



**FARMGATE ADDENDUM TO
NON-EXCLUSIVE GROWER AGREEMENT
(WA-38 APPLE VARIETY)**

This Farmgate Addendum ("Addendum") is made effective as of _____ as an addendum to that certain Grower Agreement dated _____ (attached hereto and as modified by this Addendum, the "Agreement"), between Northwest Nursery Improvement Institute ("NNII") and _____ ("Grower"). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Agreement.

If Farmgate tree use is indicated below the signature block of the Agreement, the following provisions shall apply.

1. Farmgate License. In addition to the license contained in the Agreement, Grower shall have a non-exclusive, royalty-bearing, limited license to

- a. harvest the Licensed Apples produced by those Licensed Trees;
- b. sell the Licensed Apples subject to royalty assessments at Farmgate, either directly or through another Farmgate entity; and
- c. use and display the Cosmic Crisp TM Brand and logo (but strictly in accordance with approved brand standards) in connection with Farmgate sales.

2. Trademark Requirements. Grower may only use the Trademark for whole fruit grown from Licensed Trees that are U.S. Fancy grade or better and that otherwise meet required quality standards for the brand. The license may be terminated in the event of any conduct by Grower that would create material risks to Washington State University's Trademark rights. Any fruit grown on the Licensed Trees that does not meet the grade and quality standards may only be used, consumed, or sold for processing. Grower must positively support and promote COSMIC CRISP TM Brand as a trademark, and not as a varietal name, and must always use the Trademark as in one of the following examples:

COSMIC CRISP TM Brand
COSMIC CRISP TM Brand WA 38 cv.
COSMIC CRISP TM Brand WA 38 variety

3. Farmgate Royalties. Fruit Production Royalties for Farmgate sales will be assessed and paid beginning in the second (2nd) year after planting in the amount of Two Dollars (\$2.00) per Licensed Tree per year of the total amount of Licensed Trees planted; this assessed amount will be paid by the Grower to Proprietary Variety Management on or before November 1 of each year .

Addendum Controls. The provisions of this Addendum shall control over and supersede any conflicting provisions of the Agreement, or any other written document related to the subject matter hereof.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the Effective Date:

<p>Licensed Nursery, signing on behalf of the NORTHWEST NURSERY IMPROVEMENT INSTITUTE:</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p>	<p>_____</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p>
---	--

SAMPLE