



REDDY ROBIN™ BRAND
PremP109 Pear Variety (USPP 24,408)



U.S. PLANT PATENT AND TRADEMARK LICENSE ("License")

1. This royalty bearing License No. \_\_\_\_\_ is granted, effective this \_\_\_\_\_ to the below identified Grower only for use with the PremP109 Cultivar trees planted at the following orchard location in the United States ("Licensed Trees"):

Grower: \_\_\_\_\_; Tree Count: 0; Location: \* \_\_\_\_\_; Parcel Number \* \_\_\_\_\_.

2. The Associated International Group of Nurseries, Inc., ("AIGN") is the owner in the United States of the REDDY ROBIN™ trademark. Brandt's Fruit Trees, Inc., ("BFT") is the exclusive AIGN nursery member in the U.S. and is also the exclusive master licensee in the U.S. of all rights under U.S. Plant Patent 24,408 (the '408 Patent) protecting the PremP109 cultivar plant patent rights.

REDDY ROBIN™ Brand
REDDY ROBIN™ Brand PremP109 cv.
REDDY ROBIN™ Brand PremP109 variety

or



3. Grower agrees that this License is contingent upon payment in full of the tree price and all royalties due for this License, including a two part royalty comprising a tree royalty and a continuing fruit production royalty. The tree royalty is a one-time payment that Grower pays directly to the licensed nursery that sold Grower the Licensed Trees.

4. BFT has designated Proprietary Variety Management LLC (PVM) to verify compliance with this License. Grower agrees that BFT and PVM are authorized to: (1) Inspect, map, photograph, and take DNA samples from all orchard properties owned, leased, or controlled by Grower; (2) Inspect any public or private packing, storage, or shipping facilities where Grower's pears are located; and (3) Obtain, review and copy all public and private phytosanitary and shipping documents (without redactions of any kind) in the possession of any Customs or Agriculture Department government agency of any country or private business that are related to Grower's pears or other products.

5. This License does not authorize the import or export of any PremP109 pears, or the use of the REDDY ROBIN™ trademark with the Licensed Pears, or any other pears, that are imported or exported to or from the United States. Grower must enter into a separate royalty bearing plant patent/trademark license to use the REDDY ROBIN™ trademarks with PremP109 pears that are imported or exported to or from the United States.

6. Any failure by Grower, or any Subsequent Purchaser, to strictly and timely comply with any requirement, prohibition, or condition of this License shall immediately terminate this License, without notice, and all Licensed Trees and Licensed Pears will immediately become infringing trees and infringing pears, subjecting the Grower, and/or subsequent purchaser, to monetary damages, injunctive relief, and destruction of trees, pears, and packaging materials under U.S. patent and trademark laws.

Table with 3 columns for signatures: Brandt's Fruit Trees, LLC (BFT); Proprietary Variety Management, LLC (PVM); and a blank space for the Grower's signature.