

**Exhibit A – The Following Are Exclusive Proven Winners® Affiliated Patented, PPAF, PBR Granted, PBRAF, and/or Trademarked Varieties and Should Not Appear on Plant Tags or Pots (other than provided by Proven Winners®)**

**PROVEN WINNERS CUSTOMER – GROWER AGREEMENT**

**Terms and Conditions Accepted By Customer Upon Receipt of PROVEN WINNERS® and/or PROVEN SELECTIONS® Plants**

**ALL FORMS OF SELF-PROPAGATION ARE STRICTLY PROHIBITED**

**READ THIS AGREEMENT BEFORE ACCEPTING ANY ORDER AND/OR OPENING ANY SEALED OR UNSEALED SHIPMENTS OF PROVEN WINNERS AND/OR PROVEN SELECTIONS PLANTS.** By accepting a Proven Winners and/or Proven Selections order, and/or opening any box(es) or shipments of Proven Winners or Proven Selections plants, you, the customer shown on the shipping documents receiving this order (hereinafter “Customer”) accept this agreement. If you do not agree to the terms of this agreement, do not accept any orders and/or shipments, and do not open any (additional) boxes. If an order is refused, promptly contact your Proven Winners sales representative(s).

This Agreement is made between Proven Winners North America LLC (hereinafter “Proven Winners”) and you the Customer (“Customer”). This Agreement pertains to all Proven Winners and Proven Selections plant varieties shipped or delivered by Proven Winners to Customer (hereinafter the “Products”), regardless of whether the Products are listed on Exhibit A of this agreement and regardless of whether the plant varieties are sold or provided as samples, or at no charge, or for trial or testing purposes. Customer, for good and valuable consideration, receipt of which is hereby acknowledged, agrees as follows:

1. **Prior Agreements Superseded.** This Agreement supersedes any and all prior agreement(s) or representation(s), written or oral, between Proven Winners and Customer which addressed the same or similar subject matter as is set forth in this Agreement or which could be construed as a previous version of this Agreement.
2. **For Production of Finished Plants ONLY; PROPAGATION PROHIBITED.** For purposes of this Agreement, the term Finished Plants means plants that have reached a size and appearance appropriate for retail sale (“Finished Plants”). **For plants sold under the Proven Winners brand, this is defined as a Finished Plant sold in a Proven Winners branded container with a diameter of 2.25 inches in diameter or larger, or as a Finished Plant sold in a large multi-plant finished basket or combination planter. Customer may not re-sell or redistribute Products unless the Products are of the minimum size noted above.** The term “redistribute” means the act of transferring, selling, delivering to, or otherwise accommodating parties other than the Customer shown in the “ship to” portion of the written bill of lading. **All growing under this Agreement must be for the sole purpose of producing Finished Plants from Proven Winners plant material ordered and received by Customer from Proven Winners pursuant to this Agreement.**
3. **Resolution of Liability at Time of Inspection.** In the event of unauthorized or illegal propagation, Proven Winners shall be entitled to all available rights and remedies. In certain cases where illegal propagation has occurred, and in the sole discretion of Proven Winners, Customer may avoid further legal liability by electing to resolve the matter by: 1). immediate payment of an automatic assessment of \$3.00 USD per cutting, *and* 2). immediate destruction by Proven Winners or its agent of all unauthorized or illegal plant material. Customer waives this option in the event that all illegal propagation is not resolved in writing at the time of inspection and, in that event, Customer agrees: 1). that the damages to Proven Winners far exceed any amounts that could have been asserted by Proven Winners pursuant to this paragraph at the time of inspection; and 2). to not purchase Proven Winners or Proven Selections plants from any other source.
4. **Plant Tags: Customer Must Use Proven Winners’ Plant Tags With Finished Plants and May NOT Use Any Other Plant Tags.** Proven Winners provides to Customer one variety-specific Proven Winners or Proven Selections brand plant tag for each individual plant product purchased by Customer. **The provided variety specific plant tag must not be altered in any way and shall be inserted into the container of each Finished Plant of each plant product sold or shipped by Customer so as to be prominently displayed and seen without effort by the purchaser and consumer. If multiple plant(s)/varieties are used in the same container (example: large multi-plant finished baskets or combination planters, etc.) at least one variety-specific plant tag for each individual variety in the planting must be inserted in the container or otherwise provided with the plant.** In addition to a variety-specific plant tag, for plantings containing at least 75% Proven Winners and/or Proven Selections plants (per sec. 7 below), the use of a generic Proven Winners Container Garden tag (a larger display tag for multiple plant(s)/varieties offered in the same container) is suggested but not required. Or, a Container Garden tag which is provided by Proven Winners that separately lists each variety in the planting may be used in which case individual variety specific plant tags are not required. **Customer shall not grow, sell, offer for sale, or ship any Finished Plants of any Proven Winners product using any plant tags not provided by Proven Winners, nor use any unauthorized or otherwise inapplicable trademarks, names, variety names or markings with Proven Winners product. Customer is prohibited from creating, printing, or producing plant tags, containers, pots or any type of packaging labels containing, reproducing, or displaying Proven Winners and/or Proven Selections variety names and trademarks, images, or cultural information. Additionally, under no circumstances can other primary, secondary, or “grower” tags be used either in lieu of or in conjunction with the plant tag provided by Proven Winners.**
5. **Complete Packages / Required Branded Container Program.** **The purchase and use of a Proven Winners branded container is required for all plant varieties grown for retail sale for single plant production under the Proven Winners brand. A branded container is not required for Proven Winners varieties grown for single plant production (includes Proven Winners Annuals, Proven Accents, Proven Harvest®,) which are sold for use in landscape plantings only.**

In the case of non-compliance with the required branded container program described above, Customer may be allowed to sell the non-compliant plant by paying a fine of \$1.50 per each individual plant.

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Proven Winners containers may only be used for Proven Winners Annuals, Proven Winners Perennials, Proven Harvest, Proven Accents by Proven Winners, For further clarification on allowed pots or containers, contact Royalty Administration International at 1-800-472-4724.

6. Limited Right to Use Bar Code or Customer Name. If Customer wishes to utilize a bar code, Customer is encouraged to purchase Proven Winners branded containers which can be custom printed with a bar code; plant tags may also be custom printed with a bar code upon request. Customer may also include along with Finished Plants a white plant stake tag (no larger than 6" tall x 1" wide) or a white sticker/label affixed to the container or to a Container Garden tag (no larger than 1" x 1-½"-in size), consisting only of a bar code and/or a retail price, with no other markings except as allowed in this paragraph. Additionally, if Customer wishes to indicate that Customer is the grower of the Finished Plant, Customer may apply a label to the pot of the Finished Plant that reads "Grown under agreement with Proven Winners by [Name of Customer]." Such label shall be no larger than 1" x 1-1/2" in size and consist only of the aforementioned plain text with no designs or embellishments (except Customer may combine the aforementioned plain text with a bar code and/or retail pricing mentioned above on one sticker/label 2" x 2" in size). Otherwise, Customer may print either a bar code and/or indicate they are the grower of the Finished Plant on a container of their choosing if the size guidelines for providing this same information on a sticker/label are complied with, as well as sections 4 and 8 of this Agreement. Customer may not place any stickers on plant tags and may not place stickers on containers in any location that covers or hides any Proven Winners or Proven Selections logos.
7. Customer shall not use Proven Winners' Trademarks, Plant Tags and/or Containers with Any Other Products Except Those Purchased from Proven Winners. Plant tags may only be used with the original plants provided. If a generic Container Garden Tag (which does not list individual varieties by name) provided by Proven Winners is used, Customer shall only use a generic Proven Winners Container Garden Tag when at least 75% of the varieties in the container have been provided by Proven Winners. Customer shall be fully aware of, abide by, and govern itself in accordance with all information and restrictions set forth on any plant tag provided to Customer by or on behalf of Proven Winners.
8. Re-Selling or Giving Away Proven Winners' Plant Tags or Containers is Strictly Prohibited. Additionally, Purchasing or otherwise obtaining Proven Winners' plant tags or containers from any source other than Proven Winners is strictly prohibited.
9. Limitation on and Exclusion of Damages. Customer may recover only direct damages up to but not exceeding the amount paid for the subject plant products. Customer cannot recover any other damages, including consequential, lost profits, special, indirect or incidental damages. This limitation applies to anything related to the plant products purchased, as well as claims for breach of contract, breach of warranty, guarantee or condition, strict liability, negligence, or other tort to the extent permitted by applicable law. It also applies even if replacement of the plant products purchased or a refund for the plant products do not fully compensate for any or all losses, or if Proven Winners or its suppliers knew or should have known about the possibility of the damages.
10. Customer Owns No Rights In Mutations. Customer shall report to Proven Winners immediately any sport, bud mutation, or mutant (defined as a sudden heritable change appearing in a plant as the result of a change in genes and chromosomes which may or may not result in a superior plant) found in the Proven Winners products. Immediately upon request of Proven Winners, Customer shall provide Proven Winners with material of the sport, bud mutation, or mutant. Any sport, bud mutation, or mutant found in the Proven Winners product shall be the property of Proven Winners, the breeder or plant patent owner, at Proven Winners' discretion.
11. Quality Control Standard. Customer shall ship, sell, or distribute none of the finished plants of the Proven Winners products unless the same shall be in healthy condition and of a size, condition, and appearance appropriate for retail sale.
12. Right of Inspection. **Customer agrees to allow Proven Winners or Proven Winners' Agents, including but not limited to Royalty Administration International, to enter and inspect at any reasonable time Customer's premises and plantings to ensure compliance with this Agreement and Customer shall authorize and instruct Customer's employees to fully cooperate in any such entry or inspection. Refusal to allow inspection will result in the immediate termination of this Agreement.**
13. Termination. Upon breach by Customer of any terms of this Agreement, the grant of rights to Customer under this Agreement is immediately terminated. In this event, or upon termination of this Agreement for any reason, Customer agrees to destroy all plants, cuttings, buds, and other matter capable of reproduction of the Proven Winners products and all plants, cutting, buds, and other matter capable of reproduction, originating from the existing plant matter. Proven Winners may also pursue all legal remedies available, to the fullest extent of the law, for the recovery of further damages, including without limitation, incidental, consequential, punitive, statutory, and infringement damages, lost profits and all forms of injunctive relief.
14. Venue, Jurisdiction and Choice of Law/Attorney Fees. In any legal action arising out of this Agreement, or arising from infringement of Proven Winners rights, Customer consents to the exclusive jurisdiction of the U.S. District Courts, including the U.S. Courts for the Middle District of Florida and the Northern District of California. In any legal action arising out of this Agreement, or arising from infringement of Proven Winners rights, Proven Winners is entitled to reasonable attorney fees and costs.
16. Non-Assignability and Severability. Customer may not assign this Agreement. If any provisions of this Agreement are, or become, invalid or unenforceable, the remaining provisions continue to be fully effective.

**ANY QUESTIONS REGARDING THIS AGREEMENT – CONTACT  
ROYALTY ADMINISTRATION INTERNATIONAL at 1-800-472-4724**

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Proven Winners®, Proven Winners® Perennials, Proven Selections® & Proven Selections® Perennials Varieties:

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*Ageratum Artist*® Blue 'Agsantis', USPP15,289; Can 2050  
*Ageratum Artist*® Pearl' USPPAF; Can PBRF  
*Allium Proven Harvest*® *AliiYUM!*™ USPP34,419 Can PBRF  
*Anagallis* 'Wildcat Blue' USPP15,137  
*Anagallis* 'Wildcat Mandarin' USPP18,845  
*Angelonia Angelface*® Blue Imp 'ANBLU140' USPP31,179; Can 6277  
*Angelonia Angelface*® Cascade Blue 'ANCASBLU' USPP30,907; Can 6278  
*Angelonia Angelface*® Cascade Pink 'ANCASPI' USPP31,217; Can 6279  
*Angelonia Angelface*® Cascade Snow USPPAF; Can PBRF  
*Angelonia Angelface*® Perfectly Pink 'Balang15434' USPP29,270  
*Angelonia Angelface*® Steel Blue 'ANSTEEL' USPP30,906, Can 6281  
*Angelonia Angelface*® Super Blue 'ANSUBLU021' USPP933,058; Can 6533  
*Angelonia Angelface*® Super White 'Ansuwhi' USPP29,490; Can 5,768  
*Angelonia Angelface*® Wedgwood Blue 'ANWEDG116', USPP31,178, Can 6282  
*Angelonia Angelface*® White 'Anwhitmi', USPP19,866;  
*Argyranthemum Golden Butterfly*® 'G145101' USPP30,615, Can 6079  
*Argyranthemum Pure White Butterfly*® 'G14420,' USPP29,027; Can 5,769  
*Artemisia Proven Accents*® *Silver Bullet*®  
*Baby Tut*® Trademark  
*Begonia Double Delight*® Blush Rose *Begonia hybrid* 'KERBESPIROS' USPP 29,297, Can PBRF  
*Begonia Double Delight*® Primrose *Begonia hybrid* 'Kerbespicup' USPPAF, Can PBRF  
*Begonia Double Up*™ Red 'LEGDBLRED' USPP32,638, Can PBRF  
*Begonia Proven Accents*™ *Pegasus*®  
*Begonia Surefire*® (series)  
*Begonia Surefire*® *Cherry Cordial*™  
*Bidens Campfire*® Flame 'INBIDCAMEM' USPP32,647, Can 6539  
*Bidens Goldilocks Rocks*® 'BID 16101' USPP32,646; Can 6557  
*Browallia Endless*™ Flirtation 'UNHBR18,' USPP19822  
*Browallia Endless*™ Illumination 'UNHBR12,' USPP18,925  
*Calendula Lady Godiva*® Orange 'Kercaldivimp' USPP32,626, Can 6495  
*Calendula Lady Godiva*® Yellow 'Kercaldiyell' USPP30,869, Can 6300  
*Calibrachoa Superbells*® *Blackcurrant Punch*™ 'BBCAL81801', USPP30,839, Can 6288  
*Calibrachoa Superbells*® Blue 'USCALDOBLU' USPP32,649; Can 6542  
*Calibrachoa Superbells*® *Blue Moon Punch*™  
*Calibrachoa Superbells*® *Cardinal Star*™ 'USCAL69404' USPP29,667, Can 6055, US Utility 9,313,959  
*Calibrachoa Superbells*® Cherry Red 'USCAL23101,' USPP27,010; Can 5318  
*Calibrachoa Superbells*® Cherry Star 'USCAL91001' USPP23,232; Can 4594, US Utility 9,313,959  
*Calibrachoa Superbells*® Coral Sun™ 'BBCAL99001' USPP32,648, Can PBRF  
*Calibrachoa Superbells*® Coralina 'INCALMIABE' USPP28,036; Can 5556  
*Calibrachoa Superbells*® Double Amber 'KLECA20428' Can PBRF, US Utility 7,786,342  
*Calibrachoa Superbells*® Double Blue 'INCALDOBLUE' USPPAF; Can PBRF, US Utility 7,786,342  
*Calibrachoa Superbells*® Double Chiffon 'USCAL51505' USPP30,803 Can 4591, US Utility 7,786,342  
*Calibrachoa Superbells*® Double Orange 'KLECA20459', US Utility 7,786,342  
*Calibrachoa Superbells*® Double Ruby 'USCAL83901' Can 4591, US Utility 7,786,342  
*Calibrachoa Superbells*® Double Twilight 'KLECA21509' US Utility 7,786,342  
*Calibrachoa Superbells*® Double Yellow USPPAF, Can PBRF  
*Calibrachoa Superbells*® Doublette *Love Swept*™ 'USCAL81302', USPP30,804, Can PBRF, US Utility 7,786,342  
*Calibrachoa Superbells*® *Dreamsicle*® 'INCALDRSIM' USPP 32,917; Can 6543  
*Calibrachoa Superbells*® *Evening Star*™ 'BBCAL87705' USPP30,837, Can 6548, US Utility 9,313,959  
*Calibrachoa Superbells*® *Grape Punch*™ 'JGCAL09404' USPP29,760, Can 5784  
*Calibrachoa Superbells*® *Hollywood Star*™ 'BBCAL26702' USPP29072; Can 5783; US Utility 9,313,959  
*Calibrachoa Superbells*® *Holy Cow!*™ 'BBCAL85303' USPP30,840, US Utility 9,313,959  
*Calibrachoa Superbells*® *Holy Moly!*® 'USCALCHSTM' USPP28,243, Can 6140, US Utility 9,313,959  
*Calibrachoa Superbells*® *Holy Smokes!*™ 'BBCAL85805' USPP30,838, Can 6,291, US Utility 9,313,959  
*Calibrachoa Superbells*® *Honeyberry*™ 'BBCAL91303' USPP 32,690, Can 6549  
*Calibrachoa Superbells*® *Lemon Slice*® 'USCALI5302M' USPP 24,353, Can 4917  
*Calibrachoa Superbells*® Miss Lilac 'USCAL87502' USPP23,230; Can 4593  
*Calibrachoa Superbells*® *Omni*™ Pink Lemonade USPPAF, Can PBRF  
*Calibrachoa Superbells*® *Over Easy*™ 'KLECA16314' USPP 29,741  
*Calibrachoa Superbells*® Pink 'USCALI11,' USPP14,968; Can 1927  
*Calibrachoa Superbells*® Plum 'BBCAL76001' USPP29,872, Can 6054  
*Calibrachoa Superbells*® *Pomegranate Punch*™ 'USCAL08501, USPP24,503; Can 4915  
*Calibrachoa Superbells*® Red 'INCALIMRED' USPP29,075, Can 5772  
*Calibrachoa Superbells*® *Rising Star*™ 'KLECA16006' USPP 29,433, Can 6303, US Utility 9,313,959  
*Calibrachoa Superbells*® *Strawberry Punch*™ 'USCAL58205' USPP22,941; Can 4590  
*Calibrachoa Superbells*® *Tangerine Punch*™ 'BBCAL82201' USPP30,785, Can 6289  
*Calibrachoa Superbells*® Tropical Sunrise 'INCALTRSUN' USPP29,029  
*Calibrachoa Superbells*® *Watermelon Punch*™ 'BBCAL82402' USPP 32,651, Can 6572  
*Calibrachoa Superbells*® White 'Balcal1414' USPP30,200  
*Calibrachoa Superbells*® Yellow 'Balcal1004' USPP29,528  
*Calibrachoa Superbells*® *Yellow Chiffon*™ 'USCALI402-1,' USPP19,480; Can 3631  
*Calyphous Ladybird*™ Lemonade 'WNCYLALEM' USPP33,980, Can PBRF  
*Calyphous Ladybird*™ Sunglow 'WNCYLASUN' USPP 34,148, Can PBRF  
*Canna Toucan*® series  
*Capsicum Proven Harvest*® *Fire Away*® *Hot and Heavy*  
*Chyrsocephalum Flambe*® 'Yellow 'Fiochryel,' USPP19,175, Can 3280  
*Cleome Señorita Blanca*® 'Inclesbimp' USPP27,011; Can 5504  
*Cleome Señorita Rosalita*® 'Inclesosr,' USPP19,733, Can 3290  
*Cuphea Fairy Dust*® 'PAS1303307' USPVP201800290  
*Cuphea Vermillionaire*® 'cupver'  
*Cyperus Graceful Grasses*® *Baby Tut*®  
*Cyperus Graceful Grasses*® *King Tut*®

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*Cyperus Graceful Grasses® Prince Tut™*  
*Cyperus Graceful Grasses® Queen Tut™*  
*Dracaena Cordylena®* series name  
*Euphorbia Diamond Frost®* 'Inneuphdia', USPP17,567; Can 2830  
*Euphorbia Diamond Mountain®* USPPAF; Can PBRF  
*Euphorbia Diamond Snow®* 'INCHADIACL' USPP32,682; Can 6494  
*Euryops High Noon®* 'EUR 16001' USPP32,669, Can PBRF  
*Evolvulus Blue My Mind®* 'USEVO1201' USPP24,447; Can 4918  
*Evolvulus Blue My Mind®* XL'RMEVO28301; Can PBRF  
*Fragaria Proven Harvest® Berried Treasure®,* USPP14,508  
*Gaillardia Heat it Up®* Scarlet 'G15272' USPP32,692, Can 6535  
*Gaillardia Heat it Up®* Yellow 'G15270' USPP32,654, Can 6534  
*Gaura Karalee®* Petite Pink Imp 'DGAUR137' USPP30,562, Can 6076  
*Gaura Stratosphere™* White 'Gautalwhi,' USPP16,565  
*Gaura Stratosphere™* Pink Picotee 'Gaudpin,' USPP18,237; Can 3031  
*Gomphrena Truffula®* Pink 'PAST0517E' USPP31,728, Can 6276  
**Graceful Grasses®**  
**Heart of the Jungle®** trademark  
*Hedera Proven Accents® Patricia®*  
*Helianthus Suncredible®* Yellow USPPAF, Can PBRF, US Utility patent pending  
*Helianthus Suncredible®* Saturn USPPAF, Can PBRF, US Utility patent pending  
*Heliotropium Augusta®* Lavender 'WNHPAULAV' USPP34,004, Can PBRF  
*Heuchera Dolce®* 'Apple Twist' USPPP31,221; Can PBRF  
*Heuchera Dolce®* 'Blackberry Ice' USPP26,788, Can 5099  
*Heuchera Dolce®* 'Cherry Truffles' USPP31,396; Can PBRF  
*Heuchera Dolce®* 'Silver Gumdrop' USPP29,207, Can 5989  
*Heuchera Dolce®* 'Spearmint' USPP31,281; Can PBRF  
*Heuchera Dolce®* 'Wildberry' USPP31,222; Can PBRF  
*Heuchera Primo®* 'Black Pearl' USPP29,395, Can 5724  
*Heuchera Primo®* 'Magogany Monster' USPP31,395, Can PBRF  
*Heuchera Primo®* 'Peachberry Ice' USPP31,433, Can PBRF  
*Heuchera Primo®* 'Pretty Pistachio' USPP29,361, Can PBRF  
*Heuchera Primo®* 'Wild Rose' USPP29,923, Can 5990  
*Hypoestes Hippo®* Red 'G14158' USPPAF, Can PBRF  
*Hypoestes Hippo®* Rose 'G14160' USPP29,842, Can 6131  
*Hypoestes Hippo®* White 'G1415180' USPP30,505, Can 6536  
*Impatiens Infinity®* trademark  
*Impatiens Infinity®* Cherry Red 'Visinfchrimp' USPP20,965  
*Impatiens Infinity®* Orange 'Visinforimp' Can 2886  
*Impatiens Infinity®* Pink 'Visinfpink,' USPP16,419  
*Impatiens Infinity®* Red imp USPP23,277  
*Impatiens Infinity®* White Imp 'Visinwhiimp' USPP20,984  
*Impatiens Rockapulco®* Appleblossom, 'Balfieplos' USPP13,637; Can 1520  
*Impatiens Rockapulco®* Coral Reef, 'Balcoree' USPP22,992  
*Impatiens Rockapulco®* Tropical Shades USPP31,904, Can 6483  
*Impatiens Rockapulco®* Purple 'Balfieprim' USPP 18,867, Can 3,361  
*Impatiens Rockapulco®* Red 'Balfiesaled' USPP16,626  
*Impatiens Rockapulco®* Rose 'Balolestop' USPP13,639  
*Impatiens Rockapulco®* White 'BFP-7812' USPP 11,365  
*Impatiens Rockapulco®* Wisteria 'Balfiestarp'  
*Ipomoea Proven Accents® Illusion®* Emerald Lace 'NCORNSP-012 EMLC' USPP21,744, Can 4162  
*Ipomoea Proven Accents® Illusion®* Midnight Lace 'NCORNSP-011 MNLC' USPP21,743, Can 4161  
*Ipomoea Proven Accents® Illusion®* Penny Lace 'NCORNSP-030ILPL' USPPAF Can PBRF  
*Ipomoea Proven Accents®* Sweet Caroline Bewitched **After Midnight™** 'NCORNSP-020BWAM' USPPAF 29,858, Can 5,778  
*Ipomoea Proven Accents®* Sweet Caroline Bewitched **Green With Envy™** 'NCORNSP-020BWGWE' USPP29,803, Can 5,779  
*Ipomoea Proven Accents®* 'Sweet Caroline Light Green' USPP15,028; Can 2975  
*Ipomoea Proven Accents®* Sweet Caroline **Medusa™** Green 'NCORNSP-027SCMG' USPP34,146, CanPBRF  
*Ipomoea Proven Accents®* Sweet Caroline **Raven™** USPP31,837, Can 6286  
*Ipomoea Proven Accents®* Sweet Caroline **Red Hawk™** USPP; Can PBRF 6547  
*Ipomoea Proven Accents®* Sweet Caroline Sweetheart **Jet Black™** 'NCORNSP-021SHJB' USPP29,378, Can 5,780  
*Ipomoea Proven Accents®* Sweet Caroline Sweetheart Lime 'NCORNSP-019SCSHLM' USPP28,318; Can 5,777  
*Ipomoea Proven Accents®* 'Sweet Caroline Sweetheart Red' USPP19,013; Can2904  
*Ipomoea Proven Accents®* 'Sweet Caroline **Upside™** Black Coffee 'NCORNSP-029SCBC' USPPAF; Can PBRF  
*Ipomoea Proven Accents®* 'Sweet Caroline **Upside™** Key Lime 'NCORNSP-028SCKL' USPPAF; Can PBRF  
*Isotomoa Beth's Blue®*  
*Jamesbrittenia Safari™* Dawn 'INJAMSADAW' USPP 34,115, Can PBRF  
*Jamesbrittenia Safari™* Sky 'INJAMSASKY' USPP 34,114, Can PBRF  
*Juncus Blue Mohawk®*  
*Lamium Proven Accents® Pink Chablis®* 'Checkin,' USPP17,925  
*Lantana Luscious® Bananarama™* 'G12164' USPP 27,377, Can 5308  
*Lantana Luscious®* Basket **Tangelo™** USPPAF, Can PBRF  
*Lantana Luscious® Berry Blend™* 'LAN 876' USPP 23,919; Can 4905  
*Lantana Luscious® Citron™* Lantana 'Ballany177' USPP32,829; Can PBRF  
*Lantana Luscious® Citrus Blend™* 'Balandusbi' USPP32,018, Can 6530  
*Lantana Luscious®* Grape 'Robbpwup' USPP19,357, Can 3637  
*Lantana Luscious® Goldengate™* USPPAF, CanPBRF  
*Lantana Luscious®* Marmalade 'G12166' USPP27,378, Can 5390  
*Lantana Luscious® Pinkberry Blend™* USPPAF, Can PBRF  
*Lantana Luscious®* Royale Cosmo'DLANTAN95'USPP30,952, Can 6077  
*Lantana Luscious®* Royale **Red Zone™** 'UF-1013-1' USPP33,116  
*Lantana Luscious®* Royale Lemon Tart USPPAF, Can PBRF  
*Lantana Luscious®* Royale Pina Colada "LANZ0004' USPP 24,641, Can 4,647

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*Lobelia Laguna*® Compact Blue with Eye 'Lobetis,' USPP16,112; Can 1975  
*Lobelia Laguna*® Cloud White™ 'WNLOLACLWH,' USPP34,159; Can PBRF  
*Lobelia Laguna*® Dark Blue 'USLOB0901' USPP21,791; Can 4076  
*Lobelia Laguna*® Sky Blue 'WNLOLASKBL' USPPAF, Can PBRF  
*Lobelia Laguna*® **Ultraviolet**™ USPPAFCan PBRF  
*Lobularia Blushing Princess*® 'Inlublupr' USPP24,516, Can 4779  
*Lobularia Dark Knight*™ 'INLOBU1007' USPP26,931  
*Lobularia Moonlight Knight*™ 'INLBUVIOKN'USPP 32,673, Can PBRF  
*Lobularia Snow Princess*® 'Inlbusnopr' USPP 21,594; Can 4189  
*Lobularia Violet Knight*® 'INLBUVIOKN' USPP 34,303, Can PBRF  
*Lobularia White Knight*® 'Inlbuwikni' 25,210, Can 4780  
*Lycopersicon Proven Harvest*® 'Garden Gem' USPVP 201400052  
*Lycopersicon Proven Harvest*® 'Garden Treasure' USPVP 201400065  
*Lycopersicon Proven Harvest*® **Goodhearted**®  
*Lysimachia Waikiki Sunset*™  
*Mecardonia GoldDust*® 'USMECA8205' USPP22,871; Can 4383  
*Nemesia Aromance*® Pink 'INNEMAROPI' USPP32,656; Can 6544  
*Nemesia Aromance*® **Mulberry**™ USPPAF, Can PBRF  
*Nemesia Bluebird* 'Hubbird,' USPP12,014; Can 1634  
*Nemesia Juicy Fruits*®  
*Nemesia Sunsatia*® **Blood Orange**™ 'INNEMLORA' USPP28,355; Can 5506  
*Nemesia Sunsatia*® Coconut 'Intraiwhitwo' USPP23,087; Can 4347  
*Nemesia Sunsatia*® Cranberry Red 'INNEMLCRARE' USP; Can 6545  
*Nemesia Sunsatia*® Lemon 'Intraigoldtwo' USPP23,062; Can 4345  
*Ocimum Proven Harvest*® **Amazel Basil**® USPP30,917, CAN PBRF  
*Ocimum Proven Harvest*® **Pesto Besto**®  
*Osteospermum Bright Lights*™ Double Moonglow 'KLEOE17308' US8,759,646, US9,040,792  
*Osteospermum Bright Lights*™ **Horizon**™ Sunset USPPAF, Can PBRF  
*Osteospermum Bright Lights*™ Pink, 'INOSTEPINK' USPP30,834,, Can 6283  
*Osteospermum Bright Lights*™ Purple 'INOSTBLPUR' USPP32,642, Can PBRF  
*Osteospermum Bright Lights*™ Red USPPAF, Can PBRF  
*Osteospermum Bright Lights*™ White, 'KLEOE17329' USPPAF, Can PBRF  
*Osteospermum Bright Lights*™ Yellow, 'INOSTYELow' USPP29,021, Can 6044  
*Oxalis Proven Accents*® **Charmed**® Wine 'Jroxburwi,' USPP17,557; Can 2949  
*Oxalis Molten Lava*™  
*Pelargonium Boldly*® Coral 'PZ305' USPPAF, Can PBRF  
*Pelargonium Boldly*® Dark Red 'Amri Trared' USPP20,245, Can 3728  
*Pelargonium Boldly*® Hot Pink 'PEQZ0001' USPP24,735; Can 4631  
*Pelargonium Boldly*® Lavender Rose 'PEQZ0002' USPP23,404; Can 4632  
*Pelargonium Boldly*® White 'PZ344' USPPAF, Can PBRF  
*Pennisetum Graceful Grasses*® **Vertigo**® 'Tift8' USPP22,254  
*Petunia Supertunia*® **Bermuda Beach**® 'Kerversalm' USPP19,329  
*Petunia Supertunia*® **Black Cherry**® 'USTUN3003' USPP27,312; Can 5279, US Utility 7,642,436  
*Petunia Supertunia*® Blue Skies 'KL117mut1' USPP30,947; Can 6285  
*Petunia Supertunia*® Blue Veined 'Conblue,' USPP13,543; Can 1606  
*Petunia Supertunia*® **Bordeaux**™ 'Lanbor,' USPP16,144; Can 2532  
*Petunia Supertunia*® Daybreak Charm 'USTUN69002' USPP27,727; Can 5514  
*Petunia Supertunia*® Giant Pink 'USTUN1153,' USPP14,856; Can 1934  
*Petunia Supertunia*® **Honey**™  
*Petunia Supertunia*® **Latte**™ 'kerlatte' USPP28,069; Can 5508  
*Petunia Supertunia*® **Limoncello**® 'Pactoyel' USPP 23,282  
*Petunia Supertunia*® **Lovie Dovie**™ 'BBTUN91601' USPP29,633, Can 6056  
*Petunia Supertunia Mini Vista*® Hot Pink 'USTUN2401M' USPP29,664 Can 5517  
*Petunia Supertunia Mini Vista*® Indigo 'BBTUN93201' USPP38278, Can PBRF  
*Petunia Supertunia Mini Vista*® Sangria 'USTUN34803' USPP22,884; Can 4352  
*Petunia Supertunia Mini Vista*® Sweet Sangria USPPAF, Can PBRF  
*Petunia Supertunia Mini Vista*® Midnight USPPAF, Can PBRF  
*Petunia Supertunia Mini Vista*® Pink Star 'USTUNJ2401' USPP28,028; Can 5517  
*Petunia Supertunia Mini Vista*® Scarlet USPPAF; Can PBRF  
*Petunia Supertunia Mini Vista*® Violet Star 'USTUNJ1901' USPP28,051; Can 5516  
*Petunia Supertunia Mini Vista*® White 'USTUN87002' USPP30,833, Can 6295  
*Petunia Supertunia Mini Vista*® Yellow  
*Petunia Supertunia*® **Persimmon** 'USPPAF, Can PBRF  
*Petunia Supertunia*® **Picasso in Purple**®  
*Petunia Supertunia*® **Priscilla**® 'Kerprilpro' USPPAF, Can PBRF  
*Petunia Supertunia*® Really Red 'Sunremi' USPP16,803, Can 2838  
*Petunia Supertunia*® **Raspberry Rush**™ 'BBTUN91601M2' USPP32,641, Can 6552  
*Petunia Supertunia*® Rose Veined 'USTUN53402' USPP27,390; Can 5280  
*Petunia Supertunia*® **Royal Magenta**® **Imp** 'INPETROYMA' USPP29,811, Can 6045  
*Petunia Supertunia*® **Royal Velvet**® 'BBTUN10102' USPP 32,688, Can PBRF  
*Petunia Supertunia*® **Sharon**® 'BBTUN22503' USPP 32,913 Can 6551  
*Petunia Supertunia*® Silver 'Petwibly,' USPP17,247; Can 2594  
*Petunia Supertunia Vista*® **Bubblegum**® 'USTUN6001,' USPP17,730; Can 2871  
*Petunia Supertunia Vista*® Fuchsia Imp 'BHTUN65301' USPP28,457; Can 5785  
*Petunia Supertunia Vista*® **Jazzberry**™ 'WNPESVJAZ' USPPAF, Can PBRF.  
*Petunia Supertunia Vista*® Paradise 'BHTUN98901,' USPP30,965, Can 6294  
*Petunia Supertunia Vista*® Silverberry 'USTUN60-01M,' USPP20,903, Can 3866  
*Petunia Supertunia Vista*® **Snowdrft**™ 'BBTUN04401' USPP 32,687, Can 6550  
*Phlox Intensia*® Blueberry 'USPHL60306' USPP21,646; Can 4144  
*Phlox Intensia*® Red Hot 'DPHLOX911' USPP28,127; Can 5500  
*Phlox Intensia*® White 'DPHLOX866' USPP21,645; Can 4142

**Exhibit A – The Following Are Exclusive Proven Winners® Affiliated Patented, PPAF, PBR Granted, PBRAF, and/or Trademarked Varieties and Should Not Appear on Plant Tags or Pots (other than provided by Proven Winners®)**

*Plectranthus* **ColorBlaze®** (series)  
*Plectranthus* **ColorBlaze® Golden Dreams™**  
*Plectranthus* **ColorBlaze® Lime Time®**  
*Plectranthus* **ColorBlaze® Mini Me™** Watermelon  
*Plectranthus* **ColorBlaze® Newly Noir™** 'G18152' USPP 34,111, Can PBRAF  
*Plectranthus* **ColorBlaze® Rediculous®**  
*Plectranthus* **ColorBlaze® Royale Apple Brandy®**  
*Plectranthus* **ColorBlaze® Royale Cherry Brandy®**  
*Plectranthus* **ColorBlaze® Royale Pineapple Brandy™**  
*Plectranthus* **ColorBlaze® Sedona Sunset®**  
*Plectranthus* **ColorBlaze® Torchlight®**  
*Plectranthus* **ColorBlaze® Velveteen®**  
*Plectranthus* **ColorBlaze® Wicked Witch™**  
*Portulaca* **Mojave®** series trademark  
**Proven Accents®** series trademark  
**Proven Harvest®** series trademark  
*Salvia* **Rockin'® Playin' The Blues®** 'Balsalmispim' USPP 18,054, Can 2,941  
*Salvia* **Rockin'® Blue Suede Shoes™** 'BBSAL01301' USPP32,694, Can 6573  
*Salvia* **Rockin'® Deep Purple** 'BBSAL09001' USPP30,206, Can 6082  
*Salvia* **Rockin'® Fuchsia** 'BBSAL00301' USPP30,923, Can 6296  
*Salvia* **Proven Accents®** 'Golden Delicious' USPP17,977,  
*Salvia* **Unplugged® So Blue™** 'G14251' USPP 32,695, Can 6537  
*Salvia* **Unplugged® Pink** 'WNSVUPPK' USPP34,160, CAN PBRAF  
*Sanvitalia* **Sunbini®** (Imp) 'DSANTALG' USPP32,696, CAN PBRAF  
*Scaevola* **Whirlwind®** Blue USPPAF; Can PBRAF  
*Scaevola* **Whirlwind®** Pink 'DSCAVPIBLS' USPP30,278 Can 6311  
*Scaevola* **Whirlwind®** Starlight 'DSCAWINDST' USPP32,689; Can PBRAF  
*Scaevola* **Whirlwind®** White 'Bomy Whit,' USPP20,790, Can 3851  
*Sedum* **Proven Accents® Lemon Coral®**  
*Solanum* **Tempting tomatoes®**  
*Sutera* (*Bacopa*) **Snowstorm®** Blue 'WINSUSNOBL' USPP32,659, Can PBR 6532  
*Sutera* (*Bacopa*) **Snowstorm® Giant Snowflake®** Danova906, USPP17,886; Can 2861  
*Sutera* (*Bacopa*) **Snowstorm®** Glacier Blue 'WINSUSNOGL' USPP 32,698,  
*Sutera* (*Bacopa*) **Snowstorm®** Pink 'INSUTSNPIM' USPP32,661, Can 6546  
*Sutera* (*Bacopa*) **Snowstorm®** Rose USPPAF, Can PBRAF  
*Sutera* (*Bacopa*) **Snowstorm® Snow Globe®** 'WINSUSNOGB' USPP 32,660, Can 6532  
*Thunbergia* Coconut **A-Peel®** 'volthu 9327' USPPAF, PBRAF  
*Thunbergia* Lemon **A-Peel®** 'Lemon Star' USPP14,371  
*Thunbergia* Orange **A-Peel®** 'Orange Wonder' USPP14,767  
*Thunbergia* Tangerine Slice **A-Peel®** 'DL1501' USPP30,215, Can 6078  
*Torenia* **Catalina®** series  
*Torenia* **Catalina® Gilded Grape™** 'Dancat266', USPP20,242, Can 3904  
*Torenia* **Catalina® Grape-o-licious™**  
*Torenia* **Catalina®** Midnight Blue 'Dancat911,' USPP17,878; Can 2815  
*Torenia* **Catalina®** Pink 'Dancatpink,' USPP17,025; Can 2525  
*Torenia* **Catalina®** White Linen 'DANCAT153' US PP19,997  
*Verbena bonariensis* **Meteor Shower®** 'INVEBPUTOW' USPP 27,722; Can 5507  
*Verbena rigida* **Cake Pops™** Pink 'WNVECPPK' USPP 34,382, Can PBRAF  
*Verbena rigida* **Cake Pops™** Purple 'WNVECPPUR' USPP 34,411, Can PBRAF  
**Superbena®** Coral Red 'AKIV98-01' USPP21,639; Can 4146  
*Verbena* **Superbena®** Imperial Blue 'WNVESBIB,' USPP 34,099; Can PBRAF  
*Verbena* **Superbena®** Large Lilac Blue 'USBENAL11,' USPP14,854; Can 1827  
*Verbena* **Superbena®** Pink Shades 'USBENAL20,' USPP14,876; Can 1829  
*Verbena* **Superbena®** Raspberry 'RIKAV45801' USPP30,899, Can 6299  
*Verbena* **Superbena®** Red 'RIKAV44101' USPP30,962, Can 6297  
*Verbena* **Superbena Royale®** Cherryburst 'AKIV2890M1' USPP27,388  
*Verbena* **Superbena Royale®** Iced Cherry 'Invebroich' USPP23,218; Can 4587  
*Verbena* **Superbena® Royale®** Peachy Keen Imp 'RIKAV36504' USPP29,063, Can5786  
*Verbena* **Superbena Royale®** Plum Wine 'RIKAV14704' USPP25,395; Can 4785  
*Verbena* **Superbena Royale®** Romance *Verbena* 'RIKAV38602' USPP29,013, Can5787  
*Verbena* **Superbena®** Scarlet Star 'RIKAV44501' USPP30,898, Can 6298  
*Verbena* **Superbena Sparkling®** Amethyst 'DVERBINPR' USPP 32,788, Can 6492  
*Verbena* **Superbena Sparkling®** Rosé 'RIKAV52102' USPPAF  
*Verbena* **Superbena®** Stormburst 'RIKAV18302M' USPP29,640  
*Verbena* **Superbena®** Violet Ice 'RIKAV18302' USPP25,396; Can 4786  
*Verbena* **Superbena®** Whiteout™ 'RIKA1832M3' USPP30,897, Can 6301