

MASTER LICENSE AGREEMENT

Between

PURDUE RESEARCH FOUNDATION

and

International Fruit Obtention

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MASTER LICENSE AGREEMENT

THIS MASTER LICENSE AGREEMENT is made and entered into as of May 9, 2012 ("Effective Date"), by and between PURDUE RESEARCH FOUNDATION, a statutory body corporate formed and existing under the Indiana Foundation or Holding Companies Act of 1921 (hereinafter referred to as "PRF"), and International Fruit Obtention, a French corporation (hereinafter referred to as "LICENSEE") collectively referred to hereinafter as the "Parties."

WITNESSETH

WHEREAS, Purdue University researchers have made one or more valuable technologies generally known as "Apple Tree - GoldRush (Coop 38)" (PRF Ref. No.: 92093) ("Invention"). The Invention is subject to a registered trademark described in **Schedule A**;

WHEREAS, the Purdue University Board of Trustees has, by general resolution and/or assignment, designated PRF to administer all matters pertaining to protection, use and commercialization of the intellectual property developed at Purdue University;

WHEREAS, LICENSEE desires to hereby enter into this Agreement whereby LICENSEE obtains rights to use the Invention and Licensed Intellectual Property Rights for commercial purposes; and

WHEREAS, PRF is willing to enter into this Agreement with LICENSEE, under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and premises contained herein, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

ARTICLE 1. DEFINITIONS

The following terms as used herein shall have the following meaning:

1.1 "Agreement" or "License Agreement" means this Agreement, including all Schedules attached to this Agreement.

1.2 "Annual Period" means a calendar year during the Term of the Agreement.

1.3 "Commercially Reasonable Efforts" means with respect to the commercialization of a Licensed Plant Material, efforts that are consistent with those utilized by companies of size and type similar to LICENSEE (or, if applicable, a Sublicensee), for products with similar commercial potential at a similar stage, taking into consideration their cost to develop, the competitiveness of alternative products, the nature and extent of their market exclusivity, the likelihood of regulatory approval, their profitability, and all other relevant factors.

1.4 "Federal IP Policy" means the U.S. law and regulations applicable to intellectual property funded in whole or in part by the U.S. Government, including without limitation 35 U.S.C. §200 et seq., 15 U.S.C. §3710a, and 37 C.F.R. Part 401.

1.5 "Field of Use" means all fields of use.

1.6 "Graft(s)" means a bud, shoot, or scion of a plant inserted in a groove, slit, or the like in a stem or stock of another plant in which it continues to grow.

1.7 "Indemnitees" means PRF, Purdue University, and their respective officers, directors, employees, and legal representatives.

1.8 "Licensed Intellectual Property Rights" means, collectively, (i) each utility patent, plant patent, plant variety protection rights ("PVP"), and if the Territory encompasses one or more foreign countries, plant breeders rights ("PBR") (under the rules and regulations of the International Union for the Protection of New Varieties of Plants) described in section 2(a) of the attached Exhibit A along with any reissues or reexaminations of such plant patents, PVP or PBR, (ii) each plant patent application, PVP application or PBR application described in section 2(b) of the attached Exhibit A along with any continuations, continuations-in-part, and divisions of such applications; and (iii) each trademark defined as a Licensed Mark of the attached Exhibit A.

1.9 "Licensed Plant Material" means any product or good made by, made for, sold transferred or otherwise disposed of by the Licensee during the term of this Agreement and the Post-Termination Period that but for the granting of the rights set forth in this Agreement would infringe (including under the doctrine of equivalents) one or more claims in a Licensed Intellectual Property Right.

1.10 "Licensed Territory" means Hungary.

1.11 "Payment Due Date" means the dates on which royalties and payments shall be due and payable, within thirty (30) days of the end of each Reporting Period, July 30.

1.12 "Reporting Period" means June 30 of an Annual Period.

1.13 "Sublicense" means a contract or agreement between LICENSEE and a third party by which the third-party is granted a license to all or any part of Invention. The holder of a Sublicense is a "Sublicensee."

ARTICLE 2. GRANT OF LICENSE

2.1 License. Subject to compliance with this Agreement, the reservation of rights stated herein, PRF grants, and LICENSEE (but not to affiliates) accepts a territory specific exclusive license to grow, have others grow on its behalf, asexually propagate, have others asexually propagate on its behalf, offer to sell or sell, or otherwise offer to dispose or dispose of Licensed Plant Materials in the Licensed Territory.

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2.1.1. Issue a royalty-bearing Sublicense directly between LICENSEE and a Sublicensee on terms and conditions consistent with this Agreement. The LICENSEE shall not and shall not permit Sublicensees to use or alter the Licensed Plant Material or any progeny, portion or derivative thereof for breeding purposes, genetic manipulation, transformation, mutagenesis, non-propagative tissue culture, molecular or cellular techniques, or for any form of plant variety improvement.

2.2 No Implied License. The license and right granted in this Agreement shall not be construed to confer any license or rights upon LICENSEE by implication, estoppel, or otherwise to any technology, including any patent, patent application, trademark, trademark application, copyright, trade secret, or other proprietary right not specifically and expressly encompassed in this Agreement. Any right not expressly granted to LICENSEE under this Agreement is expressly reserved by PRF.

2.3 Reservation of Rights. PRF retains on behalf of itself, Purdue University, and any research collaborators the following rights:

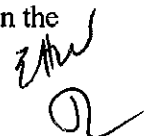
2.3.1 To practice under the Invention, and to make and use Licensed Plant Material(s) and use the Licensed Mark and Licensed Intellectual Property Rights on a royalty-free basis for research, scholarly use, teaching, education, patient care incidental to the foregoing, and other similar uses, including without limitation sponsored research and collaborations ("**Non-Commercial Uses**");

2.3.2 To license any government agency; university or other educational institution; organization of the type described in §501(c)(3) of the Internal Revenue Code; scientific or educational organization qualified under a state nonprofit organization statute; or a foreign equivalent of the foregoing ("**Non-Commercial Organizations**") to practice under the Invention, and to make and use Licensed Plant Materials and use the Licensed Intellectual Property Rights on a royalty-free basis for Non-Commercial Uses;

2.3.3 To disseminate and publish scientific findings from its research related to the Invention and/or Licensed Plant Materials, and to permit its respective personnel, including Purdue University personnel, to do the same and to use the Licensed Intellectual Property Rights in such scientific findings.

2.4 Sports. The Licensee shall include along with a sales report to be delivered to the PRF under section 5.4 of this Agreement written notice of the discovery or propagation in the Year of a sport or mutation of the Licensed Plant Material. The LICENSEE hereby grants the PRF all rights, titles, and interests, including all patent and other intellectual property rights in and to any such sport or mutation.

2.5 Government Rights. The Invention, or portions thereof, may have been developed with financial or other assistance provided by the United States Government. LICENSEE acknowledges that in accordance with Public Law 96-517 and other statutes, regulations, and Executive Orders as now exist or may be amended or enacted including without limitation the



Federal IP Policy, the United States Government has certain rights in the Invention. LICENSEE shall take all action necessary to enable PRF to satisfy its obligations under any federal law relating to the Invention and inventions, including any right of the United States government to a noncommercial use license.

ARTICLE 3. DILIGENCE AND COMMERCIALIZATION

3.1 Diligence and Commercialization. LICENSEE has delivered to PRF prior to execution of this Agreement a commercialization plan, in form and substance reasonably acceptable to PRF.¹ A true and complete copy of the commercialization plan is attached hereto as Schedule B (the "Commercialization Plan"). The Commercialization Plan sets forth the LICENSEE's plan for research and development required in order to develop Licensed Plant Material(s) and Licensed Intellectual Property Rights, and LICENSEE's commercialization strategy regarding Licensed Plant Material(s) using the Invention, and Licensed Intellectual Property Rights.

3.1.1 LICENSEE shall provide annual written reports after the Effective Date, to PRF on progress against the Commercialization Plan. The reports shall be due within thirty (30) days following the expiration of each Reporting Period. The requirement for submission of a progress report under this Section 3.1.1 shall toll only during the period(s) in which sales of Licensed Plant Materials are made. Any information or reports provided under this Section shall be treated as Confidential Information subject to Article 9 (Confidentiality).

3.3 Licensed Plant Materials to Market. LICENSEE shall use Commercially Reasonable Efforts to bring one or more Licensed Plant Materials to market as soon as practicable in the Licensed Territory.

3.4 Milestones. LICENSEE shall timely achieve the milestones set forth on **Schedule C**.

ARTICLE 4. CONSIDERATION FOR LICENSE

4.1 Licensing Fee. As partial consideration for the license granted to LICENSEE under this Agreement, LICENSEE shall pay PRF a non-refundable license fee of one thousand dollars (\$1000) upon execution of this Agreement. Said license fee shall not be credited toward any other obligation of LICENSEE under this Agreement.

¹ NOTE TO LICENSEE: The Commercialization Plan must contain, among other things; sources and uses of funds for R&D; timeline and budget for each phase of technical development, including without limitation validation or proof of concept, manufacturing (details as to where, what, and amounts at different stages of product development), regulatory submissions and approvals; stages at which partnering contemplated, if any; territory-specific analysis of approach to regulatory processes; identification of which products and/or services will be developed, marketed, and sold; sources and uses of funds for commercialization; financial projections; timeline for marketing and sales; management personnel; analysis of potential markets; marketing plan; analysis of potential competition; manufacturing strategy; and sublicensing strategy, if any. Gantt charts are preferred.

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4.2 Unit Royalties. As further consideration for the license granted hereunder, LICENSEE shall pay PRF an earned royalty of twenty five cents (\$0.25) per Graft used to make trees of the Licensed Plant Material or supplied to sub-licensees ("Unit Royalties"). Royalties shall be due and payable on or before the Payment Due Date for each preceding Reporting Period.

4.6 Sublicensing Income. LICENSEE shall pay PRF fifty percent (50%) of any up-front consideration received by LICENSEE from a Sublicensee in connection with Licensed Plant Materials and ten percent (10%) of any other consideration received by LICENSEE from a Sublicensee ("Sublicense Income"). Unit Royalties from LICENSEE are not Sublicense Income.

ARTICLE 5. PAYMENTS AND REPORTS

5.1 Payments. As specified in Article 4, LICENSEE shall make royalty payments to PRF on or before the Payment Due Date at the address set forth in Article 12. If originating outside of the United States, payments shall be made by wire transfer to an account identified by PRF and LICENSEE shall absorb all fees or payments associated with such wire transfer.

5.2 Currency Conversion. All royalties to be paid by LICENSEE hereunder shall be paid in U.S. Dollars. Sublicensing income shall be converted to U.S. Dollars at the exchange rate existing between the U.S. Dollar and the relevant currency on the last day of the applicable Reporting Period, as such rate is reported by the Wall Street Journal. Any loss of exchange, value, taxes, or other expenses incurred in the transfer or conversion to U.S. dollars shall be paid entirely by LICENSEE.

5.3 Interest. Interest shall accrue on overdue payments required under this Agreement at the rate of one and a half percent (1.5%) per month, commencing on the thirtieth day after the Payment Due Date.

5.4 Royalty Reports. For each Reporting Period, LICENSEE shall report to PRF the information specified in Schedule D, Royalty Report Requirements. Reports are required even if no earned royalties are due. Incomplete reports may be deemed, in PRF's sole discretion, a material breach of this Agreement.

ARTICLE 6. RECORDS

6.1 Records of Sales. During the term of this Agreement and for a period of five (5) years thereafter, LICENSEE shall keep at its principal place of business true and accurate records of all information relating to Unit Royalties, Sublicense Income, and verification of LICENSEE's calculation of amounts payable to PRF under this Agreement. LICENSEE shall furnish that information to PRF upon PRF's request, which shall not be made more often than once per Annual Period.

6.2 Audit of Records. PRF shall have the right, from time to time at reasonable times during normal business hours through an independent certified public accountant, to examine the records of LICENSEE and Sublicensees to verify compliance with this Agreement. The scope of examination includes, but is not be limited to, information necessary to verify compliance with

the permitted scope of practice under Section 2.1, sales invoice registers, sales analysis reports, original invoices, inventory records, price lists, Sublicense and distributor agreements, accounting general ledgers, and sales tax returns. Such examination and verification shall not occur more than once each calendar year. Unless otherwise agreed in writing by LICENSEE, the fees and expenses of performing such examination and verification shall be borne by PRF. If such examination reveals an underpayment by LICENSEE of more than five percent (5%) for any quarter examined, LICENSEE shall pay PRF the amount of such underpayment plus interest in accordance with Article 5 and shall reimburse PRF for all expenses of the accountant performing the examination.

ARTICLE 7. CONFIDENTIALITY

7.1 Agreement Terms. LICENSEE shall not, without the express prior written consent of PRF, for any reason or at any time either during or subsequent to the Term of this Agreement disclose to third parties the financial terms set forth in this Agreement, except upon a subpoena or other court order made with appropriate provision for protection of confidential information.

7.2 Technical Information. LICENSEE shall not, without the express prior written consent of PRF, for any reason or at any time either during or subsequent to the term of this Agreement disclose to third parties any information pertaining to the Invention disclosed to LICENSEE by PRF or Purdue University and designated as confidential (such information shall be collectively referred to as "Information"). This obligation of nondisclosure shall not extend to information:

- (a) which LICENSEE can demonstrate through documentation to have been within LICENSEE's legitimate possession prior to the time of disclosure of such Information to LICENSEE by PRF or Purdue University;
- (b) which is in the public domain as of the date hereof or comes into the public domain hereafter through no fault of LICENSEE;
- (c) which is disclosed to LICENSEE by a third party having legitimate possession of the information and the unrestricted right to make such disclosure.

ARTICLE 8. DISPUTE RESOLUTION

8.1 Negotiation. If a dispute between the parties related to this Agreement arises, either party, by written notice to the other party detailing the points of dispute ("Dispute Notice"), may have the dispute referred to the parties' respective officers designated below, or their successors, for attempted resolution by good faith negotiations within twenty (20) days from the date of the Dispute Notice. The designated officers are as follows:

For LICENSEE: Thierry Ligonniere



For PRF: Sr. Vice President, PRF

8.2 Mediation. If the designated officers are not able to resolve the dispute within this twenty (20) day period, or any agreed extension, they shall confer in good faith with respect to the possibility of resolving the matter through mandatory mediation with a certified mediator in Indianapolis, Indiana under the Indiana Rules of Alternative Dispute Resolution, said mediation to be completed within sixty days of the date of the Dispute Notice. The parties shall participate in any mediation sessions in good faith in an effort to resolve the dispute in an informal and inexpensive manner. All expenses of the mediator shall be shared equally by the parties.

8.3 Statute of Limitations; Admissibility of Evidence. The applicable statute(s) of limitation for claims pending between the Parties shall be tolled during dispute resolution procedures under this Agreement. Federal Rule of Evidence 408, Indiana Rule of Evidence 408, and the Indiana Rules of Alternative Dispute Resolution shall apply by their terms to evidence generated in the course of the operation of this Article 10.

ARTICLE 9. WARRANTY, MERCHANTABILITY AND EXCLUSION OF WARRANTIES

9.1 Limited Warranty. Each Party warrants to the other that it is fully empowered to enter into this Agreement. PRF represents, in good faith and to the actual knowledge of its Office of Technology Commercialization, there are not, as of the Effective Date, any claims, demands, suits, or judgments against it that in any manner impair or interfere with PRF's performance of the license granted by PRF to LICENSEE under this Agreement.

9.2 Warranty by LICENSEE. LICENSEE represents and warrants that:

a. LICENSEE is a corporation duly organized, validly existing, and in good standing under the laws of France. LICENSEE has all requisite corporate power and authority to own, operate, and lease its properties, to carry on its business as now being conducted and as contemplated by this Agreement, to enter into this Agreement, and to carry out the transactions contemplated hereby. Specifically, LICENSEE warrants that it possesses the necessary expertise and skill to make, and has made, its own evaluation of the capabilities, safety, utility, and commercial application of the intellectual property licensed under this Agreement.

b. The execution, delivery and performance of this Agreement do not violate the terms of LICENSEE's organizational documents, any agreement to which LICENSEE (or, to LICENSEE's knowledge, any of LICENSEE's personnel) is a party, or any order, judgment, or decree applicable to LICENSEE (or, to LICENSEE's knowledge, any LICENSEE's personnel).

c. No consent, approval, or authorization of or designation, declaration, or filing with any governmental authority or other person is required on the part of LICENSEE in connection with the execution, delivery or performance of this Agreement.

d. LICENSEE (and, to LICENSEE's knowledge, none of LICENSEE's personnel) is not a party to any agreement or instrument or subject to any charter or other corporate restriction or any judgment, order, writ, injunction, or, to LICENSEE's knowledge, any rule or regulation

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which materially and adversely affects the operations, prospects, properties, assets, or condition (financial or otherwise) of LICENSEE.

9.3 Exclusion of Warranties. PRF does not warrant the validity of the Invention, the Licensed Intellectual Property Rights, the Licensed Plant Materials, any material, or information provided by PRF in support thereof, nor does PRF warrant that the foregoing are free of error or defect. PRF makes no representation whatsoever with regard to the scope or commercial potential or profitability or income of or from the Invention or Licensed Intellectual Property Rights or that the Invention or the Licensed Intellectual Property Rights may be exploited by LICENSEE without infringing any rights of any other party. PRF makes no covenant either to defend any infringement charge by a third party or to institute action against infringers of the Invention or the Licensed Intellectual Property Rights. PRF does not warrant that any product or service within the scope of the Invention will meet LICENSEE'S or any of LICENSEE'S customer's specific requirements. ACCORDINGLY, THE INTELLECTUAL PROPERTY LICENSED HEREUNDER IS PROVIDED "AS IS." PRF MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND WITH RESPECT TO THE INTELLECTUAL PROPERTY LICENSED HEREUNDER AND EXPRESSLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY OTHER IMPLIED WARRANTIES WITH RESPECT TO THE CAPABILITIES, SAFETY, UTILITY, TRADE, USAGE, OR COMMERCIAL APPLICATION OF THE INTELLECTUAL PROPERTY LICENSED HEREUNDER.

ARTICLE 10. DAMAGES, INDEMNIFICATION, AND INSURANCE

10.1 No Liability. PRF shall not be liable to LICENSEE, any Sublicensee, or their respective customers and related parties, for any special, incidental, indirect, or consequential damages resulting from defects in the design, testing, labeling, manufacture, distribution, sale, use or other application of any Licensed Plant Material developed, manufactured, tested, designed, sublicensed, or sold pursuant to this Agreement.

10.2 Indemnification. LICENSEE shall defend, indemnify and hold Indemitees harmless from any and all claims, demands, actions and causes of action, arising in connection with any and all injuries, losses, damages or liability of any kind whatsoever arising, directly or indirectly, out of the practice under the Invention or use of the Licensed Intellectual Property Rights pursuant to this Agreement, or the use, exploitation, distribution, or sale of Licensed Plant Material(s). This indemnification obligation shall include, without limiting the generality of the foregoing, reasonable attorney fees and other costs or expenses incurred by Indemnitees in connection with the defense of any and all such claims, demands, actions, or causes of action.

10.3 Insurance. LICENSEE shall supply PRF with a certificate of insurance confirming CGL coverage ~~in an amount of seven million euros (€7,000,000)~~ for the relevant industry in the aggregate for comprehensive general liability, including an endorsement for product liability claims arising from Licensed Plant Materials.

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10.4 Notice of Claims. LICENSEE shall promptly notify PRF of all claims involving the Indemnitees and will provide information requested by PRF for evaluation of each such claim.

ARTICLE 11. TERM AND TERMINATION

11.1 Term. Unless extended in writing by mutual agreement of the Parties, this Agreement will terminate on the 5th anniversary of the Effective Date ("Term").

11.2 Termination by PRF.

(a) Failure to Pay. In the event of a failure by LICENSEE to pay PRF any sum due and payable under this Agreement, and failure of LICENSEE to cure the nonpayment default within ten (10) business days of LICENSEE's receipt of PRF's written notice thereof, PRF may terminate this Agreement and the license granted hereunder, effective as of the date of PRF's issuance of written notice confirming LICENSEE's failure to cure.

11.3 Termination by LICENSEE. LICENSEE may terminate its license under this Agreement without cause upon written notice delivered to PRF not less four (4) months prior to the date on which LICENSEE intends for the termination to be effective. Filing by LICENSEE of a bankruptcy petition or commencement of liquidation, dissolution, or wind-up proceedings under applicable state law shall constitute written notice to PRF that LICENSEE has terminated its license under this Agreement, effective immediately prior to executing said petition or commencing said proceedings. In the event of termination by LICENSEE under this Section 11.3. LICENSEE agrees, upon the request of PRF, to provide PRF with all existing data in support of registration of Licensed Plant Material(s) for the Field of Use with all relevant federal agencies. PRF shall have the unrestricted right to provide such data to third parties.

11.4 Failure to Enforce. The failure of PRF at any time, or for any period of time, to enforce any provision of this Agreement shall not be construed as a waiver of such provision or as a waiver of the right of PRF thereafter to enforce each and every provision of this Agreement.

11.5 Assignment of Sublicenses. LICENSEE shall take all steps necessary to terminate each Sublicense, effective as of the date of termination of LICENSEE's license from PRF under this Agreement.

11.6 Survival. The obligations of LICENSEE to PRF under Articles 4, 5, 6, 7, 8, and 9 of this Agreement shall survive termination of this Agreement.

ARTICLE 12. NOTICES

Except as otherwise provided herein, all notices and other communications shall be hand delivered, sent by private overnight mail service, or sent by registered or certified U.S. mail, postage prepaid, return receipt requested, and addressed to the party to receive such notice or other communication at the address given below, or such other address as may hereafter be designated by notice in writing:

Handwritten signature and initials in the bottom right corner of the page.

If to PRF: Purdue Research Foundation
Office of Technology Commercialization
1281 Win Hentschel Blvd
West Lafayette, IN 47906
Facsimile: (765) 496-1277
ATTN: Assistant VP, and Director OTC

If to LICENSEE: GIE IFO
L'Anguicherie
49140 Seiches/Loir
France
Fax : +33 2 41 32 74 40

Billing and Invoicing: GIE IFO
L'Anguicherie
49140 Seiches/Loir
France
Fax : +33 2 41 32 74 40

Such notices or other communications shall be effective upon receipt by an employee, agent or representative of the receiving party authorized to receive notices or other communications sent or delivered in the manner set forth above.

ARTICLE 13. MISCELLANEOUS

13.1 Export Controls. LICENSEE acknowledges that PRF is subject to United States laws and regulations controlling the export of technical data, computer software, laboratory prototypes, and other commodities and that PRF's obligations under this Agreement are contingent upon compliance with applicable United States export laws and regulations. The transfer of technical data and commodities may require a license from the cognizant agency of the United States government or written assurances by LICENSEE that LICENSEE shall not export data or commodities to certain foreign countries without the prior approval of certain United States agencies. PRF neither represents that an export license shall not be required nor that, if required, such export license shall issue.

13.2 Jurisdiction, Venue, Choice of Law, and Attorney's Fees. Any justiciable dispute between LICENSEE and PRF shall be determined solely and exclusively under Indiana law by a court of competent jurisdiction in Tippecanoe County in Indiana. The prevailing party in any litigated dispute shall be entitled to reimbursement of its reasonable and necessary attorney's

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fees and costs. Any proof of the necessity of those fees and costs shall include evidence that the prevailing party complied with the procedures of Article 8 of this Agreement.

13.3 Legal Compliance. LICENSEE shall comply with all laws and regulations relating to its manufacture, processing, production, use, sale, or distribution of Licensed Plant Materials. LICENSEE shall not take any action which would expose PRF or Purdue University to violation of any law and regulation.

13.4 Independent Contractor. LICENSEE's relationship to PRF shall be that of a licensee only. LICENSEE is not be an agent of PRF and shall have no authority to act for or on behalf of PRF in any matter. Persons retained by LICENSEE as employees or agents shall not by reason thereof be deemed to be employees or agents of PRF.

13.5 Marking. LICENSEE shall mark Licensed Plant Materials manufactured or sold in compliance with the intellectual property laws in force in the Licensed Territory.

13.6 Use of Names. Each party shall obtain the written approval of the other party prior to making use of their names for any commercial purpose, except as required by law. As an exception to the foregoing, LICENSEE and PRF each may publicize the existence of this Agreement, but may not publize its terms and conditions of this Agreement without the other party's consent, except as required by law.

13.7 Place of Execution. This Agreement and any subsequent modifications or amendments hereto shall be deemed to have been executed in the State of Indiana, U.S.A.

13.8 Governing Law. This Agreement and all amendments, modifications, alterations, or supplements hereto, and the rights of the Parties hereunder, shall be construed under and governed by the laws of the State of Indiana (without regard to conflict of law rules) and the United States of America.

13.9 Severability. All rights and restrictions contained herein may be exercised and shall be applicable and binding only to the extent that they do not violate any applicable laws and are intended to be limited to the extent necessary so that they will not render this Agreement illegal, invalid or unenforceable. If any provision or portion of any provision of this Agreement not essential to the commercial purpose of this Agreement shall be held to be illegal, invalid or unenforceable by a court of competent jurisdiction, it is the intention of the Parties that the remaining provisions or portions thereof shall constitute their agreement with respect to the subject matter hereof, and all such remaining provisions or portions thereof shall remain in full force and effect. To the extent legally permissible, any illegal, invalid or unenforceable provision of this Agreement shall be replaced by a valid provision which will implement the commercial purpose of the illegal, invalid or unenforceable provision. In the event that any provision essential to the commercial purpose of this Agreement is held to be illegal, invalid or unenforceable and cannot be replaced by a valid provision which will implement the commercial purpose of this Agreement, this Agreement and the rights granted herein shall terminate.

13.10 Force Majeure. Any delays in, or failure of, performance of any party to this Agreement shall not constitute default hereunder, or give rise to any claim for damages, if and to the extent caused by occurrences beyond the control of the party affected, including, but not limited to, acts of God, strikes or other work stoppages; civil disturbances, fires, floods, explosions, riots, war, rebellion, or sabotage,.

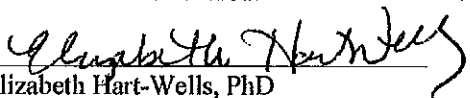
Handwritten signature and initials in the bottom right corner of the page.

13.11 Assignment. This Agreement and the license granted hereunder may not be assigned by LICENSEE except upon the prior written consent of PRF, which consent may be withheld or conditioned by PRF as necessary to prevent prejudice to its interests and entitlements hereunder.

13.12 Modification. This Agreement shall not be modified, amended or terminated except as herein provided or except by another agreement in writing executed by the Parties hereto.

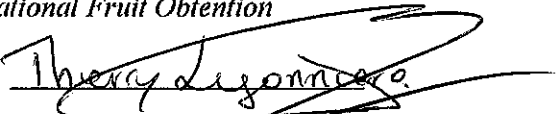
IN WITNESS WHEREOF, PRF and LICENSEE have caused this Agreement to be signed by their duly authorized representatives, under seal, as of the day and year indicated above.

PURDUE RESEARCH FOUNDATION


Elizabeth Hart-Wells, PhD
Assistant Vice-President and Director

Date: 9 May 2012

International Fruit Obtention

Name: 

Title: Co-president

Date: 22 May 2012

Schedule A: Invention and Licensed Intellectual Property Rights

Invention: PRF Reference Number 92093, Apple Tree - GoldRush (Coop 38)

Trademark No. 000434134 registered August 12, 1999 as GOLDRUSH

Inventors: Jules Janick, Schuyler Korban, Jeffrey Crosby, Paul Pecknold, Edwin Williams

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Schedule B: Commercialization Plan

There is a company which is developing a fruit processing business in Hungary. They want to plant high quality scab resistant apple varieties orchards in Hungary for the supply of fruits.

We will give a sub-licence to the fruit processing company which will sub-contract the production of trees. SNC Elaris and Pepiniere du Valois, holders of a license agreement for Goldrush (Coop38), will provide the grafts from France .

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Schedule C: Diligence Milestones and Milestone Payments

Diligence Milestones:

1. Make and sell 50,000 Grafts by May 30, 2012.

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Schedule D: Royalty Report Requirements

- (1) Identify each Licensed Plant Material by name(s), number(s), and brand identifications (include Licensed Plant Materials sold by Sublicensees)
- (2) List current published customer price information per Licensed Plant Material
- (3) State number of units distributed to customers during Reporting Period per Licensed Plant Material (include units distributed by Sublicensees)
- (4) Summarize/describe unit price(s) charged to customers per Licensed Plant Material during Reporting Period. Specify price ranges and variations where applicable. Where a sale, gift, use, or other disposition of a Licensed Plant Material is transacted for value other than cash, supply corroboration that the charged unit price is consistent with the market value of the Licensed Plant Material.
- (5) State amount of unit royalty payable to PRF for each Licensed Plant Material for the Reporting Period (per Graft of LICENSEE and Sublicensee)
- (6) State amount of minimum annual royalty due for the Annual Period (if applicable)
- (7) State amount of Sublicensing Income during the Reporting Period (Article 4.4) (specify by Sublicense and type of income)
- (8) State total royalty due to PRF in USD for the Reporting Period. Show monetary conversion rate (if applicable).
- (9) List names and addresses of current Sublicensees (if applicable)
- (10) Enclose current certificate of insurance (Article 12.3)

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