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CT - 2005-009

**THE COMPETITION TRIBUNAL**

**IN THE MATTER OF** the *Competition Act*, R.S. 1985, c. C-34, as amended;

**IN THE MATTER OF** an application by the Commissioner of Competition for an Order pursuant to section 92 of the *Competition Act*;

**IN THE MATTER OF** an application by the Commissioner of Competition for an Order pursuant to section 104 of the *Competition Act*;

**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;

**BETWEEN:**

**COMMISSIONER OF COMPETITION**

Applicant

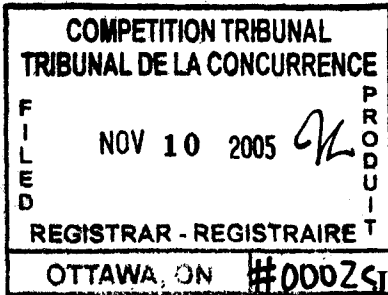
- AND -

**SASKATCHEWAN WHEAT POOL INC.,**

**JAMES RICHARDSON INTERNATIONAL LIMITED,**

**6362681 CANADA LTD. AND 6362699 CANADA LTD.**

Respondents



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**AFFIDAVIT OF DENIS CORRIVEAU**

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**I, Denis Corriveau** of the City of Gatineau, Province of Quebec, Public Servant, **MAKE OATH AND SAY:**

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1. I am a Senior Competition Law Officer employed by the Competition Bureau (the “Bureau”). I have worked as a Competition Law Officer at the Bureau since 1982, and have been assigned to the Mergers Branch since 1994.
  
2. I was assigned in August 2005 as the Senior Competition Law Officer responsible for the proposed JV transaction. As such, I have personal knowledge of the matters set out in this affidavit except where I state that information is based upon information and belief, and when so stated, I believe such information to be true.
  
3. Where capitalized the following terms have the following meanings:
  - a. “Act” means the *Competition Act*.
  - b. “Commissioner” means the Commissioner of Competition
  - c. “CWB” means the Canadian Wheat Board
  - d. “CWB grain” means wheat and barley for export and for domestic human consumption
  - e. “Diversion premium” means a premium paid by Integrated Graincos to Non-Integrated Graincos in order to attract that grain to the Integrated Grainco’s port terminal.
  - f. “Graincos” means grain companies
  - g. “Hold Separate” means the Consent Interim Agreement registered with the Competition Tribunal.
  - h. “Integrated Grainco” means a grain company which owns both primary elevators and a port terminal elevator on the west coast.

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- i. “JV Agreements” means the series of agreements between SWP, JRI, 6362681 Canada Ltd. and 6362699 Canada Ltd. creating a joint venture for the joint operation and marketing of their Vancouver port terminal facilities.
  - j. “JRI” means James Richardson International Limited
  - k. “Non-CWB grains” means canola, lentils, peas, and other specialty crops.
  - l. “Non-Integrated Grainco” means a grain company which may own a primary elevator but does not own a port terminal on the west coast.
  - m. “Parties” means SWP, JRI, 6362681 Canada Ltd. and 6362699 Canada Ltd.
  - n. “Port terminal elevator” means an elevator located in a port, the principle uses of which are the receiving of grain on or after the official inspection and official weighing of the grain and the cleaning, storing and treating of the grain before it is moved forward.
  - o. “Primary elevator” means an elevator the principle use of which is the receiving of grain directly from producers for storage or forwarding or both.
  - p. “JV” means the proposed joint venture between SWP and JRI for the joint operation and marketing of their Vancouver port terminal elevators.
  - q. “SWP” means Saskatchewan Wheat Pool Inc.
4. On or about December 1, 2004, Saskatchewan Wheat Pool Inc. (“SWP”) and James Richardson International Limited (“JRI”) advised the Commissioner of Competition (“Commissioner”) of their intent to enter into the proposed JV in relation to the operation and marketing of their two Vancouver Port grain terminals. Under section 91 of the *Competition Act* (the “Act”), the proposed JV is a merger for the purpose of the Act.

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5. On April 6, 2005, SWP and JRI, together with their Affiliates, 6362681 Canada Ltd. and 6362699 Canada Ltd. (collectively, the “Parties”) entered into a series of agreements, setting out the terms and conditions under which the proposed JV was to operate. On that day, the Parties made public their proposed JV, and allowed the Bureau to initiate market contacts.
6. An inquiry into the proposed JV was commenced by the Commissioner on April 19, 2005, pursuant to section 10 of the Act.
7. The preliminary examination and the inquiry into the proposed transaction has included the following:
  - (a) a review of information provided voluntarily by SWP and JRI;
  - (b) members of the Mergers Branch, meeting with, and obtaining information from market participants and government agencies in western Canada, as well as inspecting both port terminal grain handling facilities;
  - (c) over 30 interviews, either in person or by telephone, with market participants, including customers and government departments and agencies;
  - (d) a review of written submissions and reports from various third parties, including market participants;
  - (e) meetings and discussions with representatives of both SWP and JRI, either in-person or by telephone, to provide and obtain information about the proposed JV and to discuss emerging issues;

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- (f) the issuance of orders, through the Federal Court of Canada, for the production of records and written return of information to the Parties and the review of the information provided in response to those orders; and
  - (g) the issuance an order, through the Federal Court of Canada, for the production of records and written return of information to one other participant in the Western Canadian grain handling industry and the review of the information provided in compliance with that order.
8. The Commissioner has identified the following concerns resulting from the proposed JV:
- (a) the proposed JV is likely to have the ability and incentive to increase the tariffs for port terminal grain handling services at Vancouver and Prince Ruppert charged to:
    - i. the CWB for the handling of CWB grain; and to
    - ii. Non-Integrated Graincos for the handling of non-CWB grain;
  - (b) the proposed JV is likely to have the ability and incentive to reduce or eliminate the diversion premiums paid to Non-Integrated Graincos to induce shipment of their grain volumes (CWB and non-CWB grains) to the Intergrated Graincos' competing port grain terminals at Vancouver; and,
  - (c) the proposed JV is likely to have an incentive to increase the difficulties for Non-Integrated Graincos to obtain terminal authorization and ready access to port terminal grain handling services, particularly during periods of high demand for such services.
9. On July 5, 2005, a Consent Interim Agreement between the Parties and the Commissioner was registered with the Competition Tribunal. It requires the Parties to implement a Hold

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Separate relating to the marketing component of the proposed JV, pending completion of the merger review by the Commissioner. Under this Hold Separate the Parties were not allowed to jointly market their respective port grain terminal services and were prevented from communicating certain commercial information between each other and between the JV operator of the port grain terminals and each of them. However, the Hold Separate did not prevent the parties from jointly operating their port grain terminal facilities in Vancouver. A copy of the Consent Interim Agreement is appended hereto and marked as Exhibit "A" to my affidavit.

10. The Consent Interim Agreement has been extended three times. The initial agreement was to expire on September 3, 2005. Shortly before that date the Commissioner's representatives and representatives of SWP and JRI agreed to extend the agreement. The Consent Interim Agreement amending the Consent Interim Agreement is appended hereto and marked as Exhibit "B" to my affidavit. This agreement was to expire on September 16, 2005 unless the Commissioner advised the Parties of her intention to file an application under section 92 of the *Act*, in which case the Hold Separate would expire on September 26. On September 16, the Commissioner advised the parties, through counsel, of her intention to file an application under section 92 of the *Act*.
11. On September 26, 2005, the Parties and the Commissioner again extended the Consent Agreement, this time to October 17, unless the Commissioner advised she intended to file an application under section 92, in which case the Hold Separate would continue until October 27, 2005. This Second Consent Interim Agreement amending the Consent Interim Agreement is appended hereto and marked as Exhibit "C" to my affidavit.
12. After being advised of the Commissioner's intention a third extension to the Hold Separate was entered into which was to end on October 31, 2005, or, if the Commissioner advised of her intention to file an application under section 92 of the *Act*, on November

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10, 2005. A copy of the third extension to the Hold Separate is appended hereto, and marked as Exhibit “D” to my affidavit. As the Commissioner, through counsel, has advised the Parties of her intention to file an application under section 92 of the *Act* the current Hold Separate expires on November 10.

13. Based on the specific facts relevant to this proposed JV, information obtained from market participants and advice provided by experts retained on this matter, the Commissioner has concluded that the proposed JV was likely to prevent or lessen competition substantially in the provision of port terminal grain handling services at Canadian west coast ports.
14. I believe that the Statement of Grounds and Material Facts (“SGMF”), filed in the application pursuant to section 92 of the *Act*, accurately reflects the Bureau’s investigation of the competitive effects of the proposed JV and the Commissioner’s conclusion in this respect. The SGMF is appended and marked as Exhibit “E” of my affidavit.
15. As set out in more detail below, the Commissioner asserts that there is a serious issue to be decided by the Tribunal with respect to the anti-competitive effects of the proposed JV, that there will be irreparable harm if the parties are able to share sensitive commercial information and jointly market their port grain terminals and that the balance of convenience favours granting the relief sought.

**Serious Issue**

16. The Commissioner has conducted a thorough review of the competitive effects of the proposed JV.

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17. There are five port grain terminals in Vancouver and one in Prince Rupert. This market is already highly concentrated as currently only three companies wholly-own one or more of these terminals and a fourth company owns 50% of one terminal. The conclusion of this proposed JV between SWP and JRI, would effectively create an even more highly concentrated market and, possibly, a duopoly. The Prince Rupert port grain terminal is co-owned by all of the owners of Vancouver port grain terminal facilities.
18. Barriers to the entry of a new port grain terminal facility in this market are very high due, in part, to the lack of suitable land in Vancouver and the need for both rail link and ocean vessel berth access. It is also the Commissioner's view that apart from Agricore United, no other effective competitor would remain in this market should the JV be completed. US Northwestern port grain terminals do not constitute competitive alternatives for Western Canadian farmers because of substantially higher rail rates to access these ports.
19. Therefore, the Commissioner has concluded that the proposed JV between SWP and JRI is likely to lessen or prevent competition substantially in the Canadian west coast port terminal grain handling services market. It is essential that farmers through the CWB, and Non-Integrated Graincos have competitive access to Vancouver and Prince Rupert port grain terminals in order to ship grain abroad, in particular to Asian markets.
20. The Commissioner's concerns regarding the likely anti-competitive effects of the proposed JV between SWP and JRI are more fully described in Exhibit "E".

### **Irreparable Harm**

21. The Commissioner submits that without the Interim Order, there will be irreparable harm to Non-Integrated Graincos. In particular, the Respondents would be able to share confidential and commercially sensitive information related to their competitive strategies



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for attracting third party grain volume (from Non-Integrated Graincos) to their respective terminals. This could include confidential information about the amounts of diversion premiums offered by SWP and JRI to these Non-Integrated Graincos as well as the discussions and negotiations that led to the determination of these amounts. This also applies to other terms and conditions included in grain handling agreements.

22. If SWP and JRI can discuss prices for their grain handling services at the port terminals, they would be able to share information relating to private discussions between different Non-Integrated Graincos or the CWB and either of them. This could also affect the setting of posted tariffs at their terminals.

### **Balance of Convenience**

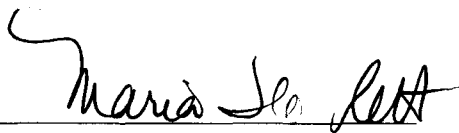
23. It is the Commissioner's view that prohibiting SWP and JRI from jointly marketing their port terminal grain handling services at Vancouver and from communicating with each other and the proposed JV operator confidential and commercially sensitive information and pricing would maintain the competition that presently exists, in this already highly concentrated market and preserve the Tribunal's ability to impose an effective remedy, should it find that the proposed JV is likely to lessen or prevent competition substantially.
24. It is the Commissioner's view that the terms suggested in the Draft Interim Order which is appended and marked as Exhibit "F" to my affidavit, would not preclude SWP and JRI from operating their port terminals efficiently and effectively.
25. The proposed Interim Order provides for a Hold Separate Monitor who shall be responsible for monitoring the compliance of the Parties with the proposed Interim Order. Richard L.M. Dawson of Fulcrum Associates, has been acting as the Hold Separate Monitor pursuant to the Consent Interim Agreement and extensions thereof. If Mr.

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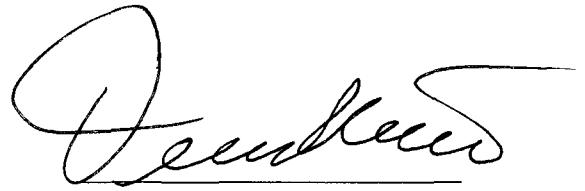
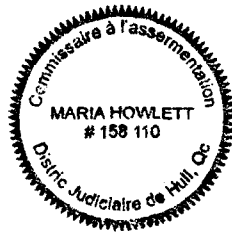
Dawson is prepared to continue acting as Hold Seperate Monitor we would recommend his appointment. In the case that he is unwilling or unable to act, the choice of Hold Separate Monitor shall be subject to the consent of JRI and SWP, which consent shall not be unreasonably withheld.

26. This affidavit is sworn in support of an interim order to prevent the parties from proceeding with joint marketing of their port terminals and from communicating commercially sensitive information between them.

**SWORN BEFORE ME**, at the City of Gatineau, )  
in the Province of Quebec, )  
this 10 day of November 2005. )  
)



**COMMISSIONER OF OATHS**



**DENIS CORRIVEAU**



CECI EST LA PIÈCE À L'APPUI A  
MENTIONNÉE DANS L'AFFIDAVIT DE  
Denis Corriveau  
ASSERMENTÉ(E) DEVANT MOI À GADineau  
CE 10 JOUR DE Novembre 20 05  
Maria Howlett  
COMMISSAIRE À L'ASSERMENTATION  
THE COMPETITION TRIBUNAL



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

AND IN THE MATTER OF joint ventures 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

CONSENT INTERIM AGREEMENT

COMPETITION TRIBUNAL		P R O D U I T
TRIBUNAL DE LA CONCURRENCE		
F I L E D	CT-2005-008	
	JUL 5 2005	
REGISTRAR - REGISTRAIRE T		
OTTAWA, ON		0001a)

Registry of the Competition Tribunal
Grefe du Tribunal de la concurrence
REGISTERED / ENREGISTRÉ
JUL 5 2005
FOR REGISTRAR / POUR REGISTRAIRE

WHEREAS Saskatchewan Wheat Pool Inc. and James Richardson International Limited, together with their Affiliates, 6362681 Canada Ltd. and 6362699 Canada Ltd., have entered into a series of agreements (collectively, the "JV") dated April 6, 2005 creating joint ventures in connection with the Marketing of grain handling services to Third Party Graincos and the operation of their respective port terminal grain handling terminals in the Port of Vancouver;

AND WHEREAS SWP and JRI have requested an advance ruling certificate from the Commissioner of Competition in connection with the JV;

AND WHEREAS the Commissioner of Competition has not yet completed her inquiry in respect of the JV;

AND WHEREAS the object of this Consent Interim Agreement is to provide the

Commissioner of Competition with adequate time to complete her inquiry and to ensure that, prior to the completion of that inquiry, Saskatchewan Wheat Pool Inc. and James Richardson International Limited take no action that would impair the ability of the Competition Tribunal to remedy the effect of the JV on competition for port terminal grain handling services under section 92 of the *Competition Act* because that action would be difficult to reverse;

**AND WHEREAS** the Commissioner of Competition and Saskatchewan Wheat Pool Inc. and James Richardson International Limited agree that upon the signing of this Consent Interim Agreement, it shall be filed with the Tribunal for immediate registration;

**NOW THEREFORE** Saskatchewan Wheat Pool Inc. and James Richardson International Limited and the Commissioner of Competition have agreed to the terms of this Consent Interim Agreement as follows:

**I. DEFINITIONS**

1. For the purposes of this Agreement, the following capitalized terms have the following meaning:
  - (a) "Affiliate" has the meaning given to it in subsection 2 (2) of the Act;
  - (b) "Agreement" means this Consent Interim Agreement entered by Saskatchewan Wheat Pool Inc. and James Richardson International Limited and the Commissioner of Competition pursuant to section 105 of the Act;
  - (c) "Commissioner" means the Commissioner of Competition appointed pursuant to section 7 of the *Act* (Canada);
  - (d) "Hold Separate Monitor" means the Person appointed pursuant to Part IV of the Agreement, and any employees, agents or other persons acting for or on behalf of the Hold Separate Monitor;
  - (e) "JRI" means James Richardson International Limited, a corporation existing under the laws of Canada, its directors, officers, employees, agents, representatives, successors, and assigns; its subsidiaries, divisions, groups, and affiliates;
  - (f) "JV" means the joint ventures between JRI and Saskatchewan Wheat Pool Inc., and their Affiliates, 6362681 Canada Ltd. And 6362699 Canada Ltd., as reflected in their agreements dated April 6, 2005, pursuant to which JRI and Saskatchewan Wheat Pool Inc. have agreed to coordinate the Marketing of grain handling services to Third Party Graincos. and the operation of their grain handling

terminals in the Port of Vancouver;

- (g) "Marketing" means any action taken to promote or sell services and, without limiting the generality of the foregoing, includes the setting of prices, rates, rebates, allowances, diversion premiums, tariffs and terms of service;
- (h) "Person" means any individual, partnership, firm, corporation, association, trust, unincorporated organization or other entity.
- (i) "SWP" means Saskatchewan Wheat Pool Inc., a corporation existing under the laws of Canada, its directors, officers, employees, agents, representatives, successors, and assigns; its subsidiaries, divisions, groups, and affiliates;
- (j) "Third Party Graincos" means all Persons, who do not have an interest in port terminal grain handling facilities in the Port of Vancouver, in which neither JRI or SWP have any interest, who, in the past, currently, or in the future, have been, are, or will be, provided with any grain handling services by JRI and/or SWP in the Port of Vancouver;
- (k) "Tribunal" means the Competition Tribunal established by the *Competition Tribunal Act (Canada)*, R.S.C. 1985, c. 19 (2nd Supp.), as amended.

- 2. For the purposes of this Agreement, "Confidential Information" means competitively sensitive or proprietary information pertaining to the provision of grain handling services to Third Party Graincos including, without limiting the generality of the foregoing, with respect to the provision of grain handling services to Third Party Graincos, any and all information pertaining to marketing methods or techniques, pricing, terms of service, revenues, costs, customer lists or other trade secrets pertaining to marketing.

## II. APPLICATION

- 3. The provisions of this Agreement apply to:

- (a) JRI;
- (b) SWP;
- (c) 6362681 Canada Ltd.;
- (d) 6362699 Canada Ltd.;
- (e) all other Persons acting in concert or participating with (a) to (d), above with

respect to the matters referred to in this Agreement, who shall have received actual notice of this Agreement;

- (f) the Commissioner; and
- (g) the Hold Separate Monitor.

### **III. HOLD SEPARATE**

4. SWP and JRI shall, during the term of this Agreement, take all necessary steps to ensure they operate independently in respect of the Marketing of grain handling services to Third Party Graincos at the Port of Vancouver and at the Prince Rupert Terminal.
5. SWP and JRI shall, during the term of this Agreement:
  - (a) maintain and hold such physical assets, including computer systems and databases used in connection with the Marketing of grain handling services to Third Party Graincos, in good condition and repair, normal wear and tear excepted, and to standards at least equal to those maintained prior to the date of this Agreement;
  - (b) take all commercially reasonable steps to maintain quality and service standards for Third Party Graincos at the level that existed prior to the date of this Agreement, save as required by prudent management of such;
  - (c) not communicate Confidential Information to any Person, including each other, other than the Hold Separate Monitor, the Commissioner, or as otherwise permitted herein;
  - (d) not, to any material extent, alter, or cause to be altered, the management of those parts of their companies that market port terminal grain handling services to Third Party Graincos as they existed prior to the date of this Agreement, except as may be necessary to comply with the terms of this Agreement or to replace employees that may resign, save as required by prudent management; and;
  - (e) not terminate or alter any current employment, salary or benefit agreements for any employees working in those parts of their companies that market port terminal grain handling services to Third Party Graincos, to any material extent, save as required by prudent management.

6. SWP shall not offer employment to employees of JRI employed, directly or indirectly in the marketing of port terminal grain handling services to Third Party Graincos. The foregoing shall apply *mutatis mutandis* to JRI.

#### **IV. MONITOR**

7. Upon registration of this Agreement, the Commissioner shall appoint a Hold Separate Monitor. The choice of Hold Separate Monitor shall be subject to the consent of JRI and SWP, which consent shall not be unreasonably withheld. The Hold Separate Monitor shall be responsible for monitoring the compliance of JRI and SWP with this Agreement. If JRI and SWP have not opposed, in writing, including the reasons for opposing, the selection of the Hold Separate Monitor within 10 days after notice by the Commissioner to JRI and SWP of the identity of the Hold Separate Monitor, JRI and SWP shall be deemed to have consented to the selection of the Hold Separate Monitor.
8. If the Hold Separate Monitor ceases to act or fails to act diligently and consistent with the purposes of this Agreement, the Commissioner may appoint a substitute Hold Separate Monitor consistent with the terms of paragraph 7 of this Agreement. This Agreement shall apply to any substitute Hold Separate Monitor appointed pursuant to this paragraph.
9. SWP and JRI shall be jointly responsible for all fees or expenses reasonably and properly charged or incurred by the Hold Separate Monitor, or any substitute thereof appointed pursuant to this Agreement, in connection with the execution or performance of the Hold Separate Monitor's duties under this Agreement.
10. The Hold Separate Monitor shall have full and complete access to all personnel, books, records, documents and facilities of SWP and JRI that pertain, directly or indirectly to the Marketing of port terminal grain handling services to Third Party Graincos. SWP and JRI shall cooperate with any reasonable request of the Hold Separate Monitor. Neither SWP nor JRI shall take any action to interfere with or impede the Hold Separate Monitor's ability to discharge his/her duties and responsibilities.
11. The Hold Separate Monitor shall serve without bond or other security, on such reasonable and customary terms and conditions as are agreed, with the approval of the Commissioner. The Hold Separate Monitor shall have the authority to employ, at the cost and expense of SWP and JRI such persons as are reasonably necessary to carry out the Hold Separate Monitor's duties and responsibilities under this Agreement. The Hold Separate Monitor shall account for all expenses incurred, including fees for his/her services, and such account shall be subject to the approval of the Commissioner.



12. SWP and JRI shall indemnify the Hold Separate Monitor and hold him/her harmless against any losses, claims, damages, liabilities, or expenses arising out of, or in connection with, the performance of the duties of the Hold Separate Monitor, including all reasonable fees of counsel and other expenses incurred in connection with the preparation for, or defense of any claim, whether or not resulting in any liability, except to the extent that such liabilities, losses, damages, claims, or expenses result from misfeasance, gross negligence, willful or wanton acts, or bad faith by the Hold Separate Monitor.
13. The Hold Separate Monitor shall report in writing to the Commissioner: (i) every 20 days after being appointed until this Agreement is terminated; and (ii) at any other time as requested by the Commissioner or her staff, concerning SWP and/or JRI compliance with this Agreement.
14. Neither SWP nor JRI shall exert or attempt to exert any influence, direction or control over a Hold Separate Monitor which may adversely affect the discharge of the Hold Separate Monitor's duties under the terms of this Agreement.
15. This Agreement shall not be construed as providing the Hold Separate Monitor with ownership, management, possession, charge or control of SWP or JRI.
16. The Hold Separate Monitor shall execute a confidentiality agreement with JRI, SWP and their Affiliates, 6362681 Canada Ltd. and 6362699 Canada Ltd. in which the Hold Separate Monitor will undertake not to disclose any competitively sensitive or proprietary information acquired in the performance of the Hold Separate Monitor's duties to any person except to the Commissioner.
17. If the Hold Separate Monitor considers that SWP and/or JRI is in default of any of the terms of this Agreement, he/she shall immediately notify the Commissioner of the breach, who shall forthwith give notice to SWP and JRI setting out the particulars of such default.
18. If the Hold Separate Monitor advises the Commissioner that SWP and/or JRI is in default of any of the terms of this Agreement, or if the Commissioner otherwise believes such to be the case, then for the purpose of determining or securing compliance with this Agreement, subject to any valid claim to a legally recognized privilege, and upon written request, SWP and/or JRI shall permit any duly authorized representative of the Commissioner:
  - (a) upon a minimum of 3 days notice to SWP and JRI, access during office hours of SWP and/or JRI, to inspect and copy all books, ledgers, accounts, correspondence, memorandum, and other records and documents in the possession or under control of SWP and/or JRI relating to compliance with this Agreement; and

- (b) upon a minimum of 8 days notice to SWP and/or JRI, and without restraint or interference from SWP and/or JRI, to interview directors, officers or employees of SWP and/or JRI on matters in the possession or under the control of SWP and/or JRI relating to compliance with this Agreement.

**V. NOTIFICATION**

- 19. Each of SWP and JRI shall provide a copy of this Agreement to each of their officers, employees, or agents having managerial responsibility for any obligations under this Agreement, no later than 5 days from the date this Agreement is registered.
- 20. Notices, reports and other communications required or permitted pursuant to any of the terms of this Agreement, shall be in writing and shall be considered to be given if dispatched by personal delivery, registered mail or facsimile transmission to the parties:

1. If the Commissioner

The Commissioner of Competition  
Competition Bureau

Place du Portage, 21st floor  
50 Victoria Street, Phase I  
Gatineau, Quebec K1A 0C9  
Attention: Senior Deputy Commissioner (Mergers)  
Fax: (819) 954-0998

With a copy to:

Director, Competition Law Division  
Competition Law Division  
Department of Justice  
Place du Portage, 22nd floor  
50 Victoria Street, Phase I  
Gatineau, Quebec K1A 0C9

Attention: Director of Competition Law Division  
Fax: (819) 953-9267

2. If to SWP:

Address 2625 Victoria Avenue, Regina, SK  
Attention: Ray Dean, General Counsel/Corporate Secretary

Tel: (306 ) 569-4200  
Fax: (306) 569-5133

**2. If to JRI**

Address 2800 One Lombard Place  
Winnipeg, MB R3B 0X8

Attention: Jean-Marc Ruest  
Tel: (204) 934-5488  
Fax: (204) 943-2574

**VI. GENERAL**

21. SWP and JRI agree that they will take such steps as are necessary to ensure that 6362681 Canada Ltd. and 6362699 Canada Ltd, which are wholly owned by SWP and JRI, take such measures, including adopting any necessary resolutions or obtaining any necessary authorizations, to ensure they are bound by the terms of this Agreement.
22. This Agreement shall remain in effect for 60 days from the registration of this Agreement with the Tribunal. The Commissioner hereby covenants to JRI and SWP to forthwith register this Agreement with the Tribunal upon execution and delivery of this Agreement by all parties hereto.
23. SWP and JRI agree to the registration of this Agreement by the Tribunal, on usual terms, covering the matters agreed to herein. The Commissioner may extend any of the time periods contemplated by this Agreement, other than the time period in paragraph 22 of this Agreement.
24. SWP and JRI and the Commissioner may mutually agree to amend this Agreement in any manner pursuant to subsection 106(1) of the Act.
25. The computation of any time periods contemplated by this Agreement shall be in accordance with the *Interpretation Act*, R.S.C. 1985, c. I-21 as amended.
26. This Agreement constitutes the entire agreement between the Commissioner, SWP and JRI with respect to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether written or oral.
27. In the event of a dispute as to the interpretation or application of this Agreement, including any decision by the Commissioner pursuant to this Agreement or breach of this

Agreement by the Respondents, the Commissioner, SWP or JRI shall be at liberty to apply to the Tribunal for a further order interpreting any of the provisions of this Agreement.

- 28. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same instrument. In the event of any discrepancy between the English and French versions of this Agreement, the English version shall prevail.

DATED at Winnipeg, Manitoba, this 30<sup>th</sup> day of June, 2005.

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

Murdair Leck  
Commissioner of Competition

July 4, 2005

SASKATCHEWAN WHEAT POOL INC.

per \_\_\_\_\_

JAMES RICHARDSON INTERNATIONAL LIMITED

per Walter N. Fox

WALTER N. FOX  
VICE PRESIDENT

June 30, 2005

Agreement by the Respondents, the Commissioner, SWP or JRI shall be at liberty to apply to the Tribunal for a further order interpreting any of the provisions of this Agreement.

- 28. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same instrument. In the event of any discrepancy between the English and French versions of this Agreement, the English version shall prevail.

DATED at Regina, Saskatchewan this 30 day of June, 2005.

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

Murdoch Leck  
 Commissioner of Competition  
 July 4, 2005

June 30, 2005  
 SASKATCHEWAN WHEAT POOL INC.  
 per James Richardson  
 Key  
 JAMES RICHARDSON INTERNATIONAL LIMITED  
 per



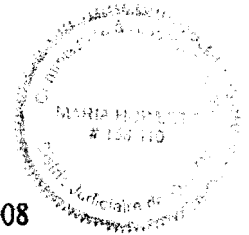
CECI EST LA PIÈCE À L'APPUI <sup>B</sup>  
MENTIONNÉE DANS L'AFFIDAVIT DE

Denis Carrière

ASSERMENTÉ(E) DEVANT MOI À Carrière

CE 10 JOUR DE novembre 2005

Maria Stewart  
COMMISSAIRE À L'ASSERMENTATION



CT-2005-008

**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 an Consent Interim Agreement, hereafter (the "Agreement"), pursuant to section 105 the *Competition Act*.

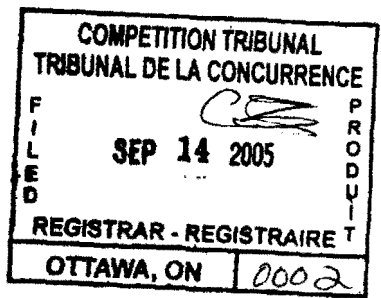
**BETWEEN:**

**THE COMMISSIONER OF COMPETITION**

- AND -

**SASKATCHEWAN WHEAT POOL INC.**

-AND-



**JAMES RICHARDSON INTERNATIONAL LIMITED**

**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 will expire on September 3, 2005;

**AND WHEREAS** SWP, JRI and the Commissioner have agreed to extend the term of the Consent Interim Agreement;

**NOW THEREFORE SWP, JRI and the Commissioner have agreed that the Consent Interim Agreement is amended by deleting paragraph 33 thereof and replacing it with the following:**

**This agreement shall remain in effect until September 16, 2005, save and except for if on or before September 16, 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 September 26, 2005; or, upon agreement of the parties, on an earlier date.**

DATED at Gatineau, this 2nd day of September, 2005.

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

SASKATCHEWAN WHEAT POOL INC.

Per: \_\_\_\_\_

*Francis Malack*

JAMES RICHARDSON INTERNATIONAL LIMITED

Per: \_\_\_\_\_

*[Signature]*

*Murdoch Lewis*  
COMMISSIONER OF COMPETITION

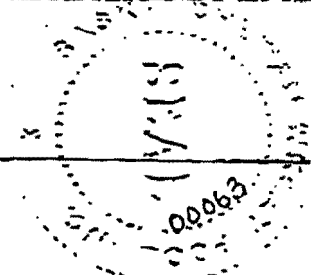


NOW THEREFORE SWP, JRI and the Commissioner have agreed that the Consent Interim Agreement is amended by deleting paragraph 33 thereof and replacing it with the following:

This agreement shall remain in effect until September 16, 2005, save and except for if on or before September 16, 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 September 26, 2005; or, upon agreement of the parties, on an earlier date.

DATED at Gatineau, this 2nd day of September, 2005.

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



SASKATCHEWAN WHEAT POOL INC.

Per: *[Signature]* Senior Vice President  
Grain Group

*[Signature]* GENERAL COUNSEL  
CORPORATE SECRETARY

JAMES RICHARDSON INTERNATIONAL LIMITED

Per: *[Signature]*

COMMISSIONER OF COMPETITION



CECI EST LA PIÈCE A L'APPUI...  
MENTIONNÉE DANS L'AFFIDAVIT DE  
DENIS CORRIVEAU

ASSERMENTÉ(E) DEVANT MOI À  
CE 10 JOUR DE NOVEMBRE 2005

MAURIE HENLETT  
COMMISSAIRE À L'ASSERMENTATION

CT-2005-008

**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	
OTTAWA, ON 10003	

**SECOND 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 Consent Interim Agreement was extended by JRI, SWP and the Commissioner by way of a Consent Interim Agreement Amending Agreement dated September 2, 2005 and filed with the Competition Tribunal on September 14, 2005;

**AND WHEREAS** the Consent Interim Agreement, as amended by the Consent Interim Agreement Amending Agreement will expire on September 26, 2005;

**AND WHEREAS** SWP, JRI and the Commissioner have agreed to extend the term of the Consent Interim Agreement, as amended by the Consent Interim Agreement Amending Agreement;

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

1. The Consent Interim Agreement, as amended by the Consent Interim Agreement Amending Agreement, is amended as follows:

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

This agreement shall remain in effect until October 17, 2005, save and except for if on or before October 17, 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 October 27, 2005, or, upon agreement of the parties, on an earlier date.

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

3. This Second Consent Interim Agreement Amending Agreement amends the Consent Interim Agreement. This Second 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 Second 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 Second Consent Interim Agreement Amending Agreement and any provision of the Consent Interim Agreement, the relevant provision of this Second Consent Interim Agreement Amending Agreement is to prevail.

5. This Second 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 26<sup>th</sup> day of September, 2005.

  
Commissioner of Competition

DATED at Regina, Saskatchewan, this \_\_\_\_ day of September, 2005.

SASKATCHEWAN WHEAT POOL INC.

Per: \_\_\_\_\_

Per: \_\_\_\_\_

DATED at Winnipeg, Manitoba, this \_\_\_\_ day of September, 2005.

JAMES RICHARDSON INTERNATIONAL  
LIMITED

Per: \_\_\_\_\_

Per: \_\_\_\_\_

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

CT- 2005-008

**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**

**SECOND 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 Consent Interim Agreement was extended by JRI, SWP and the Commissioner by way of a Consent Interim Agreement Amending Agreement dated September 2, 2005 and filed with the Competition Tribunal on September 14, 2005;

-2-

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

AND WHEREAS SWP, JRI and the Commissioner have agreed to extend the term of the Consent Interim Agreement, as amended by the Consent Interim Agreement Amending Agreement;

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

1. The Consent Interim Agreement, as amended by the Consent Interim Agreement Amending Agreement, is amended as follows:

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

This agreement shall remain in effect until October 17, 2005, save and except for if on or before October 17, 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 October 27, 2005, or, upon agreement of the parties, on an earlier date.

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

3. This Second Consent Interim Agreement Amending Agreement amends the Consent Interim Agreement. This Second 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 Second 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 Second Consent Interim Agreement Amending Agreement and any provision of the Consent Interim Agreement, the relevant provision of this Second Consent Interim Agreement Amending Agreement is to prevail.

5. This Second 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 \_\_\_\_ day of September, 2005.

\_\_\_\_\_  
Commissioner of Competition

DATED at Regina, Saskatchewan, this \_\_\_\_ day of September, 2005.

SASKATCHEWAN WHEAT POOL INC.

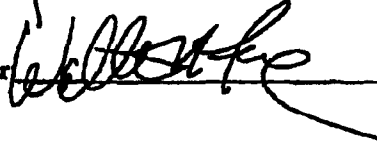
Per: \_\_\_\_\_

Per: \_\_\_\_\_

DATED at Winnipeg, Manitoba, this 26<sup>th</sup> day of September, 2005.

JAMES RICHARDSON INTERNATIONAL  
LIMITED

Per:  \_\_\_\_\_

Per:  \_\_\_\_\_

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



-3-

DATED at Gatineau, Quebec, this \_\_\_\_ day of September, 2005.

\_\_\_\_\_  
Commissioner of Competition

DATED at Regina, Saskatchewan, this 26<sup>th</sup> day of September, 2005.

SASKATCHEWAN WHEAT POOL INC.

Per: Francis Malachuk

Per: Rees, Dan

DATED at Winnipeg, Manitoba, this \_\_\_\_ day of September, 2005.

JAMES RICHARDSON INTERNATIONAL  
LIMITED

Per: \_\_\_\_\_

Per: \_\_\_\_\_

FILED AND REGISTERED BY the Tribunal, this \_\_\_\_ day of \_\_\_\_ mrr/dd/yy.



CECI EST LA PIÈCE À L'APPUI D  
MENTIONNÉE DANS L'AFFIDAVIT DE  
Denis Corriveau



ASSERMENTÉ(E) DEVANT MOI À Corriveau  
CE 10 JOUR DE novembre 2005

Maria Howlett  
COMMISSAIRE À L'ASSERMENTATION

CT-2005-008

**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:**

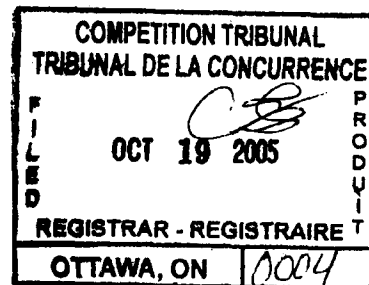
**THE COMMISSIONER OF COMPETITION**

- AND -

**SASKATCHEWAN WHEAT POOL INC.**

-AND-

**JAMES RICHARDSON INTERNATIONAL LIMITED**



**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.

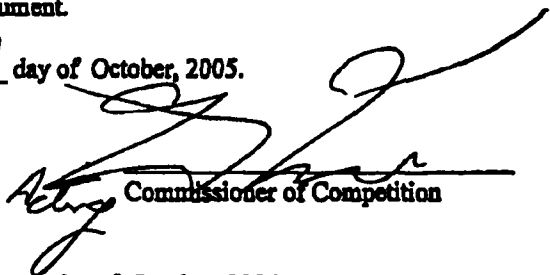
3. This Third Consent Interim Agreement Amending Agreement amends the Consent Interim Agreement. This Third Consent Interim Agreement Amending Agreement and the Consent Interim Agreement shall be read together and constitute one agreement with the same effect as if the amendments made by this Third Consent 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.



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 \_\_\_/\_\_\_/yy.**

CT-2005-008

**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 103 of the *Competition Act*.

**BETWEEN:**

**THE COMMISSIONER OF COMPETITION**

- AND -

**SASKATCHEWAN WHEAT POOL INC.**

-AND-

**JAMES RICHARDSON INTERNATIONAL LIMITED**

---

**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, 2004, 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 TV, 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 incompatibility 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

-3-

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 \_\_\_\_ 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 17<sup>th</sup> day of October, 2005.

JAMES RICHARDSON INTERNATIONAL LIMITED

Per:  \_\_\_\_\_

Per:  \_\_\_\_\_

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



-3-

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 \_\_\_\_ day of October, 2005.

\_\_\_\_\_  
Commissioner of Competition

DATED at Regina, Saskatchewan, this 17<sup>th</sup> day of October, 2005.

SASKATCHEWAN WHEAT POOL INC.

Per: W. L. Heenan 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.

