

completely, and after the hearing, I broached both parties as to whether they would continue to discuss the issue to see if there was a middle ground. We spent the better part of four hours arguing, discussing, and negotiating the terms of the committee amendments. I can tell you this, basically, the committee amendments cut back the application of the bill, are modeled on part upon Iowa law, or are arrangements that were specifically made to deal with the Nebraska situation. Among the provisions is an agreement that should there be special tools which are required to be purchased by the dealer, that within three years of those purchase, purchases, rather, should the dealer go out of business, the supplier will buy them back at fair market value. After three years of purchase, there is no such obligation. There is, in addition, a buy-back of inventory of parts at 85 percent of the current price. Right now in the green copy of the bill that number is set at 90 percent. In the green copy of the bill, this, as I said, covered utility and construction equipment. That has been cut back to agricultural and industrial. Now we have also indicated that the termination rights are different than what are the green copy of the bill. The amendments indicate that the right to terminate, cancel, or fail to renew one of these dealer to supplier agreements, the power to do that is limited insofar as that option, one of those three options, is there because of a change in the dealer's competitive circumstance due to the results of conditions beyond the dealer's control, and that the condition renewal cannot be premised upon meeting capital construction requirements by the supplier that exceed the terms of the dealer's agreement in force on the effective day of the act. At one point, the green copy said that there could be no force or effect to supplier demands as to upkeep, if you will, of the operation, and the supplier wanted to be able to have some input as to the quality of the public persona, if you will, of the supplier; how well it was kept up, whether it was in a nice building where they had a good sign, those kinds of things, and that was our way to solve that. A supplier has good cause to terminate, cancel, or not renew an agreement with a dealer in the event the supplier has made, I am sorry, the dealer has made a material misrepresentation to the supplier. This can be at the time that the agreement is made or afterwards, as well. In addition, if the dealer fails to comply with a requirement imposed by the agreement and that requirement is also generally imposed upon similarly situated dealers in Nebraska, failure to meet that requirement would also be grounds, rather, for the termination, cancellation, or failure to renew the agreement. As you can