





## Information about the Early Payment Option for wheat

Wheat classes and reference grades for the EPO in the 2011-12 crop year are:

Wheat class	Reference grade
CWES	No. 1 CWES
CPSR	No. 1 CPSR
CPSW	No. 1 CPSW
CWRW	No. 1 CWRW 11.0%
CWSWS	No. 1 CWSWS

### Designating deliveries for payment

On delivery, advise the elevator agent to apply the delivery to your EPO contract. Deliveries will be applied to the highest priced EPO contract first. If you want your delivery applied to a different EPO contract, please call the CWB at 1-800-275-4292 at the time of settlement.

### Payment

At the time of delivery, you receive the initial price (less freight and handling) at the elevator, for the grade of wheat you deliver. The CWB will issue your additional payment within 10 business days of your deliveries being applied to the EPO contract. You are eligible for future CWB payments when those payments exceed your total gross EPO payments (total payments + discount). This represents the upside potential of your EPO contract if pool returns exceed your EPV.

### EPO payment example

On October 1, Joe signs a 1 000 tonne Series A delivery contract for No. 1 CPSR 13.5 and higher. By this time, there is a 20 per cent call in place and Joe signs a 100 per cent EPO contract on 200 tonnes (20 per cent of what he knows he can deliver at this time). He delivers 200 tonnes of No. 2 CPSR and advises the elevator agent to apply the delivery to his EPO contract. The current initial payment for No. 1 CPSR is \$140 per tonne and the PRO is \$202 per tonne.

	\$ per tonne	\$ per bushel
EPV (100 per cent of the PRO)	\$202.00	\$5.50
Less discount	- 7.00	-0.19
Net EPV price	\$195.00	\$5.31
Reference grade initial payment (No. 1 CPSR)	-140.00	-3.81
EPO additional payment	55.00	1.50
Initial payment for the grade delivered (No. 2 CPSR)	130.00	5.53
Total payment	\$185.00	\$5.03

Joe is eligible for further CWB pool payments for his No. 2 CPSR once the payments exceed his total gross EPO payment of \$192 (\$185 + \$7 discount).  
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 EPO 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. The fee is charged to the assignor (original contract holder).
2. You can buy out the outstanding tonnes on your EPO contract. The buyout rate equals the discount per tonne at time of sign-up, less the time value of money, plus an administration fee of \$15 per transaction.
3. You can transfer your wheat EPO contract to a feed wheat EPO contract (must be the same EPV). The quality transfer option gives producers flexibility to meet their EPO commitments.

The CWB will charge the cost of opportunity to transfer as determined by the current market spread:

#### EPO transfer fee formula

{(original discount of the existing EPO - current discount of the existing EPO) + (current discount of the transfer class - original discount of the transfer class)} If negative, then \$0.

Plus applicable roll fee and \$15 per transaction administration fee. Roll fees are \$0.25 per tonne for 80 per cent, \$0.50 per tonne for 90 per cent and \$1.00 per tonne for 100 per cent.

If the EPV level for the original contract is not being offered for either the original grade or the transfer grade, the quality transfer option is not available.

Buy-outs and quality transfers can be conducted through e-Services or by calling the CWB at 1-800-275-4292. Assignment forms are only available by calling the CWB.



## CWB 2011-12 EARLY PAYMENT OPTION PROGRAM TERMS AND CONDITIONS Wheat

### 1. DEFINITIONS

- a. **"Actual Grade"** is the grade and/or protein of the *Wheat* actually delivered by the producer as reported on the Producer Certificate as defined in *The Canadian Wheat Board Act*.
- b. **"Buy-out Price"** is the price available from the Canadian Wheat Board (CWB) from time to time at which the CWB will allow the producer to buy out their obligations under this Agreement prior to delivery. The *Buy-out Price* equals the *Discount* per tonne on the *Sign-up Date*, less the time value of money and an administration fee of \$15 per transaction for 80, 90 and 100 per cent EPV levels. The *Buy-out Price* is only applicable for undelivered *Net Tonnes*.
- c. **"CWB Act"** means *The Canadian Wheat Board Act*, as amended from time to time.
- d. **"CWB e-Services"** means the information system available via the internet at [www.cwb.ca/eservices](http://www.cwb.ca/eservices). Producers can sign-up, view and edit delivery contracts, conduct Producer Payment Options transactions, view CWB payments, renew their delivery permit and monitor cash advances.
- e. **"Delivery Opportunities"** are the opportunities for the delivery of *Wheat* through CWB delivery contract calls made by the CWB from time to time during the crop year.
- f. **"Discount"** is the amount identified as such in the *Pricing Schedule* to be deducted from the *Early Payment Value*.
- g. **"EPO"** is the early payment option as provided herein.
- h. **"EPO Offer Expiry Date"** is July 31, 2012, or such earlier date as the CWB designates by withdrawing the *Offer*.
- i. **"EPO Payment"** is the amount that the producer will be paid for the *Net Tonnes* as set out herein in respect of the *EPO*, as applicable.
- j. **"Early Payment Value"** is the percentage of the Pool Return Outlook chosen by the producer at the time of acceptance and identified as such in the *Pricing Schedule*. A producer can apply the chosen *Early Payment Value* to the *Net Tonnes* by locking in one of the percentages pursuant to Paragraph 2. below.
- k. **"Fax Form"** is the "2011-12 Early Payment Option Sign-up/Lock-in Application" for *Wheat*.
- l. **"Initial, Adjustment, Interim and Final Payments"** are those payments made by the CWB for *Wheat* of the *Actual Grade* during the crop year in accordance with the *Canadian Wheat Board Act*.
- m. **"Net Tonnes"** is the number of net tonnes of *Wheat* that the producer has signed up under the *EPO* and will deliver to the CWB.
- n. **"Pricing Damages"** means the *Discount* per tonne on the *Sign-up Date*, less the time value of money plus an administration fee of \$15 per transaction for 80, 90 and 100 per cent levels.
- o. **"Pricing Schedule"** is the schedule published by the CWB from time to time that identifies the *Early Payment Value*, *Discount* and *Reference Grades*.
- p. **"Reference Grade"** for Canada Western Extra Strong is No. 1 CWES, for Canada Prairie Spring Red is No. 1 CPSR, for Canada Prairie Spring White is No. 1 CPSW, for Canada Western Red Winter is No. 1 CWRW 11.0 per cent, for Canada Soft White Spring is No. 1 CWSWS.
- q. **"Risk Premium"** is the cost charged to the producer to *Transfer* quantities previously contracted for an *EPO* for *Wheat* to an *EPO* for Feed Grade *Wheat* at the same percentage level. An amount of \$1.00 per tonne will be charged for the 100 per cent option, \$0.50 per tonne will be charged for the 90 per cent option and \$0.25 per tonne will be charged for the 80 per cent option.
- r. **"Settlement Date"** is the date on which a Producer Certificate is issued in respect of *Wheat* priced under the *EPO*.
- s. **"Sign-up Date"** is the date on which the producer commits the *Net Tonnes* to the program and locks in the *Early Payment Value* and *Discount*.
- t. **"Transfer"** is the process whereby a producer may transfer tonnes previously contracted for an *EPO* for *Wheat* to an *EPO* for Feed *Wheat* at the same *Early Payment Value* percentage plus *Risk Premium* and *Transfer Cost*, plus a \$15 transaction fee.
- u. **"Transfer Cost"** equals any positive value resulting from taking the original *Discount* of the priced class of *Wheat* less the current *Discount* of the priced class of *Wheat*, plus the current *Discount* of the *Transfer Feed Wheat*, less the original *Discount* of the *Transfer Feed Wheat*.
- v. **"Transfer Date"** is the date on which the producer chooses to *Transfer* a defined quantity of *Wheat* from a previously contracted *EPO* for *Wheat* to an *EPO* for Feed *Wheat*.
- w. **"Wheat"** for the purpose of this contract means *Wheat* grading CPSR, CPSW, CWES, Nos. 1, 2 and 3 CWRW and Nos. 1 and 2 CWSWS.



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**2. OFFER AND ACCEPTANCE**

- a. In accordance with these Terms and Conditions, the CWB offers to pay the producer in respect of the Net Tonnes, the amounts set forth in Paragraphs 3.d. and 3.e. below (the "Offer").
- b. The Offer is open for acceptance by the producer until July 31, 2012, unless earlier terminated by the CWB. The CWB reserves the right to withdraw the Offer at any time and without prior notice.
- c. The CWB reserves the right to withdraw the Offer for any reason, including where a producer has outstanding Pricing Damages pursuant to a previous Producer Payment Option contract.
- 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 outlined in Paragraph 2.f. below.
- 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. telephone the CWB at 1-800-275-4292 and provide the producer's CWB 10-digit producer ID number, confidential Personal Identification Number (PIN) and indicate the number of tonnes of Wheat the producer wishes to sign up as the Net Tonnes. The CWB's record of such telephone call, including any written confirmation, is conclusive and binding on the producer; or
  - ii. fax 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. The Fax Form will be deemed to have been received at the time printed on the fax by the CWB's fax machine.
  - iii. log into CWB e-Services at [www.cwb.ca/eservices](http://www.cwb.ca/eservices) and complete the sign-up transaction. The producer will indicate the number of tonnes of Wheat that the producer wants to sign up and then will lock in an EPO. Upon confirmation of the transaction using CWB e-Services the producer shall be bound by the Terms and Conditions of this Agreement.

**3. 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 for offers made by the producer prior to the announcement of Series A delivery contract acceptance for the 2011-12 crop year. If sufficient Delivery Opportunities are not provided during the 2011-12 crop year, the CWB will provide additional Delivery Opportunities.
- b. 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 Wheat that were available to the producer during the 2011-12 crop year.
- c. For Net Tonnes contracted pursuant to this Agreement after the Series A delivery contract acceptance levels are announced, the delivery guarantee will only be in effect up to the Series A delivery acceptance levels. The CWB is not obligated to accept delivery of any Net Tonnes contracted above the Series A acceptance level; and the producer must utilize any additional delivery opportunities provided through CWB delivery programs later during the 2011-12 crop year.
- d. The producer locking in an Early Payment Value and Discount under this Agreement shall be paid on the highest priced outstanding contract at time of settlement. The EPO Payment is calculated as follows in respect of each Net Tonne of Wheat:
  - i. the Initial Payment for the Actual Grade; plus
  - ii. the difference between the Early Payment Value locked in on the Sign-up Date and the Initial Payment for the Reference Grade on the Settlement Date; minus
  - iii. the Discount locked in on the Sign-up Date.
- e. The CWB also agrees to pay the producer all adjustment, interim or final payments for the Actual Grade delivered to the extent that such payments exceed the value calculated in Paragraph 3.d. above.
- f. If the payment total set out in Paragraph 3.d. is less than the Initial Payment for the Actual Grade on the Settlement Date, the CWB shall have the right to set-off, to the extent of the difference, 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. Any such delivery permit may be so endorsed.
- g. Payments shall be subject to all deductions authorized under the Canadian Wheat Board Act or otherwise authorized by law, including, without limitation, deductions under the Agricultural Marketing Programs Act, the



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*Prairie Grain Advance Payments Act, the Spring Credit Advance Program and the Enhanced Spring Credit Advance Program.*

**4. PRODUCER'S OBLIGATIONS**

- a. The producer undertakes to deliver the *Net Tonnes* in accordance with the CWB's delivery contract program(s) 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 or selecting a payment option pursuant to this Agreement. In the event of such an inconsistency, the provisions of this Agreement will prevail.

**5. LOCKING IN THE EARLY PAYMENT VALUE AND DISCOUNT**

- a. The producer must lock-in an *Early Payment Value* and *Discount* for all of the *Net Tonnes* in accordance with the *Pricing Schedule* in effect on the *Sign-up Date*. No partial lock-ins are permitted.
- b. The *Early Payment Value* and the *Discount* locked in shall be those in effect at the time the CWB receives the producer's acceptance of the *Offer* in accordance with Paragraph 2.f.
- c. Any attempt by the producer to lock in the *Early Payment Value* and *Discount* will not be valid unless it strictly complies with Paragraph 2.f.
- d. *EPO* contracts originating from a *Transfer* will receive the *Early Payment Value* and *Discount* in accordance with the *Pricing Schedule* in effect on the *Sign-up Date*. The *Risk Premium* will be charged to the producer in addition to the *Discount*, the *Transfer Cost* and a \$15 administration fee for each transaction.

**6. DESIGNATING THE NET TONNES**

- a. On or before the *Settlement Date*, the producer shall indicate whether any or what portion of the *Wheat* to be delivered shall be deemed the *Net Tonnes* and priced as such under the *EPO*. Such designation shall be made to the CWB's agent at the location where the *Wheat* is delivered.

**7. PRODUCER BUY-OUTS, TRANSFERS AND ASSIGNMENTS**

- a. The producer may, at any time after entering into this Agreement, buy-out his/her obligations hereunder by paying to the CWB the *Buy-out Price*.
- b. *Transfer* all or a portion of the outstanding *Net Tonnes* to an *EPO* for *Feed Wheat*. All of the terms and conditions for the *EPO* for *Feed Wheat* will apply. The *Early Payment Value* and *Discount* for an *EPO* for *Feed Wheat* available on the *Sign-up Date* will apply, subject to a *Transfer Cost*. The *Transfer Cost* will be based on market values on the date the producer contacts the CWB to *Transfer*.
- c. The producer (assignor) may assign all the rights and obligations of this Agreement to another producer (assignee) upon obtaining written consent from the CWB. A \$15 administration fee will be charged to the assignor for each transaction.

**8. DEFAULT**

- a. The producer shall be deemed to be in default under this Agreement ("in *Default*") if the producer fails, for any reason, to deliver all of the *Net Tonnes* in accordance with the CWB's published *Delivery Opportunities* and this Agreement. Any *Default* will require the producer to pay *Pricing Damages*. The producer will be prohibited from entering into any future Producer Payment Option agreements until such time as the *Pricing Damages* pursuant to this Agreement and any applicable liquidated damages are paid.
- b. In the event that the producer is in *Default* as a result of his/her failure to deliver the *Net Tonnes* through the CWB's published *Delivery Opportunities*, the *Pricing Damages* assessed in accordance with this Agreement will be paid in addition to any liquidated damages which may be assessed pursuant to any delivery contract entered into with the CWB. Any *Default* will require the producer to pay *Pricing Damages* to the CWB within 30 days of any such *Default* or make a suitable repayment agreement. The producer is responsible to deliver 100 per cent of the contracted *EPO* tonnage and any shortfall is subject to *Pricing Damages*.
- c. The producer and the CWB agree that the *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.



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- d. *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. Any such delivery permit may be so endorsed.
- e. In the event that the producer ceases to make deliveries to the CWB, the CWB may, in its sole discretion, engage a collection agency to assist with the collection of the outstanding *Pricing Damages*.

**9. GENERAL**

- 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 expressed 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 the sake of clarity, the term "this Agreement" as used herein shall include the *Fax Form* and the *2011-12 Early Payment Option for Wheat: Terms and Conditions*.
- 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 he/she is of the age of majority in the Province of Manitoba. Where the producer is a corporation, partnership, co-operative 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 is of the age of majority in the Province of Manitoba.
- 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 by the producer of this Agreement will bind the CWB without its prior written consent.
- f. If the producer is a corporation, partnership, co-operative 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.
- h. 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 or delay of the CWB to exercise any right or remedy be considered a waiver of any right or remedy it may have.
- i. Any deliveries made against this Agreement may be made to the benefit of any producer listed under the producer's permit book. All deliveries are subject to the terms and conditions established for the 2011-12 crop year.
- j. Time shall be of the essence in this Agreement.