

supply, in a timely manner, the requisite Products at a price competitive under the circumstances;

15. Solicit non-Member producers to become Members;

16. Communicate and process export orders;

17. Procure, negotiate, contract, and administer transportation services for Products in the course of export, including overseas freight transportation, inland freight transportation from the packing house to the U.S. port of embarkment, leasing of transportation equipment and facilities, storing and warehousing, stevedoring, wharfage and handling, insurance, and freight forwarder services;

18. Arrange for trade documentation and services, customs clearance, financial instruments, and foreign exchange;

19. Arrange financing through private financial entities, government financial assistance and incentive programs and other arrangements;

20. Bill and collect monies from foreign buyers, and arrange for or provide accounting, tax, legal and consulting services in relation to Export Trade Activities and Methods of Operation;

21. Enter into exclusive agreements with non-Members to provide Export Trade Services and Export Trade Facilitation Services;

22. Open and operate overseas sales and distribution offices and companies to facilitate the sales and distribution of Products in the Export Markets;

23. Negotiate and enter into agreements with governments and foreign persons to develop countertrade arrangements, provided that this Certificate does not protect any conduct related to the sale of goods in the United States that are imported as part of any countertrade transactions;

24. Refuse to deal with or provide quotations to other Export Intermediaries for sales of Members' Products into Export Markets;

25. Require common marking and identification of Members' Products sold in Export Markets;

26. Exchange information as necessary to carry out Export Trade Activities and Methods of Operation, including:

(a) Information about sales, marketing efforts, and sales strategies in Export Markets, including pricing; projected demand in Export Markets for Products; customary terms of sale; and foreign buyer and consumer product specifications;

(b) Information about the price, quality, quantity, source and delivery

dates of Products available from WFE and its Members for export;

(c) Information about terms and conditions of contracts for sales in Export Markets to be considered and/or bid on by WFE and/or Members;

(d) Information about joint bidding opportunities;

(e) Information about methods by which export sales are to be allocated among WFE and/or Members;

(f) Information about expenses specific to exporting to and within Export Markets, including transportation, transshipments, inter-modal shipments, insurance, inland freight to port, port storage, commissions, export sales, documentation, financing and customs duties or taxes;

(g) Information about U.S. and foreign legislation and regulations, including federal marketing order programs that may affect sales to Export Markets;

(h) Information about WFE's or Members' export operations, including sales and distribution networks established by WFE or Members in Export Markets, and prior export sales by Members, including export price information; and

(i) Information about claims or bad debts by WFE's or Members' customers in Export Markets.

IV. Definitions

"Export Intermediary" means a person who acts as distributor, sales representative, sales or marketing agent, or broker, or who performs similar functions, including providing, or arranging for the provision of, Export Trade Facilitation Services.

V. Members (Within the Meaning of Section 325.2(l) of the Regulations)

Eola Cherry Company, Inc., Gervais, Oregon; Diana Fruit Co., Inc., Santa Clara, California; Johnson Foods Co., Inc., Sunnyside, Washington; and Oregon Cherry Growers, Inc., Salem, Oregon.

VI. Terms and Conditions of Certificate

1. Neither WFE nor any Member shall intentionally disclose, directly or indirectly, to any other Member any information about its or any other Member's costs, production, capacity, inventories, domestic prices, domestic sales, terms of domestic marketing or sale, or U.S. business plans, strategies, or methods, unless (1) such information is already generally available to the trade or public; or (2) the information disclosed is a necessary term or condition (e.g., price, time required to fill an order, etc.) of an actual or potential bona fide sale and the

disclosure is limited to the prospective purchasing Member.

2. Each Member shall determine independently of WFE and each other the quantity of Products each will make available for export or sell through WFE. WFE may not require any Member to accept any offer for sale or require any Member to export any minimum quantity of Products.

3. Any agreements, discussions, or exchanges of information under this Certificate relating to quantities of Products available for Export Markets, product specifications or standards, export prices, product quality or other terms and conditions of export sales (other than export financing) shall be in connection only with actual or potential bona fide export transactions or opportunities and shall include only those Members participating or having a genuine interest in participating in such transactions or opportunities, provided that WFE and/or the Members may discuss standardization of Products and Services for purposes of making bona fide recommendations to foreign governmental or private standard setting organizations.

4. Meetings at which WFE and Members allocate export sales and establish export prices shall not be open to the public.

5. Participation by WFE and/or Members in any Export Trade Activity or Method of Operation under this Certificate shall be entirely voluntary as to WFE and/or the Members, subject to the honoring of contractual commitments for sales of Products, Services or Technology Rights in specific export transactions. A Member may withdraw from coverage under this Certificate at any time by giving written notice to WFE, a copy of which WFE shall promptly transmit to the Secretary of Commerce and the Attorney General.

6. WFE and the Members will comply with requests made by the Secretary of Commerce on behalf of the Secretary or the Attorney General for information or documents relevant to conduct under the Certificate. The Secretary of Commerce will request such information or documents when either the Attorney General or the Secretary believes that the information or documents are required to determine that the Export Trade, Export Trade Activities and Methods of Operation of a person protected by this Certificate of Review continue to comply with the standards of section 303(a) of the Act.

VII. Protection Provided by Certificate

This Certificate protects WFE and its directors, officers, and employees acting on its behalf, as well as its Members,