

SUNSWEEP GROWERS INC.

SUPPLEMENTAL MARKETING AGREEMENT AND MEMBERSHIP APPLICATION

The undersigned Grower agrees with Sunsweet Growers Inc. (Sunsweet) as follows:

1. The provisions of this Supplemental Marketing Agreement together with Article VIII of the Sunsweet Bylaws and all other relevant terms of the Sunsweet Articles of Incorporation and Bylaws, rules and regulations of its Board of Directors, and any other Supplemental Marketing Agreements, all as amended from time to time, shall together constitute the terms of a marketing agreement and are together referred to hereafter as the Marketing Agreement.

2. Grower agrees to market through Sunsweet all but only those prunes produced on the acreage described herein (subject only to exceptions set forth in the Bylaws and to such policy permitting additional acreage as may be established by the Board of Directors from time to time) commencing with the _____ crop and continuing until this Marketing Agreement is terminated. The term of the Marketing Agreement shall be until March 15, _____, and shall automatically be renewed from year to year thereafter unless terminated in the manner provided by the Bylaws.

3. Grower expressly warrants:

(a) That he is legally authorized and in a position to control said crops produced on acreage stated herein and will be able to deliver according to the Marketing Agreement without violation of any contract or agreement with any other person, firm, or corporation.

(b) That all fruit delivered under the Marketing Agreement will be produced in compliance with all applicable requirements of the Fair Labor Standards Act, as amended, and all applicable regulations and orders of the U.S. Department of Labor issued thereunder.

(c) That all fruit delivered under this Marketing Agreement as of the date of shipment or delivery will not on such date be adulterated within the meaning of the Federal Food, Drug and Cosmetic Act, as amended, will not be an article which may not be introduced into interstate commerce under said Act, as amended, and will comply with the applicable provisions of all similar state or local statutes or ordinances.

4. Grower agrees to deliver the fruit in properly dried condition at his own risk to the Sunsweet facility designated by Sunsweet. Sunsweet shall have the right to reject fruit tendered by Grower if not produced and delivered in accordance with applicable laws and regulations or if such fruit does not comply with reasonable rules and regulations adopted by Sunsweet from time to time.

5. A description of orchards is set forth on the reverse side. Grower agrees to promptly advise Sunsweet in writing of any change in the control of any orchards designated herein, whether by purchase, sale, lease, termination of lease, or otherwise. Any change in planted or bearing acreage must also be provided to Sunsweet in writing prior to harvest. Grower expressly acknowledges that Sunsweet may rely on such provided information when applying policies and accepting fruit.

6. If the Grower is not already a member of Sunsweet, Grower hereby applies for membership in Sunsweet. Membership shall be effective upon acceptance by Sunsweet. Grower waives the privilege of termination of membership until the Marketing Agreement has been terminated. Corporations and partnerships shall provide a current list of officers or principals with application and if subsequently requested.

7. Grower acknowledges receipt of a copy of Articles of Incorporation and Bylaws of Sunsweet and agrees as a member and as a patron to be bound thereby and by all changes or amendments thereto and by the rules and regulations heretofore or hereafter adopted pursuant thereto.

8. By becoming and remaining a member, Grower agrees, pursuant to Section 10.02 of the Bylaws, to take qualified written notices of allocation or qualified per-unit retain certificates into his gross income during the taxable year in which such notices of allocation or per-unit retain certificates are received in the manner provided by Section 1385(a) of the Internal Revenue Code. The effect of this provision is to require that the face amount of non-cash patronage allocations, such as Sunsweet Capital Revolving Funds Credits, shall be taken into income at face amount for Federal income tax purposes in the year notice is received even though such amounts are not paid in cash in that year.

9. Notice of termination of the Marketing Agreement and/or membership by Grower shall be in writing sent by registered or certified mail, return receipt requested to Sunsweet at its principal office or by Sunsweet to Grower mailed to the latest address of Grower on the records of Sunsweet.

Where two or more parties sign this agreement and joint signatures are not expressly required, each such signatory party hereto (individually and on behalf of assigns and successors) releases, and shall indemnify and hold Sunsweet harmless from, any claims, liability and legal or other fees incurred as a result of Sunsweet following the requests or directives of any other signatory(s) to this agreement.

(MEMBERSHIP NAME)

*If not an individual, any ____ (Ex.: 1, 2, ...) of the following persons are authorized to sign on behalf of membership:

(Grower's Signature)

(Date)

Address: _____

(FEDERAL TAX I.D. NO. OR S.S. NO.)

MEMBERSHIP TYPE:

- ___ INDIVIDUAL
___ TENANTS IN COMMON
___ JOINT TENANCY
___ COMMUNITY PROPERTY
___ PARTNERSHIP
___ CORPORATION
___ OTHER: _____

Accepted by Sunsweet Growers Inc.:

By: _____

Date: _____

