

CSTA BYLAWS
&
NORAM TRADE RULES

CANADIAN SEED TRADE ASSOCIATION

L'ASSOCIATION CANADIENNE
DU COMMERCE DES SEMENCES

Office Consolidation of
CONSTITUTION AND BY-LAWS

Adopted July, 1967

Including Amendments dated

November 1970,
November 1971,
November 1978,
November 1979,
December 1, 1980,
November 14, 1989,
July 19, 1996
July 17, 1997
June 20, 1998.
November, 1999

302 - 39 Robertson Road,
Nepean, Ontario K2H 8R2

**CONSTITUTION AND BY-LAWS
of the
CANADIAN SEED TRADE ASSOCIATION**

NAME

The Association shall be known as the CANADIAN SEED TRADE ASSOCIATION - L'ASSOCIATION CANADIENNE DU COMMERCE DES SEMENCES.

MISSION STATEMENT

Through the collective efforts of our membership, the CSTA is committed to fostering an environment conducive to researching, developing, distributing, and trading seed and associated technologies; with the goal of bettering the choices and successes of our members and their customers.

CORE VALUES

The direction of the Association comes from our members.

There will be fair and equitable recognition of members.

The Association will foster an environment that encourages voluntary participation of its members.

The Association will adopt a dedicated approach to prioritizing and resolving the common issues that affect its members.

The Association will foster a progressive, responsible, and forward-thinking regulatory environment.

The Association will work constructively with other groups in pursuit of our mission statement.

The Association will create forums for information exchange.

The Association will work to foster domestic and international trade.

The Association will encourage research, production, and sales of Canadian seed and technology.

A driving principle of the Association and its members is integrity in decision making and operations.

Members should feel free to pursue a different opinion from the majority without jeopardizing their role in CSTA.

**CANADIAN SEED TRADE ASSOCIATION
L'ASSOCIATION CANADIENNE DU COMMERCE DES SEMENCES**

BY-LAW NUMBER 1

WHEREAS the Directors of the CANADIAN SEED TRADE ASSOCIATION - L'ASSOCIATION CANADIENNE DU COMMERCE DES SEMENCES deem it expedient that certain by-laws regulating the affairs of the Corporation should be made.

NOW THEREFORE BE IT ENACTED AND IT IS HEREBY ENACTED as follows:

ARTICLE I

HEAD OFFICE

Section 1. The Head Office of the Corporation shall be at the City of Ottawa in the Regional Municipality of Ottawa-Carleton and the Province of Ontario, or at such other place in the Dominion of Canada as the Directors of the Corporation may from time to time decide.

ARTICLE II

SEAL

Section 1. The Seal, an impression whereof is stamped on the margin hereof, shall be the seal of the Corporation.

ARTICLE III

MEMBERSHIP

Section 1. CLASSES OF MEMBERS.

Members of the Corporation shall be divided into four classes as follows:

- (a) Active Members,
- (b) Associate Members,
- (c) Affiliated Associations, and
- (d) Honorary Members.

Section 2. ELIGIBILITY.

The following individuals, firms, research institutions, and corporations shall be eligible for membership in the Corporation:

(a) ACTIVE MEMBERS.

Individuals, firms, research institutions and corporations and bona fide divisions of corporations who have an interest in at least one of these areas of seed and associated plant technologies:

- a) domestic trade
- b) international trade
- c) research and development
- d) distribution

shall be eligible for Active Membership in the Corporation.

(b) ASSOCIATE MEMBERS.

Suppliers of products or services other than seeds and associated plant technologies shall be eligible for Associate Membership in the Corporation.

(c) AFFILIATED ASSOCIATIONS.

Any regional, provincial, national or international association shall be eligible for Affiliated Membership in the Corporation, provided that membership of said association shall not constitute membership in this Corporation on the part of any member, or entitle such member of said association to any membership benefits or privileges in the Corporation.

(d) HONORARY MEMBERS.

Individuals who have contributed outstanding service to the Corporation or to the seed trade shall be eligible for Honorary Membership in the Corporation.

Section 3. ADMISSION.

All applications for membership (other than Honorary Membership) shall be lodged with the Secretary-Treasurer for submission to the Board of Directors. Applications for all classes of membership (other than Honorary Membership) shall be sponsored by two Active Members of the Corporation in good standing, and shall be approved and assigned an appropriate

category by a majority of the Board of Directors.

The President may, with the approval of a majority vote of the Board of Directors, appoint as an Honorary Member an individual eligible for Honorary Membership. No more than one Honorary Member shall be elected or appointed in any fiscal year of the Corporation. The Board of Directors reserves the right to determine whether it is in the interest of the Corporation to approve an application for membership in any class of membership.

Section 4. VOTING RIGHTS AND PRIVILEGES.

The voting rights and privileges of the several classes of members shall be as follows:

(a) ACTIVE MEMBERS.

Each Active Member shall be entitled to one vote on all Corporation affairs. Active Members shall enjoy the full privileges of the Corporation. An Active Member which is a firm or a corporation or a division of a corporation or a research institution may appoint any member or officer of the firm, corporation or division as its representative, and such representative shall enjoy all the privileges of the Active Members which he represents.

(b) ASSOCIATE MEMBERS.

Associate Members shall have no voting rights, shall not be eligible to hold office in the Corporation and shall not be eligible to attend meetings declared to be executive sessions. In other respects they shall be entitled to all the privileges of the Corporation.

(c) AFFILIATED ASSOCIATIONS.

Each Affiliated Association shall be entitled to one vote on all Corporation affairs. Participation in the activities and privileges of the Corporation shall be limited to the President of each such association or a representative designated by him, who shall enjoy all of the membership privileges accorded to such members.

(d) HONORARY MEMBERS.

Honorary Members shall have no voting rights. In other respects, they shall enjoy the full privileges of the Corporation.

Section 5. DUES AND ASSESSMENTS.

The annual dues of the Members of the Corporation shall be such as may from time to time be prescribed by the Board of Directors and shall be payable at the commencement of each fiscal year of the Corporation.

All applicants for membership in the Corporation, other than applications by regional or provincial seed associations, shall be accompanied with an advance payment of an application fee. Such payment shall be credited against the applicant's first year's dues if the application is accepted. Otherwise, it shall be refunded to the applicant.

The Board of Directors, whenever it deems it in the interests of the Corporation to do so, may from time to time levy a special assessment and determine the manner in which such assessment is to be spread among the members of the Corporation. All such assessments shall be payable in such a manner and at such time as the Board of Directors shall determine.

Section 6. RESIGNATION.

Any member may resign from membership in the Corporation by filing a written resignation with the Secretary-Treasurer. Such resignation shall then be submitted for acceptance on such terms as the Board of Directors may designate at the next meeting of the Board.

A resignation shall not become effective until accepted by the Board of Directors. No resignation shall relieve any member resigning of the obligation to pay any dues and assessments or to pay any obligations to the Corporation which arise out of the acts of the Corporation performed prior to acceptance of the resignation by the Board of Directors, unless the Board otherwise directs.

Section 7. TERMINATION OF MEMBERSHIP.

Any member who is in arrears in the payment of dues or assessments for six months shall be given written notice by the Secretary-Treasurer that unless the said dues or assessments are paid within 30 days from the date of such notice, the membership of such member will be terminated.

If such member fails to pay all arrears in dues or assessments prior to the expiration of the said 30-day period, such member shall be dropped from the membership roll. Such termination of membership shall in no way nullify the right of the Corporation to collect all amounts due the Corporation by such member.

Unless the Board of Directors determines otherwise, membership in the Corporation shall also cease upon a member's retirement from business, or the liquidation of the member's business, whether voluntary or involuntary, or upon the happening of other events provided in the By-Laws for the termination of membership.

Section 8. TRANSFER OF MEMBERSHIP.

Membership in the Corporation is not transferable or assignable except as provided in this Section 8. In the event a member shall sell or transfer his business to another, the purchaser may apply to the Secretary-Treasurer for a transfer of membership. The application for transfer shall be submitted for acceptance or rejection to the Board of Directors. The affirmative vote of a majority of the Board of Directors shall be required for approval of the transfer.

Section 9. SUSPENSION AND EXPULSION.

Any member of the Corporation may be suspended or expelled from membership for conduct in violation of, or derogatory to, the principles of the Corporation as established by its Charter and By-Laws. Written charges or such conduct may be filed with the Secretary-Treasurer by any member. Upon receipt of such charges, the Secretary-Treasurer shall transmit a copy thereof by registered mail to the member against whom the charges have been filed. Such member shall have the privilege of filing an answer to the charges, provided that any answer so made shall be filed within 15 days from the time that the charges are transmitted to him. A copy of such answer, if any, shall be forwarded promptly by the Secretary-Treasurer to the complaining member. The latter shall have the privilege of filing a reply to the answer, a copy of which, if any, shall be transmitted to the Secretary-Treasurer within 10 days after the answer is mailed to the complaining member.

The Secretary-Treasurer shall then refer the written charges, and the answer and reply, if any, to a sub-committee of the Board of Directors appointed by the President for the purpose of considering such charges. The sub-committee shall investigate the charges as expeditiously as possible. The sub-committee shall afford all parties to the controversy an opportunity to be heard if they so desire. Thereafter, the sub-committee shall file a report setting forth its conclusions and recommendations with the Secretary-Treasurer, who shall present the said report to the Board of Directors at its next meeting. The Board of Directors may either approve the report of the sub-committee or it may cause such further investigation of the charges to be made as it deems necessary or advisable.

The Board of Directors shall then:

- (a) dismiss the charges;
- (b) suspend the offending member for a period of one year, all dues to be paid during the period of suspension;
- (c) expel the offending member, or
- (d) take such other action as the Board of Directors may deem advisable.

The Secretary-Treasurer shall notify the member against whom the charges are filed of the action taken by the Board of Directors; and the Board of Directors may, in its discretion, notify the membership of such actions.

Nothing herein contained shall be deemed to preclude the Board of Directors, by appropriate action, from cancelling the membership of any member or from causing the name of any member to be dropped from the membership roll of the Corporation when, in the opinion of a majority of the members of the Board of Directors, the best interests of the Corporation will be served thereby. Such action may be taken by the Board of Directors at any time without prior notice and without assigning any reason therefor.

ARTICLE IV

Meeting of Members

Section 1. ANNUAL MEETING.

The annual meeting of the members of the Corporation shall be held at such time and place as the Board of Directors may select, for the purpose of electing the Board of Directors and the officers of the Corporation, and for the purpose of transacting such other business as properly may come before the meeting. Should extraordinary conditions make such annual meeting impracticable, the Board of Directors and the officers may be elected by mail ballot. If election of the Board of Directors and the officers shall not be held at the annual meeting, or by mail ballot as herein prescribed, a special meeting of the members may be called for that purpose.

Section 2. SPECIAL MEETINGS.

Special meetings of the members of the Corporation may be called by the President, or by a majority of the Board of Directors, or by written petition filed with the Secretary-Treasurer by 20% or more of the members of the Corporation.

Section 3. NOTICE OF MEETING.

A written, typewritten or printed notice stating the place, date and hour of any meeting of members shall be delivered either personally or by mail to each member entitled to vote at such meeting not less than 10 days before the date of such meeting by the President or the Secretary-Treasurer. In case of a special meeting, or when required by these By-laws, the purpose for which the meeting is called shall be stated in the notice. If mailed, the notice of a meeting shall be deemed delivered when deposited in the mail addressed to the member at his address as it appears on the records of the Corporation, postage prepaid.

Section 4. REPRESENTATION OF MEMBERS AT MEETINGS.

Any member may be represented at a meeting by any or all of its partners, if a partnership, or by any or all of its officers, if a corporation or a division of a corporation, or by a person holding a responsible position with the member.

Section 5. QUORUM.

Fifteen Active Members in good standing, present in person or by their representatives, shall constitute a quorum at any meeting of the members of the Corporation, provided that if a quorum is not present at any meeting, a majority of the members present may adjourn the meeting from time to time without further notice.

Section 6. VOTING.

Any question coming before any meeting of the members of the Corporation may, except as otherwise expressly provided in the By-laws, be decided by a majority vote of the members enjoying voting rights and present at the meeting. Unless a poll is demanded, the vote may be taken by a show of hands.

Section 7. ORDER OF BUSINESS.

The order of business at all meetings shall be determined by the Board of Directors from time to time.

Section 8. **BALLOTS MAILED TO MEMBERS IN LIEU OF MEETING.**

Any question affecting the welfare of the Corporation or its members may be submitted to the members for a ballot by mail when such action is approved by the President or a majority of the Board of Directors, or is initiated by a written petition filed with the Secretary-Treasurer by 20% or more of the members. Ballots indicating the members' vote on any question so submitted shall be mailed to the Secretary-Treasurer and shall bear a post-mark within 15 days of the date on which the ballot was mailed to the member. A majority of the votes received by mail shall be controlling on the question submitted, except as otherwise expressly provided in these By-laws.

ARTICLE V

BOARD OF DIRECTORS: OFFICERS

Section 1. **POWERS OF BOARD OF DIRECTORS.**

The business and affairs of the Corporation shall be managed by the Board of Directors, which shall be responsible for all the activities of the Corporation. It shall hire and determine the remuneration of the Secretary-Treasurer and all other employees of the Corporation. It shall be responsible for, and shall exercise general supervisory control over the expenditure of, all Corporation funds, and shall cause to be prepared an annual budget of expenditures which it shall approve. It shall exercise general supervision over the activities of the Secretary-Treasurer and other employees, and the various sub-committees. It may create, change or eliminate any standing, special and temporary committee as it deems advisable, except as otherwise expressly provided in these By-laws. It shall establish policies and programs for the Association. It may employ legal counsel whenever it deems such employment necessary or advisable.

Section 2. **NUMBER, TENURE AND QUALIFICATION.**

The Board of Directors shall consist of the President, the First Vice-President, the Second Vice-President and the immediate past President of the Corporation and the delegate named by the Board of Directors of the American Seed Trade Association and eleven members elected at large from the active membership of the Corporation. All Directors elected shall hold office for three years or until their successors are elected for a limit of two consecutive terms. Once elected, officers shall be exempt from the tenure limit.

Section 3. **OFFICERS.**

The officers of the Corporation shall be the President, a First Vice-President and a Second Vice-President, all of whom shall be Active Members or representatives of Active Members, who shall be appointed by the Board of Directors to serve for a term of one year. In addition there shall be a Secretary-Treasurer, and if so desired by the Board of Directors one or more assistant secretaries and assistant treasurers, none of whom need be members of the Corporation, and all of whom shall be appointed by and shall hold office at the pleasure of the Board of Directors.

Section 4. **NOMINATIONS.**

Prior to the annual meeting of the members of the Corporation, the President shall appoint a Nominating Committee for the purpose of nominating candidates for election as officers of the Corporation and members of the Board of Directors. The Nominating Committee shall be not less than three in number and shall consist of the President, the immediate past President and such other person or persons being Active Members of the Corporation as the President may appoint. Additional candidates may be nominated by any Active Member from the floor at the time of the annual meeting.

Section 5. **ELECTION.**

The names of the candidates nominated by the Nominating Committee as well as those nominated from the floor of the annual meeting shall be submitted to the Active Members at the annual meeting. The election shall be by majority vote under a first-past-post system of those members present participating in the election. Nothing herein contained shall be construed to

prohibit an election by mail ballot as provided in Section 1 of Article IV of these By-laws.

Section 6. MEETINGS OF BOARD OF DIRECTORS.

Meetings of the Board of Directors may be held as the business of the Corporation may require, and may be called by the President or by any two members of the Board of Directors. Meetings may be held without formal notice if all the members of the Board of Directors are present or if those absent have signified their assent to such meeting or their consent to the business transacted thereat. Notice of any meeting of the Board of Directors shall, except as otherwise herein provided, be given in writing not less than ten days before such meeting, and shall state the purpose of the meeting. Such notice may be given personally, by telegraph or by mail. No notice shall be necessary in the case of a meeting of the Board of Directors held immediately after any meeting of the members of the Corporation. Five members of the Board of Directors present at any meeting shall constitute a quorum. The act of a majority of the members of the Board of Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, except as otherwise provided in these By-laws.

Section 7. VACANCIES.

Any vacancy occurring among the members of the Board of Directors who are not officers of the Corporation shall be filled by the President; and a member appointed to fill a vacancy shall be appointed until the next annual general meeting to be elected for balance of remaining term and may then be elected two consecutive terms.. Vacancies occurring among the members of the Board of Directors shall not affect any act of the Board so long as a quorum remains in office.

Section 8. REMOVAL

Should cause be found to remove a director, including an officer, a motion to remove requiring a majority vote of the membership may be entertained at a meeting of the members.

Section 9. COMPENSATION.

The elective officers of the Corporation and the members of the Board of Directors shall not receive any remuneration for their services as such, but by resolution of the Board of Directors expenses incurred in connection with Corporation business may be allowed, provided that nothing herein contained shall be construed to preclude any such officer or member from serving the Corporation in any other capacity and receiving compensation therefor.

Section 10. STANDING AND SPECIAL COMMITTEES.

Except as otherwise provided in these By-laws, the Board of Directors shall create and designate such Standing, Special and Temporary Committees as it may from time to time determine. At the meeting of the Board of Directors to be held preceding the close of the Corporation's fiscal year, a member of the Executive shall submit a recommended list of all Standing and Special Committees that in his opinion are necessary or desirable for the conduct of the business and affairs of the Corporation for the following year. Additions to or deletions from the said list so submitted may be made by the Board of Directors to the extent deemed necessary or desirable. The said list as approved shall constitute the Standing and Special Committees of the Corporation for the following year, provided, however, that nothing herein contained shall be deemed to preclude the Board of Directors from revising the said list of committees at any time if, in its opinion, such action is in the best interests of the Corporation. To the extent necessary, the Board of Directors shall have authority to define the duties of all Standing and Special Committees and the procedures to be followed by them. Notwithstanding the foregoing the President in cases of urgency may himself appoint any special or temporary committee.

Section 11. EXECUTIVE COMMITTEE.

The Board of Directors shall at a meeting appoint the President, First Vice-President, and Second Vice-President to stand as officers. In addition there shall be a Secretary-Treasurer, and if so desired by the Board of Directors one or more assistant secretaries and assistant treasurers, none of whom need be members of the Corporation, and all of whom shall be appointed

by and shall hold office at the pleasure of the Board of Directors. These officers and the immediate past President, First Vice-President, and Second Vice-President shall form an Executive Committee and the following provisions shall apply thereto:

(a) The President shall *ex officio* be Chairman of the executive committee and shall, if present, preside at all meetings.

(b) In the event of there being no quorum present at any meeting of the executive committee, any director or directors of the Corporation who is or are requested by the Chairman of the meeting to attend such meeting shall have the right to attend and shall there upon be a member or members of the executive committee for such meeting.

(c) The executive committee shall meet at such places and such times as it shall by resolution appoint, and shall also meet at any other time or place at the call of its Chairman on five days' notice to be given personally or by telephone or by fax or by mail or e-mail.

(d) A majority of the members of the executive committee shall constitute a quorum.

(e) During the intervals between the meetings of the Board of Directors the executive committee shall possess and may exercise (subject to any regulations which the Board of Directors may from time to time make) all the powers of the Board of Directors in the management and direction of the operations of the Corporation (save and except only such acts as must by law be performed by the Board itself) in such a manner as the executive committee shall deem best for the interests of the Corporation in all cases in which specific directions shall not have been given by the Board of Directors. All action by the executive committee shall be reported to and shall be subject to review by the Board of Directors.

(f) Subject to the provisions of the Canada Corporations Act, the number of members of the executive committee may be increased or decreased from time to time by resolution of the Board of Directors or by resolution passed by the members at any annual or special general meeting of the members of the Corporation.

Section 12. DUTIES OF OFFICERS.

(a) PRESIDENT.

The President shall be the senior officer of the Corporation. He shall preside at meetings of the Corporation and at meetings of the Board of Directors. Subject to the Board of Directors, he shall direct the policy and management of the Corporation. He shall see that the programmes decided upon by the Board of Directors are carried out by the Officers and the Standing and Special Committees. He shall make committee appointments, except as otherwise provided in these By-laws. He shall be an *ex officio* member of all committees. He shall make an annual report to the members of the Corporation at the time of the annual meeting.

(b) VICE-PRESIDENT.

Each Vice-President shall assume such duties as may be assigned to him by the President. At the meeting of the Board of Directors to be held preceding the close of the Corporation's fiscal year, the First Vice-President shall submit a recommended list of all Standing and Special Committees that in his opinion are necessary or desirable for the conduct of the business and affairs of the Corporation for the following year.

The First Vice-President shall preside at meetings of the Corporation and at meetings of the Board of Directors in the absence of the President. In the absence of both the President and the First Vice-President, the Second Vice-President shall preside at such meetings. In the event of the resignation, death, or removal from office of the President, the First Vice-President shall assume the office and duties of President for the unexpired term of office; and the Second Vice-President shall assume the office and duties of the First Vice-President.

(c) EXECUTIVE VICE-PRESIDENT.

The Executive Vice-President shall be the principal administrative officer of the Corporation and shall direct all of its activities under the general supervision of the President and subject to all the policies and programmes decided upon

by the Board of Directors. He shall supervise the activities of all Corporation employees. He shall make reports as requested by the Board of Directors or the President, and he shall make a full report on the affairs and activities of the Corporation at the annual meeting thereof.

(d) SECRETARY-TREASURER.

The Secretary Treasurer shall have custody of the corporate seal of the Corporation. He shall keep a record of the proceedings of all meetings of members of the Corporation and meetings of the members of the Board of Directors and shall conduct such other activities as are essential to the performance of his secretarial duties. He shall collect all membership dues, pay all expenditures, see that such expenditures are kept in conformity with the budget decided upon by the Board of Directors, and keep adequate books of record. He shall, if required to do so by the Board of Directors, furnish a surety bond satisfactory to the Board. He shall be an *ex officio* member of all committees and shall aid and assist all committee chairmen in the performance of their duties and assignments. This person shall be the same as the Executive Vice-President, unless otherwise appointed by The Board on an annual basis.

(e) ASSISTANT SECRETARIES AND ASSISTANT TREASURERS.

The assistant secretaries and assistant treasurers of the Corporation, if any, shall perform such duties as may be assigned to them by the Secretary-Treasurer.

Section 13. AUDITOR.

At each annual meeting of the Corporation the members shall appoint an auditor to hold office until the next annual meeting or until his successor is appointed, at a remuneration to be fixed from time to time by the Board of Directors. The auditor shall make a report to the members of the Corporation on the financial statement to be submitted to the Corporation at any annual meeting during his term of office, and shall state in his report whether in his opinion the financial statement referred to therein presents fairly the financial position of the Corporation and the results of its operations for the period under review. The auditor shall make such examinations as will enable him so to report to the Corporation, and for this purpose shall have right of access at all times to all records, documents, books, accounts and vouchers of the Corporation and shall be entitled to require from the officers of the Corporation and the members of the Board of Directors such information and explanations as in his opinion may be necessary to enable him so to report.

Section 14. LIABILITY.

The Corporation shall indemnify and save harmless out of the funds of the Corporation, every director of the Corporation, and his heirs, executors and administrators, and estate and effects, from and against (a) all costs, charges and expenses whatever that such director sustains or incurs in or about any action, suit or proceeding that is brought, commenced or prosecuted against him, for or in respect of any act, deed matter or thing whatever, made, done or permitted by him, in or about the execution of the duties of his office, and (b) from and against all other costs, charges and expenses that he sustains or incurs in or about or in relation to the affairs thereof, except such costs, charges or expenses as are occasioned by his own wilful neglect or default.

ARTICLE VI

FUNDS, DEPOSITS, CHEQUES, CONTRACTS

Section 1. CORPORATION FUNDS.

All funds of the Corporation shall be deposited from time to time to the credit of the Corporation in such banks, trust companies or other depositories as the Board of Directors may from time to time by resolution select.

Section 2. CHEQUES, DRAFTS, AND OTHER ORDERS.

All cheques, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Corporation, shall be signed by such officer or officers, agent or agents of the Corporation and in such manner as shall from time to time be determined by resolution of the Board of Directors.

Section 3. **CONTRACTS.**

The Board of Directors may by resolution authorize any officer or officers, agent or agents of the Corporation to enter into any contract or execute and delivery any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances. The seal of the Corporation may, when required, be affixed to contracts, documents and instruments in writing signed as aforesaid or by an officer or officers, person or persons appointed by resolution of the Board of Directors. For those items included in a budget approved by The Board, the Executive has authority to negotiate and ratify contracts.

ARTICLE VII

FISCAL YEAR

The fiscal year of the Corporation shall end on the 31st day of May in each year, or on such other date as the Board of Directors may by resolution fix from time to time.

ARTICLE VIII

ARBITRATION

Section 1.

The arbitration of all disputes specified in this Article VIII shall be conducted in accordance with Commercial Arbitration Rules of the American Arbitration Association as in effect on January 1st, 1967, or as thereafter amended, which said Rules hereby are adopted as the Arbitration Rules for the Canadian Seed Trade Association, with the exception that unless otherwise specified by agreement of the parties, all disputes shall be submitted in writing in accordance with and in the manner prescribed by the said Arbitration Rules for submitting disputes to arbitration by other than oral hearings.

Section 2.

Any controversy or claim arising out of or relating to a contract or breach thereof involving business transactions between:

- (a) members of the Canadian Seed Trade Association, and
- (b) a member of the Canadian Seed Trade Association and a non-member, upon request of the non-member,

shall unless otherwise specified, be settled by arbitration in accordance with the Rules of the American Arbitration Association as hereinafter prescribed, provided that in the instance of disputes between non-members and members there shall be a written agreement by the non-members to accept the decision of the arbitrators and to perform the award before disciplinary action shall be imposed by the Canadian Seed Trade Association against its member either for failure to arbitrate the dispute or for failure to abide by the award.

Section 3.

Unless otherwise specified, any controversy or claim arising out of or relating to a contract or breach thereof involving business transactions between a member of the Canadian Seed Trade Association and a member of a regional or Provincial seed association of Canada or a member of the American Seed Trade Association, shall be settled by arbitration in accordance with the Rules of the American Arbitration Association as hereinafter prescribed; provided that such seed association has adopted identical arbitration procedure and has amended its By-laws to require its members to arbitrate such disputes and to impose disciplinary action against any member failing to arbitrate or abide by the award.

This section shall not be binding on members of the Canadian Seed Trade Association until such regional or Provincial seed association of Canada or the American Seed Trade Association, has given official notice to the Secretary-Treasurer of the Canadian Seed Trade Association that it has adopted identical arbitration procedures and has duly amended its By-laws as

provided for in this Section.

Section 4.

Unless otherwise specified, any controversy or claim arising out of or relating to a contract or breach thereof involving business transactions between a member of the Canadian Seed Trade Association and a member of a seed trade association of another country, other than the United States of America, may be settled by arbitration in accordance with the F.I.S. Arbitration Procedure Rules for the International Seed Trade, as in effect on May 29, 1968, or as there after amended, provided that such seed association has adopted that arbitration procedure and requires its members to arbitrate such disputes and imposes disciplinary action against any member failing to arbitrate or abide by the award.

Section 5.

Members of the Canadian Seed Trade Association who fail or refuse to abide by the arbitration procedures prescribed in this Article or who fail to perform an award within ten days from the date of the rendition shall be subject to disciplinary action as provided in Section 9 of Article III of these By-laws.

ARTICLE IX

AMENDMENT OF BY-LAWS

These By-laws may be amended, repealed or re-enacted from time to time by the Board of Directors.

Every amendment, repeal or re-enactment of the By-laws, unless in the meantime confirmed by a vote of two-thirds of the members of the Corporation present at a meeting called for the purpose or by two-thirds of the members voting by a mail ballot, shall be effective only until the next annual meeting of the members of the Corporation unless confirmed by a vote of two-thirds of the members present thereat, and in default of confirmation thereat shall cease to have effect at and from that time.

The members of the Corporation at any meeting thereof may by a two-thirds vote of the members present thereat, confirm, reject, amend or otherwise deal with any by-law passed by the Board of Directors and submitted to the meeting for confirmation, but no act done or right acquired under such by-law shall be prejudicially affected by any such rejection, amendment or other dealing.

No amendment, repeal or re-enactment of these By-laws shall be enforced or acted upon until the approval thereof has been obtained from the Secretary of State of Canada.

BY-LAW NUMBER 3

RESPECTING THE BORROWING OF MONEY FOR GENERAL PURPOSES OF THE CORPORATION

1. The Directors of the Corporation be and they are hereby authorized to borrow moneys for the general purposes of the Corporation from time to time from any chartered bank of Canada in such amounts as they deem proper and by way of overdraft or otherwise.
2. Any promissory note or other negotiable paper (including renewals thereof in whole or in part) signed on behalf of the Corporation by the officer or officers of the Corporation authorized from time to time to sign cheques on its behalf and delivered to such bank for the moneys so borrowed and entered there on as may be agreed upon, shall be binding upon the Corporation.
3. All the powers given hereby to the Directors of the Corporation be and they are hereby delegated to the Executive

Committee of the Corporation.

BY-LAW NUMBER 4

WHEREAS the Directors of CANADIAN SEED TRADE ASSOCIATION - L'ASSOCIATION CANADIENNE DU COMMERCE DES SEMENCES (hereinafter called "the Corporation") deem it in the interests of the Corporation and of the Canadian seed trade and of Canadian seed producers and farmers who use Canadian seed that with a by-law amendment there be a special division created to meet specified needs as necessary.

NORAMSEED RULES

for the Trade of Seeds for Planting

adopted by the

AMERICAN and CANADIAN

SEED TRADE ASSOCIATIONS

Effective October 1, 1991

Rule I

APPLICATION OF THE RULES

1. These Rules shall govern transactions in North America for seeds for planting purposes for members of ASTA and CSTA.
2. However, these Rules may also govern transactions of ASTA and CSTA members with non-members, as well as those of North American firms engaged in the seed industry which are not members of ASTA or CSTA, if so agreed between the parties.
3. Conditions stipulated in a contract which constitute an exception to the NORAMSEED Rules, shall automatically supersede the corresponding parts of these Rules.
4. For transactions within the United States, the UNIFORM COMMERCIAL CODE, in effect at the date of a contract, shall complement the NORAMSEED Rules.

S)))))))))Q

Transactions with firms outside the USA and Canada should be concluded under the corresponding rules of the Federation Internationale du Commerce des Semences (FIS).

It is advisable to apply FIS Rules to transactions for import or export purposes between North American firms, because NORAMSEED Rules were conceived for trades within North America, while FIS Rules were conceived for international trading.

Rule II

DEFINITIONS OF TIME ELEMENTS AND COMMUNICATIONS

1. When the word "hour" is used, hours on Saturdays, Sundays, and statutory holidays are excluded.
2. When the word "day" is used, Saturdays, Sundays, and statutory holidays are included.
3. When the words "working day" are used, Saturdays, Sundays, and statutory holidays are excluded.
4. "Telecommunications" mean all kinds of facsimile, telecopies, teletypes, and telegrams.
5. Communications which arrive on a Saturday, a Sunday or a statutory holiday shall be regarded as arriving on the first working day thereafter.
6. When statutory holidays in Canada and in the United States do not fall on the same day, the holidays of the party concerned shall be considered valid.

Rule III

COMPLETION AND CONDITIONS OF CONTRACTS

1. a. Offers/bids by letter shall be considered non-binding.
b. Offers/bids by telecommunication shall be considered firm for reply by telecommunication within 24 hours after the hour of receipt.
2. If a contract is concluded, the Buyer and the Seller shall, within three working days, unless justified delay can be established, mail to each other a

confirmation of the said contract. If neither of the contracting parties sends a written confirmation, the contract shall be maintained on the basis of the verbal agreement or telecommunication or letter exchange.

3. A contract established by a Broker resulting from an order or an acceptance shall be binding on all parties.
4. A description of the conditions shall be given in the offer/bid/contract /confirmation. Such description shall include:
 - a. Date of transaction;
 - b. Quantity;
 - c. Kind and variety;
 - d. Description of quality (see Rule V);
 - e. Price per unit and freight basis;
 - f. Description of packaging (see Rule IV);
 - g. Time of shipment;
 - h. Terms of payment;
 - i. Any terms or provisions which are not included in or which are contrary to these Rules.
5. Any misprint, error or omission in a confirmation or contract by a Seller, a Buyer or a Broker shall be corrected within 24 hours by telecommunication.

Rule IV

QUANTITY AND PACKAGING

1. The contract shall state the total quantity transacted by weight or number of seeds, as applicable (such as: 1 truckload of approx. 40,000 lbs., 200 bags of 80,000 kernels each, 50 cans containing 500 seeds each).
2. The contract shall state the contents by weight or number of seeds, as applicable, for all units of packaging forming one lot. It shall state the type of packaging, such as jute, paper or plastic bags, boxes, cans, bulk, etc.
3. The contract shall express whether the costs of packaging are included in or excluded from the contract price. If excluded, the costs of packaging shall be indicated in the contract.
4. a. In case of a sale by weight, the contract shall state whether gross or net weights apply.

b. If necessary, the following conversions shall apply:

50 kilos ; = 110.25 lbs.
100 kilos ; = 220.50 lbs.
1000 kilos ;= 2205 lbs. (one metric ton)
100 lbs. ; = 45.36 kilos.

5. The use of the words "about" or "approximately" shall permit the Seller to deliver, at the contractual conditions, 5% more or less than the contract calls for.
6. If the quantity lies between two figures, delivery shall take place within these stated limits. In the event of non-delivery, the average between the two figures shall serve as the basis of a settlement.
7. The quantity of a lot shall not exceed the one determined by the U.S. Federal and Canada Seeds Acts or by any other applicable official restrictions.

Rule V

QUALITY DESCRIPTIONS

1. A description of the quality shall be given, where applicable, as to the purity, germination, weed content, crop year and any other essential points pertaining to the quality of the seed.
2. The seed shall be sound, sufficiently dry, without bad odour, unadulterated and marketable. Seed treatments, including fumigation, and/or artificial staining shall be specifically agreed upon.
3. Each lot and the contents of each of its packages shall be uniform.
4. Special terms pertaining to quality are described as follows:
 - a. "Representative sample" shall mean that such a sample shall be identical to the lot from which it is drawn.
 - b. "Type sample" shall mean that such a sample shall be considered as the basis for comparison as to the essential characteristics of a seed lot, such as purity, size of seed, color, cleanliness

and approximate contents of other seeds, weeds and foreign matter.

- c. "Clear Tag" for any named state or states shall mean that a purity analysis and noxious weed seed examination of a representative sample by a competent analyst, as prescribed in Rule V. 4.h., disclosed no weeds which must otherwise be stated on the label to comply with the seed laws of the named state or states in effect at the date of contract.
 - d. "Tagged to comply" or "legal for" shall mean that the purity, germination, weed and seed contents, as well as any other specifications, shall comply with the minimum quality standards of the seed laws of the named state or states in effect at the date of the contract.
 - e. "Free of" means that no named weeds or other named seeds shall be present in a sample of the minimum weight prescribed for seed examination in the seed testing rules of the Association of Official Seed Analysts of North America in effect on the date of the contract.
 - f. "Canadian Grade" shall be defined by the corresponding regulations and quality standards of the Canada Seeds Act in effect at the date of the contract.
 - g. "Eastern States" comprise the following states: Connecticut, Delaware, District of Columbia, Maine, Maryland, Massachusetts, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, Virginia, Vermont, West Virginia.
 - h. All tests shall be made by competent analysts in the manner prescribed in the rules and regulations of the Association of Official Seed Analysts in effect of the date of the contract.
5. Terms pertaining to tolerances are described as follows:
- a. Terms such as "minimum," "maximum," "or better," "less than," "not to exceed," et cetera, mean that no tolerances shall apply.
 - b. The Seller shall not apply tolerances at time of shipment.

- c. Tolerances as defined in the U.S. Federal Seed Act or under the Canada Seeds Act, in effect at date of the contract, shall apply based on tests made from samples of the seed lot drawn at destination.
- d. The Seller shall lose the benefit of permitted tolerances if these are exceeded, and it shall give the Buyer the right to refuse the seed.

Rule VI

QUALITY DEFICIENCIES

1. Claims concerning the quality, other than for genetic purity, shall be telecommunicated by the Buyer to the Seller within three working days of learning of the discrepancy, but not later than within 45 days from the date of delivery. This shall give the Buyer sufficient time to have time-consuming tests, such as for germination, completed within this period.
2. Claims regarding genetic purity shall be made not later than within 180 days from the date of delivery. Fields or laboratory plantings used to determine genetic purity shall not be destroyed before the Seller has been notified by telecommunication of any discrepancies and given reasonable time to inspect them.
3. Claims regarding trueness to variety for lots of certified seed shall give the Buyer the right to obtain, upon request, a copy of the official analysis, certifying the identity of the variety. This certificate shall be supplied by the Seller.
4. When variations occur in the tests of the Buyer and the Seller, resulting in a dispute as to the quality of seed delivered, an official sampler, duly authorized by the respective State or Federal Department of Agriculture, shall draw a representative sample in accordance with the sampling procedures of the Association of Official Seed Analysts. This sample shall be divided into a sufficient number of parts and delivered as follows: one part each for information to the Buyer and the Seller, and one part for analysis to such official laboratory agreed upon by the Seller and the Buyer. If the Buyer and the Seller cannot agree on the laboratory, the Executive Vice President of ASTA or CSTA, upon request, shall designate a competent laboratory.

5. The laboratory to which the sample is mailed shall be instructed to submit, without delay, copies of its analysis to both the Seller and the Buyer.
6. The costs for sampling and the analysis shall be paid by the claimant, but reimbursed if the claimant obtains a decision in his favor.

RULE VII

REMEDIES TO QUALITY DEFICIENCIES

1. Rule V of these Rules describes the numerous, but necessary, quality standards used in contracts concluded for the buying and selling of seed for planting in North America. The diversity of state and federal laws and regulations, in addition to special quality requirements stated in a contract, make it impractical to formulate more detailed Rules pertaining to quality.
2. The following, however, shall apply as guidelines to settle quality deficiencies:
 - a. The Buyer shall accept the seed where tolerances apply (as described in Rule V) as long as tolerances are not exceeded, as determined by a retest (see Rule VI, Para. 4). The Seller shall not be responsible for payment of any price difference. If the quality exceeds the permitted tolerances or tolerances are excluded by contract, the Buyer shall have the right to refuse the seed.
 - b. The Seller shall have the right to replace non-contractual seed as long as the replacement shall take place within the contractual shipping period. The costs, including return freight, handling, etc., shall be borne by the Seller.
 - c. The Buyer and the Seller may agree that the Buyer attempts to recondition the seed at Seller's expense. The costs for reconditioning, however, cannot exceed the costs which would have occurred if the seed had been replaced by the Seller (including the loss of quantity due to reconditioning).
3. If no amicable settlement can be reached, the Buyer

and the Seller shall have the right to submit the case for arbitration in accordance with Rule XVI of these Rules.

Rule VIII

CONTRACTS SUBJECT TO CROP AND MULTIPLICATION CONTRACTS

1. If a contract is concluded "subject to crop," the Seller shall report to the Buyer in the regular course of production all essential information regarding time of planting, conditions and inspections of fields, crop prospects, yields and qualities.
2. a. The Seller shall promptly inform the Buyer of any failure or deficiency in quantity and/or quality of the corresponding field and/or resulting seed crop.
 - b. If the quality is below the contractual specifications, the Buyer shall retain the right to refuse the seed or accept it at a reduced price. If Seller and Buyer cannot agree amicably to a settlement, an arbitration (see Rule XVI) may be initiated to determine an equitable solution.
3. Multiplication Contracts. NORAMSEED Rules may also govern multiplication contracts. Appropriate special conditions agreed to between the parties shall be incorporated in the contract.

Rule IX

SHIPPING TERMS

1. "F.O.B." carrier at named point of shipment. Under this term, the Buyer shall accept title to the goods at the named point and assume the costs and risks of transportation from the named point.
2. "Ex-warehouse," "ex-dock," "ex-wharf," etc., at named location. Under these terms, the Seller shall place the goods at the disposal of the Buyer at the agreed place, on the date or within the period specified, and the Buyer shall accept title to the goods at the named point and assume the costs and risks of the transportation from the named point.
3. "Delivered" at named point of destination. Under this term, the Seller shall assume the costs and risks of transportation to point of destination. Title passes to the Buyer at destination.

4. "Freight and duty paid". Under this term, the Seller shall comply with all import regulations and shall assume the costs and risks of transportation, applicable duty and excise taxes, if any. The Seller shall assume the charges to clear the shipment through customs. Any changes in the import regulations, duty and taxes of the importing country after the date of contract which are not as yet officially announced at the date of the contract, shall be for the Buyer's account.
5. "Freight paid in bond". Under this term, the Buyer shall pay the applicable duty, if any, and all charges to clear the shipment through customs. Apart from this, all provisions of Paragraph 4. above shall apply.

Rule X

SHIPPING PERIODS

1. The following periods for shipment shall be valid if the parties have not previously agreed to other specific conditions:
 - a. "Instant shipment" means shipment within 24 hours;
 - b. "Immediate shipment" means shipment within 3 days;
 - c. "Prompt shipment" means shipment within 10 days;
 - d. "Shipment before a fixed date" means shipment on any day before the fixed date;
 - e. "Shipment within a specific time period" (such as August/September) means shipment on any day within this time period;
 - f. "Shipment at Seller's option" means shipment on any day convenient to the Seller within a given time span, if any is indicated;
 - g. "Shipment at Buyer's option" means shipment within a time span of not less than 10 days, to be indicated by the Buyer.

Rule XI

DEFAULTS OF SHIPPING INSTRUCTIONS

1. If the Buyer does not give shipping instructions in time, the Seller shall give the Buyer at any time, via telecommunication, a delay of two working days to receive proper instructions.
2. Should the instructions be forthcoming within these two working days, the Seller shall not be entitled to any payment of damages, etc. However, should no instructions be received by the Seller within these two working days, the Seller shall have the right to cancel the contract and shall be entitled to payment of direct and indirect damages, such as interest, warehouse costs, price difference (loss of profit) etc. The Seller shall inform the Buyer of his decision by telecommunication.
3. Should the Seller accept shipping instructions after expiration of the contract period, payment of damages, if any, shall be agreed upon before shipment.
4. The provisions contained in Paragraphs 1., 2., and 3. of this Rule shall not apply where "instant" or "immediate" shipment (see Rule X.) is agreed to, because shipping instructions shall have been expressed at the conclusion of the contract.

Rule XII

DEFAULTS OF SHIPMENT

1. If the Seller does not ship within the agreed time period, the Buyer shall, at any time, grant the Seller by telecommunication a delay of two working days to make shipment. No such delays apply to shipments as described under Rule X, 1.a. and 1.b.
2. Should shipment take place within the two days, the Buyer shall not be entitled to any damages, etc. However, should no confirmation be received by the Buyer that the shipment was made within this delay, the Buyer shall have the right to cancel the contract and shall be entitled to payment of direct and indirect damages, such as interest, warehouse costs, price difference (loss of profit) etc. The Buyer shall inform the Seller of his decision by telecommunication.

3. If the contract specifies "without extra time limit" or "latest" or in similar terminology expresses that there is no extension implied, the Buyer shall have no obligation to grant an extra time limit.

Rule XIII

EXPIRATION OF A CONTRACT

If neither party has issued or received a request for shipment within 30 days of the last day of the permitted shipping period, the contract shall be considered lapsed without the Buyer or the Seller being entitled to any damages.

Rule XIV

PAYMENT

1. Terms of payment shall be specified in the contract.
2. In all cases, payment shall be made in full and immediately when due. Every portion of a shipment shall be paid for separately, as soon as payment falls due.
3. The charges for collection of payment shall be for the Seller's account unless the Buyer does not pay in full and immediately when due, in which case they shall be for the Buyer's account.
4. a. If the Buyer does not pay within three working days of the due date of payment, or from the date on which he can legally do so, he shall pay the charges for collection, as well as interest at a rate of 5% per annum above the official bank rate in the Seller's country at the time the invoice was due for payment.
 - b. This penalty of 5% is not due if the Buyer can prove that the delay in payment was due to circumstances over which he had no control.
5. It shall not be permissible to withhold payment to offset claims.
6. If the Buyer has not paid for the seed or not taken delivery upon arrival, or stated that he will not do so, he shall be liable for all damages, including expenses as well as loss of profit to the Seller.

7. If the circumstances indicate that the Buyer does not intend to pay or is unable to pay, the Seller shall have the right to seek collection of the outstanding debt through the intermediary of a court of law, without going to arbitration.

Rule XV

FORCE MAJEURE

1. The interpretation of "Force Majeure" as published by the International Chamber of Commerce at the date of contract shall be guiding. (See Addendum 1)
2. The party invoking "Force Majeure" shall inform the other party as soon as practical by telecommunication of the impossibility of delivery or the necessity of postponing delivery, indicating the reasons for the alleged Force Majeure.

Rule XVI

ARBITRATION

1. a. With the exception of the differences mentioned in Rule XIV, Paragraphs 6 and 7, all differences which cannot be amicably resolved, even if only one of the parties declares that there is a difference, arising from a contract started or concluded under these Rules, shall first be decided by arbitration before it can be submitted to a court of law.

S)))))))))Q

* This publication, entitled "Force Majeure and Hardship" is available from: ICC Publishing Corporation, Inc., 156 Fifth Ave., New York, NY 10010

- b. Subject to any written clear and unambiguous agreement to the contrary, notice of the intention to arbitrate and application for arbitration shall be made in conformity with the provisions of the Commercial Arbitration Rules of the American Arbitration Association (AAA - See Addendum 2).
2. Such applications for arbitration shall be made within 30 days either:
 - a. from the occurrence of the event, or first possible recognition of the deficiency giving rise to the claim -or
 - b. after the date of telecommunication or delivery of a registered letter attempting to enter into

friendly negotiations, which remained without positive reply,

or

- c. from the date of breaking-off of negotiations to settle the case amicably.

3. Extension of time for application. The parties may modify this period of time by mutual agreement. The AAA, for good cause, may extend a period of time established by its Rules, except the time for making the award. The AAA shall notify the parties of any such extension of time and its reason therefor.

4. According to the by-laws of ASTA, Article IV, (as amended April 14, 1989), and of CSTA, Article VIII (as amended November 14, 1989), oral hearings shall be waived and all disputes shall be submitted in writing in accordance with the appropriate Section of the AAA Arbitration Rules.

5. The AAA Rules do not provide for an appeal. Therefore, the decision by an AAA Arbitration is final. However, it does not exclude the right of a party to re-submit the case to a competent court of law after the decision has been rendered by the AAA.

ADDENDUM I

FORCE MAJEURE (EXEMPTION) CLAUSE:

Grounds of relief from liability:

1. A party is not liable for a failure to perform any of his obligations insofar as he proves:
 - that the failure was due to an impediment beyond his control; and
 - that he could not reasonably be expected to have taken the impediment and its effects upon his ability to perform into account at the time of the conclusion of the contract; and
 - that he could not reasonably have avoided or overcome it or at least its effects.
2. Any impediment within paragraph 1. above may result from events such as the following, this enumeration not being exhaustive:
 - a. war, whether declared or not, civil war, riots and revolutions, acts of piracy, acts of sabotage;
 - b. natural disasters such as violent storms, cyclones, earthquakes, tidal waves, floods,

destruction by lightning;

- c. explosions, fires, destruction of machines, of factories and of any kind of installations;
- d. boycotts, strikes and lockouts of all kinds, slowdowns, occupation of factories and premises, and work stoppages which occur in the enterprise of the party seeking relief;
- e. acts of authority, whether lawful or unlawful, apart from acts for which the party seeking relief has assumed the risk by virtue of other provisions of the contract; and apart from the matters mentioned in paragraph 3. below.

3. For the purposes of paragraph 1. above, and unless otherwise provided in the contract, impediment does not include lack of authorizations, of licenses, of entry or residence permits, or of approvals necessary for the performance of the contract and to be issued by a public authority of any kind whatsoever in the country of the party seeking relief.

Duty to notify:

4. A party seeking relief shall, as soon as practicable after the impediment and its effects upon his ability to perform become known to him, give notice to the other party of such impediment and its effects of his ability to perform. Notice shall also be given when the ground of relief ceases.
5. The ground of relief takes effect from the time of the impediment, or if notice is not timely given, from the time of notice. Failure to give notice makes the failing party liable in damages for loss which otherwise could have been avoided.

Effects of grounds of relief:

6. A ground of relief under this clause relieves the failing party from damages, penalties and other contractual sanctions, except from duty to pay interest on money owing as long as and to the extent that the ground subsists.
7. Further, it postpones the time for performance for such period as may be reasonable, thereby excluding the other party's right, if any, to terminate or rescind the contract. In determining what is a reasonable period, regard shall be had to the failing party's ability to resume performance, and the other party's interest in receiving performance despite the

delay. Pending resumption of performance by the filing party, the other party may suspend his own performance.

8. If the grounds of relief subsist for more than such period as the parties provide (the applicable period to be specified here by the parties), or in the absence of such provision for longer than a reasonable period, either party shall be entitled to terminate the contract with notice.

9. Each party may retain what he has received from the performance of the contract carried out prior to the termination. Each party must account to the other for any unjust enrichment resulting from such performance. The payment of the final balance shall be made without delay.

ADDENDUM 2

AAA OFFICES

Atlanta (30309-3214) ; India Johnson
1360 Peachtree Street, NE, Suite 270 (404)
872-3022/881-1134 (Fax)

Boston (02110-1703) ; Richard M. Reilly
133 Federal Street
(617) 451-6600 /451-0763 (Fax)

Charlotte (28226-8297) ; Neil Carmichael
7301 Carmel Executive Park, Suite 110
(704) 541-1367/542-7287 (Fax)

Chicago (60606-1212) ; David Scott Carfello
205 West Wacker Drive, Suite 1100
(312) 346-2282/346-0135 (Fax)

Cincinnati (45202-2809) ; Philip Thompson
441 Vine Street, Suite 3308
(513) 241-8434/241-8437 (Fax)

Cleveland (44115-1632) ; Earle C. Brown
1127 Euclid Avenue, Suite 875
(216) 241-4741/241-8584 (Fax)

Dallas (75240-6620) ; Helmut O. Wolff
Two Galleria Tower, Suite 1440
(214) 702-8222/490-9008 (Fax)

Denver (80203-4318) ; Mark Appel
1775 Sherman Street, Suite 1717
(303) 831-0823/832-3626 (Fax)

Garden City, NY (11530-4789); Mark Resnick
585 Stewart Avenue, Suite 302
(516) 222-1660/745-6447 (Fax)

Hartford (06106-1943) ; Karen M. Jalkut
Two Hartford Square West
(203) 278-5000/246-8442 (Fax)

Honolulu (96813-4728); Keith W. Hunter
810 Richards Street, Suite 641
(808) 531-0541/533-2306 (Fax)

Houston (77002-6707) ; Therese Tilley
1001 Fannin Street, Suite 1317
(713) 739-1302/739-1702 (Fax)

Kansas City, MO (64106-2110) ; Lori A. Madden
1101 Walnut Street, Suite 903
(816) 221-6401/471-5264 (Fax)

Los Angeles (90020-0994); Jerold L. Murase
443 Shatto Place
(213) 383-6516/386-2251 (Fax)

Miami (33131-2501) ; Rene Grafals
99 SE Fifth Street, Suite 200
(305) 358-7777/358-4931 (Fax)

Michigan (Southfield 48034-7405); Mary A. Bedikian
Ten Oak Hollow Street, Suite 170
(313) 352-5500/352-3147 (Fax)

Minneapolis (55402-1092) ; James R. Deye
514 Nicollet Mall, Suite 670
(612) 332-6545/342-2334 (Fax)

Nashville (37219-2111) ; Tony Dalton
221 Fourth Avenue North
(615) 256-5857/244-8570 (Fax)

New Jersey (Somerset 08873-4002) ; Richard Naimark
265 Davidson Avenue, Suite 140
(201) 560-9560/560-8850 (Fax)

New Orleans (70130-6101) ; Deann Gladwell
650 Poydras Street, Suite 2035
(504) 522-8781/561-8041 (Fax)

New York (10020-1203); Carolyn M. Penna
140 West 51st Street
(212) 484-4000/307-4387 (Fax)

Orange County, CA (Irvine 92714-6220) ;
Lori S. Markowicz
2601 Main Street, Suite 240
(714) 474-5090/474-5087 (Fax)

Orlando (32801-2742) ; Mark Sholander
201 East Pine Street, Suite 800
(407) 648-1185/649-8668 (Fax)

Philadelphia (19102-4121); James L.
Marchese
230 South Broad Street
(215) 732-5260/732-5002 (Fax)

Phoenix (85012-2803) ; Deborah A. Krell
3033 North Central Avenue, Suite 608
(602) 234-0950/230-2151 (Fax)

Pittsburgh (15222-1207); John F. Schano
Four Gateway Center, Room 419
(412) 261-3617/261-6055 (Fax)

St. Louis (63101-1614); Neil Moldenhauer
One Mercantile Center, Suite 2512
(314) 621-7175/621-3730 (Fax)

Salt Lake City (84111-3834); Kimberly L.
Curtis
645 South 200 East, Suite 203
(801) 531-9748

San Diego (92101-5278); Dennis Sharp
525 C Street, Suite 400
(619) 239-3051/239-3807 (Fax)

San Francisco (94104-1113); Charles A.
Cooper
417 Montgomery Street
(415) 981-3901/781-8426 (Fax)

San Juan (00917-4532); Lillian A. Reyes
431 Ponce de Leon Avenue, Suite 1501
(809) 764-8515/764-8848 (Fax)

Seattle (98104-1455); Neal M. Blacker
811 First Avenue, Suite 200
(206) 622-6435/343-5679 (Fax)

Syracuse (13202-1376); Deborah A. Brown
205 South Salina Street
(315) 472-5483/472-0966 (Fax)

Washington, DC (20036-3169); Garylee Cox
1730 Rhode Island Avenue, NW, Suite 509
(202) 296-8510/872-9574 (Fax)

White Plains, NY (10601-4485); Marion J.
Zinman
34 South Broadway
(914) 946-1119/946-2661 (Fax)