

LICENSED MATERIALS & MARKETING FEES SCHEDULE

If Robinson Fresh and Grower/Supplier mutually agree in writing, that the Licensed Materials shall be used and associated with the Products, Robinson Fresh shall license the Licensed Materials to Grower/Supplier and Grower/Supplier shall use the Licensed Materials solely in compliance with the terms set forth herein (“Schedule”) and any other written agreement between Grower/Supplier and Robinson Fresh.

1. Grower/Supplier shall not be authorized to use Licensed Materials with the Products unless mutually agreed to by Grower/Supplier and Robinson Fresh in writing. All Licensed Materials used by Grower/Supplier must be created by Grower/Supplier in accordance with this Schedule and any additional written agreements and/or instructions (including but not limited to e-mail and facsimile) issued by Robinson Fresh to Grower/Supplier relating to the Licensed Materials. Additionally, all Licensed Materials must be approved for use by Robinson Fresh prior to Products shipment by Grower/Supplier. If Robinson Fresh (or Robinson Fresh’s representatives) provides Grower/Supplier with Licensed Materials, Grower/Supplier may not alter, modify, or change the Licensed Materials without the prior written consent of Robinson Fresh. Grower/Supplier shall ensure the accuracy of all text accompanying the Licensed Materials which is associated with or required to be provided regarding the Products, including but not limited to all required weights, measures, regional markings, contents, nutritional panels, and health claims.
2. Unless otherwise agreed in writing between Grower/Supplier and Robinson Fresh, Grower/Supplier acknowledges and agrees (i) that Grower is responsible to purchase and maintain the necessary Licensed Materials; (ii) that use of Licensed Materials is restricted to packing or branding Products subject to applicable written agreements between Grower/Supplier and Robinson Fresh; and (iii) that Licensed Materials may not be used for any other purpose. At all times, any and all Licensed Materials held by Grower/Supplier shall be inventoried and properly stored by Grower/Supplier in such a manner as to prevent the theft of such Licensed Materials as well as to prevent any damage to the Licensed Materials that could be caused by weather, dust, debris, infestation, or any other cause. Grower/Supplier shall, on a monthly basis and as otherwise reasonably requested by Robinson Fresh, provide Robinson Fresh with a written, itemized list of all Licensed Materials held in inventory by Grower/Supplier. In the event Grower/Supplier has any Licensed Materials in inventory at the end of each shipping season during the term of the Agreement, Grower/Supplier shall store the Licensed Materials for use in future seasons, or follow other instructions as determined by Robinson Fresh.
3. In creating the Licensed Materials, Grower/Supplier shall obtain containers and packaging materials from reputable suppliers. Robinson Fresh shall provide Grower/Supplier with all required packaging artwork making up the Licensed Materials. All Licensed Materials shall, at all times be deemed to be the property of Robinson Fresh.
4. Grower/Supplier in exchange for the right to associate and use the Licensed Materials with the Products, agrees to pay Robinson Fresh a Marketing Fee as set forth below, per each standard unit as set by Robinson Fresh, of Products purchased by Robinson Fresh from Grower/Supplier. Each standard unit is determined generally within the produce industry directly related to the specific Products and in no instance shall exceed fifty (50) pounds. The Marketing Fee owed to Robinson Fresh shall be deducted from the payment to Grower/Supplier in accordance with the payment terms identified herein and any applicable written agreement between Grower/Supplier and Robinson Fresh. Grower/Supplier shall not utilize any Licensed Materials designated for use with or as Organic on any Products that are not Organic.

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- a. Mott's® branded Products - \$0.10 per standard unit
- b. Tropicana® branded Products - \$0.15 per standard unit
- c. TropicSweet® branded Products - \$0.10 per standard unit
- d. Fresh 1® branded Products - \$0.10 per standard unit
- e. Fresh 'N Easy® branded Products - \$0.10 per standard unit
- f. Our World Organics® Products - \$0.10 per standard unit
- g. Welch's® branded Products - \$0.10 per standard unit
- h. Bambino® branded Products - \$0.00 per standard unit
- i. Sweet Elite® branded Products - \$0.10 per standard unit
- j. Hillcrest Farms® branded Products - \$0.10 per standard unit
- k. Kensington Farms® branded Products - \$0.10 per standard unit
- l. Glory Foods® branded Products - \$0.10 per standard unit
- m. Annie Chun's® branded Products - \$0.10 per standard unit
- n. Sweet Way To Stay Healthy® branded Products (Pink Ribbon) fee schedule below:
- o. Watermelons (Non Bambino) in bins fee schedule is as follows:
 - 28ct = 5 carton equivalent = \$0.50/bin
 - 35ct = 7 carton equivalent = \$0.70/bin
 - 45ct = 9 carton equivalent = \$0.90/bin
 - 50ct = 10 carton equivalent = \$1.00/bin
 - 60ct = 12 carton equivalent = \$1.00/bin
- p. Grower/Supplier shall pay Robinson Fresh a fee of ten cents (\$0.10) per standard unit purchased to be paid monthly on all non-branded and/or shipper label Products procured by Robinson Fresh from Grower/Supplier.

5. Products' individual standard unit may not exceed fifty (50) pounds in total weight. In the event the Products are provided by Robinson Fresh in individual standard units which exceed fifty (50) pounds, or the Products' standard unit is a "bin" (referred to as "Binned Product"), Grower/Supplier shall, for the purposes of determining the appropriate Marketing Fee, reduce all Binned Product down to a number of individual standard units, each with a maximum weight not to exceed fifty (50) pounds. In the event of discrepancies between Grower/Supplier's individual standard units and Robinson Fresh's individual standard units, Robinson Fresh's individual standard units shall apply. Robinson Fresh shall provide to Grower/Supplier Robinson Fresh's standard case equivalent comparison upon request.

6. Marketing Fees may be changed by Robinson Fresh per annual period by providing Grower/Supplier with thirty (30) days prior written notice ("Marketing Fee Revision Notice"). If Grower/Supplier does not agree to the revised Marketing Fee, Grower/Supplier must notify Robinson Fresh in writing within ten (10) days of its receipt of the Marketing Fee Revision Notice that the revised Marketing Fee is unacceptable, in which event, Robinson Fresh may either (i) continue

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under the Schedule utilizing the originally stated Marketing Fee, or (ii) terminate the Agreement by providing Grower/Supplier with thirty (30) days written notice.

7. The Parties expressly agree and understand that Robinson Fresh has the full right and title in and/or has the right to use the Licensed Materials in connection with the Products, and Grower/Supplier agrees not to contest or deny the validity, right, or title of Robinson Fresh in or to the Licensed Materials, and Grower/Supplier shall not encourage or assist any other third party, directly or indirectly, in doing the same, during the term of any written agreement between Grower/Supplier and Robinson Fresh or thereafter in perpetuity. The parties expressly agree and understand that no right, title, license, or interest of any kind or nature in the Licensed Materials is granted or conveyed to Grower/Supplier under this Schedule except those specific rights granted to Grower/Supplier under this Schedule. It is agreed and understood that Grower/Supplier shall have the right to assign and/or transfer to its suppliers and shippers its obligations to package Products, and Grower/Supplier may sell, assign, transfer, or give labels and packaging materials to its suppliers and shippers in order to meet Grower/Supplier's obligations under this Schedule or any other applicable written agreement between Grower/Supplier and Robinson Fresh. If Grower/Supplier assigns, sells, or otherwise transfers its obligations under this Schedule to any supplier or shipper, including the transfer of any Licensed Materials, Grower/Supplier assumes the same liability and responsibility for such suppliers' and/or shippers' conduct and performance of such obligation as though Grower/Supplier had performed and/or fulfilled such obligations itself. Grower/Supplier shall contractually require all such suppliers and/or shippers to comply with all of the terms of this Schedule and any other applicable written agreement between Grower/Supplier and Robinson Fresh. Robinson Fresh shall in no instance incur any additional fees, costs, or liability with regard to any effort sold, assigned, or transferred by Grower/Supplier.

8. Grower/Supplier agrees to maintain or cause its suppliers and/or shippers to maintain at all times hereunder a ninety-(90) day inventory of printed packaging supplies to be used as part of the Licensed Materials for the Products. In the event Robinson Fresh elects to redesign any portion of the Licensed Materials, it shall provide ninety (90) days prior written notice of such design change to Grower/Supplier, such notice to include the revisions to the Licensed Materials as well as such other materials as Grower/Supplier may reasonably require in order to implement the change. Grower/Supplier's required inventory level shall be determined by identifying the actual packaging supplies used during the same ninety-(90) day period from the preceding year and/or based upon written projections provided by Robinson Fresh.

9. If Grower/Supplier violates the terms of this Schedule, Robinson Fresh shall not be restricted to the limitation of liability set forth in any written agreement between Grower/Supplier and Robinson Fresh for the recovery of any damages resulting from such a breach.

10. Robinson Fresh shall indemnify Grower/Supplier and holds Grower/Supplier harmless from and against all claims or actions alleging trademark infringement based upon Grower/Supplier's authorized use of the trademarks under which the Products are packaged pursuant to this Schedules, and any applicable written agreement between Grower/Supplier and Robinson Fresh, and agrees to defend or settle such claims or actions at Robinson Fresh's sole expense provided Grower/Supplier gives Robinson Fresh prompt notice of such claims or actions and cooperates fully with Robinson Fresh in defending the same. Robinson Fresh shall, in its sole discretion, approve any terms related to the settlement of any

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such infringement claims. Robinson Fresh reserves the right to fully control the handling of any such claims or actions regardless whether litigation has been commenced.

11. Grower/Supplier shall promptly, but in no instance later than thirty (30) days after receiving notice thereof, notify Robinson Fresh of any alleged infringement claims against Grower/Supplier and, if appropriate, Robinson Fresh shall become a party defendant in such proceedings. Failure by Grower/Supplier to furnish such notice within said thirty (30) days period shall relieve Robinson Fresh of its obligations hereunder. Grower/Supplier agrees to cooperate fully with Robinson Fresh in defending any claims, at Robinson Fresh's expense.

12. Upon termination of this Agreement, whether with or without cause, Grower/Supplier shall return to Robinson Fresh (1) all Licensed Materials used in connection with or respect to Grower/Supplier's manufacture of labels to be affixed to Products packaging and (2) all remaining inventory of such packaging or otherwise dispose of the same in accordance with Robinson Fresh's directions. Robinson Fresh may take all necessary actions to recover its property including entry upon Grower/Supplier's premises and directing repossession and removal and/or destruction of Robinson Fresh property. In no instance will any Licensed Materials be sold, assigned, transferred, or given to third parties or otherwise disposed of without the prior written consent of Robinson Fresh.