

**REGISTRATION, EVALUATION AND CONFIDENTIALITY AGREEMENT
CONFIDENTIAL PLANT VARIETY: USDA-ARS "SEEDLESS PINEAPPLE ORANGE"**

This Registration, Evaluation and Confidentiality Agreement ("Agreement") is made and entered into as of the Effective Date by and between New Varieties Development and Management Corp., a Florida non-profit corporation, having an address of c/o Florida Citrus Packers, FL, Box 1113, Lakeland, Florida (hereinafter referred to as "New Varieties") and _____, having a principal place of business at _____ (hereinafter referred to as "Grower"). The parties hereto may at various times in this Agreement and as the context indicates be identified as the "party" or "parties."

RECITALS

WHEREAS, New Varieties is conducting research and experimentation with the owner of certain intellectual property ("Owner") involving a certain cultivar and its produce (the "Confidential Plant Variety" or "CPV") and is assisting the Owner thereof with the development and evaluation of the Confidential Plant Variety; and

WHEREAS, the Confidential Plant Variety has not yet been patented and is the confidential and proprietary information of the Owner and New Varieties has agreed in connection with the evaluation and development thereof to maintain the confidential and proprietary trade secrets of the Owner in order to protect its patentability; and

WHEREAS, New Varieties has or will be entering into a Confidential Trial and Evaluation Nursery Agreement with a nursery ("Nursery") that New Varieties has determined is able to propagate, plant and grow the CPV as part of its research, experimentation and evaluation of the CPV; and

WHEREAS, Grower is in the business of commercial growing, production, and distribution of citrus varieties in commercial quantities and desires to register with New Varieties its interest in planting the CPV as part of the evaluation and testing of the CPV; and

WHEREAS, New Varieties would not share the testing and evaluation information with Grower and permit Grower access to the CPV trees unless Grower agreed to the terms and conditions set forth herein, including, without limitation, obligations to maintain the confidentiality and secrecy of the trade secrets and other proprietary and confidential information which may become available to Grower with regard to the Confidential Plant Variety.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Recitals. The Recitals are an integral part of this Agreement and are therefore by this reference made a part of this Agreement as if restated in full.
2. Definition of Confidential Information. "Confidential Information" means any

information, technical data or know-how from any source pertaining to the CPV, CPV materials and CPV produce, in whatever form, including, but not limited to, documented information, machine readable or interpreted information, information contained in physical components, maskworks and artwork. Information pertaining to the CPV transmitted orally or visually shall also be considered to be Confidential Information. In addition to the foregoing, information received through the observation of propagation activities with regard to the CPV and from the Nursery propagating the CPV trees for New Varieties shall be Confidential Information without further documentation.

3. Information Not Considered Confidential. Confidential Information does not include information which the Grower can establish by documentary evidence was: (a) rightfully obtained without restriction by the Grower from a third party not under such restrictions; (b) publicly available other than through the fault or negligence of the Grower; (c) released without restriction by the New Varieties to anyone including the U.S. Government as supported by the Grower's written records; or (d) developed independently by the recipient which independent development is contemporaneously documented.

4. Engagement of Grower for Experimental Use Only. Grower has registered with New Varieties its interest in the evaluation and testing of the CPV. Subject to the terms and conditions of this Agreement, New Varieties agrees to permit Grower to participate in the evaluation and testing of the CPV. New Varieties shall instruct Nursery to deliver CPV trees to Grower for the purposes set forth herein. Subject to the terms and conditions of this Agreement, New Varieties hereby authorizes and engages Grower for the term set forth hereinbelow or until this Agreement is otherwise terminated to grow the CPV trees within the growing area described on Schedule A attached hereto and made a part hereof (the "Growing Area") and to harvest fruit therefrom solely for the purposes of evaluation and testing as New Varieties may require. Grower is specifically prohibited from conducting any commercial use or sale of the CPV, CPV materials and CPV produce.

5. Allowable Uses. The Grower shall use the Confidential Information only for evaluation of the CPV.

6. Impermissible Uses, No rights Granted.

A. Grower shall not (i) disclose Confidential Information to any other party nor (ii) use, in whole or in part, Confidential Information for any purpose other than the evaluation and testing contemplated by this Agreement.

B. The Grower may not use the Confidential Information to reproduce, redesign, reverse engineer the CPV. The Grower may not use the Confidential Information to perform any services relating to the CPV or its produce except the evaluation and testing contemplated by this Agreement.

C. Confidential Information, including all derivatives thereof whether created by either party shall remain the property of the New Varieties and Owner. Nothing in this Agreement shall be construed as granting or conferring any rights on the part of Owner or New

Varieties by license or otherwise, expressly or implied, to any invention or discovery, or to any patent covering such invention or discovery.

D. Grower shall not sell, distribute or otherwise deliver any CPV and/or any part or piece thereof, and/or produce from the CPV to any party whatsoever and shall take appropriate steps to ensure that no employee or any other party removes any of the plant material or produce from the CPV.

E. Grower shall take all appropriate steps to ensure that the CPV is grown only in the Growing Area and is grown and maintained in such a manner as it is in the total control of Grower with no possibility of transfer or other distribution of the CPV or any produce thereof.

F. There shall be no commercial sale or any other sale of the CPV, produce of the CPV, and material from the CPV, nor any further propagation of the CPV.

G. Grower shall not distribute for publication or otherwise disclose any information with regard to the CPV, including, without limitation, any technical specifications, breeding and propagation information, physical characteristics of the CPV, and any other information relating to the CPV, including the fact that Grower is growing the CPV.

H. Grower shall restrict access to the CPV and there shall be no public display or other public disclosure of the CPV to any party without the express, written approval of New Varieties.

I. Grower shall not deliver any produce, propagating material or any other material from the CPV to any party without the express, written approval of New Varieties.

J. Delivery of the CPV trees to Grower shall be by limited and non-exclusive license only and no ownership or other rights shall be transferred to Grower. New Varieties shall retain ownership of the CPV trees and all rights thereto shall continue to be vested in New Varieties. In that regard, New Varieties shall retain all rights of ownership to the CPV trees, its produce, and any materials from the CPV trees and its produce. In addition, Grower hereby grants to New Varieties an unrestricted right of entry and access to the Growing Area for any purpose, including, without limitation, to conduct testing and evaluation and to ensure compliance with the terms and conditions of this Agreement.

7. Evaluation and Testing. Grower shall test and evaluate the CPV in accordance with written instructions delivered by New Varieties to Grower and shall diligently keep records and information as requested by New Varieties. All such records, written or otherwise, shall be the property of New Varieties, it being the intention that the proprietary and confidential information and any and all work product developed and created by Grower in connection with this Agreement shall be the property of New Varieties and shall be considered to have been created as work for hire.

8. Registration Fee. As consideration for the opportunity to evaluate the CPV and its produce, Grower agrees to contribute to New Varieties a non-refundable Registration Fee in

the amount of _____ (\$____) upon execution of this Agreement.

9. Termination. New Varieties shall have the right to cancel this Agreement at any time upon one sixty (60) days notice to Grower, with respect to the CPV. In the event of termination, Grower shall be required to remove and destroy all CPV in accordance with this Agreement, unless otherwise directed by New Varieties.

B. It is expressly agreed that if Grower should (a) fail to exercise diligence in the growing and harvesting of the CPV as herein contemplated, (b) fail to deliver to New Varieties any statement or report, (c) use CPV for purposes not herein expressly contemplated, (d) fail to keep or perform any obligation, term or condition of this Agreement on its part to be kept or performed hereunder, or (e) if Grower shall be in violation of country, state or other governmental laws, rules or regulations as may be in force at the Growing Area and which pertain to the governmental licensing and inspection of commercial growers and/or the sale of stock of commercial citrus producers, then, and in that event, New Varieties may at their option give written notice of breach or default to Grower and immediately terminate this Agreement. Upon delivery of that notice of cancellation, this Agreement will, ipso factor, terminate, but that termination will not relieve Grower of its other obligations hereunder.

9. Disposition of CPV Citrus Trees Upon Termination. Upon termination of this Agreement by either party hereto, Grower will provide New Varieties with a written inventory of all of the CPV, together with any produce derived therefrom or any materials from the CPV and the control of Grower. New Varieties shall have the right to require that Grower destroy all CPV, produce and other material within 120 days from the Effective Date of the termination.

10. Permitted Disclosures.

A. The Grower shall make the Confidential Information available only to its employees, contract employees within the Grower's facilities, having a "need to know." In connection therewith the Grower shall advise each such employee, contract employee, or other party of its obligations under this Agreement.

B. New Varieties has designated and engaged Nursery to propagate CPV trees for evaluation and testing purposes and to deliver the CPV trees to Grower for the purposes set forth in this Agreement. New Varieties has entered into a Confidential Trial and Evaluation Nursery Agreement with the Nursery containing similar confidentiality and restrictive covenants as set forth herein. Pursuant to instructions from New Varieties, Nursery shall transfer control of propagated CPV trees to the Grower in quantities and under other conditions and specifications. New Varieties shall identify the Nursery to Grower prior to delivery of the CPV trees to Grower. By reason of the fact that Nursery will be involved in the evaluation and testing and delivery to Grower of the CPV, Grower is specifically authorized to communicate with Nursery with regard to the evaluation, testing and other information developed by Grower and Nursery in connection with this Agreement Nursery's agreement and with regard to the transfer of control of the propagated CPV trees to the Grower.

11. Return of Destruction of Confidential Information. Upon written request of the New Varieties, the disclosed Confidential Information and all copies thereof shall, upon the expiration or termination of this Agreement, be returned to the New Varieties, or be destroyed and a written certificate of destruction shall be provided to the New Varieties.

12. Legal Actions and Government Regulations. Should the Grower be faced with legal action or a requirement under U.S. or foreign government regulations to disclose Confidential Information received hereunder, the Grower shall forthwith notify the New Varieties, and upon the request of the latter, the Grower shall cooperate in contesting such disclosure. Except in connection with a failure to discharge the responsibilities set forth in the preceding sentence, neither party shall be liable in any way for any disclosures made pursuant to judicial action or U.S. or foreign government regulations.

13. Relationship Between the Parties. This Agreement does not create a teaming agreement, joint venture, partnership or other such arrangement; rather, the parties expressly agree that this Agreement is solely for the purpose of disclosing and protecting Confidential Information.

14. Term of Agreement. Unless otherwise terminated, the term of this Agreement shall commence on the Effective Date and terminate _____; provided, however, that the duties set forth herein regarding the protection and restrictions on the use of the Confidential Information and the CPV as well as the enforcement provisions hereof shall survive any such expiration or termination of this Agreement.

15. Enforcement. Grower recognizes, acknowledges and agrees that the unauthorized use or disclosure by Grower of Confidential Information will cause irreparable harm to New Varieties and/or Owner. Grower agrees that New Varieties shall be entitled, in addition to any other remedies and damages available, to a temporary and permanent injunction (without necessity of posting or filing a bond or any other security) to restrain violation hereof. In the event that New Varieties deems it necessary to engage legal counsel or proceed with legal action to enforce the terms and conditions of this Agreement, New Varieties shall be entitled to recover all of its costs, including, without limitation, attorney's fees and costs, including appeals.

16. Waiver. It is agreed that no waiver by either party hereto of any breach or default of any of the covenants or requirements herein set forth will be deemed a waiver as to any subsequent and similar breach or default.

17. Assignability. This Agreement is binding upon and will inure to the benefit of New Varieties, its successors and assigns, but is personal to Grower, and will be assignable only upon assignment of all the assets of Grower's business upon first obtaining New Varieties written consent, which consent may be withheld at the sole discretion of New Varieties.

18. Indemnity. Grower agrees to indemnify, hold harmless and defend New Varieties and its officers, directors, employees and agents, against any and all claims, suits, losses, damage, costs, fees and expenses resulting from or arising out of Grower's activities hereunder, including, without limitation, the breach or default of the obligations set forth herein.

19. Effective Date. The Effective Date shall be the date upon which the last of the Parties has executed this Agreement.

20. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. The terms of this Agreement may not be superseded by any specific legends or statements associated with any Confidential Information, and may not be amended except by written document signed by duly authorized representatives of each of the parties. This Agreement supersedes any and all prior agreements regarding the subject matter and the CPV, but shall not terminate any other agreements with Nursery regarding any other licensed varieties.

21. Counterparts. This Agreement may be signed in one or more counterparts (including faxed copies), each of which collectively shall be deemed one and the same original.

With the intention of being legally bound, the parties have entered into this Agreement as of the Effective Date.

New Varieties:

Grower:

New Varieties Development and
Management Corp.

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

SCHEDULE A

Growing Area