CWB

Effective August 15, 2007 **Selected barley**

2007-08 Basis Payment Contract Futures Month Rollover

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

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) ( )	

Futures Month Rollover

I have an existing *Basis* contract for ________________ (type of grain) under the Futures month of ____________________.

I wish to roll the Futures Month to: ☐ December 2007 ☐ March 2008 ☐ May 2008 ☐ July 2008

Contract Number	*Net Tonnes (Selected barley)*
	__________.000 **Minimum of 20 tonnes**

Your basis will be adjusted based on the futures prices in effect at the time your fax is received.

READ THE FOLLOWING PARAGRAPH CAREFULLY.

I (the *Producer*) have read the *2007-08 CWB Basis Payment Contract* for Selected Barley*: 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 rollover 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.

Basis Payment Contract rollover information for selected barley

If you have not locked in your *Futures Price* or rolled your basis contract to a later futures month by the *Basis Contract Month Expiry Date*, the *Futures Price* will automatically be locked in.

Basis Contract Month Expiry Dates are:

Futures Month	Basis Contract Month Expiry Date
December 2007	7:30 a.m. November 30, 2007
March 2008	7:30 a.m. February 29, 2008
May 2008	7:30 a.m. April 30, 2008
July 2008	7:30 a.m. June 30, 2008

Rollover option

Starting August 1, 2007, basis contracts may be rolled between December 2007, March 2008, May 2008 and July 2008 futures months. When a basis is rolled, it is adjusted to reflect the difference between futures values. A $1.00 per tonne administration fee applies.

Rollover example

A producer locks in a selected barley December basis at $33.31 per tonne over the Winnipeg Western Barley futures. On September 15, the producer checks the settlement prices on the pricing schedule and finds that the December futures settled at $131.35 Cdn per tonne and the July futures settled at $136.35 Cdn per tonne.
If the producer rolled the basis on that day, the adjusted basis would be $28.31 per tonne ($5 per tonne less).
This is due to the carry between December and July futures.

Calculation

Rollover adjusted basis = original basis +(current basis month futures - new basis month futures)
= $33.31 + ($131.35 - $136.35)
= $33.31 - $5
= $28.31

	Original December basis	December futures	July futures	Futures spread	Adjusted July basis
Carry	$33.31	$131.35	$136.35	$-5	$28.31
Inverted	$33.31	$131.35	$126.35	$5	$38.31

However, if the futures market were inverted by $5 per tonne, i.e. the December futures trading above the July futures, the producer's basis would improve by $5 per tonne, to $38.31 per tonne over the futures price.

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

1. DEFINITIONS

a. *"Actual Grade"* is the grade of the *Selected Barley* 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 price 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.f. 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. *"Buyout 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 *Buyout 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 *Selected Barley* through contract calls made by the selector, named in the *SBSDC*, 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 Application", the "2007-08 Basis Payment Contract Futures Price or Basis Lock-in", the "2007-08 Fixed Price Contract and Basis Payment Contract Target Pricing", the "2007-08 Target Pricing Order Cancellation", the "2007-08 Basis Payment Contract Futures Month Rollover" and the "2007-08 Fixed Price Contract and Basis Payment Contract Quality Transfer".
m. *Feed Barley* is No. 1 Canada Western (CW) and No. 2 CW Feed Barley.
n. *"BPC Sign-up Expiry Date"* is 7:30 a.m. Central Time (CT) on November 1, 2007, or such other date as the CWB designates
o. *"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 pursuant to this Agreement.
p. *"Incremental Payment"* is an amount identified as such in the *Pricing Schedule*, representing the producer's time value of money for deferred delivery.
q. *"Initial Payment"* is the payment made by the CWB or its agents at the time of delivery for *Selected Barley* of the *Actual Grade* in accordance with the *CWB Act*.
r. *"Net Tonnes"* is the number of net tonnes of *Selected Barley* 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.
s. *"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.
t. *"Pricing Damages"* means the amount calculated using the *Buyout Price* as of July 31, 2008.
u. *"Pricing Schedule"* is the schedule published by the CWB from time to time that identifies: the *Incremental Payment* being offered at that time; the *Basis* being offered at that time; the *Adjustment Factor* being offered at that time; the *Futures Price* being offered at that time; the *Basis Contract Month Expiry Date;and* the *Reference Grade.*
v. *"Reference Grade"* for two-row barley is Standard Select Two-Row; for six-row barley it is Standard Select Six-Row.
w. *"Rollover Adjustment"* is an adjustment that is made to the *Basis* when a producer enters into a rollover transaction to reassess the contracted *Basis* and 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.
x. *"Selected Barley"* is barley that has been selected and accepted for use as pot barley or in malting or pearling, except sample grades.
y. *"SBSDC"* is the 2007-08 Selected Barley Storage and Delivery Contract.
z. *"Settlement Date"* is the date on which a Producer Certificate, as defined in the *CWB Act*, is issued in respect of *Selected Barley* priced under a *BPC.*
aa. *"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.
bb. *"Transfer Date"* is the date the producer initiates the Quality Transfer option of this Agreement.

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 6.3 below subject to the conditions outlined in paragraph 2.c. below (the *"Offer"*).
b. The *Offer* for is open for acceptance by the producer from August xx, 2007, until the earlier of 7:30 a.m. (CT) 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 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.
d. 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*.
e. 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.
f. 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 of *Selected Barley* for sign-up, lock-in, Quality Transfer 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, rollover, or Quality Transfer 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 set out 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* or the *Futures Price* on the *Contract Date* in accordance with the *Pricing Schedule* in effect on that date; and
b. If a producer locked in the *Basis* on the *Contract Date* he/she must lock in a *Futures Price* 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 Price* on the *Contract Date* he/she must lock in the *Basis* as specified in the *Pricing Schedule* on or before 7:30 a.m. (CT) on 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 one of the *Approved Methods of Acceptance*.

4. CWB'S OBLIGATIONS

b. The CWB agrees 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 greater certainty, the producer acknowledges that the only payment he will receive in respect of the *Net Tonnes* is the *Option Payment*.

6. PRICING

6.1. Subject to paragraph 6.3(b)(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, 2007, 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 producer will be paid the *Initial Payment* in effect on the *Settlement Date* for the *Actual Grade* of *Selected Barley* delivered.
b. The *Option Payment* for a *BPC* is calculated as follows for each *Net Tonne* of *Selected Barley*:
    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* or the *Transfer Date,* if applicable.

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

    v. Adjust for the CWB's grade spread between the *Reference Grade* and the *Actual Grade* based on the *Initial Payment* on the *Settlement Date*;
    vi. Subtract the administration fee shown in the *Pricing Schedule* for *Rollover Adjustments,* if applicable. An administration fee of $1 per tonne is charged for each *Rollover Adjustment*;
    vii. Subtract all deductions authorized under the *CWB Act* or under this Agreement or otherwise required by law, including, without limitation, deductions under the *Agricultural Marketing Programs Act*, the *Prairie Grain Advance Payment Act* and the *Spring Credit Advance Program*.
c. If the *Option Payment* less the *Initial Payment* results in a positive number the CWB agrees to forthwith pay same to the producer. If the *Option Payment* less the *Initial Payment* results in a negative number such amount will be deducted from future payments owing to the producer.

6.4 Designating the *Net Tonnes*

Deliveries of *Selected Barley* made against an *SBSDC* after the *Contract Date* of the *BPC* will be automatically applied to this Agreement until all of the *Net Tonnes* have been delivered. Settlement must occur within the 2007-08 crop year.

7. QUALITY TRANSFER

a. A producer who has entered into a *Selected Barley BPC* and who subsequently has the *Selected Barley* rejected under an *SBSDC,* may transfer the obligations of the *Selected Barley BPC* to a *Feed Barley BPC.* The producer will be charged an administration fee of $15 per transaction.
b. Quality Transfers may be for all or a portion of the *Net Tonnes* but must be a minimum of 20 tonnes.
c. The Quality Transfer must be completed in the 2007-08 crop year.
d. The producer's exercise of the Quality Transfer clause will not be valid unless it is made in strict compliance with one of the *Approved Methods of Acceptance*.
e. The producer's *BPC* values for each *Net Tonne* transferred to the *Feed Barley BPC* will be adjusted on the *Transfer Date* as follows.
    i. The *Futures Price* locked in (if applicable) for *Selected Barley* will be transferred to the *Feed Barley BPC;*
    ii. The *Basis* locked in (if applicable) for *Selected Barley* will be replaced with the *Basis* for *Feed Barley* shown in the *Pricing Schedule* on the *Transfer Date,* to reflect the quality change; and
    iii. The *Adjustment Factor* for *Feed Barley* shown in the *Pricing Schedule* on the *Transfer Date* will be applied to the *Feed Barley BPC.*
f. The *Option Payment* will be calculated using the *Incremental Payment* for *Feed Barley* shown in the *Pricing Schedule* on the *Contract Date.*
g. The producer is subject to the Terms and Conditions of the *Feed Barley BPC* upon exercising the Quality Transfer.
h. Any *Net Tonnes* transferred from a *Selected Barley BPC* to a *Feed Barley BPC* are no longer eligible for selection under an *SBSDC* and are subject to immediate delivery.

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*.
b. In the event that the producer is in default under paragraph 8.a. above, the CWB may cancel the *BPC* and any or all other contracts to which the CWB and the producer are party.
c. 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 *Buyout 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 all of 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 greater certainty, 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 only be made for the benefit of the producer who holds the 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 *Buyout 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. The producer will be charged an administration fee of $15 per transaction.