

Bobolink™ ‘FL03-291’, Chickadee™ ‘FL04-235’, Kestrel™ ‘FL02-40’, Meadowlark™ ‘FL01-173’, and Raven™ ‘FL05-627’

Southern Highbush Blueberry Cultivars

EXCLUSIVE TERRITORY: MEXICO

These five southern highbush blueberry varieties were developed by the blueberry breeding program under the direction of Dr. Paul Lyrene at the University of Florida’s Institute of Food and Agricultural Sciences.



Florida Foundation Seed Producers, Inc. (FFSP) invites all interested parties to submit comments and/or proposals for the opportunity to obtain an exclusive license for any or all of these southern highbush blueberry varieties in the territory of Mexico by following the instructions contained in this packet. The deadline for FFSP receipt of all required materials is [Friday, October 21, 2011 at 12PM EST](#). For more information, please contact FFSP at beutt@ffsp.net.

| Table of Contents | |
|---|--------------------------------|
| What is an ITN?.....2 | Data Tables and Photos.....6-9 |
| Instructions for Submitting Comments or Proposals.....3 | Terms and Conditions.....10-11 |
| Background and Cultivar Descriptions.....4-5 | Acknowledgment Forms.....12-16 |



**Bobolink™ ‘FL03-291’, Chickadee™
‘FL04-235’, Kestrel™ ‘FL02-40’, Meadowlark™
‘FL01-173’, and Raven™ ‘FL05-627’**

What is an ITN?

Newly developed cultivars, experimental lines, and plant germplasm are routinely approved for release through UF’s Florida Agricultural Experiment Station (FAES). Florida Foundation Seed Producers, Inc. (FFSP), a not-for-profit corporation and direct support organization of the University of Florida, is continuously seeking strategic production and marketing companies in commercialization of a diverse portfolio of newly developed plant cultivars. For certain crops, several companies may express interest in an opportunity for an exclusive license for improved plant cultivars. The Invitation to Negotiate (ITN), implemented in 2006, is a process which enables FFSP to fairly and objectively evaluate all commercial proposals and comments to effectively identify superior companies to deliver new cultivars to the public. In return, licensed companies provide royalties back to FFSP for reinvestment in the breeding and development of new, improved cultivars at the FAES.

The ITN process encourages an open engagement of all interested companies and stakeholders. Companies submitting proposals and/or comments to an ITN will be evaluated consistently and fairly by a review committee comprised of staff members of FFSP and expert faculty advisors from FAES. The use of the ITN is triggered when a commercial entity communicates its wishes to engage in a new business opportunity for contracting plant germplasm or a plant cultivar by a limited exclusive license arrangement. It is sometimes necessary to restrict marketing to a limited number of licensed entities, in order to make a commercial success of a new cultivar.

FFSP strives to secure the company/companies that best meet the needs of the State of Florida and its people, UF, and the breeding program. Responders to the ITN will be evaluated using a consistent methodology, allowing review committee members to weigh core elements and objectively evaluate multiple proposals. The ITN specifications objectively guide critical responses in a proposal and are designed to explore the project’s commercial scope for a sustainable business, consistent with the necessity to deliver FAES plant breeding products and technology to the public. The ITN requires interested companies to describe their prior experience and current business model. Companies are asked to describe a plan of action concerning the new business opportunity. The ITN also requests details of marketing and production plans which will successfully deliver a sound commercial operation and ensure that sustaining royalties are returned to support the FAES breeding program. Initiation of an ITN and the participation by a company in an ITN process does not mean a license will be eventually awarded; only that responsive companies will receive consideration and a fair evaluation of proposals and comments submitted.

At the conclusion of the ITN process, it is everyone’s hope that most details can be mutually agreed upon, resulting in an award of a license to a qualified and successful commercial enterprise.

Please refer to the terms and conditions (pages 10-11) of this ITN for specific specifications and instructions.

Bobolink™ ‘FL03-291’, Chickadee™ ‘FL04-235’, Kestrel™ ‘FL02-40’, Meadowlark™ ‘FL01-173’, and Raven™ ‘FL05-627’

Instructions for Submitting Comments and/or Proposals

If you or your company is interested in commenting on and/or submitting a proposal for the exclusive licensing opportunities of Bobolink™ ‘FL03-291’, Chickadee™ ‘FL04-235’, Kestrel™ ‘FL02-40’, Meadowlark™ ‘FL01-173’, or Raven™ ‘FL05-627’ southern highbush blueberry cultivars in the territory of Mexico, please complete the three steps on this checklist:

_____ **Step 1:** Carefully read the terms and conditions on pages 10 and 11 of this announcement.

_____ **Step 2:** Complete and sign the Acknowledgment Form(s) on pages 12-16 of this announcement, and fax to Florida Foundation Seed Producers, Inc. ATTN: John Beuttenmuller, at (877) 839-9162.

_____ **Step 3:** After FFSP receives the Acknowledgment Form(s), you will receive a sample questionnaire which you may use to submit your proposal(s). If you are only interested in commenting, please indicate such on your Acknowledgment Form(s) and submit your comments upon returning the Acknowledgment Form(s). All proposals and comments must be received by Florida Foundation Seed Producers, Inc. (By US Mail: PO Box 110200, Gainesville, FL 32611-0200, By Express Courier: 1059 McCarty Hall D, Gainesville, FL 32611-0200) **before 12PM EST on Friday, October 21, 2011.**

All proposals and comments will be objectively and confidentially evaluated. FFSP is committed to evaluating proposals and comments using the following three (3) principles of the ITN process:

1. **What is good for the State of Florida and its people?**
2. **What is good for UF/IFAS?**
3. **What is good for the breeder and the breeding program?**

REMINDER: All materials must be received before **Friday, October 21, 2011 at 12PM EST.** Late proposals and/or comments will not be accepted or considered.

Bobolink™ ‘FL03-291’, Chickadee™ ‘FL04-235’, Kestrel™ ‘FL02-40’, Meadowlark™ ‘FL01-173’, and Raven™ ‘FL05-627’

Background

The University of Florida’s Institute of Food and Agricultural Sciences (UF/IFAS) has released the Bobolink™ ‘FL03-291’ (U.S. Patent PP21,377), Chickadee™ ‘FL04-235’ (U.S. Patent PP21,376), Kestrel™ ‘FL02-40’ (U.S. Patent PP21,719), Meadowlark™ ‘FL01-173’ (U.S. Patent PP21,553), and Raven™ ‘FL05-627’ (U.S. Patent PP21,374) blueberry cultivars to Florida Foundation Seed Producers, Inc. (FFSP) for propagation, distribution, and use of these cultivars in the State of Florida and other blueberry growing regions worldwide.

Due to geographical and financial constraints on the UF/IFAS blueberry breeding program, much of the evaluation of these varieties has been limited to the State of Florida.

While the territory of this ITN is Mexico, UF/IFAS does not have data to justify the superiority of any one of these cultivars covered under this ITN when grown in Mexico. As such, FFSP seeks a partner to manage the propagation and trial of these varieties in Mexico. Through this trial process, it is FFSP’s hope that the commercial value of these new cultivars within Mexico will be determined.

The commercialization plan for these varieties in Mexico will be determined by FFSP, based on their individual performance under trial. If one of these cultivars does not demonstrate commercial potential through trials in Mexico, it is not FFSP’s intent to have such a cultivar commercialized.

FFSP seeks an exclusive partner to propagate, distribute, and manage trials of these cultivars in the territory of Mexico. Conditions relative to future rights to commercial propagation, use, distribution, and sale of plants and fruit of these cultivars in the territory of Mexico shall be proposed by ITN respondents, with the understanding that such commercialization would be contingent upon the performance of the cultivars in the territory under trial.

ITN respondents are welcomed to submit proposals for any or all of the five (5) cultivars.

Bobolink™ ‘FL03-291’, Chickadee™ ‘FL04-235’, Kestrel™ ‘FL02-40’, Meadowlark™ ‘FL01-173’, and Raven™ ‘FL05-627’

Cultivar Descriptions

Bobolink™ ‘FL03-291’ (U.S. Patent PP21,377) is a highly-vigorous plant with excellent survival and strong upright growth habit. Produces high-quality, large berries which are sweet when first ripe, forming in loose clusters with a very low detachment force.

Chickadee™ ‘FL04-235’ (U.S. Patent PP21,376) is an upright, early-ripening cultivar with a very low chilling requirement and high-quality berries. The berries form in loose clusters, requiring a medium to medium-hard detachment force. These low-acid berries are sweet and almost crisp, maintaining a degree of high quality when left on the bush. This cultivar is also marked with a very high pollen abundance.

Kestrel™ ‘FL02-40’ (U.S. Patent PP21,719) is an early-ripening cultivar with high berry quality. The berries are slightly acidic and sweet-tasting, clusters of which form with medium looseness and require a very low detachment force. This variety has early and prolific leafing.

Meadowlark™ ‘FL01-173’ (U.S. Patent PP21,553) is a very early-ripening cultivar with upright growth habit. This variety is adorned with unusually long pedicels and peduncles. The berry clusters form loosely and the berries themselves require a medium detachment force, qualities which demonstrate potential for mechanical harvesting.

Raven™ ‘FL05-627’ (U.S. Patent PP21,374) is a midseason cultivar with very large, high-quality berries. These mild, low-acid berries require a low detachment force, forming in loose clusters on the plant. Late berries of this variety remain firm on the bush for an extended time after maturing.

Bobolink™ 'FL03-291', Chickadee™ 'FL04-235', Kestrel™ 'FL02-40', Meadowlark™ 'FL01-173', and Raven™ 'FL05-627'

Data Tables

Table 1: Estimated Date of 50% Ripe Berries (Windsor, FL)

| Variety | 2008 | 2007 | 2006 | 2005 | 2004 | 2003 | Characterization |
|-----------------------------------|----------|----------|----------|----------|----------|----------|------------------|
| Bobolink™ 'FL03-291' (PP21,377) | April 20 | April 16 | May 2 | M* | M* | M* | Early |
| Chickadee™ 'FL04-235' (PP21,376) | April 20 | April 20 | M* | M* | M* | M* | Very Early |
| Kestrel™ 'FL02-40' (PP21,719) | April 20 | April 16 | April 24 | April 30 | M* | M* | Very Early |
| Meadowlark™ 'FL01-173' (PP21,553) | April 23 | M* | April 24 | M* | April 24 | M* | Very Early |
| Raven™ 'FL05-627' (PP21,374) | May 2 | M* | M* | M* | M* | M* | Midseason |
| Star (PP10,675) | April 21 | April 26 | April 28 | April 26 | May 5 | May 2 | Early |
| Jewel (PP11,807) | April 27 | May 1 | May 8 | April 28 | May 15 | May 8 | Mid to late |
| Emerald (PP12,465) | April 27 | May 5 | April 26 | April 28 | May 8 | May 3 | Mid to late |
| Windsor (PP12,783) | April 25 | April 30 | April 26 | April 26 | May 6 | May 1 | Early |
| Millennia (PP12,816) | April 26 | April 30 | May 2 | April 26 | May 6 | May 5 | Early |
| Primadonna (PP20,181) | April 17 | April 20 | April 26 | April 16 | April 30 | April 23 | Very Early |
| Springhigh (PP16,404) | April 16 | April 18 | April 16 | April 24 | April 26 | April 30 | Very Early |
| Sweetcrisp (PP20,027) | April 20 | April 26 | April 28 | April 28 | May 8 | May 3 | Midseason |
| Farthing (PP19,341) | April 24 | April 25 | April 26 | May 1 | May 11 | May 3 | Early |
| Scintilla (PP19,233) | April 16 | April 25 | April 26 | April 22 | May 5 | April 28 | Early |
| Santa Fe (PP10,788) | M* | May 1 | May 8 | April 26 | May 10 | May 8 | Late |
| Snowchaser (PP19,503) | M* | April 4 | April 4 | April 4 | April 15 | April 19 | Very Early |
| Rebel (PP18,138) | April 17 | April 18 | April 28 | M* | M* | M* | Early |

M* = Missing Data

**Table 2: Characteristic evaluation of bush and fruit of Southern Highbush
Blueberry varieties**

| Variety Name | Flowering Season | Ripening Season | Vigor | Survival | Uprightness | Size | Color | Scar | Firmness | Flavor | Detachment ³ | Cluster ⁴ |
|------------------------|------------------|-----------------|-------|----------|-------------|------|-------|------|----------|--------|-------------------------|----------------------|
| Bobolink™ 'FL03-231' | Mid | Early | 9 | 9 | 8 | 8 | 4 | 8 | 8 | 8 | 2 | 8 |
| Chickadee™ 'FL04-235' | Early | Very Early | 8 | 8 | 9 | 8 | 6 | 8 | 8 | 8 | 7 | 8 |
| Kestrel™ 'FL02-40' | Early | Very Early | 8 | 5 | 7 | 8 | 5 | 8 | 8 | 8 | 2 | 5 |
| Meadowlark™ 'FL01-173' | Early | Very Early | 8 | 8 | 9 | 8 | 6 | 7 | 8 | 5 | 7 | 9 |
| Raven™ 'FL05-627' | Mid | Mid | 8 | 8 | 7 | 9 | 6 | 8 | 8 | 8 | 5 | 6 |

Rating Scale - 1-10 (For all characteristics except detachment, higher numbers are more favorable)

¹ - Hours below 7°C for Dormex treated plants. Plants that receive this chill or more will open most or all flower buds and begin satisfactory leafing

² - Expected usefulness in the evergreen production system in south Florida or in tunnels in north Florida

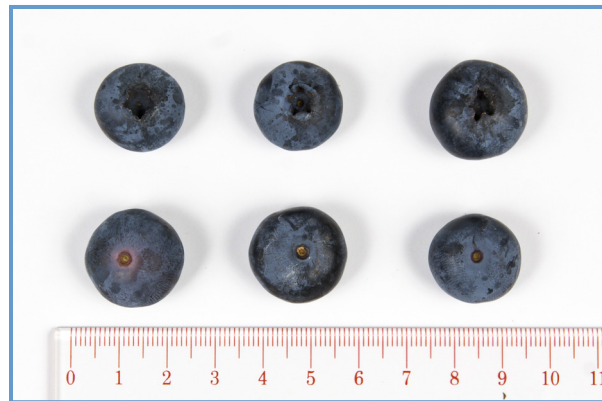
³ - 1 = Ripe berry very easily detaches; 9 = Ripe berry very strongly attached

⁴ - 1 = Berry cluster very tight (undesirable); 9 = Berry cluster very loose

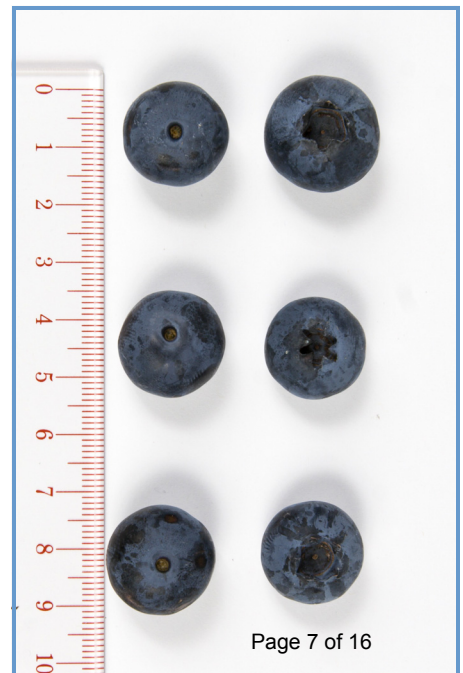
Bobolink™ 'FL03-291', Chickadee™
'FL04-235', Kestrel™ 'FL02-40', Meadowlark™
'FL01-173', and Raven™ 'FL05-627'

Photos

Flowers and Fruit of **Bobolink™ 'FL03-291'** (U.S. Patent PP21,377)



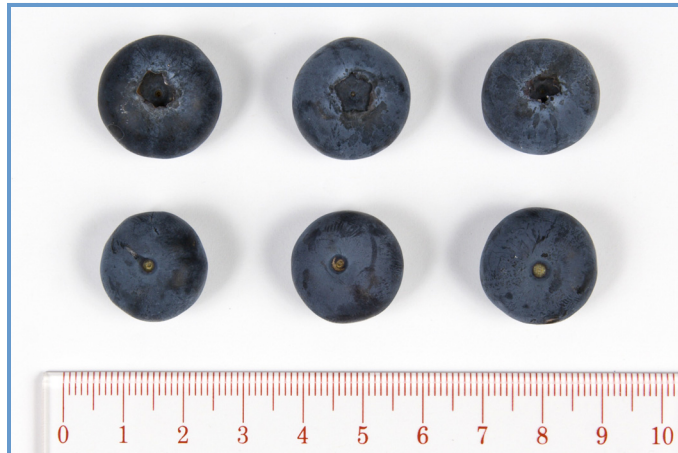
Flowers and Fruit of **Chickadee™ 'FL04-235'** (U.S. Patent PP21,376)



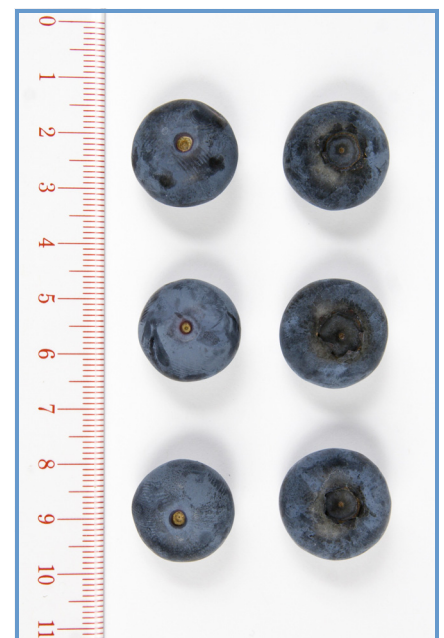
Bobolink™ ‘FL03-291’, Chickadee™
‘FL04-235’, Kestrel™ ‘FL02-40’, Meadowlark™
‘FL01-173’, and Raven™ ‘FL05-627’

Photos

Flowers and Fruit of **Kestrel™ ‘FL02-40’** (U.S. Patent PP21,719)



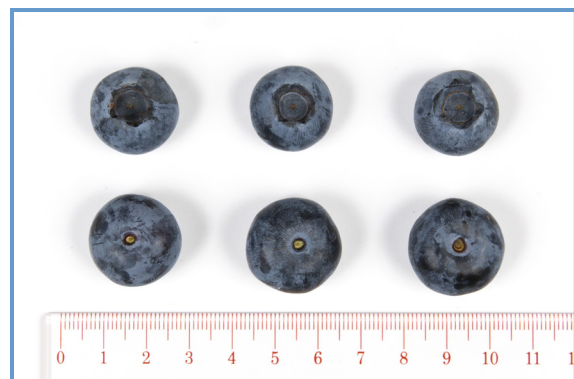
Flowers and Fruit of **Meadowlark™ ‘FL01-173’** (U.S. Patent PP21,553)



Bobolink™ ‘FL03-291’, Chickadee™
‘FL04-235’, Kestrel™ ‘FL02-40’, Meadowlark™
‘FL01-173’, and Raven™ ‘FL05-627’

Photos

Flowers and Fruit of Raven™ ‘FL05-627’ (U.S. Patent PP21,374)



Florida Foundation Seed Producers, Inc. (FFSP), a non-profit corporation and direct support organization of the University of Florida's (University) Florida Agricultural Experiment Station (FAES), an agricultural and natural resources research program, offers the following Invitation to Negotiate (ITN).

GENERAL CONDITIONS:

ITN FORM. All proposals should be submitted after submitting the FFSP ITN Acknowledgment Form. All proposals should be submitted with one (1) complete original proposal and three (3) complete photocopies in a sealed envelope, with the following information on the outside of the envelope: ITN number, date and time of ITN closing (as stated on Acknowledgment Form), and company name. All ITN responses must be executed and submitted in a sealed envelope. (DO NOT INCLUDE MORE THAN ONE ITN RESPONSE PER ENVELOPE)

1. **EXECUTION OF ITN.** The ITN Acknowledgment Form must contain a manual signature of an authorized representative in the space provided. ITN proposals must be typed or printed in ink. Use of erasable ink or pencil is not permitted. All corrections made by Proposer must be initialed. All ITN proposals are subject to the conditions specified herein and those which do not comply are subject to rejection.

2. **NO ITN SUBMITTED.** If not submitting an ITN, respond by returning only the ITN Acknowledgment Form, marking it "NO ITN RESPONSE", and explain the reason in the space provided along with any comments. Failure to respond three (3) times in succession without justification may be cause for removal of your company's name from the ITN notification list. NOTE: To qualify as a respondent, Proposer must submit a "NO ITN RESPONSE", and it must be received no later than the stated ITN closing date and hour.

3. **ITN DELIVERY.** If ITN proposals are mailed through the U. S. Postal Service as regular mail, address the proposal to the PO Box as shown on the Invitation to Negotiate Acknowledgment Form; or if the ITN proposal will be delivered by a service other than the U. S. Postal Service regular mail, i.e., Federal Express, Airborne, United Parcel Service, Courier, U. S. Postal Express Mail, etc., address the proposal to the building and room number as shown on the ITN Acknowledgment Form.

4. **ITN OPENING.** Proposals shall be opened after the closing date and time specified on the ITN Acknowledgment Form. Proposers shall be responsible to assure that the ITN response is delivered at the proper time and place prior to the ITN closing. ITN responses, which for any reason are not so delivered, will not be considered. NOTE: ITN Notice of an unspecified award may be posted electronically at <http://FFSP.net> listed as ITN.

5. **PROPOSAL WITHDRAWAL.** A Proposer may withdraw a submitted proposal at any time up to the ITN closing. To withdraw a proposal, the Proposer must submit a written request, signed by an authorized representative, to FFSP before the ITN closing. After withdrawing a previously submitted proposal, the Proposer may submit another proposal at any time up to the ITN closing.

6. **INQUIRIES.** All changes, if necessary, shall be made by written addendum to the ITN. Any explanation desired by Proposers must be requested of FFSP in writing, and if an explanation is necessary, a reply shall be made in the form of an addendum, a copy of which will be forwarded to each Proposer who has submitted an Acknowledgment Form to FFSP. FFSP will not give verbal answers to inquiries regarding the specifications, or verbal instructions prior to or after the award of this ITN. A verbal statement regarding same by any person shall be non-binding. FFSP is not liable for any costs or actions resulting from the Proposer accepting verbal direction.

7. **ERRORS.** FFSP is not liable for any errors or misinterpretations made by the Proposer in responding to this ITN.

8. **AMENDMENT AND CLARIFICATION.** FFSP reserves the unilateral right to amend this ITN in writing at any time. FFSP reserves the right to cancel or reissue the ITN at its sole discretion. Proposers shall respond to the final written ITN and any exhibits, attachments, and amendments.

9. **ITN INTERPRETATION.** Interpretation of the wording of the ITN document submitted by the Proposer will be the responsibility of FFSP and that interpretation will be final and binding.

10. **PROPOSAL REJECTION.** FFSP shall have the right to reject any or all ITN proposals and in particular to reject a proposal not accompanied by data required by the ITN or in any way incomplete or irregular, including omission of financial considerations. Conditional ITN proposals will not be accepted.

11. **PRICES, TERMS.** Proposers are expected to examine the project scope, specifications, schedule, proposed terms, and all instructions pertaining to the ITN. Failure to do so will be at Proposers' risk. Prices proposed will govern in the award, however, Fees, Royalties and Price are not the only considerations in selection for the award.

12. **CONFLICT OF INTEREST.** Proposers must disclose with their proposal any actual or potential conflicts of interest. All Proposers must disclose with their ITN the name of any officer, director, or agent who is

also an employee of FFSP or University or any State Employee. Further, all Proposers must disclose the name of any State employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Proposer's firm or any of its branches.

13. **PERFORMANCE INVESTIGATIONS.** As part of the proposal evaluation process, FFSP may make inquiries and investigations, including verbal or written references from Proposer's customers, to determine the ability of the Proposer to offer service.

14. **INDEPENDENT CONTRACTOR.** Nothing herein is intended or shall be construed as in any way creating or establishing the relationship of co-partners between the parties or in any way making the Proposer an agent or representative of FFSP for any purposes in any manner whatsoever. Proposer is, and shall remain, an independent contractor with respect to all services performed under any License or Research Agreement awarded as a result of this ITN.

15. **SELECTION.** As the best interest of FFSP acting as a direct support organization of the University may require, the right is reserved to make selections by individual item, group of items, all or none, or a combination thereof; to reject any and all ITN proposals or waive any minor irregularity or technicality in ITN proposals received. Proposers are cautioned to make no assumptions of acceptance, until receiving written notice and that Fees, Royalties and Price are not the only consideration in the award.

16. **AWARD.** Award shall be made to the responsive Proposer whose proposal is determined to be the most advantageous to FFSP. Price, although a consideration, will not be the sole determining factor. FFSP or University is under no obligation to award a contract as a result of this ITN.

17. **CANCELLATION.** FFSP, by written notice, may terminate this ITN without penalty or cause, in whole or in part, when such action is deemed by FFSP to be in the best interest of FFSP.

18. **INTERPRETATIONS/DISPUTES.** Any questions concerning conditions or negotiation considerations shall be directed in writing to FFSP. Inquiries must reference the date of ITN closing and the ITN number. No interpretations shall be considered binding unless provided in writing by the FFSP in response to requests in full compliance with this provision.

19. **LEGAL REQUIREMENTS.** This ITN and any contract resulting from this ITN, and any disputes thereunder, shall be construed exclusively in accordance with the laws of the State of Florida and enforced in the courts of the State of Florida. FFSP and Proposer hereby agree that venue shall lie exclusively in Alachua County, Florida. Applicable provision of all federal, state, county and local laws, and of all ordinances, rules and regulations shall govern development, submittal and evaluation of all proposals received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting an ITN response hereto and the FFSP, by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any Proposer shall not constitute a cognizable defense against the legal effect thereof.

20. **ADVERTISING.** In submitting an ITN proposal, the Proposer agrees not to use the results therefrom as a part of any commercial advertising.

21. **ASSIGNMENT.** Any contract issued pursuant to this ITN and the monies, which may become due hereunder, are not assignable except with the prior written approval of FFSP.

22. **LIABILITY AND INDEMNITY.** The Proposer shall indemnify and hold FFSP, the University of Florida Board of Trustees, the Florida Board of Governors, and their respective employees, directors, officers, and agents harmless from all costs, expenses, claims, damages, penalties and losses (including without limitation reasonable attorneys' fees and experts' fees) arising out of, relating to, or resulting from any contract awarded as a result of this ITN and from the Proposer or third persons use of the FFSP licensed materials.

23. **FACILITIES.** FFSP reserves the right to inspect the Proposer's facilities at any time with prior notice.

24. **TERMINATION.** Upon termination of the project, FFSP shall give notice with instructions for return of sound samples, which include shipping authorization and name of carrier. Upon receiving a written request from FFSP, Proposer agrees to return to FFSP sufficient sound samples as instructed. If no instructions are received from FFSP, the Proposer shall give fifteen (15) days notice to destroy all commodities to FFSP. After fifteen (15) days, the entire supply of commodities shall be destroyed by the Proposer, without exception for other options or hold backs.

25. **RESERVATION OF RIGHTS.** FFSP retains sole rights, titles and ownership of the supplied Intellectual Property (IP), including all plant material and associated information provided in performance of the project and all current and future patents, plant variety protection (PVP), copyrights, trademarks, and other intellectual property rights. No one is permitted to file for IP protection, except University, FFSP or their designees. FFSP is enabled by University to file for IP protection and to contract out all forms of IP to commercial entities. Breeding, selection, or modifications to the plant materials and IP supplied are prohibited.

26. CONFLICT BETWEEN DOCUMENTS. If any terms and conditions contained within the documents that are a part of this ITN or resulting contract that are in conflict with any other terms and conditions contained therein, then the various documents comprising this ITN or resulting License or Research Agreement, as applicable, shall govern in the following order of precedence: amendment, contract and addendum(s), addenda to invitation to negotiation, special conditions, general conditions, invitation to negotiate.

27. EXPENSE. All proposals submitted in response to this ITN must be submitted at the sole expense of the Proposer, whether or not any agreement is signed as a result of this ITN. Proposers will pay all costs associated with the preparation of proposals and necessary visits to FFSP and other required site visits.

28. NO WARRANTIES. FFSP MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER WITH RESPECT TO THE MATERIALS, INCLUDING, WITHOUT LIMITATION, (I) THAT THE USE OF THE MATERIALS DOES NOT OR WILL NOT INFRINGE ANY PATENT OR OTHER INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY, OR (II) THAT THE USE OF THE MATERIALS IS SAFE AND WITHOUT HAZARD. FFSP IS UNDER NO OBLIGATION TO OBTAIN OR PROVIDE LICENSES THAT MAY BE REQUIRED FOR THE USE OF THE MATERIALS BY PROPOSER. IN ADDITION, PROPOSER SHALL ASSUME ALL RISKS RELATING TO, RESULTING FROM OR ARISING OUT OF THE USE OF THE MATERIALS.

SPECIAL CONDITIONS:

29. USE OF TERMS. The terms proposer, cooperator, firm, vendor, company, and contractor are used synonymously in this ITN unless otherwise indicated.

30. CONTRACT. This ITN, the written proposal submitted, and modifications to terms as negotiated and agreed to by the parties shall be incorporated into the final contract for consideration.

If your company is interested in submitting a proposal for this exclusive licensing opportunity of **Bobolink™ ‘FL03-291’ in the territory of Mexico, please complete and sign this Acknowledgment Form agreeing to the terms and conditions of the ITN (pages 10 and 11) and fax OR mail it back to Florida Foundation Seed Producers, Inc. FFSP will then send your company a template questionnaire which can be used for submission of your proposal.**

SUBMIT I.T.N. RESPONSE AND COMMENTS TO:
 FLORIDA FOUNDATION SEED PRODUCERS, INC.
 ATTN: John C. Beuttenmuller
 1059 McCarty Hall D
 PO Box 110200
 Gainesville, FL 32611-0200
 Phone: (352) 392-9446 Fax: (877) 839-9162

Acknowledgment Form



INVITATION TO NEGOTIATE

| | | |
|--|---|--|
| I.T.N. PROPOSAL DUE: FRIDAY, OCTOBER 21, 2011 AT 12PM EST | | I.T.N. NO.: ITN 11-06 |
| I.T.N. OPEN DATE: August 5, 2011 | FFSP AGENT: John C. Beuttenmuller | I.T.N. TITLE: Bobolink™ ‘FL03-291’ Southern Highbush Blueberry |
| PROPOSER NAME/COMPANY NAME: | | PROPOSER CONTACT (NAME): |
| PROPOSER’S MAILING ADDRESS (Phys.): | | |
| CITY – STATE – ZIP CODE - COUNTRY: | | |
| AREA CODE: | TELEPHONE NO.: | EMAIL: |
| | ALTERNATE NO.: | WEBSITE: |
| | FAX NO.: | |

Is it acceptable to send your I.T.N. template questionnaire via e-mail? _____ Yes _____ No

If no, what method should be used? _____

I certify that this I.T.N. Proposal is made without prior understanding, agreement, or connection with any corporation, firm or person submitting an I.T.N. Proposal for the same materials and is in all respects fair and without collusion or fraud. I agree to be bound by all conditions of this I.T.N. Proposal and certify that I am authorized to sign this I.T.N. Proposal for the Proposer.

SIGNATURE

DATE

NAME (TYPED), TITLE

If your company is interested in submitting a proposal for this exclusive licensing opportunity of Chickadee™ 'FL04-235' in the territory of Mexico, please complete and sign this Acknowledgment Form agreeing to the terms and conditions of the ITN (pages 10 and 11) and fax OR mail it back to Florida Foundation Seed Producers, Inc. FFSP will then send your company a template questionnaire which can be used for submission of your proposal.

SUBMIT I.T.N. RESPONSE AND COMMENTS TO:
 FLORIDA FOUNDATION SEED PRODUCERS, INC.
 ATTN: John C. Beuttenmuller
 1059 McCarty Hall D
 PO Box 110200
 Gainesville, FL 32611-0200
 Phone: (352) 392-9446 Fax: (877) 839-9162

Acknowledgment Form



INVITATION TO NEGOTIATE

| | | |
|---|---|---|
| I.T.N. PROPOSAL DUE: <u>FRIDAY, OCTOBER 21, 2011 AT 12PM EST</u> | | I.T.N. NO.: ITN 11-07 |
| I.T.N. OPEN DATE: August 5, 2011 | FFSP AGENT: John C. Beuttenmuller | I.T.N. TITLE: Chickadee™ 'FL04-235' Southern Highbush Blueberry |
| PROPOSER NAME/COMPANY NAME: | | PROPOSER CONTACT (NAME): |
| PROPOSER'S MAILING ADDRESS (Phys.): | | |
| CITY – STATE – ZIP CODE - COUNTRY: | | |
| AREA CODE: | TELEPHONE NO.: | EMAIL: |
| | ALTERNATE NO.: | WEBSITE: |
| | FAX NO.: | |

Is it acceptable to send your I.T.N. template questionnaire via e-mail? _____ Yes _____ No

If no, what method should be used? _____

I certify that this I.T.N. Proposal is made without prior understanding, agreement, or connection with any corporation, firm or person submitting an I.T.N. Proposal for the same materials and is in all respects fair and without collusion or fraud. I agree to be bound by all conditions of this I.T.N. Proposal and certify that I am authorized to sign this I.T.N. Proposal for the Proposer.

SIGNATURE

DATE

NAME (TYPED), TITLE

If your company is interested in submitting a proposal for this exclusive licensing opportunity of Kestrel™ 'FL02-40' in the territory of Mexico, please complete and sign this Acknowledgment Form agreeing to the terms and conditions of the ITN (pages 10 and 11) and fax OR mail it back to Florida Foundation Seed Producers, Inc. FFSP will then send your company a template questionnaire which can be used for submission of your proposal.

SUBMIT I.T.N. RESPONSE AND COMMENTS TO:
 FLORIDA FOUNDATION SEED PRODUCERS, INC.
 ATTN: John C. Beuttenmuller
 1059 McCarty Hall D
 PO Box 110200
 Gainesville, FL 32611-0200
 Phone: (352) 392-9446 Fax: (877) 839-9162

Acknowledgment Form



INVITATION TO NEGOTIATE

| | | |
|--|---|--|
| I.T.N. PROPOSAL DUE: FRIDAY, OCTOBER 21, 2011 AT 12PM EST | | I.T.N. NO.: ITN 11-08 |
| I.T.N. OPEN DATE: August 5, 2011 | FFSP AGENT: John C. Beuttenmuller | I.T.N. TITLE: Kestrel™ 'FL02-40' Southern Highbush Blueberry |
| PROPOSER NAME/COMPANY NAME: | | PROPOSER CONTACT (NAME): |
| PROPOSER'S MAILING ADDRESS (Phys.): | | |
| CITY – STATE – ZIP CODE - COUNTRY: | | |
| AREA CODE: | TELEPHONE NO.: | EMAIL: |
| | ALTERNATE NO.: | WEBSITE: |
| | FAX NO.: | |

Is it acceptable to send your I.T.N. template questionnaire via e-mail? _____ Yes _____ No

If no, what method should be used? _____

I certify that this I.T.N. Proposal is made without prior understanding, agreement, or connection with any corporation, firm or person submitting an I.T.N. Proposal for the same materials and is in all respects fair and without collusion or fraud. I agree to be bound by all conditions of this I.T.N. Proposal and certify that I am authorized to sign this I.T.N. Proposal for the Proposer.

SIGNATURE

DATE

NAME (TYPED), TITLE

If your company is interested in submitting a proposal for this exclusive licensing opportunity of Meadowlark™ ‘FL01-173’ in the territory of Mexico, please complete and sign this Acknowledgment Form agreeing to the terms and conditions of the ITN (pages 10 and 11) and fax OR mail it back to Florida Foundation Seed Producers, Inc. FFSP will then send your company a template questionnaire which can be used for submission of your proposal.

SUBMIT I.T.N. RESPONSES AND COMMENTS TO:
 FLORIDA FOUNDATION SEED PRODUCERS, INC.
 ATTN: John C. Beuttenmuller
 1059 McCarty Hall D
 PO Box 110200
 Gainesville, FL 32611-0200
 Phone: (352) 392-9446 Fax: (877) 839-9162

Acknowledgment Form



INVITATION TO NEGOTIATE

| | | |
|--|---|--|
| I.T.N. PROPOSAL DUE: FRIDAY, OCTOBER 21, 2011 AT 12PM EST | | I.T.N. NO.: ITN 11-09 |
| I.T.N. OPEN DATE: August 5, 2011 | FFSP AGENT: John C. Beuttenmuller | I.T.N. TITLE: Meadowlark™ ‘FL01-173’ Southern Highbush Blueberry |
| PROPOSER NAME/COMPANY NAME: | | PROPOSER CONTACT (NAME): |
| PROPOSER’S MAILING ADDRESS (Phys.): | | |
| CITY – STATE – ZIP CODE - COUNTRY: | | |
| AREA CODE: | TELEPHONE NO.: | EMAIL: |
| | ALTERNATE NO.: | WEBSITE: |
| | FAX NO.: | |

Is it acceptable to send your I.T.N. template questionnaire via e-mail? _____ Yes _____ No

If no, what method should be used? _____

I certify that this I.T.N. Proposal is made without prior understanding, agreement, or connection with any corporation, firm or person submitting an I.T.N. Proposal for the same materials and is in all respects fair and without collusion or fraud. I agree to be bound by all conditions of this I.T.N. Proposal and certify that I am authorized to sign this I.T.N. Proposal for the Proposer.

SIGNATURE

DATE

NAME (TYPED), TITLE

If your company is interested in submitting a proposal for this exclusive licensing opportunity of Raven™ ‘FL05-627’ in the territory of Mexico, please complete and sign this Acknowledgment Form agreeing to the terms and conditions of the ITN (pages 10 and 11) and fax OR mail it back to Florida Foundation Seed Producers, Inc. FFSP will then send your company a template questionnaire which can be used for submission of your proposal.

SUBMIT I.T.N. RESPONSES AND COMMENTS TO:
 FLORIDA FOUNDATION SEED PRODUCERS, INC.
 ATTN: John C. Beuttenmuller
 1059 McCarty Hall D
 PO Box 110200
 Gainesville, FL 32611-0200
 Phone: (352) 392-9446 Fax: (877) 839-9162

Acknowledgment Form



INVITATION TO NEGOTIATE

| | | |
|--|---|---|
| I.T.N. PROPOSAL DUE: FRIDAY, OCTOBER 21, 2011 AT 12PM EST | | I.T.N. NO.: ITN 11-10 |
| I.T.N. OPEN DATE: August 5, 2011 | FFSP AGENT: John C. Beuttenmuller | I.T.N. TITLE: Raven™ ‘FL05-627’ Southern Highbush Blueberry |
| PROPOSER NAME/COMPANY NAME: | | PROPOSER CONTACT (NAME): |
| PROPOSER’S MAILING ADDRESS (Phys.): | | |
| CITY – STATE – ZIP CODE - COUNTRY: | | |
| AREA CODE: | TELEPHONE NO.: | EMAIL: |
| | ALTERNATE NO.: | WEBSITE: |
| | FAX NO.: | |

Is it acceptable to send your I.T.N. template questionnaire via e-mail? _____ Yes _____ No

If no, what method should be used? _____

I certify that this I.T.N. Proposal is made without prior understanding, agreement, or connection with any corporation, firm or person submitting an I.T.N. Proposal for the same materials and is in all respects fair and without collusion or fraud. I agree to be bound by all conditions of this I.T.N. Proposal and certify that I am authorized to sign this I.T.N. Proposal for the Proposer.

SIGNATURE

DATE

NAME (TYPED), TITLE