

# **NORTH AMERICAN EXPORT GRAIN ASSOCIATION, INC.**

## **ADDENDUM NO. 2**

TO NORTH AMERICAN EXPORT GRAIN ASSOCIATION, INC., F.O.B. CONTRACT NO.2 ( NAEGA 2)  
ALSO APPLIES TO LOADING RATE GUARANTY ADDENDUM NO. 1 to the NAEGA 2 (ADDENDUM 1)  
(BOTH REVISED AS OF MAY 1, 2000)

## **ARBITRATION**

**Effective February 1, 2003**

This Addendum provides for definition of arbitration procedures applicable to the NAEGA 2 Contract and Addendum No. 1 (May 2000). Clause 30 of the NAEGA 2 and Clause 10 of Addendum 1 are amended to state:

Buyer and seller expressly agree that any controversy or claim arising out of, in connection with or relating to this contract, or the interpretation, performance or breach thereof, shall be settled by arbitration in the City of New York before the American Arbitration Association (AAA), or its successors, in accordance with the International Arbitration Rules of the American Arbitration Association, as those Rules may be in effect at the time of such arbitration proceeding, which Rules are hereby deemed incorporated herein and made a part hereof, and under the laws of the State of New York. The number of arbitrators shall be three. Each party shall designate one arbitrator from the list of Grain Arbitrators maintained and supplied by NAEGA. The two Party Appointed Arbitrators shall select a third panelist from the list of International Arbitrators maintained by the AAA and this person shall serve as Chairman of the panel. If the tribunal is not formed by this procedure, the AAA shall appoint the panel in the same manner, two arbitrators from the NAEGA supplied list of Grain Arbitrators and the Chairman of the panel from the AAA list of International Arbitrators. The language of the arbitration shall be English. In disputes involving a "string" of contracts, two or more arbitrations may be consolidated before the same tribunal, at the written request of any party. The tribunal in consolidated arbitrations shall be mindful of differences in terms between the various contracts and in the action of the parties, and vary the award from contract to contract, if indicated. The arbitration award shall be final and binding on the parties and judgment upon such arbitration award may be entered in the Supreme Court of the State of New York or any other court having jurisdiction thereof. Buyer and seller hereby recognize and expressly consent to the jurisdiction over each of them of the American Arbitration Association or its successors, and all of the courts of the State of New York. The parties agree that arbitration awards may be released by the AAA to the North American Export Grain Association, Inc., for distribution to the interested public. Buyer and seller agree that this contract shall be deemed to have been made in New York State and be deemed to be performed there, any reference herein or elsewhere to the contrary notwithstanding.