

**AGREEMENT FOR MARKETING
THE ONTARIO SOYBEAN CROP**

made under the *Farm Products Marketing Act*

O.Reg 485/09 Grain (Grain Corn, Soybeans and Wheat) Licensing and Regulation

THIS AGREEMENT made the 19th day of August, 2013

BETWEEN:

- a) Mark Huston, Don Kenny, Leo Guilbeault, Gerry Prentice and Dave Park, appointed by the local board, called the Grower-members,
- b) Kevin Wright and Clint Munro, appointed by the processors of soybeans, and
- c) Richard Smibert, Paul Robertson and Kevin Campbell, appointed by the Ontario Agri Business Association (OABA), called the Dealer-members

The above members of the negotiating agency agree as follows:

- 1.
 - (1) Under the terms of this agreement, cleaning and handling charges, as well as soybean drying charges/moisture discounts will be agreed upon by the dealer and the producer through competitive market forces, similar to the corn and wheat markets.
 - (2) These terms and conditions should be confirmed prior to producer delivery.
 - (3) Settlements and payment protocol shall follow in accordance to the Grains Act (Ontario Regulation 260/97) and the Farm Products Payments Act (Ontario Regulation 70/12).
- 2.
 - (1) Where there is an agreement between a soybean producer and a licensed buyer, terms may be established which differ from those stated within this agreement.
 - (2) In order to meet the specialized needs of a diverse and demanding marketplace for Ontario soybeans, all parties recognize and agree that the specifications in such producer/buyer agreements will take precedence over the Ontario Soybean Marketing Agreement except as otherwise required by the Regulations under the Grains Act or the Farm Products Payments Act
- 3.
 - (1) In the event there is a dispute as to the grade or moisture content of any load of soybeans, the matters in dispute shall be referred to an inspector for the Canadian Grain Commission or to such other person as is mutually agreed between the parties in dispute.
 - (2) The decision of the inspector under subsection (1) shall be binding on the parties in dispute.

(3) The inspector in making a test shall examine a minimum 1 kg. sample agreed upon by the parties involved and taken from the load of soybeans delivered and retained in a moisture-proof container bearing a label on which is stated the name and address of the party delivering the soybeans.

(4) A further sample of the load of soybeans in dispute shall also be kept in a moisture-proof sealed container pending the inspector's decision.






(5) Costs for forwarding representative samples to the inspector under subsection (1) shall be shared equally between the parties to the dispute.

(6) Fees assessed by the inspector under subsection (1) for testing and inspecting such samples for the purpose of assessing and assigning grade, dockage, condition and/or moisture shall be the responsibility of the party in error.

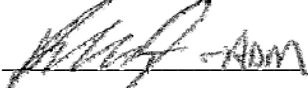
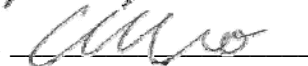
4. When soybeans are delivered to a dealer's elevator or place of business, a receipt for each load of soybeans shall be given by the dealer to the grower, or the party delivering the load of soybeans in the absence of the grower in accordance with Ontario Regulation 260/97 made under the *Grains Act*.
5. This Agreement shall come into effect on September 1, 2013 and remains in effect until the 31st day of August, 2016.

DATED at Guelph this 19th day of August, 2013.


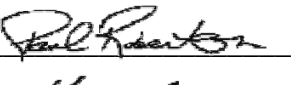
Grower-Members

1. 
2. 
3. 
4. 
5. 

Processor-Members

1. 
2. 

OABA Grain Committee Members

1. 
2. 
3. 