

THE COMPETITION TRIBUNAL

IN THE MATTER OF the *Competition Act* R.S.C. 1985, c. C-35 as amended;

AND IN THE MATTER OF a joint venture between Saskatchewan Wheat Pool Inc. and James Richardson International Limited in respect of port terminal grain handling in the Port of Vancouver;

AND IN THE MATTER OF filing and registration of a Consent Interim Agreement, pursuant to section 105 of the *Competition Act*.

BETWEEN:

THE COMMISSIONER OF COMPETITION

- AND -

SASKATCHEWAN WHEAT POOL INC.

-AND-

JAMES RICHARDSON INTERNATIONAL LIMITED

COMPETITION TRIBUNAL TRIBUNAL DE LA CONCURRENCE	
FILED	OCT 19 2005
REGISTRAR - REGISTRAIRE	T
OTTAWA, ON	10004

**THIRD CONSENT INTERIM AGREEMENT
AMENDING AGREEMENT**

WHEREAS Saskatchewan Wheat Pool Inc. ("SWP"), James Richardson International Limited ("JRI") and the Commissioner of Competition ("Commissioner"), filed a Consent Interim Agreement with the Competition Tribunal on July 5, 2005;

AND WHEREAS the Consent Interim Agreement was registered by the Tribunal on July 5, 2005;

AND WHEREAS the Consent Interim Agreement was set to expire on September 3, 2005;

AND WHEREAS the parties hereto entered into a Consent Interim Agreement Amending Agreement dated September 2, 2005 which was filed with the Competition Tribunal on September 14, 2005;

AND WHEREAS the Consent Interim Agreement, as amended by the Consent Interim Agreement Amending Agreement was set to expire on September 26, 2005;

AND WHEREAS the parties hereto entered into a Second Consent Interim Agreement Amending Agreement dated September 26, 2005 which was filed with the Competition Tribunal on October 6, 2005;

AND WHEREAS the Consent Interim Agreement as amended by the Second Consent Interim Agreement Amending Agreement is set to expire on October 27, 2005;

AND WHEREAS SWP, JRI and the Commissioner have agreed to a further extension of the term of the Consent Interim Agreement, as previously amended;

NOW THEREFORE SWP, JRI and the Commissioner agree as follows:

1. The Consent Interim Agreement, as amended, is hereby amended further as follows:

(a) Paragraph 33 is deleted in its entirety and replaced with the following:

This agreement shall remain in effect until October 31, 2005, save and except for if on or before October 31, 2005, the Commissioner advises SWP and JRI that the Commissioner intends to file an application under s. 92 of the *Competition Act* in respect of all or part of the JV, in which case this agreement will expire on November 10, 2005, or, upon agreement of the parties, on an earlier date.

2. Except as amended by this Third Consent Interim Agreement Amending Agreement, the Consent Interim Agreement is confirmed in all respects.

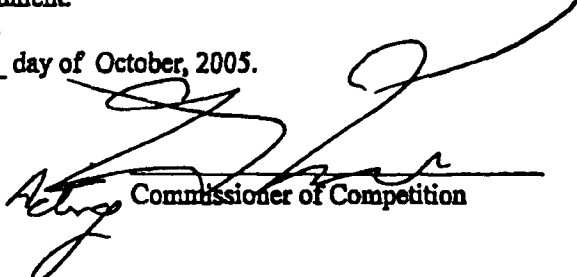
3. This Third Consent Interim Agreement Amending Agreement amends the Consent Interim Agreement. This Third Consent Interim Agreement Amending Agreement and the Consent Interim Agreement shall be read together and constitute one agreement with the same effect as if the amendments made by this Third Consent Interim Agreement Amending Agreement had been contained in the Consent Interim Agreement, but with effect as of the date hereof.

4. If there is a conflict, inconsistency or incongruity between any provision of this Third Consent Interim Agreement Amending Agreement and any provision of the Consent Interim Agreement, the relevant provision of this Third Consent Interim Agreement Amending Agreement is to prevail.

5. This Third Consent Interim Agreement Amending Agreement may be executed by the parties in separate counterparts, each of which when so executed and delivered (which may include delivery by facsimile transmission and the reproduction of signatures by facsimile

transmission) will be treated as binding as if originals, and which, if taken together, shall constitute one and the same instrument.

DATED at Gatineau, Quebec, this 17 day of October, 2005.



Acting Commissioner of Competition

DATED at Regina, Saskatchewan, this ___ day of October, 2005.

SASKATCHEWAN WHEAT POOL INC.

Per: _____

Per: _____

DATED at Winnipeg, Manitoba, this ___ day of October, 2005.

**JAMES RICHARDSON INTERNATIONAL
LIMITED**

Per: _____

FILED AND REGISTERED BY the Tribunal, this ___ day of ___ mm/dd/yy.

CT-2005-008

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DATED at Gatineau, Quebec, this ____ day of October, 2005.

Commissioner of Competition

DATED at Regina, Saskatchewan, this ____ day of October, 2005.

SASKATCHEWAN WHEAT POOL INC.

Per: _____

Per: _____

DATED at Winnipeg, Manitoba, this 17th day of October, 2005.

JAMES RICHARDSON INTERNATIONAL
LIMITED

Per:  _____

Per:  _____

FILED AND REGISTERED BY the Tribunal, this ____ day of ____ mm/dd/yy.

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DATED at Gatineau, Quebec, this ____ day of October, 2005.

Commissioner of Competition

DATED at Regina, Saskatchewan, this 17th day of October, 2005.

SASKATCHEWAN WHEAT POOL INC.

Per: W. L. Beaman Chief Financial Officer

Per: R. J. Dan GENERAL COUNSEL
CORPORATE SECRETARY

DATED at Winnipeg, Manitoba, this ____ day of October, 2005.

JAMES RICHARDSON INTERNATIONAL
LIMITED

Per: _____

FILED AND REGISTERED BY the Tribunal, this ____ day of ____ mmm/dd/yy.