

GRADE STAMP LICENSE AGREEMENT
(QSD01)

THIS AGREEMENT is dated for reference the ____ day of _____, 200__.

BETWEEN:

Canadian Mill Services Association, a society duly incorporated under the Society Act of British Columbia, and having an office at #200, 601-6th Street, New Westminster, British Columbia, Canada V3L 3C1

(Hereinafter "CMSA")

AND: _____, a company duly incorporated under the Company Act of British Columbia and having an office at

_____ (hereinafter the "Mill")

WHEREAS:

- A. CMSA has been duly registered under the Society Act of British Columbia "Certificate of Incorporation" (number S-32229) and is an approved grading agency by the Canadian Lumber Standards Accreditation Board, American Lumber Standards Committee, and the European Timber Grading Commission, and CMSA is approved by the Ministry of Agriculture, Forests and Fisheries of Japan as a registered overseas certifying body (ROCB) (together the "Licensors").
- B. CMSA has agreed to permit the use of the CMSA Mark by the approved facility as part of a label for the purpose of certifying that certain forest products were manufactured and graded in accordance with the Standards, as amended from time to time.
- C. The Mill is a member in good standing of CMSA and has requested permission to use the Grade Stamp on those forest products (herein called the "Lumber") approved from time to time by CMSA that are manufactured, remanufactured, purchased or handled by the Mill at its operation located at: _____ (herein called the "Plant").
- D. CMSA has agreed to permit the Mill to use the Grade Stamp in accordance with the Standards and Rules subject to the terms and conditions set forth in this Agreement and has, for that purpose, designated the Plant with Identification Number: _____ (herein called the "Plant Identification Number").

- E. In the Sub-license to the Mill, each Licensor, as applicable, shall reserve the right for the Licensor and CMSA to inspect, test and, if necessary, supervise the operations of the Sub-licensee to protect and maintain the Standards.
- F. The Licensor shall stipulate in each Sub-license that the Sub-licensee is not an agent of CMSA and has no authority to make or purport to make any agreement, covenant, representation or warranty on behalf of or binding upon CMSA.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual covenants herein set forth and other valuable consideration the parties hereto each hereby covenant, promise and agree with the other, as follows:

1. DEFINITIONS

Under this Agreement:

- 1.1 “Labelling Device” means the mechanism, whether a mechanical device, or a representation of the grade Mark generated by computer software and including an Eprom Chip, Rubber Stamp, or such other device approved by CMSA, by which the Grade Mark is replicated and applied to the Lumber;
- 1.2 “Licensor” means the regulatory body that has authorized CMSA as its agent to oversee maintenance of the Standards and Rules, and includes the bodies referenced in Preamble A above, and such other regulatory bodies as may make CMSA its agent from time to time.
- 1.3 “Mark” means the authorized CMSA logo or symbol.
- 1.4 “Grade Stamp” means the physical representation of CMSA’s authority, including the Mark or logo of CMSA, and certain other information as may be required by the Standards and Rules, such as Plant Identification Number, as it is applied to Lumber at the Mill;
- 1.5 “Standards” mean Canadian Standards Association standard CSA 0141 or American Standards Association standard PS 20-2000, or the standards of such other organizations as are recognized from time to time by CMSA, and for which CMSA is the agent, all as amended from time to time ;
- 1.6 “Rules” mean the Standard Grading Rules for Canadian Lumber prescribed by the National Lumber Grades Authority and the Regulations issued by the Canadian Lumber Standards Accreditation Board and/or the rules of such other organizations as are recognized from time to time by CMSA, all as amended from time to time.
- 1.7 “Lumber” means forest products of the Mill that have met the Standards and comply with the Rules.

1.8 "Plant" means the operation of the Mill at which CMSA has granted permission for the use of the CMSA Grade Stamp and Labelling Device according to the Standards and Rules.

2. LICENSE

2.1 Subject to and upon the terms and conditions herein set forth, CMSA hereby grants to the Mill a license to use the Grade Stamp at the Plant incorporating the Mark, the Plant Identification Number, and information concerning the Lumber upon which it has been applied.

2.2 CMSA reserves unto itself the right to approve any or all of the format, configuration or text of the Grade Stamp from time to time, in its sole discretion.

3. LABELING DEVICES

3.1 The Mill may apply the Grade Stamp to the Lumber by using one or more of the following Labeling Devices:

- (a) by bringing the Lumber into physical contact with a rubber stamp or other inked impression device approved by CMSA (herein called the "Rubber Stamp");
- (b) by subjecting the Lumber to an ink-jet spray-on process that is controlled by an electronic instrument, such as an erasable programmable read-only memory chip, or other device approved by CMSA (herein called the "Eprom Chip"); or
- (c) by such other device or in such other manner as may be approved from time to time by CMSA;

3.2 Whether before or after the manufacture of any particular Labeling Device, CMSA reserves unto itself the right to decide whether or not such Labeling Device is capable of producing a Grade Stamp that is sufficiently legible in the sole discretion of CMSA.

3.3 If the Mill chooses to use a Rubber Stamp, then:

- (a) As requested from time to time by the Mill, and at the sole cost of the Mill, CMSA shall furnish the Mill with a Rubber Stamp that is acceptable to CMSA in CMSA's sole discretion; and
- (b) The Rubber Stamp shall remain the property of CMSA at all times notwithstanding that it is ordered by, manufactured for, delivered to and paid for by the Mill.

3.4 If the Mill chooses to use an EPROM Chip, then:

- (a) At the sole cost of the Mill, the Mill may have manufactured and delivered to the Mill an EPROM Chip that is acceptable to CMSA in CMSA's sole discretion, but the Mill will not commence using the same unless and until the performance results of the EPROM Chip have been approved by CMSA, in the sole discretion of CMSA; and
- (b) The EPROM Chip shall remain the property of CMSA at all times, notwithstanding that it is ordered by, manufactured for, delivered to and paid for by the Mill.

3.5 Whichever Labeling Device is used by the Mill:

- (a) The Mill shall not deface or otherwise alter the Labeling Device from the format, configuration and text thereof approved by CMSA from time to time,
- (b) The Mill shall maintain the Labeling Device in good condition so that it is at all times capable of producing a Grade Stamp that is sufficiently legible in the sole discretion of CMSA,
- (c) The Mill shall not remove the Labeling Device from the Plant except in accordance with this Agreement,
- (d) The Mill shall make the Labeling Device available at all times at the Plant for inspection on request by authorized representatives of CMSA, and
- (e) The Labeling Device shall at all times remain the property of CMSA, and the Mill shall make the Labeling Device available at all times at the Plant for possession by authorized representatives of CMSA, whenever CMSA is entitled to take possession of the Labeling Device as set forth in this Agreement.

3.6 The Mill is responsible for retaining secure custody of each Labelling Device in its possession. For the duration of this Agreement, the Mill is responsible for any claim, loss or damages arising from unlawful or unauthorized use of the Labelling Device or the Grade Stamp by any person, including unauthorized third parties.

4. USE OF GRADE STAMP

4.1 The Mill shall only use the Grade Stamp approved by CMSA and in the manner approved by CMSA.

4.2 The Mill shall cause or permit the Grade Stamp only to be affixed or applied:

- (a) at the Plant designated by the Plant Identification Number on the Grade Stamp,
- (b) on the Lumber or such other forest product as may be approved by CMSA from time to time,

- (c) in such manner and by such Labeling Device as may be approved by CMSA from time to time,
- (d) by a qualified and approved employee of CMSA,
- (e) by an employee of the Mill who is certified by CMSA as a Grader, or approved by CMSA as equivalent to a Grader,
- (f) in strict accordance with the Standards as amended from time to time by the relevant authorities,
- (g) in strict accordance with the Rules as amended from time to time by the relevant authorities, and
- (h) in strict accordance with the terms and conditions of this Agreement as amended from time to time in the manner herein set forth.

4.3 The use of the Grade Stamp shall be limited to visual grading unless specific approval has been given by CMSA to the Mill to supervise grading by mechanical means.

5. CESSATION OF USE OF LABELING DEVICE

5.1 If the Labeling Device becomes worn, damaged or is otherwise incapable of producing a Grade Stamp that is sufficiently legible in the sole discretion of CMSA:

- (a) The Mill shall immediately cease using the Labeling Device, and
- (b) The Mill shall immediately deliver the Labeling Device to an authorized representative of CMSA.

5.2 If the Labeling Device is lost or completely destroyed the Mill shall immediately notify CMSA in writing.

6. CESSATION OF USE OF GRADE STAMP

6.1 The Mill shall immediately cease using the Grade Stamp, and immediately deliver the Labeling Device to an authorized representative of CMSA, if:

- (a) this license, which authorizes the use of the Grade Stamp, is suspended or revoked by CMSA as herein set forth,
- (b) this Agreement is terminated as herein set forth,
- (c) the whole or any portion of any dues, assessments or other monies owing to CMSA by the Mill, pursuant to this Agreement, or pursuant to the Constitution

and Bylaws of CMSA, is not paid on the day appointed for payment thereof, and remains unpaid for ten (10) days after written notice demanding payment was given by CMSA to the Mill;

- (d) the Mill for any reason ceases to be a member in good standing of CMSA, or
- (e) requested to do so by CMSA for any other reason which CMSA deems to be sufficient.

6.2 If the Mill does not immediately cease using the Grade Stamp, or does not deliver the Labeling Device to an authorized representative of CMSA, when required to do so as herein set forth, then an authorized representative of CMSA shall be entitled to take such steps as may be necessary to gain admission to the Plant for the purpose of taking possession of the Labeling Device in order to prevent the unauthorized use of the Grade Stamp, all without CMSA or its authorized representative being liable to any action in respect thereof or for any loss or damage occasioned thereby.

7. INSPECTIONS

7.1 The authorized representatives of CMSA, the Licensors, the Canadian Lumber Standards Accreditation Board (herein sometimes called the "CLSAB"), the American Lumber Standards Committee (herein sometimes called the "ALSC") and such other organizations as may be recognized by CMSA from time to time shall have the right to inspect the manufacturing process and each piece of Lumber manufactured at or shipped from the Plant, for the purpose of determining the accuracy of the grade-stamping of such Lumber.

7.2 Such inspections may take place at:

- (a) the Plant,
- (b) the destination of the Lumber,
- (c) any other point where there is good and sufficient reason for such inspections,
- (d) such reasonable hours and at such intervals as may be selected from time to time by any of the aforesaid inspection agencies.

7.3 The Mill shall co operate in such inspections by ensuring that:

- (a) the said inspectors have free and uninterrupted access to the Plant, and to any other places owned or controlled by the Mill where the Lumber may be located, and
- (b) all facilities, equipment and labour reasonably necessary is supplied to the inspectors for the purposes of such inspections.

7.4 Such inspections shall conform to this Agreement, the Standards, and the Rules.

7.5 The Mill shall be responsible for the per diem charge as set by CMSA from time to time, together with all cost and direct expense associated with any re inspection conducted by CMSA, the Licensors, the CLSAB, the ALSC, or any Other Recognized Organizations.

8. GRADE-STAMPING

8.1 The Mill shall be solely responsible for the maintenance of proper grades and standards as herein set forth, in accordance with the Standards and the Rules..

8.2 The Mill shall ensure that the facilities at the Plant and the conditions under which the Lumber is graded are, to the reasonable satisfaction of CMSA, adequate to enable the grade of Lumber to be accurately determined and for the correct Grade Stamp to be legibly affixed or applied to such Lumber.

8.3 In all shipments of grade-stamped Lumber from the Plant the Mill shall ensure that each piece is grade-stamped, and shall segregate unstamped pieces from the grade-stamped Lumber and shall not mix them nor include them in the same package.

9. GRADING ACCURACY

9.1 The Mill shall ensure that not less than ninety five (95%) per cent of the board footage of Lumber in any shipment of grade-stamped Lumber from the Plant (herein called the "Required Accuracy") are correctly and legibly grade-stamped as to grade, moisture content, size, species, and paragraph number in accordance with:

- (a) the Standards,
- (b) the Rules, and
- (c) this Agreement,

as determined from time to time by CMSA, the Licensors, the CLSAB, the ALSC, or any other organization recognized from time tottime by CMSA.

9.2 In the event the Mill fails to maintain the Required Accuracy as herein set forth, CMSA shall withdraw the license for the Mill to continue using the Grade Stamp, and CMSA may, at its option, terminate this Agreement as herein set forth.

9.3 If the license to continue using the Grade Stamp has been withdrawn from the Mill for failure to maintain the Required Accuracy as herein set forth, but this Agreement has not been terminated by CMSA as herein set forth, the license to continue using the Grade Stamp may be returned to the Mill only after the Mill has demonstrated, to the reasonable satisfaction of

CMSA, the ability and willingness of the Mill to maintain the Required Accuracy on a continuing basis.

9.4 The Mill agrees to co operate in the complete re-stamping of any shipment of incorrectly grade stamped Lumber from the Plant. Such complete re-stamping shall be in compliance with regulations of CMSA, the Licensors, the CLSAB, the ALSC, or any other organization recognised by CMSA from time to time..

9.5 The Mill agrees to co operate with CMSA if the CLSAB, the ALSC, or any other recognized organization requires CMSA to take corrective measures to bring the practices of the Mill or CMSA into conformity with the established Standards and Rules.

10. SUSPENSION OR REVOCATION OF LICENSE

10.1 CMSA shall have the right, in its sole discretion, to either suspend or revoke the license to use the Grade Stamp granted by this Agreement, if the Mill or anyone acting on its behalf:

- (a) fails to comply with any term or provision of this Agreement,
- (b) deliberately illegibly or incorrectly grade-stamps any Lumber,
- (c) fails to maintain the Required Accuracy in grade-stamping the Lumber from the Plant.
- (d) fails to grade-stamp all pieces of Lumber in any package or shipment of Lumber from the Plant when any portion of that package or shipment is grade-stamped under this Agreement,
- (e) uses the Grade Stamp on Lumber items, grades or sizes not authorized by CMSA,
- (f) permits the Grade Stamp to be used by any person, or at any location, not authorized by CMSA,
- (g) uses other grade stamps, marks, brands or prints which, in the opinion of CMSA, might infringe or in any way imitate, simulate or copy the Grade Stamp or the Mark,
- (h) causes or permits the Mill to cease or lose its status as a member in good standing of CMSA,
- (i) fails to pay, as and when due, any monies owing to CMSA by way of dues, assessments, or otherwise pursuant to this Agreement or the Constitution and Bylaws of CMSA.

10.2 In the event the license granted by this Agreement is suspended as set out above, CMSA may in its sole discretion impose such conditions as to the commencement and length of suspension, and other matters concerning the reinstatement of the license, as it sees fit.

10.3 Any failure or delay by CMSA to exercise its right to suspend or revoke the license granted by this Agreement shall not preclude CMSA from exercising such right upon the happening of any continuing or subsequent event entitling CMSA to suspend or revoke this license.

11. TERMINATION

11.1 If and whenever:

- (a) the whole or any portion of any dues, assessments or other monies owing to CMSA by the Mill, pursuant to this Agreement, or pursuant to the Constitution and Bylaws of CMSA, is not paid on the day appointed for payment thereof, and remains unpaid for ten (10) days after written notice demanding payment was given by CMSA to the Mill;
- (b) the Mill is in breach of any of the covenants, agreements, conditions, rules or regulations on the part of the Mill to be kept, observed or performed and has not cured such breach within ten (10) days after written notice thereof was given by CMSA to the Mill;
- (c) the Grade Stamp is used by any person other than a person authorized by CMSA, or for any purpose or in any manner other than that for which the same was licensed to the Mill,
- (d) the Labeling Device is taken in execution or attachment for any cause whatever; or
- (e) a receiver of the Mill's assets is appointed;

then and in every such case, upon notice from CMSA the Mill shall forthwith cease using the Grade Stamp and shall immediately deliver the Labeling Device to CMSA; and it shall be lawful for CMSA at any time thereafter with or without process of law to enter into and upon the Plant or any premises owned or controlled by the Mill for the purpose of repossessing the Labeling Device, notwithstanding anything to the contrary contained in this Agreement or the general law, and the Mill hereby gives CMSA, its agents, representatives or employees an irrevocably right to do so.

11.2 If the Labeling Device, with or without any of the other assets of the Mill, shall be at any time seized in execution or attachment by any creditor of the Mill; or if a receiver of any of the Mill's assets is appointed; or if the Mill shall make any assignment for the benefit of creditors, or become bankrupt or insolvent, or take the benefit of any Act now or hereafter in force for bankrupt or insolvent debtors; or, if the Mill is a corporation, and any order shall be

made for the winding up of the Mill or other termination of the corporate existence of the Mill; then in any such case this Agreement shall, at the option of CMSA, cease and determine and the Mill shall immediately cease using the Grade Stamp, and the Labeling Device shall be returned to CMSA, and the then current dues and assessments and other monies due to CMSA hereunder shall immediately become due and be paid, and CMSA may immediately claim the same together with any arrears then unpaid and any other amounts owing to CMSA by the Mill all under reserve of and without prejudice to all other rights, remedies and recourse of CMSA; and CMSA may without notice or any form of legal process forthwith enter upon the Plant and take possession of and remove there from the Labeling Device; the whole without prejudice to and under reserve of all other rights and recourse of CMSA to claim any and all loss, cost, and expense, including actual legal fees and other expense, sustained by CMSA in connection with the taking of possession of the Labeling Device.

11.3 If at any time CMSA brings an action to enforce the recovery of possession of the Labeling Device, or the recovery of the dues, assessments or any other amount due under the provisions of this Agreement, or arising out of any breach by act or omission of any covenant herein contained on the part of the Mill, and CMSA succeeds, the Mill shall pay to CMSA all expenses incurred by CMSA therefore, including without limitation, solicitor and own client costs in connection therewith.

11.4 No condoning, excusing or overlooking by CMSA of any default, breach or non observance by the Mill at any time or times in respect of any covenant herein contained shall operate as a waiver of CMSA's rights hereunder in respect of any continuing or subsequent default, breach or non observance, or so as to defeat or affect in any way the rights of CMSA herein in respect of any such continuing or subsequent default or breach, and no waiver shall be inferred from or implied by anything done or omitted by CMSA, save only an express waiver in writing.

11.5 All rights and remedies of CMSA contained in this Agreement, or conferred by statute or common law, shall be deemed to be cumulative and not alternative.

11.6 In the event the license granted by this Agreement is revoked, CMSA may in its discretion, upon such revocation or at any time thereafter, forthwith terminate this Agreement.

11.7 CMSA may terminate this Agreement without cause upon giving sixty (60) days prior notice in writing of such termination to the Mill, and the Mill shall return the Labeling Device to CMSA forthwith upon the expiry of the said sixty (60) day period.

11.8 When not in default hereunder, and upon payment to CMSA of all monies due to CMSA by way of dues, assessments or otherwise, the Mill may terminate this Agreement without cause upon giving sixty (60) days prior notice in writing of such termination to CMSA; Provided however that such termination by the Mill shall not be effective upon the expiry of the said sixty (60) day period unless the Mill shall during the sixty (60) day period, have returned the Labeling Device, and paid to CMSA all monies due to it hereunder or under the Constitution and Bylaws of CMSA.

11.9 Except as provided herein, the term of this Agreement shall be perpetual.

12. RE INSPECTIONS

12.1 The authorized representatives of CMSA, the CLSAB, the ALSC, and any Other Recognized Organizations shall have the right to require a re inspection of the Lumber at the Plant, at the destination of such Lumber, or wherever such Lumber is encountered.

12.2 The Mill shall be responsible for the per diem charge as set by CMSA from time to time, together with all costs and direct expense associated with such re inspection and/or regrading.

13. TRANSFER PROHIBITED

13.1 This Agreement cannot be assigned by the Mill and the license granted by this Agreement is not transferable by the Mill.

13.2 The Labeling Device shall at all times be retained at the Plant for use by the Mill at the Plant in accordance with this Agreement and shall not be loaned to any other person, firm or corporation, and shall not be used at any plant or location other than that specified in this Agreement even if such plant is owned or controlled by the Mill.

13.3 In the event of loss or theft of the Labeling Device, the Mill is solely and absolutely responsible for any claim, loss or damages arising from the unlawful use of the Labelling Device by a third party, and any cost incurred by CMSA in recovering the Labeling Device or protection the integrity of the Labeling Device or the Grade Stamp or the CMSA Mark.

14. AMENDMENTS

14.1 This Agreement may be amended by CMSA at any time and, if amended, the Mill agrees to accept and be bound by such amendment unless within ten (10) days after notice thereof has been received by the Mill, the Mill gives written notice to CMSA of its election to forthwith terminate this Agreement and with such notice of election returns the Labeling Device and pays all dues, assessments and other monies owing to CMSA up to the date of such notice.

15. DUES AND ASSESSMENTS

15.1 The Mill shall pay to CMSA such deposit as may be prescribed from time to time by CMSA and shall maintain such deposit at the level determined by CMSA from time to time while this Agreement is in effect. CMSA shall pay annually to the Mill interest at the rate of five (5%) per cent per annum, or such other rate as may be prescribed from time to time by CMSA, on the amount of the deposit maintained by the Mill with CMSA.

Upon termination of this Agreement for any reason, CMSA shall refund to the Mill the balance, if any, of such deposit remaining after CMSA has deducted from such deposit the amount of any monies due to CMSA by the Mill hereunder or under the Constitution and Bylaws of CMSA.

15.2 The Mill shall pay to CMSA as and when due all such dues as may be prescribed by the Directors of CMSA from time to time pursuant to the Constitution and Bylaws of CMSA.

15.3 The Mill shall pay to CMSA as and when due all such assessments based on the volume of Lumber shipped from the Plant as may be prescribed by the Directors of CMSA from time to time pursuant to the Constitution and Bylaws of CMSA.

15.4 Notwithstanding anything to the contrary contained herein or in the Constitution and Bylaws of CMSA, it is hereby specifically agreed and declared that the said deposit, dues, and assessments shall, inter alia, constitute part of the consideration paid by the Mill to CMSA for granting the license to use the Grade Stamp upon the terms and conditions herein set forth.

15.5 In the event this Agreement is terminated for any reason, or if the license herein granted is suspended or revoked for any reason, the Mill shall pay to CMSA the said dues and assessments and other monies, if any, due to CMSA up to the date of such termination, suspension or revocation; provided always that this obligation on the part of the Mill to pay such dues and assessments, other monies up to the date of such termination, suspension or revocation shall survive the termination of this Agreement, or the suspension or revocation of the said license.

16. NOTICES

16.1 Any notice, demand, request, consent or objection required or contemplated to be given or made by any provision of this Agreement shall be given or made in writing and shall be delivered personally to any director of the party to whom it is addressed or sent by registered mail posted in British Columbia, postage prepaid, addressed to the address of such party set forth on the first page of this Agreement, or to such other address as either party hereto may from time to time notify the other by notice in writing as herein set forth.

16.2 The time of giving or making of such notice, demand, request, consent or objection shall be: if delivered, when delivered; and if mailed, then on the third (3rd) business day after the day of mailing thereof (exclusive of Saturdays, Sundays and statutory holidays and any day on which the mail is not, because of labour dispute or otherwise, picked up, transmitted or dealt within the locality in which the same is posted, or is not, because of labour dispute or otherwise, dealt with or delivered in the locality to which the same is addressed, or is not, because of labour dispute or otherwise, transported between such localities).

17. GENERAL

17.1 This Agreement constitutes a license only for the use by the Mill of the Grade Stamp of CMSA subject to the terms and conditions hereof. The granting of this license shall

not constitute the Mill the agent of CMSA for any purpose whatsoever, nor shall the Mill make or attempt any representations or warranties to third parties on behalf of CMSA. The use of such Grade Stamp is for the Mill's sole benefit.

17.2 In addition to other consideration herein cited and as a material part of the consideration for the granting of this license, the Mill agrees to indemnify and save harmless CMSA from any and all claims, demands, liabilities and judgments including all costs, expenses and legal fees incurred by CMSA and/or the Council of Forest Industries which directly or indirectly may arise out of, be predicated upon, or result from the Mill's unauthorized or improper use or negligent use of the Grade Stamp licensed to it by CMSA, or arising from a failure on the part of the Mill to retain secure custody of the Grade Stamp or the Labelling Device. In the event any claim or demand is made or legal action commenced against CMSA with respect to the use of the Grade Stamp or the Labelling Device by the Mill, or arising from the failure of the Mill to retain custody of the Labelling Device, the Mill upon written request of CMSA shall forthwith assume the defense of the defendant or defendants so requesting. In the event of a trade-mark infringement dispute, regardless of the location, scope or effect of the alleged infringement, CMSA shall have the sole discretion to determine what, if any, action will be taken and the Licensee and Sublicensees shall have no right to take action or commence or conduct proceedings, or to compel CMSA to take any action.

17.3 It is specifically agreed and declared that the Standards, the Rules, and the Constitution and Bylaws of CMSA, as amended from time to time, are hereby incorporated into this Agreement and form part hereof, by this reference thereto.

17.4 In the event of conflict or non conformance of any part of this Agreement with the Standards, the Rules, or the Constitution and Bylaws of CMSA, as amended from time to time, the Standards, the Rules, or the Constitution and Bylaws of CMSA, as the case may be, shall govern, and such part of this Agreement shall be deemed to have been deleted, but the remainder of this Agreement shall be deemed to remain in full force and effect.

17.5 The terms and conditions hereof (together with the Standards, the Rules, and the Constitution and Bylaws of CMSA, referred to herein, the current edition of which and such amendments as may be made thereto from time to time shall be deemed to form a part hereof) constitute the entire agreement between CMSA and the Mill and shall supersede all previous communications, representations, agreements, or Grade Stamp Licensing Agreements, whether verbal or written between CMSA and the Mill with respect to the subject matter hereof.

17.6 This Agreement may not be modified except as herein explicitly provided or except by subsequent agreement in writing duly signed, sealed and delivered by the Mill and CMSA.

17.7 The Mill and CMSA hereby agree to do all such things and sign such further documents as may be reasonably necessary to carry out this Agreement according to its true nature and intent.

IN WITNESS WHEREOF, on the dates set forth below, the parties hereto have been signed by officers duly authorized in that behalf.

On behalf of Canadian Mill Services Association signed

this _____ day of _____, 200__
in the presence of:

Stuart Sing, AScT
General Manager
Canadian Mill Services Association

On behalf of the Mill, signed by the manager or officer duly authorized to sign on behalf of the mill;

this _____ day of _____, 200__
in the presence of:

_____ (signature)

_____ (name)

_____ (title)

_____ (Company)

_____ (Division)

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