

RESELLER AGREEMENT

For good and valuable consideration including the promises herein contained, the receipt of which is hereby acknowledged, Kincaid Gardens, Inc. ("Manufacturer") and _____ ("Approved Reseller") enter into this agreement, effective on the date the Qualifying Order is accepted by Manufacturer.

1. Manufacturer shall maintain for resellers Tier I and Tier II pricing plans pursuant to the Reseller Pricing Schedule attached as Exhibit A, which may be modified by Manufacturer in its sole and absolute discretion from time to time on 90 days notice.

2. Reseller offers to make a Qualifying Order and, if accepted, participate as an Approved Reseller.

3. Approved Reseller shall comply with the Terms and Condition of Use and the Kincaid Gardens, Inc. Sales Agreement located on Manufacturer's website at www.kincaidgardens.com, as modified from time to time in the sole discretion of Manufacturer.

4. Manufacturer shall provide to Approved Reseller each ordered product's fact sheet and Approved Reseller shall not represent or warrant any aspect of the product at variance with the product's fact sheet.

5. Approved Reseller may use Manufacturer's trademark in relation to the sale of Manufacturer's products, but shall not sell or otherwise transfer the trademark, or use the trademark to market products other than those manufactured by Manufacturer.

6. A Qualifying Order, to become a Tier I Approved Reseller, is an order for \$1,000.00 worth of Manufacturer's products. During the twelve month period following acceptance of a Qualifying Order ("fiscal year"), and each succeeding fiscal year preceded by the purchase of at least \$1,000.00 of Manufacturer's products in the prior fiscal year, the Tier I Approved Reseller shall pay the Tier I pricing plan prices in effect at the time of each order. A Tier I Approved Reseller shall attain Tier II Approved Retailer status upon purchasing \$2,500.00 or more in fiscal year, but shall lose Approved Reseller status if purchasing less than \$1,000.00 in a fiscal year.

7. A Qualifying Order, to become a Tier II Approved Reseller, is an order for \$2,500.00 worth of Manufacturer's products. During the twelve-month period following acceptance of a Qualifying Order ("fiscal year"), and each succeeding fiscal year preceded by the purchase of at least \$2,500.00 of Manufacturer's products in the prior fiscal year, the Tier II Approved Reseller shall pay the Tier II pricing plan prices in effect at the time of each order. A Tier II Approved Reseller shall revert to Tier I Approved Reseller status, if in a fiscal year purchases exceed \$1,000.00, but are less than \$2,500.00

8. Approved Reseller is not an exclusive dealer in Manufacturer's products in any area. Approved Reseller is free to price, bundle and otherwise sell purchased products in its discretion. Approved Reseller understands and agrees that Manufacturer may sell its products, including sales to end users, in the sales area served by Approved Reseller.

9. This agreement shall be interpreted in accordance with the law of Missouri. Any dispute arising from this agreement shall be brought in Andrew County, Missouri and resolved in accordance with the arbitration provisions contained in the Kincaid Gardens, Inc. Sales Agreement referred to in paragraph 3, above.

Dated: _____

Kincaid Gardens, Inc.

By _____

By _____