

MASTER RESEARCH AND DEVELOPMENT AGREEMENT

This Master Research and Development Agreement ("**Agreement**"), dated and effective as of Nov. 19, 2018, (the "**Effective Date**"), is by and between:

GB Sciences Louisiana, LLC, a Louisiana limited liability company with offices located at 18350 Petroleum Drive, Baton Rouge, Louisiana 70809 ("**GBSL**"); and

Board of Supervisors of Louisiana State University and Agricultural and Mechanical College, on behalf of the Louisiana State University Agricultural Center, with offices located at Agricultural Center Building, 101 Efferson Hall, Baton Rouge, Louisiana 70803 ("**AgCenter**").

WHEREAS, GBSL is engaged in the cultivation, extraction, processing, and production of therapeutic cannabis, as well as the biopharmaceutical research and development of cannabinoids ("**GBSL Technology**");

WHEREAS, AgCenter is engaged in university-based research involving agricultural resources, including the use of such resources in the production of pharmaceuticals ("**AgCenter Technology**");

WHEREAS, the parties have entered into an Agreement for Services of September 14, 2017, governing the collaboration between GBSL and AgCenter related to the production of therapeutic cannabis (the "**Agreement for Services**"), and wherein the parties wish to participate in research and development projects to develop new technology and/or commercial products and services based on, derived from or incorporating GBSL Technology and AgCenter Technology;

WHEREAS, the parties are willing to grant to each other limited rights for research purposes only in their background intellectual property during the research and development projects to permit them to conduct their research and development activities under this Agreement in accordance with the terms and conditions set forth herein; and

WHEREAS, the parties desire to detail mutual obligations related to the technology developed by, or acquired by either of them for, the research and development projects and to allow such technology to be commercialized and further developed during the research and development projects, all on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree that no provision or obligation undertaken by GBSL in this Agreement shall in any manner be considered as satisfaction of any obligation of GBSL arising from the Agreement for Services, and further as follows:

1. **Definitions.** For purposes of this Agreement, the following terms have the following meanings:

"**Affected Persons**" has the meaning set forth in Section 5.8(d).

"**Affiliate**" of a Person (as defined below) means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. For purposes of this definition only, the term "control" means the power to direct or

cause the direction or the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise/direct or indirect ownership of more than fifty percent (50%) of the voting securities of a Person, and "controlled by" and "under common control with" have correlative meanings.

"AgCenter Background Intellectual Property" means Intellectual Property controlled by AgCenter which are necessary to permit GBSL to perform its obligations under this Agreement or to exercise rights to the Developed Intellectual Property and (a) were made, invented, developed, created, conceived, reduced to practice or have a filing date before the Effective Date and relate primarily to AgCenter Technology and are not Developed Intellectual Property; or (b) were acquired by AgCenter during the Term of this Agreement, other than by joint acquisition or ownership with GBSL and relate primarily to AgCenter Technology and are not Developed Intellectual Property. AgCenter Background Intellectual Property includes, with respect to each of the foregoing items, all rights in any patents or patent applications, copyrights, trade secret rights and other Intellectual Property rights relating thereto.

For purposes of this definition only, "controlled by" means, with respect to any Materials, Information or Intellectual Property, the possession of (whether by ownership or license, other than pursuant to this Agreement) or the ability of a party to grant the other party access, a license or a sublicense to such Materials, Information, or Intellectual Property on the terms and conditions set forth in this Agreement without requiring a third party's consent, or violating the terms of any agreement or other arrangement with or obligation to a third party existing at the time such party would be required under this Agreement to grant the other party such access, license or sublicense.

"Agreement" has the meaning set forth in the preamble.

"Background Intellectual Property" means GBSL Background Intellectual Property and AgCenter Background Intellectual Property which is specifically implicated in Development Projects and not otherwise obligated to a third party prior to the Effective Date.

"Bankruptcy Code" has the meaning set forth in Section 13.1.

"Business Day" means a day other than a Saturday, Sunday or other day on which commercial banks in Baton Rouge, Louisiana, are authorized or required by Law to be closed for business.

"Change of Control" means with respect to a party, a change of the Person that has control, directly or indirectly, of that party. For the purpose of this definition, "control" has the meaning given to it in the definition of "Affiliate."

"Commercially Reasonable Efforts" means the carrying out of a party's obligations under this Agreement with the exercise of prudent scientific and business judgment and a level of effort and resources consistent with the judgment, efforts and resources that the party who bears the performance obligation or a comparable third party at a public university engaged in basic and applied research would employ for research and development efforts contemplated under this Agreement. Commercially Reasonable Efforts includes: (a) promptly assigning responsibility for development activities to specific employees who are held accountable for progress and monitoring such progress on an on-going basis; (b) setting and consistently seeking to achieve specific and meaningful objectives and timelines for carrying out such development activities;

and (c) consistently making and implementing decisions and allocating resources designed to advance the progress of such objectives and timelines.

"Confidential Information" means any Information that is: (a) shared between the parties and bears a marking of "CONFIDENTIAL" or the like; (b) is disclosed orally and then later reduced to writing no later than 180 days after disclosure, marked as "CONFIDENTIAL" or the like, and such writing is provided to the non-disclosing party; and (c) all Information concerning past, present and future business affairs including finances, customer information, supplier information, products, services, organizational structure and internal practices, forecasts, sales and other financial results, records and budgets, and business, marketing, research, development, ideas, methods and discoveries, know-how, trade secrets, unpublished patent applications and invention disclosures, invention summaries and other confidential intellectual property; (e) all designs, specifications, documentation, components, source code, object code, images, icons, audiovisual components and objects, schematics, drawings, protocols, processes, and other visual depictions, in whole or in part, of any of the foregoing; or (f) all notes, analyses, compilations, reports, forecasts, studies, samples, data, statistics, summaries, interpretations and other materials that contain, are based on, or otherwise reflect or are derived from, any of the foregoing in whole or in part.

Confidential Information does not include Information that: (u) is required to be disclosed by operation of law; (w) was already known by or in the possession of the receiving party without restriction on use or disclosure before the Effective Date; (x) was or is independently developed by the receiving party, as established by documentary evidence, without reference to or use of any of the disclosing party's Confidential Information; (y) was or becomes generally known by the public other than as a result of any breach of this Agreement, or other wrongful act, of the receiving party; or (z) was or becomes available to the receiving party from a third party who was not, at the time, under an obligation to the disclosing party to maintain the confidentiality of such Information.

"Contract Year" means each successive twelve (12) month period during the Term, beginning with First Contract Year.

"Developed Intellectual Property" means all Intellectual Property made, invented, developed, created, conceived or reduced to practice after the Effective Date either (a) as a result of work conducted pursuant to this Agreement, or (b) by a party in its evaluation, use or implementation of the other party's Background Intellectual Property, or (c) by a receiving party resulting from, derived from, or based on the other party's Confidential Information, in each case, including all rights in any patents or patent applications, copyrights, trade secrets and other Intellectual Property rights relating thereto.

"Dispute" means any disagreement between the parties concerning or in any way arising out of or relating to this Agreement whether or not the disagreement gives rise to a right to terminate this Agreement, and includes any disagreement concerning (a) the parties' entry into this Agreement and any terms or subject matter hereof; (b) the conduct of, or any action to be taken concerning, any aspect of this Agreement; or (c) any aspect of the ownership of, any rights to, or prosecution strategy or tactics for, any patents or patent applications covering, or any enforcement of or other proceeding concerning (including its relationship to any Background Intellectual Property) Developed Intellectual Property.

"Effective Date" has the meaning set forth in the preamble.

"Field of Use" means the fields listed in Schedule D.

"First Contract Year" means the period beginning on the Effective Date and ending on the first anniversary of the Effective Date.

"GBSL Background Intellectual Property" means Intellectual Property controlled by GBSL which is necessary to permit AgCenter to perform its obligations under this Agreement and (a) was made, invented, developed, created, conceived, reduced to practice or has a filing date before the Effective Date and relates primarily to GBSL's Technology and is not Developed Intellectual Property; or (b) was acquired by GBSL during the Term of this Agreement, other than by joint acquisition or ownership with AgCenter and relates primarily to GBSL's Technology and is not Developed Intellectual Property. GBSL Background Intellectual Property includes, with respect to each of the foregoing items, all rights in any patents or patent applications, copyrights, trade secret rights and other Intellectual Property rights relating thereto. GBSL Background Intellectual Property includes the GBSL Background Intellectual Property listed in Schedule B as it may be amended by the parties from time to time.

For purposes of this definition only, "controlled by" means, with respect to any Materials, Information or Intellectual Property, the possession of (whether by ownership or license, other than pursuant to this Agreement) or the ability of a party to grant the other party access, a license or a sublicense to such Materials, Information, or Intellectual Property on the terms and conditions set forth in this Agreement without requiring a third party's consent, or violating the terms of any agreement or other arrangement with or obligation to a third party existing at the time such party would be required under this Agreement to grant the other party such access, license or sublicense.

"Force Majeure" has the meaning set forth in Section 16.1.

"Information" means any and all ideas, concepts, data, know-how, discoveries, improvements, methods, techniques, technologies, systems, specifications, analyses, products, practices, processes, procedures, protocols, research, tests, trials, assays, controls, prototypes, formulas, descriptions, formulations, submissions, communications, skills, experience, knowledge, plans, objectives, algorithms, reports, results, conclusions and other information and materials, irrespective of whether or not copyrightable or patentable and in any form or medium (tangible, intangible, oral, written, electronic, observational or other) in which such Information may be communicated or subsist. Without limiting the foregoing sentence, Information includes any technological, scientific, business, legal, patent, organizational, commercial, operational or financial materials or data related thereto.

"Intellectual Property" means all patentable and unpatentable inventions, works of authorship or expression, including computer programs, data collections and databases, and trade secrets, and other Information.

"Development Budget" means the budget developed by the parties for each individual Development Project during each Contract Year.

"Development Costs" means all costs and expenses of any kind, incurred by or on behalf of, AgCenter in performing its obligations under the Development Project Plan or that are otherwise

directly attributable to developing the Development Product pursuant to and in accordance with the terms and conditions of this Agreement as detailed in a particular Development Budget.

"Development Product" means the products and/or process arising from a Development Project.

"Development Project" means the project identified in Schedule A.

"Development Project Plan" means the essential elements of the Development Project as set out in Schedule A, including the Development Budget and details concerning the scope of work, protocols, specifications, schedule of activities, timeline and milestones, the identity of the Development Team Leaders and other participating personnel, payment and funding obligations and other Development Project requirements.

"Patent Team" means the individuals identified by each party to advise regarding Developed Intellectual Property, including all patent application preparation and filing and patent protection and enforcement activities, as further set forth in Section 2.4., arising from Developed Intellectual Property.

"Project Team" has the meaning set forth in Section 2.3.

"Law" means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree, other requirement or rule of law of any federal, state, local or foreign government or political subdivision thereof, or any arbitrator, court or tribunal of competent jurisdiction.

"Materials" means biological materials, chemical compounds, devices, equipment, or other research materials owned or controlled by a party relating to GBSL Technology or AgCenter Technology and reasonably necessary for GBSL or AgCenter to perform its obligations under this Agreement.

"Non-prosecuting Party" means the party that is not the Prosecuting Party.

"Notice of Dispute" has the meaning set forth in Section 15.1.

"Participant Invention" has the meaning set forth in Section 2.3(a)(i).

"Participating Individual" has the meaning set forth in Section 2.2(a).

"Person" means an individual, corporation, partnership, joint venture, limited liability entity, governmental authority, unincorporated organization, trust, association or other entity.

"Product Sales" means all sales by GBSL or an Affiliate of products whose manufacture or production is covered by a valid claim of a patent included within the Developed Intellectual Property. All such Product Sales shall be considered Gross Receipts in accordance with Section 3.3 of the Agreement for Services.

"Prosecuting Party" means, as the case may be, (a) the party owning solely owned Developed Intellectual Property, or (b) the party having responsibility for preparing, filing, prosecuting and maintaining certain specified Jointly-owned Developed Intellectual Property patent applications and patents, as determined by the Patent Team.

"Regulatory Approval" means any and all approvals (including any applicable supplements, amendments, pre- and post-approvals, governmental price and reimbursement approvals and approvals of applications for regulatory exclusivity), licenses, registrations, or authorizations of any Regulatory Authority necessary for any development, manufacture or commercialization of the Development Product.

"Regulatory Authority" means any governmental regulatory authority, agency or entity involved in granting Regulatory Approval of, or otherwise regulating any aspect of the conduct, development, manufacture, market approval, sale, distribution, packaging or use of, the Development Product.

"Representative" means a party's employees, officers, directors, consultants and legal, technical and business advisors.

"Term" has the meaning set forth in Section 14.1.

"Territory" means those countries identified in Schedule D.

2. Development Project.

2.1 Development Project Activities. Subject to the terms and conditions of the Agreement for Services, the parties have entered into this Agreement to collaboratively research and develop one or more Development Products as set forth in this Agreement.

(a) The parties shall work together to cultivate, extract, process, and formulate therapeutic cannabis for qualifying patients in Louisiana or otherwise and engage in biopharmaceutical research and development, and develop one or more Development Products related thereto, in accordance with the Development Project Plans set out in Schedule A.

(b) Each party shall use Commercially Reasonable Efforts to:

(i) perform its responsibilities in accordance with this Agreement and the Development Project Plan and perform all Development Project Plan requirements, including by meeting all Development Project Plan timelines and milestones; and

(ii) co-operate with and provide reasonable support to the other party in connection with the other party's performance of its obligations under this Agreement including the Development Project Plan.

(c) Each Development Project is a research project and successful completion of the research is not assured. As long as a party uses its Commercially Reasonable Efforts to perform its obligations under this Agreement, including the Development Project Plan, that party shall not be in default under this Agreement for any failure to achieve any particular result or milestone; and

(d) Reporting requirements and discreet deliverables shall be determined on a case-by-case basis for each Development Project and agreed upon in the Development Project Plan prior to a Development Project commencing.

(e) Reserved.

2.2 Conduct of a Development Project.

(a) Each Representative of a party that works on a Development Project, attends any meeting concerning a Development Project, or is given access to any of the other party's Confidential Information (a "**Participating Individual**"), shall be bound by a written agreement requiring such Participating Individual to:

- (i) follow that party's policies and procedures for reporting any inventions, discoveries or other Intellectual Property or Information invented, conceived, developed, derived, discovered, generated, identified or otherwise made by the Participating Individual that relates to a Development Project (each a "**Participant Invention**");
- (ii) assign to the party all of his right, title and interest in and to the Participant Inventions, including all Intellectual Property rights relating thereto;
- (iii) cooperate in the preparation, filing, prosecution, maintenance, defense and enforcement of any patent or other rights in any Participant Invention;
- (iv) perform all acts and sign, execute, acknowledge and deliver any and all papers, documents and instruments required to fulfill the obligations and purposes of that agreement; and
- (v) be bound by obligations of confidentiality and non-use no less restrictive than those set out in this Agreement.

(b) All day-to-day decisions concerning matters and functions allocated or delegated to a party pursuant to a Development Project Plan shall be deemed to be within the decision-making authority of that party; provided that all such decisions shall be consistent with a Development Project, the scope of the allocation or delegation to that party under a Development Project Plan, and the terms and conditions of this Agreement.

(c) Each party shall retain the rights, powers and discretion granted to it under this Agreement, and no such rights, powers, or discretion shall be delegated to or vested in the other party

(d) Prior to commencement of any Development Project, representatives from each party shall agree on the scope, deliverables, budget and payment terms associated with each Development Project and such understanding shall not be effective until reduced to writing in the form provided in Schedule A. Upon completion of the requirements of Schedule A for a Development Project, including signature of the parties, such document shall become incorporated into this Agreement and enforceable hereunder.

2.3 Patent Team.

(a) The parties shall establish and maintain throughout the term a Patent Team. By and through their respective members of the Patent Team, the parties shall use Commercially Reasonable Efforts to address all Intellectual Property matters that may arise under a Development Project. Within twenty (20) Business Days after the Effective Date, each party shall appoint (i) at least one representative to the Patent Team; and (ii) provide written notice to

the other party identifying the representative(s). Each party may, at its discretion, appoint successor or substitute members of the Patent Team.

(b) Reserved.

(c) The Patent Team shall be responsible for:

- (i) reviewing, recommending and approving all patent and other Intellectual Property-related strategy and activities for any jointly owned Intellectual Property arising from a Development Project Plan, including prosecution, protection and enforcement, of patent and other Intellectual Property rights in the Developed Intellectual Property;
- (ii) periodically reporting to each party on the status of the Developed Intellectual Property, including patent and other Intellectual Property matters affecting the development, commercialization or manufacture of Development Products;
- (iii) Reserved;
- (iv) consulting with the Project Team concerning proposals for product trademarks and generic names for use with the Development Product;

2.4 Information and Material Exchange.

(a) During the Term, each party shall provide to the other party reasonable access to its Representatives, facilities, books and records specifically and only related to a particular Development Project, to assess progress toward completion or verification of any assertions.

(b) Within twenty (20) Business Days after the written request, each party shall provide to the other party:

- (i) a copy of each U.S. and foreign patent and patent application filed by or on behalf of the providing party relating to any Background Intellectual Property; and
- (ii) any Materials which shall be subject to this Agreement, or as is appropriate the subject of a separate materials transfer agreement.

(c) Neither party may use the other party's Information or Materials for any purpose other than solely to perform its obligations under a Development Project Plan in compliance with all applicable Laws. Neither party may sell, transfer, disclose or otherwise provide access to the providing party's Information or Materials, without the prior express written consent of the providing party. Notwithstanding the foregoing or any other provision of this Agreement, the receiving party may allow access, on a need-to-know basis, to the providing party's Information and Materials by the receiving party's Representatives pursuant to this section, provided that the Representatives are made aware of and agree to be bound by the restrictions on the Information's and Materials' use set forth in this Agreement.

(d) On expiration or termination of this Agreement, the receiving party shall, as directed by the providing party (i) return to the providing party the providing party's Information and any Materials provided to the receiving party by the providing party, or (ii) otherwise

dispose of such Information and Materials; provided that AgCenter shall be allowed to maintain a copy of the providing party's Information and Materials as archival copies in accordance with governing law.

3. Cost Allocation and Development Budget.

3.1 Development Budget. Except as otherwise expressly provided in this Agreement, GBSL and AgCenter shall agree to a Development Budget for each Development Project Plan, and GBSL shall be obligated to the payment terms contained therein which shall be and hereby are incorporated by reference and made part of this Agreement.

4. Background Intellectual Property Cross-license.

4.1 License to GBSL. Subject to the terms and conditions of this Agreement, AgCenter hereby grants to GBSL during the Term a fully paid up, non-exclusive, royalty-free, non-transferable and non-sublicensable license to the AgCenter Background Intellectual Property to perform its development obligations under this Agreement. Such license is for research purposes only and may not be exploited for commercial use in any form.

4.2 License to AgCenter. Subject to the terms and conditions of this Agreement, GBSL hereby grants to AgCenter during the Term a fully paid up, non-exclusive, royalty-free, non-transferable and non-sublicensable license to the GBSL Background Intellectual Property to perform its development obligations under this Agreement. Such license is for research purposes only and may not be exploited for commercial use in any form.

4.3 No Further Rights. Notwithstanding any other provision in this Agreement, under no circumstances shall a party to this Agreement, as a result of this Agreement, have any right under or to the Background Intellectual Property of the other party except for the limited activities and purposes permitted by the licenses set forth in Section 4.1 and Section 4.2 and Section 5.3.

5. Developed Intellectual Property.

5.1 Invention Disclosure and Record-keeping.

(a) Each party shall disclose to the other party all Developed Intellectual Property, including copies of all invention disclosures and other similar documents created in the normal course of its business that disclose any conception or reduction to practice of any Intellectual Property constituting Developed Intellectual Property. A party shall make all such disclosures to the other party at least sixty (60) Business Days before any public disclosure of such Intellectual Property or any required submission to government agencies in compliance with the requirements of government supported research.

(b) Each party shall maintain contemporaneous, complete and accurate records of its Representatives' activities concerning Developed Intellectual Property that provide proof of the conception date and reduction to practice date of any Developed Intellectual Property for which the party's Representative claims inventorship status.

5.2 Ownership and Disposition of Developed Intellectual Property.

(a) Ownership of all Developed Intellectual Property shall follow inventorship, inventorship to be determined in accordance with the principles and laws of the United States of America, specifically 35 U.S.C. 101, *et seq.*

(b) AgCenter hereby grants to GBSL a perpetual, worldwide, royalty-free, fully paid up, non-exclusive license (with right to sublicense) under the Developed Intellectual Property solely owned by the AgCenter for all purposes.

(c) GBSL hereby grants to AgCenter, for non-commercial research purposes only, a perpetual, worldwide, non-exclusive license (with right to sublicense) under the Developed Intellectual Property solely owned by the GBSL. AgCenter must provide GBSL, not less than annually, an updated list of all sublicensees along with relevant information disclosing any consideration paid to AgCenter on account of said sublicensees.

(d) In the event that Developed Intellectual Property is solely or partially owned by AgCenter, AgCenter hereby grants to GBSL an exclusive option to negotiate for an exclusive license to such Developed Intellectual Property. The parties shall negotiate in good faith for a period of 180 days after GBSL is notified by AgCenter that such Developed Intellectual Property is available for licensing. Any such license shall reflect consideration consistent with industry standards and reflective of the value of the Developed Intellectual Property. Any such license shall also contain provisions consistent with the language approved by Louisiana State University for technology licenses of similar subject matter which may be found at <http://www.lsu.edu/innovation/industry/files/patent-and-know-how-license-agreement.pdf>. In either the event that 1) GBSL affirmatively indicates that it has no interest in licensing the Developed Intellectual Property solely or partially owned by AgCenter; or 2) GBSL and AgCenter are unable to arrive at an agreement of terms of a license within time allotted by this paragraph, AgCenter shall be free to license its Developed Intellectual Property to a third party subject only to a right of first refusal hereby granted to GBSL. AgCenter shall notify GBSL if it intends to enter into a license agreement with a third party for such Developed Intellectual Property and if GBSL exercises its right of first refusal then AgCenter shall provide to GBSL the terms of the license agreement negotiated with such third party and GBSL shall have thirty (30) days to decide whether to accept the terms of any such *bona fide* license agreement negotiated with a third party by AgCenter.

(e) Except as otherwise expressly provided in this Agreement, under no circumstances shall a party, as a result of this Agreement, obtain any ownership interest or other right, title or interest in or to any other Intellectual Property or Confidential Information of the other party, whether by implication, estoppel or otherwise, including any items controlled or developed by the other party, or delivered by the other party, at any time pursuant to this Agreement.

For purposes of this definition only, "controlled" means, with respect to any Intellectual Property or Confidential Information, the possession of (whether by ownership or license, other than pursuant to this Agreement) or the ability of a party to grant the other party access, a license or a sublicense to Intellectual Property or Confidential Information on the terms and conditions set forth in this Agreement without requiring a third party's consent, or violating the terms of any agreement or other arrangement with or obligation to a third party existing at the time such party would be required under this Agreement to grant the other party such access, license or sublicense.

5.3 Developed Intellectual Property Cross-licenses.

(a) Subject to the terms and conditions of this Agreement, GBSL hereby grants to AgCenter during the Term a fully paid up, non-exclusive, royalty-free, non-transferable and non-sublicensable license under the Developed Intellectual Property solely owned by GBSL to perform its development obligations under this Agreement.

(b) Subject to the terms and conditions of this Agreement, AgCenter hereby grants to GBSL during the Term a fully paid up, non-exclusive, royalty-free, non-transferable and non-sublicensable license under the Developed Intellectual Property solely owned by AgCenter to perform its development obligations under this Agreement.

5.4 Developed Intellectual Property Ownership Disputes. The parties, through the Patent Team, shall use Commercially Reasonable Efforts to address all issues concerning the ownership of, or any rights to, Developed Intellectual Property in a fair and equitable manner and in accordance with the requirements of U.S. patent law to achieve the goals of a Development Project. If a Dispute arises concerning Developed Intellectual Property and the Patent Team is unable to resolve the Dispute within twenty (20) Business Days after commencing discussions, it shall refer the matter to the executive leadership of each party for further review and resolution.

5.5 Commercial Activities Regarding Developed Intellectual Property

(a) Commercial activities of GBSL related to Developed Intellectual Property wholly or partially owned by AgCenter shall be determined in accordance with any future license agreement contemplated by Article 5.2 of this Agreement.

5.6 Patent Application Filing and Prosecution.

(a) The party owning solely owned Developed Intellectual Property: (i) will have the exclusive right, but not the obligation, to prepare, file, prosecute and maintain patent applications and patents covering its solely owned Developed Intellectual Property; (ii) will be the sole Prosecuting Party for such solely owned Developed Intellectual Property; and (iii) shall keep the Patent Team currently informed of developments concerning the filing and prosecution of all patent applications, amendments and other documents relating to solely owned Developed Intellectual Property.

(b) The Patent Team shall determine which party shall be the Prosecuting Party and the patent filing strategy for any patent applications covering jointly-owned Developed Intellectual Property. The Prosecuting Party for the jointly-owned Developed Intellectual Property shall consult with the Patent Team on all matters concerning the preparation, filing, prosecution and maintenance of all patent applications, amendments and other documents relating to any jointly-owned Developed Intellectual Property, including the selection of patent counsel to handle any patent matter concerning jointly-owned Developed Intellectual Property. The Prosecuting Party shall consider all Information the Patent Team may provide concerning jointly-owned Developed Intellectual Property and implement all reasonable requests by the Patent Team concerning the preparation, filing, prosecution or maintenance of any jointly-owned Developed Intellectual Property patent applications, patents or other Intellectual Property applications or registrations.

(c) The Prosecuting Party shall promptly deliver to the Patent Team copies of all patent applications, amendments and other documents concerning any Developed Intellectual Property that is filed with any patent office within twenty (20) Business Days after the filing. The Prosecuting Party shall notify the Patent Team of the issuance of each Developed Intellectual Property patent and provide the issue date and patent number for each such patent within twenty (20) Business Days after issuance. The Patent Team shall forward Information it receives from the Prosecuting Party under this **Section 5.6(c)** to the Non-prosecuting Party.

(d) At the request of a Prosecuting Party, the Non-prosecuting Party shall make its Representatives reasonably available to the Prosecuting Party to the extent useful to assist the Prosecuting Party in the preparation, filing, prosecution and maintenance of patent applications and patents concerning Developed Intellectual Property. The Non-prosecuting Party shall execute and deliver to the Prosecuting Party all descriptions, applications, assignments and other documents and instruments necessary in carrying out the provisions of this **Section 5.6(d)**.

(e) If the Prosecuting Party elects not to (i) prepare or file a patent application covering Developed Intellectual Property, (ii) continue the prosecution of any patent application covering Developed Intellectual Property, or (iii) maintain any issued patent covering Developed Intellectual Property, in each case, the Prosecuting Party shall notify the Patent Team promptly in writing at least twenty (20) Business Days before any priority date or non-statutory response date or other deadline date concerning the relevant patent application or patent covering the Developed Intellectual Property by which an action must be taken to establish or preserve the relevant Developed Intellectual Property patent right. The Patent Team shall notify the Non-prosecuting Party of the Prosecuting Party's election within ten (10) Business Days after the Prosecuting Party's notice of election.

(f) If the Prosecuting Party makes an election under **Section 5.6(e)**, the Non-prosecuting Party may, at its option, prepare, file, continue prosecution of or maintain the relevant patent application or patent covering such Developed Intellectual Property. If the Non-prosecuting Party elects to pursue the preparation, filing, continued prosecution or maintenance of the relevant patent application or patent, it shall notify the Patent Team of such election within ten (10) Business Days after the Patent Team's notice to it of the Prosecuting Party's election. The Patent Team shall notify the Prosecuting Party of the Non-prosecuting Party's election within ten (10) Business Days of the Non-prosecuting Party's notice of election. The Prosecuting Party shall execute and deliver to the Non-prosecuting Party all descriptions, applications, assignments and other documents and instruments necessary in carrying out the provisions of this **Section 5.6(f)**.

(g) Each party shall provide the other party with all reasonable assistance and cooperation, including the preparation and filing of any terminal disclaimers and other documents, required to procure and preserve the protections under the Patent Act for all Developed Intellectual Property. Neither party may invoke the "joint research agreement" prior art exception of the Patent Act for any Developed Intellectual Property without the prior written consent of the other party, such consent to include specific reference to the Developed Intellectual Property for which the benefits of the exception are claimed. In the event that a party invokes the exception without such prior consent, any issued patent arising out of such invocation shall be owned by the non-invoking party and the invoking party will and hereby does assign all of its right, title and interest in such patent to the non-invoking party. The invoking party shall execute and deliver to the non-invoking party all descriptions, applications,

assignments and other documents and instruments necessary in carrying out the provisions of this Section 5.6(g).

(h) Each party is solely responsible for all costs and expenses relating to the preparation, filing and prosecution of patent applications claiming Developed Intellectual Property solely owned by it and the maintenance of any resulting patents although this obligation may be altered by future licensing contracts. The parties shall share equally all costs and expenses relating to the preparation, filing and prosecution of patent applications claiming jointly owned Developed Intellectual Property and the maintenance of any resulting patents.

5.7 Contested Patent Office Proceedings Concerning Developed Intellectual Property.

(a) Within twenty (20) Business Days after learning of any request for, or any filing or declaration of, any *inter partes* review, post-grant review, covered business method patent review, derivation, reexamination, interference, opposition or other patent office proceeding concerning any Developed Intellectual Property, the party learning of the request, filing or declaration shall inform the other party of such patent office proceeding. The parties, through their respective members on the Patent Team, shall determine a course of action for the patent office proceeding. The Prosecuting Party for the relevant Developed Intellectual Property patent application or patent shall participate and file papers in the patent office proceeding in accordance with the Joint Patent Team recommendation. The parties shall provide each other with any Information or assistance that may be useful to pursue the approved course of action in the patent office proceeding. In addition, the Prosecuting Party shall:

- (i) deliver to the Patent Team copies of all amendments and other documents that are filed in connection with the patent office proceeding within twenty (20) Business Days after the filing;
- (ii) provide a quarterly written status report to the Patent Team concerning the patent office proceeding; and
- (iii) notify the Patent Team of the termination and result of each such patent office proceeding within twenty (20) Business Days after such termination.

The Patent Team shall provide to the Non-prosecuting Party copies of all amendments, documents and reports the Prosecuting Party provides to the Patent Team pursuant to this Section 5.7(a) and keep the Non-prosecuting Party currently informed of the status of each such patent office proceeding.

(b) The party owning the relevant Developed Intellectual Property patent application or patent shall bear the full expense of the patent office proceeding.

(c) Neither party shall initiate any reexamination, reissue or other patent office proceeding concerning any jointly-owned Developed Intellectual Property without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed.

(d) The parties shall provide all information and assistance as the other party may reasonably request that may be useful in obtaining patent term restoration or supplemental protection certificates or their equivalents where applicable to the Developed Intellectual Property.

5.8 Enforcement of Developed Intellectual Property.

(a) A party receiving notice of an alleged infringement of any jointly-owned Developed Intellectual Property patent or who is a party to a declaratory judgment action alleging the invalidity or noninfringement of any jointly-owned Developed Intellectual Property patent, shall promptly provide written notice to the Patent Team of the alleged infringement or declaratory judgment action, as applicable. The Patent Team shall determine the parties' response and course of action, including the commencement of any suit or other proceeding to enjoin, prohibit or otherwise secure the cessation of such infringement. Subject to Section 5.8(b), if the Patent Team decides to proceed with any such suit or other proceeding, the parties shall:

- (i) jointly select litigation counsel to prosecute the suit to maximize revenue from and create the best market environment for the Joint Development Product;
- (ii) jointly select the forum for the suit and each join the suit as a party to perfect or maintain jurisdiction to continue the suit in such forum;
- (iii) cooperate with each other, including giving testimony and producing documents lawfully requested in the course of the suit or other proceeding and cause its Representatives to cooperate with the other party;
- (iv) share equally all out-of-pocket costs and expenses, including reasonable attorneys' and experts' fees, incurred in commencing and maintaining such suit; and
- (v) each have the right to receive payment of fifty percent (50%) of the balance of any settlement amount, damages or other monetary awards recovered in connection with the suit or proceeding that remains after reimbursement of their respective actual out-of-pocket costs and expenses paid, provided that, if the settlement or damage award amount does not fully reimburse the parties' aggregate out-of-pocket litigation costs and expenses, the settlement or damage award amount shall be shared equally by the parties.

(b) If one of the parties elects not to proceed with a suit or other proceeding, the other party may, but is not obligated to, commence and maintain such suit or other proceeding at its own cost and expense. If that party elects to proceed with the suit or other proceeding, the party electing not to proceed shall join the suit as a party if necessary to perfect or maintain jurisdiction to continue the suit in the selected forum, and the party electing to proceed shall have the exclusive right to:

- (i) select and retain litigation counsel of its choosing; and
- (ii) direct and control such suit or other proceeding and receive and retain all settlement amounts, damages and other monetary awards recovered in connection with it.

(c) If the other party is required under applicable Law to join any such suit or other proceeding to enforce any ownership or other rights in, or defend the validity of, any jointly-owned Developed Intellectual Property, or if the failure of such other party to be a party to such suit or proceeding would, in the opinion of counsel of the prosecuting or defending party, risk dismissal thereof, the other party shall execute all papers and perform such other acts as may be

reasonably required to permit the suit or other proceeding to be brought and conducted (including initiating a suit or proceeding before a court or tribunal at the prosecuting or defending party's request or permitting the prosecuting or defending party to initiate or maintain such suit or proceeding in the name of itself and the other party). If the other party is required to be joined as a party as described in this Section 5.8(c), upon the request of the prosecuting or defending party, the other party shall and hereby does unconditionally and irrevocably waive any objection to such joinder on any grounds, including on grounds of personal jurisdiction, venue, or *forum non conveniens*. The party joined to such suit or proceeding may, at its election and on written notice to the other party, be represented by counsel for the prosecuting or defending party at such prosecuting or defending party's cost and expense or be represented by counsel of its choice at its own cost and expense.

(d) A party initiating or defending any suit or proceeding pursuant to Section 5.8(b) shall have the exclusive right, in its sole discretion, to settle and compromise such suit or proceeding, whether by settlement or other voluntary final disposition, without the prior written approval of the other party, provided that the terms of such resolution do not:

- (i) enjoin any future action by the other party or any of its Affiliates, licensees, sublicensees or customers (including the other party, "Affected Persons");
- (ii) derogate from or diminish any of the other party's rights or licenses under this Agreement;
- (iii) require any of the Affected Persons to make any payment;
- (iv) fail to grant the other party a release of all claims in the suit or proceeding;
- (v) require the admission or concession that any claim or aspect of any Developed Intellectual Property is invalid or unenforceable, or require any waiver or disclaimer of any rights with respect to such claim or patent; or
- (vi) otherwise have a material adverse effect upon any of the Affected Persons or any of their assets, or any objectives or subject matter of this Agreement.

6. Confidentiality.

6.1 Confidentiality Obligations. The confidentiality terms in Section 11.0 of the Agreement for Services shall apply to this Agreement.

7. Publication.

7.1 Publication Approval. Recognizing that AgCenter is an institution of higher education, and whereas the freedom to publish is of importance to universities and to their personnel, the Patent Team shall determine the strategy for, and coordinate, the publication and presentation of any results or other data generated by a Development Project pursuant to this Agreement, subject to Section 6.1 of this Agreement.

7.2 Attribution. The publishing party shall ensure that any manuscript or presentation incorporating any Information concerning any aspect of a Development Project includes recognition of the contributions of the non-publishing party according to standard practice for assigning scientific credit, either through authorship or acknowledgement, as may be appropriate.

7.3 Third Party Obligations. Each party shall use Commercially Reasonable Efforts to cause investigators and institutions that participate in any trials or studies (including any clinical, pre-clinical, non-clinical or post-approval studies) under a Development Project to agree in writing to terms substantially similar to those set forth in this Section 7.

8. Mutual Representations. Each party represents to the other party that:

(a) it is duly organized, validly existing and in good standing as a corporation or other entity as represented herein under the laws and regulations of its jurisdiction of incorporation, organization or chartering;

(b) (i) it has the full right, power and authority to enter into this Agreement and to perform its obligations hereunder, and (ii) the execution of this Agreement by a Representative whose signature is set forth at the end hereof has been duly authorized by all necessary corporate action of the party;

(c) when executed and delivered by the party, this Agreement shall constitute the legal, valid and binding obligation of that party, enforceable against that party in accordance with its terms;

(d) it has control (by ownership, license or otherwise) of the entire right, title, and interest in and to its Background Intellectual Property;

(e) it has, and throughout the Term, will retain the unconditional and irrevocable right, power and authority to grant the rights hereunder to its Background Intellectual Property pursuant to the terms of this Agreement;

(f) it has not granted and will not grant any licenses or other contingent or non-contingent right, title or interest under or relating to the Background Intellectual Property, or will not be under any obligation, that does or will conflict with or otherwise affect this Agreement, including any party's representations, warranties or obligations or rights or licenses hereunder; and

(g) it is under no obligation to any third party that would interfere with its representations, warranties or obligations under this Agreement.

9. Warranty Disclaimer. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT, EACH PARTY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SAFETY, ABSENCE OF ERRORS, ACCURACY, COMPLETENESS OF RESULTS, THE PROSPECTS OR LIKELIHOOD OF SUCCESS (FINANCIAL, REGULATORY, OR OTHERWISE) OF THE DEVELOPMENT PROJECT OR THE DEVELOPMENT PRODUCT OR THE VALIDITY, SCOPE OR NON-INFRINGEMENT OF ANY INTELLECTUAL PROPERTY.

10. Indemnification. The indemnification terms in Section 10.0 of the Agreement for Services shall apply to this Agreement.

11. Insurance. The insurance terms in Section 8.0 of the Agreement for Services shall apply to this Agreement.

12. Exclusion of Consequential and Other Indirect Damages. TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY OR ANY OTHER PERSON FOR ANY INJURY TO OR LOSS OF GOODWILL, REPUTATION, BUSINESS, PRODUCTION, REVENUES, PROFITS, ANTICIPATED PROFITS, CONTRACTS OR OPPORTUNITIES (REGARDLESS OF HOW THESE ARE CLASSIFIED AS DAMAGES), OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, PUNITIVE OR ENHANCED DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, PRODUCT LIABILITY OR OTHERWISE (INCLUDING THE ENTRY INTO, PERFORMANCE OR BREACH OF THIS AGREEMENT), REGARDLESS OF WHETHER SUCH LOSS OR DAMAGE WAS FORESEEABLE OR THE PARTY AGAINST WHOM SUCH LIABILITY IS CLAIMED HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE, PROVIDED, HOWEVER, THESE LIMITATIONS SHALL NOT APPLY TO EITHER PARTY'S LIABILITY, IF ANY, FOR (a) CONTRIBUTION OR INDEMNITY WITH RESPECT TO LIABILITY TO THIRD PARTIES FOR PERSONAL INJURY, DEATH, OR DAMAGE TO TANGIBLE PROPERTY AS A RESULT OF THE PARTY'S WILLFUL MISCONDUCT OR GROSS NEGLIGENCE, (b) EXCEEDING THE SCOPE OF THE LICENSE IN SECTION 4 OR SECTION 5.3, OR (c) BREACH OF SECTION 6.

13. Bankruptcy.

13.1 Bankruptcy Code. All rights and licenses granted by one party to the other party under this Agreement are and shall be deemed to be rights and licenses to "intellectual property" and all Development Products are and shall be deemed to be "embodiment(s)" of "intellectual property" for purposes of, and as such terms are used in and interpreted under, Section 365(n) of the United States Bankruptcy Code (the "**Bankruptcy Code**").

13.2 Effect of Bankruptcy. Each party shall have the right to exercise all rights and elections under the Bankruptcy Code with respect to the Development Product, Developed Intellectual Property and Background Intellectual Property. Without limiting the generality of the foregoing, each party acknowledges and agrees that, if it becomes subject to any bankruptcy or similar proceeding subject to the other party's rights of election, all rights and licenses granted to the other party under this Agreement shall continue subject to the terms and conditions of this Agreement, and shall not be affected, even by the rejection of this Agreement.

13.3 Bankrupt Party's Continuing Obligations. If a bankruptcy or similar proceeding is commenced during the Term by or against either party then, unless and until this Agreement is rejected as provided in the Bankruptcy Code, the bankrupt party (in any capacity, including debtor-in-possession) and its successors and assigns (including, without limitation, a trustee) shall perform all of the obligations provided in this Agreement to be performed by that party. If (a) a bankruptcy case is commenced during the Term by or against a party, and (b) this Agreement is rejected as provided in the Bankruptcy Code and (c) the non-filing party elects to retain its rights hereunder as provided in the Bankruptcy Code, then the bankrupt party, subject to the bankruptcy case (in any capacity, including debtor-in-possession) and its successors and assigns (including, without limitation, a Title 11 trustee), shall provide to the non-bankrupt party within ten (10) Business Days of the filing of the petition for bankruptcy protection copies of all information necessary for that party to prosecute, maintain and enjoy its ownership and license rights under the bankrupt party's Background Intellectual Property and Developed Intellectual

Property under the terms of this Agreement. The non-bankrupt party shall continue to perform its obligations under this Agreement. All rights, powers and remedies of the non-bankrupt party provided herein are in addition to and not in substitution for any and all other rights, powers and remedies now or hereafter existing at law or in equity (including, without limitation, the Bankruptcy Code) in the event of the commencement of a bankruptcy case.

14. Term and Termination.

14.1 **Term.** This Agreement shall commence on the Effective Date and shall remain in force until the termination of the Agreement for Services ("**Term**").

14.2 **Termination.** This Agreement may be terminated as set forth in Section 5.0 of the Agreement for Services.

14.3 Effect of Termination.

(a) Expiration or termination of this Agreement shall not relieve the parties of any obligations accruing prior to the effective date of expiration or termination. Any expiration or termination of this Agreement shall not preclude either party from pursuing all rights and remedies it may have hereunder at law or in equity with respect to any breach of this Agreement nor prejudice either party's right to obtain performance of any obligation. On any expiration or termination of this Agreement, each party shall immediately cease all activities concerning any Development Project and pay to the other party all sums due under the Agreement.

(b) Unless otherwise agreed to by the parties in a future written agreement (eg. License agreement) or as set forth in this Agreement, on expiration or termination of this Agreement all licenses to Background Intellectual Property and Developed Intellectual Property granted under this Agreement shall automatically terminate as of the effective date of such expiration or termination.

14.4 **Survival.** The rights and obligations of the parties set forth in this **Section 14.4** and **Section 1** (Definitions), **Section 5** (Developed Intellectual Property), **Section 6** (Confidentiality), **Section 8** (Mutual Representations and Warranties), **Section 10** (Indemnification), and **Section 16** (Miscellaneous), and any right, obligation or required performance of the parties in this Agreement which, by its express terms or nature and context is intended to survive termination or expiration of this Agreement, shall survive any such termination or expiration.

15. Dispute Resolution.

15.1 **Dispute Resolution Objective.** The parties recognize that Disputes may arise that might not be resolved by the Patent Team or parties' representatives. It is the parties' objective to establish procedures to facilitate the resolution of all Disputes in an expedient manner by mutual cooperation and without resort to litigation. Unless otherwise expressly provided in this Agreement and except for any claims for equitable relief, all Disputes will be subject to this **Section 15**. Either party may initiate the dispute resolution procedure of this **Section 15** by giving the other party written notice of any dispute ("**Notice of Dispute**").

15.2 Negotiation and Mediation.

(a) The parties shall attempt in good faith to initially resolve any Dispute promptly by negotiation between the Chief Operating Officer or equivalent executive of each party or their

designee. Within ten (10) Business Days of a Notice of Dispute provided to a party in accordance with **Section 16.5**, the executives of each party (or their designee) shall meet in person, or by teleconference, at a mutually agreeable time and place and thereafter as often as they reasonably deem necessary, to attempt in good faith to resolve the Dispute.

(b) If the Dispute is not resolved within twenty (20) Business Days following the Notice of Dispute, the parties shall initiate mediation proceedings under the procedures set forth in the Center for Public Resources (CPR) Model ADR Procedures: Mediation of Business Disputes. All negotiations pursuant to this **Section 15.2(b)** are confidential and are deemed compromise and settlement negotiations for the purposes of applicable rules of evidence. The parties will share equally the costs of any such mediation.

15.3 Arbitration.

(a) In the event the parties are unable to resolve any dispute by negotiations or mediation as set forth in **Section 15.2** within forty (40) Business Days after the Notice of Dispute, the parties shall submit the Dispute to binding arbitration before a single arbitrator agreeable to both parties. If the parties cannot agree on an arbitrator within ten (10) Business Days after the commencement of the arbitration, each party shall select an arbitrator, who is not employed by or a consultant to either party, and the two selected arbitrators shall select a third arbitrator, who is not employed by or a consultant to either party. Any arbitrator chosen hereunder shall have at least a Bachelor's degree, and not less than five (5) years scientific and industry experience relevant to the particular Dispute.

(b) The arbitration shall be held in accordance with the CPR Rules for Non-Administered Arbitration. The place of arbitration shall be in Baton Rouge, Louisiana. The arbitrator(s) shall make a decision concerning the Dispute and shall set forth findings of fact and conclusions of law.

(c) The decision shall be binding on the parties and shall be final and nonappealable. Any decision by the arbitrator(s) shall not be interpreted as an admission against interest of any party and shall not be admissible as evidence in any subsequent court action with a third party.

(d) The parties shall share equally the costs of any arbitration pursuant to this **Section 15.3**.

15.4 No Court Proceedings. Unless otherwise provided elsewhere in this Agreement, no party may institute any court proceedings concerning any Dispute. The dispute resolution procedure of this **Section 15** is the sole remedy, unless otherwise provided elsewhere in this Agreement, for resolving Disputes. Notwithstanding the foregoing, the parties may initiate court proceedings in a court of competent jurisdiction (a) for Disputes concerning the scope, validity, enforceability or infringement of Intellectual Property concerning the manufacture, use, importation, offer for sale, or sale of Development Product; (b) to enforce any arbitration award between the parties; or (c) for claims for equitable relief.

16. Miscellaneous.

16.1 Force Majeure. Neither party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by:

- (a) acts of God;
- (b) flood, fire or explosion;
- (c) war, terrorism, invasion, riot or other civil unrest;
- (d) embargoes or blockades in effect on or after the date of this Agreement;
- (e) national or regional emergency;
- (f) strikes, labor stoppages or slowdowns or other industrial disturbances;
- (g) any passage of law or governmental order, rule, regulation or direction, or any action taken by a governmental or public authority, including imposing an embargo, export or import restriction, quota or other restriction or prohibition; or
- (h) national or regional shortage of adequate power or telecommunications or transportation facilities.

(each of the foregoing, a "Force Majeure"), in each case, provided that (i) such event is outside the reasonable control of the affected party; (ii) the affected party provides prompt notice to the other party, stating the period of time the occurrence is expected to continue; and (iii) the affected party uses diligent efforts to end the failure or delay and minimize the effects of such Force Majeure event. A party may terminate this Agreement if a Force Majeure event affecting the other party continues substantially uninterrupted for a period of thirty (30) Business Days or more. Unless the party terminates this Agreement pursuant to the preceding sentence, all timelines in the Development Project Plan shall automatically be extended for a period up to the duration of the Force Majeure event.

16.2 Further Assurances. Each party shall, upon the reasonable request of the other party, promptly execute such documents and perform such acts as may be necessary to give full effect to the terms of this Agreement.

16.3 Independent Contractors. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

16.4 No Public Statements or Use of Trademarks. Except as may be required by applicable law or regulation, neither party shall issue or release any announcement, statement, press release or other publicity or marketing materials relating to this Agreement, or, unless expressly permitted under this Agreement, otherwise use the other party's trademarks, service marks, trade names, logos, domain names or other indicia of source, association or sponsorship, in each case, without the prior written consent of the other party.

16.5 Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given in accordance with this Section:

If to GBSL:

18350 Petroleum Drive
Baton Rouge, LA 70809

Email: john.davis@gbsciences.com

Attention: John B. Davis
President

If to AgCenter:

104 J. Norman Efferson Hall
Baton Rouge, LA 70803

Email: wbaumgartner@agcenter.lsu.edu

Attention: Wade Baumgartner
Associate Vice President

Notices sent in accordance with this Section shall be deemed effectively given: (a) when received, if delivered by hand (with written confirmation of receipt); (b) when received, if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail (in each case, with confirmation of transmission), if sent during normal business hours of the recipient, and on the next Business Day if sent after normal business hours of the recipient; or (d) on the fifth (5th) Business Day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid.

16.6 Interpretation. For purposes of this Agreement, (a) the words "include," "includes" and "including" shall be deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; and (c) the words "herein," "hereof," "hereby," "hereto" and "hereunder" refer to this Agreement as a whole. Unless the context otherwise requires, references herein: (x) to Sections and Schedules refer to the Sections of and Schedules attached to, this Agreement; (y) to an agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof; and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. Any Schedules referred to herein shall be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein.

16.7 Reserved.

16.8 Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

16.9 Entire Agreement.

(a) The parties agree that the Agreement for Services shall continue to govern all issues not specifically addressed in this Agreement. Subject to the Agreement for Services, this

Agreement, together with all Schedules and any other documents incorporated herein by reference, constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein.

(b) In the event of any conflict between the terms and provisions of this Agreement and those of any Schedule or other document, including the Agreement for Services, the following order of precedence shall govern: (a) first, the Agreement for Services, as it relates to any discreet matters specifically in conflict with this Agreement; (b) second, the Schedules to this Agreement as of the Effective Date; and (c) third, any other documents incorporated herein by reference.

16.10 Assignment. Neither party shall assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations of performance, under this Agreement, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the other party's prior written consent; provided, however, that either party may, without such consent, assign this Agreement and its rights and obligations hereunder (a) to any Affiliate, or (b) in connection with the transfer or sale of all or substantially all of its business to which this Agreement relates, or in the event of its merger, consolidation, change in control or similar transaction. No delegation or other transfer will relieve the other party of any of its obligations or performance under this Agreement. Any purported assignment, delegation or transfer in violation of this Section 16.10 is void. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective permitted successors and assigns. In the event that either party effects an assignment or otherwise transfers any of its rights, or delegates or otherwise transfers any of its obligations of performance, under this Agreement without the prior written consent of the non-transferring party, the non-transferring party shall have the right to terminate this Agreement within ninety (90) days of notice of the transfer of rights.

16.11 No Third-party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Agreement.

16.12 Amendment; Modification; Waiver. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the waiving party. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

16.13 Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

16.14 Governing Law; Submission to Jurisdiction.

(a) This Agreement and all related documents, and all matters arising out of or relating to this Agreement, are governed by, and construed in accordance with, the laws of the State of Louisiana, United States of America, without regard to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Louisiana.

(b) Any Dispute for which a party is permitted to bring a court proceeding shall be instituted exclusively in the federal courts of the United States or the courts of the State of Louisiana in each case located in the city of Baton Rouge and East Baton Rouge Parish, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. Service of process, summons, notice or other document by mail to such party's address set forth herein shall be effective service of process for any suit, action or other proceeding brought in any such court.

16.15 Equitable Relief. In any claim for equitable relief, each party acknowledges that a breach by the other party of this Agreement may cause the non-breaching party irreparable harm, for which an award of damages would not be adequate compensation and, in the event of such a breach or threatened breach, the non-breaching party shall be entitled to equitable relief, including in the form of a restraining order, orders for preliminary or permanent injunction, specific performance and any other relief that may be available from any court, and the parties hereby waive any requirement for the securing or posting of any bond or the showing of actual monetary damages in connection with such relief. These remedies shall not be deemed to be exclusive, but shall be in addition to all other remedies available under this Agreement at law or in equity, subject to any express exclusions or limitations in this Agreement to the contrary.

16.16 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission (to which a PDF copy is attached) shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the Effective Date.

GB Sciences Louisiana, LLC

By:  _____

Name: John B. Davis

Title: President

Louisiana State University Agricultural Center

By:  _____

Name: William B. Richardson

Title: Vice President for Agriculture

SCHEDULE A
JOINT DEVELOPMENT DETAILS

I. Development Product

[to be defined; whether products or services]

II. Development Project

[to be defined; project definition that will/should result in Development Product]

III. Development Project Plan

[to be defined; the essential elements of the Joint Development Project, including:

- Development Budget

- scope of work

- protocols

- specifications

- schedule of activities

- timeline and milestones

- identity of the Project Team, Leaders, and other participating personnel

- payment and funding obligations

- any other Development Project requirements]

IV. Budget and Payment Terms

Signatures: GBSL _____ AgCenter _____

SCHEDULE B
GBSL BACKGROUND INTELLECTUAL PROPERTY

SCHEDULE C
AGCENTER BACKGROUND INTELLECTUAL PROPERTY

SCHEDULE D
FIELD OF USE AND TERRITORY