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 www.filberts.com

### HAZELNUT CONTRACT

Date \_\_\_\_\_

Grower Name \_\_\_\_\_ Phone Day \_\_\_\_\_

Mailing Address \_\_\_\_\_ Phone Eve \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Email \_\_\_\_\_

Orchard Location(s) \_\_\_\_\_

Variety \_\_\_\_\_ Acreage \_\_\_\_\_ Year Planted \_\_\_\_\_

Variety \_\_\_\_\_ Acreage \_\_\_\_\_ Year Planted \_\_\_\_\_

Variety \_\_\_\_\_ Acreage \_\_\_\_\_ Year Planted \_\_\_\_\_

Check payable to: \_\_\_\_\_

Mail check to: \_\_\_\_\_

Minimum price paid and payment date will be per the HGBA Agreement

Hazelnuts Delivered to \_\_\_\_\_ receiving station(s)

Crop Year \_\_\_\_\_

George Packing Company (hereafter referred to as Buyer) agrees to buy from Grower and Grower agrees to sell to Buyer the above described hazelnut production from the above property of Grower during the duration hereof. Buyer agrees to pay no less than the minimum price set forth. Grower assumes all risk of loss or damage to or deterioration of any hazelnuts occurring prior to final acceptance thereof by Buyer.

Buyer will pay to Grower for the hazelnuts delivered a price not less than the minimum price contracted for hereunder, under grade standards generally applied by the industry each year. Buyer agrees to pay to Grower such higher price as Buyer may post an offer to growers at large annually, but in no event shall the price paid to Grower be less than the minimum price contracted hereunder.

Grower warrants (except as noted) that he the sole owner of the above described hazelnuts free of encumbrances; that he has not previously contracted to sell or deliver any of said hazelnuts to any other person, that he shall not during the duration of this contract either encumber or contract for delivery to any other person the production above described; and that he shall deliver said hazelnuts to Buyer free of all encumbrances. Grower warrants that chemicals or fertilizer applied to acreage contracted herein have been registered for use on hazelnuts. Buyer will refuse to accept delivery of any lot known to have been treated with chemicals or fertilizer not registered for use on hazelnuts.

It is agreed that in the event Grower is unable to deliver said hazelnuts to Buyer on account of destruction thereof by floods, weather conditions, or any unavoidable casualties, or inability to get supplies on account of such restrictions, strikes, fires or unavoidable casualties, then this contract shall be null and void upon written notice by either party to the other party of such inability to perform and the reasons therefore.

**Buyer**

**Grower**

**George Packing Company**

By:  \_\_\_\_\_

\_\_\_\_\_

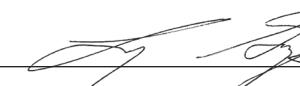
### CHEMICAL/FERTILIZER PROGRAM SECURITY AGREEMENT

Subject to the conditions set forth herein, George Packing Company ("GPC") agrees to advance the costs of chemicals and fertilizers as prepayment for the purchase of the Grower's hazelnut crop. Growers using the Chemical/Fertilizer Crop Prepayment Program agree that: (1) in consideration of Grower's execution of the Hazelnut Contract, Grower may, during the growing season, charge to GPC's account with suppliers designated by GPC the cost of chemicals and fertilizers obtained by Grower from such suppliers. Grower agrees that any chemicals or fertilizers charged to GPC's account shall be approved for use on and shall be used solely in the production of hazelnuts on the property described herein. Grower understands that GPC may instruct suppliers to require Grower to produce this agreement and proof of identity as a condition of such charges. The maximum allowable chemical and fertilizer payment in aggregate that GPC agrees to pay with the designated suppliers is \$500 per acre of hazelnuts Grower has contractually agreed to sell to GPC. Grower understands and agrees that when Grower delivers its hazelnut crop to GPC, the amount that GPC has prepaid Grower under the Chemical/Fertilizer Crop Prepayment program will be deducted from the amount otherwise owing to Grower for the delivery of Grower's crop. 3). If Grower fails to deliver their hazelnut crop to GPC as agreed on or before October 31st, the non-delivery of the purchased product shall constitute a breach of contract. In the event of such breach, GPC shall attempt to resolve the breach with the Grower informally before resorting to legal action. In the event legal action is necessary to enforce this agreement or remedy a breach, the prevailing party shall be entitled to an award of their reasonable attorney fees and costs.

**Buyer**

**Grower**

**George Packing Company**

By:  \_\_\_\_\_

\_\_\_\_\_