CWB

Effective November 22, 2007

Feed barley
Pool B

For office use only

2007-08 Fixed Price Contract Sign-up Application

The sign-up deadline is 7:30 a.m. Central Time (CT) February 29, 2008.

This document forms part of the 2007-08 CWB Fixed Price Contract for Feed Barley: Terms and Conditions.
Feed barley committed to the Fixed Price Contract (FPC) program must be delivered and settled in Pool B the 2007-08 crop year.

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) ( )	

FEED BARLEY - FIXED PRICE (COMMITMENT)

A) Please indicate the *Net Tonnes* you wish to commit for Pool B.

Net Tonnes (Barley)
__________.000
Minimum of 20 tonnes

Important:
This is a pricing contract only. A separate Gururanteed Delivery Contract (GDC) for feed barley must also be signed.

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

See *Important Dates and Conditions* on next page.

READ THE FOLLOWING PARAGRAPH CAREFULLY.
I (the *Producer*) have read the 2007-08 CWB Fixed Price Contract for Feed 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 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.

Fixed Price Contract information for feed barley

Sign-up dates

For delivery into Pool B, the sign-up period for a feed barley FPC is from 7:30 a.m. CT November 1, 2007 until February 29, 2008 at 7:30 a.m. CT.

Eligible grades

No. 1 and No. 2 CW Barley are eligible for delivery against the FPC. Based on the initial price spread with No. 1 CW Barley, a discount for No. 2 CW Barley will be applied at the time of delivery.

Designating deliveries for payment

On delivery, advise the elevator agent to apply the delivery to the FPC. If you have multiple Producer Payment Option (PPO) contracts, be sure to advise the elevator agent to correctly split cash purchase tickets, so that each contract is exactly filled. Because the CWB cannot split elevator cash purchase tickets, any overage is automatically applied to the pool account.

Payment

At the time of delivery, you receive the initial payment (less freight and handling) at the elevator for the grade delivered. The CWB will issue an additional payment within 10 business days of receiving the delivery information from the elevator agent. The additional payment is equal to the FPC contract value less the initial price for the reference grade plus an incremental payment to compensate for the time value of money associated with deliveries made later in the crop year. Feed barley delivered against an FPC is not eligible for further adjustment, interim or final payments.

FPC payment example

A producer signs a feed barley FPC on November 20, at a value of $135 per tonne. The producer will commit to a Guaranteed Delivery Contract (GDC) when they become available. In December, the producer delivers No. 2 CW Feed Barley against his or her GDC. The initial payment for No. 1 CW Barley is $100 per tonne, and $90 per tonne for No. 2 CW Barley. By applying the No. 2 CW Barley against his or her FPC, the producer will receive a discount of $10 per tonne, plus an incremental payment of $0.35 per tonne, resulting in an FPC value of $125.35 per tonne.

	Tonnes	**Bushels**
CWB initial payment for the grade delivered	$90.00	$1.96
FPC value for the reference grade	135.00	2.94
CWB initial payment for reference grade	-100.00	-2.18
Incremental payment	+0.35	+0.01
CWB additional payment	35.35	.77
Gross payments to producer	**$125.35**	**$2.73**

*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.

Changing contract commitments

1. You can assign the outstanding tonnes of your contract to another producer who is willing to assume the terms and conditions of the contract. All assignments are subject to a $15 administration fee per transaction. This fee is charged to the assignor (original contract holder). The force majeure clause of a contract cannot be assigned.
2. You can buy out the outstanding tonnes on your contract based on current market factors. The posted values on the date the buyout is initiated will be used to calculate the buyout cost. All buyout transactions are subject to a $15 administration fee per transaction.

To exercise any of these options, call the CWB at 1-800-275-4292

2007-08 CWB FIXED PRICE CONTRACT FOR FEED BARLEY: *TERMS AND CONDITIONS*

1. DEFINITIONS

a. *"Actual Grade"* is the grade of the *Feed Barley* actually delivered by the producer as reported on the Producer Certificate, as defined in *The Canadian Wheat Board Act*.
b. *"Adjustment Factor"* is one of the price components of the *Fixed Price* that adjusts the price to reflect the sales position of the pool account with respect to the spot futures value as shown in the *Pricing Schedule.*
c. *"Approved Methods of Acceptance"* are as set out in paragraph 2.f. below.
d. *"Basis"* is one of the price components of the *Fixed Price* as shown in the *Pricing Schedule.*
d. *"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.
e. *"CWB Act"* means *The Canadian Wheat Board Act*, as amended.
f. *"Contract Date"* is the date on which the producer enters into an FPC and commits the *Net Tonnes* to the *FPC*
g. *"Delivery Opportunities"* are the opportunities for the delivery of *Feed Barley* 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 pool delivery period in which the *Feed Barley* was committed to the *FPC*.
h. *"Fax Form"* means the following forms, as applicable: the "2007-08 Fixed Price Contract Sign-up Application", the "2007-08 Fixed Price Contract and Basis Payment Contract Target Pricing Application", "2007-08 Target Pricing Order Cancellation" and the "2007-08 Fixed Price Contract and Basis Payment Contract Quality Transfer".
i. *"Feed Barley"* is No. 1 Canada Western (CW) and No. 2 CW Feed Barley.
j. *"Fixed Price"* is the price identified as such in the *Pricing Schedule*.
k. *"FPC"* is the fixed price contract as provided for herein.
l. *"FPC Sign-up Expiry Date"* is 7:30 a.m. Central Time (CT) on November 1, 2007 for *Pool A Feed Barley* and 7:30 a.m. (CT) on February 29, 2008 for *Pool B Feed Barley*, or such other date as the CWB designates.
m. *"Futures Price"* is one of the price components of the *Fixed Price* as shown in the *Pricing Schedule.*
n. *"Incremental Payment"* is an amount identified as such in the *Pricing Schedule*, representing the producer's time value of money for deferred delivery.
o. *"Initial Payment"* is the payment made by the CWB or its agents at the time of delivery for *Feed Barley* of the *Actual Grade* in accordance with the *CWB Act*.
p. *"Net Tonnes"* is the number of net tonnes of *Feed Barley* that the producer has signed up under the *FPC* and has agreed to deliver to the CWB. The *Net Tonnes* must be a minimum of 20 net tonnes.
q. *"Option Payment"* is the amount that the producer will be paid for the *Net Tonnes* as set out herein in respect of the *FPC* 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.
r. *"Pool A"* is the delivery period for *Feed Barley* that runs from August 1, 2007 to January 31, 2008 inclusive.
s. *"Pool B"* is the delivery period for *Feed Barley* that runs from February 1, 2008 to July 31, 2008 inclusive.
t. *"Pricing Damages"* means the amount calculated using the *Buyout Price* as of January 31, 2008 for *Pool A* and July 31, 2008 for *Pool B*.
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 *Fixed Price* being offered at that time; the *Adjustment Factor* being offered at that time*;and* the *Reference Grade;*.
v. *"Reference Grade"* is No. 1 CW feed barley.
w. *"Selected Barley"* is barley that has been selected and accepted for use as pot barley or in malting or pearling, except sample grades.
x. *"SBSDC"* is the 2007-08 Selected Barley Storage and Delivery Contract.
y. *"Settlement Date"* is the date on which a Producer Certificate, as defined in the *CWB Act*, is issued in respect of *Feed Barley* priced under an *FPC.*
z. *"Target Price"* is the *Fixed Price* at which the producer indicates to the CWB that he/she is willing to accept the offer.
aa. *"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* as calculated according to the relevant payment formula set out in paragraph 6 below subject to the conditions outlined in paragraph 2.c. below (the "*Offer*").
b. The *Offer* for *Pool A Feed Barley* 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 *Offer* for *Pool B Feed Barley* is open for acceptance by the producer from November 22, 2007 until the earlier of 7:30 a.m. (CT) on February 29, 2008 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 *Feed Barley* for sign-up and lock-in or Quality Transfer. 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 of the sign-up and lock-in 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 setout in (i) or (ii) above.

3. LOCKING IN THE *FIXED PRICE*

a. The producer will lock in the *Fixed Price* on the *Contract Date* in accordance with the *Pricing Schedule* in effect on that date.
b. The producer must lock in the said value indicated in 3.a. above in accordance with one of 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 pursuant to this Agreement. If sufficient *Delivery Opportunities* 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 *Feed Barley* that were available to the producer during the 2007-08 crop year.
b. To pay the producer in accordance with the terms herein contained in respect of the *FPC*.

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*.

6. PAYMENT

a. The producer will be paid the *Initial Payment* in effect on the *Settlement Date* for the *Actual Grade* of *Feed Barley* delivered.
b. The *Option Payment* for an *FPC* is calculated as follows in respect of each *Net Tonne* of *Feed Barley*:
   i. Add the *Fixed Price* for *Feed Barley* as indicated in the *Pricing Schedule* that was in effect on the *Contract Date*, or the *Transfer Date* if applicable;
   ii. Add the *Incremental Payment* shown in the *Pricing Schedule* that was in effect on the *Contract Date* that corresponds to the *Settlement Date*;
   iii. Adjust for the CWB's grade spread between the *Reference Grade* and the *Actual Grade* based on the *Initial Payment* effective on the *Settlement Date*;
   iv. Subtract all deductions authorized under the *CWB Act* or under this contract 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 by the CWB to the producer.

6.1 Designating the *Net Tonnes*

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

7. QUALITY TRANSFER

a. A producer who has entered into a *Feed Barley FPC* for *Pool A* delivery and who subsequently has the *Feed Barley* selected under an *SBSDC,* may transfer the obligations of the *Feed Barley FPC* to a *Selected Barley FPC*. 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 on or before January 31, 2008.
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 *FPC* value for each *Net Tonne* transferred to the *Selected Barley FPC* will be adjusted on the *Transfer Date*, for the purpose of calculating the *Option Payment,* as follows:
   i. The *Futures Price* for *Feed Barley* shown in the *Pricing Schedule* on the *Contract Date* will be transferred to the *Selected Barley FPC;*
   ii. The *Basis* for *Selected Barley* shown in the *Pricing Schedule* on the *Transfer Date* will be applied to the *Selected Barley FPC,* to reflect the quality change*;* and
   iii. The *Adjustment Factor* shown in the *Pricing Schedule* on the *Transfer Date* will be applied to the *Selected Barley FPC.*
f. The *Option Payment* will be calculated using the *Incremental Payment* for *Selected Barley* shown in the *Pricing Schedule* on the *Contract Date.*
g. The Quality Transfer is not available for the *Feed Barley FPC* offered for *Pool B.*
h. The producer is subject to the Terms and Conditions of the *Selected Barley FPC* upon exercising the Quality Transfer.
i. Any *Net Tonnes* transferred from a *Feed Barley FPC* to a *Selected Barley FPC* are not eligible for future Quality Transfers.

8. DEFAULT

a. The producer shall be deemed to be in default under the *FPC* if the producer fails, for any reason, to deliver all of the *Net Tonnes* during the 2007-2008 crop year.. If the CWB, in its sole discretion, is satisfied that the producer has fully utilized all of the available *Delivery Opportunities but has not been able to deliver all of the Net Tonnes,* additional *Delivery Opportunities* will be provided.
b. In the event that the producer is in default under paragraph 8.a. above, the CWB may cancel the *FPC* and any or all other payment option 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 *FPC* 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 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 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 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 *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.