CWB

Effective September 1, 2006

Wheat

For office use only

2007-08 Basis Payment Contract (futures only) Sign-up Application

The sign-up deadline is November 1, 2007 at 7:30 a.m. Central Time.

This document forms part of the *2007-08 CWB Basis Payment Contract for Wheat: Terms and Conditions*.

Wheat committed to the Basis Payment Contract (BPC) programs must be delivered and settled in the 2007-08 crop year.

Wheat delivered into storage under 2006-07 CWB delivery contracts **cannot** be settled against a 2007-08 FPC or BPC.

Please complete all information in this area.

Producer's Name ("the *Producer*") as shown on the Delivery Permit

Producer's Identification No.	Producer's Telephone No.	Producer's Fax No.
	( )	( )
	Alternative Telephone No. (daytime/cell) ( )	

SIGN-UP

When signing up a 2007-08 Basis Payment Contract, you are committing tonnes as well as locking in a December 2007 futures value.

A) CLASS OF WHEAT

Please indicate the class of wheat. Choose only one class per application.

- ☐ Canada Western Red Spring (CWRS)
- ☐ Canada Prairie Spring White (CPSW)
- ☐ Canada Western Extra Strong (CWES)
- ☐ Canada Prairie Spring Red (CPSR)
- ☐ Canada Western Red Winter (CWRW)
- ☐ Canada Western Hard White Spring (CWHWS)
- ☐ Canada Western Soft White Spring (CWSWS)

B) TONNAGE COMMITMENT

Please indicate the *Net Tonnes* you wish to commit.

Net Tonnes (Wheat)

__________.000

Minimum of 20 tonnes

C) Force Majeure or "Act of God" clause - OPTIONAL

The force majeure clause will be available from September 1, 2006 at 2:30 p.m. C.T. until the earlier of May 1, 2007 at 7:30 a.m. C.T. or such time that the 100 000 tonne force majeure sign-up limit has been reached. The Force Majeure clause is not assignable to another producer. All other terms and conditions may be assigned after payment of the $3.00/tonne additional risk deduction.

☐ I wish to select the Force Majeure clause contained in the *2007-08 CWB Basis Payment Contract for Wheat: Terms and Conditions.*

By selecting this option upon sign-up, I understand that my **BPC lock-in value will be reduced by $3.00 per tonne,** to reflect the additional risk being assumed by the CWB. This amount will be deducted from all future CWB payments owing to me.

You will receive the futures price in effect at the time your fax is received.
Forms received after 7:30 a.m. Central Time will receive the next available price posted at 2:30 p.m. Central Time that day.

See *Important Dates and Conditions* on next page.

READ THE FOLLOWING PARAGRAPH CAREFULLY.

I (the *Producer*) have read the *2007-08 CWB Basis Payment Contract for Wheat: Terms and Conditions*. By completing this document and sending it to the *CWB,* I am selecting the option indicated. I agree that all of the said Terms and Conditions will apply to the option I have selected herein.

______________________________ Producer's Signature

______________________________ Position in Company (If Applicable)

______________________________ Date

FAX (204) 983-8031
Phone 1-800-275-4292
(7 a.m. to 6 p.m. Mon. - Fri. Central Time)

Important: Please keep the original for your records.

CWB

Basis Payment Contract (futures only) information for wheat

Important dates

The sign-up period is from September 1, 2006 to November 1, 2007 at 7:30 a.m. Central Time.
The Basis lock-in period is from February 26, 2007 to November 1, 2007 at 7:30 a.m. Central Time.

Wheat classes, reference grades and futures contracts offered for the 2007-08 crop year are:

Wheat Class	Reference Grade	Futures Contract
CWRS	No. 1 CWRS 13.5	Minneapolis Hard Red Spring
CWHWS	No. 1 CWHWS 13.5	Minneapolis Hard Red Spring
CWES	No. 1 CWES	Minneapolis Hard Red Spring
CPSR	No. 1 CPSR	Kansas Hard Red Winter
CPSW	No. 1 CPSW	Kansas Hard Red Winter
CWRW *	No. 1 CWRW Select 11.5	Kansas Hard Red Winter
CWSWS	No. 1 CWSWS	Chicago Soft Red Winter

* Starting in the 2007-08 crop year, the reference grade for CWRW is changing to No. 1 CWRW Select 11.5. This change was made to better reflect quality relationships to the U.S. hard winter values.

BPC payment example

A producer signs a Basis Payment Contract (December 2007 futures) for No. 1 CWRS 13.5, valued at $200 per tonne.
On March 1, 2007, the producer locks in a December 2007 basis of $24.00. The producer has now established a price of **$224.00** per tonne. In September, 2007, the producer delivers No. 2 CWRS 15.0 against the first 20 per cent delivery call issued for No. 2 CWRS 13.5 per cent or higher. The initial payment for No. 1 CWRS 13.5 is $145.00 and the initial payment for No. 2 CWRS 15.0 is $155.00. By applying the No. 2 CWRS 15.0 delivery against the BPC, the producer will receive a premium of $79.00 per tonne.

	$/Tonnes	$/Bushels
CWB initial payment for the grade delivered	$155.00	$4.22
BPC value for reference grade	224.00	6.10
CWB initial payment for reference grade	-145.00	-3.95
CWB additional payment	79.00	2.15
Total gross payments to producer	**$234.00**	**$6.37**

*Note: all values are in store St. Lawrence and Vancouver. Freight and handling from your delivery location must be deducted to arrive at a farmgate value.
An incremental payment may be added to the CWB additional payment for deliveries later in the crop year.

Transfer or buyout

If you wish to transfer or buy out your BPC for wheat, call the CWB at 1-800-275-4292.

1. You can transfer the outstanding tonnes of your contract to another producer who is willing to assume the terms and conditions of the contract. There is a $15 transaction fee to transfer a contract. This fee is charged to the assignor (original contract holder). The force majeure clause of a contract cannot be assigned. Please call the CWB to inquire about transfer opportunitites.
2. You can buy out the outstanding tonnes on the contract based on the current market factors. The formula by which the buy out price is calculated is equal to the greater of:

   {(Current futures + current adjustment factor + current basis) – (producer's locked in futures + producer's locked in adjustment factor + producer's locked in basis)}. If negative, equal to zero

   OR

   (Current futures – producer's locked in futures). If negative, equal to zero

   plus $15 administration fee

   Note: Buyouts between September 1, 2006 and February 26, 2007 will be based on the change in futures positions, as the basis and adjustment factor will be zero during this time period.
3. In the event of production loss resulting from a Force Majeure event, you can invoke the Force Majeure clause if you selected that option upon sign-up.

For more information, please see the attached *2007-08 CWB Basis Payment Contract for Wheat: Terms and Conditions.*

2007-08 CWB BASIS PAYMENT CONTRACT FOR WHEAT: *TERMS AND CONDITIONS*

1. DEFINITIONS

a. "*Actual Grade*" is the grade and/or protein of the *Wheat* actually delivered by the producer as reported on the Producer Certificate as defined in the Canadian Wheat Board Act.
b. *"Adjustment Factor"* is the value that adjusts the basis to reflect the sales position of the pool account with respect to the spot futures value as specified in the *Pricing Schedule.*
c. "*Approved Methods of Acceptance*" are as set out in paragraph 2.g. below.
d. *"Available Futures Months"* are those published in the *Pricing Schedule.*
e. "*BPC*" is the basis payment contract as provided for herein.
f. *"Basis Contract Month Expiry Date"* is the date on which the *Futures Price* expires and the date before which the producer must lock in a *Futures Price*, as specified in the *Pricing Schedule*.
g. "*Basis*" is the value identified as such in the *Pricing Schedule*.
h. "*Buy-out Price*" is the price available from the CWB from time to time at which the CWB will allow the producer to buy-out their obligations under this Agreement. The formula by which the *Buy-out Price* is calculated shall be equal to the greater of:

   {(current futures + current basis + current adjustment factor) - (producer's lock in futures + producer's lock in basis + producer's lock in adjustment factor)} if negative equal to zero

   and

   (current futures - producer's lock in futures) if negative equal to zero.

   In addition, the producer will be charged an administration fee of $15 per transaction.

i. "*CWB Act*" means *The Canadian Wheat Board Act*, as amended.
j. "*Contract Date*" is the date on which the producer enters into a *BPC* and commits the *Net Tonnes.* If the producer elects to have the Force Majeure provision included in the Agreement, the producer must do so on the *Contract Date.*
k. "*Delivery Opportunities*" are the opportunities for the delivery of *Wheat* through CWB delivery calls made by the CWB from time to time during the 2007-08 crop year. Delivery and settlement must occur within the 2007-08 crop year.
l. *"Fax Form"* means the following forms, as applicable: the "2007-08 Basis Payment Contract Sign-up", the 2007-08 Basis Payment Contract Futures Price or Basis Lock-in", the "2007-08 Basis Payment Contract Target Pricing", and the "2007-08 Basis Payment Contract Futures Month Rollover" form.
m. *"Feed Wheat"* is CW Feed, No. 4 CWRS, No. 3 CWSWS and No. 4 CWHWS.
n. *"Feed Wheat Discount"* is the value identified as such in the *Pricing Schedule* that adjusts the BPC payment set out in paragraph 6.3. (a) for delivery of *Feed Wheat* based on the *Settlement Date*.
o. *"Force Majeure Deduction"* means if the producer elected to include the *Force Majeure* provision in the Agreement, a deduction of $3.00 per *Net Tonne* will be deducted from payments owing by the CWB to the producer on account of the additional risk that is being assumed by the CWB.
p. *"Force Majeure Event"* means an event such as severe flooding, hail, lightening, fire, terrorism, war or any other event of any kind whatsoever beyond the control of the producer which limits the production of *Wheat*.
q. "*BPC Sign-up Expiry Date*" is 7:30 a.m. November 1, 2007, such other date as the CWB designates. If the producer elects to have the *Force Majeure* provision form part of the terms and conditions of this Agreement, the producer must sign up on or before 7:30 a.m. May 1, 2007 or by such other time as the CWB designates.
r. "*Futures Price*" is the price, published by the CWB, that the producer can apply to all or a portion of the *Net Tonnes* by locking in that price in pursuant to this Agreement.
s. "*Incremental Payment*" is an amount identified as such in the *Pricing Schedule*.
t. "Initial Payment" is the payment made by the CWB or its agents at the time of delivery for *Wheat* of the *Actual Grade* in accordance with the *CWB Act*.
u. "*Net Tonnes*" is the number of net tonnes of *Wheat* that the producer has signed-up under the *BPC* and has agreed to deliver to the CWB. The *Net Tonnes* must be a minimum of 20 net tonnes.
v. "*Option Payment*" is the amount that the producer will be paid for the *Net Tonnes* as set out herein in respect of the BPC as applicable, instead of any and all payments that would have been made to the producer in respect of the *Net Tonnes* through participation in the CWB Pool Account.
w. "*Pricing Damages*" means the amount calculated using *the Buy-out Price* as of July 31, 2008.
x. "*Pricing Schedule*" is the schedule published by the CWB from time to time that identifies: the *Incremental Payments* being offered at that time; the *Basis* being offered at that time; the *Adjustment Factor* being offered at that time; the *Futures Prices* being offered at that time; the *Basis Contract Month Expiry Dates;* the *Reference Grades; Force Majeure* and the applicable *Feed Wheat Discounts.*
y. "*Reference Grade*" is as set out in the *Pricing Schedule*.
z. "*Rollover Adjustment*" is an adjustment that is made to the *Basis* when a producer enters into a rollover transaction to reassess the contracted Basisand is the difference between the contracted *Basis* month *Futures Price* and the *Futures Price* for the month that the contract is being rolled into on such date.
aa. "*Settlement Date*" is the date on which a Producer Certificate, as defined in the *CWB Act*, is issued in respect of *Wheat* priced under a *BPC.*
bb. *"Target Price"* is the *Futures Price* or *Basis* at which the producer indicates to the CWB that he/she is willing to accept the offer.
cc. *"Wheat"* is all grades and classes of wheat except durum, sample grades and mixed grain.

2. OFFER AND ACCEPTANCE

a. In accordance with these Terms and Conditions, the CWB offers to pay the producer the *Option Payment* for the *BPC* as calculated according to the relevant payment formula set out in paragraph 6.4 below subject to the conditions outlined in paragraph 2.d. below (the "*Offer*").
b. The *Offer* is open for acceptance by the producer from September 1, 2006, until the earlier of 7:30 a.m. (CST) on November 1, 2007 and such time as the Offer is withdrawn by the CWB in its sole discretion. The CWB reserves the right to withdraw the *Offer* at any time and without prior notice.
c. The CWB will *Offer* the *Basis* for acceptance by the producer from February 26, 2007, until the earlier of 7:30 a.m. (CST) on November 1, 2007 and such time as the *Offer* is withdrawn by the CWB in its sole discretion. The CWB reserves the right to withdraw the *Offer* at any time and without prior notice.

d. The CWB reserves the right to reject an individual's acceptance of the Offer in its sole discretion for any reason including where the producer has outstanding *Pricing Damages* on a previous payment options contract. The CWB may declare a producer ineligible to participate in this contract and may refuse to enter into a contract with such producer.
e. The producer's acceptance of the *Offer* will not be valid unless it is made in strict compliance with one of the *Approved Methods of Acceptance*.
f. The producer's acceptance of the *Offer* will not be valid unless it is actually received at the head office of the CWB prior to the withdrawal of the *Offer* or the expiration of the time for acceptance, whichever comes first.

g. The *Approved Methods of Acceptance* are:
   i. Telephoning the CWB at 1-800-275-4292 and following the instructions of the CWB operator when asked to provide the producer's 10-digit CWB identification number and confidential Personal Identification Number (PIN) and indicating the number of tonnes and class of *Wheat* sign-up, locking in [as] or rollover transaction to reassess the Basis value for the *Net Tonnes*. The CWB's records of such telephone call, including any written confirmation, are conclusive and binding on the Producer.
   ii. Faxing a *Fax Form* to the CWB at 1-204-983-8031. The *Fax Form* must be completed fully and accurately and the producer must sign it. In the event of any uncertainty as to the information provided by the producer in the "Fax Form", the CWB may, in its sole discretion, reject the acceptance, the lock-in, or rollover, as invalid. The *Fax Form* will be deemed to have been received at the time printed on the fax by the CWB's fax machine.
   iii. The producer may telephone or fax his/her *Target Price* using either of the methods setout in (i) or (ii) above.

3. LOCKING IN BPC VALUES

3.1. LOCKING IN THE BPC VALUE

a. The producer must lock in the Basis Value or the Futures Value on the *Contract Date* in accordance with the *Pricing Schedule* in effect on that date; and
b. If a producer locked in the Basis Value on the *Contract Date* he/she must lock in a Futures Value as specified in the *Pricing Schedule* on or before the *Basis Contract Month Expiry Date*. In the alternative, if the producer locked in the Futures Value on the *Contract Date* he/she must lock in the Basis Value as specified in the Pricing Schedule on or before 7:30 a.m. (CST) November 1, 2007.

3.2. The *Adjustment Factor* is automatically locked in on the *Contract Date*.
3.3. The producer must lock in the said values indicated in 3.1 above in accordance with the Approved Methods of Acceptance.

4. CWB's OBLIGATIONS

The CWB agrees as follows:

a. To guarantee that it will accept delivery of the *Net Tonnes* contracted for pursuant to this Agreement. If sufficient *Delivery Opportunit*ies are not provided during the 2007-08 crop year, the CWB will provide additional delivery opportunities. However, the CWB is not obliged to accept delivery of the *Net Tonnes* unless it is satisfied, in its sole discretion, that the producer took full advantage of all *Delivery Opportunities* for *Wheat* that were available to the producer from time to time during the 2007-08 crop year for which the *BPC* was chosen.
b. To pay the producer in accordance with the terms herein contained in respect of the *BPC*.

5. PRODUCER'S OBLIGATIONS

a. The producer undertakes to deliver the *Net Tonnes* in accordance with the CWB's *Delivery Opportunities* and this Agreement.
b. The producer acknowledges that, except to the extent that any provisions may be inconsistent, this Agreement does not alter the producer's obligations under any delivery contract entered into between the producer and the CWB. The producer agrees that this shall be the case regardless of whether such delivery contract is entered into prior to or subsequent to the producer entering into this Agreement. In the event of such an inconsistency, the provisions of this Agreement will prevail.
c. For the sake of clarity, the producer acknowledges that the only payment they will receive in respect of the *Net Tonnes* is the *Option Payment*.
d. The producer undertakes to use his best efforts to deliver to the CWB the class of *Wheat* specified in this Agreement.

6. PRICING

6.1. Subject to paragraph 6.4(a)(i) below, the producer may lock-in a *Basis* or a *Futures Price* for all or a portion of the *Net Tonnes* to which the price available at the time is to apply at the value indicated on the *Pricing Schedule* on such date.
6.2. Beginning August 1, 2006, the producer may roll forward or backward all or a portion of the *Net Tonnes* to other Available Futures Months (the "Rollover").

6.3 Payment

a. The *Option Payment* for a *BPC* is calculated as follows for each *Net Tonne* of *Wheat*:
   i. Add the aggregate *Basis* amount (including any adjustments to the *Basis* resulting from *Rollovers*, as applicable);
   ii. Add the *Incremental Payment* shown in the *Pricing Schedule* in effect on the *Contract Date* that corresponds to the *Settlement Date*;
   iii. Add the Futures Price;
   iv. Add the *Adjustment Factor* in effect on the *Contract Date*.

   If the producer has locked in multiple deliveries, with respect to each delivery the *Futures Prices* and/or *Basis*, as applicable, will be applied on a first in, first applied basis;

   v. Adjust the CWB's Grade and/or Protein Spread between the *Initial Payments* and the difference between the *Reference Grade* and the *Actual Grade*;
   vi. Subtract the administration fee shown in the *Pricing Schedule* for *Rollovers Adjustments* (if applicable). An administration fee of $1 per tonne is charged for each *Rollover Adjustment*;
   vii. Subtract the *Feed Wheat Discount*, if applicable, delivered as specified in *Pricing Schedule* on the *Settlement Date*; and
   viii. Subtract all deductions authorized under the *Canadian Wheat Board Act* or under this Agreement or otherwise required by law, including, without limitation; the *Force Majeure Deduction*, if applicable, deductions under the *Agricultural Marketing Programs Act*, the *Prairie Grain Advance Payment Act* and the *Spring Credit Advance Program*.

b. If the *Initial Payment* less the *Option Payment* results in a positive number the CWB agrees to forthwith pay same to the producer. If the *Initial Payment* less the *Option Payment* results in a negative number such amount will be deducted from future payments owing to the producer.

6.4 Designating the *Net Tonnes*

a. The producer undertakes to designate at the time of delivery the *Net Tonnes* to be priced under the *BPC*. Such designation must be made on or before the *Settlement Date* and shall be made by providing the contract number of the *BPC* to the CWB's agent at the location where the *Wheat* is delivered. Settlement must occur within the 2007-08 crop year.

7. FORCE MAJEURE

a. A producer who has elected to include the *Force Majeure* provision in this *Agreement* and who is unable to deliver all or a portion of the *Net Tonnes* as a result of severe flooding, hail, lightening, fire, terrorism, war or by any other cause of any kind whatsoever beyond the control of the producer which limits the producer's *Wheat* production, will be relieved of his/her obligations thereunder to the extent of the production loss and will not be required to pay *Pricing Damages* relative to same.
b. A producer who has entered into a *BPC* with the *Force Majeure* provision must deliver against that contract in priority to all other contracts for like varieties of *Wheat*.
c. A producer must determine on the *Contract Date* whether to have included in the terms and conditions the *Force Majeure* provision.
d. A producer may enter into a *BPC* containing the *Force Majeure* provision on or before 7:30 a.m. (CST) on May 1, 2007.
e. A producer may only enter into a *BPC* with the *Force Majeure* provision for up to 50 per cent of his anticipated production. If the producer signs up tonnes in excess of 50 per cent of his anticipated production, the producer will be charged the *Force Majeure Deduction* on all of the *Net Tonnes*, however the provision will be of no force and effect for each *Net Tonne* which exceeds 50 per cent of his/her anticipated production.
f. The producer will be charged the *Force Majeure Deduction* in consideration for the inclusion of the Force Majeure provision in the Agreement to reflect the additional risk that is being assumed by the CWB.
g. A *BPC* containing the *Force Majeure* provision is not assignable. A producer may assign the contract provided that he has paid the *Force Majeure Deduction* on each of the *Net Tonnes* and both he and the assignee have acknowledged that the Force Majeure provision is of no force and effect.
h. A producer must notify the CWB within 15 days of the occurrence of a *Force Majeure Event*, and the producer must prove to the CWB's satisfaction that a *Force Majeure Event* occurred which limited the producer's production.

8. DEFAULT

a. The producer shall be deemed to be in default under the *BPC* if the producer fails, for any reason, to deliver all of the *Net Tonnes* through *Delivery Opportunities*. If the CWB, in its sole discretion, determines that the producer has fully utilized all of the available *Delivery Opportunities*, additional delivery opportunity will be provided.
b. In the event that the producer is in default, the CWB may cancel the *BPC* and any or all other *contracts* to which the CWB and the producer are party.
c. Further, the producer shall pay *Pricing Damages* to the CWB to compensate the CWB for its actual losses incurred as a result of the producer's default. Such *Pricing Damages* shall be equal to the *Buy-out Price* in effect at the time of such default. The producer is responsible to deliver 100 per cent of the contracted *BPC* tonnage and any shortfall is subject to *Pricing Damages*.
d. In the event that the producer is in default as a result of their failure to deliver the *Net Tonnes* the *Pricing Damages* assessed in accordance with this paragraph will be paid in addition to any liquidated damages which may be assessed pursuant to any delivery contract entered into with the CWB.
e. The producer and the CWB agree that *Pricing Damages* determined in this manner are a genuine pre-estimate of the actual damages the CWB will incur as a result of the default by the producer and that such damages are not a penalty.
f. *Pricing Damages* may be set-off by the CWB against any and all amounts that may become payable to the producer by the CWB, and/or against the proceeds of any and all deliveries made by the producer under the producer's delivery permit, or under any and all delivery permits in which the producer has an interest and is considered as a *Related Producer*. Any such delivery permit may be so endorsed.

9. GENERAL PROVISIONS

a. This Agreement constitutes the entire Agreement between the CWB and the producer with respect to the pricing of the *Net Tonnes*. There are no representations, warranties, terms or conditions, whether express or implied, beyond those contained herein. There shall be no changes or modifications to this Agreement unless they are made in writing, and signed by both the producer and the CWB. For the sake of clarity, the term "this Agreement" as used herein shall include the *Fax Form* and the *Pricing Schedule*.
b. If any provision, or part thereof, of this Agreement is determined to be void, invalid, or unenforceable, it will be severed and will not void, invalidate, or make unenforceable any other provision of this Agreement.
c. This Agreement shall be governed and construed in accordance with the laws of the Province of Manitoba and the courts of the Province of Manitoba shall have exclusive jurisdiction in the case of any dispute.
d. The producer represents that they are of the age of majority in the Province in which they reside. Where the producer is a corporation, partnership, cooperative or other business entity, the producer and the person signing on behalf of the producer represent that the person signing on behalf of the producer are of the age of majority in the Province in which the producer resides.
e. This Agreement shall enure to the benefit of the heirs, administrators, executors, legal representatives, successors and permitted assigns of the producer and the CWB. However, no assignment of this Agreement by the producer will bind the CWB without its prior written consent.
f. If the producer is a corporation, partnership, cooperative or other business entity, this Agreement must be signed in the entity's name and the authorized officer, agent or partner(s) who sign(s) on behalf of the entity must state their position and authority.
g. The producer shall fully indemnify the CWB for any and all legal expenses associated with the enforcement of this Agreement on a solicitor client basis.
h. If the payment received by the producer in respect of deliveries made against this Agreement exceeds the *Option Payment*, the CWB has the right to set-off against any and all amounts that may become payable to the producer by the CWB, and/or against the proceeds of any and all deliveries made by the producer under the producer's delivery permit. Any such delivery permit may be so endorsed.
i. The exercise by the CWB of any right or remedy provided herein shall not affect any other remedy that the CWB may have for the same default. Nor shall the failure of the CWB to exercise any right or remedy be considered a waiver of any right or remedy it may have.
j. Any deliveries made against this Agreement may be made to the benefit of any producer listed under the producer's permit book.
k. Time shall be of the essence of this Agreement.
l. The producer may, at any time after entering into this Agreement, buy out his or her obligations hereunder by paying the CWB the *Buy-out Price*.
m. The producer (assignor) may assign all of the rights and obligations of the producer under this Agreement to another producer (assignee) upon the receipt of written consent from the CWB subject to paragraph 7.(g). The producer will be charged an administration fee of $15 per transaction.