

CANADIAN PLANT TECHNOLOGY AGENCY INC.

-and-

COMMERCIAL SEED ANALYSTS ASSOCIATION OF CANADA INC.

-and-

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

-and-

CANADIAN SEED INSTITUTE/ INSTITUT CANADIEN DES SEMENCES

-and-

**CANADIAN SEED GROWERS' ASSOCIATION/ ASSOCIATION CANADIENNE DE
PRODUCTEURS DE SEMENCES**

AMALGAMATION AGREEMENT

THIS AGREEMENT made as of the _____ day of _____.

BETWEEN:

CANADIAN PLAN TECHNOLOGY AGENCY INC.

a non-share capital corporation incorporated under the laws of Canada

-and-

COMMERCIAL SEED ANALYSTS ASSOCIATION OF CANADA INC.

a non-share capital corporation incorporated under the laws of Canada

-and-

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

a non-share capital corporation incorporated under the laws of Ontario

-and-

CANADIAN SEED INSTITUTE / INSTITUT CANADIEN DES SEMENCES

a non-share capital corporation incorporated under the laws of Canada

-and-

**CANADIAN SEED GROWERS' ASSOCIATION / ASSOCIATION
CANADIENNE DES PRODUCTEURS DE SEMENCES**

a non-share capital corporation incorporated under the laws of Canada

BACKGROUND

1. Each of Canadian Plant Technology Agency Inc. ("CPTA"), Commercial Seed Analysts Association of Canada Inc. ("CSAAC"), Canadian Seed Trade Association / L'Association Canadienne du Commerce Des Semences ("CSTA"), Canadian Seed Institute / Institut canadien des semences ("CSI") and Canadian Seed Growers' Association / Association canadienne des producteurs de semences ("CSGA"). have agreed to amalgamate to form one corporation upon the terms and conditions set forth in this Agreement and to continue as one corporation under the authority conferred by the provisions of section 204 of the *Canada Not-for-profit Corporations Act* (the "CNCA").
2. CPTA is a non-share capital corporation continued under the CNCA by Certificate of Continuance dated November 30, 2016.
3. CSAAC is a non-share capital corporation continued under the CNCA by Certificate of Continuance dated July 15, 2014 and Articles of Amendment dated June 14, 2017.
4. CSTA is a non-share capital corporation continued under the CNCA by Certificate of Continuance dated August 1, 2013.

5. CSI is a non-share capital corporation continued under the CNCA by Certificate of Continuance dated May 22, 2014.
6. CSGA is a non-share capital corporation continued under the CNCA by Certificate of Continuance dated July 30, 2013.
7. Each Party has made full and complete disclosure to the other Party of its assets and liabilities.
8. It is desirable for each of the Parties and the community served by them that the amalgamation should take place.

NOW THEREFORE in consideration of the mutual covenants contained herein and the receipt of other good and valuable consideration which the Parties acknowledge, this Agreement provides as follows:

ARTICLE 1 DEFINITIONS

1.1 Interpretation

In this Agreement:

“Agreement” means this agreement as the same may be amended or restated from time to time and includes all Appendices;

“Amalgamated Corporation” means the corporation continuing from the amalgamation of the Parties;

“Amalgamating Corporations” means the Parties and “Amalgamating Corporation” means either of the Parties;

“Amalgamation” means the amalgamation of the Amalgamating Corporations as contemplated in this Agreement;

“Amalgamation Date” means the date that the Certificate and Articles of Amalgamation issued by the Director in respect of the Amalgamated Corporation take effect, which is expected to be on or before February 1, 2021 or such other date as the Parties may agree;

“Amalgamation Special Resolution” means the special resolution of the members of each of the Amalgamating Corporations, approving this Agreement and the Amalgamation, at a meeting of members of such Amalgamating Corporation called and held in accordance with the CNCA;

“ASNPO” means the Canadian accounting standards for not-for-profit organizations;

“Board of Directors” means the board of directors of the Amalgamated Corporation;

“**Business Day**” means any day of the week other than Saturday or Sunday or a statutory or civic holiday observed in Ottawa, Ontario;

“**CNCA**” means *Canada Not-for-profit Corporations Act*;

“**CPTA**” means the Canadian Plant Technology Agency Inc.;

“**CSAAC**” means Commercial Seed Analysts Association of Canada Inc.;

“**CSGA**” means Canadian Seed Growers’ Association / Association canadienne des producteurs de semences;

“**CSI**” means Canadian Seed Institute / Institut canadien des semences;

“**CSTA**” means Canadian Seed Trade Association /L’Association Canadienne du Commerce Des Semences;

“**Director**” means the Director appointed under the CNCA;

“**including**” means “including without limitation” and shall not be construed to limit any general statement which it follows to the specific or similar items or matters immediately following it;

“**Material Adverse Change**” means in respect of any Amalgamating Corporation, any change or circumstance that, individually or in the aggregate with other such changes or circumstances, is or would reasonably be expected to be material and adverse to the business, operations, results of operations, assets, properties, financial condition or liabilities (contingent or otherwise) of such Amalgamating Corporation taken as a whole, except any such change or circumstance resulting from, arising in connection with or related to:

- (a) any change or development generally affecting the industries or segments in which such Party operates or carries on their business;
- (b) any adoption, proposal, implementation or change in applicable law or any interpretation of applicable law by any governmental entity;
- (c) any hurricane, flood, tornado, earthquake or other natural disaster or man-made disaster;
- (d) the commencement or continuation of war, armed hostilities, including the escalation or worsening thereof, or acts of terrorism;
- (e) the commencement or continuation of an epidemic, pandemic or other outbreak of illness or public health event, including the escalation or worsening thereof;
- (f) any action taken (or omitted to be taken) that is consented to by the other Amalgamating Corporations in writing;

“**Parties**” means CPTA, CSAAC, CSTA, CSI and CSGA collectively and “**Party**” means either of them;

“**Plan**” has the meaning set out in Section 3.4(a); and

“**Regulatory Approval**” means those rulings, consents, orders or other approvals of the Canadian federal government or its agencies, including the Canadian Food Inspection Agency (CFIA), required in connection with the authority currently conferred on CSGA pursuant to the *Seeds Act* (Canada) and its regulations for seed and seed crop certification prescribed thereunder.

1.2 Statutes

Unless specified otherwise, reference in this Agreement to a statute refers to that statute as it may be amended, or to any restated or successor legislation of comparable effect.

1.3 Headings

The division of this Agreement into articles, sections and appendices and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. The article, section and appendix headings in this Agreement are not intended to be full or precise descriptions of the text to which they refer and are not to be considered part of this Agreement. All uses of the words “hereto”, “hereof”, “hereby” and “hereunder” and similar expressions refer to this Agreement and not to any particular section or portion of it. References to an Article, Section or Appendix refer to the applicable article, section or appendix of this Agreement.

1.4 Number and Gender

In this Agreement, words in the singular include the plural and vice-versa and words in one gender include all genders.

1.5 Entire Agreement

This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof and supersedes all prior agreements, negotiations, discussions and understandings, written or oral, express or implied, between the Parties with respect thereto. There are no representations, warranties, conditions, other agreements or acknowledgements, whether direct or collateral, express or implied, that form part of or affect this Agreement, or which induced any Party to enter into this Agreement or on which reliance is placed by any Party, except as specifically set forth in this Agreement. For greater certainty, the Memorandum of Understanding dated December 12, 2019 between all the Parties and Croplife Canada will terminate.

1.6 Waiver of Rights

Any waiver of, or consent to depart from, the requirements of any provision of this Agreement shall be effective only if it is in writing and signed by the Party giving it, and only in the specific instance and for the specific purpose for which it has been given. No failure on the

part of any Party to exercise, and no delay in exercising, any right under this Agreement shall operate as a waiver of such right. No single or partial exercise of any such right shall preclude any other or further exercise of such right or the exercise of any other right.

1.7 Applicable Law

This Agreement shall be governed by, and interpreted and enforced in accordance with, the laws in force in the Province of Ontario and the laws of Canada applicable therein. Each Party irrevocably submits to the exclusive jurisdiction of the courts of Province of Ontario with respect to any matter arising hereunder or related hereto.

ARTICLE 2 AMALGAMATION

2.1 Agreement to Amalgamate

Upon and subject to the terms and conditions hereof and pursuant to sections 204, 205 and 206 of the CNCA and any required regulatory approvals, each of the Parties agrees to amalgamate with each other and to continue as one corporation without share capital, effective as of the Amalgamation Date.

2.2 Name

The name of the Amalgamated Corporation, also identified in Schedule A hereto, shall be “Seeds Canada” in English and “Semences Canada” in French. The name may be used in English alone or in French alone, or together.

2.3 Head Office

The registered office of the Amalgamated Corporation shall be situated in Ontario. The registered and head office of the Amalgamated Corporation shall be located at 240 Catherine St, Ottawa, ON K2P 2G8.

2.4 Purposes

The purposes of the Amalgamated Corporation, also as identified in Schedule A hereto, shall be to:

- (i) develop and provide services that help seed industry stakeholders remain competitive in both domestic and international markets for high quality seed;
- (ii) advocate and deliver real benefits to the interests of the seed industry through seed industry collaboration, innovation, continued investment and trade;
- (iii) provide efficient, effective and timely services for seed certification, quality assurance, innovative technology approvals and industry standards and assessment protocols development and administration;

- (iv) raise the efficiency, proficiency and professional standards of its members through comprehensive and relevant professional development programming and professional standards development and administration;
- (v) promote within Canada a competitive framework of intellectual property protection and services to its members;
- (vi) facilitate cooperation among federal, provincial and territorial governments and seed industry stakeholders;
- (vii) undertake other activities related to seed, crop value chains and the agri-food sector in Canada.

2.5 Special Provisions/Powers of the Amalgamated Corporation:

- (a) The Amalgamated Corporation shall be carried on without the purpose of gain for its members and any profits or other accretions to the Amalgamated Corporation shall be used in promoting its purposes.
- (b) Upon the dissolution of the Amalgamated Corporation and after payment of all debts and liabilities, also as identified in Schedule A, any property remaining on liquidation of the Amalgamated Corporation, after discharge of liabilities, shall be distributed to one or more qualified donees within the meaning of subsection 248(1) of *the Income Tax Act* (Canada).

2.6 Financial Year End

The financial year end of the Amalgamated Corporation shall be January 31 in each year.

2.7 Restricted Funds

All funds held by the respective Parties immediately before the Amalgamation Date which are determined to be externally restricted, will continue to have the same restrictions upon amalgamation and will only be used for their restricted purposes.

2.8 Languages

English and French are the languages of the Corporation.

2.9 By-Laws

The by-laws of Amalgamated Corporation, until repealed or amended, are attached as Schedule B hereto.

**ARTICLE 3
GOVERNANCE OF THE AMALGAMATED CORPORATION**

3.1 Composition of the Board

The Board of Directors shall initially consist of 15 directors, the names, address for service and term of office of whom are set out below. All subsequent elected directors shall be elected by the members of the Amalgamated Corporation in accordance with the articles and by-laws of the Amalgamated Corporation.

NAME	ADDRESS	TERM
Glenn Logan	General Delivery Lomond, AB. T0L 1G0	2 years
Nick Sekulic	774020 Range Road 51 MD of Spirit River, PO Box 181 Rycroft AB T0H 3A0	3 years
Jeff Loessin	1916 Riverbend Rd London ON N6K 0A2	3 years
Brent Albert Collins	245 Cranbrook Circle, S.E. Calgary, AB T3M 2L9	2 years
Eric McLean	NE 26-13-22W, Oak River, Manitoba, R0K 1T0	2 years
Lyndon Olson	SW-14-40-15-W2 Archerwill, SK S0E 0B0	3 years
Quentin D. Martin	271 Katherine St S West Montrose ON N0B 2V0	2 years
Jeffrey A. Reid	SeCan, 400 – 300 Terry Fox Drive Kanata Ontario K2K 0E3	3 years
Annie Bergeron	172, rue Guertin St-Pie, Québec J0H 1W0	3 years
Daniel Lanoie	1155 4 e Rang Saint-Hugues Quebec J0 H1N0	2 years
Ellen Sparry	C&M Seeds 6180 5th Line Palmerston, ON, N0G 2P0	2 years
Dianne E Gilhuly	213 Ron Bolt St Sarnia Ontario N7W 0A4	3 years
Jonathan Nyborg	1451 West River Road Grand Falls NB E3Z 1S6	2 years
James Manning Wilson	10 Frances Drive Morden, MB R6M 1R6	3 years
Holly Marie Gelech	107 Chelsea Way Sherwood Park, AB, T8H 2K4	2 years

3.2 Management

The Board of Directors shall manage the affairs of the Amalgamated Corporation subject to the provisions of the CNCA and the by-laws of the Amalgamated Corporation, including all statutory and regulatory authorities delegated to the Corporation in respect of the seed certification system and the regulatory mandates of the Amalgamated Corporations.

3.3 Business Plan and Business Continuity

- (a) The Board of Directors of the Amalgamated Corporation shall refer to “The Next Generation Seed Organization: Seeds Canada Business Plan” dated May 2020, for purposes of identifying guiding principles to assist in the activities and the affairs of the Amalgamated Corporation.
- (b) The Board of Directors of the Amalgamated Corporation shall take the necessary steps to ensure business continuity on and after the Amalgamation Date in respect of the services provided by each of the Amalgamating Corporations including, but not limited to, ensuring that the committees of each Amalgamating Corporation which form part of the Amalgamated Corporation, are operational on the Amalgamation Date, in such form, and for such time, as the Board of Directors shall determine.

3.4 Implementation Plan

- (a) The Parties will have agreed on a high level implementation plan (the “**Plan**”) and the budget in respect of the implementation of the Plan on or prior to May 30, 2020.
- (b) Upon receipt of the last approval by members of the Amalgamation Special Resolution, or such other date as the Parties shall agree in writing, the Parties will implement the Plan for the purposes of facilitating the business and operations of the Amalgamated Corporation on and after the Amalgamation Date.

ARTICLE 4 MEMBERS

4.1 Members

- (a) The Amalgamated Corporation is authorized to establish three classes of members as follows:
 - (i) Seed Industry Business Class Members
 - (ii) Seed Industry Affiliate Class Members
 - (iii) Seed Industry Professional Class Members
- (b) The Seed Industry Business Class Members shall be entitled to receive notice of and to attend all meetings of the members of the Corporation and each Seed

Industry Business Class Member shall have one vote at each such meeting, except for meetings at which only members of another class are entitled to vote separately as a class.

- (c) Except as otherwise provided in the CNCA or the by-laws of the Corporation, the Seed Industry Affiliate Class Members and the Seed Industry Professional Class Members shall be entitled to receive notice of and attend meetings, but not vote at meetings, of members of the Corporation.
- (d) The term of membership of the initial members of the Amalgamated Corporation and the admission of subsequent members shall be governed by the by-laws of the Amalgamated Corporation.
- (e) Subject to the provisions of the by-laws of the Amalgamated Corporation, meetings of members of the Corporation shall be held within Canada or the United States at the place that the directors determine.

ARTICLE 5 REPRESENTATIONS AND WARRANTIES

5.1 Representations and Warranties

- (a) Each Amalgamating Corporation is a corporation duly continued and validly existing under the CNCA. Each Amalgamating Corporation has all necessary corporate power and capacity to own, operate and lease its property and carry on its business as now conducted by it and is duly registered, licensed, permitted or otherwise qualified to carry on business in each jurisdiction in which the nature of the business now conducted by it requires it to be so registered, licensed, permitted or qualified. None of the Amalgamating Corporations is in material breach of, or in material default, under any of the terms or conditions of such registrations, licenses or permits.
- (b) Each Amalgamating Corporation has all necessary corporate power and capacity to enter into this Agreement and all other agreements and instruments to be executed by each Amalgamating Corporation as contemplated by this Agreement, and to perform its obligations hereunder and under such agreements and instruments. The execution and delivery of this Agreement by each Amalgamating Corporation and the performance by each Amalgamating Corporation of its obligations under this Agreement have been duly authorized by the board of directors of such Amalgamating Corporation in the manner contemplated herein and no other corporate proceedings on its part are necessary to authorize this Agreement.
- (c) This Agreement has been duly executed and delivered by each Amalgamating Corporation and constitutes a legal, valid and binding obligation of such Amalgamating Corporation, enforceable against each Amalgamating Corporation in accordance with its terms, subject to the qualification that such enforceability may be limited by bankruptcy, insolvency, reorganization or other applicable laws

of general application relating to or affecting rights of creditors and that equitable remedies, including specific performance, are discretionary and may not be ordered.

- (d) The audited financial statements or review engagement financial statements of each of the Amalgamating Corporation have been prepared in accordance with ASNPO and present fairly, in all material respects, the financial position (including the assets and liabilities, whether absolute, contingent or otherwise as required by ASNPO) of each Amalgamating Corporation as at the date of such financial statements of such Amalgamating Corporation and the results of its operations and its cash flows for the period then ended and contain and reflect adequate provisions for all reasonably anticipated liabilities, expenses and losses in accordance with ASNPO.
- (e) Except as disclosed by each Amalgamating Corporation prior to the Amalgamation Date, no legal or governmental actions, suits, judgments, investigations or proceedings are pending, or threatened, to which such Amalgamating Corporation or to the knowledge of each Amalgamating Corporation, the directors or officers of such Amalgamating Corporation are a party or to which the assets and properties of the Amalgamating Corporation are subject.
- (f) Except as disclosed by each Amalgamating Corporation prior to the Amalgamation Date, each Amalgamating Corporation has filed or caused or will cause to be filed all returns required to be filed by applicable law on or before the Date of Amalgamation. All such filed returns are correct and complete in all material respects. Each Amalgamating Corporation has timely paid all material taxes that are due and payable by such Amalgamating Corporation, including all instalments on account of taxes for the current year that are due and payable by each Amalgamating Corporation whether or not assessed (or reassessed) by the appropriate governmental entity, and has, as applicable, timely remitted such taxes to the appropriate governmental entity under applicable law.

ARTICLE 6 COVENANTS

6.1 Covenants of the Amalgamating Corporation

Each Amalgamating Corporation covenants:

- (a) to carry on its business in the usual and ordinary course, consistent with past practice and not materially impair the value of such Amalgamating Corporation's assets nor materially increase the value of the such Amalgamating Corporation's liabilities other than in the ordinary course of business;
- (b) to use all reasonable commercial efforts to preserve intact its business, organization and goodwill, to keep available the employees of its business as a group and to maintain satisfactory relationships with third parties;

- (c) to place before the members of such Amalgamating Corporation, and to support the recommendation of, the Amalgamation Special Resolution on or prior to September 1, 2020;
- (d) use all reasonable commercial efforts (i) to obtain all Regulatory Approvals, and (ii) to obtain all required third party approvals and consents;
- (e) not to incur any new third-party indebtedness after the date of this Agreement other than trade payables incurred as part of the ordinary course of business;
- (f) use all reasonable commercial efforts to cause its current insurance policies not to be cancelled or terminated or any other coverage thereunder to lapse, unless simultaneously with such terminations, cancellation or lapse, replacement policies are in full force and effect; and
- (g) promptly advise the other Amalgamating Corporations in writing of the occurrence of any Material Adverse Change in respect of such Amalgamating Corporation or of any facts that come to their attention which would cause any of the representations and warranties of such Amalgamating Corporation contained herein to be untrue.

ARTICLE 7

CONDITIONS PRECEDENT

7.1 Conditions Precedent

Notwithstanding anything to the contrary contained in this Agreement, the respective obligations of the Amalgamating Corporations to complete the transactions contemplated by this Agreement shall be subject to the satisfaction of the following conditions or waiver of such conditions by all Parties in writing:

- (a) the members of each Amalgamating Corporation shall have approved the Amalgamation Special Resolution (i) on or prior to September 1, 2020, or (ii) in the event of an unsuccessful adoption of the Amalgamation Special Resolution by the members of one or more of the Amalgamating Corporations, the Parties agree in writing that any such Amalgamating Corporation hold a second meeting of members to approve the Amalgamation Special Resolution, on the same terms and conditions, prior to December 15, 2020;
- (b) all necessary Regulatory Approvals will (i) have been obtained, or (ii) the Parties will have agreed in writing that the confirmation of, or conditional approval of, any such Regulatory Approvals is sufficient to permit the consummation of the Amalgamation;
- (c) all covenants of the Amalgamating Corporations under this Agreement to be performed on or before the Amalgamation Date will have been duly performed by each Amalgamating Corporation in all material respects; and

- (d) all representations and warranties of each Amalgamating Corporation under this Agreement are true and correct in all material respects as of the Amalgamation Date as if made on and as of such date.

ARTICLE 8 ASSETS AND LIABILITIES

8.1 Transfer of Property and Liabilities

From and after the Amalgamation Date, the Parties shall be amalgamated and shall continue as one corporation without share capital, and the Amalgamated Corporation shall possess all of the property, rights, privileges, assets and franchises and shall be subject to all of the liabilities, contracts, disabilities and debts of each of the Parties.

8.2 Creditors' Rights

All rights of creditors against the property, rights, privileges, assets and franchises of one or both of the Parties and all liens upon their property, rights and assets shall be unimpaired by the amalgamation and all debts, contracts, liabilities and duties of the Parties shall attach to the Amalgamated Corporation and may be enforced against it.

8.3 Litigation

No action or proceeding by or against a Party shall abate or be affected by the amalgamation and the Amalgamated Corporation shall be deemed to be a party plaintiff or a party defendant, as the case may be, in any civil action commenced by or against a Party before the Amalgamation Date.

8.4 Judgments, etc.

A conviction against or ruling, order or judgment in favour of or against a Party may be enforced by or against the Amalgamated Corporation.

ARTICLE 9 APPLICATION

9.1 Application

Subject to the conditions precedent of this Agreement having been met and upon the members of each of the Amalgamating Corporations approving and adopting this Agreement in accordance with the CNCA, at meetings thereof called for the purpose of considering this Agreement, such fact shall be certified upon the Agreement by the Secretary of each of the Parties hereto under their respective corporate seals, if any, and the Parties hereto by their joint application shall, on or before the Amalgamation Date, apply to the Director for a Certificate and Articles of Amalgamation confirming this Agreement. The Articles of Amalgamation shall be as set out in Schedule A hereto.

**ARTICLE 10
MISCELLANEOUS**

10.1 Termination

This Agreement may be terminated, upon written notice of termination approved by a resolution of the directors and duly signed by an authorized signatory of the terminating Amalgamating Corporation, in the event of any of the following:

- (a) by mutual agreement of the Parties hereto in writing;
- (b) the conditions precedent set forth in Sections 7.1(c) and 7.1(d) have not be met by one or more of the Parties, and have not been waived by the other Parties;
- (c) the Amalgamation Special Resolution shall not have been adopted by the members of one or more of the Amalgamating Corporations;
- (d) the members of any one or more of the Amalgamating Corporation shall not have approved the Amalgamation Special Resolution on or prior to September 1, 2020, and the Parties shall not have agreed in writing that any such Amalgamating Corporation may hold a second meeting of members to approve the Amalgamation Special Resolution, which meeting shall be held on or prior to December 15, 2020;
- (e) the Regulatory Approvals have not been obtained and the Parties have not agreed in writing that the confirmation of, or conditional approval of, any such Regulatory Approvals is sufficient to permit the consummation of the Amalgamation, prior to the Amalgamation Date; or
- (f) if any Party has a Material Adverse Change prior to the Amalgamation Date and any of the other Parties determines, by notice in writing to all the Parties, not to move forward with the Amalgamation.

10.2 Time

Time is of the essence of each provision of this Agreement.

10.3 Binding Effect

This Agreement shall be binding upon and enure to the benefit of the Parties hereto.

10.4 Notices

All notices, requests and demands hereunder, which may or are required to be given pursuant to any provision of this Agreement, shall be given or made in writing and shall be delivered by courier, facsimile or e-mail as follows:

CSTA

130 Albert Street, Suite 300
Ottawa, ON
K1P 5G4

CSGA

P.O. Box 8455
Ottawa, ON
K1G 3T1

CSI

240 Catherine St., Suite 200
Ottawa, ON
K2P 2G8

CPTA

2366 Avenue C North
Saskatoon, SK
S7L 5X5

CSAAC

5788 L & A Road
Vernon, BC
V1B 3P8

or to such other addresses and facsimile numbers or e-mail addresses as the parties may, from time to time, advise to the other parties hereto by notice in writing. All notices, requests and demands hereunder shall be deemed to have been received, if delivered personally or by prepaid courier on the date of delivery and if sent by facsimile or e-mail, on the next Business Day after the facsimile or e-mail was sent.

10.5 Further Assurances

Each Party shall do such acts and shall execute such further documents, conveyances, deeds, assignments, transfers and the like, and will cause the doing of such acts and will cause the execution of such further documents as are within its power as the other Party may in writing at any time and from time to time reasonably request be done and/or executed, in order to give full effect to the provisions of this Agreement.

10.6 Assignment

No Party to this Agreement may assign any of its rights or obligations under this Agreement without the prior written consent of the other Parties hereto.

10.7 Severability

In the event that any provisions contained in this Agreement shall be declared invalid, illegal or unenforceable by a court or other lawful authority of competent jurisdiction, this

Agreement shall continue in force with respect to the enforceable provisions and all rights and remedies accrued under the enforceable provisions shall survive any such declaration, and any non-enforceable provision shall, to the extent permitted by law, be replaced by a provision which, being valid, comes closest to the intention underlying the invalid, illegal and unenforceable provision.

10.8 Counterparts and Electronic Copies

This Agreement may be executed in separate counterparts, and all such counterparts when taken together shall constitute one agreement. The Parties shall be entitled to rely on delivery of a facsimile, email in pdf or other electronic copy of the executed Agreement and such copy shall be legally effective to create a valid and binding Agreement.

This Agreement shall be binding upon and enure to the benefit of the Parties and their respective successors and shall not be assignable by any Party.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Parties have duly executed this Agreement by the signatures of their proper officers on that behalf.

**CANADIAN PLANT TECHNOLOGY
AGENCY INC.**

By: _____
Name:
Title:

By: _____
Name:
Title:

**COMMERCIAL SEED ANALYSTS
ASSOCIATION OF CANADA INC.**

By: _____
Name:
Title:

By: _____
Name:
Title:

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

By: _____
Name:
Title:

By: _____
Name:
Title:

**CANADIAN SEED INSTITUTE /
INSTITUT CANADIEN DES SEMENCES**

By: _____
Name:
Title:

By: _____
Name:
Title:

**CANADIAN SEED GROWERS'
ASSOCIATION / ASSOCIATION
CANADIENNE DES PRODUCTEURS DE
SEMENCES**

By: _____
Name:
Title:

By: _____
Name:
Title: