

GROWERS COOPERATIVE GRAPE JUICE CO., INC.
Westfield, New York

AGREEMENT

THIS AGREEMENT, made this 5th day of September, 2008, between GROWERS COOPERATIVE GRAPE JUICE COMPANY, INC., a Cooperative Corporation organized under the laws of the State of New York, with its principal place of business at 112 North Portage Street, Westfield, New York (hereinafter called "Co-Operative"), and the undersigned (hereinafter called the "Grower").

WITNESSETH:

The purpose of this Agreement is to promote the interests and general welfare of the Grower, to provide an accepted and efficient medium for the orderly processing and marketing of the Grower's grapes, and generally to assist the Grower.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

1. The Co-Operative will provide facilities for handling and processing, and will handle and process, the Grower's grapes specified in Exhibit A hereto annexed and made a part hereof, and the Grower agrees to deliver same to the Co-Operative.

2. The Co-Operative will market and/or contract for the marketing of the Grower's grapes specified in No. 1 above.

3. The Co-Operative agrees to sell such grapes as are delivered to it by the Grower herein and by other growers and to pay **proportionately** in installments, the net amount received therefrom as payment in full to the Grower, after making deductions to cover advances, receiving, handling, grading, packing, inspecting, processing, financing, advertising, storing, insuring, selling, dividends and marketing such grapes; and for organization operating and maintenance expenses and for a reserve to be determined by the Board of Directors, which reserve may be used by the Co-Operative for any lawful purposes as determined by the Board of Directors.

4. The Grower represents and warrants that all grapes delivered pursuant to the Agreement shall comply with all applicable laws, rules and regulations of the Federal, State and local governments. However, the Co-Operative agrees to assist the Grower within the guidelines of the Co-Operative Extension programs.

5. The Co-Operative's Board of Directors shall make such rules and regulations regarding the growing, harvesting, testing, delivery, grading and classification of said grapes covered by this agreement as it shall from time to time in its sole discretion determine. The Co-Operative will assist the Grower, either directly or through its agents, inspectors and graders, in standardizing, grading and classifying said grapes. The Grower agrees to observe and conform to such rules and regulations and to be bound by the grading standards and the decision of the Co-Operative. It is understood and agreed that the Co-Operative may reject or refuse to accept delivery of any or all grapes covered by this Agreement which do not conform to the said rules and regulations established by the Board of Directors of the Co-Operative. All such grapes shall be at Grower's risk until delivered and accepted by Co-Operative at such place as the Board of Directors may designate.

Any loss the the Co-Operative may suffer on account of inferior or damaged grapes delivered to the Co-Operative shall be charged against the Grower, individually.

6. The Grower hereby appoints the Co-Operative as his sole and exclusive agent for the processing and marketing of the said grapes committed under this Agreement.

7. In the event performance of this Agreement is prevent delayed by act of God, war, civil insurrection, fire, flood, st strike, lockout, failure of machinery, equipment or materia by law, regulation or order of Federal, State or local auth or by any other cause beyond the control of either party, such parties' performance, to the extent it is so prevente delayed shall be excused.

8. This Agreement and the rights and obligations thereu shall not be transferred or assigned by the Grower without Co-Operative's written consent.

9. The By-Laws and the Certificate of Incorporation anc amendments thereto of the Co-Operative shall constitute a of this Agreement.

10. This Agreement shall continue in full force and e from year to year. However, either party may terminate Agreement as of December 31st in any year by giving the c party written notice on or before December 1st of said yea

Unless this Agreement is terminated as aforesaid, Exhibit herein shall continue in full force and effect for each gro season from the date hereof until a new Exhibit A is signe the parties hereto, it shall become a part of this Agreement governed by all the terms hereof.

11. The Co-Operative shall be entitled to an injunc and/or a judgment for specific performance in the event of breach of this Agreement. Furthermore, inasmuch as the ren at law would by inadequate and inasmuch as it would be imp tlicable and extememly difficult to determine the actual dam resulting to the Co-Operative should the Grower fail to de the grapes covered by this Agreement, the Grower hereby ag to pay the Co-Operative as liquidated damages an amount e to 25% of the market value of the grapes which the Grower ed to deliver to the Co-Operative, which said sum is he agreed upon as the fair liquidated damages to the Co-Opera If the Co-Operative institutes any action whatsoever by rei of a breach or a threatened breach hereof, the Grower shall all costs of court, costs for bonds or otherwise, expense travel and all expenses arising out of and/or caused by the li tion, and reasonable attorneys fees expended or incurred by such proceedings including the cost of judgment.

12. This Agreement supersedes all prior agreements betw the Grower and the Co-Operative and is binding upon the h executors, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have exec this Agreement in duplicate as of the day and year first at written. Tax ID * 070-44-0673.

GROWER'S SIGNATURE: X: James R. Strawn
James and/or Kathryn Strawn

ADDRESS: 3094 W. Sheridan Rd.
Dunkirk, NY 14048

GROWERS CO-OPERATIVE GRAPE JUICE COMPANY, INC
BY: David E. Numburger
Variety Concord Bearing Acres 1.5 Usual Tonnage 2

Non-bearing Acreage 0 Year Planted _____

Grower Name: James R Strawser
 Address: 3094 W. Sheridan Rd Dunkirk NY
 Vineyard Location: W. Sheridan Rd Dunkirk
 Date: 2-22-96

