the Complaint attempts to quote from a "Risk Management Report" dated June 2010, but punctuation errors throughout the paragraph in plaintiffs' complaint precludes a determination of the precise language plaintiffs attempt to quote. Syngenta denies that plaintiffs' attempted, selective quotation and characterization of that report is complete or accurate. Syngenta further denies that the bracketed words are in the report, and states that plaintiffs' inaccurate editing substantially alters the meaning of the identified document. 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 averments in paragraph 95 of the Complaint.

96. Syngenta admits that paragraph 96 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 averments in paragraph 96 of the Complaint.

97. Syngenta admits that it has the ability to decide when it will commercialize its traits 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 averments in paragraph 97 of the Complaint.

98. Syngenta admits that paragraph 98 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 averments in paragraph 98 of the Complaint.

99. Syngenta admits that the statistic referenced in paragraph 99 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 averments in paragraph 99 of the Complaint.

100. Syngenta denies the averments in paragraph 100 of the Complaint.

101. Syngenta admits that paragraph 101 of the Complaint contains a quote from a news article titled "Corn Imports by China Seen Doubling to Cool Fastest Inflation Since 2008," 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 averments in paragraph 101 of the Complaint.

102. Syngenta admits that paragraph 102 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 averments in paragraph 102 of the Complaint.

103. Syngenta denies the averments in paragraph 103 of the Complaint.

104. Syngenta admits that paragraph 104 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 averments in paragraph 104 of the Complaint.

105. Syngenta admits that paragraph 105 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 averments in paragraph 105 of the Complaint.

106. Syngenta denies the averments in paragraph 106 of the Complaint.

107. Syngenta admits that paragraph 107 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 averments in paragraph 107 of the Complaint.

108. Syngenta admits that paragraph 108 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 averments in paragraph 108 of the Complaint.

109. Syngenta admits that paragraph 109 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 averments in paragraph 109 of the Complaint.

110. Syngenta admits that paragraph 110 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 averments in paragraph 110 of the Complaint.

111. Syngenta admits that paragraph 111 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).

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

113. Syngenta admits that mixing Viptera corn and non-Viptera corn was lawfully possible given that Viptera is a U.S.-approved seed trait that the U.S. government allows to be treated

as fungible yellow corn. Syngenta further admits that mixing Viptera corn and non-Viptera corn may occur when grain elevators, exporters, and others that handle harvested corn fail to take adequate steps to segregate Viptera corn from non-Viptera corn. To the extent not specifically admitted, Syngenta denies the averments in paragraph 113 of the Complaint.

114. Syngenta admits it is aware that certain biotech products launched in the United States can enter export channels if entities such as grain elevators, exporters, and others that handle harvested corn fail to take adequate steps to prevent such from occurring. Syngenta further admits that it received import approval from Japan, Mexico, Korea, Taiwan, and other countries prior to commercialization of MIR162 in the United States, and that its stewardship agreement 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 averments in paragraph 114 of the Complaint.

115. Syngenta denies the averments in paragraph 115 of the Complaint.

116. Syngenta admits that paragraph 116 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 averments in paragraph 116 of the Complaint.

117. Syngenta admits the averments in paragraph 117 of the Complaint.

118. Syngenta admits that the release of “StarLink” corn was the subject of litigation. To the extent not specifically admitted, Syngenta denies the remaining averments in paragraph 118 of the Complaint.

119. Syngenta admits that its MIR162 Deregulation Petition references certain containment protocols, including isolation distances. To the extent not specifically admitted, Syngenta denies the remaining averments in paragraph 119 of the Complaint.

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

121. Syngenta admits that paragraph 121 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 averments in paragraph 121 of the Complaint.

122. Syngenta admits that its “BIO Product Launch Policy Syngenta Implementation Principles” dated November 2007 states that Syngenta “will make available prior to commercialization a reliable detection method or test that enables event identity in the crop.”

123. Syngenta admits that there were email communications among certain Syngenta employees in July of 2010 that discussed detection methods of genetically modified traits. To the extent not specifically admitted, Syngenta denies the remaining averments in paragraph 123 of the Complaint.

124. Syngenta admits that prior to the launch of Viptera it worked with various testing facilities and companies in order to make MIR162 detection methods available to farmers and grain handlers. To the extent not specifically admitted, Syngenta denies the remaining averments in paragraph 124 of the Complaint.

125. 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 averments in paragraph 125 of the Complaint.

126. 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 averments in paragraph 126 of the Complaint.

127. 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 averments in paragraph 127 of the Complaint.

128. Syngenta admits that paragraph 128 of the Complaint likely references an email from Matt Tenhaeff dated September 7, 2011, discussing a farmer’s legal obligations in planting U.S.-approved Viptera seed, but denies that plaintiffs’ characterization of that email is necessarily complete or accurate. To the extent not specifically admitted, Syngenta denies the remaining averments in paragraph 128 of the Complaint.

129. 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 averments in paragraph 129 of the Complaint.

130. Syngenta admits that the statistics referenced in paragraph 130 of the Complaint are reflected in the sources cited in that paragraph. To the extent not specifically admitted, Syngenta denies the remaining averments in paragraph 130 of the Complaint.

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

132. Syngenta admits that paragraph 132 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.

133. Syngenta denies the averments in paragraph 133 of the Complaint.

134. Syngenta denies the averments in paragraph 134 of the Complaint.

135. 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 averments in paragraph 135 of the Complaint.

136. 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 averments in paragraph 136 of the Complaint.

137. 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 averments in paragraph 137 of the Complaint.

138. Syngenta admits that paragraph 138 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 averments in paragraph 138 of the Complaint.

139. Syngenta admits that the March 2011 and May 2011 Stewardship Agreements contain language quoted in paragraph 138 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 averments in paragraph 139 of the Complaint.

140. 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 averments in paragraph 140 of the Complaint.

141. 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 averments in paragraph 141 of the Complaint.

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

143. Syngenta denies the averments in paragraph 143 of the Complaint.

144. Syngenta admits that the BIO Product Launch Stewardship policy cited in paragraph 144 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 averments in paragraph 144 of the Complaint.

145. Syngenta denies the averments in paragraph 145 of the Complaint.

146. Syngenta denies the averments in paragraph 146 of the Complaint.

147. 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 averments in paragraph 147 of the Complaint.

148. Syngenta admits that paragraph 148 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 averments in paragraph 148 of the Complaint.

149. 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 averments in paragraph 149 of the Complaint.

150. 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 averments in paragraph 150 of the Complaint.

151. Syngenta admits that paragraph 151 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 averments in paragraph 151 of the Complaint.

152. 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 averments in paragraph 152 of the Complaint.

153. 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 averments in paragraph 153 of the Complaint.

154. 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 averments in paragraph 154 of the Complaint.

155. 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 averments in paragraph 155 of the Complaint.

156. Syngenta admits that Viptera sales increased from 2011 to 2012. To the extent not specifically admitted, Syngenta denies the remaining averments in paragraph 156 of the Complaint.

157. 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 averments in paragraph 157 of the Complaint or lacks sufficient knowledge or information to form a belief as to the truth of those averments, and therefore denies them.

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

159. Paragraph 159 of the Complaint contains argument, not factual averments to which a response is required. To the extent a response is deemed required, Syngenta denies the averments in paragraph 159 of the Complaint.

160. Syngenta admits that China did not change its official zero-tolerance import requirement threshold in 2011. To the extent not specifically admitted, Syngenta denies the remaining averments in paragraph 160 of the Complaint.

161. Syngenta admits that paragraph 161 of the Complaint contains quoted language from a July 5, 2011 email authored by Sarah Hull, 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 averments in paragraph 161 of the Complaint.

162. Paragraph 162 of the Complaint contains argument, not factual averments to which a response is required. To the extent a response is deemed required, Syngenta denies the averments in paragraph 162 of the Complaint.

163. Syngenta admits paragraph 163 of the Complaint contains quoted language from a memorandum authored by U.S. Grains Council President Tom 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 averments of paragraph 163 of the Complaint.

164. Paragraph 164 of the Complaint contains argument, not factual averments to which a response is required. To the extent a response is deemed required, Syngenta denies the averments in paragraph 164 of the Complaint.

165. Syngenta admits that some of the language quoted in paragraph 165 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 165 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 averments in paragraph 165 of the Complaint, and therefore denies them. To the extent not specifically admitted, Syngenta denies the remaining averments in paragraph 165 of the Complaint.

166. Syngenta admits that paragraph 166 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 averments in paragraph 166 of the Complaint.

167. Syngenta admits that Chuck Lee authored a letter dated August 17, 2011, in which he stated an expectation that Chinese import approval would be received in late March 2012, but denies that Syngenta represented to Producers and Non-Producers that approval "would [be] obtain[ed]" in that time period. To the extent not specifically admitted, Syngenta denies the remaining averments in paragraph 167 of the Complaint.

168. Syngenta admits that paragraph 168 of the Complaint contains quoted language from an email authored by Don Kestel dated November 30, 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 averments in paragraph 168 of the Complaint.

169. Syngenta denies the averments in paragraph 169 of the Complaint.

170. 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 averments in paragraph 170 of the Complaint.

171. Syngenta denies the averments in paragraph 171 of the Complaint.

172. Syngenta admits that paragraph 172 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 averments in paragraph 172 of the Complaint.

173. 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 averments in paragraph 173 of the Complaint.

174. Syngenta admits that the Chinese Ministry of Agriculture issued its first official feedback with questions concerning Syngenta’s import application for Vipitera 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 averments in paragraph 174 of the Complaint.

175. Syngenta admits that, as other companies have done with their traits, Syngenta took initial steps relating to the cultivation approval process in China for MIR162 and a triple stack containing MIR162 by conducting initial field trials in China with the permission of the Chinese government and local Chinese provinces. However, Syngenta denies that it submitted a final cultivation approval dossier for MIR162 or the triple-stack containing MIR162. To the extent not specifically admitted, Syngenta denies the remaining averments in paragraph 175 of the Complaint.

176. 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 averments in paragraph 176 of the Complaint or lacks sufficient knowledge or information to form a belief as to the truth of those averments, and therefore denies them.

177. Syngenta admits that paragraph 177 of the Complaint likely references a document titled “APAC Regulatory Strategy for Cultivation Approval of BtII, GA21, MIR162,” which 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.” To the extent not specifically admitted, Syngenta denies the remaining averments in paragraph 177 of the Complaint.

178. Syngenta denies the averments in paragraph 178 of the Complaint.

179. Syngenta denies the averments in paragraph 179 of the Complaint.

180. Syngenta admits that paragraph 180 of the Complaint likely quotes 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 averments in paragraph 180 of the Complaint.

181. Syngenta denies the averments in paragraph 181 of the Complaint.

182. Syngenta denies the averments in paragraph 182 of the Complaint.

183. Syngenta admits that paragraph 183 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 averments in paragraph 183 of the Complaint.

184. Syngenta admits that paragraph 184 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 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 averments in paragraph 184 of the Complaint.

185. Syngenta denies the averments in paragraph 185 of the Complaint.

186. 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 averments in paragraph 186 of the Complaint.

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

188. 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 averments of paragraph 188 of the Complaint.

189. Syngenta denies the averments in paragraph 189 of the Complaint.

190. Syngenta admits that a document “Plant with Confidence” is available on Syngenta’s website, but denies that plaintiffs’ characterization of that document is complete or accurate. To the extent not specifically admitted, Syngenta denies the remaining averments in paragraph 190 of the Complaint.

191. Syngenta admits that paragraph 191 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 averments in paragraph 191 of the Complaint.

192. Syngenta admits that paragraph 192 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 averments in paragraph 192 of the Complaint.

193. Syngenta admits that paragraph 193 of the Complaint reflects a statistic referenced in the NGFA report dated May 1, 2014, cited in paragraph 193 of the Complaint. To the extent not specifically admitted, Syngenta denies the remaining averments in paragraph 193 of the Complaint.

194. Syngenta admits that paragraph 194 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 averments in paragraph 194 of the Complaint.

195. 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 averments in paragraph 195 of the Complaint.

196. 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 averments in paragraph 196 of the Complaint.

197. 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 averments in paragraph 197 of the Complaint.

198. Syngenta admits that paragraph 198 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 averment in paragraph 198 of the Complaint.

199. Syngenta admits that it marketed Viptera during the 2012 and 2013 growing seasons and that Syngenta’s market share grew during that period. To the extent not specifically admitted, Syngenta denies the remaining averments in paragraph 199 of the Complaint.

200. Syngenta admits that China had not approved Viptera by the end of 2013. Syngenta denies the remaining averments in paragraph 200 of the Complaint.

201. 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 averments in paragraph 201 of the Complaint.

202. Syngenta lacks sufficient knowledge or information to form a belief as to the averments in paragraph 202 of the Complaint, and therefore denies them.

203. Syngenta lacks sufficient knowledge or information to form a belief as to the averments in paragraph 203 of the Complaint, and therefore denies them.

204. Syngenta denies the averments in paragraph 204 of the Complaint.

205. Syngenta lacks sufficient knowledge or information to form a belief as to the averments in paragraph 205 of the Complaint, and therefore denies them.

206. 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 averments in paragraph 206 of the Complaint.

207. 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 averments in paragraph 207 of the Complaint.

208. 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 averments in paragraph 208 of the Complaint.

209. 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 averments in paragraph 209 of the Complaint.

210. 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 averment in paragraph 210 of the Complaint.

211. Syngenta admits that paragraph 211 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 averments in paragraph 211 of the Complaint.

212. 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 averments in paragraph 212 of the Complaint.

213. 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 averments in paragraph 213 of the Complaint.

214. Syngenta admits that paragraph 214 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 averments in paragraph 214 of the Complaint.

215. 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 averments in paragraph 215 of the Complaint.

216. Syngenta admits that paragraph 216 of the Complaint contains quoted language from an NGFA and NAECA 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 averments in paragraph 216 of the Complaint.

217. Syngenta admits that paragraph 217 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 averments in paragraph 217 of the Complaint.

218. 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 averments in paragraph 218 of the Complaint.

219. Syngenta admits that paragraph 219 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 averments in paragraph 219 of the Complaint.

220. Syngenta admits that paragraph 220 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 averments in paragraph 220 of the Complaint.

221. 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 averments in paragraph 221 of the Complaint.

222. Syngenta admits that paragraph 222 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 222 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 averments in paragraph 222 of the Complaint.

223. Syngenta admits that paragraph 223 of the Complaint quotes 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 223 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 averments in paragraph 223 of the Complaint.

224. 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 averments in paragraph 224 of the Complaint.

225. Syngenta admits that paragraph 225 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 averments in paragraph 225 of the Complaint.

226. Syngenta denies the averments in paragraph 226 of the Complaint.

227. Syngenta admits that paragraph 227 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 averments in paragraph 227 of the Complaint.

228. Syngenta denies the averments in paragraph 228 of the Complaint.

229. 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 averments in paragraph 229 of the Complaint.

230. 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 averments in paragraph 230 of the Complaint.

231. 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 denies that a trait called “MIR162 Event 5307” exists and further denies that all Duracade trait stacks contain MIR162. To the extent not specifically admitted, Syngenta denies the remaining averments in paragraph 231 of the Complaint.

232. Syngenta admits the averments in paragraph 232 of the Complaint.

233. 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 averments in paragraph 233 of the Complaint.

234. Syngenta denies the averments in paragraph 234 of the Complaint.

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

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

237. Syngenta denies the averments in paragraph 237 of the Complaint.

238. 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 averments in paragraph 238 of the Complaint or lacks sufficient knowledge or information to form a belief as to the truth of those averments, and therefore denies them.

239. Syngenta denies the averments in paragraph 239 of the Complaint.

240. Syngenta denies the averments in paragraph 240 of the Complaint.

241. Syngenta admits that certain subparts of paragraph 241 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 averments in paragraph 241 of the Complaint.

242. Syngenta admits that paragraph 242 of the Complaint 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 averments in paragraph 242 of the Complaint.

243. Syngenta admits that paragraph 243 of the Complaint 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 averments in paragraph 243 of the Complaint.

244. Syngenta admits that paragraph 244 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 averments in paragraph 244 of the Complaint.

245. Syngenta admits that paragraph 245 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 averments in paragraph 245 of the Complaint.

246. Syngenta admits that the United States is the world's leading exporter of corn. Syngenta further admits that paragraph 246 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 averments in paragraph 246 of the Complaint.

247. 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 averments in paragraph 247 of the Complaint.

248. Syngenta admits that paragraph 248 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 averments in paragraph 248 of the Complaint.

249. Syngenta denies that all of the countries listed in paragraph 249 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 averments in paragraph 249 of the Complaint.

250. Syngenta admits that paragraph 250 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. Indeed, the 2015 version of the 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 averments in paragraph 250 of the Complaint.

251. 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 251 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 averments in paragraph 251 of the Complaint.

252. 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 252 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 averments in paragraph 252 of the Complaint.

253. 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 averments of paragraph 253 of the Complaint.

254. Syngenta admits that the averments in paragraph 254 of the Complaint provide a general overview of grain elevators, but denies that plaintiffs' characterization and purported definition is necessarily complete or accurate.

255. Syngenta admits that the averments in paragraph 255 of the Complaint provide a general overview of "country elevators," but denies that plaintiffs' characterization and purported definition is necessarily complete or accurate.

256. Syngenta admits that paragraph 256 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 averments in paragraph 256 of the Complaint.

257. 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 averments in paragraph 257 of the Complaint.

258. Syngenta lacks sufficient knowledge or information to form a belief as to the truth of the averments in paragraph 258 of the Complaint, and therefore denies them.

259. Syngenta lacks sufficient knowledge or information to form a belief as to the truth of the averments in paragraph 259 of the Complaint, and therefore denies them.

260. Syngenta admits the averments in paragraph 260 of the Complaint.

261. Syngenta lacks sufficient knowledge or information to form a belief as to the truth of the averments in paragraph 261 of the Complaint, and therefore denies them.

262. 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 averments in paragraph 262 of the Complaint, and therefore denies them.

263. Syngenta admits that the averments in paragraph 263 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 averments in paragraph 263 of the Complaint.

264. Syngenta lacks sufficient knowledge or information to form a belief as to the truth of the averments in paragraph 264 of the Complaint, and therefore denies them.

265. Syngenta admits that exporters may purchase and sell corn and DDGS. To the extent not specifically admitted, Syngenta denies the remaining averments contained in paragraph 265 of the Complaint or lacks sufficient knowledge or information to form a belief, and therefore denies them.

266. Syngenta admits that paragraph 266 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 averments in paragraph 266 of the Complaint.

267. Syngenta admits that paragraph 267 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 averments in paragraph 267 of the Complaint.

268. Syngenta admits that paragraph 268 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 averments in paragraph 268 of the Complaint.

269. Syngenta admits that paragraph 269 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 averments in paragraph 269 of the Complaint.

270. Syngenta denies that plaintiffs' selective characterization of export market "trend[s]" is necessarily complete or accurate, and therefore denies the averments in paragraph 270 of the Complaint.

271. Syngenta admits that paragraph 271 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 averments in paragraph 271 of the Complaint.

272. Syngenta admits that paragraph 272 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 averments in paragraph 272 of the Complaint.

273. Syngenta denies the averments in paragraph 273 of the Complaint.

274. Spelling, grammar, and punctuation errors included in paragraph 274 of the Complaint make plaintiffs' precise averments unclear. Based on Syngenta's interpretation of the

intended averments, Syngenta lacks sufficient knowledge or information to form a belief as to the truth of the averments in paragraph 274 of the Complaint, and therefore denies them.

275. Syngenta admits that China is the world's largest importer of biotech soybeans. To the extent not specifically admitted, Syngenta denies the remaining averments in paragraph 275 of the Complaint.

276. 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 averments in paragraph 276 of the Complaint, and therefore denies them.

277. Syngenta admits that China started rejecting United States corn imports in November 2013. To the extent not specifically admitted, Syngenta lacks sufficient knowledge or information to form a belief as to the truth of the remaining averments in paragraph 277 of the Complaint, and therefore denies them.

278. Syngenta admits that paragraph 278 of the Complaint contains information and reported in the cited Reuters article, but denies that article's or plaintiffs' selective characterizations of that information are necessarily complete or accurate. To the extent not specifically admitted, Syngenta denies the remaining averments in paragraph 278 of the Complaint.

279. 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 averments in paragraph 279 of the Complaint.

280. Syngenta admits that paragraph 280 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 averments in paragraph 280 of the Complaint.

281. Syngenta admits that paragraph 281 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 averments in paragraph 281 of the Complaint.

282. Syngenta lacks sufficient knowledge or information to form a belief as to the truth of the averments in paragraph 282 of the Complaint, and therefore denies them.

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

284. Syngenta lacks sufficient knowledge or information to form a belief as to the truth of the averments in paragraph 284 of the Complaint, and therefore denies them.

285. Syngenta lacks sufficient knowledge or information to form a belief as to the truth of the averments in paragraph 285 of the Complaint, and therefore denies them.

286. Syngenta admits that the block quote contained in paragraph 286 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 averments in paragraph 286 of the Complaint.

287. Syngenta lacks sufficient knowledge or information to form a belief as to the truth of the averments in paragraph 287 of the Complaint, and therefore denies them.

288. Syngenta lacks sufficient knowledge or information to form a belief as to the truth of the averments in paragraph 288 of the Complaint, and therefore denies them.

289. Syngenta lacks sufficient knowledge or information to form a belief as to the truth of the averments in paragraph 289 of the Complaint, and therefore denies them.

290. Syngenta denies the averments in paragraph 290 of the Complaint.

291. Syngenta denies the averments in paragraph 291 of the Complaint.

292. Syngenta denies the averments in paragraph 292 of the Complaint.

293. Syngenta denies the averments in paragraph 293 of the Complaint.

294. Syngenta denies the averments in paragraph 294 of the Complaint.

295. Syngenta denies the averments in paragraph 295 of the Complaint.

296. Syngenta denies the averments in paragraph 296 of the Complaint.

297. Syngenta lacks sufficient knowledge or information to form a belief as to the truth of the averments in paragraph 297 of the Complaint, and therefore denies them.

298. Syngenta lacks sufficient knowledge or information to form a belief as to the truth of the averments in paragraph 298 of the Complaint, and therefore denies them.

299. Syngenta denies the averments in paragraph 299 of the Complaint.

CAUSES OF ACTION

300. Syngenta incorporates its responses to paragraphs 1-299 of the Complaint above as if fully restated herein.

301. Syngenta denies the averments in paragraph 301 of the Complaint.

302. Syngenta denies the averments in paragraph 302 of the Complaint.

303. Syngenta denies the averments in paragraph 303 of the Complaint.

304. Syngenta denies the averments in paragraph 304 of the Complaint.

305. Syngenta incorporates its responses to paragraphs 1-299 of the Complaint above as if fully restated herein.

306. Paragraph 306 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 averments in paragraph 306 of the Complaint, and therefore denies them.

307. Paragraph 307 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 averments in paragraph 307 of the Complaint, and therefore denies them.

308. Syngenta denies the averments in paragraph 308 of the Complaint.

309. Syngenta denies the averments in paragraph 309 of the Complaint.

310. Syngenta denies the averments in paragraph 310 of the Complaint.

311. Syngenta denies the averments in paragraph 311 of the Complaint.

312. Syngenta denies the averments in paragraph 312 of the Complaint.

313. Syngenta denies the averments in paragraph 313 of the Complaint.

314. Syngenta incorporates its responses to paragraphs 1-299 of the Complaint above as if fully restated herein.

315. Syngenta denies the averments in paragraph 315 of the Complaint.

316. Syngenta admits that the quoted language in paragraph 316 of the Complaint appears in its application for deregulation of trait MIR162 submitted to the U.S. Department of Agriculture in 2007, and further admits that it submitted the MIR162 seed-import dossier 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 averments in paragraph 316 of the Complaint.

317. Syngenta admits that it submitted the MIR162 seed-import dossier 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 averments in paragraph 317 of the Complaint.

318. Syngenta admits that paragraph 318 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 complete or accurate. To the extent not specifically admitted, Syngenta denies the remaining averments in paragraph 318 of the Complaint.

319. Syngenta denies the averments in paragraph 319 of the Complaint.

320. Syngenta denies the averments in paragraph 320 of the Complaint.

321. Syngenta denies the averments in paragraph 321 of the Complaint.

322. Syngenta admits that it monitors regulatory developments related to its products. To the extent not specifically admitted, Syngenta denies the remaining averments contained in

paragraph 322 of the Complaint or lacks sufficient knowledge or information to form a belief, and therefore denies them.

323. Syngenta admits it is aware of the decisions it makes with respect to the distribution of its products. To the extent not specifically admitted, Syngenta denies the remaining averments contained in paragraph 323 of the Complaint or lacks sufficient knowledge or information to form a belief, and therefore denies them.

324. Syngenta denies the averments in paragraph 324 of the Complaint.

325. Syngenta denies the averments in paragraph 325 of the Complaint.

326. Syngenta denies the averments in paragraph 326 of the Complaint.

327. Syngenta denies the averments in paragraph 327 of the Complaint.

328. Syngenta denies the averments in paragraph 328 of the Complaint.

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

330. Syngenta denies the averments in paragraph 330 of the Complaint.

331. Syngenta denies the averments in paragraph 331 of the Complaint.

332. Syngenta denies the averments in paragraph 332 of the Complaint.

333. Syngenta denies the averments in paragraph 333 of the Complaint.

334. Syngenta denies the averments in paragraph 334 of the Complaint.

335. Syngenta incorporates its responses to paragraphs 1-299 of the Complaint above as if fully restated herein.

336. Syngenta admits that it continues to market and sell corn seed containing MIR162 in accordance with U.S. laws and regulations. To the extent not specifically admitted, Syngenta denies the remaining averments in paragraph 336 of the Complaint.

337. Syngenta admits that its products are available throughout the United States. To the extent not specifically admitted, Syngenta denies the remaining averments in paragraph 337 of the Complaint.

338. Paragraph 338 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 averments in paragraph 338 of the Complaint, and therefore denies them.

339. Paragraph 339 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 averments in paragraph 339 of the Complaint, and therefore denies them.

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

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

342. Syngenta denies the averments in paragraph 342 of the Complaint.

343. Syngenta denies the averments in paragraph 343 of the Complaint.

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

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

346. Syngenta denies the averments in paragraph 346 of the Complaint.

347. Syngenta denies the averments in paragraph 347 of the Complaint.

348. Syngenta incorporates its responses to paragraphs 1-299 of the Complaint above as if fully restated herein.

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

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

351. Syngenta denies the averments in paragraph 351 of the Complaint.

352. Syngenta denies the averments in paragraph 352 of the Complaint.

353. Syngenta incorporates its responses to paragraphs 1-299 of the Complaint above as if fully restated herein.

354. Paragraph 354 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 averments in paragraph 354 of the Complaint, and therefore denies them.

355. Paragraph 355 of the Complaint calls for legal conclusions to which no response is required. To the extent a response is required, Syngenta denies the averments in paragraph 355 of the Complaint.

356. Syngenta denies the averments in paragraph 356 of the Complaint.

357. Syngenta denies the averments in paragraph 357 of the Complaint.

358. Syngenta denies the averments in paragraph 358 of the Complaint.

359. Syngenta denies the averments in paragraph 359 of the Complaint.

360. Syngenta incorporates its responses to paragraphs 1-299 of the Complaint above as if fully restated herein.

361. Syngenta denies the averments in paragraph 361 of the Complaint.

362. Syngenta denies the averments in paragraph 362 of the Complaint.

363. Syngenta denies the averments in paragraph 363 of the Complaint.

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

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

366. Syngenta denies the averments in paragraph 366 of the Complaint.

367. Syngenta denies the averments in paragraph 367 of the Complaint.

368. Syngenta incorporates its responses to paragraphs 1-299 of the Complaint above as if fully restated herein.

369. Paragraph 369 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 averments in paragraph 369 of the Complaint, and therefore denies them.

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 averments 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 averments in paragraph 371 of the Complaint.

372. Syngenta denies the averments in paragraph 372 of the Complaint.

373. Syngenta denies the averments in paragraph 373 of the Complaint.

374. Syngenta denies the averments in paragraph 374 of the Complaint.

375. Syngenta denies the averments in paragraph 375 of the Complaint.

376. Syngenta denies the averments in paragraph 376 of the Complaint.

377. Syngenta incorporates its responses to paragraphs 1-299 of the Complaint above as if fully restated herein.

378. Paragraph 378 of the Complaint calls for legal conclusions to which no response is required.

379. Syngenta denies the averments in paragraph 379 of the Complaint.

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

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

382. Syngenta denies the averments in paragraph 382 of the Complaint.

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

384. Syngenta denies the averments in paragraph 384 of the Complaint.

385. Syngenta admits that paragraph 385 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 complete or accurate. To the extent not specifically admitted, Syngenta denies the remaining averments in paragraph 385 of the Complaint.

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

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

388. Syngenta denies the averments in paragraph 388 of the Complaint.

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

390. Syngenta admits that it monitors regulatory developments related to its products. To the extent not specifically admitted, Syngenta denies the remaining averments contained in paragraph 390 of the Complaint or lacks sufficient knowledge or information to form a belief, and therefore denies them.

391. Syngenta admits it is aware of the decisions it makes with respect to the distribution of its products. To the extent not specifically admitted, Syngenta denies the remaining averments contained in paragraph 391 of the Complaint or lacks sufficient knowledge or information to form a belief, and therefore denies them.

392. Syngenta denies the averments in paragraph 392 of the Complaint.

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

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

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

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

397. Syngenta denies the averments in paragraph 397 of the Complaint.

398. Syngenta denies the averments in paragraph 398 of the Complaint.

399. Syngenta denies the averments in paragraph 399 of the Complaint.

400. Syngenta denies the averments in paragraph 400 of the Complaint.

401. Syngenta incorporates its responses to paragraphs 1-299 of the Complaint above as if fully restated herein.

402. Syngenta denies the averments in paragraph 402 of the Complaint.

403. Syngenta denies the averments in paragraph 403 of the Complaint.

404. Syngenta denies the averments in paragraph 404 of the Complaint.

405. Syngenta denies the averments in paragraph 405 of the Complaint.

406. Syngenta denies the averments in paragraph 406 of the Complaint.

407. Syngenta denies the averments in paragraph 407 of the Complaint.

408. Syngenta denies the averments in paragraph 408 of the Complaint.

409. Syngenta incorporates its responses to paragraphs 1-299 of the Complaint above as if fully restated herein.

410. Paragraph 410 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 averments in paragraph 410 of the Complaint, and therefore denies them.

411. Paragraph 411 of the Complaint calls for legal conclusions to which no response is required. To the extent a response is required, Syngenta denies the averments in paragraph 411 of the Complaint.

412. Syngenta denies the averments in paragraph 412 of the Complaint.

413. Paragraph 413 of the Complaint calls for legal conclusions to which no response is required. To the extent a response is required, Syngenta denies the averments in paragraph 413 of the Complaint.

414. Syngenta denies the averments in paragraph 414 of the Complaint.

415. Syngenta denies the averments in paragraph 415 of the Complaint.

416. Syngenta denies the averments in paragraph 416 of the Complaint.

417. Syngenta denies the averments in paragraph 417 of the Complaint.

418. Syngenta incorporates its responses to paragraphs 1-299 of the Complaint above as if fully restated herein.

419. Paragraph 419 of the Complaint calls for legal conclusions to which no response is required.

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

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

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

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

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

425. Syngenta admits that paragraph 425 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 complete or accurate. To the extent not specifically admitted, Syngenta denies the remaining averments in paragraph 425 of the Complaint.

426. Syngenta denies the averments in paragraph 426 of the Complaint.

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

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

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

430. Syngenta admits that it monitors regulatory developments related to its products.

To the extent not specifically admitted, Syngenta denies the remaining averments contained in paragraph 430 of the Complaint or lacks sufficient knowledge or information to form a belief, and therefore denies them.

431. Syngenta admits it is aware of the decisions it makes with respect to the distribution of its products. To the extent not specifically admitted, Syngenta denies the remaining averments contained in paragraph 431 of the Complaint or lacks sufficient knowledge or information to form a belief, and therefore denies them.

432. Syngenta denies the averments in paragraph 432 of the Complaint.

433. Syngenta denies the averments in paragraph 433 of the Complaint.

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

435. Syngenta denies the averments in paragraph 435 of the Complaint.

436. Syngenta denies the averments in paragraph 436 of the Complaint.

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

438. Syngenta denies the averments in paragraph 438 of the Complaint.

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

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

441. Syngenta incorporates its responses to paragraphs 1-299 of the Complaint above as if fully restated herein.

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

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

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

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

446. Syngenta incorporates its responses to paragraphs 1-299 of the Complaint above as if fully restated herein.

447. Paragraph 447 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 averments in paragraph 447 of the Complaint, and therefore denies them.

448. Paragraph 448 of the Complaint calls for legal conclusions to which no response is required. To the extent a response is required, Syngenta denies the averments in paragraph 448 of the Complaint.

449. Syngenta denies the averments in paragraph 449 of the Complaint.

450. Syngenta denies the averments in paragraph 450 of the Complaint.

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

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

453. Syngenta incorporates its responses to paragraphs 1-299 of the Complaint above as if fully restated herein.

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

455. Syngenta denies the averments in paragraph 455 of the Complaint.

456. Syngenta denies the averments in paragraph 456 of the Complaint.

457. Syngenta denies the averments in paragraph 457 of the Complaint.

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

459. Syngenta denies the averments in paragraph 459 of the Complaint.

460. Syngenta incorporates its responses to paragraphs 1-299 of the Complaint above as if fully restated herein.

461. Paragraph 461 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 averments in paragraph 461 of the Complaint, and therefore denies them.

462. Paragraph 462 of the Complaint calls for legal conclusions to which no response is required. To the extent a response is required, Syngenta denies the averments in paragraph 462 of the Complaint.

463. Syngenta denies the averments in paragraph 463 of the Complaint.

464. Syngenta denies the averments in paragraph 464 of the Complaint.

465. Syngenta denies the averments in paragraph 465 of the Complaint.

466. Syngenta denies the averments in paragraph 466 of the Complaint.

467. Syngenta incorporates its responses to paragraphs 1-299 of the Complaint above as if fully restated herein.

468. Syngenta denies the averments in paragraph 468 of the Complaint.

469. Syngenta denies the averments in paragraph 469 of the Complaint.

470. Syngenta denies the averments in paragraph 470 of the Complaint.

471. Syngenta denies the averments in paragraph 471 of the Complaint.

472. Syngenta incorporates its responses to paragraphs 1-299 of the Complaint above as if fully restated herein.

473. Paragraph 473 of the Complaint calls for legal conclusions to which no response is required.

474. Paragraph 474 of the Complaint calls for legal conclusions to which no response is required.

475. Syngenta denies the averments in paragraph 475 of the Complaint.

476. Syngenta admits that paragraph 476 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 complete or accurate. To the extent not specifically admitted, Syngenta denies the remaining averments in paragraph 476 of the Complaint.

477. Syngenta denies the averments in paragraph 477 of the Complaint.

478. Syngenta denies the averments in paragraph 478 of the Complaint.

479. Syngenta denies the averments in paragraph 479 of the Complaint.

480. Syngenta denies the averments in paragraph 480 of the Complaint.

481. Syngenta admits that it monitors regulatory developments related to its products.

To the extent not specifically admitted, Syngenta denies the remaining averments contained in

paragraph 481 of the Complaint or lacks sufficient knowledge or information to form a belief, and therefore denies them.

482. Syngenta admits it is aware of the decisions it makes with respect to the distribution of its products. To the extent not specifically admitted, Syngenta denies the remaining averments contained in paragraph 482 of the Complaint or lacks sufficient knowledge or information to form a belief, and therefore denies them.

483. Syngenta denies the averments in paragraph 483 of the Complaint.

484. Syngenta denies the averments in paragraph 484 of the Complaint.

485. Syngenta denies the averments in paragraph 485 of the Complaint.

486. Syngenta denies the averments in paragraph 486 of the Complaint.

487. Syngenta denies the averments in paragraph 487 of the Complaint.

488. Syngenta denies the averments in paragraph 488 of the Complaint.

489. Syngenta denies the averments in paragraph 489 of the Complaint.

490. Syngenta denies the averments in paragraph 490 of the Complaint.

491. Syngenta denies the averments in paragraph 491 of the Complaint.

492. Syngenta denies the averments in paragraph 492 of the Complaint.

493. Syngenta incorporates its responses to paragraphs 1-299 of the Complaint above as if fully restated herein.

494. Syngenta denies the averments in paragraph 494 of the Complaint.

495. Syngenta denies the averments in paragraph 495 of the Complaint.

496. Syngenta denies the averments in paragraph 496 of the Complaint.

497. Syngenta denies the averments in paragraph 497 of the Complaint.

498. Syngenta denies the averments in paragraph 498 of the Complaint.

499. Syngenta denies the averments in paragraph 499 of the Complaint.

500. Syngenta denies the averments in paragraph 500 of the Complaint.

501. Syngenta incorporates its responses to paragraphs 1-299 of the Complaint above as if fully restated herein.

502. Paragraph 502 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 averments in paragraph 502 of the Complaint, and therefore denies them.

503. Paragraph 503 of the Complaint calls for legal conclusions to which no response is required. To the extent a response is required, Syngenta denies the averments in paragraph 503 of the Complaint.

504. Syngenta denies the averments in paragraph 504 of the Complaint.

505. Paragraph 505 of the Complaint calls for legal conclusions to which no response is required. To the extent a response is required, Syngenta denies the averments in paragraph 505 of the Complaint.

506. Syngenta denies the averments in paragraph 506 of the Complaint.

507. Syngenta denies the averments in paragraph 507 of the Complaint.

508. Syngenta denies the averments in paragraph 508 of the Complaint.

509. Syngenta denies the averments in paragraph 509 of the Complaint.

510. Syngenta incorporates its responses to paragraphs 1-299 of the Complaint above as if fully restated herein.

511. Paragraph 511 of the Complaint calls for legal conclusions to which no response is required.

512. Syngenta denies the averments in paragraph 512 of the Complaint.

513. Paragraph 513 of the Complaint calls for legal conclusions to which no response is required.

514. Syngenta denies the averments in paragraph 514 of the Complaint.

515. Syngenta denies the averments in paragraph 515 of the Complaint.

516. Syngenta denies the averments in paragraph 516 of the Complaint.

517. Syngenta admits that paragraph 517 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 complete or accurate. To the extent not specifically admitted, Syngenta denies the remaining averments in paragraph 517 of the Complaint.

518. Syngenta denies the averments in paragraph 518 of the Complaint.

519. Syngenta denies the averments in paragraph 519 of the Complaint.

520. Syngenta denies the averments in paragraph 520 of the Complaint.

521. Syngenta denies the averments in paragraph 521 of the Complaint.

522. Syngenta admits that it monitors regulatory developments related to its products. To the extent not specifically admitted, Syngenta denies the remaining averments contained in paragraph 522 of the Complaint or lacks sufficient knowledge or information to form a belief, and therefore denies them.

523. Syngenta admits it is aware of the decisions it makes with respect to the distribution of its products. To the extent not specifically admitted, Syngenta denies the remaining averments contained in paragraph 523 of the Complaint or lacks sufficient knowledge or information to form a belief, and therefore denies them.

524. Syngenta denies the averments in paragraph 524 of the Complaint.

525. Syngenta denies the averments in paragraph 525 of the Complaint.

526. Syngenta denies the averments in paragraph 526 of the Complaint.

527. Syngenta denies the averments in paragraph 527 of the Complaint.

528. Syngenta denies the averments in paragraph 528 of the Complaint.

529. Syngenta denies the averments in paragraph 529 of the Complaint.

530. Syngenta denies the averments in paragraph 530 of the Complaint.

531. Syngenta denies the averments in paragraph 531 of the Complaint.

532. Syngenta denies the averments in paragraph 532 of the Complaint.

533. Syngenta incorporates its responses to paragraphs 1-299 of the Complaint above as if fully restated herein.

534. Syngenta denies the averments in paragraph 534 of the Complaint.

535. Syngenta denies the averments in paragraph 535 of the Complaint.

536. Syngenta denies the averments in paragraph 536 of the Complaint.

537. Syngenta denies the averments in paragraph 537 of the Complaint.

538. Syngenta denies the averments in paragraph 538 of the Complaint.

539. Syngenta denies the averments in paragraph 539 of the Complaint.

540. Syngenta denies the averments in paragraph 540 of the Complaint.

541. Syngenta incorporates its responses to paragraphs 1-299 of the Complaint above as if fully restated herein.

542. Paragraph 542 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 averments in paragraph 542 of the Complaint, and therefore denies them.

543. Paragraph 543 of the Complaint calls for legal conclusions to which no response is required. To the extent a response is required, Syngenta denies the averments in paragraph 543 of the Complaint.

544. Syngenta denies the averments in paragraph 544 of the Complaint.

545. Paragraph 545 of the Complaint calls for legal conclusions to which no response is required. To the extent a response is required, Syngenta denies the averments in paragraph 545 of the Complaint.

546. Syngenta denies the averments in paragraph 546 of the Complaint.

547. Syngenta denies the averments in paragraph 547 of the Complaint.

548. Syngenta denies the averments in paragraph 548 of the Complaint.

549. Syngenta denies the averments in paragraph 549 of the Complaint.

550. Syngenta incorporates its responses to paragraphs 1-299 of the Complaint above as if fully restated herein.

551. Paragraph 551 of the Complaint calls for legal conclusions to which no response is required.

552. Syngenta denies the averments in paragraph 552 of the Complaint.

553. Paragraph 553 of the Complaint calls for legal conclusions to which no response is required.

554. Syngenta denies the averments in paragraph 554 of the Complaint.

555. Syngenta denies the averments in paragraph 555 of the Complaint.

556. Syngenta denies the averments in paragraph 556 of the Complaint.

557. Syngenta denies the averments in paragraph 557 of the Complaint.

558. Syngenta admits that paragraph 558 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 complete or accurate. To the extent not specifically admitted, Syngenta denies the remaining averments in paragraph 558 of the Complaint.

559. Syngenta denies the averments in paragraph 559 of the Complaint.

560. Syngenta denies the averments in paragraph 560 of the Complaint.

561. Syngenta denies the averments in paragraph 561 of the Complaint.

562. Syngenta denies the averments in paragraph 562 of the Complaint.

563. Syngenta admits that it monitors regulatory developments related to its products. To the extent not specifically admitted, Syngenta denies the remaining averments contained in paragraph 563 of the Complaint or lacks sufficient knowledge or information to form a belief, and therefore denies them.

564. Syngenta admits it is aware of the decisions it makes with respect to the distribution of its products. To the extent not specifically admitted, Syngenta denies the remaining averments contained in paragraph 564 of the Complaint or lacks sufficient knowledge or information to form a belief, and therefore denies them.

565. Syngenta denies the averments in paragraph 565 of the Complaint.

566. Syngenta denies the averments in paragraph 566 of the Complaint.

567. Syngenta denies the averments in paragraph 567 of the Complaint.

568. Syngenta denies the averments in paragraph 568 of the Complaint.

569. Syngenta denies the averments in paragraph 569 of the Complaint.

570. Syngenta denies the averments in paragraph 570 of the Complaint.

571. Syngenta denies the averments in paragraph 571 of the Complaint.

572. Syngenta denies the averments in paragraph 572 of the Complaint.

573. Syngenta denies the averments in paragraph 573 of the Complaint.

574. Syngenta incorporates its responses to paragraphs 1-299 of the Complaint above as if fully restated herein.

575. Syngenta denies the averments in paragraph 575 of the Complaint.

576. Syngenta denies the averments in paragraph 576 of the Complaint.

577. Syngenta denies the averments in paragraph 577 of the Complaint.

578. Syngenta denies the averments in paragraph 578 of the Complaint.

579. Syngenta denies the averments in paragraph 579 of the Complaint.

580. Syngenta denies the averments in paragraph 580 of the Complaint.

581. Syngenta denies the averments in paragraph 581 of the Complaint.

582. Syngenta incorporates its responses to paragraphs 1-299 of the Complaint above as if fully restated herein.

583. Paragraph 583 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 averments in paragraph 583 of the Complaint, and therefore denies them.

584. Paragraph 584 of the Complaint calls for legal conclusions to which no response is required. To the extent a response is required, Syngenta denies the averments in paragraph 584 of the Complaint.

585. Paragraph 585 of the Complaint calls for legal conclusions to which no response is required. To the extent a response is required, Syngenta denies the averments in paragraph 585 of the Complaint.

586. Syngenta denies the averments in paragraph 586 of the Complaint.

587. Syngenta denies the averments in paragraph 587 of the Complaint.

588. Syngenta denies the averments in paragraph 588 of the Complaint.

589. Syngenta denies the averments in paragraph 589 of the Complaint.

590. Syngenta incorporates its responses to paragraphs 1-299 of the Complaint above as if fully restated herein.

591. Paragraph 591 of the Complaint calls for legal conclusions to which no response is required.

592. Syngenta denies the averments in paragraph 592 of the Complaint.

593. Paragraph 593 of the Complaint calls for legal conclusions to which no response is required.

594. Syngenta denies the averments in paragraph 594 of the Complaint.

595. Syngenta denies the averments in paragraph 595 of the Complaint.

596. Syngenta denies the averments in paragraph 596 of the Complaint.

597. Syngenta denies the averments in paragraph 597 of the Complaint.

598. Syngenta admits that paragraph 598 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 complete or accurate. To the extent not specifically admitted, Syngenta denies the remaining averments in paragraph 598 of the Complaint.

599. Syngenta denies the averments in paragraph 599 of the Complaint.

600. Syngenta denies the averments in paragraph 600 of the Complaint.

601. Syngenta denies the averments in paragraph 601 of the Complaint.

602. Syngenta denies the averments in paragraph 602 of the Complaint.

603. Syngenta admits that it monitors regulatory developments related to its products.

To the extent not specifically admitted, Syngenta denies the remaining averments contained in paragraph 603 of the Complaint or lacks sufficient knowledge or information to form a belief, and therefore denies them.

604. Syngenta admits it is aware of the decisions it makes with respect to the distribution of its products. To the extent not specifically admitted, Syngenta denies the remaining averments contained in paragraph 604 of the Complaint or lacks sufficient knowledge or information to form a belief, and therefore denies them.

605. Syngenta denies the averments in paragraph 605 of the Complaint.

606. Syngenta denies the averments in paragraph 606 of the Complaint.

607. Syngenta denies the averments in paragraph 607 of the Complaint.

608. Syngenta denies the averments in paragraph 608 of the Complaint.

609. Syngenta denies the averments in paragraph 609 of the Complaint.

610. Syngenta denies the averments in paragraph 610 of the Complaint.

611. Syngenta denies the averments in paragraph 611 of the Complaint.

612. Syngenta denies the averments in paragraph 612 of the Complaint.

613. Syngenta denies the averments in paragraph 613 of the Complaint.

614. Syngenta denies the averments in paragraph 614 of the Complaint.

615. Syngenta incorporates its responses to paragraphs 1-299 of the Complaint above as if fully restated herein.

616. Syngenta denies the averments in paragraph 616 of the Complaint.

617. Syngenta denies the averments in paragraph 617 of the Complaint.

618. Syngenta denies the averments in paragraph 618 of the Complaint.

619. Syngenta denies the averments in paragraph 619 of the Complaint.

620. Syngenta denies the averments in paragraph 620 of the Complaint.

621. Syngenta denies the averments in paragraph 621 of the Complaint.

622. Syngenta denies the averments in paragraph 622 of the Complaint.

623. Syngenta incorporates its responses to paragraphs 1-299 of the Complaint above as if fully restated herein.

624. Paragraph 624 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 averments in paragraph 624 of the Complaint, and therefore denies them.

625. Paragraph 625 of the Complaint calls for legal conclusions to which no response is required. To the extent a response is required, Syngenta denies the averments in paragraph 625 of the Complaint.

626. Paragraph 626 of the Complaint calls for legal conclusions to which no response is required. To the extent a response is required, Syngenta denies the averments in paragraph 626 of the Complaint.

627. Syngenta denies the averments in paragraph 627 of the Complaint.

628. Syngenta denies the averments in paragraph 628 of the Complaint.

629. Syngenta denies the averments in paragraph 629 of the Complaint.

630. Syngenta denies the averments in paragraph 630 of the Complaint.

631. Syngenta incorporates its responses to paragraphs 1-299 of the Complaint above as if fully restated herein.

632. Paragraph 632 of the Complaint calls for legal conclusions to which no response is required.

633. Paragraph 633 of the Complaint calls for legal conclusions to which no response is required.

634. Syngenta denies the averments in paragraph 634 of the Complaint.

635. Paragraph 635 of the Complaint calls for legal conclusions to which no response is required.

636. Paragraph 636 of the Complaint calls for legal conclusions to which no response is required. To the extent a response is required, Syngenta denies the averments in paragraph 636 of the Complaint.

637. Syngenta denies the averments in paragraph 637 of the Complaint.

638. Syngenta denies the averments in paragraph 638 of the Complaint.

639. Syngenta denies the averments in paragraph 639 of the Complaint.

640. Syngenta denies the averments in paragraph 640 of the Complaint.

641. Syngenta admits that paragraph 641 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 complete or accurate. To the extent not specifically admitted, Syngenta denies the remaining averments in paragraph 641 of the Complaint.

642. Syngenta denies the averments in paragraph 642 of the Complaint.

643. Syngenta denies the averments in paragraph 643 of the Complaint.

644. Syngenta denies the averments in paragraph 644 of the Complaint.

645. Syngenta denies the averments in paragraph 645 of the Complaint.

646. Syngenta admits that it monitors regulatory developments related to its products.

To the extent not specifically admitted, Syngenta denies the remaining averments contained in paragraph 646 of the Complaint or lacks sufficient knowledge or information to form a belief, and therefore denies them.

647. Syngenta admits it is aware of the decisions it makes with respect to the distribution of its products. To the extent not specifically admitted, Syngenta denies the remaining averments contained in paragraph 647 of the Complaint or lacks sufficient knowledge or information to form a belief, and therefore denies them.

648. Syngenta denies the averments in paragraph 648 of the Complaint.

649. Syngenta denies the averments in paragraph 649 of the Complaint.

650. Syngenta denies the averments in paragraph 650 of the Complaint.

651. Syngenta denies the averments in paragraph 651 of the Complaint.

652. Syngenta denies the averments in paragraph 652 of the Complaint.

653. Syngenta denies the averments in paragraph 653 of the Complaint.

654. Syngenta denies the averments in paragraph 654 of the Complaint.

655. Syngenta denies the averments in paragraph 655 of the Complaint.

656. Syngenta denies the averments in paragraph 656 of the Complaint.

657. Syngenta incorporates its responses to paragraphs 1-299 of the Complaint above as if fully restated herein.

658. Syngenta denies the averments in paragraph 658 of the Complaint.

659. Syngenta denies the averments in paragraph 659 of the Complaint.

660. Syngenta denies the averments in paragraph 660 of the Complaint.

661. Syngenta denies the averments in paragraph 661 of the Complaint.

662. Syngenta incorporates its responses to paragraphs 1-299 of the Complaint above as if fully restated herein.

663. Paragraph 663 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 averments in paragraph 663 of the Complaint, and therefore denies them.

664. Paragraph 664 of the Complaint calls for legal conclusions to which no response is required. To the extent a response is required, Syngenta denies the averments in paragraph 664 of the Complaint.

665. Syngenta denies the averments in paragraph 665 of the Complaint.

666. Syngenta denies the averments in paragraph 666 of the Complaint.

667. Syngenta denies the averments in paragraph 667 of the Complaint.

668. Syngenta denies the averments in paragraph 668 of the Complaint.

669. Syngenta incorporates its responses to paragraphs 1-299 of the Complaint above as if fully restated herein.

670. Paragraph 670 of the Complaint calls for legal conclusions to which no response is required.

671. Paragraph 671 of the Complaint calls for legal conclusions to which no response is required.

672. Syngenta denies the averments in paragraph 672 of the Complaint.

673. Paragraph 673 of the Complaint calls for legal conclusions to which no response is required.

674. Syngenta denies the averments in paragraph 674 of the Complaint.

675. Syngenta denies the averments in paragraph 675 of the Complaint.

676. Syngenta denies the averments in paragraph 676 of the Complaint.

677. Syngenta denies the averments in paragraph 677 of the Complaint.

678. Syngenta admits that paragraph 678 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 complete or accurate. To the extent not specifically admitted, Syngenta denies the remaining averments in paragraph 678 of the Complaint.

679. Syngenta denies the averments in paragraph 679 of the Complaint.

680. Syngenta denies the averments in paragraph 680 of the Complaint.

681. Syngenta denies the averments in paragraph 681 of the Complaint.

682. Syngenta denies the averments in paragraph 682 of the Complaint.

683. Syngenta admits that it monitors regulatory developments related to its products. To the extent not specifically admitted, Syngenta denies the remaining averments contained in paragraph 683 of the Complaint or lacks sufficient knowledge or information to form a belief, and therefore denies them.

684. Syngenta admits it is aware of the decisions it makes with respect to the distribution of its products. To the extent not specifically admitted, Syngenta denies the

remaining averments contained in paragraph 684 of the Complaint or lacks sufficient knowledge or information to form a belief, and therefore denies them.

685. Syngenta denies the averments in paragraph 685 of the Complaint.

686. Syngenta denies the averments in paragraph 686 of the Complaint.

687. Syngenta denies the averments in paragraph 687 of the Complaint.

688. Syngenta denies the averments in paragraph 688 of the Complaint.

689. Syngenta denies the averments in paragraph 689 of the Complaint.

690. Syngenta denies the averments in paragraph 690 of the Complaint.

691. Syngenta denies the averments in paragraph 691 of the Complaint.

692. Syngenta denies the averments in paragraph 692 of the Complaint.

693. Syngenta denies the averments in paragraph 693 of the Complaint.

694. Syngenta denies the averments in paragraph 694 of the Complaint.

695. Syngenta denies the averments in paragraph 695 of the Complaint.

696. Syngenta incorporates its responses to paragraphs 1-299 of the Complaint above as if fully restated herein.

697. Syngenta denies the averments in paragraph 697 of the Complaint.

698. Syngenta denies the averments in paragraph 698 of the Complaint.

699. Syngenta denies the averments in paragraph 699 of the Complaint.

700. Syngenta denies the averments in paragraph 700 of the Complaint.

701. Syngenta incorporates its responses to paragraphs 1-299 of the Complaint above as if fully restated herein.

702. Paragraph 702 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 averments in paragraph 702 of the Complaint, and therefore denies them.

703. Paragraph 703 of the Complaint calls for legal conclusions to which no response is required. To the extent a response is required, Syngenta denies the averments in paragraph 703 of the Complaint.

704. Syngenta denies the averments in paragraph 704 of the Complaint.

705. Syngenta denies the averments in paragraph 705 of the Complaint.

706. Syngenta denies the averments in paragraph 706 of the Complaint.

707. Syngenta denies the averments in paragraph 707 of the Complaint.

708. Syngenta incorporates its responses to paragraphs 1-299 of the Complaint above as if fully restated herein.

709. Paragraph 709 of the Complaint calls for legal conclusions to which no response is required.

710. Syngenta denies the averments in paragraph 710 of the Complaint.

711. Syngenta denies the averments in paragraph 711 of the Complaint.

712. Syngenta denies the averments in paragraph 712 of the Complaint.

713. Syngenta denies the averments in paragraph 713 of the Complaint.

714. Syngenta incorporates its responses to paragraphs 1-299 of the Complaint above as if fully restated herein.

715. Syngenta denies the averments in paragraph 715 of the Complaint.

716. Syngenta denies the averments in paragraph 716 of the Complaint.

717. Syngenta denies the averments in paragraph 717 of the Complaint.

718. Syngenta denies the averments in paragraph 718 of the Complaint.

719. Syngenta incorporates its responses to paragraphs 1-299 of the Complaint above as if fully restated herein.

720. Paragraph 720 of the Complaint calls for legal conclusions to which no response is required.

721. Syngenta denies the averments in paragraph 721 of the Complaint.

722. Syngenta denies the averments in paragraph 722 of the Complaint.

723. Syngenta denies the averments in paragraph 723 of the Complaint.

724. Syngenta denies the averments in paragraph 724 of the Complaint.

725. Syngenta denies the averments in paragraph 725 of the Complaint.

726. Syngenta denies the averments in paragraph 726 of the Complaint.

727. Paragraph 727 of the Complaint calls for legal conclusions to which no response is required. To the extent a response is required, Syngenta denies the averments in paragraph 727 of the Complaint.

728. Paragraph 728 of the Complaint calls for legal conclusions to which no response is required. To the extent a response is required, Syngenta denies the averments in paragraph 728 of the Complaint.

729. Syngenta denies the averments in paragraph 729 of the Complaint.

730. Syngenta incorporates its responses to paragraphs 1-299 of the Complaint above as if fully restated herein.

731. Syngenta denies the averments in paragraph 731 of the Complaint.

732. Syngenta denies the averments in paragraph 732 of the Complaint.

733. Syngenta denies the averments in paragraph 733 of the Complaint.

734. Syngenta denies the averments in paragraph 734 of the Complaint.

735. Syngenta incorporates its responses to paragraphs 1-299 of the Complaint above as if fully restated herein.

736. Paragraph 736 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 averments in paragraph 736 of the Complaint, and therefore denies them.

737. Paragraph 737 of the Complaint calls for legal conclusions to which no response is required. To the extent a response is required, Syngenta denies the averments in paragraph 737 of the Complaint.

738. Syngenta denies the averments in paragraph 738 of the Complaint.

739. Syngenta denies the averments in paragraph 739 of the Complaint.

740. Syngenta denies the averments in paragraph 740 of the Complaint.

741. Syngenta denies the averments in paragraph 741 of the Complaint.

742. Syngenta incorporates its responses to paragraphs 1-299 of the Complaint above as if fully restated herein.

743. Syngenta denies the averments in paragraph 743 of the Complaint.

744. Syngenta denies the averments in paragraph 744 of the Complaint.

745. Syngenta denies the averments in paragraph 745 of the Complaint.

746. Syngenta denies the averments in paragraph 746 of the Complaint.

747. Syngenta incorporates its responses to paragraphs 1-299 of the Complaint above as if fully restated herein.

748. Syngenta denies the averments in paragraph 748 of the Complaint.

749. Syngenta denies the averments in paragraph 749 of the Complaint.

750. Syngenta denies the averments in paragraph 750 of the Complaint.

751. Syngenta denies the averments in paragraph 751 of the Complaint.

752. Syngenta incorporates its responses to paragraphs 1-299 of the Complaint above as if fully restated herein.

753. Syngenta denies the averments in paragraph 753 of the Complaint.

754. Syngenta denies the averments in paragraph 754 of the Complaint.

755. Syngenta denies the averments in paragraph 755 of the Complaint.

756. Syngenta incorporates its responses to paragraphs 1-299 of the Complaint above as if fully restated herein.

757. Syngenta denies the averments in paragraph 757 of the Complaint.

758. Syngenta denies the averments in paragraph 758 of the Complaint.

759. Syngenta denies the averments in paragraph 759 of the Complaint.

760. Syngenta denies the averments in paragraph 760 of the Complaint.

761. Syngenta incorporates its responses to paragraphs 1-299 of the Complaint above as if fully restated herein.

762. Syngenta denies the averments in paragraph 762 of the Complaint.

763. Syngenta denies the averments in paragraph 763 of the Complaint.

764. Syngenta denies the averments in paragraph 764 of the Complaint.

765. Syngenta denies the averments in paragraph 765 of the Complaint.

766. Syngenta incorporates its responses to paragraphs 1-299 of the Complaint above as if fully restated herein.

767. Syngenta denies the averments in paragraph 767 of the Complaint.

768. Syngenta denies the averments in paragraph 768 of the Complaint.

769. Syngenta denies the averments in paragraph 769 of the Complaint.

770. Syngenta denies the averments in paragraph 770 of the Complaint.

771. Syngenta incorporates its responses to paragraphs 1-299 of the Complaint above as if fully restated herein.

772. Paragraph 772 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 averments in paragraph 772 of the Complaint, and therefore denies them.

773. Paragraph 773 of the Complaint calls for legal conclusions to which no response is required. To the extent a response is required, Syngenta denies the averments in paragraph 773 of the Complaint.

774. Syngenta denies the averments in paragraph 774 of the Complaint.

775. Syngenta denies the averments in paragraph 775 of the Complaint.

776. Syngenta denies the averments in paragraph 776 of the Complaint.

777. Syngenta denies the averments in paragraph 777 of the Complaint.

778. Syngenta incorporates its responses to paragraphs 1-299 of the Complaint above as if fully restated herein.

779. Paragraph 779 of the Complaint calls for legal conclusions to which no response is required.

780. Syngenta denies the averments in paragraph 780 of the Complaint.

781. Paragraph 781 of the Complaint calls for legal conclusions to which no response is required. To the extent a response is required, Syngenta denies the averments in paragraph 781 of the Complaint.

782. Syngenta denies the averments in paragraph 782 of the Complaint.

783. Syngenta denies the averments in paragraph 783 of the Complaint.

784. Syngenta denies the averments in paragraph 784 of the Complaint.

785. Syngenta admits that paragraph 785 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 complete or accurate. To the extent not specifically admitted, Syngenta denies the remaining averments in paragraph 785 of the Complaint.

786. Syngenta denies the averments in paragraph 786 of the Complaint.

787. Syngenta denies the averments in paragraph 787 of the Complaint.

788. Syngenta denies the averments in paragraph 788 of the Complaint.

789. Syngenta denies the averments in paragraph 789 of the Complaint.

790. Syngenta admits that it monitors regulatory developments related to its products. To the extent not specifically admitted, Syngenta denies the remaining averments contained in paragraph 790 of the Complaint or lacks sufficient knowledge or information to form a belief, and therefore denies them.

791. Syngenta admits it is aware of the decisions it makes with respect to the distribution of its products. To the extent not specifically admitted, Syngenta denies the remaining averments contained in paragraph 791 of the Complaint or lacks sufficient knowledge or information to form a belief, and therefore denies them.

792. Syngenta denies the averments in paragraph 792 of the Complaint.

793. Syngenta denies the averments in paragraph 793 of the Complaint.

794. Syngenta denies the averments in paragraph 794 of the Complaint.

795. Syngenta denies the averments in paragraph 795 of the Complaint.

796. Syngenta denies the averments in paragraph 796 of the Complaint.

797. Syngenta denies the averments in paragraph 797 of the Complaint.

798. Syngenta denies the averments in paragraph 798 of the Complaint.

799. Syngenta denies the averments in paragraph 799 of the Complaint.

800. Syngenta denies the averments in paragraph 800 of the Complaint.

801. Syngenta incorporates its responses to paragraphs 1-299 of the Complaint above as if fully restated herein.

802. Syngenta denies the averments in paragraph 802 of the Complaint.

803. Syngenta denies the averments in paragraph 803 of the Complaint.

804. Syngenta denies the averments in paragraph 804 of the Complaint.

805. Syngenta denies the averments in paragraph 805 of the Complaint.

806. Syngenta incorporates its responses to paragraphs 1-299 of the Complaint above as if fully restated herein.

807. Paragraph 807 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 averments in paragraph 807 of the Complaint, and therefore denies them.

808. Paragraph 808 of the Complaint calls for legal conclusions to which no response is required. To the extent a response is required, Syngenta denies the averments in paragraph 808 of the Complaint.

809. Syngenta denies the averments in paragraph 809 of the Complaint.

810. Syngenta denies the averments in paragraph 810 of the Complaint.

811. Syngenta denies the averments in paragraph 811 of the Complaint.

812. Syngenta denies the averments in paragraph 812 of the Complaint.

813. Syngenta incorporates its responses to paragraphs 1-299 of the Complaint above as if fully restated herein.

814. Syngenta denies the averments in paragraph 814 of the Complaint.

815. Syngenta denies the averments in paragraph 815 of the Complaint.

816. Syngenta denies the averments in paragraph 816 of the Complaint.

817. Syngenta denies the averments in paragraph 817 of the Complaint.

818. Syngenta denies the averments in paragraph 818 of the Complaint.

819. Syngenta incorporates its responses to paragraphs 1-299 of the Complaint above as if fully restated herein.

820. Syngenta denies the averments in paragraph 820 of the Complaint.

821. Syngenta denies the averments in paragraph 821 of the Complaint.

822. Syngenta denies the averments in paragraph 822 of the Complaint.

823. Syngenta denies the averments in paragraph 823 of the Complaint.

824. Syngenta incorporates its responses to paragraphs 1-299 of the Complaint above as if fully restated herein.

825. Paragraph 825 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 averments in paragraph 825 of the Complaint, and therefore denies them.

826. Paragraph 826 of the Complaint calls for legal conclusions to which no response is required. To the extent a response is required, Syngenta denies the averments in paragraph 826 of the Complaint.

827. Syngenta denies the averments in paragraph 827 of the Complaint.

828. Syngenta denies the averments in paragraph 828 of the Complaint.

829. Syngenta denies the averments in paragraph 829 of the Complaint.

830. Syngenta denies the averments in paragraph 830 of the Complaint.

831. Syngenta denies the averments in paragraph 831 of the Complaint.

832. Syngenta incorporates its responses to paragraphs 1-299 of the Complaint above as if fully restated herein.

833. Paragraph 833 of the Complaint calls for legal conclusions to which no response is required.

834. Syngenta denies the averments in paragraph 834 of the Complaint.

835. Syngenta denies the averments in paragraph 835 of the Complaint.

836. Syngenta admits that paragraph 836 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 complete or accurate. To the extent not specifically admitted, Syngenta denies the remaining averments in paragraph 836 of the Complaint.

837. Syngenta denies the averments in paragraph 837 of the Complaint.

838. Syngenta denies the averments in paragraph 838 of the Complaint.

839. Syngenta denies the averments in paragraph 839 of the Complaint.

840. Syngenta denies the averments in paragraph 840 of the Complaint.

841. Syngenta denies the averments in paragraph 841 of the Complaint.

842. Syngenta denies the averments in paragraph 842 of the Complaint.

843. Syngenta denies the averments in paragraph 843 of the Complaint.

844. Syngenta denies the averments in paragraph 844 of the Complaint.

845. Syngenta denies the averments in paragraph 845 of the Complaint.

846. Syngenta denies the averments in paragraph 846 of the Complaint.

847. Syngenta denies the averments in paragraph 847 of the Complaint.

848. Syngenta incorporates its responses to paragraphs 1-299 of the Complaint above as if fully restated herein.

849. Syngenta denies the averments in paragraph 849 of the Complaint.

850. Syngenta denies the averments in paragraph 850 of the Complaint.

851. Syngenta denies the averments in paragraph 851 of the Complaint.

852. Syngenta denies the averments in paragraph 852 of the Complaint.

853. Syngenta incorporates its responses to paragraphs 1-299 of the Complaint above as if fully restated herein.

854. Syngenta denies the averments in paragraph 854 of the Complaint.

855. Syngenta denies the averments in paragraph 855 of the Complaint.

856. Syngenta denies the averments in paragraph 856 of the Complaint.

857. Syngenta denies the averments in paragraph 857 of the Complaint.

858. Syngenta incorporates its responses to paragraphs 1-299 of the Complaint above as if fully restated herein.

859. Syngenta denies the averments in paragraph 859 of the Complaint.

860. Syngenta denies the averments in paragraph 860 of the Complaint.

861. Syngenta denies the averments in paragraph 861 of the Complaint.

862. Syngenta denies the averments in paragraph 862 of the Complaint.

863. Syngenta incorporates its responses to paragraphs 1-299 of the Complaint above as if fully restated herein.

864. Paragraph 864 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 averments in paragraph 864 of the Complaint, and therefore denies them.

865. Paragraph 865 of the Complaint calls for legal conclusions to which no response is required. To the extent a response is required, Syngenta denies the averments in paragraph 865 of the Complaint.

866. Syngenta denies the averments in paragraph 866 of the Complaint.

867. Syngenta denies the averments in paragraph 867 of the Complaint.

868. Syngenta denies the averments in paragraph 868 of the Complaint.

869. Syngenta denies the averments in paragraph 869 of the Complaint.

870. Syngenta denies the averments in paragraph 870 of the Complaint.

871. Syngenta incorporates its responses to paragraphs 1-299 of the Complaint above as if fully restated herein.

872. Syngenta denies the averments in paragraph 872 of the Complaint.

873. Syngenta denies the averments in paragraph 873 of the Complaint.

874. Syngenta denies the averments in paragraph 874 of the Complaint.

875. Syngenta denies the averments in paragraph 875 of the Complaint.

876. Syngenta incorporates its responses to paragraphs 1-299 of the Complaint above as if fully restated herein.

877. Paragraph 877 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 averments in paragraph 877 of the Complaint, and therefore denies them.

878. Syngenta denies the averments in paragraph 878 of the Complaint.

879. Syngenta denies the averments in paragraph 879 of the Complaint.

880. Syngenta denies the averments in paragraph 880 of the Complaint.

881. Syngenta incorporates its responses to paragraphs 1-299 of the Complaint above as if fully restated herein.

882. Syngenta denies the averments in paragraph 882 of the Complaint.

883. Syngenta denies the averments in paragraph 883 of the Complaint.

884. Syngenta denies the averments in paragraph 884 of the Complaint.

885. Syngenta denies the averments in paragraph 885 of the Complaint.

886. Syngenta incorporates its responses to paragraphs 1-299 of the Complaint above as if fully restated herein.

887. Paragraph 887 of the Complaint calls for legal conclusions to which no response is required.

888. Syngenta denies the averments in paragraph 888 of the Complaint.

889. Syngenta denies the averments in paragraph 889 of the Complaint.

890. Syngenta admits that paragraph 890 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 complete or accurate. To the extent not specifically admitted, Syngenta denies the remaining averments in paragraph 890 of the Complaint.

891. Syngenta denies the averments in paragraph 891 of the Complaint.

892. Syngenta denies the averments in paragraph 892 of the Complaint.

893. Syngenta denies the averments in paragraph 893 of the Complaint.

894. Syngenta denies the averments in paragraph 894 of the Complaint.

895. Syngenta denies the averments in paragraph 895 of the Complaint.

896. Syngenta denies the averments in paragraph 896 of the Complaint.

897. Syngenta denies the averments in paragraph 897 of the Complaint.

898. Syngenta denies the averments in paragraph 898 of the Complaint.

899. Syngenta denies the averments in paragraph 899 of the Complaint.

900. Syngenta denies the averments in paragraph 900 of the Complaint.

901. Syngenta denies the averments in paragraph 901 of the Complaint.

902. Syngenta incorporates its responses to paragraphs 1-299 of the Complaint above as if fully restated herein.

903. Syngenta denies the averments in paragraph 903 of the Complaint.

904. Syngenta denies the averments in paragraph 904 of the Complaint.

905. Syngenta denies the averments in paragraph 905 of the Complaint.

906. Syngenta denies the averments in paragraph 906 of the Complaint.

907. Syngenta incorporates its responses to paragraphs 1-299 of the Complaint above as if fully restated herein.

908. Paragraph 908 of the Complaint calls for legal conclusions to which no response is required.

909. Syngenta denies the averments in paragraph 909 of the Complaint.

910. Syngenta denies the averments in paragraph 910 of the Complaint.

911. Syngenta admits that paragraph 911 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 complete or accurate. To the extent not specifically admitted, Syngenta denies the remaining averments in paragraph 911 of the Complaint.

912. Syngenta denies the averments in paragraph 912 of the Complaint.

913. Syngenta denies the averments in paragraph 913 of the Complaint.

914. Syngenta denies the averments in paragraph 914 of the Complaint.

915. Syngenta denies the averments in paragraph 915 of the Complaint.

916. Syngenta denies the averments in paragraph 916 of the Complaint.

917. Syngenta denies the averments in paragraph 917 of the Complaint.

918. Syngenta denies the averments in paragraph 918 of the Complaint.

919. Syngenta denies the averments in paragraph 919 of the Complaint.

920. Syngenta denies the averments in paragraph 920 of the Complaint.

921. Syngenta denies the averments in paragraph 921 of the Complaint.

922. Syngenta denies the averments in paragraph 922 of the Complaint.

923. Syngenta incorporates its responses to paragraphs 1-299 of the Complaint above as if fully restated herein.

924. Paragraph 924 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 averments in paragraph 924 of the Complaint, and therefore denies them.

925. Paragraph 925 of the Complaint calls for legal conclusions to which no response is required. To the extent a response is required, Syngenta denies the averments in paragraph 925 of the Complaint.

926. Syngenta denies the averments in paragraph 926 of the Complaint.

927. Syngenta denies the averments in paragraph 927 of the Complaint.

928. Syngenta denies the averments in paragraph 928 of the Complaint.

929. Syngenta denies the averments in paragraph 929 of the Complaint.

930. Syngenta denies the averments in paragraph 930 of the Complaint.

931. Syngenta incorporates its responses to paragraphs 1-299 of the Complaint above as if fully restated herein.

932. Syngenta denies the averments in paragraph 932 of the Complaint.

933. Syngenta denies the averments in paragraph 933 of the Complaint.

934. Syngenta denies the averments in paragraph 934 of the Complaint.

935. Syngenta denies the averments in paragraph 935 of the Complaint.

936. Syngenta incorporates its responses to paragraphs 1-299 of the Complaint above as if fully restated herein.

937. Paragraph 937 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 averments in paragraph 937 of the Complaint, and therefore denies them.

938. Syngenta denies the averments in paragraph 938 of the Complaint.

939. Paragraph 939 of the Complaint calls for legal conclusions to which no response is required. To the extent a response is required, Syngenta denies the averments in paragraph 939 of the Complaint.

940. Syngenta denies the averments in paragraph 940 of the Complaint.

941. Syngenta denies the averments in paragraph 941 of the Complaint.

942. Syngenta denies the averments in paragraph 942 of the Complaint.

943. Syngenta denies the averments in paragraph 943 of the Complaint.

944. Syngenta denies the averments in paragraph 944 of the Complaint.

945. Syngenta incorporates its responses to paragraphs 1-299 of the Complaint above as if fully restated herein.

946. Paragraph 946 of the Complaint calls for legal conclusions to which no response is required.

947. Paragraph 947 of the Complaint calls for legal conclusions to which no response is required.

948. Syngenta denies the averments in paragraph 948 of the Complaint.

949. Syngenta denies the averments in paragraph 949 of the Complaint.

950. Paragraph 950 of the Complaint calls for legal conclusions to which no response is required. To the extent a response is required, Syngenta denies the averments in paragraph 950 of the Complaint.

951. Syngenta denies the averments in paragraph 951 of the Complaint.

952. Syngenta denies the averments in paragraph 952 of the Complaint.

953. Syngenta incorporates its responses to paragraphs 1-299 of the Complaint above as if fully restated herein.

954. Syngenta denies the averments in paragraph 954 of the Complaint.

955. Syngenta denies the averments in paragraph 955 of the Complaint.

956. Syngenta denies the averments in paragraph 956 of the Complaint.

957. Syngenta denies the averments in paragraph 957 of the Complaint.

958. Syngenta incorporates its responses to paragraphs 1-299 of the Complaint above as if fully restated herein.

959. Paragraph 959 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 averments in paragraph 959 of the Complaint, and therefore denies them.

960. Paragraph 960 of the Complaint calls for legal conclusions to which no response is required. To the extent a response is required, Syngenta denies the averments in paragraph 960 of the Complaint.

961. Syngenta denies the averments in paragraph 961 of the Complaint.

962. Syngenta denies the averments in paragraph 962 of the Complaint.

963. Syngenta denies the averments in paragraph 963 of the Complaint.

964. Syngenta denies the averments in paragraph 964 of the Complaint.

965. Syngenta denies the averments in paragraph 965 of the Complaint.

966. Syngenta denies the averments in paragraph 966 of the Complaint.

967. Syngenta incorporates its responses to paragraphs 1-299 of the Complaint above as if fully restated herein.

968. Paragraph 968 of the Complaint calls for legal conclusions to which no response is required.

969. Syngenta denies the averments in paragraph 969 of the Complaint.

970. Syngenta denies the averments in paragraph 970 of the Complaint.

971. Syngenta admits that paragraph 971 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 complete or accurate. To the extent not specifically admitted, Syngenta denies the remaining averments in paragraph 971 of the Complaint.

972. Syngenta denies the averments in paragraph 972 of the Complaint.

973. Syngenta denies the averments in paragraph 973 of the Complaint.

974. Syngenta denies the averments in paragraph 974 of the Complaint.

975. Syngenta denies the averments in paragraph 975 of the Complaint.

976. Syngenta denies the averments in paragraph 976 of the Complaint.

977. Syngenta denies the averments in paragraph 977 of the Complaint.

978. Syngenta denies the averments in paragraph 978 of the Complaint.

979. Syngenta denies the averments in paragraph 979 of the Complaint.

980. Syngenta denies the averments in paragraph 980 of the Complaint.

981. Syngenta denies the averments in paragraph 981 of the Complaint.

982. Syngenta denies the averments in paragraph 982 of the Complaint.

983. Syngenta incorporates its responses to paragraphs 1-299 of the Complaint above as if fully restated herein.

984. Syngenta denies the averments in paragraph 984 of the Complaint.

985. Syngenta denies the averments in paragraph 985 of the Complaint.

986. Syngenta denies the averments in paragraph 986 of the Complaint.

987. Syngenta denies the averments in paragraph 987 of the Complaint.

988. Syngenta incorporates its responses to paragraphs 1-299 of the Complaint above as if fully restated herein.

989. Paragraph 989 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 averments in paragraph 989 of the Complaint, and therefore denies them.

990. Paragraph 990 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 averments in paragraph 990 of the Complaint, and therefore denies them.

991. Paragraph 991 of the Complaint calls for legal conclusions to which no response is required. To the extent a response is required, Syngenta denies the averments in paragraph 991 of the Complaint.

992. Syngenta denies the averments in paragraph 992 of the Complaint.

993. Syngenta denies the averments in paragraph 993 of the Complaint.

994. Syngenta denies the averments in paragraph 994 of the Complaint.

995. Syngenta denies the averments in paragraph 995 of the Complaint.

996. Syngenta denies the averments in paragraph 996 of the Complaint.

997. Syngenta incorporates its responses to paragraphs 1-299 of the Complaint above as if fully restated herein.

998. Paragraph 998 of the Complaint calls for legal conclusions to which no response is required.

999. Paragraph 999 of the Complaint calls for legal conclusions to which no response is required.

1000. Syngenta denies the averments in paragraph 1000 of the Complaint.

1001. Syngenta denies the averments in paragraph 1001 of the Complaint.

1002. Syngenta admits that paragraph 1002 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 complete or accurate. To the extent not specifically admitted, Syngenta denies the remaining averments in paragraph 1002 of the Complaint.

1003. Syngenta denies the averments in paragraph 1003 of the Complaint.

1004. Syngenta denies the averments in paragraph 1004 of the Complaint.

1005. Syngenta denies the averments in paragraph 1005 of the Complaint.

1006. Syngenta admits that it monitors regulatory developments related to its products. To the extent not specifically admitted, Syngenta denies the remaining averments contained in paragraph 1006 of the Complaint or lacks sufficient knowledge or information to form a belief, and therefore denies them.

1007. Syngenta admits it is aware of the decisions it makes with respect to the distribution of its products. To the extent not specifically admitted, Syngenta denies the

remaining averments contained in paragraph 1007 of the Complaint or lacks sufficient knowledge or information to form a belief, and therefore denies them.

1008. Syngenta denies the averments in paragraph 1008 of the Complaint.

1009. Syngenta denies the averments in paragraph 1009 of the Complaint.

1010. Syngenta denies the averments in paragraph 1010 of the Complaint.

1011. Syngenta denies the averments in paragraph 1011 of the Complaint.

1012. Syngenta denies the averments in paragraph 1012 of the Complaint.

1013. Syngenta denies the averments in paragraph 1013 of the Complaint.

1014. Syngenta denies the averments in paragraph 1014 of the Complaint.

1015. Syngenta incorporates its responses to paragraphs 1-299 of the Complaint above as if fully restated herein.

1016. Syngenta denies the averments in paragraph 1016 of the Complaint.

1017. Syngenta denies the averments in paragraph 1017 of the Complaint.

1018. Syngenta denies the averments in paragraph 1018 of the Complaint.

1019. Syngenta denies the averments in paragraph 1019 of the Complaint.

1020. Syngenta incorporates its responses to paragraphs 1-299 of the Complaint above as if fully restated herein.

1021. Paragraph 1021 of the Complaint calls for legal conclusions to which no response is required.

1022. Syngenta denies the averments in paragraph 1022 of the Complaint.

1023. Syngenta denies the averments in paragraph 1023 of the Complaint.

1024. Syngenta denies the averments in paragraph 1024 of the Complaint.

1025. Syngenta denies the averments in paragraph 1025 of the Complaint.

1026. Syngenta denies the averments in paragraph 1026 of the Complaint.

1027. Syngenta denies the averments in paragraph 1027 of the Complaint.

1028. Syngenta incorporates its responses to paragraphs 1-299 of the Complaint above as if fully restated herein.

1029. Syngenta denies the averments in paragraph 1029 of the Complaint.

1030. Syngenta denies the averments in paragraph 1030 of the Complaint.

1031. Syngenta denies the averments in paragraph 1031 of the Complaint.

1032. Syngenta denies the averments in paragraph 1032 of the Complaint.

1033. Syngenta incorporates its responses to paragraphs 1-299 of the Complaint above as if fully restated herein.

1034. Paragraph 1034 of the Complaint calls for legal conclusions to which no response is required.

1035. Paragraph 1035 of the Complaint calls for legal conclusions to which no response is required.

1036. Paragraph 1036 of the Complaint calls for legal conclusions to which no response is required.

1037. Syngenta denies the averments in paragraph 1037 of the Complaint.

1038. Syngenta denies the averments in paragraph 1038 of the Complaint.

1039. Paragraph 1039 of the Complaint calls for legal conclusions to which no response is required. To the extent a response is required, Syngenta denies the averments in paragraph 1039 of the Complaint.

1040. Syngenta denies the averments in paragraph 1040 of the Complaint.

1041. Syngenta denies the averments in paragraph 1041 of the Complaint.

1042. Syngenta denies the averments in paragraph 1042 of the Complaint.

1043. Syngenta incorporates its responses to paragraphs 1-299 of the Complaint above as if fully restated herein.

1044. Syngenta denies the averments in paragraph 1044 of the Complaint.

1045. Syngenta denies the averments in paragraph 1045 of the Complaint.

1046. Syngenta denies the averments in paragraph 1046 of the Complaint.

1047. Syngenta denies the averments in paragraph 1047 of the Complaint.

1048. Syngenta incorporates its responses to paragraphs 1-299 of the Complaint above as if fully restated herein.

1049. Paragraph 1049 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 averments in paragraph 1049 of the Complaint, and therefore denies them.

1050. Paragraph 1050 of the Complaint calls for legal conclusions to which no response is required. To the extent a response is required, Syngenta denies the averments in paragraph 1050 of the Complaint.

1051. Syngenta denies the averments in paragraph 1051 of the Complaint.

1052. Syngenta denies the averments in paragraph 1052 of the Complaint.

1053. Syngenta denies the averments in paragraph 1053 of the Complaint.

1054. Syngenta denies the averments in paragraph 1054 of the Complaint.

1055. Syngenta incorporates its responses to paragraphs 1-299 of the Complaint above as if fully restated herein.

1056. Paragraph 1056 of the Complaint calls for legal conclusions to which no response is required.

1057. Syngenta denies the averments in paragraph 1057 of the Complaint.

1058. Syngenta denies the averments in paragraph 1058 of the Complaint.

1059. Syngenta admits that paragraph 1059 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 complete or accurate. To the extent not specifically admitted, Syngenta denies the remaining averments in paragraph 1059 of the Complaint.

1060. Syngenta denies the averments in paragraph 1060 of the Complaint.

1061. Syngenta denies the averments in paragraph 1061 of the Complaint.

1062. Syngenta denies the averments in paragraph 1062 of the Complaint.

1063. Syngenta admits that it monitors regulatory developments related to its products. To the extent not specifically admitted, Syngenta denies the remaining averments contained in paragraph 1063 of the Complaint or lacks sufficient knowledge or information to form a belief, and therefore denies them.

1064. Syngenta admits it is aware of the decisions it makes with respect to the distribution of its products. To the extent not specifically admitted, Syngenta denies the remaining averments contained in paragraph 1064 of the Complaint or lacks sufficient knowledge or information to form a belief, and therefore denies them.

1065. Syngenta denies the averments in paragraph 1065 of the Complaint.

1066. Syngenta denies the averments in paragraph 1066 of the Complaint.

1067. Syngenta denies the averments in paragraph 1067 of the Complaint.

1068. Syngenta denies the averments in paragraph 1068 of the Complaint.

1069. Syngenta denies the averments in paragraph 1069 of the Complaint.

1070. Syngenta denies the averments in paragraph 1070 of the Complaint.

1071. Syngenta denies the averments in paragraph 1071 of the Complaint.

1072. Syngenta denies the averments in paragraph 1072 of the Complaint.

1073. Syngenta incorporates its responses to paragraphs 1-299 of the Complaint above as if fully restated herein.

1074. Syngenta denies the averments in paragraph 1074 of the Complaint.

1075. Syngenta denies the averments in paragraph 1075 of the Complaint.

1076. Syngenta denies the averments in paragraph 1076 of the Complaint.

1077. Syngenta denies the averments in paragraph 1077 of the Complaint.

1078. Syngenta incorporates its responses to paragraphs 1-299 of the Complaint above as if fully restated herein.

1079. Syngenta denies the averments in paragraph 1079 of the Complaint.

1080. Syngenta denies the averments in paragraph 1080 of the Complaint.

1081. Syngenta denies the averments in paragraph 1081 of the Complaint.

1082. Syngenta denies the averments in paragraph 1082 of the Complaint.

1083. Syngenta incorporates its responses to paragraphs 1-299 of the Complaint above as if fully restated herein.

1084. Paragraph 1084 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 averments in paragraph 1084 of the Complaint, and therefore denies them.

1085. Paragraph 1085 of the Complaint calls for legal conclusions to which no response is required. To the extent a response is required, Syngenta denies the averments in paragraph 1085 of the Complaint.

1086. Syngenta denies the averments in paragraph 1086 of the Complaint.

1087. Syngenta denies the averments in paragraph 1087 of the Complaint.

1088. Syngenta denies the averments in paragraph 1088 of the Complaint.

1089. Syngenta denies the averments in paragraph 1089 of the Complaint.

1090. Syngenta incorporates its responses to paragraphs 1-299 of the Complaint above as if fully restated herein.

1091. Syngenta denies the averments in paragraph 1091 of the Complaint.

1092. Syngenta denies the averments in paragraph 1092 of the Complaint.

1093. Syngenta denies the averments in paragraph 1093 of the Complaint.

1094. Syngenta denies the averments in paragraph 1094 of the Complaint.

1095. Syngenta denies the averments in paragraph 1095 of the Complaint.

1096. Syngenta incorporates its responses to paragraphs 1-299 of the Complaint above as if fully restated herein.

1097. Paragraph 1097 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 averments in paragraph 1097 of the Complaint, and therefore denies them.

1098. Syngenta denies the averments in paragraph 1098 of the Complaint.

1099. Paragraph 1099 of the Complaint calls for legal conclusions to which no response is required. To the extent a response is required, Syngenta denies the averments in paragraph 1099 of the Complaint.

1100. Syngenta denies the averments in paragraph 1100 of the Complaint.

1101. Syngenta denies the averments in paragraph 1101 of the Complaint.

1102. Syngenta denies the averments in paragraph 1102 of the Complaint.

1103. Syngenta denies the averments in paragraph 1103 of the Complaint.

1104. Syngenta incorporates its responses to paragraphs 1-299 of the Complaint above as if fully restated herein.

1105. Syngenta denies the averments in paragraph 1105 of the Complaint.

1106. Syngenta denies the averments in paragraph 1106 of the Complaint.

1107. Syngenta denies the averments in paragraph 1107 of the Complaint.

1108. Syngenta denies the averments in paragraph 1108 of the Complaint.

1109. Syngenta denies the averments in paragraph 1109 of the Complaint.

1110. Syngenta incorporates its responses to paragraphs 1-299 of the Complaint above as if fully restated herein.

1111. Paragraph 1111 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 averments in paragraph 1111 of the Complaint, and therefore denies them.

1112. Syngenta denies the averments in paragraph 1112 of the Complaint.

1113. Paragraph 1113 of the Complaint calls for legal conclusions to which no response is required. To the extent a response is required, Syngenta denies the averments in paragraph 1113 of the Complaint.

1114. Syngenta denies the averments in paragraph 1114 of the Complaint.

1115. Syngenta denies the averments in paragraph 1115 of the Complaint.

1116. Syngenta denies the averments in paragraph 1116 of the Complaint.

1117. Syngenta denies the averments in paragraph 1117 of the Complaint.

1118. Syngenta incorporates its responses to paragraphs 1-299 of the Complaint above as if fully restated herein.

1119. Paragraph 1119 of the Complaint calls for legal conclusions to which no response is required.

1120. Paragraph 1120 of the Complaint calls for legal conclusions to which no response is required.

1121. Syngenta denies the averments in paragraph 1121 of the Complaint.

1122. Syngenta denies the averments in paragraph 1122 of the Complaint.

1123. Syngenta admits that paragraph 1123 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 complete or accurate. To the extent not specifically admitted, Syngenta denies the remaining averments in paragraph 1123 of the Complaint.

1124. Syngenta denies the averments in paragraph 1124 of the Complaint.

1125. Syngenta denies the averments in paragraph 1125 of the Complaint.

1126. Syngenta denies the averments in paragraph 1126 of the Complaint.

1127. Syngenta denies the averments in paragraph 1127 of the Complaint.

1128. Syngenta admits that it monitors regulatory developments related to its products.

To the extent not specifically admitted, Syngenta denies the remaining averments contained in paragraph 1128 of the Complaint or lacks sufficient knowledge or information to form a belief, and therefore denies them.

1129. Syngenta admits it is aware of the decisions it makes with respect to the distribution of its products. To the extent not specifically admitted, Syngenta denies the remaining averments contained in paragraph 1129 of the Complaint or lacks sufficient knowledge or information to form a belief, and therefore denies them.

1130. Syngenta denies the averments in paragraph 1130 of the Complaint.

1131. Syngenta denies the averments in paragraph 1131 of the Complaint.

1132. Syngenta denies the averments in paragraph 1132 of the Complaint.

1133. Syngenta denies the averments in paragraph 1133 of the Complaint.

1134. Syngenta denies the averments in paragraph 1134 of the Complaint.

1135. Syngenta denies the averments in paragraph 1135 of the Complaint.

1136. Syngenta denies the averments in paragraph 1136 of the Complaint.

1137. Syngenta denies the averments in paragraph 1137 of the Complaint.

1138. Syngenta denies the averments in paragraph 1138 of the Complaint.

1139. Syngenta denies the averments in paragraph 1139 of the Complaint.

1140. Syngenta incorporates its responses to paragraphs 1-299 of the Complaint above as if fully restated herein.

1141. Syngenta denies the averments in paragraph 1141 of the Complaint.

1142. Syngenta denies the averments in paragraph 1142 of the Complaint.

1143. Syngenta denies the averments in paragraph 1143 of the Complaint.

1144. Syngenta denies the averments in paragraph 1144 of the Complaint.

1145. Syngenta denies the averments in paragraph 1145 of the Complaint.

1146. Syngenta incorporates its responses to paragraphs 1-299 of the Complaint above as if fully restated herein.

1147. Syngenta denies the averments in paragraph 1147 of the Complaint.

1148. Syngenta denies the averments in paragraph 1148 of the Complaint.

1149. Syngenta denies the averments in paragraph 1149 of the Complaint.

1150. Syngenta denies the averments in paragraph 1150 of the Complaint.

1151. Syngenta incorporates its responses to paragraphs 1-299 of the Complaint above as if fully restated herein.

1152. Paragraph 1152 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 averments in paragraph 1152 of the Complaint, and therefore denies them.

1153. Syngenta denies the averments in paragraph 1153 of the Complaint.

1154. Paragraph 1154 of the Complaint calls for legal conclusions to which no response is required. To the extent a response is required, Syngenta denies the averments in paragraph 1154 of the Complaint.

1155. Syngenta denies the averments in paragraph 1155 of the Complaint.

1156. Syngenta denies the averments in paragraph 1156 of the Complaint.

1157. Syngenta denies the averments in paragraph 1157 of the Complaint.

1158. Syngenta denies the averments in paragraph 1158 of the Complaint.

1159. Syngenta incorporates its responses to paragraphs 1-299 of the Complaint above as if fully restated herein.

1160. Paragraph 1160 of the Complaint calls for legal conclusions to which no response is required.

1161. Paragraph 1161 of the Complaint calls for legal conclusions to which no response is required.

1162. Syngenta denies the averments in paragraph 1162 of the Complaint.

1163. Syngenta denies the averments in paragraph 1163 of the Complaint.

1164. Syngenta admits that paragraph 1164 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 complete or accurate. To the extent not specifically admitted, Syngenta denies the remaining averments in paragraph 1164 of the Complaint.

1165. Syngenta denies the averments in paragraph 1165 of the Complaint.

1166. Syngenta denies the averments in paragraph 1166 of the Complaint.

1167. Syngenta denies the averments in paragraph 1167 of the Complaint.

1168. Syngenta denies the averments in paragraph 1168 of the Complaint.

1169. Syngenta admits that it monitors regulatory developments related to its products. To the extent not specifically admitted, Syngenta denies the remaining averments contained in paragraph 1169 of the Complaint or lacks sufficient knowledge or information to form a belief, and therefore denies them.

1170. Syngenta admits it is aware of the decisions it makes with respect to the distribution of its products. To the extent not specifically admitted, Syngenta denies the

remaining averments contained in paragraph 1170 of the Complaint or lacks sufficient knowledge or information to form a belief, and therefore denies them.

1171. Syngenta denies the averments in paragraph 1171 of the Complaint.

1172. Syngenta denies the averments in paragraph 1172 of the Complaint.

1173. Syngenta denies the averments in paragraph 1173 of the Complaint.

1174. Syngenta denies the averments in paragraph 1174 of the Complaint.

1175. Syngenta denies the averments in paragraph 1175 of the Complaint.

1176. Syngenta denies the averments in paragraph 1176 of the Complaint.

1177. Syngenta denies the averments in paragraph 1177 of the Complaint.

1178. Syngenta denies the averments in paragraph 1178 of the Complaint.

1179. Syngenta denies the averments in paragraph 1179 of the Complaint.

1180. Syngenta denies the averments in paragraph 1180 of the Complaint.

1181. Syngenta incorporates its responses to paragraphs 1-299 of the Complaint above as if fully restated herein.

1182. Syngenta denies the averments in paragraph 1182 of the Complaint.

1183. Syngenta denies the averments in paragraph 1183 of the Complaint.

1184. Syngenta denies the averments in paragraph 1184 of the Complaint.

1185. Syngenta denies the averments in paragraph 1185 of the Complaint.

1186. Syngenta denies the averments in paragraph 1186 of the Complaint.

1187. Syngenta incorporates its responses to paragraphs 1-299 of the Complaint above as if fully restated herein.

1188. Paragraph 1188 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 averments in paragraph 1188 of the Complaint, and therefore denies them.

1189. Syngenta denies the averments in paragraph 1189 of the Complaint.

1190. Paragraph 1190 of the Complaint calls for legal conclusions to which no response is required. To the extent a response is required, Syngenta denies the averments in paragraph 1190 of the Complaint.

1191. Syngenta denies the averments in paragraph 1191 of the Complaint.

1192. Syngenta denies the averments in paragraph 1192 of the Complaint.

1193. Syngenta denies the averments in paragraph 1193 of the Complaint.

1194. Syngenta denies the averments in paragraph 1194 of the Complaint.

1195. Syngenta incorporates its responses to paragraphs 1-299 of the Complaint above as if fully restated herein.

1196. Paragraph 1196 of the Complaint calls for legal conclusions to which no response is required.

1197. Paragraph 1197 of the Complaint calls for legal conclusions to which no response is required.

1198. Syngenta denies the averments in paragraph 1198 of the Complaint.

1199. Syngenta denies the averments in paragraph 1199 of the Complaint.

1200. Syngenta admits that paragraph 1200 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 complete or accurate. To the extent not specifically admitted, Syngenta denies the remaining averments in paragraph 1200 of the Complaint.

1201. Syngenta denies the averments in paragraph 1201 of the Complaint.

1202. Syngenta denies the averments in paragraph 1202 of the Complaint.

1203. Syngenta denies the averments in paragraph 1203 of the Complaint.

1204. Syngenta denies the averments in paragraph 1204 of the Complaint.

1205. Syngenta admits that it monitors regulatory developments related to its products.

To the extent not specifically admitted, Syngenta denies the remaining averments contained in paragraph 1205 of the Complaint or lacks sufficient knowledge or information to form a belief, and therefore denies them.

1206. Syngenta admits it is aware of the decisions it makes with respect to the distribution of its products. To the extent not specifically admitted, Syngenta denies the remaining averments contained in paragraph 1206 of the Complaint or lacks sufficient knowledge or information to form a belief, and therefore denies them.

1207. Syngenta denies the averments in paragraph 1207 of the Complaint.

1208. Syngenta denies the averments in paragraph 1208 of the Complaint.

1209. Syngenta denies the averments in paragraph 1209 of the Complaint.

1210. Syngenta denies the averments in paragraph 1210 of the Complaint.

1211. Syngenta denies the averments in paragraph 1211 of the Complaint.

1212. Syngenta denies the averments in paragraph 1212 of the Complaint.

1213. Syngenta denies the averments in paragraph 1213 of the Complaint.

1214. Syngenta denies the averments in paragraph 1214 of the Complaint.

1215. Syngenta denies the averments in paragraph 1215 of the Complaint.

1216. Syngenta denies the averments in paragraph 1216 of the Complaint.

1217. Syngenta denies the averments in paragraph 1217 of the Complaint.

1218. Syngenta incorporates its responses to paragraphs 1-299 of the Complaint above as if fully restated herein.

1219. Syngenta denies the averments in paragraph 1219 of the Complaint.

1220. Syngenta denies the averments in paragraph 1220 of the Complaint.

1221. Syngenta denies the averments in paragraph 1221 of the Complaint.

1222. Syngenta denies the averments in paragraph 1222 of the Complaint.

1223. Syngenta incorporates its responses to paragraphs 1-299 of the Complaint above as if fully restated herein.

1224. Paragraph 1224 of the Complaint calls for legal conclusions to which no response is required.

1225. Paragraph 1225 of the Complaint calls for legal conclusions to which no response is required.

1226. Syngenta denies the averments in paragraph 1226 of the Complaint.

1227. Syngenta denies the averments in paragraph 1227 of the Complaint.

1228. Paragraph 1228 of the Complaint calls for legal conclusions to which no response is required. To the extent a response is required, Syngenta denies the averments in paragraph 1228 of the Complaint.

1229. Syngenta denies the averments in paragraph 1229 of the Complaint.

1230. Syngenta denies the averments in paragraph 1230 of the Complaint.

1231. Syngenta incorporates its responses to paragraphs 1-299 of the Complaint above as if fully restated herein.

1232. Paragraph 1232 of the Complaint calls for legal conclusions to which no response is required.

1233. Paragraph 1233 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 averments in paragraph 1233 of the Complaint, and therefore denies them.

1234. Paragraph 1234 of the Complaint calls for legal conclusions to which no response is required. To the extent a response is required, Syngenta denies the averments in paragraph 1234 of the Complaint.

1235. Syngenta denies the averments in paragraph 1235 of the Complaint.

1236. Paragraph 1236 of the Complaint calls for legal conclusions to which no response is required. To the extent a response is required, Syngenta denies the averments in paragraph 1236 of the Complaint.

1237. Syngenta denies the averments in paragraph 1237 of the Complaint.

1238. Syngenta denies the averments in paragraph 1238 of the Complaint.

1239. Syngenta incorporates its responses to paragraphs 1-299 of the Complaint above as if fully restated herein.

1240. Paragraph 1240 of the Complaint calls for legal conclusions to which no response is required.

1241. Paragraph 1241 of the Complaint calls for legal conclusions to which no response is required.

1242. Syngenta denies the averments in paragraph 1242 of the Complaint.

1243. Syngenta denies the averments in paragraph 1243 of the Complaint.

1244. Paragraph 1244 of the Complaint calls for legal conclusions to which no response is required. To the extent a response is required, Syngenta denies the averments in paragraph 1244 of the Complaint.

1245. Syngenta denies the averments in paragraph 1245 of the Complaint.

1246. Syngenta incorporates its responses to paragraphs 1-299 of the Complaint above as if fully restated herein.

1247. Paragraph 1247 of the Complaint calls for legal conclusions to which no response is required.

1248. Paragraph 1248 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 averments in paragraph 1248 of the Complaint, and therefore denies them.

1249. Paragraph 1249 of the Complaint calls for legal conclusions to which no response is required. To the extent a response is required, Syngenta denies the averments in paragraph 1249 of the Complaint.

1250. Syngenta denies the averments in paragraph 1250 of the Complaint.

1251. Paragraph 1251 of the Complaint calls for legal conclusions to which no response is required. To the extent a response is required, Syngenta denies the averments in paragraph 1251 of the Complaint.

1252. Syngenta denies the averments in paragraph 1252 of the Complaint.

1253. Syngenta incorporates its responses to paragraphs 1-299 of the Complaint above as if fully restated herein.

1254. Syngenta denies the averments in paragraph 1254 of the Complaint.

1255. Syngenta denies the averments in paragraph 1255 of the Complaint.

1256. Syngenta denies the averments in paragraph 1256 of the Complaint.

1257. Syngenta denies the averments in paragraph 1257 of the Complaint.

1258. Syngenta incorporates its responses to paragraphs 1-299 of the Complaint above as if fully restated herein.

1259. Paragraph 1259 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 averments in paragraph 1259 of the Complaint, and therefore denies them.

1260. Paragraph 1260 of the Complaint calls for legal conclusions to which no response is required. To the extent a response is required, Syngenta denies the averments in paragraph 1260 of the Complaint.

1261. Syngenta denies the averments in paragraph 1261 of the Complaint.

1262. Syngenta denies the averments in paragraph 1262 of the Complaint.

1263. Syngenta denies the averments in paragraph 1263 of the Complaint.

1264. Syngenta denies the averments in paragraph 1264 of the Complaint.

1265. Syngenta incorporates its responses to paragraphs 1-299 of the Complaint above as if fully restated herein.

1266. Paragraph 1266 of the Complaint calls for legal conclusions to which no response is required.

1267. Paragraph 1267 of the Complaint calls for legal conclusions to which no response is required.

1268. Syngenta denies the averments in paragraph 1268 of the Complaint.

1269. Syngenta denies the averments in paragraph 1269 of the Complaint.

1270. Paragraph 1270 of the Complaint calls for legal conclusions to which no response is required. To the extent a response is required, Syngenta denies the averments in paragraph 1270 of the Complaint.

1271. Syngenta denies the averments in paragraph 1271 of the Complaint.

1272. Syngenta denies the averments in paragraph 1272 of the Complaint.

1273. Syngenta incorporates its responses to paragraphs 1-299 of the Complaint above as if fully restated herein.

1274. Syngenta denies the averments in paragraph 1274 of the Complaint.

1275. Syngenta denies the averments in paragraph 1275 of the Complaint.

1276. Syngenta denies the averments in paragraph 1276 of the Complaint.

1277. Syngenta denies the averments in paragraph 1277 of the Complaint.

1278. Syngenta incorporates its responses to paragraphs 1-299 of the Complaint above as if fully restated herein.

1279. Paragraph 1279 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 averments in paragraph 1279 of the Complaint, and therefore denies them.

1280. Paragraph 1280 of the Complaint calls for legal conclusions to which no response is required. To the extent a response is required, Syngenta denies the averments in paragraph 1280 of the Complaint.

1281. Syngenta denies the averments in paragraph 1281 of the Complaint.

1282. Syngenta denies the averments in paragraph 1282 of the Complaint.

1283. Syngenta denies the averments in paragraph 1283 of the Complaint.

1284. Syngenta denies the averments in paragraph 1284 of the Complaint.

1285. Syngenta incorporates its responses to paragraphs 1-299 of the Complaint above as if fully restated herein.

1286. Paragraph 1286 of the Complaint calls for legal conclusions to which no response is required.

1287. Paragraph 1287 of the Complaint calls for legal conclusions to which no response is required.

1288. Syngenta denies the averments in paragraph 1288 of the Complaint.

1289. Syngenta denies the averments in paragraph 1289 of the Complaint.

1290. Paragraph 1290 of the Complaint calls for legal conclusions to which no response is required. To the extent a response is required, Syngenta denies the averments in paragraph 1290 of the Complaint.

1291. Syngenta denies the averments in paragraph 1291 of the Complaint.

1292. Syngenta denies the averments in paragraph 1292 of the Complaint.

1293. Syngenta incorporates its responses to paragraphs 1-299 of the Complaint above as if fully restated herein.

1294. Syngenta denies the averments in paragraph 1294 of the Complaint.

1295. Syngenta denies the averments in paragraph 1295 of the Complaint.

1296. Paragraph 1296 of the Complaint calls for legal conclusions to which no response is required. To the extent a response is required, Syngenta denies the averments in paragraph 1296 of the Complaint.

1297. Syngenta denies the averments in paragraph 1297 of the Complaint.

1298. Syngenta denies the averments in paragraph 1298 of the Complaint.

1299. Syngenta incorporates its responses to paragraphs 1-299 of the Complaint above as if fully restated herein.

1300. Paragraph 1300 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 averments in paragraph 1300 of the Complaint, and therefore denies them.

1301. Syngenta denies the averments in paragraph 1301 of the Complaint.

1302. Syngenta denies the averments in paragraph 1302 of the Complaint.

1303. Paragraph 1303 of the Complaint calls for legal conclusions to which no response is required. To the extent a response is required, Syngenta denies the averments in paragraph 1303 of the Complaint.

1304. Syngenta denies the averments in paragraph 1304 of the Complaint.

1305. Syngenta incorporates its responses to paragraphs 1-299 of the Complaint above as if fully restated herein.

1306. Paragraph 1306 of the Complaint calls for legal conclusions to which no response is required.

1307. Paragraph 1307 of the Complaint calls for legal conclusions to which no response is required.

1308. Paragraph 1308 of the Complaint calls for legal conclusions to which no response is required.

1309. Syngenta denies the averments in paragraph 1309 of the Complaint.

1310. Syngenta denies the averments in paragraph 1310 of the Complaint.

1311. Paragraph 1311 of the Complaint calls for legal conclusions to which no response is required. To the extent a response is required, Syngenta denies the averments in paragraph 1311 of the Complaint.

1312. Syngenta denies the averments in paragraph 1312 of the Complaint.

1313. Syngenta denies the averments in paragraph 1313 of the Complaint.

1314. Syngenta incorporates its responses to paragraphs 1-299 of the Complaint above as if fully restated herein.

1315. Syngenta denies the averments in paragraph 1315 of the Complaint.

1316. Syngenta denies the averments in paragraph 1316 of the Complaint.

1317. Paragraph 1317 of the Complaint calls for legal conclusions to which no response is required. To the extent a response is required, Syngenta denies the averments in paragraph 1317 of the Complaint.

1318. Syngenta denies the averments in paragraph 1318 of the Complaint.

1319. Syngenta denies the averments in paragraph 1319 of the Complaint.

1320. Syngenta incorporates its responses to paragraphs 1-299 of the Complaint above as if fully restated herein.

1321. Paragraph 1321 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 averments in paragraph 1321 of the Complaint, and therefore denies them.

1322. Paragraph 1322 of the Complaint calls for legal conclusions to which no response is required. To the extent a response is required, Syngenta denies the averments in paragraph 1322 of the Complaint.

1323. Syngenta denies the averments in paragraph 1323 of the Complaint.

1324. Syngenta denies the averments in paragraph 1324 of the Complaint.

1325. Paragraph 1325 of the Complaint calls for legal conclusions to which no response is required. To the extent a response is required, Syngenta denies the averments in paragraph 1325 of the Complaint.

1326. Syngenta denies the averments in paragraph 1326 of the Complaint.

1327. Syngenta incorporates its responses to paragraphs 1-299 of the Complaint above as if fully restated herein.

1328. Paragraph 1328 of the Complaint calls for legal conclusions to which no response is required.

1329. Paragraph 1329 of the Complaint calls for legal conclusions to which no response is required.

1330. Paragraph 1330 of the Complaint calls for legal conclusions to which no response is required.

1331. Paragraph 1331 of the Complaint calls for legal conclusions to which no response is required.

1332. Syngenta denies the averments in paragraph 1332 of the Complaint.

1333. Syngenta denies the averments in paragraph 1333 of the Complaint.

1334. Paragraph 1334 of the Complaint calls for legal conclusions to which no response is required. To the extent a response is required, Syngenta denies the averments in paragraph 1334 of the Complaint.

1335. Syngenta denies the averments in paragraph 1335 of the Complaint.

1336. Syngenta denies the averments in paragraph 1336 of the Complaint.

1337. Syngenta incorporates its responses to paragraphs 1-299 of the Complaint above as if fully restated herein.

1338. Syngenta denies the averments in paragraph 1338 of the Complaint.

1339. Syngenta denies the averments in paragraph 1339 of the Complaint.

1340. Syngenta denies the averments in paragraph 1340 of the Complaint.

1341. Syngenta denies the averments in paragraph 1341 of the Complaint.

1342. Syngenta incorporates its responses to paragraphs 1-299 of the Complaint above as if fully restated herein.

1343. Paragraph 1343 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 averments in paragraph 1343 of the Complaint, and therefore denies them.

1344. Paragraph 1344 of the Complaint calls for legal conclusions to which no response is required. To the extent a response is required, Syngenta denies the averments in paragraph 1344 of the Complaint.

1345. Syngenta denies the averments in paragraph 1345 of the Complaint.

1346. Syngenta denies the averments in paragraph 1346 of the Complaint.

1347. Paragraph 1347 of the Complaint calls for legal conclusions to which no response is required. To the extent a response is required, Syngenta denies the averments in paragraph 1347 of the Complaint.

1348. Syngenta denies the averments in paragraph 1348 of the Complaint.

1349. Syngenta denies the averments in paragraph 1349 of the Complaint.

1350. Syngenta incorporates its responses to paragraphs 1-299 of the Complaint above as if fully restated herein.

1351. Syngenta denies the averments in paragraph 1351 of the Complaint.

1352. Syngenta denies the averments in paragraph 1352 of the Complaint.

1353. Syngenta denies the averments in paragraph 1353 of the Complaint.

1354. Syngenta denies the averments in paragraph 1354 of the Complaint.

1355. Syngenta incorporates its responses to paragraphs 1-299 of the Complaint above as if fully restated herein.

1356. Paragraph 1356 of the Complaint calls for legal conclusions to which no response is required.

1357. Paragraph 1357 of the Complaint calls for legal conclusions to which no response is required.

1358. Syngenta denies the averments in paragraph 1358 of the Complaint.

1359. Syngenta denies the averments in paragraph 1359 of the Complaint.

1360. Paragraph 1360 of the Complaint calls for legal conclusions to which no response is required. To the extent a response is required, Syngenta denies the averments in paragraph 1360 of the Complaint.

1361. Syngenta denies the averments in paragraph 1361 of the Complaint.

1362. Syngenta denies the averments in paragraph 1362 of the Complaint.

1363. Syngenta denies the averments in paragraph 1363 of the Complaint.

1364. Syngenta incorporates its responses to paragraphs 1-299 of the Complaint above as if fully restated herein.

1365. Syngenta denies the averments in paragraph 1365 of the Complaint.

1366. Syngenta denies the averments in paragraph 1366 of the Complaint.

1367. Syngenta denies the averments in paragraph 1367 of the Complaint.

1368. Syngenta denies the averments in paragraph 1368 of the Complaint.

1369. Syngenta incorporates its responses to paragraphs 1-299 of the Complaint above as if fully restated herein.

1370. Paragraph 1370 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 averments in paragraph 1370 of the Complaint, and therefore denies them.

1371. Paragraph 1371 of the Complaint calls for legal conclusions to which no response is required. To the extent a response is required, Syngenta denies the averments in paragraph 1371 of the Complaint.

1372. Syngenta denies the averments in paragraph 1372 of the Complaint.

1373. Syngenta denies the averments in paragraph 1373 of the Complaint.

1374. Paragraph 1374 of the Complaint calls for legal conclusions to which no response is required. To the extent a response is required, Syngenta denies the averments in paragraph 1374 of the Complaint.

1375. Syngenta denies the averments in paragraph 1375 of the Complaint.

1376. Syngenta denies the averments in paragraph 1376 of the Complaint.

1377. Syngenta incorporates its responses to paragraphs 1-299 of the Complaint above as if fully restated herein.

1378. Paragraph 1378 of the Complaint calls for legal conclusions to which no response is required.

1379. Paragraph 1379 of the Complaint calls for legal conclusions to which no response is required.

1380. Syngenta denies the averments in paragraph 1380 of the Complaint.

1381. Syngenta denies the averments in paragraph 1381 of the Complaint.

1382. Syngenta denies the averments in paragraph 1382 of the Complaint.

1383. Paragraph 1383 of the Complaint calls for legal conclusions to which no response is required. To the extent a response is required, Syngenta denies the averments in paragraph 1383 of the Complaint.

1384. Syngenta denies the averments in paragraph 1384 of the Complaint.

1385. Syngenta denies the averments in paragraph 1385 of the Complaint.

1386. Syngenta incorporates its responses to paragraphs 1-299 of the Complaint above as if fully restated herein.

1387. Syngenta denies the averments in paragraph 1387 of the Complaint.

1388. Syngenta denies the averments in paragraph 1388 of the Complaint.

1389. Paragraph 1389 of the Complaint calls for legal conclusions to which no response is required. To the extent a response is required, Syngenta denies the averments in paragraph 1389 of the Complaint.

1390. Syngenta denies the averments in paragraph 1390 of the Complaint.

1391. Syngenta denies the averments in paragraph 1391 of the Complaint.

1392. Syngenta denies the averments in paragraph 1392 of the Complaint.

1393. Syngenta incorporates its responses to paragraphs 1-299 of the Complaint above as if fully restated herein.

1394. Paragraph 1394 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 averments in paragraph 1394 of the Complaint, and therefore denies them.

1395. Syngenta denies the averments in paragraph 1395 of the Complaint.

1396. Paragraph 1396 of the Complaint calls for legal conclusions to which no response is required. To the extent a response is required, Syngenta denies the averments in paragraph 1396 of the Complaint.

1397. Syngenta denies the averments in paragraph 1397 of the Complaint.

1398. Syngenta denies the averments in paragraph 1398 of the Complaint.

1399. Syngenta denies the averments in paragraph 1399 of the Complaint.

1400. Syngenta incorporates its responses to paragraphs 1-299 of the Complaint above as if fully restated herein.

1401. Paragraph 1401 of the Complaint calls for legal conclusions to which no response is required.

1402. Paragraph 1402 of the Complaint calls for legal conclusions to which no response is required.

1403. Paragraph 1403 of the Complaint calls for legal conclusions to which no response is required.

1404. Syngenta denies the averments in paragraph 1404 of the Complaint.

1405. Syngenta denies the averments in paragraph 1405 of the Complaint.

1406. Paragraph 1406 of the Complaint calls for legal conclusions to which no response is required. To the extent a response is required, Syngenta denies the averments in paragraph 1406 of the Complaint.

1407. Syngenta denies the averments in paragraph 1407 of the Complaint.

1408. Paragraph 1408 of the Complaint calls for legal conclusions to which no response is required. To the extent a response is required, Syngenta denies the averments in paragraph 1408 of the Complaint.

1409. Syngenta denies the averments in paragraph 1409 of the Complaint.

1410. Syngenta denies the averments in paragraph 1410 of the Complaint.

1411. Syngenta incorporates its responses to paragraphs 1-299 of the Complaint above as if fully restated herein.

1412. Syngenta denies the averments in paragraph 1412 of the Complaint.

1413. Syngenta denies the averments in paragraph 1413 of the Complaint.

1414. Syngenta denies the averments in paragraph 1414 of the Complaint.

1415. Syngenta denies the averments in paragraph 1415 of the Complaint.

1416. Syngenta incorporates its responses to paragraphs 1-299 of the Complaint above as if fully restated herein.

1417. Syngenta denies the averments in paragraph 1417 of the Complaint.

1418. Syngenta denies the averments in paragraph 1418 of the Complaint.

1419. Paragraph 1419 of the Complaint calls for legal conclusions to which no response is required. To the extent a response is required, Syngenta denies the averments in paragraph 1419 of the Complaint.

1420. Syngenta denies the averments in paragraph 1420 of the Complaint.

1421. Syngenta denies the averments in paragraph 1421 of the Complaint.

1422. Syngenta denies the averments in paragraph 1422 of the Complaint.

1423. Syngenta incorporates its responses to paragraphs 1-299 of the Complaint above as if fully restated herein.

1424. Paragraph 1424 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 averments in paragraph 1424 of the Complaint, and therefore denies them.

1425. Paragraph 1425 of the Complaint calls for legal conclusions to which no response is required. To the extent a response is required, Syngenta denies the averments in paragraph 1425 of the Complaint.

1426. Syngenta denies the averments in paragraph 1426 of the Complaint.

1427. Syngenta denies the averments in paragraph 1427 of the Complaint.

1428. Paragraph 1428 of the Complaint calls for legal conclusions to which no response is required. To the extent a response is required, Syngenta denies the averments in paragraph 1428 of the Complaint.

1429. Syngenta lacks sufficient knowledge or information to form a belief as to the averments in paragraph 1429 of the Complaint, and therefore denies them.

1430. Syngenta denies the averments in paragraph 1430 of the Complaint.

1431. Syngenta denies the averments in paragraph 1431 of the Complaint.

1432. Syngenta denies the averments in paragraph 1432 of the Complaint.

1433. Syngenta incorporates its responses to paragraphs 1-299 of the Complaint above as if fully restated herein.

1434. Paragraph 1434 of the Complaint calls for legal conclusions to which no response is required.

1435. Paragraph 1435 of the Complaint calls for legal conclusions to which no response is required.

1436. Syngenta denies the averments in paragraph 1436 of the Complaint.

1437. Syngenta denies the averments in paragraph 1437 of the Complaint.

1438. Paragraph 1438 of the Complaint calls for legal conclusions to which no response is required. To the extent a response is required, Syngenta denies the averments in paragraph 1438 of the Complaint.

1439. Syngenta denies the averments in paragraph 1439 of the Complaint.

1440. Paragraph 1440 of the Complaint calls for legal conclusions to which no response is required. To the extent a response is required, Syngenta denies the averments in paragraph 1440 of the Complaint.

1441. Syngenta denies the averments in paragraph 1441 of the Complaint.

1442. Syngenta denies the averments in paragraph 1442 of the Complaint.

REQUEST FOR RELIEF

In response to the unnumbered “Request for Relief” paragraphs of the Complaint, Syngenta denies that plaintiffs are entitled to any relief whatsoever, and denies each and every averment of this section separately and severally to the extent said averments imply any wrongdoing by Syngenta.

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 and all applicable standards of care under all laws, regulations, industry practice, and state-of-the-art knowledge.

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

Some or all of plaintiffs' claims are barred by failure to provide the required statutory notice.

NINTH 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.

TENTH DEFENSE

Plaintiffs' claims are barred, in whole or in part, by the doctrines of primary and/or secondary assumption of the risk and contributory or comparative fault.

ELEVENTH DEFENSE

Plaintiffs' negligence equals or exceeds any negligence, if any, of Syngenta, and plaintiffs' claims therefore are barred by the doctrine of comparative fault.

TWELFTH 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.

THIRTEENTH DEFENSE

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

FOURTEENTH DEFENSE

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

FIFTEENTH 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).

SIXTEENTH DEFENSE

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

SEVENTEENTH DEFENSE

Syngenta specifically pleads all affirmative defenses under the Uniform Commercial Code.

EIGHTEENTH DEFENSE

Plaintiffs' claims are barred, in whole or in part, by the terms of their agreements with Syngenta to the extent they purchased or planted corn seeds containing the MIR162 and/or Event 5307 traits, including but not limited to Syngenta's disclaimer and limitation of warranties.

NINETEENTH 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.

TWENTIETH DEFENSE

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

TWENTY-FIRST 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.

TWENTY-SECOND DEFENSE

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

TWENTY-THIRD 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.

TWENTY-FOURTH DEFENSE

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

TWENTY-FIFTH DEFENSE

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

TWENTY-SIXTH 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-SEVENTH DEFENSE

Plaintiffs' claims, including but not limited to those under Minn. Stat. §§ 325D.13 and 325D.15, are barred because plaintiffs did not reasonably rely on any representation of fact made by Syngenta.

TWENTY-EIGHTH 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) of Torts, Restatement (Third) of Products Liability, and all comments thereto.

TWENTY-NINTH DEFENSE

Plaintiffs' claims are barred because plaintiffs' own actions, including those taken by 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.

THIRTIETH DEFENSE

Syngenta specifically reserves the right to plead that plaintiffs failed to follow sound agronomic practices in the cultivation of the crop in question, 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.

THIRTY-FIRST 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.

THIRTY-SECOND 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 or exemplary damages and such claims should be dismissed.

THIRTY-THIRD 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 constitution, laws, public policies, and statutes of any State, including, but not necessarily limited to, Minn. Stat. § 549.191.

THIRTY-FOURTH 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.

THIRTY-FIFTH DEFENSE

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

THIRTY-SIXTH 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-SEVENTH 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-EIGHTH 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-NINTH 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.

FORTIETH DEFENSE

Syngenta reserves all rights of contribution and/or indemnity against plaintiffs and any other persons or entities to the fullest extent permitted by Ark. Code. Ann. § 16-61-201 *et seq.*, Cal. Civ. Code § 1431, Cal. Civ. Proc. Code § 875, Colo. Stat. § 13-50.5-101 *et seq.*, Conn. Gen. Stat. § 52-572h, Del. Code Ann. tit. 10 §§ 6301 *et seq.*, Haw. Rev. Stat. § 663-11 *et seq.*, 740 ILCS 100/0.01 *et seq.*, Idaho Code § 6-803 *et seq.*, Iowa Code § 668.1 *et seq.*, Fla. Stat. Ann. § 768.31, 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, Ohio Rev. Code Ann. §§ 2315.32-2315.36 and 2307.22, *et seq.*, 12 Okla. Stat. § 832, S.C. Code Ann. § 15-38-20 *et seq.*, S.D.C.L. § 15-8-1 *et seq.*, , 42 Pa. C.S.A. § 8321 *et seq.*, , 10 R.I. Gen. Laws Ann. § 10-6-1 *et seq.*, Tenn. Code Ann. § 29-11-101 *et seq.*, Tex. Civ. Prac. & Rem. Code Ann. § 33.011 *et seq.*, Va. Code Ann. § 8.01-34, Wash. Rev. Code § 4.22.040, W. Va. Code Ann. § 55-7-13d, Wis. Stat. § 895.045, and any other applicable statute, common law right, or legal or equitable 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.

FORTY-FIRST 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.

FORTY-SECOND DEFENSE

Plaintiffs' claims are barred because plaintiffs' acts and omissions, including this lawsuit, seek to unlawfully restrain trade in violation of the law and public policy under the applicable states' laws.

FORTY-THIRD DEFENSE

Plaintiffs' claims for failure to warn are barred because there is no defect or risk of danger associated with the sale of corn seed containing the MIR162 or Event 5307 traits.

FORTY-FOURTH DEFENSE

Plaintiffs' claims are barred because Syngenta adequately warned and/or instructed its purchasers and plaintiffs of the risks, if any, associated with the sale of corn seed containing the MIR162 or Event 5307 traits.

FORTY-FIFTH DEFENSE

Plaintiffs' claims for failure to warn are barred because plaintiffs are sophisticated parties, users, and/or intermediaries that were aware of the risks, if any, associated with the sale of corn seed containing the MIR162 or Event 5307 traits, and any such risks were obvious.

FORTY-SIXTH DEFENSE

Plaintiffs' claims are barred under the raw material/component part supplier doctrine.

FORTY-SEVENTH DEFENSE

Plaintiffs' claims based on misrepresentations are barred to the extent they rely on statements that are constitutionally protected and/or are statements reflecting opinion, puffery, predictions, or expectations.

FORTY-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.

FORTY-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.*

FIFTIETH 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.*

FIFTY-FIRST DEFENSE

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

FIFTY-SECOND 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.*

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

FIFTY-FOURTH 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-FIFTH 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-SIXTH 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-SEVENTH 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-EIGHTH 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-NINTH 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.

SIXTIETH DEFENSE

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

SIXTY-FIRST DEFENSE

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

SIXTY-SECOND DEFENSE

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

SIXTY-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 Missouri Products Liability Act, RS Mo. § 537.760 *et seq.*

SIXTY-FOURTH 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-FIFTH 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-SIXTH 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-SEVENTH 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-EIGHTH 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-NINTH 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.*

SEVENTIETH DEFENSE

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

SEVENTY-FIRST 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.*

SEVENTY-SECOND 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-THIRD 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-FOURTH 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-FIFTH DEFENSE

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

SEVENTY-SIXTH 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-SEVENTH 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-EIGHTH DEFENSE

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

SEVENTY-NINTH DEFENSE

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

EIGHTIETH DEFENSE

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

EIGHTY-FIRST 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.

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.

Dated: June 20, 2016

Respectfully submitted,

MASLON LLP

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SYNGENTA BIOTECHNOLOGY, INC.**

4814-6767-5699

ACKNOWLEDGMENT

The undersigned hereby acknowledges that costs, disbursements and reasonable attorney and witness fees may be awarded pursuant to Minn. Stat. § 549.211.

By: /s/ David T. Schultz
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