

Amendment No. 1

to the Licence Agreement on Propagation of Varieties

Výzkumný ústav Silva Taroucy pro krajinu a okrasné zahradnictví, v. v. i.

(in English: The Silva Tarouca Research Institute for Landscape and Ornamental Gardening, v. v. i.)
with its registered address at Květnové náměstí 391, Průhonice, 252 43, Czech Republic
represented by doc. RNDr. Ivan Suchara, CSc., managing director

Company ID No.: 00027073

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Banking details: IBAN: CZ09 0300 0000 0000 0068 5425

(hereinafter referred to as the "**VÚKOZ**")

and

Gospodarstwo Szkółkarskie Anna Cieplucha-Kowalska

with its registered address at Ul. Górna 50, 95-050 Konstancin Żółty Łódzki, PL 731 197 40 21, Poland
represented by Anna Cieplucha - Kowalska

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(hereinafter referred to as the "**GSAC-K**")

hereby conclude this Amendment No. 1 to the Licence Agreement on Propagation of Varieties
entered into on 15th September 2017:

Article I

1. Both Contracting Parties agree that the wording of Article 6.2. of the Licence Agreement on Propagation of Varieties entered into on 15th September 2017 shall as of now be:

"6.2. This Agreement is entered into for the period of **ten** years as of the sale of the first piece of rhododendron or azalea of the Varieties for which licence is provided to GSAC-K under this Agreement in the case of the varieties which are not covered by the PBR in Poland or the EU and in the case of the varieties which are covered by the PBR in Poland or the EU for the entire time when the PBR are valid."

Article II

1. Other provisions of the Licence Agreement on Propagation of Varieties entered into on 15th September 2017 and its amendments, unless affected by this Amendment, remain unaltered.
2. VÚKOZ excludes the possibility of accepting a proposal to enter into an amendment with amendment or deviation that does not substantially alter provisions of the offer pursuant to Art. 1740 (3) of Act No. 89/2012 Coll., the Civil Code.
3. This Amendment is made in two counterparts, one for each Party.
4. This Amendment comes into force on the day when signed by both Contracting Parties and comes into effect when published in the Agreement Registry.
5. GSAC-K acknowledges that this Amendment shall be published in accordance with Art. 2 (1) (e) of Act No. 340/2015 Coll., on the Agreement Register, pursuant to Art. 5 of the aforementioned act in the

Agreement Register together with the original Agreement. VÚKOZ shall be responsible for publishing this Amendment in the Agreement Register.

6. The Contracting Parties have read (i.e. became acquainted) the content hereof and understand it, they agree with its wording and they hereby confirm that the basic provisions of the Amendment are the result of their free will bilateral negotiations. Each Contracting Party had the chance to affect the content of the Amendment and the Amendment expresses their free will.

IN WITNESS WHEREOF

(Signed in),2021

(Signed in),2021

Doc. RNDr. Ivan Suchara, CSc.,
director of
Výzkumný ústav Silva Taroucy
pro krajinu a okrasné zahradnictví, v.v.i.

Anna Cieplucha-Kowalska
Gospodarstwo Szkółkarskie
Anna Cieplucha-Kowalska