



Single Use License For Side Kick or Accomplice

Harris Moran has developed and owns a unique pollinizer watermelon variety (the "Seed") for use in triploid watermelon production. Harris Moran has made a significant investment of time and resources in the development of this variety and it delivers value to the Licensee in the form of increased fruit-set potential. Harris Moran has been granted US Patent No. 7,314,979 and has filed or been granted other International Property Rights protecting this variety from unauthorized use or reproduction.

Subject to compliance with all of its terms and conditions, this Agreement grants the undersigned Licensee a non-exclusive, limited, single-use license to grow plants from the Seed for the sole purpose of pollinating a triploid watermelon crop.

In consideration of being provided the Seed, Licensee hereby agrees to the following terms and conditions:

- To use the Seed only as a pollinizer for production of triploid watermelon.
- The intellectual property rights of the Seed and its genetics are the sole property of Harris Moran Seed Company.
- Not to transfer the Seed or plants grown from the Seed to any third-party, except for the purpose of growing plants for use in pollination of a watermelon crop. Licensee shall have such third-party execute a copy of this Agreement.
- Not to harvest, save or export outside the Country of purchase any seed, fruit or any other plant parts grown from the Seed.
- Not to use or transfer to any third-party any seed, plants or plant parts grown from the Seed for any research or seed production purpose including, but not limited to, seed increase, biotechnology, plant breeding or tissue culture.
- Harris Moran's Limitation of Warranty and Liability is applicable to the Seed and part of this Agreement.
- To sign the Harris Moran Contract of Terms and Conditions for the use of watermelon seed.

I have read and understood the terms of this Agreement and represent I have the legal authority to bind the Licensee to this Agreement. I agree that the Terms and Conditions herein shall apply to any "Side Kick or Accomplice" watermelon seed received from Harris Moran from the date of the signature below until further notification by Harris Moran.

Licensee: _____ Signed: _____

(Name of company)

Name: _____

Title: _____

Address:

Date: _____

Corporate Headquarters PO Box 4938, Modesto, CA 95352 USA • Bus: 209-579-7333 • Fax: 209-527-5312

Rev. 8/08

Please return to Stokes Seeds Inc:
Mail: 13031 Reflections Dr, Holland, MI 49424
Fax: 877-994-0333
Email: customerservice.us@stokeseeds.com