

# THE UNITED STATES OF AMERICA

TO ALL TO WHOM THESE PRESENTS SHALL COME:

## Growers Seed Association

Whereas, THERE HAS BEEN PRESENTED TO THE  
**Secretary of Agriculture**

AN APPLICATION REQUESTING A CERTIFICATE OF PROTECTION FOR AN ALLEGED NOVEL VARIETY OF SEXUALLY REPRODUCED PLANT, THE NAME AND DESCRIPTION OF WHICH ARE CONTAINED IN THE APPLICATION AND EXHIBITS, A COPY OF WHICH IS HEREUNTO ANNEXED AND MADE A PART HEREOF, AND THE VARIOUS REQUIREMENTS OF LAW IN SUCH CASES MADE AND PROVIDED HAVE BEEN COMPLIED WITH, AND THE TITLE THERETO IS, FROM THE RECORDS OF THE PLANT VARIETY PROTECTION OFFICE, IN THE APPLICANT(S) INDICATED IN THE SAID COPY, AND WHEREAS, UPON DUE EXAMINATION MADE, THE SAID APPLICANT(S) IS (ARE) ADJUDGED TO BE ENTITLED TO A CERTIFICATE OF PLANT VARIETY PROTECTION UNDER THE LAW.

NOW, THEREFORE, THIS CERTIFICATE OF PLANT VARIETY PROTECTION IS TO GRANT UNTO THE SAID APPLICANT(S) AND THE SUCCESSORS, HEIRS OR ASSIGNS OF THE SAID APPLICANT(S) FOR THE TERM OF *seventeen* YEARS FROM THE DATE OF THIS GRANT, SUBJECT TO THE PAYMENT OF THE REQUIRED FEES AND PERIODIC REPLENISHMENT OF VIABLE BASIC SEED OF THE VARIETY IN A PUBLIC REPOSITORY AS PROVIDED BY LAW, THE RIGHT TO EXCLUDE OTHERS FROM SELLING THE VARIETY, OR OFFERING IT FOR SALE, OR REPRODUCING IT, OR IMPORTING IT, OR EXPORTING IT, OR USING IT IN PRODUCING A HYBRID OR DIFFERENT VARIETY THEREFROM, TO THE EXTENT PROVIDED BY THE PLANT VARIETY PROTECTION ACT. THE UNITED STATES SEED OF THIS VARIETY (1) SHALL BE SOLD BY VARIETY NAME ONLY AS CLASS OF CERTIFIED SEED AND (2) SHALL CONFORM TO THE NUMBER OF GENERATIONS PERMITTED BY THE OWNER OF THE RIGHTS. (84 STAT. 1542, AS AMENDED, 7 U.S.C. 2321 ET SEQ.)

COTTON

'Stripper 31A'

In Testimony Whereof, I have hereunto set my hand and caused the seal of the Plant Variety Protection Office to be affixed at the City of Washington this 24th day of November in the year of our Lord one thousand nine hundred and seventy-five

Attest:

*L. J. Rollin*  
 Commissioner  
 Plant Variety Protection Office  
 Grain Division  
 Agricultural Marketing Service

*Earl L. Butz*  
 Secretary of Agriculture



APPLICATION FOR PLANT VARIETY PROTECTION CERTIFICATE

INSTRUCTIONS: See Reverse.

1. VARIETY NAME OR TEMPORARY DESIGNATION <b>Stripper 31A</b>	2. KIND NAME <b>Cotton</b>	FOR OFFICIAL USE ONLY	
		PVPO NUMBER <b>7400088</b>	
3. GENUS AND SPECIES NAME <b>Gossypium hirsutum</b>	4. FAMILY NAME (Botanical) <b>Mallow</b>	FILING DATE <b>4-15-74</b>	TIME <b>10</b> A.M.
	5. DATE OF DETERMINATION <b>4-15-73</b>	FEE RECEIVED <b>\$ 750</b>	CHARGES <b>—</b>
6. NAME OF APPLICANT(S) <b>AGRI GENETICS CORP</b> <del>Growers Seed Association</del> <b>JSH 5/5/86</b>	7. ADDRESS (Street and No., or R.F.D. No., City, State, and ZIP Code) <b>Box 1656 Lubbock, Texas 79408</b>	8. TELEPHONE AREA CODE AND NUMBER <b>806-747-4125</b>	
9. IF THE NAMED APPLICANT IS NOT A PERSON, FORM OF ORGANIZATION: (Corporation, partnership, association, etc.) <b>Corporation</b>	10. STATE OF INCORPORATION <b>Texas</b>	11. DATE OF INCORPORATION <b>?-</b>	

12. Name and mailing address of applicant representative(s), if any, to serve in this application and receive all papers:

**Noble Koepf, Director of Research  
Growers Seed Association  
Lubbock, Texas 79408  
AC806-747-4125**

13. CHECK BOX BELOW FOR EACH ATTACHMENT SUBMITTED:

- 12A. Exhibit A, Origin and Breeding History of the Variety (See Section 52, P.L. 91-577)
- 12B. Exhibit B, Botanical Description of the Variety
- 12C. Exhibit C, Objective Description of the Variety
- 12D. Exhibit D, Data Indicative of Novelty
- 12E. Exhibit E, Statement of the Basis of Applicant's Ownership

The applicant declares that a viable sample of basic seed of this variety will be deposited upon request before issuance of a certificate and will be replenished periodically in accordance with such regulations as may be applicable. (See Section 52, P.L. 91-577).

14A. Does the applicant(s) specify that seed of this variety be sold by variety name only as a class of certified seed? (See Section 83(a), P.L. 91-577) (If "Yes," answer 14B and 14C below.)  YES  NO

14B. Does the applicant(s) specify that this variety be limited as to number of generations?  YES  NO

14C. If "Yes," to 14B, how many generations of production beyond breeder seed?  
**Foundation; Registered; Certified**

Applicant is informed that false representation herein can jeopardize protection and result in penalties.

The undersigned applicant(s) of this sexually-reproduced novel plant variety believes that the variety is distinct, uniform, and stable as required in Section 41 and is entitled to protection under the provisions of Section 42 of the Plant Variety Protection Act (P.L. 91-577).

4-8-74  
(DATE)

4-10-74  
(DATE)

Carl A. Moosberg  
(SIGNATURE OF APPLICANT)

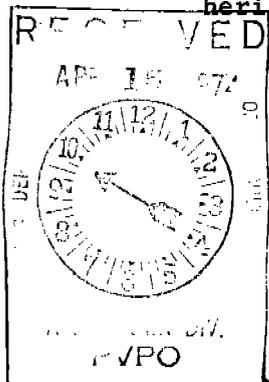
Noble Koepf 1  
(SIGNATURE OF APPLICANT)

## INSTRUCTIONS

**GENERAL:** Send an original copy of the application, exhibits and \$50.00 fee to U.S. Dept. of Agriculture, Consumer and Marketing Service, Grain Division, Hyattsville, Maryland 20782. Retain one copy for your files. All items on the face of the form are self-explanatory unless noted below.

## ITEM

- 5 Insert the date the applicant determined that he had a new variety.
- 12a First, give the genealogy, including public and commercial varieties, lines, or clones used, and the breeding method. Second, give the details of subsequent stages of selection and multiplication. Third, indicate the type and frequency of variants during reproduction and multiplication and state how these variants may be identified. Fourth, provide evidence on stability.
- 12b First, give any special characteristics of the seed and of the plant as it passes through the seedling stage, flowering stage and the fruiting stage. Second, describe the mature plant and compare it with a similar commercial variety grown under the same conditions, and indicate the differences.
- 12c A supplemental form will be furnished by the PVPO to describe in detail a variety for each kind of seed.
- 12d Provide complete data indicative of novelty. Seed and plant specimens may be submitted and seeds submitted may be sterile. Where possible, include photographs of plant comparisons, chemical tests, etc.
- 12e Indicate whether applicant is the actual breeder, the employer of the breeder, the owner through purchase or inheritance, etc.



**GROWERS SEED LUBBOCK, TEXAS**  
**ASSOCIATION P.O. BOX 1656**  
AC 806 747-4125 Zip 79408

Exhibit A

Origin and Breeding of the Variety of  
Cotton (C71002), Stripper 31A

This breeding effort was concerned with developing varieties adapted to three areas of cotton production--principally, the High Plains and Rolling Plains of Texas, and Western Oklahoma. The main characteristic of these varieties was an inherent capability of producing mature fiber under shorter growing seasons. They were to be early, prolific, stormproof, and have tolerance to the major diseases of cotton in the areas.

Seed stocks of three types of cotton were assembled and used in the breeding. These included Roldo Rowden members 5 and 27, Empire WR, and BBR 4-1-3-6 B<sub>2</sub>. Roldo Rowden was prolific and produced mature fiber, and the bolls were storm resistant. It was adapted to Texas conditions. Roldo Rowden No. 5 was crossed with Empire WR. Empire WR was an early prolific, open boll cotton, resistant to Fusarium wilt, root knot nematode complex, and tolerant to Verticillium wilt. Empire was resistant to thrip injury. The F<sub>1</sub> of this cross was backcrossed to Roldo Rowden No. 27. A stabilized progeny row of the backcross, R(2)-Empire 21, is shown in photograph <sup>Figure 1.</sup> The number 2 in parenthesis indicates Roldo Rowden occurred two times in the cross and backcross. R(2)-Empire 21, in the F<sub>9</sub> generation was crossed with BBR 4-1-3-6 B<sub>2</sub>. BBR 4-1-3-6 B<sub>2</sub> was developed by the Oklahoma Experiment Station. It was early,



prolific, stormproof, and the fiber was short--13/16" to 31/32". It was resistant to Races I and II bacterial blight. This cross was given the designation (R(2)-Empire-BBR B<sub>2</sub>). Beginning with the F<sub>2</sub> generation, plant selection and plant to row increase continued through the F<sub>12</sub> to stabilize the type having the desired characteristics. The last selection increase was given the designation (C71002) Stripper 31A. See pedigree for diagram of crossing procedure and generation involved. *Figure 2,*

Roldo Rowden Improved No. 5X Empire, Wilt Resistant

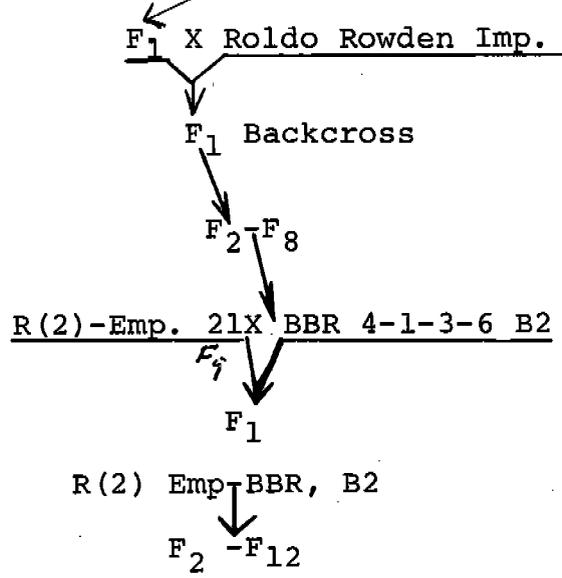


Figure 2. Pedigree of (C71002) Stripper 31-A



## EXHIBIT A

## Cotton Variety Stripper 31-A

Type and Frequency of Variants

I have examined plants of the first, second, and third year increases several times during the growing seasons and no variants have occurred.

Evidence of Stability

Close examination of the plants during the growing seasons of first, second, and third year increases has shown no variability in plant type nor deterioration has occurred. These conditions indicate the variety, Stripper 31-A, continues stable and breeds true.

Exhibit B. Botanical Description of  
the Variety Stripper 31A (C71002)

Gossypium Hirsutum

- Seed: Small to medium size (Seed Index 10.0-12.0), larger at chalazal cap end and decreasing to point at micropyle end. Seed fuzz variable, medium to sparse, grayish-brown in color. Seed coat medium thick and tough, resists cracking in mechanical harvesting and gin processing. Well harvested and preserved seed will result in rapid germination and emergence. A chemical analysis of seed of Stripper 31A produced on heavy clay soil compared to crop produced on silt loam soil is given in Table 1. Chemical analysis of seed produced on Texas High Plains silt loam soil is given in Table 2.
- Seedling: High quality seeds will produce strong vigorous seedlings, and uniform stand. Growth is excellent under normal conditions, and persistent under early season variable soil temperature conditions.
- Root System: Vigorous tap-root and lateral root development. Root epidermis darker than for some varieties.
- Plant Type: Lateral branching, moderately indeterminate under optimum moisture conditions, see Figure 3. Rigid upright main stem supports full crop load in upright position.

Bro<sup>a</sup>der extremity than cluster type such as Lockett 4789. Plant growth adapted to thick spacing, see Figure 4.

- Branches: Lateral to slight angle growth of fruiting branches. Intermediate length internodes. Vegetative branch development suppressed under thick spacing. Thin stands result in development of 3 to 4 vegetative branches per plant.
- Leaves: Average size, and foliage average density. <sup>o</sup> Labs thick with shallow divisions. Leaf edges slight droop in contrast to cupped type leaf.
- Pubescence: Average length and moderate density.
- Flowers: Average to small size, and cream colored. Anthers<sup>ers</sup> ~~pro-~~minant with pistillate protruding, cream colored.
- Bracts: Small to medium size, average length teeth.
- Bolls: Average to small in size, oblong, pointed. Boll wall average thickness. Stormproof open boll. Bolls usually five-locked, larger percentage of <sup>four</sup> ~~three~~ locked bolls under some conditions, and occasionally 3 locked bolls are found.
- Fiber: Length, extremely uniform over a wide range of conditions and varies from 15/16" (30/32) to 31/32" nds. Strength 83,000 to 88,000 pounds Pressley depending upon availability of moisture. Fineness under normal temperature and moisture conditions 5.0 to 6.0 micronaire.

Specific conditions will result in finer fiber and lower micronaire reading. Extended periods of cloudy weather and lower temperatures during period <sup>o</sup> of fiber wall thickening will result in finer fiber. Early frosts and freezes, shorter seasons will result in immature bolls with immature fiber. Most all other commercial varieties suffer a more drastic reduction in fiber maturity under the above conditions. Stilo-meter elongation ranges from 4.5 to 6.5 percent.

**Plant Maturity:** Under normal seasonal conditions average earliness. Usually full maturity indicated by yellowing of leaves. Days from planting to first flower to first open boll given in Table 3.

**Disease Tolerance:** Tolerant to Verticillium wilt and Races I and II bacterial blight. Wilt tolerance shown in Figures 5 and 6.

1/ *Table 1.* Seed Analysis of (C71002) Stripper 31A  
grown on silt loam and  
clay loam soils, 1971.

<u>Property</u>		<u>Clay Soil</u>	<u>Silt Loam Soil</u>
Moisture	Percent	8.3	8.8
Free Fatty Acid	Percent	0.6	0.6
Oil	Percent	20.3	20.0
Nitrogen	Percent	3.09	3.61
Ammonia	Percent	3.76	4.39
Protein	Percent	19.31	22.56

1/ Analysis made by Barrow-Agee Laboratories, Memphis, Tennessee.

OBJECTIVE DESCRIPTION OF VARIETY  
COTTON (GOSSYPIUM SPP.)

INSTRUCTIONS: See Reverse.

NAME OF APPLICANT(S) Growers Seed Association	FOR OFFICIAL USE ONLY
	PVFO NUMBER 7400088
ADDRESS (Street and No. or R.F.D. No., City, State, and ZIP Code) Box 1656, Lubbock, Texas 79408	VARIETY NAME OR TEMPORARY DESIGNATION Stripper 31A

Place the appropriate number that describes the varietal character of this variety in the boxes below.  
Place a zero in first box (e.g.  or ) when number is either 99 or less or 9 or less.

1. SPECIES:  
 1 = GOSSYPIUM HIRSUTUM      2 = GOSSYPIUM BARBADENSE

2. AREA(S) OF ADAPTION (0 = Not Tested, 1 = Not Adapted, 2 = Adapted):

<input type="text" value="0"/> EASTERN	<input type="text" value="0"/> DELTA	<input type="text" value="0"/> CENTRAL	<input type="text" value="2"/> HIGH PLAINS	<input type="text" value="0"/> EL PASO AREA
<input type="text" value="0"/> WESTERN LOW HOT VALLEYS	<input type="text" value="0"/> SAN JOAQUIN	<input type="text" value="2"/> OTHER (Specify) <u>Rolling Plains</u>		

3. MATURITY (50% Open Boll):

<input type="text" value="1"/> <input type="text" value="2"/> NO. OF DAYS EARLIER THAN .....	<input type="text" value="4"/>	} 1 = COKER 310      2 = DELTAPINE 16      3 = STONEVILLE 213 4 = PAYMASTER 111      5 = ACALA 1517-70      6 = ACALA SJ-1 7 = LANKART 57      8 = OTHER (Specify)
<input type="text" value="0"/> <input type="text" value="6"/> NO. OF DAYS LATER THAN .....	<input type="text" value="7"/>	

4. PLANT HABIT:

<input type="text" value="2"/> 1 = SPREADING      2 = INTERMEDIATE      3 = COMPACT	<input type="text" value="3"/> 1 = FOLIAGE SPARSE      2 = DENSE 3 = OTHER (Specify) <u>Intermediate</u>
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5. PLANT HEIGHT:

<input type="text" value="6"/> <input type="text" value="0"/> CM. SHORTER THAN .....	<input type="text" value="5"/>	} 1 = COKER 310      2 = DELTAPINE 16      3 = STONEVILLE 213 4 = PAYMASTER 111      5 = ACALA 1517-70      6 = ACALA SJ-1 7 = LANKART 57      8 = OTHER (Specify)
<input type="text" value="2"/> <input type="text" value="0"/> CM. TALLER THAN .....	<input type="text" value="7"/>	

6. MAIN STEM:

<input type="text" value="3"/> 1 = LAX      2 = ASCENDING      3 = ERECT	<input type="text" value="11"/> CM. TO FIRST FRUITING BRANCH	<input type="text" value="7"/> NO. OF NODES TO FIRST FRUITING BRANCH (from cotyledonary node)
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7. LEAF:      8. LEAF PUBESCENCE:

<input type="text" value="1"/> <input type="text" value="6"/> CM. WIDTH OF WIDEST LEAVES AT MATURITY	<input type="text" value="3"/> 1 = GLABROUS (HAIRS AS SPARSE AS D <sub>2</sub> SMOOTH) 2 = SMOOTH LEAF (DELTAPINE SMOOTH LEAF)      3 = PUBESCENT (STONEVILLE 213) 4 = HEAVY PUBESCENCE (H <sub>1</sub> OR H <sub>2</sub> )      5 = OTHER (Specify)
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9. LEAF COLOR:

<input type="text" value="2"/> 1 = VIRESCENT YELLOW      2 = LIGHT GREEN      3 = DARK GREEN (Acala-442)      4 = RED 5 = OTHER (Specify)
--

10. LEAF TYPE:

<input type="text" value="1"/> 1 = NORMAL      2 = OKRA      3 = SUPER OKRA      4 = OTHER (Specify)
--

11. FLOWER:

<input type="text" value="2"/> 1 = NECTARILESS      2 = NECTARIED
<input type="text" value="1"/> Petals: 1 = CREAM      2 = YELLOW <input type="text" value="1"/> Pollen: 1 = CREAM      2 = YELLOW

12. FRUITING BRANCH TYPE:

<input type="text" value="3"/> 1 = CLUSTER      2 = SHORT      3 = NORMAL <input type="text" value="2"/> 1 = DETERMINATE      2 = INDETERMINATE
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13. GOSSYPOL CONDITION:

<input type="text" value="3"/> 1 = GLANDLESS      2 = REDUCED GLANDS      3 = NORMAL GLANDS	<input type="text" value="1"/> 1 = NORMAL BUD GOSSYPOL 2 = HIGH BUD GOSSYPOL
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14. SEEDS:

<input type="text" value="1"/> <input type="text" value="1"/> <input type="text" value="0"/> ± <input type="text" value="1"/> <input type="text" value="0"/> SEED INDEX (Fuzzy seed basis)	<input type="text" value="2"/> Seed Fuzz: 1 = SPARSE (GREGG 35)      2 = MODERATE (DPL-16) 3 = HEAVY (ACALA SJ-1)      4 = OTHER (Specify)	11
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EXHIBIT D  
DATA INDIATIVE OF NOVELTY OF  
THE VARIETY - STRIPPER 31A

SIMILARITY:

Stripper 31A is probably more similar to Tamcot SP21 than other upland varieties. These two varieties are generally adapted to production in the Central and High Plains areas. The plant habit and foliage is intermediate. The leaf type is normal for both varieties. Flowers of Stripper 31A and Tamcot SP21 are nectaried; petals and pollen are cream colored. The fruiting branches are normal in length, and indeterminate in growth. Gossypol condition, Stripper 31A, and Tamcot SP21 have normal glands and normal bud gossypol. Seed fuzz is moderate (PPE-16 type) for both varieties. Bolls are similar in locks per boll (4-5) and broader at the middle. Bracteoles are similar in length, being greater than width, and teeth are fine.

DIFFERENCES:

The main stem of Stripper 31A is erect, and that of Tamcot SP21 is ascending. Cm to first fruiting branch is 11 for Stripper 31, and 16 for Tamcot SP21. Number of nodes to first fruiting is 7 for Stripper 31A, and 6 for Tamcot SP21. The stems of Stripper 31A are light green in color and stems of Tamcot SP21 are red. The width of widest leaves at maturity is 16cm for Stripper 31A and 19cm for Tamcot SP21. Leaves of Stripper 31A are pubescent (Stoneville 213 type). Leaves of Tamcot SP21 are glabrous  $h_1 h_2$ , totally. Leaf color, light green for Stripper 31A, and dark green (Acala 442 type) for Tamcot SP21. Boll diameter

7400088

for Stripper 31A, 35mm, Tamcot SP21, 38mm. Bolls of Stripper 31A, finely pitted, Tamcot SP21 coarsely pitted. Open boll type, Stripper 31A has stormproof (Westburn 70 type). Tamcot SP21 has storm resistant (Lankart 57 type). Boll shape, Stripper 31A length is equal to width, Tamcot SP21 length is greater than width. Bracteoles, number of teeth, Stripper 31A has 9-12 and Tamcot SP21 has 10-12. In disease reaction, Stripper 31A has resistance to Race I bacterial blight and tolerance to Race II, and has tolerance (intermediate resistance) to seedling disease. Tamcot SP21 is resistant to the named diseases.

Similarities and differences are given in tabulated form in attachment.

## DIFFERENCES

Character	Stripper 31A	Tamcot SP21
<u>Main Stem</u>	Erect	Ascending
Cm to First Fruiting Branch	11	16
No. of Nodes to First Fruiting Branch	7	6
Color Stems	Light Green	Red
<u>Leaf</u>		
Cm Width of Widest Leaves at Maturity	15	19
Pubescence	Pubescent (Stoneville 213)	Glabrous $h_1h_2$ , totally
Leaf Color	Light Green	Dark Green (local 442)
<u>Bolls</u>		
mm Diameter	35	38
Pitted	Finely	Coarsely
Type	Stormproof (Westburn 70)	Storm Resistant (Lankart 57)
Shape	Length is equal to Width	Length is greater than Width
<u>Bracteoles</u>		
No. Teeth	9-12	10-12
<u>Disease</u>	Multiple Tolerance Resistant to Race I Bacterial Blight, Tolerant to Race II. Tolerant (intermediate resistance) to Verticillium Wilt. Tolerant (intermediate resistance) to seeding disease.	Multiple Resistance

7400088

**GROWERS SEED LUBBOCK, TEXAS**  
**ASSOCIATION P.O. BOX 1656**  
AC 806 747-4125 Zip 79408

12E. Exhibit E, Statement of the Basis of Applicants' Ownership

Variety: ~~GSA~~ Stripper 31A (C71002)

Growers Seed Association, Box 1656, Lubbock, Texas, 79408, is sole owner of the variety designated GSA Stripper 31A (C71002). Land, capital, and equipment, and resident cotton breeder are maintained and employed in commercial cotton breeding. The breeder secures breeding seed stocks and grows in nurseries. The breeder makes hybrids through cross pollination, and makes plant selections. Primary and advanced seed increases are made on the High Plains area of Texas and at Iquala, Mexico. Carl A. Moosberg is *the* Registered Cotton Breeder.



FORM GR-470-8 (REVERSE)

**15. BOLLS:**

2 Locules: 1 = 3-4  
 2 = 4-5       3  4 NO. SEEDS PER BOLL       3  4  5 LINT PERCENT       3  5 MM. DIAMETER

2 Pitted: 1 = NONE  
 2 = FINELY       5  0  0 GRAMS SEED COTTON PER BOLL       2 Breadth: 1 = BROADER AT BASE  
 3 = COURSELY      2 = BROADER AT MIDDLE

1 Type: 1 = STORMPROOF (WESTBURN 70)       2 Shape: 1 = LENGTH < WIDTH  
 2 = STORM RESISTANT (LANKART 57)      2 = LENGTH = WIDTH  
 3 = OPEN (DELTAPINE 16)      3 = LENGTH > WIDTH

**16. BRACTELES:**

3 Breadth: 1 = LENGTH < WIDTH    2 = LENGTH = WIDTH    3 = LENGTH > WIDTH

1 Teeth: 1 = FINE    2 = COURSE       4 Teeth: 1 = 3-4    2 = 5-7    3 = 8-10  
 4 = OTHER (Specify) 9-12

**17. YIELD: Compared to--**

5  0 PERCENT LESS THAN .....  4 } 1 = COKER 310    2 = DELTAPINE 16    3 = STONEVILLE 213  
 4 = PAYMASTER 111    5 = ACALA 1517-70  
 1  0  0 PERCENT MORE THAN .....  7 } 6 = ACALA SJ-1    7 = LANKART 57

**18. FIBER LENGTH (Complete one or more of the following and give the means):**

0  4  8 SPAN LENGTH 50%       0  9  8 SPAN LENGTH 2.5%       0  9  6 U.H.M. LENGTH  
 0  8  2 MEAN LENGTH       3  0 STAPLE LENGTH 32nd INCHES  
 8  7 UNIFORMITY RATIO (MEAN/U.H.M.)       4  9 UNIFORMITY INDEX (50% SPAN/2.5% SPAN)

**19. FIBER STRENGTH AND ELONGATION:**

8  4 1,000 P.S.I.       6  0 ELONGATION E<sub>1</sub>              STILOMETER T<sub>0</sub>  
 6  0  0 MICRONAIRE READING       1  0  1 YARN STRENGTH (Give test method) PMA 5 lb. 22's yarn       2  1  8 STILOMETER T<sub>1</sub>

**20. DISEASE: (0 = Not Tested, 1 = Susceptible, 2 = Resistant)**

<input type="checkbox"/> 1 VERTICILLIUM WILT	<input type="checkbox"/> 0 FUSARIUM WILT	<input type="checkbox"/> 1 ROOT KNOT NEMATODE	<input type="checkbox"/> 2 BACTERIAL BLIGHT (Race 1)
<input type="checkbox"/> 1 BACTERIAL BLIGHT (Race 2)	<input type="checkbox"/> 0 ASCOCHYTA BLIGHT	<input type="checkbox"/> 0 PHYMATOTRICHUM ROOT ROT	<input type="checkbox"/> 0 RHIZOCTONIA
<input type="checkbox"/> 0 ANTHRACNOSE	<input type="checkbox"/> 0 RUST	<input type="checkbox"/> OTHER (Specify)	

**21. INSECT: (0 = Not Tested, 1 = Susceptible, 2 = Resistant)**

<input type="checkbox"/> 1 BOLL WEEVIL	<input type="checkbox"/> 1 APHID	<input type="checkbox"/> 1 FLEAHOPPER	<input type="checkbox"/> 0 LEAFWORM
<input type="checkbox"/> 0 FALL ARMYWORM	<input type="checkbox"/> 0 GRASSHOPPER	<input type="checkbox"/> 1 LYGUS	<input type="checkbox"/> 1 PINK BOLLWORM
<input type="checkbox"/> 0 STINKBUG	<input type="checkbox"/> 0 THRIP	<input type="checkbox"/> 0 CUTWORM	<input type="checkbox"/> 0 SPIDERMITE
<input type="checkbox"/> OTHER (Specify) _____			

**REFERENCES:** The following publications may be used as a reference aid for the standardization of terms and procedures for completing this form:

(1) Brown, Harry B., and J. O. Ware, 1958, Cotton, McGraw-Hill Book Company, Inc., New York.

(2) Lewis, C. F., and H. H. Ramey, Jr., 1971, 1970 Regional Cotton Variety Tests, ARS 34-130, United States Department of Agriculture.

**COLORS:** Nickerson's or any recognized color fan may be used to determine flower color of the described variety.

ASSIGNMENT OF  
CERTIFICATES AND APPLICATIONS OF PLANT VARIETY PROTECTION

WHEREAS, GROWERS SEED ASSOCIATION, a Marketing Cooperative Association organized under the laws of the State of Texas, whose address is P.O. Box 1656, Lubbock, Texas 79408, did make applications for Certificates of Plant Variety Protection with the Plant Variety Protection Office of the United States Department of Agriculture which Applications and Certificates are numbered and bear the dates as follows:

7400089	November 24, 1975	for 'GSA 71'
76TQ007	March 18, 1977	for 'GSA 75'
710051	September 30, 1974	for Blanco 3363
740088	November 24, 1975	for Stripper 31A
790071	April 24, 1980	for 'GSA 74'
Pending Application		for 'GSA 78'

WHEREAS, GROWERS SEED ASSOCIATION is the sole and exclusive owner of said Applications and Certificates of Plant Variety Protection, and all interests therein, to and under the same and have the sole right to make this assignment; and

WHEREAS, TEXAS BANK FOR COOPERATIVES, a corporation organized under the laws of the United States of America, whose mailing address is P.O. Box 1424, Houston, Texas 77001, is desirous of acquiring the entire right, title and interest in and to the said Applications and Certificates of Plant Variety Protection;

NOW, THEREFORE, in consideration of and exchange for the sum of Ten Dollars and no/100 (\$10.00) paid in hand by GROWERS SEED ASSOCIATION, and other good and valuable consideration, in receipt of which is hereby acknowledged, GROWERS SEED ASSOCIATION, has sold, assigned, transferred and sent over to the TEXAS BANK FOR COOPERATIVES, the said Applications and Certificates of Plant Variety Protection, the same to be held and enjoyed by the TEXAS BANK FOR COOPERATIVES for its own use and enjoyment and the use and enjoyment of its successors, assigns or other legal representatives, to the end of the term for which said Applications and Certificates of Plant Variety Protection are granted or reissued, as fully and entirely as the same would have been held and enjoyed by GROWERS SEED ASSOCIATION if this assignment and sale had not been made, together with all claims for damages by reason of past infringement of said Applications and Certificates with the right to sue for and collect the same for its own use and enjoyment and

for the use and enjoyment of its successors, assigns or other legal representatives.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 28th day of July, 1981.

GROWERS SEED ASSOCIATION

By R. D. McCallister  
Chairman

THE STATE OF TEXAS    |

COUNTY OF LUBBOCK

BEFORE ME, the undersigned authority, on this day personally appeared R. D. McCallister, Chairman of GROWERS SEED ASSOCIATION, a corporation, who acknowledged to me that he executed the above and foregoing instrument as the act and deed of said corporation and for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 28th day of July, 1981.



C. C. Bloodworth  
Notary Public in and for LUBBOCK  
County, T E X A S.  
C. C. Bloodworth

Expires 5-21-84

ASSIGNMENT OF  
PLANT VARIETY PROTECTION CERTIFICATES

WHEREAS, GROWERS SEED ASSOCIATION, a marketing cooperative association organized under the terms of the State of Texas, whose address is P.O. Box 1656, Lubbock, Texas 79408, did make applications for and secure Certificates of Registration with the United States Plant Variety Protection Office which Certificates are numbered and bear the dates as follows:

<u>Plant Variety Registration No.</u>	<u>Variety</u>	<u>Filing Date</u>
7400089	for 'GSA 71'	November 24, 1975
76TQ007	for 'GSA 75'	March 18, 1977
7100051	for Blanco 3363	September 30, 1974
7400088	for Stripper 31A	November 24, 1975
7900071	for 'GSA 74'	April 24, 1980
7900072	for 'GSA 78'	June 19, 1980

WHEREAS, the TEXAS BANK FOR COOPERATIVES, a bank for cooperatives duly organized under the Farm Credit Act as amended, whose mailing address is P.O. Box 1424, Houston, Texas 77001, is the owner and holder of certain indebtedness of GROWERS SEED ASSOCIATION which are secured by certain liens and security interests including but not limited to general intangibles consisting of all trade names, trademarks, service marks, goodwill, germ plasm, proprietary seed rights, trade secrets, and all seed varieties and hybrids (the "Property"); and

WHEREAS, the maturity of the indebtednesses has now been accelerated and is now past due and owing and the TEXAS BANK FOR COOPERATIVES has taken possession of the collateral covered by the security instruments, and has the right pursuant to the security instruments and applicable laws

ASSIGNMENT OF  
PLANT VARIETY PROTECTION CERTIFICATES - Page 1

See 79-71 for original  
8.5.4.001

to pursue its remedies against the collateral, including without limitation, the selling and offering for sale thereof, as provided for under the security instruments and applicable law; and

WHEREAS, the TEXAS BANK FOR COOPERATIVES, as secured party, has exercised its right in the collateral of GROWERS SEED ASSOCIATION, as debtor, and is now desirous of selling certain items of collateral under lien at a private sale pursuant to Article 9 of the Texas Business and Commerce Code; and

WHEREAS, the TEXAS BANK FOR COOPERATIVES has the sole right to make this assignment; and

WHEREAS, AGRIGENETICS CORPORATION ("Buyer"), a corporation organized under the laws of the State of New Mexico, whose mailing address is 14142 W. 20th Avenue, Golden, Colorado 80401, is desirous of acquiring the entire right, title and interest in and to general intangibles formerly owned by GROWERS SEED ASSOCIATION together with the Certificates of Plant Variety Protection as identified from the TEXAS BANK FOR COOPERATIVES ("Seller"), through such a private sale under Article 9 of the Texas Business and Commerce Code.

NOW, THEREFORE, in consideration of and exchange for the sum of Ten and No/100 Dollars (\$10.00) paid in hand by Buyer, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the Seller, as secured party, has sold, assigned, transferred and sent over, through a private sale under Article 9 of the Texas Business and Commerce Code, to Buyer, all the Seller's interest and all the GROWERS SEED ASSOCIATION'S interest in the above-described Certificates of Plant Variety Protection and that part of the goodwill of the business connected

THE STATE OF TEXAS       §  
  §  
COUNTY OF DALLAS       §

BEFORE ME, the undersigned authority, on this day personally appeared Assistant Vice President of TEXAS BANK FOR COOPERATIVES, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 9<sup>th</sup> day of December, A.D., 1981.

*Carolyn G. Farmer*  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS

*Carolyn G. Farmer*

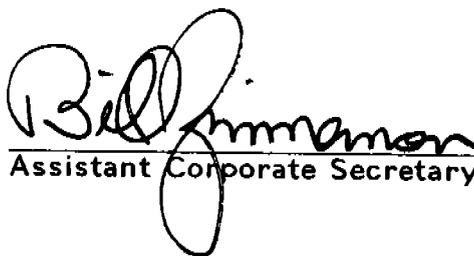
My Commission Expires:  
10-22-85

with the use of and symbolized by the Certificates, the same to be held and enjoyed by Buyer for its own use and enjoyment and the use and enjoyment of its successors, assigned by other legal representatives, and as it relates to the referenced Certificate, to enjoy to the end of the term for which said Certificates are granted or renewed, as fully and entirely as the same would have been held and enjoyed by TEXAS BANK FOR COOPERATIVES and GROWERS SEED ASSOCIATION if this assignment and sale had not been made, together with all claims for damages by reason of past infringement of said collateral or registrations with the right to sue for and collect the same for its own use and enjoyment of its successors, assigns or other legal representatives. Seller makes only those warranties and representations contained in Section 3.1 of the Asset Purchase Agreement dated December 9, 1981 between TEXAS BANK FOR COOPERATIVES and AGRIGENETICS CORPORATION.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 4<sup>th</sup> day of December, 1981.

ATTEST:

TEXAS BANK FOR  
COOPERATIVES

  
Assistant Corporate Secretary

By:   
Assistant Vice President

ASSIGNMENT OF CERTIFICATES AND  
APPLICATIONS OF PLANT VARIETY PROTECTION

WHEREAS, GROWERS SEED ASSOCIATION, a Marketing Cooperative Association organized under the terms of the State of Texas, whose address is P.O. Box 1656, Lubbock, Texas 79408, did make applications for Certificates of Plant Variety Protection with the Plant Variety Protection Office of the United States Department of Agriculture which Applications and Certificates are numbered and bear the dates as follows:

7400089	November 24, 1975	for 'GSA 71'
76TQ007	March 18, 1977	for 'GSA 75'
7100051	September 30, 1974	for Blanco 3363
7400088	November 24, 1975	for Stripper 31A
7900071	April 24, 1980	for 'GSA 74'
7900072	June 19, 1980	for 'GSA 78'

WHEREAS, GROWERS SEED ASSOCIATION sold, assigned, transferred and sent over to the TEXAS BANK FOR COOPERATIVES, a corporation organized under the laws of the United States of America, whose mailing address is P.O. Box 1424, Houston, Texas 77001, all right, title and interest in and to the said Applications and Certificates of Plant Variety Protection pursuant to an assignment dated July 28, 1981;

WHEREAS, TEXAS BANK FOR COOPERATIVES is now the sole and exclusive owner of said Applications and Certificates of Plant Variety Protection, and all interests therein, to and under the same and has the sole right to make this assignment;

WHEREAS, AGRIGENETICS CORPORATION, a corporation organized under the laws of the State of New Mexico, whose mailing address is 624 27th Street, Lubbock, Texas 79404, is desirous of acquiring the entire

right, title and interest in and to the said Applications and Certificates of Plant Variety Protection; and

WHEREAS, GROWERS SEED ASSOCIATION acknowledges TEXAS BANK FOR COOPERATIVES' right to assign the said Applications and Certificates of Plant Variety Protection and GROWERS SEED ASSOCIATION desires to join in the assignment of all right, title and interest in and to the said Applications and Certificates of Plant Variety Protection in order to transfer any and all right, title or interest it may have in the same to AGRIGENETICS CORPORATION and to resolve any uncertainty which may exist as to the true and lawful owner of the said Applications and Certificates of Plant Variety Protection (e.g. AGRIGENETICS CORPORATION);

NOW, THEREFORE, in consideration of and exchange for the sum of One and No/100 Dollars (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, GROWERS SEED ASSOCIATION, has sold, assigned, transferred and sent over to AGRIGENETICS CORPORATION, all its right, title and interest in and to the said Applications and Certificates of Plant Variety Protection, the same to be held and enjoyed by the AGRIGENETICS CORPORATION for its own use and enjoyment and the use and enjoyment of its successors, assigns or other legal representatives, to the end of the term for which said Applications and Certificates of Plant Variety Protection are granted or reissued, as fully and entirely as the same would have been held and enjoyed by GROWERS SEED ASSOCIATION and the TEXAS BANK FOR COOPERATIVES if this assignment and sale had not been made, together with all claims for damages by reason of past infringement of said Applications and Certificates with the right to

sue for and collect the same for its own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Growers warrants and represents the following, to-wit:

(i) To the best knowledge and belief of Growers, the Bank has validly and lawfully taken possession of the said Applications and Certificates of Plant Variety Protection pursuant to applicable provisions of the Texas Business and Commerce Code and agreements with Growers;

(ii) To the best knowledge and belief of Growers, the Bank's security interest giving rise to its possession of the said Applications and Certificates of Plant Variety Protection was a valid, prior and perfected security interest; and

(iii) To the best knowledge and belief of Growers, other than those previously communicated to Buyer in writing, there are no persons other than Growers or the Bank who have had or presently have any interest in the said Applications and Certificates of Plant Variety Protection nor does there exist any other facts which prevent Buyer from obtaining, pursuant to the terms, the execution and the delivery of this Bill of Sale, good and marketable title to the said Applications and Certificates of Plant Variety Protection, free and clear of all liens, pledges, charges and encumbrances whatsoever.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 15 day of December, 1981.

GROWERS SEED ASSOCIATION

By: R.D. McCallister  
Its: Chairman of Board

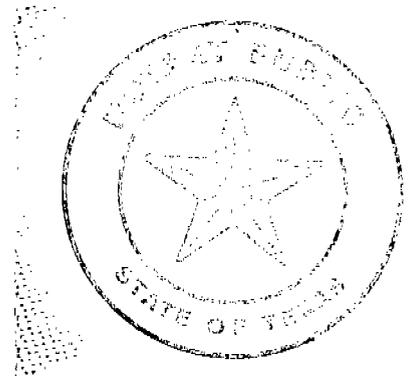
THE STATE OF TEXAS     §  
  §  
COUNTY OF LUBBOCK   §

BEFORE ME, the undersigned authority, on this day personally appeared R.D. McCallister, <sup>CHAIRMAN</sup> <sub>OF BOARD</sub> of GROWERS SEED ASSOCIATION, a cooperative association, who acknowledged to me that he executed the above and foregoing instrument as the act and deed of said association and for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 15 day of December, 1981.

Stephen L. Shanklin  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS

My commission expires:  
4-3-85



STEPHEN L. SHANKLIN

*Per 2.B.c. 2-9-82*

CERTIFICATES AND APPLICATIONS OF PLANT VARIETY PROTECTION

ASSIGNMENT AND SECURITY AGREEMENT

I. Parties, Collateral, and Other Obligations

THIS SECURITY AGREEMENT dated December 9, 1981 between AGRIGENETICS CORPORATION, a corporation duly organized under the laws of the State of New Mexico (the "Corporation"), having a mailing address at 14142 W. 20th Avenue, Golden, Colorado 80401 and the TEXAS BANK FOR COOPERATIVES (the "Bank") having a mailing address at P.O. Box 1424, Houston, Harris County, Texas.

PURSUANT to the terms and provisions of the Repayment Agreement of even date herewith between Corporation and the Bank, the Bank has agreed to lend to Corporation the sum of One Million Five Hundred Thousand and no/100 Dollars (\$1,500,000.00) at any time outstanding, and part of the inducement for the Bank to make such loan is the execution by Corporation of the Security Agreement of even date herewith (the "Agreement"), and this Security Agreement for filing with the Plant Variety Protection Office of the United States Department of Agriculture, such indebtednesses to be evidenced by promissory note ("Note") of even date herewith payable to the order of the Bank, and payment of the Note and any other Obligations of Corporation to the Bank pursuant to the Repayment Agreement of even date herewith are to be secured by, among other things, the security interests created hereby.

NOW, THEREFORE, in consideration of the premises, and as an inducement to the Bank to enter into the Repayment Agreement and to make the loans contemplated thereby, the Corporation hereby agrees with the Bank as follows: In order to secure payment of the Note and other Obligations (as defined in the Agreement), the Corporation hereby pledges, assigns and grants to the Bank a continuing security interest in and lien on all of the Applications and Certificates of Plant Variety Protection made with the Plant Variety Protection Office of the U.S. Department of Agriculture which Applications and Certificates are numbered and bear the dates as listed below with the right to sue, in Bank's own name or joined with Corporation, for past, present, or future violations of the rights in the protected varieties.

7400089  
76TQ007

November 24, 1975  
March 18, 1977

for 'GSA 71'  
for 'GSA 75'

7100051  
7400088  
7900071  
7900072

September 30, 1974  
November 24, 1975  
April 24, 1980  
June 19, 1980

for Blanco 3363  
for Stripper 31A  
for 'GSA 74'  
for 'GSA 78'

II. Prosecution and Maintenance of Trademarks

Corporation shall diligently apply for, prosecute, maintain and preserve its rights in the above trademarks, all expenses of which shall be borne by Corporation.

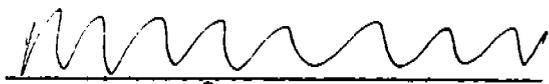
III. Termination

Upon the payment in full of all accounts due under the Note and all other Obligations of the Corporation due under the Agreement and this Security Agreement to the Bank, the Bank shall execute and deliver to the Corporation all such documents and instruments as shall be necessary to evidence termination of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed by their authorized representatives as of the date first above written.

ATTEST:

AGRIGENETICS CORPORATION

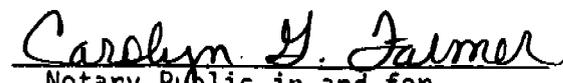
  
Secretary

By 

THE STATE OF TEXAS |  
COUNTY OF Dallas |

BEFORE ME, the undersigned authority, on this day personally appeared James O. Gilbreath Jr., Vice President of Agrigenetics Corporation known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein shown.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 9<sup>th</sup> day of December, A.D., 1981.

  
Notary Public in and for  
County, T E X A S.

Carolyn G. Farmer  
Expires: 10-22-85

THE STATE OF TEXAS  
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared James O. Gilbreath, Jr., Vice President of Agrigenetics Corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein shown.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 9th day of February, A.D., 1982.

  
Notary Public in and for Harris  
County, T E X A S.

HELEN PAVLAS  
Notary Public State of Texas  
My Commission Expires January 31, 1985  
Bonded by L. Alexander Lovett, Lawyers Surety Corp.

State of Colorado )  
                          ) ss  
County of Boulder )

CERTIFICATE

I, Andrea Ryder, a notary public in and for the aforesaid county and state, hereby certify that the attached photocopy of an Assignment of Certificates and Applications of Plant Variety Protection is a true copy of the original thereof.

Andrea Ryder  
Notary Public

My commission expires August 16, 1988.

ASSIGNMENT OF CERTIFICATES AND  
APPLICATIONS OF PLANT VARIETY PROTECTION

WHEREAS, GROWERS SEED ASSOCIATION, a Marketing Cooperative Association organized under the terms of the State of Texas, whose address is P.O. Box 1656, Lubbock, Texas 79408, did make applications for Certificates of Plant Variety Protection with the Plant Variety Protection Office of the United States Department of Agriculture which Applications and Certificates are numbered and bear the dates as follows:

7400089	November 24, 1975	for 'GSA 71'
76TQ007	March 18, 1977	for 'GSA 75'
7100051	September 30, 1974	for Blanco 3363
7400088	November 24, 1975	for Stripper 31A
7900071	April 24, 1980	for 'GSA 74'
7900072	June 19, 1980	for 'GSA 78'

WHEREAS, GROWERS SEED ASSOCIATION sold, assigned, transferred and sent over to the TEXAS BANK FOR COOPERATIVES, a corporation organized under the laws of the United States of America, whose mailing address is P.O. Box 1424, Houston, Texas 77001, all right, title and interest in and to the said Applications and Certificates of Plant Variety Protection pursuant to an assignment dated July 28, 1981;

WHEREAS, TEXAS BANK FOR COOPERATIVES is now the sole and exclusive owner of said Applications and Certificates of Plant Variety Protection, and all interests therein, to and under the same and has the sole right to make this assignment;

WHEREAS, AGRIGENETICS CORPORATION, a corporation organized under the laws of the State of New Mexico, whose mailing address is 624 27th Street, Lubbock, Texas 79404, is desirous of acquiring the entire

right, title and interest in and to the said Applications and Certificates of Plant Variety Protection; and

WHEREAS, GROWERS SEED ASSOCIATION acknowledges TEXAS BANK FOR COOPERATIVES' right to assign the said Applications and Certificates of Plant Variety Protection and GROWERS SEED ASSOCIATION desires to join in the assignment of all right, title and interest in and to the said Applications and Certificates of Plant Variety Protection in order to transfer any and all right, title or interest it may have in the same to AGRIGENETICS CORPORATION and to resolve any uncertainty which may exist as to the true and lawful owner of the said Applications and Certificates of Plant Variety Protection (e.g. AGRIGENETICS CORPORATION); .

NOW, THEREFORE, in consideration of and exchange for the sum of One and No/100 Dollars (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, GROWERS SEED ASSOCIATION, has sold, assigned, transferred and sent over to AGRIGENETICS CORPORATION, all its right, title and interest in and to the said Applications and Certificates of Plant Variety Protection, the same to be held and enjoyed by the AGRIGENETICS CORPORATION for its own use and enjoyment and the use and enjoyment of its successors, assigns or other legal representatives, to the end of the term for which said Applications and Certificates of Plant Variety Protection are granted or reissued, as fully and entirely as the same would have been held and enjoyed by GROWERS SEED ASSOCIATION and the TEXAS BANK FOR COOPERATIVES if this assignment and sale had not been made, together with all claims for damages by reason of past infringement of said Applications and Certificates with the right to

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sue for and collect the same for its own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Growers warrants and represents the following, to-wit:

(i) To the best knowledge and belief of Growers, the Bank has validly and lawfully taken possession of the said Applications and Certificates of Plant Variety Protection pursuant to applicable provisions of the Texas Business and Commerce Code and agreements with Growers;

(ii) To the best knowledge and belief of Growers, the Bank's security interest giving rise to its possession of the said Applications and Certificates of Plant Variety Protection was a valid, prior and perfected security interest; and

(iii) To the best knowledge and belief of Growers, other than those previously communicated to Buyer in writing, there are no persons other than Growers or the Bank who have had or presently have any interest in the said Applications and Certificates of Plant Variety Protection nor does there exist any other facts which prevent Buyer from obtaining, pursuant to the terms, the execution and the delivery of this Bill of Sale, good and marketable title to the said Applications and Certificates of Plant Variety Protection, free and clear of all liens, pledges, charges and encumbrances whatsoever.

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IN WITNESS WHEREOF, I have hereunto set my hand and seal this  
15 day of December, 1981.

GROWERS SEED ASSOCIATION

By: R.D.M. Callister  
Its: Chairman of Board

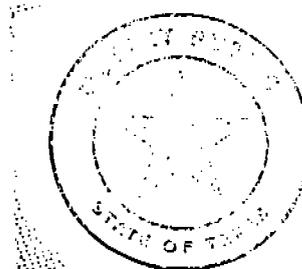
THE STATE OF TEXAS   §  
                                  §  
COUNTY OF LUBBOCK   §

BEFORE ME, the undersigned authority, on this day personally  
appeared R.D. McCallister, <sup>Chairman</sup> of Board of GROWERS SEED  
ASSOCIATION, a cooperative association, who acknowledged to me that he  
executed the above and foregoing instrument as the act and deed of said  
association and for the purposes and consideration therein expressed and in  
the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 15 day of  
December, 1981.

Stephen L. Shanklin  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS

My commission expires:  
4-3-85



STEPHEN L. SHANKLIN

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7400088

State of Colorado     )  
                              ) ss  
County of Boulder     )

CERTIFICATE

I, Andrea Ryder, a notary public in and for the aforesaid county and state, hereby certify that the attached photocopy of the Articles of Merger of Agrigenetics Corporation (New Mexico) into Agrigenetics Corporation (Delaware) is a true copy of the original thereof.

  
\_\_\_\_\_  
Notary Public

My commission expires August 16, 1988.

STATE OF NEW MEXICO

CERTIFICATE OF COMPARISON  
OF

AGRIGENETICS CORPORATION

STATE OF NEW MEXICO

I hereby certify that the annexed is a true and complete copy of the 12 page document on file in this office.

DATED: August 31, 1982

STATE CORPORATION COMMISSION

BY: *[Signature]*

This Certification Stamp Replaces Our Previous Certification System.

NMSA 53-18-4 and 53-8-93 Effective 11-1-80



*In Testimony Whereof, the State Corporation Commission of the State of New Mexico has caused this certificate to be signed by its Chairman and the seal of said Commission to be affixed at the City of Santa Fe*

*[Signature]*  
Chairman

ARTICLES OF MERGER  
of  
AGRIGENETICS CORPORATION  
(New Mexico)  
into  
AGRIGENETICS' CORPORATION  
(Delaware)

FILED IN THE OFFICE OF THE  
STATE COMMISSIONER OF CORPORATIONS  
AND FRANCHISES

AUG 31 1982

CORPORATION  
FRANCHISE TAX DEPT.

The undersigned officers of Agrigenetics Corporation, a New Mexico corporation, ("Agrigenetics New Mexico") and of Agrigenetics Corporation, a Delaware corporation, ("Agrigenetics Delaware") hereby certify as follows:

1. Agrigenetics New Mexico and Agrigenetics Delaware duly adopted and entered into the Plan and Agreement of Merger, dated August 2, 1982, a copy of which is attached hereto.

2. As to Agrigenetics New Mexico there are and were at all times relevant to the merger 9,580,964 shares of Common Stock, \$.10 par value, outstanding and no shares of Special Class A stock outstanding.

3. As to Agrigenetics Delaware, there were no shares outstanding at the time of the approval of the Plan and Agreement of Merger.

4. As to Agrigenetics New Mexico 8,281,485 shares of Common Stock, \$.10 par value, voted for the Plan and Agreement of Merger and no shares voted against the Plan and Agreement of Merger.

5. As to Agrigenetics Delaware the Plan and Agreement of Merger was duly approved by the Board of Directors pursuant to Delaware law prior to the issuance of any stock.

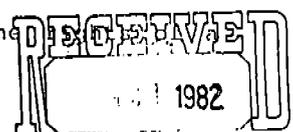
6. Agrigenetics Delaware hereby agrees that it may be served with process in New Mexico in any proceeding for the enforcement of any obligation of Agrigenetics New Mexico and

in any proceeding for the enforcement of the

AUG 31 1982

FRANCHISE

STC



N. M. ST. CORP. COMM.  
CORP. - FRANCHISE TAX DEPTS.

dissenting shareholder of Agrigenetics New Mexico against Agrigenetics Delaware.

7. Agrigenetics Delaware hereby irrevocably appoints the Secretary of State of New Mexico as its agent to accept service of process in any proceeding described in the preceding paragraph.

8. Agrigenetics Delaware will promptly pay to any dissenting shareholders of Agrigenetics New Mexico the amount, if any, to which such dissenting shareholder is entitled under the provisions of the New Mexico Business Corporation Act with respect to the rights of dissenting shareholders.

IN WITNESS WHEREOF, we have executed on behalf of Agrigenetics New Mexico and Agrigenetics Delaware, these Articles of Merger this 31<sup>st</sup> day of August, 1982.

AGRIGENETICS CORPORATION  
A New Mexico Corporation

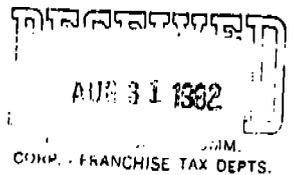
By Murray Robinson  
Vice President

By James B. Alby  
Secretary

AGRIGENETICS CORPORATION  
A Delaware Corporation

By Murray Robinson  
Vice President

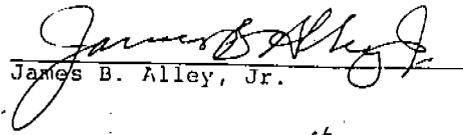
By James B. Alby  
Secretary



Verification

STATE OF NEW MEXICO        )  
                                  ) ss.  
COUNTY OF SANTA FE        )

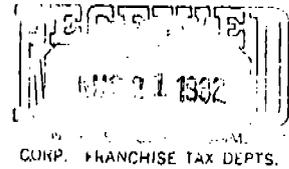
JAMES B. ALLEY, JR., Secretary of Agrigenetics Corporation, a New Mexico corporation, and Secretary of Agrigenetics Corporation, a Delaware corporation, states that he has read the foregoing Articles of Merger and that the statements therein are true and correct to the best of his knowledge and belief.

  
James B. Alley, Jr.

Subscribed and sworn to before me this 31<sup>st</sup> day of August, 1982.

  
Notary Public

My Commission expires:  
8-22-83



PLAN AND AGREEMENT OF MERGER

THIS PLAN AND AGREEMENT OF MERGER ("Merger Agreement") is made and entered into this 2nd day of August, 1982 by and between AGRIGENETICS CORPORATION, a New Mexico corporation ("Agrigenetics New Mexico"), and AGRIGENETICS CORPORATION, a Delaware corporation and a wholly owned subsidiary of Agrigenetics New Mexico ("Agrigenetics Delaware").

WHEREAS, Agrigenetics New Mexico is a corporation duly organized and existing under the laws of the State of New Mexico;

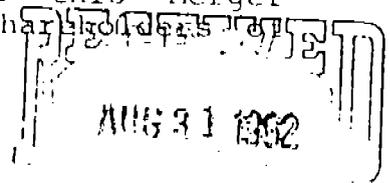
WHEREAS, Agrigenetics Delaware is a corporation duly organized and existing under the laws of the State of Delaware;

WHEREAS, on the date of this Merger Agreement Agrigenetics New Mexico has authority to issue twenty million four hundred fifty thousand shares, consisting of four hundred fifty thousand shares of Special Class A Stock, par value \$.10 per share ("New Mexico Special Class A Stock"), of which no shares are issued and outstanding; and twenty million shares of Common Stock, par value \$.10 per share ("New Mexico Common Stock"), of which 9,580,964 shares are issued and outstanding;

WHEREAS, on the date of this Merger Agreement Agrigenetics Delaware has authority to issue twenty-one million shares, consisting of one million shares of Special Class A Stock \$.10 par value ("Delaware Special Class A Stock"), of which no shares are issued and outstanding; and twenty million shares of Common Stock, par value \$.10 per share ("Delaware Common Stock"), of which ten shares are issued and outstanding and owned by Agrigenetics New Mexico;

WHEREAS, the respective Boards of Directors of Agrigenetics New Mexico and Agrigenetics Delaware have determined that it is advisable and to the advantage of said two corporations that Agrigenetics New Mexico merge into Agrigenetics Delaware upon the terms and conditions herein provided for the purpose of effecting the reincorporation of Agrigenetics New Mexico in the State of Delaware; and

WHEREAS, the respective Boards of Directors of Agrigenetics New Mexico and Agrigenetics Delaware have approved this Merger Agreement and the board of directors of Agrigenetics New Mexico has directed that this Merger Agreement be submitted to a vote of the shareholders of Agrigenetics New Mexico;



C. MICHAEL TAYLOR

NOW, THEREFORE, in consideration of the mutual agreements and covenants set forth herein, Agrigenetics New Mexico and Agrigenetics Delaware hereby agree to merge as follows:

1. Merger. Agrigenetics New Mexico shall be merged with and into Agrigenetics Delaware, and Agrigenetics Delaware shall survive the merger ("Merger"). The Merger shall become effective upon the time and date of filing of such documents as may be required under applicable law ("Effective Date").

2. Directors and Officers and Governing Documents. The directors and officers of Agrigenetics Delaware shall be the same upon the Effective Date as they are immediately prior thereto. The Certificate of Incorporation of Agrigenetics Delaware, as in effect on the Effective Date, shall continue to be the Certificate of Incorporation of Agrigenetics Delaware as the surviving corporation without change or amendment until further amended in accordance with the provisions thereof and applicable laws. The By-Laws of Agrigenetics Delaware, as in effect on the Effective Date, shall continue to be the By-Laws of Agrigenetics Delaware as the surviving corporation without change or amendment until further amended in accordance with the provisions thereof and applicable laws.

3. Succession. On the Effective Date, Agrigenetics Delaware shall succeed to all the rights and obligations of Agrigenetics New Mexico and shall possess all the rights, privileges, powers and franchises as well of a public as of a private nature, and be subject to all the restrictions, disabilities and duties of Agrigenetics New Mexico; and all and singular, the rights, privileges, powers and franchises of Agrigenetics New Mexico, and all property, real, personal and mixed, and all debts due to Agrigenetics New Mexico on whatever account, as well for stock subscriptions as all other things in action or belonging to Agrigenetics New Mexico shall be vested in Agrigenetics Delaware; and all property, rights, privileges, powers and franchises, and all and every other interest shall be thereafter as effectually the property of Agrigenetics Delaware as they were of Agrigenetics New Mexico, and the title to any real estate vested by deed or otherwise in Agrigenetics New Mexico, shall not revert or be in any way impaired; but all rights of creditors and all liens upon any property of Agrigenetics New Mexico shall be preserved unimpaired, and all debts, liabilities and duties of Agrigenetics New Mexico shall thenceforth attach to Agrigenetics Delaware, and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by it. All corporate acts, plans, policies, agreements, arrangements, approvals and authorizations of Agrigenetics New Mexico, its shareholders, board of directors and committees thereof, officers and agents which were valid and effective immediately prior

to the Effective Date, shall be taken for all purposes as the acts, plans, policies, agreements, arrangements, approvals and authorizations of Agrigenetics Delaware and shall be as effective and binding thereon as the same were with respect to Agrigenetics New Mexico. The employees and agents of Agrigenetics New Mexico shall become the employees and agents of Agrigenetics Delaware and continue to be entitled to the same rights and benefits which they enjoyed as employees and agents of Agrigenetics New Mexico. The requirements of any plans or agreements of Agrigenetics New Mexico involving the issuance or purchase by Agrigenetics New Mexico of certain shares of its capital stock shall be satisfied by the issuance or purchase of a like number of shares of Agrigenetics Delaware.

4. Further Assurances. From time to time, as and when required by Agrigenetics Delaware or by its successors and assigns, there shall be executed and delivered on behalf of Agrigenetics New Mexico such deeds and other instruments, and there shall be taken or caused to be taken by it all such further and other action, as shall be appropriate or necessary in order to vest, perfect or confirm, of record or otherwise, in Agrigenetics Delaware the title to and possession of all property, interests, assets, rights, privileges, immunities, powers, franchises and authority of Agrigenetics New Mexico, and otherwise to carry out the purposes of this Merger Agreement, and the officers and directors of Agrigenetics Delaware are fully authorized in the name and on behalf of Agrigenetics New Mexico or otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments.

5. Stock of Agrigenetics New Mexico. Upon the Effective Date, by virtue of the Merger and without any action on the part of the holder hereof, each share of the New Mexico Common Stock outstanding immediately prior thereto shall be changed and converted into and shall be one fully paid and nonassessable share of the Delaware Common Stock.

6. Stock Certificates. On and after the Effective Date, all of the outstanding certificates which immediately prior to the Effective Date represented shares of New Mexico Common Stock shall be deemed for all purposes to evidence ownership of, and to represent, shares of Delaware Common Stock into which the shares of New Mexico Common Stock formerly represented by such certificates have been converted as herein provided. The registered owner on the books and records of Agrigenetics Delaware or its transfer agents of any such outstanding stock certificate shall, until such certificate shall have been surrendered for transfer or otherwise accounted for to Agrigenetics Delaware or its transfer agents, have and be entitled to exercise any voting and other rights with respect to and to receive any dividend and other distributions upon the shares of Agrigenetics

Delaware Common Stock evidenced by such outstanding certificate as above provided.

7. Outstanding Options (Class A). Forthwith upon the Effective Date, each outstanding option to purchase shares of New Mexico Special Class A Stock granted under Agrigenetics New Mexico's Incentive Stock Option Plan (the "Plan") shall be converted into and become an option to purchase the same number of shares of Delaware Special Class A Stock at the same option price per share, and upon the same terms and subject to the same conditions as set forth in the Plan, as in effect on the Effective Date. The same number of shares of Delaware Special Class A Stock shall be reserved for purposes of the Plan as is equal to the number of shares of New Mexico Special Class A Stock so reserved as of the Effective Date. As of the Effective Date, Agrigenetics Delaware shall assume all obligations of Agrigenetics New Mexico under the Plan and the outstanding options or portions thereof granted pursuant to the Plan.

8. Outstanding Warrants (Common). Forthwith upon the Effective Date, any outstanding warrants or other options to purchase shares of New Mexico Common Stock shall entitle the holders to purchase the same number of shares of Delaware Common Stock upon the same terms and conditions as provided in the outstanding warrants or other applicable documents to which Agrigenetics New Mexico is a party.

9. Employee Benefit Plans. As of the Effective Date, Agrigenetics Delaware hereby assumes all obligations of Agrigenetics New Mexico under any and all employee benefit plans in effect as of said date or with respect to which employee rights or accrued benefits are outstanding as of said date.

10. Common Stock of Agrigenetics Delaware. Forthwith upon the Effective Date, the ten shares of Delaware Common Stock presently issued and outstanding in the name of Agrigenetics New Mexico shall be cancelled and retired and resume the status of authorized and unissued shares of Delaware Common Stock, and no shares of Delaware Common Stock or other securities of Agrigenetics Delaware shall be issued in respect thereof.

11. Covenants of Agrigenetics Delaware. Agrigenetics Delaware covenants and agrees that it will, on or before the Effective Date:

(a) Qualify to do business as a foreign corporation in the State of New Mexico, and in connection therewith irrevocably appoint an agent for service of process as required under the provision of Section 54-17-9 of the New Mexico Business Corporation Act.

(b) File any and all documents with the New Mexico State Corporation Commission necessary to the assumption by Agrigenetics Delaware of all the franchise tax liabilities of Agrigenetics New Mexico.

(c) Qualify to do business as a foreign corporation in the states where Agrigenetics New Mexico is qualified to do business and such other states as the board of directors deems necessary or desirable.

12. Book Entries. As of the Effective Date, entries shall be made upon the books of Agrigenetics Delaware in accordance with the following:

(a) The assets and liabilities of Agrigenetics Delaware shall be recorded at the same amounts at which they were carried on the books of Agrigenetics New Mexico immediately prior to the Effective Date, with appropriate adjustments to reflect the retirement of the ten shares of Delaware Common Stock presently issued and outstanding.

(b) There shall be credited to the Common Stock account of Agrigenetics Delaware the aggregate amount of the par value of all shares of Delaware Common Stock resulting from the conversion of the outstanding New Mexico Common Stock pursuant to the Merger.

(c) There shall be credited to the additional paid-in capital account of Agrigenetics Delaware the aggregate of the amount carried in the additional paid-in capital account of Agrigenetics New Mexico immediately prior to the Effective Date.

(d) There shall be credited to the retained earnings account of Agrigenetics Delaware the aggregate of the amount carried in the retained earnings account of Agrigenetics New Mexico immediately prior to the Effective Date.

13. Amendment. At any time before or after approval and adoption by the shareholders of Agrigenetics New Mexico and prior to the Effective Date, the Merger Agreement may be amended in any manner (except that Section 5 may not be amended without the approval of the shareholders of Agrigenetics New Mexico) as may be determined in the judgment of the respective Boards of Directors of Agrigenetics Delaware and Agrigenetics New Mexico to be necessary, desirable or expedient in order to clarify the intention of the parties hereto or to effect or facilitate the purposes and intent of this Merger Agreement; provided, however, that such amendment may not materially adversely affect the rights and interests of the stockholders of Agrigenetics New Mexico.

14. Abandonment. At any time before the Effective Date, this Merger Agreement may be terminated and the Merger may be abandoned by the board of directors of either Agrigenetics Delaware or Agrigenetics New Mexico or both, notwithstanding approval of this Merger Agreement by the stockholders of Agrigenetics Delaware or the shareholders of Agrigenetics New Mexico or both.

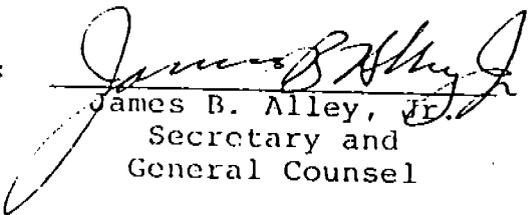
15. Counterparts. In order to facilitate the filing and recording of this Merger Agreement the same may be executed in two or more counterparts, each of which shall be deemed to be an original and the same agreement.

IN WITNESS WHEREOF, this Merger Agreement, having first been duly approved by resolution of the boards of directors of Agrigenetics New Mexico and Agrigenetics Delaware, is hereby executed on behalf of each of said two corporations by their respective officers thereunto duly authorized, on the date first above written.

AGRIGENETICS CORPORATION  
A New Mexico Corporation

By:   
David J. Padwa  
Chairman of the Board and  
Chief Executive Officer

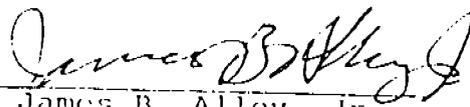
ATTEST:

By:   
James B. Alley, Jr.  
Secretary and  
General Counsel

AGRIGENETICS CORPORATION  
A Delaware Corporation

By:   
David J. Padwa  
Chairman of the Board and  
Chief Executive Officer

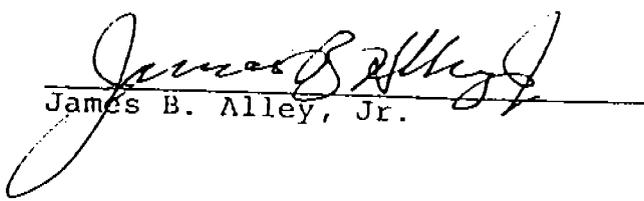
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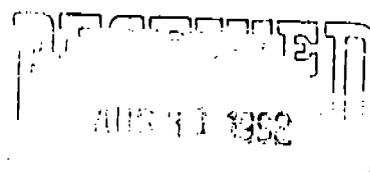
By:   
James B. Alley, Jr.  
Secretary and  
General Counsel

Certificate of Secretary

I, James B. Alley, Jr., Secretary of AGRIGENETICS CORPORATION, a Delaware corporation, hereby certify, as such Secretary, that no vote of the stockholders of said corporation was required with respect to the merger described in the Plan and Agreement of Merger to which this Certificate is attached and that said Plan and Agreement of Merger has been adopted pursuant to Subsection 251(f) of the General Corporation Law of the State of Delaware and that as of the date of this Certificate, the outstanding shares of said corporation were such as to render that subsection applicable.

IN WITNESS WHEREOF, I have executed this Certificate on behalf of said corporation this 2nd day of August, 1982.

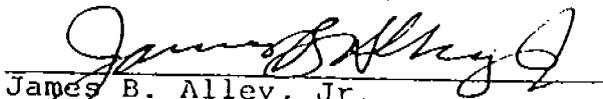
  
James B. Alley, Jr.



Certificate of Secretary

I, James B. Alley, Jr., Secretary of AGRIGENETICS CORPORATION, a New Mexico corporation ("Agrigenetics New Mexico"), do hereby certify, as such Secretary, that the Plan and Agreement of Merger to which this Certificate is attached, after having been first duly adopted and executed by Agrigenetics New Mexico and AGRIGENETICS CORPORATION, a Delaware corporation, was duly submitted to the stockholders of Agrigenetics New Mexico at a meeting of stockholders called for the purpose of acting on said Plan and Agreement of Merger after due notice of the time, place and purpose of said meeting was mailed to each holder of common stock of Agrigenetics New Mexico at his address as it appears on the records of Agrigenetics New Mexico in the manner provided by New Mexico law, and that at said meeting the Plan and Agreement of Merger was considered and a vote taken for its adoption or rejection and that at said meeting at least two-thirds of the outstanding common stock of Agrigenetics New Mexico entitled to vote thereon was voted for the adoption of said Plan and Agreement of Merger, and that at the time of said meeting no Special Class A stock was outstanding, and that thereby said Plan and Agreement of Merger was at said meeting duly adopted as the act of the stockholders of Agrigenetics New Mexico and as the agreement and act of Agrigenetics New Mexico.

IN WITNESS WHEREOF, I have executed this Certificate on behalf of said corporation this 27th day of August, 1982.

  
James B. Alley, Jr.

Second Execution of Plan and Agreement of Merger

The foregoing Plan and Agreement of Merger having been duly adopted and executed by AGRIGENETICS CORPORATION, a Delaware corporation ("Agrigenetics Delaware"), and by AGRIGENETICS CORPORATION, a New Mexico corporation ("Agrigenetics New Mexico"), in accordance with the General Corporation Law of the State of Delaware, and having been duly submitted to the stockholders of Agrigenetics New Mexico and having been duly adopted by the requisite vote of the outstanding stock of said corporation entitled to vote thereon, and no vote of the stockholders of Agrigenetics Delaware having been required, and those facts having been certified on said Plan and Agreement of Merger by the Secretary of Agrigenetics Delaware and by the Secretary of Agrigenetics New Mexico, the Chairman of the Board of Agrigenetics Delaware and the Chairman of the Board of Agrigenetics New Mexico do hereby execute said Plan and Agreement of Merger in accordance with the General Corporation Law of the State of Delaware, and the Secretary of Agrigenetics Delaware and the Secretary of Agrigenetics New Mexico do hereby attest such execution of their respective corporations as the respective act, deed and agreement of each of said corporations, on this 27th day of August, 1982.

AGRIGENETICS CORPORATION  
A Delaware Corporation

By David J. Padwa  
David J. Padwa  
Chairman of the Board

ATTEST:

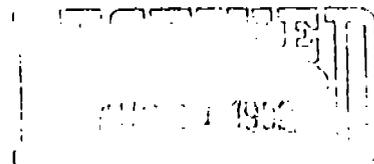
By James B. Alley, Jr.  
James B. Alley, Jr.  
Secretary

AGRIGENETICS CORPORATION  
A New Mexico Corporation

By David J. Padwa  
David J. Padwa  
Chairman of the Board

ATTEST:

By James B. Alley, Jr.  
James B. Alley, Jr.  
Secretary



A  
LICENSE TO DELPIS

NOTE: Full merger documentation is on  
file in transfer file.

For: Cotton Variety GSC 30 )  
Certificate No.: 8800048 )  
Issue Date: July 29, 1988 )  
Owner: Agrigenetics Corporation )

7400088

REQUEST FOR RECORDATION OF TITLE DOCUMENTS

Commissioner of the Plant  
Variety Protection Office  
United States Department  
of Agriculture  
10301 Baltimore Blvd.  
Beltsville, MD 20705-2351

Sir:

Enclosed please find notarially certified copies of the  
following merger documents:

1) merger of Agrigenetics Corporation, a New Mexico  
Corporation into Agrigenetics Corporation, a Delaware Corporation;  
and

2) merger of Agrigenetics Corporation, a Delaware  
Corporation into The Lubrizol Corporation Corporation, an Ohio  
Corporation.

Please record these documents against the above Plant  
Variety Protection Certificates.

Title to said certificates should now be reflected in  
Lubrizol Corporation, an Ohio Corporation.

Enclosed is a check in the amount of \$275.00 for the  
recording fee (\$25.00 for each certificate).

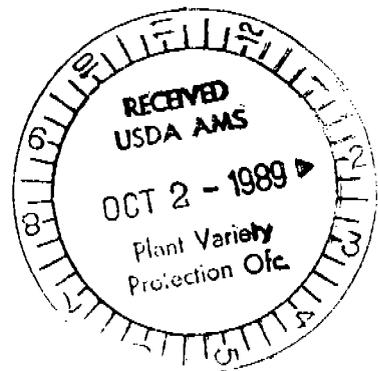
Respectfully submitted,

*Ellen P. Winner*

Ellen P. Winner  
Patent Office Reg. No. 28,547

Greenlee and Associates  
5370 Manhattan Circle  
Suite 201  
Boulder, CO 80303  
(303) 499-8080

leb: 9/28/89



IN THE UNITED STATES DEPARTMENT OF AGRICULTURE

For: Cotton Variety Blanco 3363 )  
Certificate No.: 7100051 )  
Issue Date: September 30, 1974 )  
Owner: Agrigenetics Corporation )

For: Cotton Variety Stripper 31A )  
Certificate No.: 7400088 )  
Issue Date: November 24, 1975 )  
Owner: Agrigenetics Corporation )

For: Cotton Variety GSA 71 )  
Certificate No.: 7400089 )  
Issue Date: November 24, 1975 )  
Owner: Agrigenetics Corporation )

For: Cotton Variety GSA 75 )  
Certificate No.: 7605007 )  
Issue Date: March 18, 1977 )  
Owner: Agrigenetics Corporation )

For: Cotton Variety GSA 74 )  
Certificate No.: 7900091 )  
Issue Date: April 24, 1980 )  
Owner: Agrigenetics Corporation )

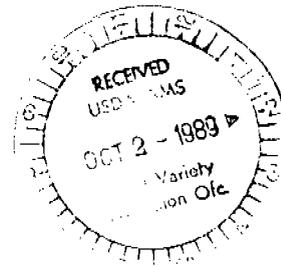
For: Cotton Variety GSA 78 )  
Certificate No.: 7900072 )  
Issue Date: June 19, 1980 )  
Owner: Agrigenetics Corporation )

For: Cotton Variety GSC 25 )  
Certificate No.: 8400057 )  
Issue Date: December 21, 1984 )  
Owner: Agrigenetics Corporation )

For: Cotton Variety GSC 20 )  
Certificate No.: 8400101 )  
Issue Date: November 30, 1984 )  
Owner: Agrigenetics Corporation )

For: Cotton Variety GSC 27 )  
Certificate No.: 8700005 )  
Issue Date: August 31, 1987 )  
Owner: Agrigenetics Corporation )

For: Cotton Variety GSC 71 )  
Certificate No.: 8700006 )  
Issue Date: August 31, 1987 )  
Owner: Agrigenetics Corporation )



STATE OF COLORADO    )  
                          )    SS.  
COUNTY OF BOULDER    )

I, Andrea Ryder, notary public for the above county and state, certify that the attached copies of merger documents showing merger of Agrigenetics Corporation, a New Mexico Corporation, into Agrigenetics Corporation, a Delaware Corporation; and Agrigenetics Corporation, a Delaware Corporation into The Lubrizol Corporation, an Ohio Corporation are true and correct copies of the originals thereof, which were filed with the Delaware Secretary of State.

Subscribed and sworn to before me in the County of Boulder, State of Colorado, this 24<sup>th</sup> day of September, 1989.

\_\_\_\_\_  
*Andrea Ryder*

**My Commission expires August 16, 1992**

COTT

PV No. 7400088

'Stripper 31A'

An excess seed sample of this variety was returned to the PVP Office by the National Seed Storage Laboratory. The excess seed was destroyed by PVPO personnel on NOV 14 1994.