

**DELIVERY OF GRAINS AND OILSEEDS (other than Canadian Wheat Board grains)
to [insert name of grain handling company]
(the "Grain Handling Company")**

DECLARATION OF ELIGIBILITY

I, (print name)
of (print address)
in the Province of

DO SOLEMNLY DECLARE AND AGREE THAT:

1. I am the producer and have entered into a contract with the Grain Handling Company to deliver grain and/or oilseeds. In the case of Corporation that has entered into a contract with the Grain Handling Company to deliver grain and/or oilseeds, I am an authorized representative of the Corporation and make this Declaration personally and on behalf of the Corporation.

2. Any and all deliveries of grains and/or oilseeds made by me or on my behalf to the Grain Handling Company are eligible varieties for delivery for the commodity type of grain and/or oilseed for which payment is being requested in accordance with the Canada Grain Act, Seeds Act, and all Regulations and Orders made pursuant to those Acts (collectively, the "Acts"). I understand and agree that in order to be eligible, the variety must be registered by the Canadian Food Inspection Agency as eligible for the commodity type (e.g. flax, peas, canola, mustard, etc.) and listed on the Canadian Food Inspection Agency's website at: <http://www.inspection.gc.ca/english/plaveg/variet/regvare.shtml>, or telephone the CFIA at 1-800-442-2342. For greater certainty, varieties that **are not eligible** include, but are not limited to, CDC Triffid (flax), and Westar-Oxy-235, Zodiac BX, Armor BX 295 BX and Hysyn 101RR (canola).

3. If I, or anyone on my behalf, deliver(s) to the Grain Handling Company grain and/or oilseeds that are not eligible varieties for delivery for the commodity type of grain and/or oilseed for which payment is being requested, I acknowledge and agree that the Grain Handling Company may consider the representation I made in paragraphs 1 and 2 above to have been made fraudulently and/or negligently, in which case I will be liable to the Grain Handling Company for all claims, damages, losses and costs (including legal fees) that may result from such false and/or negligent representation I further acknowledge and agree that the Grain Handling Company may consider me to be in default of my delivery contract and, in addition to any other remedies available to the Grain Handling Company, may cancel any contracts between myself and the Grain Handling Company.

4. I acknowledge and agree that the Grain Handling Company may exchange with the Canadian Grain Commission relevant materials (including producer name, address, delivery sample information, and a portion of the physical sample) relating to suspected deliveries of ineligible varieties of grains and/or oilseeds by me or on my behalf to the Grain Handling Company. I understand that this information will be used as the basis for establishing responsibility, which may result in the imposition of penalties and/or claim for damages on me, as part of evidence given in an arbitration process and/or court proceeding.

5. This Declaration is made and intended to apply to all deliveries of grains and/or oilseeds made by me or on my behalf to the Grain Handling Company from and including the date indicated below until the end of the 2010-2011 crop year, or until this Declaration is replaced or withdrawn by my written notice acknowledged by the Grain Handling Company. This Declaration does not apply to wheat and barley delivered to the Canadian Wheat Board.

DATED this _____ day of _____, _____

)
Witness Signature

Producer Signature

(Witness Name Printed)

(Witness Address Printed)