





# POST-HARVEST / FALL ADVANCE APPLICATION – 2024/25




**Please review these important details before beginning your application**


## Eligibility

-  **Producers structured as corporations, cooperatives, and partnerships** are eligible for a FarmCash Advance. The Producer must have produced the commodities, continuously own the commodities, and be responsible for the marketing of the commodities being applied for through the FarmCash program.
-  For cattle advances the Producer must own the livestock applied for on the advance and livestock must be born prior to applying.



## Decision Appeals

-  A rejected advance application can be appealed by the producer. An appeals committee at FarmCash will examine the justifications and supporting documentation submitted by the applicant for reconsideration. For further information, send an email to [info@farmcashadvance.com](mailto:info@farmcashadvance.com).




## Application Fee

-  A non-refundable administration fee of \$250 will be deducted from each advance issued to the producer. This fee is payable to the administrator for the purpose of processing the application.


## Advance Limits

-  Producers can apply for a FarmCash Advance of up to \$1,000,000. The first \$250,000 is interest free subject to terms and conditions. The interest free provision and maximum advance is cumulative over all APP Administrators.
-  The maximum cumulative advance that can be issued to a Producer, including current outstanding advances (2022 and 2023) and eligible advances for 2024, can at no time exceed \$1,000,000.







## Security

-  **Grains, oilseeds and pulse** post-harvest advances are secured by the crop in storage.
-  **Livestock producers** must be enrolled in 2024 AgriStability or provide a valid Livestock Insurance Program (LPI) contract to be eligible for an advance.
-  **Honey** post-harvest advances are secured by the honey in storage.



## Interest Charges

-  Interest bearing advances are subject to interest rate at TD Prime Rate less 0.5% (calculated daily), which is calculated and applied to accounts on at least a monthly basis.




## Inspection Verification

-  A field and/or inventory inspection may need to be conducted to ensure adherence to the Repayment Agreement. The producer is responsible for covering the cost of the inspection, payable to the administrator.
-  Refusal of an inspection will result in an immediate default.
-  Every program year, Alberta Grains conducts inspections on randomly selected recipients of Advances to verify compliance with AMPA .
-  Additional criteria may be used in determining the inspection sample group, including: a) insufficient documentation of sale; b) advances repaid the last month before the program deadline; c) producers who had one or more defaults during the past three APP program years; and d) advances that FarmCash deems high risk.
-  If upon inspection a producer is found to have an inventory shortage, the Producer will have 30 calendar days to repay the short amount or be declared in default.
-  If your commodity is stored jointly with another producer, a clear breakdown by producer shall be provided at the time of inspection.

## Default




-  Failure to comply with the Repayment Agreement, including, but not limited to full repayment by the end of the Production Period, will result in the Producer’s account being declared in default.
-  Upon default:
  1. An upfront default fee of 3% of the outstanding balance will be charged;
  2. The interest free benefit must be repaid;
  3. Default interest is charged at the TD Prime Rate plus 1% on the outstanding balance from the date the advance was issued to the date of default;
  4. Default interest is charged at the TD Prime Rate plus 3% on the outstanding balance from the date of default until repaid in full

## Repayment





-  Repayments are applied as follows:
  1. Interest free principal portion of advance (if applicable);
  2. Interest charges applied (if applicable);
  3. Interest-bearing principal portion of advance (if applicable).
-  When multiple advances are outstanding, repayments are first applied on the basis of “oldest advance first”.
-  Repay through cheque, electronic funds transfer or authorized buyer.






## Please review the following Repayment Deadline dates

		PRODUCTION PERIOD	REPAYMENT DEADLINE
	<b>Field Crops &amp; Honey</b> 	Apr. 1, 2024 to Sept. 30, 2025 Oct. 1, 2023 to Sept. 30, 2025 (Winter Cereals)	<b>Sept. 30, 2025</b>
	<b>Livestock</b> 	Apr. 1, 2024 to Mar. 31, 2026	<b>Mar. 31, 2026</b>

## Repayment Requirements

-  Producers are required to repay their Advance as they sell the commodities listed on their advance.
-  Repayment is required within 30 calendar days of receipt of payment (date that cheque/ payment is issued) .
-  Repayments submitted outside of those deadlines may be subject to an interest penalty.
-  Minimum repayment is calculated by multiplying the Advance Rate in effect at time of issuance by the number of units sold.

## Proof of Sale

-  Proof of sale documentation for repayments made directly to Alberta Grains must be provided.
-  Below information must be contained in an acceptable proof of sale document:
  - Date of sale
  - Name of seller (including contact information)
  - Name of buyer (including contact information)
  - Type of Agricultural product sold
  - Quantity of agricultural product sold
  - Monies (net amount) received for sales of agricultural product.
-  Proof of sale documentation is required in all circumstances, except as noted below for crops:
  - Repayments without proof of sale in excess of the greater of \$10,000 or 10% of the total amount of the advance will be charged an interest penalty at the rate of TD Prime.
  - For advances on crops, proof of sale documentation is not required for repayments made from the beginning of the production period to January 31, 2025.
  - Refer to Section 3.0 of the Terms and Conditions for further details.

## POST/HARVEST FALL ADVANCE CHECKLIST

**⚠️ \* Please Review Checklist to Avoid Application Processing Delays. Submit your paper work within five business days to keep your spot in the queue.**

### PRODUCER INFORMATION

✓ when complete

🌾 ALL PRODUCERS REQUIRE A CRA BUSINESS NUMBER IN THIS SECTION

🌾 ALL PRODUCERS MUST AFFIRM WHETHER THEY HAVE FILED, NOTIFIED, OR HAVE PREVIOUSLY DECLARED BANKRUPTCY UNDER THE BANKRUPTCY & INSOLVENCY ACT.

PAGE 5

### RELATED PRODUCERS

🌾 ALL PRODUCERS MUST COMPLETE THIS DOCUMENT DECLARING ANY RELATEDNESS OF THE PRODUCER TO OTHER APP RECIPIENTS/PRODUCERS.

PAGE 6-7

### PRODUCER ATTESTATION

🌾 ALL PRODUCERS MUST CAREFULLY READ THE DECLARATION OF PRODUCER & REPAYMENT AGREEMENT.

PAGE 11

### PRIORITY AGREEMENT - SECURED CREDITOR

🌾 ALL PRODUCERS MUST COMPLETE THIS SECTION DECLARING ANY SECURED CREDITOR(S) THAT HAS, OR COULD HAVE SECURITY INTEREST OR LIEN ON THE THEIR

PAGE 12-13

### ASSIGNMENT OF INDEMNITY

🌾 SELECT THE LIVESTOCK PRICE INSURANCE INDEMNITY FORM IF APPLICABLE TO YOU, SIGN IT AND HAVE IT WITNESSED BY ANYONE WHO IS AT OR PAST THE AGE OF MAJORITY. THE FORM MUST BE SIGNED BY AN AUTHORIZED PERSON AS LISTED ON YOUR INSURANCE CONTRACT.

PAGE 14

### BRM ASSIGNMENT FORM

🌾 IF YOU ARE USING AGRISTABILITY AS SECURITY, YOU MUST COMPLETE AND SIGN THIS FORM.

PAGE 15

### LIABILITY AGREEMENTS

🌾 **PERSONAL LIABILITY AGREEMENT:** CORPORATIONS WITH A SINGLE SHAREHOLDER MUST HAVE THE SHAREHOLDER SIGN.

🌾 **JOINT & SEVERAL LIABILITY AGREEMENT:** PRODUCERS STRUCTURED AS A CORPORATION WITH MORE THAN ONE (1) SHAREHOLDER, A COOPERATIVE, OR A PARTNERSHIP MUST HAVE ALL THEIR SHAREHOLDERS, MEMBERS OR PARTNERS SIGN.

PAGE 16-18

### GUARANTOR CERTIFICATE

- 🌾 PRODUCER WHO IS SECURING AN ADVANCE WITH A THIRD-PARTY GUARANTOR MUST COMPLETE THIS FORM.
- 🌾 MUST SECURE A LETTER OF GUARANTEE FROM THE FINANCIAL INSTITUTION.
- 🌾 THE ORIGINAL COPY OF THE GUARANTEE CERTIFICATE MUST BE PROVIDED WITH THE APPLICATION

PAGE 19

### ADVANCE RATES

🌾 THESE ADVANCE RATES ARE EFFECTIVE APRIL 1, 2024 BUT ARE SUBJECT TO CHANGE DURING THE APPLICABLE PRODUCTION PERIOD.

PAGE 27

## DOCUMENTS CHECKLIST

### Mandatory Documentation \*

CATEGORY	REQUIRED DOCUMENTS	
IDENTIFICATION	<b>2 PIECES OF VALID GOVERNMENT-ISSUED ID FOR ALL BORROWERS *</b>	
	<b>LIST A (Minimum One Required)</b>	<b>LIST B</b>
	<input type="checkbox"/> Canadian driver's license	<input type="checkbox"/> Canadian birth certificate
	<input type="checkbox"/> Canadian passport	<input type="checkbox"/> Possession and Acquisition License (PAL)
	<input type="checkbox"/> Certificate of Canadian Citizenship	<input type="checkbox"/> Canadian Firearms License
	<input type="checkbox"/> Permanent resident card	<input type="checkbox"/> Immigration Canada Document IMM 1000, 1442, 5292 or 5688
	<input type="checkbox"/> Certification of Naturalization (paper document or card)	<input type="checkbox"/> Provincial or territorial health insurance card (where permitted under provincial or territorial law. Cannot be used in Ontario, Manitoba, Nova Scotia, or PEI.)
	<input type="checkbox"/> Certificate of Indian Status	
	<input type="checkbox"/> Provincially issued ID card with photo (in lieu of driver's license)	

CATEGORY	REQUIRED DOCUMENTS	CHECK
FINANCIAL	Signed Loan Application Form *	<input type="checkbox"/>
	VOID Cheque or Direct Deposit Bank Form *	<input type="checkbox"/>
	CRA Notice of Assessment and/or Statement of Account (required for all advances \$400K and over *)	<input type="checkbox"/>
	2 Years of Financial statements (required for all advances \$400K and over *)	<input type="checkbox"/>
	Two Vendor Credit References (new borrowers *)	<input type="checkbox"/>

CATEGORY	REQUIRED DOCUMENTS	
INSURANCE - COLLATERAL	<b>PROOF OF INSURANCE</b>	<b>PROOF OF COLLATERAL</b>
	<input type="checkbox"/> Livestock Price Insurance (Livestock *)	<input type="checkbox"/> Production Report (Fall Advances for Stored Grains/Honey *)
	<input type="checkbox"/> Business Risk Management (BRM) (Livestock *)	

CATEGORY	REQUIRED DOCUMENTS IF APPLICABLE	CHECK
ADDRESS VALIDATE	Utility bills (e.g., electricity, water, phone)	<input type="checkbox"/>
	Bank or Credit Card Statements	<input type="checkbox"/>
	Government documents (e.g., NOA, GST statement)	
LEGAL DOCS (IF APPLICABLE)	Power of Attorney (if someone else will be signing loan documents on your behalf)	<input type="checkbox"/>
	Authorized Contact Form (if permitted to make inquiries on behalf of the business or borrower)	<input type="checkbox"/>
PROOF OF BUSINESS	<b>FOR INCORPORATED BUSINESSES / PARTNERSHIPS ONLY</b>	
	Certificate of Incorporation or Partnership *	<input type="checkbox"/>
	Articles of Incorporation *	<input type="checkbox"/>
	Ownership Structure chart or Declaration of Shareholders, Directors & Partners *	<input type="checkbox"/>
	Proof of Annual Filing *	<input type="checkbox"/>

## SELF IDENTIFICATION QUESTION



RESPONSES TO THE QUESTIONS IN THIS SUBSECTION WILL BE SHARED WITH AGRICULTURE AND AGRI-FOOD CANADA AND MAY BE USED FOR REPORTING PURPOSES AND TO INFORM FUTURE GOVERNMENT POLICIES, PROGRAMS AND COMMUNICATION ACTIVITIES. SELF IDENTIFICATION IS VOLUNTARY. IF YOU DO NOT WISH TO PROVIDE THIS INFORMATION, YOU CAN CHECK "DECLINE TO IDENTIFY" OR "PREFER NOT TO ANSWER". FAILURE TO COMPLETE THE QUESTIONS WILL BE VIEWED AS CHOOSING "DECLINE TO IDENTIFY" OR "PREFER NOT TO ANSWER". AAFC IS COMMITTED TO THE FAIR AND TRANSPARENT DISTRIBUTION OF PROGRAM FUNDS. YOUR APPLICATION WILL NOT BE DEEMED INELIGIBLE OR ASSESSED LESS FAVORABLY BASED ON YOUR RESPONSES TO THESE QUESTIONS OR IF YOU DECLINE TO IDENTIFY.

**A.**

**DOES YOUR FARMING BUSINESS'S OWNERSHIP GROUP INCLUDE SIGNIFICANT REPRESENTATION (30% OR MORE) FROM ONE OR MORE OF THE FOLLOWING GROUPS (CHECK ALL THAT APPLY)?**

- INDIGENOUS PEOPLES  
PLEASE SPECIFY:  FIRST NATIONS  MÉTIS NATION  INUIT  UNKNOWN
- WOMEN
- GENDER PARITY (50% OR MORE WOMEN AND/OR NON-BINARY)
- 2SLGBTQI+
- VISIBLE MINORITIES
- PERSONS WITH DISABILITIES
- YOUTH (UNDER 35)
- AN OFFICIAL LANGUAGE MINORITY COMMUNITY (FRENCH-SPEAKING PEOPLE OUTSIDE QUEBEC OR ENGLISH-SPEAKING PEOPLE IN QUEBEC)  
PLEASE SPECIFY:  ENGLISH  FRENCH
- NOT APPLICABLE
- DECLINE TO IDENTIFY

**B.**

**IF YOUR BUSINESS'S OWNERSHIP GROUP INCLUDES SIGNIFICANT REPRESENTATION FROM AN OFFICIAL LANGUAGES MINORITY GROUP, WAS YOUR FARMING BUSINESS ABLE TO OBTAIN APP INFORMATION AND SERVICES IN THE MINORITY LANGUAGE?**

- NOT APPLICABLE (DID NOT CHECK OFFICIAL LANGUAGES MINORITY IN QA)
- NO
- YES
- PREFER NOT TO ANSWER

**C.**

**HOW MANY YEARS OF EXPERIENCE DOES THE OWNERSHIP GROUP OF YOUR FARMING BUSINESS HAVE RUNNING A FARM?**

- 0-6 YEARS
- 7-19 YEARS
- 20 YEARS AND OVER
- PREFER NOT TO ANSWER

**PART 1 APPLICANT INFORMATION FOR Corporations/Cooperatives/Partnerships**

Indicate type of business: <i>(check one)</i>	<input type="checkbox"/> Corporation	<input type="checkbox"/> Cooperative	<input type="checkbox"/> Partnership
-----------------------------------------------	--------------------------------------	--------------------------------------	--------------------------------------

***(Certificate of Incorporation/Proof of Partnership required as attachment)***

**1.1 CONTACT INFORMATION**

APP ID #:	CRA BUSINESS NUMBER:
FULL LEGAL NAME:	
AUTHORIZED PERSON(S): <i>(Full Legal Name of person(s) authorized to sign on behalf of the Corporation/Partnership/Cooperative)</i>	
COMMODITY SALES: <i>(Full Legal Name or business name used on sale tickets)</i>	

**LEGAL ADDRESS**

STREET ADDRESS	CITY/TOWN	PROVINCE	POSTAL
PHONE #	FAX #	EMAIL ADDRESS	

**BUSINESS MAILING ADDRESS (IF DIFFERENT FROM ABOVE):**

STREET ADDRESS	CITY/TOWN	PROVINCE	POSTAL
PHONE #	FAX #	EMAIL ADDRESS	

**1.2 SHAREHOLDERS, MEMBERS AND PARTNERS**

List all Shareholders, Members or Partners of the Corporation/Cooperative/Partnership related to this application.

APP ID	FIRST NAME	LAST NAME	MAILING ADDRESS: <i>StreetAddress, City/Town, Prov., Postal</i>	PHONE #	DATE OF BIRTH YYYY-MM-DD	INTEREST IN OPERATION
						%
						%
						%
						%

None of the above individuals have outstanding liability under any previous cash advance through their person or any Partnership, Corporation or Cooperative in which the individual has at least a 25% shareholder interest, or is entitled to at least 25% of the profits therein.

**1.3 DECLARATION OF BANKRUPTCY**

1. Have you or any of shareholders in the Corporation/Cooperative/Partnership declared bankruptcy within the past 7 years?  YES  NO
2. Are you or any of the shareholders in the Corporation/Cooperative/Partnership seeking protection under any other insolvency or bankruptcy related statute such as the Companies' Creditors Arrangement Act, or the Farm Debt Mediation Act?  YES  NO

## 1.4 DECLARATION OF APP ADVANCES REQUESTED / RECEIVED

1. Do you or any shareholders in the Corporation/Cooperative/Partnership have an outstanding advance with another APP Administrator?  YES  NO
2. Have you applied for an advance with another APP Administrator this program year?  YES  NO
3. Have you or any of the shareholders in the Corporation/Cooperative/Partnership been declared in default with an APP Administrator?  YES  NO

**! PRODUCERS WHO REPLIED YES TO ANY OF THE QUESTIONS ABOVE ARE REQUIRED TO COMPLETE BELOW TABLE.** 







NAME OF APP ADMINISTRATOR FROM WHICH AN ADVANCE WAS REQUESTED/RECEIVED	AGRICULTURE PRODUCT FOR WHICH AN ADVANCE WAS REQUESTED/RECEIVED	PROGRAM YEAR (YYYY)	AMOUNT OF ADVANCE REQUESTED/RECEIVED
			\$
			\$
			\$

## 1.5 DECLARATION OF RELATED PRODUCERS

### PLEASE REVIEW DEFINITION OF RELATED PRODUCERS BELOW

Under the Agriculture Marketing Programs Act (AMPA), the Spring Credit Advance Program (SCAP), Enhanced Spring Credit Advance Program (ESCAP), and the Advance Payments Program (APP), the Producer is responsible for ensuring that all individual producers, related producers, associates with interest in the Agricultural Product in question and associated advances are clearly identified.

**Producers are related** if they do not deal with each other at arm's length. In the absence of proof to the contrary, producers are presumed to be related to another producer in any of the following circumstances:

-  one of the producers is a spouse or common-law partner of the other producer;
-  one of the producers owns 25% or more of the voting shares of the other producer;
-  one of the producers owns at least 25% of the voting shares of a corporation that directly or indirectly through any other corporation owns 25% or more of the voting shares of the other producer;
-  one of the producers is entitled to receive 25% or more of the profits or revenue of the other producer; and
-  the producer shares any management and administrative services, equipment, facilities or overhead expenses of a farming operation with the other producer, but is not in partnership with the other producer; or
-  any other circumstances set out in the Agricultural Program Marketing Act or the Agricultural Program Marketing Regulations

**Common-law partnership** means the relationship between two persons who are cohabitating in a conjugal relationship, having so cohabitated for a period at least one year.

1. According to the above definitions, are you related to another produce?  YES  NO  
*If the answer is NO, skip questions 2 & 3 and proceed directly to Part 2 of this application.*
2. Has a related producer a) applied for an APP Advance in this program year; **OR** b) has participated in APP during a previous program years?  YES  NO
3. Are any related producers currently in default or ineligible under the Advance Payments Program (APP), Spring Credit Advance Program (SCAP), or Enhanced Spring Credit Advance Program (ESCAP)?  YES  NO

**PRODUCERS WHO REPLIED YES TO ANY OF THE QUESTIONS ABOVE ARE REQUIRED TO COMPLETE SECTION 1.6– DECLARATION OF RELATED PRODUCERS' APP ADVANCES, AND SECTION 1.7 – REFUTATION OF RELATEDNESS ON NEXT PAGE**

The personal and/or business information submitted on this form is collected under the authority of Section 10 of the Agricultural Marketing Programs Act. Any personal information collected by the Administrator will be used to administer the program in accordance with the Personal Information Protection and Electronic Documents Act (PIPEDA) or under legislation applicable within their jurisdiction. Any personal and/or business information may be disclosed to Agriculture and Agri-Food Canada (AAFC) and will be used to administer the program in accordance with the Privacy Act and Access to Information Act. The information may be used for the purposes consented to in the Declaration. Individuals have the right to request access to and correction of their personal information. Should you have any questions concerning your information and privacy, please contact: Agriculture and Agri-Food Canada's Access to Information and Privacy Director, Floor 10, 1341 Baseline Road, Tower 7, Ottawa ON K1A 0C5 or by email at [AAFC.Privacy-vieprivée.AAC@AGR.GC.CA](mailto:AAFC.Privacy-vieprivée.AAC@AGR.GC.CA) and reference AAFC's personal information bank Agricultural Marketing Programs Act: Advance Payments Program, PPU 140. (2024).





## 1.6 DECLARATION OF RELATED PRODUCERS' APP ADVANCES

List all Related Producers who received an advance for this year or past program years from FarmCash or any other APP Administrators.

APP ID #	NAME OF THE RELATED PRODUCER THAT RECEIVED AN ADVANCE	MAILING ADDRESS	DATE OF BIRTH YYYY-MM-DD	PHONE #	NAME OF APP ADMINISTRATOR	PROGRAM YEAR (YYYY)
	INSERT FULL LEGAL NAME					
	INSERT FULL LEGAL NAME					

## 1.7 REFUTATION OF RELATEDNESS

Answer the questions below for each related producer listed in the Declaration of Related Producers' APP Advances section above.

-  If you respond "NO" to any of the questions below, you have not rebutted the presumption of relatedness with the producer in question.
-  If you respond "YES" to all the statements below, you have established that you deal at arm's length with the producer(s) in question, and the Administrator may request the appropriate documentation to support your responses, such as articles of incorporation, financial statements, leases, receipts, etc.

NAME OF THE RELATED PRODUCER WHO RECEIVED AN ADVANCE

- |                                                                                                                                                                        |    |                          |     |                          |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|--------------------------|-----|--------------------------|
| a) The Related Producer and I file separate tax returns, and/or have separate financial statements.                                                                    | NO | <input type="checkbox"/> | YES | <input type="checkbox"/> |
| b) The Related Producer and I are not employees or acting agents of the other.                                                                                         | NO | <input type="checkbox"/> | YES | <input type="checkbox"/> |
| c) The Related Producer and I conduct all business dealings between one another at fair market value with documented transactions (i.e. sharing of equipment or land). | NO | <input type="checkbox"/> | YES | <input type="checkbox"/> |
| d) The Related Producer and I do not share any management and administrative services, equipment, facilities or overhead expenses of a farming operation.              | NO | <input type="checkbox"/> | YES | <input type="checkbox"/> |

NAME OF THE RELATED PRODUCER WHO RECEIVED AN ADVANCE

- |                                                                                                                                                                        |    |                          |     |                          |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|--------------------------|-----|--------------------------|
| a) The Related Producer and I file separate tax returns, and/or have separate financial statements.                                                                    | NO | <input type="checkbox"/> | YES | <input type="checkbox"/> |
| b) The Related Producer and I are not employees or acting agents of the other.                                                                                         | NO | <input type="checkbox"/> | YES | <input type="checkbox"/> |
| c) The Related Producer and I conduct all business dealings between one another at fair market value with documented transactions (i.e. sharing of equipment or land). | NO | <input type="checkbox"/> | YES | <input type="checkbox"/> |
| d) The Related Producer and I do not share any management and administrative services, equipment, facilities, or overhead expenses of a farming operation.             | NO | <input type="checkbox"/> | YES | <input type="checkbox"/> |

The personal and/or business information submitted on this form is collected under the authority of Section 10 of the Agricultural Marketing Programs Act. Any personal information collected by the Administrator will be used to administer the program in accordance with the Personal Information Protection and Electronic Documents Act (PIPEDA) or under legislation applicable within their jurisdiction. Any personal and/or business information may be disclosed to Agriculture and Agri-Food Canada (AAFC) and will be used to administer the program in accordance with the Privacy Act and Access to Information Act. The information may be used for the purposes consented to in the Declaration. Individuals have the right to request access to and correction of their personal information. Should you have any questions concerning your information and privacy, please contact: Agriculture and Agri-Food Canada's Access to Information and Privacy Director, Floor 10, 1341 Baseline Road, Tower 7, Ottawa ON K1A 0C5 or by email at [AAFC.Privacy-vieprivée.AAC@AGR.GC.CA](mailto:AAFC.Privacy-vieprivée.AAC@AGR.GC.CA) and reference AAFC's personal information bank Agricultural Marketing Programs Act: Advance Payments Program, PPU 140. (2024).

## 2.1 POST-HARVEST FALL ADVANCE – LIVESTOCK



### LIVESTOCK COMMODITIES



List only those commodities for which you are applying for advance. Livestock must be born prior to advance.

TYPE OF INSURANCE	REQUIRED DOCUMENTS	REQUIRED INPUTS
AGRISTABILITY	I. 2024 Program Enrollment/Fee Notice/Payment II. AgriStability SCHEDULE 1 – 7 report	Fill <i>only</i> <b>Schedule A</b> table labelled 'Livestock with AgriStability' to calculate \$ amount value.
LIVESTOCK PRICE INSURANCE (LPI)	I. Statement(s) of Coverage & Premium II. Proof of payment for Policy Premium	Fill <i>only</i> <b>Schedule B</b> table labelled 'Livestock with Livestock Price Insurance'. Complete both part 1 and part 2 of the table to calculate \$ amount value.

#### SCHEDULE A. - LIVESTOCK WITH AGRISTABILITY

LIVESTOCK TYPE (EX. CATTLE, CALF-FEEDER 400–700LBS)	NUMBER OF HEAD TO BE ADVANCED ON	FARM CASH ADVANCE RATE/HEAD (REFER TO PAGE 27 FOR ADVANCE RATE)	\$ AMOUNT
		X	=
		X	=
		X	=
		X	=
		X	=
<b>TOTAL OF LIVESTOCK COMMODITIES:</b>			<b>1</b> \$
ADVANCE REQUESTED BY PRODUCER			<b>A</b> \$

#### SCHEDULE B. - LIVESTOCK WITH LIVESTOCK PRICE INSURANCE

##### PART 1. ELIGIBLE ADVANCE BASED ON LIVESTOCK INVENTORY

LIVESTOCK TYPE (EX. CATTLE, CALF-FEEDER 400–700LBS)	NUMBER OF HEADS TO BE ADVANCED ON	FARM CASH ADVANCE RATE/HEAD (REFER TO PAGE 27 FOR ADVANCE RATE)	\$ AMOUNT
		X	=
		X	=
		X	=
<b>MAXIMUM ADVANCE ELIGIBLE UNDER APP</b>			<b>X</b> \$

##### PART 2. ELIGIBLE ADVANCE BASED ON LPI COVERAGE

LIVESTOCK TYPE (EX. CATTLE, CALF-FEEDER 400–700LBS)	INVOICE #	EXPIRY DATE	INSURED INDEX (PRICE PER CWT)	INSURED WEIGHT (CWT)	INSURED MARKET VALUE
				X	=
				X	=
				X	=
<b>TOTAL MARKET VALUE INSURED WITH LPI</b>					<b>Y</b> \$
<b>MAXIMUM ADVANCE ELIGIBLE UNDER LPI (Y x 50%)</b>					<b>Z</b> \$
<b>MAXIMUM ELIGIBLE APP ADVANCE (LESSER OF LINE Y OR LINE Z ABOVE CALCULATED)</b>					<b>B</b> \$

**!** THE PRODUCER MUST MAINTAIN CONTINUOUS LPI COVERAGE, WHICH MAY REQUIRE 1 OR MORE LPI CONTRACTS, UNTIL THE ADVANCE HAS BEEN PAID IN FULL. PRODUCER HAS 10-DAYS TO NOTIFY ADMINISTRATOR OF THEIR INTENT TO RENEW THEIR LPI CONTRACT PRIOR TO THE EXPIRY DATE. IF POLICY EXPIRES, PRODUCER HAS 60-DAYS TO RENEW OR REPAY IN FULL, OR ACCOUNT WILL AUTOMATICALLY GO INTO DEFAULT STATUS AND ADDITIONAL FEES/PENALTIES WILL BE APPLIED.

2024-08-30  
v1.00.00

The personal and/or business information submitted on this form is collected under the authority of Section 10 of the Agricultural Marketing Programs Act. Any personal information collected by the Administrator will be used to administer the program in accordance with the Personal Information Protection and Electronic Documents Act (PIPEDA) or under legislation applicable within their jurisdiction. Any personal and/or business information may be disclosed to Agriculture and Agri-Food Canada (AAFC) and will be used to administer the program in accordance with the Privacy Act and Access to Information Act. The information may be used for the purposes consented to in the Declaration. Individuals have the right to request access to and correction of their personal information. Should you have any questions concerning your information and privacy, please contact: Agriculture and Agri-Food Canada's Access to Information and Privacy Director, Floor 10, 1341 Baseline Road, Tower 7, Ottawa ON K1A 0C5 or by email at [AAFC.Privacy-vieprivree.AAC@AGR.GC.CA](mailto:AAFC.Privacy-vieprivree.AAC@AGR.GC.CA) and reference AAFC's personal information bank Agricultural Marketing Programs Act: Advance Payments Program, PPU 140. (2024).

## 2.2 STORED GRAIN ADVANCE



### STORED GRAIN ADVANCE



**Use this section to apply for an advance for harvested crops, forage, hay, and grass seeds in storage. You may also use this section after you have harvested crops, forage, hay, and grass seeds on which you have obtained an advance for Agricultural Products in Production. If you have obtained an advance of Agricultural Products in Production, this advance will be repayable by December 31, 2024, if FarmCash does not receive this section filled by December 31, 2024.**

List only those commodities for which you are applying for an advance in the table below.

COMMODITY	YEAR CROP HARVESTED	STORED QUANTITY AGAINST WHICH ADVANCE IS REQUESTED	METRIC TONNE OR LBS OR BU.	FARM CASH ADVANCE RATE	REFER TO PAGE 27 FOR ADVANCE RATE.	\$ AMOUNT
			×		=	
			×		=	
			×		=	
			×		=	
			×		=	
			×		=	
			×		=	
<b>TOTAL OF STORED GRAIN COMMODITIES:</b>					<b>2</b>	<b>\$</b>
STORED GRAIN ADVANCE REQUESTED BY PRODUCER					<b>C</b>	<b>\$</b>



### ACTUAL HONEY



COMMODITY	ACTUAL PRODUCTION QTY (LBS)	METRIC TONNE OR LBS OR BU.	FARM CASH ADVANCED RATE	REFER TO PAGE 27 FOR HONEY ADVANCE RATE.	\$ AMOUNT	
HONEY		×		=		
ADVANCE REQUESTED BY PRODUCER					<b>D</b>	<b>\$</b>

**TOTAL ADVANCE ELIGIBLE (MAX. \$1,000,000)** **1 + B + 2 + Honey = \$**

**TOTAL ADVANCE REQUESTED (MAX. \$1,000,000)** **A + B + C + D = \$**

**»» CONTINUE TO NEXT PAGE FOR SIGNATURE**

**\* Required: Please ensure that all necessary fields below are filled out.**

Select the commodity for which you applied the advance and using legal description of the land, indicate where you have seeded or stored the crop(s), located beehives, or housed the livestock. **Note:** Producers with multiple locations, separate each description with a comma (,).

CROP COMMODITIES (INTENDED/ACTUAL)  
  HONEY (INTENDED/ACTUAL)  
  STORED GRAIN  
  LIVESTOCK

PROVIDE LEGAL DESCRIPTION OF LAND(SECTION-TOWNSHIP-RANGE)

## ISSUING ADVANCES

Select from one the following funding options indicating how you would like to receive advance for the commodities applied. **Note:** producers with an existing Intended Advance transferring to Actual/Anticipated Advance, select funding option from "Transfer Producers Only".

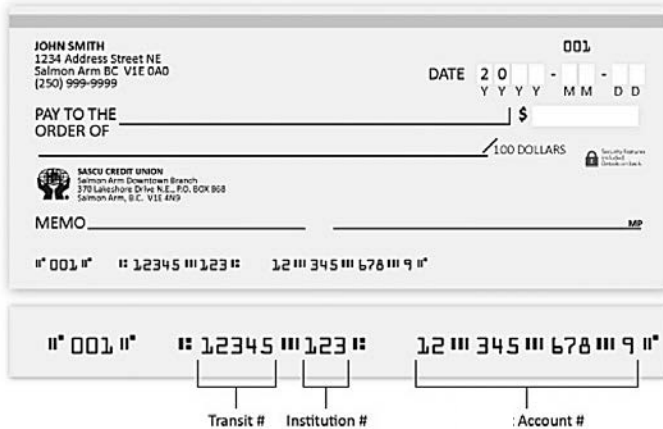
- \*  ISSUE MAXIMUM ELIGIBLE INTEREST-FREE FUNDS ONLY
- \*  ISSUE MAXIMUM ELIGIBLE AMOUNT  
 (Please be aware that the eligible amount may change based on the assessment of applications and Crop Insurance / BRM eligible amounts).

### TRANSFER PRODUCERS ONLY

- ISSUE MAXIMUM ELIGIBLE FUNDS
- ISSUE MAXIMUM ELIGIBLE INTEREST-FREE FUNDS ONLY
- ISSUE FUNDS ONLY IN THE AMOUNT OF: \$
- NO ADDITIONAL FUNDS REQUIRED

## DIRECT DEPOSIT DETAILS

Once approved for your FarmCash Advance, you will receive your funds via direct deposit from Alberta Grains (AG). Using the example below, please provide your account details in the fields below. **Note: Please attach a VOID cheque for the relevant account.**



NAME OF FINANCIAL INSTITUTION		
TRANSIT #	INSTITUTION #	ACCOUNT #

**Note:** If your financial institution requires the advance to be issued jointly, direct deposit is not possible. Please make sure to enter correct info to avoid return payment fee.

**I CERTIFY THAT THE ABOVE INFORMATION FROM SECTION 1.1 UP TO AND INCLUDING PART 2 IS TRUE AND ACCURATE AT THE TIME OF COMPLETION AND AGREE TO REPAY THE ADMINISTRATOR ANY DIFFERENCE WHERE APPLICABLE. I AM AWARE THAT TO MAKE A FALSE STATEMENT IS A CRIMINAL OFFENCE.**

INSERT FULL LEGAL NAME	APP ID
SIGNATURE OF AUTHORIZED Officer(s)	DATE

**SIGN HERE** 

THE ACTUAL SEEDING ADVANCE, ANTICIPATED HONEY OR LIVESTOCK ADVANCE WILL BECOME A PART OF YOUR 2024/2025 CASH ADVANCE APPLICATION USING ALL RULES AND REGULATIONS SET FORTH BY THE 2024/2025 TERMS AND CONDITIONS OF THIS APPLICATION & REPAYMENT AGREEMENT.



**All Producers are required to read Producer Declaration and Sign Producer Attestation)**

**»» CONTINUE TO NEXT PAGE FOR PRODUCER ATTESTATION**

The personal and/or business information submitted on this form is collected under the authority of Section 10 of the Agricultural Marketing Programs Act. Any personal information collected by the Administrator will be used to administer the program in accordance with the Personal Information Protection and Electronic Documents Act (PIPEDA) or under legislation applicable within their jurisdiction. Any personal and/or business information may be disclosed to Agriculture and Agri-Food Canada (AAFC) and will be used to administer the program in accordance with the Privacy Act and Access to Information Act. The information may be used for the purposes consented to in the Declaration. Individuals have the right to request access to and correction of their personal information. Should you have any questions concerning your information and privacy, please contact: Agriculture and Agri-Food Canada's Access to Information and Privacy Director, Floor 10, 1341 Baseline Road, Tower 7, Ottawa ON K1A 0C5 or by email at [AAFC.Privacy-vieprivee.AAC@AGR.GC.CA](mailto:AAFC.Privacy-vieprivee.AAC@AGR.GC.CA) and reference AAFC's personal information bank Agricultural Marketing Programs Act: Advance Payments Program, PPU 140. (2024).

## AB - PRODUCER ATTESTATION

IF APPLYING ON BEHALF OF A CORPORATION OR COOPERATIVE THE APPLICANT MUST SIGN AND DATE THE DECLARATION BELOW UNDER SECTION **A**; FOR A PARTNERSHIP, ALL PARTNERS LISTED IN PART 1 MUST SIGN AND DATE THE DECLARATION BELOW UNDER SECTION **B**.

### A. ATTESTATION ON BEHALF OF A CORPORATION OR COOPERATIVE:

I, THE APPLICANT, BEING AUTHORIZED TO SIGN THIS APPLICATION AND REPAYMENT AGREEMENT ON BEHALF OF THE CORPORATION/COOPERATIVE STATED IN PART 1 OF THIS APPLICATION, DO HEREBY AGREE THAT THE INFORMATION PROVIDED HEREIN IS TRUE AND ACCURATE BASED ON MY KNOWLEDGE AT THE TIME OF THE APPLICATION; THAT THE CORPORATION/COOPERATIVE WILL REPAY THE ADMINISTRATOR ANY DIFFERENCE, WHERE APPLICABLE, AS STATED IN THIS REPAYMENT AGREEMENT; THAT THE APPLICATION, INSTRUCTIONS, GUARANTEE, PRIORITY AGREEMENT AND ALL RELEVANT ATTACHMENTS FORM PART OF THE REPAYMENT AGREEMENT; THAT THE CORPORATION/COOPERATIVE ACKNOWLEDGES AND AGREES THE TERMS AND CONDITIONS OF THE REPAYMENT AGREEMENT (PAGES 20-24) AND THE DECLARATION OF PRODUCER OF THE REPAYMENT AGREEMENT (PAGE 25-26) WHICH ARE ATTACHED HERETO FORM PART OF THIS APPLICATION AND THE CORPORATION/COOPERATIVE WILL COMPLY WITH SUCH TERMS AND CONDITIONS INCLUDING REPAYING THE ADVANCE PLUS INTEREST AND COSTS; AND THAT I HAVE COMPLETED AND SIGNED THIS ADVANCE PAYMENTS PROGRAM APPLICATION AND REPAYMENT AGREEMENT ON BEHALF OF AND WITH THE AUTHORITY OF THE CORPORATION/COOPERATIVE. I AM AWARE THAT TO MAKE A FALSE STATEMENT IS A CRIMINAL OFFENCE.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**SIGN HERE** 

SIGNATURE OF APPLICANT
INSERT FULL LEGAL NAME

### B. ATTESTATION ON BEHALF OF A PARTNERSHIP

ALL PARTNERS MUST SIGN. COPY AND ATTACH SEPARATE SHEET IF REQUIRED.

WE, BEING ALL THE PARTNERS LISTED IN PART 1, SECTION 1.2, AUTHORIZED TO SIGN THE APPLICATION ON BEHALF OF THE PARTNERSHIP, DO HEREBY AGREE THAT THE INFORMATION PROVIDED HEREIN IS TRUE AND ACCURATE BASED ON OUR KNOWLEDGE AT THE TIME OF THE APPLICATION; TO REPAY THE ADMINISTRATOR ANY DIFFERENCE, WHERE APPLICABLE AS PROVIDED IN THIS REPAYMENT AGREEMENT; THAT THE APPLICATION, INSTRUCTIONS, GUARANTEE, PRIORITY AGREEMENT AND ALL RELEVANT ATTACHMENTS FORM PART OF THE REPAYMENT AGREEMENT; THAT WE HAVE READ THE TERMS AND CONDITIONS OF THE REPAYMENT AGREEMENT (PAGES 20-24) AND THE DECLARATION OF PRODUCER OF THE REPAYMENT AGREEMENT (PAGE 25-26) WHICH ARE ATTACHED TO AND FORM PART OF THIS APPLICATION; AND THAT WE WILL COMPLY WITH SUCH TERMS AND CONDITIONS INCLUDING REPAYING THE ADVANCE PLUS INTEREST AND COSTS. WE ARE AWARE THAT TO MAKE A FALSE STATEMENT IS A CRIMINAL OFFENCE.

NAME OF PRODUCER (PLEASE PRINT)	SIGNATURE OF PRODUCER	DATE
NAME OF PRODUCER (PLEASE PRINT)	SIGNATURE OF PRODUCER	DATE
NAME OF PRODUCER (PLEASE PRINT)	SIGNATURE OF PRODUCER	DATE
NAME OF PRODUCER (PLEASE PRINT)	SIGNATURE OF PRODUCER	DATE
NAME OF PRODUCER (PLEASE PRINT)	SIGNATURE OF PRODUCER	DATE

**FARMCASH USE ONLY - ADMINISTRATORS ATTESTATION:**

I DECLARE HAVING TAKEN ALL NECESSARY STEPS, IN ACCORDANCE WITH THE AMPA, ITS REGULATIONS, THE ADVANCE GUARANTEE AGREEMENT AND THE APP ADMINISTRATIONS GUIDELINES, TO ENSURE, TO THE BEST OF MY ABILITIES, THAT THE CURRENT APPLICATION AND REPAYMENT AGREEMENT BY THE PRODUCER IS ACCURATE AND COMPLETE BEFORE GRANTING THE ABOVEMENTIONED ADVANCE.

SIGNATURE OF AUTHORIZED PERSONNEL FOR THE ADMINISTRATOR	DATE (YYYY-MM-DD)
---------------------------------------------------------	-------------------

The personal and/or business information submitted on this form is collected under the authority of Section 10 of the Agricultural Marketing Programs Act. Any personal information collected by the Administrator will be used to administer the program in accordance with the Personal Information Protection and Electronic Documents Act (PIPEDA) or under legislation applicable within their jurisdiction. Any personal and/or business information may be disclosed to Agriculture and Agri-Food Canada (AAFC) and will be used to administer the program in accordance with the Privacy Act and Access to Information Act. The information may be used for the purposes consented to in the Declaration. Individuals have the right to request access to and correction of their personal information. Should you have any questions concerning your information and privacy, please contact: Agriculture and Agri-Food Canada's Access to Information and Privacy Director, Floor 10, 1341 Baseline Road, Tower 7, Ottawa ON K1A 0C5 or by email at [AAFC.Privacy-vieprivree.AAC@AGR.GC.CA](mailto:AAFC.Privacy-vieprivree.AAC@AGR.GC.CA) and reference AAFC's personal information bank Agricultural Marketing Programs Act: Advance Payments Program, PPU 140. (2024).

**Alberta**

## PRIORITY AGREEMENT WITH A SECURED CREDITOR



A Priority Agreement must be completed for each secured creditor that has or could have a security interest in or lien on the Agricultural Product(s) for which the advance is to be made. Make additional copies if needed. Secured creditors may have a security interest in a producer's growing agricultural products for the amount advanced up to six months prior to seeding, if not yet paid.

### APPLICANT INFORMATION

INSERT FULL LEGAL NAME	APP ID#
------------------------	---------

### SECURED CREDITOR INFORMATION

NAME OF BANK OR LENDING INSTITUTION, INPUTS SUPPLIER OR SECURED PARTY (HEREIN REFERRED TO AS THE "CREDITOR")		BRANCH LOCATION	PHONE #	EMAIL#
RELATIONSHIP MANAGER	STREET/BOX	TOWN/CITY	PROVINCE	POSTAL CODE

**Definitions** - "Business Risk Management Program" or "BRM" means any program listed in the schedule of the Agricultural Marketing Programs Act that can be used to secure an advance.

#### THE CREDITOR MUST CHECK EITHER PART 1-A OR PART 1-B

**PART 1-A:** SELECT PART 1 -A IF THE CREDITOR HAS OR COULD HAVE A LIEN OR SECURITY ON THE AGRICULTURAL PRODUCT(S) OR THE BRM PROGRAM PROCEEDS RELATED TO THE AGRICULTURAL PRODUCT(S).

The Creditor does hereby consent that in consideration of an advance being issued under the APP by the Administrator to the Producer, the Administrator and the Creditor agree that the security interest in the Agricultural Product(s) listed above for which the advance was issued, or the BRM program payment(s) related to the aforementioned Agricultural Product(s) as required for the Producer's advance, now held or to be held by the Administrator, shall rank prior to any lien or security on the said Agricultural Product(s) or any BRM program payment(s) relating to the Agricultural Product(s) given by the Producer to the Creditor, whether such security was given under the authority of the Bank Act or under the authority of a personal property security legislation in force in the province or by operation of any other law, but only to the extent of securing repayment to the Administrator of the advance issued under the APP up to the lesser of the principal amount of \$1,000,000 or the amount of actually advanced, as set out in the Repayment Agreement entered into between the Producer and Administrator, plus interest on that amount and any potential collection and legal costs. Any BRM program proceeds payable to the Producer from the date this Agreement is signed until full payment of the above-mentioned advance shall be sent to the Administrator.

Notwithstanding the priorities set out in this Agreement, where the Creditor is a Bank or Lending Institution, the Administrator acknowledges that the Producer will operate bank accounts with the Creditor into which proceeds of property subject to the Administrator's security interest may be deposited. With the exception of any monies deposited in any accounts designated as trust accounts by the Producer for the benefit of the Administrator, the Creditor shall have no obligation to the Administrator with respect to any monies in any other account of the Producer maintained with the Creditor, or any monies that may be deposited therein or disbursed from any such other accounts, except for monies deposited therein after the Creditor has received notice from the Administrator and that the Administrator is thereafter exercising its rights in and to proceeds of the property subject to its security.

Prior to proceeding to enforce its security, the Administrator or the Creditor, as the case may be, shall provide reasonable prior written notice of such enforcement to the other party. For the purposes of giving effect to any of the Producer's undertakings under this Priority Agreement, the Producer shall make, execute and deliver to the Creditor or the Administrator, any documents or agreements as the BRM Program Administrator may reasonably request.

**PART 1-B:** SELECT PART 1 -B IF THE CREDITOR DOES NOT HAVE A LIEN OR SECURITY ON THE AGRICULTURAL PRODUCT(S) OR THE BRM PROGRAM PROCEEDS RELATED TO THE AGRICULTURAL PRODUCT(S).

The Creditor hereby consents that in consideration of an advance being issued by the Administrator to the Producer, the Creditor confirms that it does not have any lien or security pursuant to section 427 of the Bank Act, or pursuant to any other law of Canada or of the provinces, related to the Agricultural Product(s) or to the BRM program payment(s) related to the Agricultural Product(s) for the above-mentioned Producer. However, this does not affect the Creditor's right to extend future credit and obtain security in support of same to the Producer at the Creditor's discretion.

**▶▶▶ CONTINUE TO NEXT PAGE FOR SIGNATURE**

**PART 2: THE CREDITOR MUST COMPLETE THE NEXT QUESTION REGARDLESS OF SECURITY INTEREST OR LIEN:**

The Creditor  has  has not (please check one) taken an assignment of the applicant's contract # \_\_\_\_\_ (NAME OF BRM PROGRAM) payments related to the Agricultural Product(s).

Where the Creditor has a lien or security on the Agricultural Product(s) or the BRM program proceeds related to the Agricultural Product(s), this Agreement is subject to the condition that the above-mentioned advance, less any amounts legally held as an administrative fee, be payable: (check one)

- JOINTLY TO THE PRODUCER AND THE FINANCIAL INSTITUTION AND BE REMITTED TO THE CREDITOR FORTHWITH BY THE PRODUCER AND SHALL BE APPLIED IN TOTAL OR IN PART BY THE CREDITOR TO THE AMOUNT AS SPECIFIED BY THE CREDITOR OF \$ \_\_\_\_\_ TO REDUCE THE PRODUCER'S INDEBTEDNESS TO THE CREDITOR; OR
- TO THE PRODUCER

If neither option is selected, the parties are deemed to have agreed that the advance payment is to be made jointly in accordance with Option A.

This Agreement shall continue in full force and effect until the date upon which all advances referred to herein and interest outstanding on these advances are repaid to the Administrator by the Producer.

**THIS AGREEMENT SHALL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE PROVINCE OF ALBERTA.  
IN WITNESS WHEREOF ALL PARTIES HEREUNTO SET THEIR HANDS**

OFFICER  
SIGN  
HERE

NAME OF CREDITOR	DATE (YYYY-MM-DD)
SIGNATURE OF AUTHORIZED OFFICER OF CREDITOR	NAME & TITLE OF AUTHORIZED OFFICER OF CREDITOR

**TO BE FILLED OUT BY SECURED CREDITOR**

Above named Producer has been dealing with your establishment for \_\_\_\_\_ years.  
Above named Producer is in good standing: (please select one)  YES  NO

SIGN  
HERE

NAME OF PRODUCER	DATE (YYYY-MM-DD)
SIGNATURE OF PRODUCER	

**Note:** The Producer may, as an alternative to completing a Priority Agreement with a secured creditor, provide consent to the Administrator to contact and complete the Priority Agreement with a secured creditor on behalf of the Producer by checking the consent statement below:

I, THE PRODUCER, AUTHORIZE THE FOLLOWING CREDITOR(S) TO DISCLOSE THE INFORMATION REQUIRED UNDER THIS REPAYMENT AGREEMENT TO THE ADMINISTRATOR AND TO ENTER INTO THIS PRIORITY AGREEMENT WITH THE ADMINISTRATOR ON MY BEHALF. I UNDERSTAND I AM NOT OBLIGED TO PROVIDE THE CONSENT HEREIN. I ALSO UNDERSTAND THAT MY APPLICATION FOR AN ADVANCE UNDER THIS REPAYMENT AGREEMENT WILL NOT BE GIVEN SPECIAL ATTENTION NOR CAN I EXPECT FASTER PROCESSING OR A MORE FAVORABLE RESULT BECAUSE OF THIS CONSENT. I AM AWARE THAT I MAY WITHDRAW THIS CONSENT AT ANY TIME BY SENDING A REQUEST TO DO SO VIA EMAIL TO THE ADMINISTRATOR AT [INFO@FARMCASHADVANCE.COM](mailto:INFO@FARMCASHADVANCE.COM). THIS CONSENT IS EFFECTIVE FOR A PERIOD OF NOT MORE THAN ONE (1) YEAR FROM COMMENCING APRIL 1, 2024 AND EXPIRING MARCH 31, 2025.

FARMCASH USE ONLY	
<b>ALBERTA GRAINS ('ADMINISTRATOR')</b> 200-6815 8 <sup>TH</sup> STREET NE, CALGARY, AB T2E 7H7 PH. 1-855-376-2274 FAX: 403-717-1966 EMAIL: <a href="mailto:INFO@FARMCASHADVANCE.COM">INFO@FARMCASHADVANCE.COM</a>	DATE (YYYY-MM-DD)
SIGNATURE OF ADMINISTRATOR	NAME & TITLE OF AUTHORIZED OFFICER OF CREDITOR

The personal and/or business information submitted on this form is collected under the authority of Section 10 of the Agricultural Marketing Programs Act. Any personal information collected by the Administrator will be used to administer the program in accordance with the Personal Information Protection and Electronic Documents Act (PIPEDA) or under legislation applicable within their jurisdiction. Any personal and/or business information may be disclosed to Agriculture and Agri-Food Canada (AAFC) and will be used to administer the program in accordance with the Privacy Act and Access to Information Act. The information may be used for the purposes consented to in the Declaration. Individuals have the right to request access to and correction of their personal information. Should you have any questions concerning your information and privacy, please contact: Agriculture and Agri-Food Canada's Access to Information and Privacy Director, Floor 10, 1341 Baseline Road, Tower 7, Ottawa ON K1A 0C5 or by email at [AAFC.Privacy-vieprivee.AAC@AGR.GC.CA](mailto:AAFC.Privacy-vieprivee.AAC@AGR.GC.CA) and reference AAFC's personal information bank Agricultural Marketing Programs Act: Advance Payments Program, PPU 140. (2024).

**Alberta ASSIGNMENT OF INDEMNITY FORM – LIVESTOCK PRICE INSURANCE**

**ONLY for Producers using LPI**

Identification Number	Subscription		Year
8 7 0	-		

**Client Information**

Business Name \_\_\_\_\_

This Assignment covers **ONLY** the **Livestock Price Insurance**.

For valuable consideration, the Insured hereby assigns to **Alberta Grains of 200 - 6815 8th Street NE, Calgary, AB T2E 7H7** an undivided 100% of all monies up to an amount of \$\_\_\_\_\_ **(For Office Use ONLY)** which may be payable by the Program Administrator as a result of a payable loss on the Identification and Subscription numbers as entered above.

**FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT AND CLIENT DECLARATION**

THE INFORMATION ON THIS FORM AND ANY INFORMATION YOU PROVIDE TO US IN THE FUTURE RELATED TO THIS FORM IS COLLECTED UNDER THE AUTHORITY OF THE AGRICULTURE FINANCIAL SERVICES ACT AND THE FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT (THE FOIP ACT). THE COLLECTED INFORMATION, WHETHER PERSONAL INFORMATION OR BUSINESS INFORMATION, WILL BE USED: (I) TO EVALUATE YOUR ELIGIBILITY FOR THE PROGRAM TO WHICH THIS FORM RELATES; (II) FOR THE ADMINISTRATION OF THE PROGRAM; AND/ OR (III) FOR THE ADMINISTRATION OF ANY OTHER AFSC PROGRAM OR BENEFIT IN WHICH YOU PARTICIPATE. YOUR PERSONAL INFORMATION IS SUBJECT TO THE PROVISIONS OF THE FOIP ACT.

BY SIGNING THIS FORM BELOW, YOU ARE PROVIDING YOUR CONSENT TO AFSC DISCLOSING AND SHARING THE INFORMATION CONTAINED ON THIS FORM, WHETHER PERSONAL INFORMATION OR BUSINESS INFORMATION, OR ANY OTHER INFORMATION THAT WILL BE PROVIDED IN THE FUTURE BY YOU OR YOUR AUTHORIZED REPRESENTATIVE, TO THE FOLLOWING THIRD PARTIES: ALBERTA AGRICULTURE AND FORESTRY, AGRICULTURE AND AGRI-FOOD CANADA, CANADA REVENUE AGENCY AND STATISTICS CANADA. YOU CONSENT THAT SUCH DISCLOSED AND SHARED PERSONAL INFORMATION AND BUSINESS INFORMATION MAY BE USED IN THE FOLLOWING WAYS: (I) FOR THE ADMINISTRATION OF ALL CURRENT AND FUTURE AFSC FEDERAL AND PROVINCIAL PROGRAMS RELATED TO AGRICULTURE, AFSC LENDING PROGRAMS AND AFSC INSURANCE PROGRAMS; (II) FOR AFSC, FEDERAL AND PROVINCIAL POLICY AND PROGRAM DEVELOPMENT; AND (III) AFSC, FEDERAL, AND PROVINCIAL POLICY AND PROGRAM EVALUATION; (IV) FOR RESEARCH AND STATISTICAL DEVELOPMENT; AND (V) FOR STATISTICAL PURPOSES.

THIS ASSIGNMENT IS SUBJECT TO SECTION 55.1 OF THE AGRICULTURE FINANCIAL SERVICES ACT AND SECTION 95 OF THE FINANCIAL ADMINISTRATION ACT (ALBERTA). THE PROGRAM ADMINISTRATOR IS NOT BOUND BY THIS ASSIGNMENT UNLESS THE ASSIGNMENT HAS BEEN CONSENTED TO BY AN ACKNOWLEDGEMENT IN WRITING FROM THE PROGRAM ADMINISTRATOR. THE INSURED UNDERSTANDS THAT INDEMNITY CHEQUES, UP TO THE AMOUNT STATED IN THIS ASSIGNMENT OF INDEMNITY, WILL BE MADE PAYABLE TO THE ASSIGNEE AND FORWARDED DIRECTLY TO THE ASSIGNEE. THIS ASSIGNMENT IS SUBJECT TO THE DEDUCTION OF ANY MONIES WHICH MAY BE OWING TO AGRICULTURE FINANCIAL SERVICES CORPORATION.

I/WE UNDERTAKE TO IMMEDIATELY NOTIFY THE LOCAL WLPPI OFFICE IN WRITING IF I/WE DISCOVER THAT ANY OF THE INFORMATION CONTAINED IN THIS APPLICATION IS INACCURATE OR UNTRUE.

DATE AT \_\_\_\_\_ IN THE PROVINCE OF ALBERTA THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_

**SIGN HERE**

INSURED'S SIGNATURE	WITNESS SIGNATURE
INSURED'S PRINTED NAME	WITNESS ADDRESS
INSURED'S PRINTED ADDRESS	

**WITNESS SIGN HERE**

Do Not Use This Area	Date Stamp – primary	Date Stamp – secondary
----------------------	----------------------	------------------------



**Alberta**
**BUSINESS RISK MANAGEMENT PROGRAM PROCEEDS ASSIGNMENT AGREEMENT**

**ONLY for Producers using AgriStability**
**PRODUCER AND ADMINISTRATOR INFORMATION**

Agreement Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Between (Producer Name here) \_\_\_\_\_ (hereinafter referred to as the "Assignor") and ALBERTA GRAINS (hereinafter referred to as the "Administrator").

This assignment agreement is for all proceeds, up to the amount set in Part 2 of this application, payable to the Assignor under AgriStability (BRM program) contract # \_\_\_\_\_, and is being used to secure advances issued under the Repayment Agreement (i.e., APP Application) between the Producer and the Administrator dated \_\_\_\_\_ (MM/DD/YYYY) and pursuant to the Advance Payments Program and the Agricultural Marketing Program Act (AMPA). Advances have been issued on the following Agricultural Product(s):

PRODUCT 1	PRODUCT 2	PRODUCT 3	PRODUCT 4	PRODUCT 5	PRODUCT 6

**1. DEFINITIONS AND INTERPRETATIONS:**

- "AAFC" MEANS AGRICULTURE AND AGRI-FOOD CANADA
- "ADVANCE" MEANS THE MONEY BORROWED BY THE ASSIGNOR THROUGH THE APP UNDER THE ABOVE MENTIONED REPAYMENT AGREEMENT.
- "BUSINESS RISK MANAGEMENT PROGRAM" OR "BRM" PROGRAM REFERS TO ANY PROGRAM LISTED IN THE SCHEDULE OF THE AGRICULTURAL MARKETING PROGRAMS ACT, THAT CAN BE USED TO SECURE AN ADVANCE;
- "DEFAULT" MEANS, WHEN USED IN RELATION TO A PRODUCER, THAT A PRODUCER IS CONSIDERED IN DEFAULT UNDER A REPAYMENT AGREEMENT ACCORDING TO SECTION 21 OF THE AMPA.
- "REPAYMENT AGREEMENT" MEANS THE AGREEMENT SIGNED BY THE ASSIGNOR AND THE ADMINISTRATOR OUTLINING THE TERMS AND CONDITIONS OF THE ASSIGNOR'S ADVANCE UNDER THE APP.

**2. THE PARTIES HERETO AGREE THAT:**

SUBJECT TO PRIOR DEDUCTION OF ANY AMOUNTS OWING TO THE BRM PROGRAM ADMINISTRATOR, THE ASSIGNOR HEREBY TRANSFERS, ASSIGNS AND SETS OVER TO THE ADMINISTRATOR ALL OF HIS/HER/THEIR RIGHT, TITLE AND INTEREST IN THE PROCEEDS TO BE RECEIVED FROM THE BRM PROGRAM IN THE CURRENT YEAR AND ALL FUTURE YEARS UNTIL SUCH A TIME AS THE ADVANCE, IN THE AMOUNT OF THE OUTSTANDING ADVANCE, PLUS INTEREST AND COSTS, FOR WHICH THIS BRM PROGRAM IS USED AS SECURITY, HAS BEEN PAID IN FULL, AND A LIABILITY TO THE ADMINISTRATOR NO LONGER EXISTS. THIS ASSIGNMENT OF PROCEEDS COULD BE AFFECTED SHOULD THE PRODUCER BECOME IN DEFAULT UNDER THE REPAYMENT AGREEMENT. FOR THE PURPOSES OF GIVING EFFECT TO ANY OF THE ASSIGNOR'S UNDERTAKINGS UNDER THIS AGREEMENT, THE ASSIGNOR SHALL MAKE, EXECUTE AND DELIVER TO THE BRM ADMINISTRATOR OR THE ADMINISTRATOR, ANY DOCUMENTS OR AGREEMENTS AS THE BRM ADMINISTRATOR MAY REASONABLY REQUEST.

THE ASSIGNOR HEREBY AUTHORIZES:

- THE BRM PROGRAM TO DISCLOSE HIS/HER/THEIR INFORMATION, INCLUDING PERSONAL INFORMATION WITHIN THE MEANING OF PERSONAL INFORMATION PROTECTION AND ELECTRONIC DOCUMENTS ACT (PIPEDA) OR LEGISLATION APPLICABLE WITHIN THEIR JURISDICTION, TO THE ADMINISTRATOR, OTHER APP ADMINISTRATORS, AND AAFC FOR THE PURPOSE OF ADMINISTERING THE APP. THE INFORMATION COLLECTED MAY INCLUDE, BUT IS NOT LIMITED TO: INSURANCE INFORMATION SUCH AS COVERAGE LEVELS, PRODUCTION/INVENTORY REPORTS, CLAIMS AND INCOME/EXPENSES RELATED TO HIS/HER/THEIR BUSINESS OR FARMING OPERATION.
- THE ADMINISTRATOR TO DISCLOSE HIS/HER/THEIR INFORMATION, INCLUDING PERSONAL INFORMATION WITHIN THE MEANING OF PERSONAL INFORMATION PROTECTION AND ELECTRONIC DOCUMENTS ACT (PIPEDA) OR LEGISLATION APPLICABLE WITHIN THEIR JURISDICTION, TO THE BRM PROGRAM ADMINISTRATOR AND AAFC FOR THE PURPOSE OF ADMINISTERING THE APP;
- AAFC TO DISCLOSE HIS/HER/THEIR INFORMATION, INCLUDING PERSONAL INFORMATION WITHIN THE MEANING OF PRIVACY ACT AND ACCESS TO INFORMATION ACT TO THE ADMINISTRATOR, OTHER APP ADMINISTRATORS, AND BRM PROGRAM ADMINISTRATOR FOR THE PURPOSE OF ADMINISTERING THE APP;
- THAT THE ASSIGNOR'S INFORMATION BE USED AND PROTECTED IN COMPLIANCE WITH THE PRIVACY ACT AND ACCESS TO INFORMATION ACT OR THE LEGISLATION MENTIONED ABOVE, AS APPLICABLE. IT MAY BE USED TO ADMINISTER THE APP AND THE BRM PROGRAM, AS WELL AS FOR:
  - ASSESSMENT, AUDITING, STATISTICAL AND OTHER TYPES OF ANALYSIS AND EVALUATION OF THE PROGRAM;
  - EVALUATING THE SCOPE, DIRECTION AND EFFECTIVENESS OF THE PROGRAM AND OTHER FEDERAL AGRICULTURAL PROGRAMMING IN CANADA; AND
  - CONTACT THE ASSIGNOR SO AS TO CONDUCT SURVEYS RELATING TO THE DELIVERY OF THIS PROGRAM AND OTHER FEDERAL AGRICULTURAL PROGRAMMING IN CANADA.
- THAT HIS/HER/THEIR CORPORATE INFORMATION MAY BE DISCLOSED AMONG THE PARTIES FOR THESE PURPOSES.

WHERE THE BRM PROGRAM PAYMENT IS THE RESULT OF A RESEEDING BENEFIT AND THE PRODUCER HAS SUFFERED A LOSS PRIOR TO THE ASSOCIATED THE RESEEDING DEADLINE, AS ESTABLISHED BY THE BRM PROGRAM ADMINISTRATOR, THE FULL PAYMENT WILL BE PROVIDED TO THE PRODUCER IN ORDER THAT THEY ARE ABLE TO RESEED AND ENSURE THAT THEY CONTINUE TO QUALIFY FOR A FULL CROP INSURANCE INDEMNITY SHOULD ADDITIONAL LOSSES BE EXPERIENCED.

**SEALED, DELIVERED AND ATTESTED TO BY:**

NAME OF PRODUCER (PLEASE PRINT)	NAME AND TITLE OF AUTHORIZED OFFICER OF THE ADMINISTRATOR (PLEASE PRINT)
SIGNATURE OF PRODUCER	SIGNATURE OF AUTHORIZED OFFICER OF THE ADMINISTRATOR

**SIGN HERE**

 2024-08-30  
 v1.00.00



The personal and/or business information submitted on this form is collected under the authority of Section 10 of the Agricultural Marketing Programs Act. Any personal information collected by the Administrator will be used to administer the program in accordance with the Personal Information Protection and Electronic Documents Act (PIPEDA) or under legislation applicable within their jurisdiction. Any personal and/or business information may be disclosed to Agriculture and Agri-Food Canada (AAFC) and will be used to administer the program in accordance with the Privacy Act and Access to Information Act. The information may be used for the purposes consented to in the Declaration. Individuals have the right to request access to and correction of their personal information. Should you have any questions concerning your information and privacy, please contact: Agriculture and Agri-Food Canada's Access to Information and Privacy Director, Floor 10, 1341 Baseline Road, Tower 7, Ottawa ON K1A 0C5 or by email at [AAFC.Privacy-vieprivée.AAC@AGR.GC.CA](mailto:AAFC.Privacy-vieprivée.AAC@AGR.GC.CA) and reference AAFC's personal information bank Agricultural Marketing Programs Act: Advance Payments Program, PPU 140. (2024).

## LIABILITY AGREEMENTS

### CONTINUING PERSONAL LIABILITY AGREEMENTS

FOR CORPORATIONS WITH A SINGLE SHAREHOLDER ( **ALL OTHER PRODUCERS PROCEED TO NEXT PAGE** )

**NOTE:** APPLICANTS WANTING TO FOREGO COMPLETION OF THE CONTINUING PERSONAL LIABILITY AGREEMENTS MAY ALTERNATIVELY OBTAIN A GUARANTOR.

-  A GUARANTOR IS: AN INDIVIDUAL OR GROUP OF INDIVIDUALS THAT HAS THE FINANCIAL COLLATERAL TO ISSUE A LETTER THAT GUARANTEES AN ADVANCE UNTIL IT IS FULLY REIMBURSED; OR A FINANCIAL INSTITUTION THAT ISSUES A LETTER THAT GUARANTEES AN ADVANCE UNTIL IT IS FULLY REIMBURSED.
-  THE THIRD-PARTY GUARANTOR FORM CAN BE FOUND ON PAGE 23

### CERTIFICATE OF INCORPORATION AND SHAREHOLDER LEDGER MUST BE INCLUDED

THIS LIABILITY AGREEMENT WILL CONTINUE IN EFFECT FOR ALL ADVANCES MADE TO THE PRODUCER HEREIN NOW AND IN THE FUTURE. THE PRODUCER MUST NOTIFY THE ADMINISTRATOR IF ANY CHANGES ARE MADE TO THE SHAREHOLDER STRUCTURE OF THE CORPORATION, AND AT THE ADMINISTRATOR'S OPTION A NEW PERSONAL LIABILITY AGREEMENT, OR JOINT AND SEVERAL LIABILITY AGREEMENT, AS MAY BE REQUIRED SHALL BE GIVEN.

THE PRODUCER MUST HAVE OWNERSHIP OF THE AGRICULTURAL PRODUCT BEING APPLIED ON IN THIS ADVANCE.

NAME OF PRODUCER: (MUST MATCH NAME IN SECTION 1.1)		APP ID# OF APPLICANT	
FULL LEGAL NAME OF SOLE SHAREHOLDER AS PER GOVERNMENT ISSUED ID (FIRST NAME, MIDDLE NAMES, SURNAME)			
STREET ADDRESS		CITY/TOWN	PROVINCE
DATE OF BIRTH (DD/MM/YYYY)		PHONE #	FAX #
		EMAIL ADDRESS	

**THE ABOVE NAMED INDIVIDUAL DOES NOT HAVE OUTSTANDING LIABILITY UNDER ANY PREVIOUS CASH ADVANCE THROUGH THEIR PERSON OR ANY PARTNERSHIP, CORPORATION OR COOPERATIVE IN WHICH THE INDIVIDUAL HAS AT LEAST A 25% SHAREHOLDER INTEREST, OR IS ENTITLED TO AT LEAST 25% OF THE PROFITS THEREIN.**

I, BEING THE SOLE SHAREHOLDER OF THE PRODUCER (HEREIN REFERRED TO AS THE "GUARANTOR"), IN CONSIDERATION OF AN ADVANCE BEING MADE TO THE PRODUCER, BY ALBERTA GRAINS FOR THE AMOUNT OF \$\_\_\_\_\_ (OFFICE USE ONLY) OVER THE \_\_\_\_\_ TO \_\_\_\_\_ APP PROGRAM YEAR(S) AND THE MINISTER OF AGRICULTURE AND AGRI-FOOD CANADA (THE "MINISTER") ACKNOWLEDGE LIABILITY OF SUCH ADVANCE AND INTEREST THEREON, UNCONDITIONALLY GUARANTEE TO THE ALBERTA GRAINS AND THE MINISTER OF AGRICULTURE AND AGRI-FOOD CANADA, THE DUE PAYMENT OF ALL AMOUNTS OWING BY THE PRODUCER, PURSUANT TO THE TERMS AND CONDITIONS OF THE FARMCASH ADVANCE APPLICATION, THE AMPA AND REGULATIONS, INCLUDING THE AMOUNT ADVANCED, INTEREST, AND ANY COLLECTION COSTS, ON ANY ADVANCE MADE TO THE PRODUCER NOW OR IN THE FUTURE. UPON DEFAULT IN PAYMENT OF ANY SUM OWING BY THE PRODUCER TO THE ALBERTA GRAINS OR THE MINISTER AT ANY TIME, OR UPON DEFAULT IN THE PERFORMANCE OF THE OBLIGATIONS BY THE PRODUCER, ALBERTA GRAINS OR THE MINISTER MAY TREAT THE WHOLE OF THE INDEBTEDNESS HEREBY GUARANTEED AS DUE AND PAYABLE AND MAY FORTHWITH COLLECT FROM THE GUARANTOR THE TOTAL AMOUNT HEREBY GUARANTEED. THE OBLIGATIONS OF THE GUARANTOR HEREUNDER SHALL BE A CONTINUING OBLIGATION AND A NEW CAUSE OF ACTION SHALL BE DEEMED TO ARISE IN RESPECT OF EACH DEFAULT. THE GUARANTOR RECOGNIZES THAT THE MINISTER AND THE ALBERTA GRAINS, PURSUANT TO AMPA, MAY GRANT A STAY OF DEFAULT TO THE PRODUCER, AND AGREES TO SUCH A "STAY" IF THE MINISTER AND THE ALBERTA GRAINS DEEM IT ADVISABLE. THE PRODUCER AND ALL RELATED PARTIES MEET ALL THE REQUIREMENTS LISTED IN THE APPLICATION FOR A CASH ADVANCE FROM ALBERTA GRAINS UNDER THE AGRICULTURAL MARKETING PROGRAMS ACT (AMPA), AND ADVANCE PAYMENTS PROGRAM (APP) AND NEITHER THE PRODUCER NOR THE GUARANTOR OR ANY PARTNERSHIP, CORPORATION OR COOPERATIVE IN WHICH THE GUARANTOR HAS AT LEAST A 25% SHAREHOLDER INTEREST, OR IS ENTITLED TO AT LEAST 25% OF THE PROFITS THEREIN IS IN DEFAULT UNDER ANY PRIOR REPAYMENT AGREEMENT UNDER APP, SCAP OR ESCAP. THE PRODUCER WILL FULFILL ALL OBLIGATIONS AS OUTLINED IN THIS APPLICATION FOR A CASH ADVANCE FROM THE ALBERTA GRAINS UNDER THE AGRICULTURAL MARKETING PROGRAMS ACT (AMPA) OR THE ADVANCE PAYMENTS PROGRAM (APP). IN THE EVENT THAT THE PRODUCER DOES NOT FULLY REPAY THE ADVANCE, INTEREST, AND ANY COSTS INVOLVED IN COLLECTING THE ACCOUNT, THE GUARANTOR WILL BE RESPONSIBLE INDIVIDUALLY FOR REPAYING THE DEBT, INCLUDING INTEREST AND ALL COSTS NOW AND IN THE FUTURE. THE GUARANTOR AGREES TO BE LIABLE TO REPAY THE OBLIGATIONS INCLUDING INTEREST AND COSTS NOW AND IN THE FUTURE. THE ALBERTA GRAINS SHALL NOT BE BOUND TO EXHAUST ITS RECOURSE AGAINST THE PRODUCER BEFORE BEING ENTITLED TO PAYMENT FROM THE GUARANTOR UNDER THE LIABILITY AGREEMENT. THIS AGREEMENT SHALL CONTINUE TO BE BINDING UPON THE UNDERSIGNED GUARANTOR, HIS/ HER HEIRS, EXECUTORS, ADMINISTRATORS, AND ASSIGNS AND SHALL REMAIN IN FORCE AND EFFECTIVE AS AGAINST THE GUARANTOR UNTIL SUCH TIME AS THE PRODUCER HAS REPAYED ALL AMOUNTS OWING BY IT TO ALBERTA GRAINS AND THE MINISTER, ON ACCOUNT OF THE REPAYMENT AGREEMENT OR OTHERWISE. THE GUARANTOR AGREES THAT THIS LIABILITY AGREEMENT IS A CONTINUING GUARANTEE. THE GUARANTOR ACKNOWLEDGES THAT CONSIDERATION FOR THIS LIABILITY AGREEMENT HAS BEEN GIVEN AND AGREES THAT SAME MAY ONLY BE LIMITED, UPON GIVING WRITTEN NOTICE TO ALBERTA GRAINS OF THE GUARANTOR'S INTENT TO LIMIT THIS GUARANTEE. ANY NOTICE GIVEN WILL ONLY BE EFFECTED FOR ADVANCES SUBSEQUENT TO THE NOTICE.

**I, THE GUARANTOR HAVE READ, UNDERSTAND AND AGREE TO BE BOUND BY ALL TERMS OF THIS DECLARATION AND THE ALBERTA GRAINS REPAYMENT AGREEMENT AND THAT ALL INFORMATION SET FORTH IN THESE DOCUMENTS IS TRUE AND CORRECT.**

**PLEASE NOTE THAT BY SIGNING THIS DOCUMENT, YOU UNDERSTAND AND AGREE THAT ACTION MAY BE TAKEN AGAINST YOU PERSONALLY TO REPAY THE FULL AMOUNT OF ANY DEFAULTED ADVANCE, PLUS INTEREST AND COSTS.**

IN WITNESS WHEREOF I THE GUARANTOR, HEREUNTO SET MY HAND AND SEAL.

Dated at \_\_\_\_\_ the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

### DO NOT USE CORPORATE SEALS ON THIS DOCUMENT

**SIGN HERE** 

SIGNATURE OF THE GUARANTOR
NAME OF GUARANTOR (PLEASE PRINT)

2024-08-30  
v1.00.00

The personal and/or business information submitted on this form is collected under the authority of Section 10 of the Agricultural Marketing Programs Act. Any personal information collected by the Administrator will be used to administer the program in accordance with the Personal Information Protection and Electronic Documents Act (PIPEDA) or under legislation applicable within their jurisdiction. Any personal and/or business information may be disclosed to Agriculture and Agri-Food Canada (AAFC) and will be used to administer the program in accordance with the Privacy Act and Access to Information Act. The information may be used for the purposes consented to in the Declaration. Individuals have the right to request access to and correction of their personal information. Should you have any questions concerning your information and privacy, please contact: Agriculture and Agri-Food Canada's Access to Information and Privacy Director, Floor 10, 1341 Baseline Road, Tower 7, Ottawa ON K1A 0C5 or by email at [AAFC.Privacy-vieprivée.AAC@AGR.GC.CA](mailto:AAFC.Privacy-vieprivée.AAC@AGR.GC.CA) and reference AAFC's personal information bank Agricultural Marketing Programs Act: Advance Payments Program, PPU 140. (2024).

## JOINT AND SEVERAL CONTINUING LIABILITY FOR PARTNERSHIP, COOPERATIVE, OR CORPORATION WITH MULTIPLE SHAREHOLDERS

### CERTIFICATE OF INCORPORATION/*PROOF OF PARTNERSHIP* AND SHAREHOLDER LEDGER MUST BE INCLUDED

THIS LIABILITY WILL CONTINUE IN EFFECT FOR ALL ADVANCES MADE TO THE PRODUCER HEREIN NOW AND IN THE FUTURE. THE PRODUCER MUST NOTIFY THE ADMINISTRATOR IF ANY CHANGES ARE MADE TO THE PARTNERSHIP/*CORPORATION*/*COOPERATIVE* STRUCTURE AND AT THE ADMINISTRATOR'S OPTION A NEW JOINT AND SEVERAL LIABILITY AGREEMENT SHALL BE GIVEN.

THE PRODUCER MUST HAVE OWNERSHIP OF THE AGRICULTURAL PRODUCT BEING APPLIED ON IN THIS ADVANCE.

INDICATE IF THE PRODUCER IS A:  PARTNERSHIP  COOPERATIVE  CORPORATION

FULL LEGAL NAME OF the APPLICANT: (MUST MATCH NAME IN SECTION 1.1)	APP ID#
--------------------------------------------------------------------	---------

ALL PARTNERS/*SHAREHOLDERS*/*MEMBERS* WHO HAVE AN INTEREST IN THE PARTNERSHIP, CORPORATION OR COOPERATIVE, ARE LISTED BELOW FOR THE PURPOSE OF THIS APPLICATION (ATTACH A SEPARATE SHEET IF REQUIRED):

**NOTE:** PRINT OR SAVE A SECOND COPY OF THE ENTIRE FORM AND COMPLETE IF YOU HAVE MORE THAN FOUR PARTNERS/*SHAREHOLDERS*/*MEMBERS*

1. FULL LEGAL NAME OF PARTNER/ <i>SHAREHOLDER</i> / <i>MEMBER</i> , AS PER GOVERNMENT ISSUED ID (FIRST NAME, MIDDLE NAMES, SURNAME)				APP ID#
STREET ADDRESS		CITY/TOWN		PROVINCE
DATE OF BIRTH (DD/MM/YYYY)		PHONE #	FAX #	EMAIL ADDRESS

2. FULL LEGAL NAME OF PARTNER/ <i>SHAREHOLDER</i> / <i>MEMBER</i> , AS PER GOVERNMENT ISSUED ID (FIRST NAME, MIDDLE NAMES, SURNAME)				APP ID#
STREET ADDRESS		CITY/TOWN		PROVINCE
DATE OF BIRTH (DD/MM/YYYY)		PHONE #	FAX #	EMAIL ADDRESS

3. FULL LEGAL NAME OF PARTNER/ <i>SHAREHOLDER</i> / <i>MEMBER</i> , AS PER GOVERNMENT ISSUED ID (FIRST NAME, MIDDLE NAMES, SURNAME)				APP ID#
STREET ADDRESS		CITY/TOWN		PROVINCE
DATE OF BIRTH (DD/MM/YYYY)		PHONE #	FAX #	EMAIL ADDRESS

4. FULL LEGAL NAME OF PARTNER/ <i>SHAREHOLDER</i> / <i>MEMBER</i> , AS PER GOVERNMENT ISSUED ID (FIRST NAME, MIDDLE NAMES, SURNAME)				APP ID#
STREET ADDRESS		CITY/TOWN		PROVINCE
DATE OF BIRTH (DD/MM/YYYY)		PHONE #	FAX #	EMAIL ADDRESS

**NONE OF THE ABOVE INDIVIDUALS HAVE OUTSTANDING LIABILITY UNDER ANY PREVIOUS CASH ADVANCE THROUGH THEIR PERSON OR ANY PARTNERSHIP, CORPORATION OR COOPERATIVE IN WHICH THE INDIVIDUAL HAS AT LEAST A 25% SHAREHOLDER INTEREST, OR IS ENTITLED TO AT LEAST 25% OF THE PROFITS THEREIN.**

WE, BEING INDIVIDUALS/*PARTNERS*/*SHAREHOLDER(S)*/*MEMBER(S)*, AS THE CASE MAY BE OF THE PRODUCER (COLLECTIVELY REFERRED TO AS THE "GUARANTORS"), INCONSIDERATION OF AN ADVANCE BEING MADE TO THE PRODUCER, BY ALBERTA GRAINS FOR THE AMOUNT OF \$ \_\_\_\_\_ (**OFFICE USE ONLY**) OVER THE \_\_\_\_\_ TO \_\_\_\_\_ APP PROGRAM YEAR(S) AND THE MINISTER OF AGRICULTURE AND AGRI-FOOD CANADA (THE "MINISTER") ACKNOWLEDGE LIABILITY OF SUCH ADVANCE AND INTEREST THEREON, UNCONDITIONALLY GUARANTEE TO THE ALBERTA GRAINS AND THE MINISTER OF AGRICULTURE AND AGRI-FOOD CANADA, THE DUE PAYMENT OF ALL AMOUNTS OWING BY THE PRODUCER, PURSUANT TO THE TERMS AND CONDITIONS OF THE FARM CASH ADVANCE APPLICATION, THE AMPA AND REGULATIONS, INCLUDING THE AMOUNT ADVANCED, INTEREST, AND ANY COLLECTION COSTS, ON ANY ADVANCE MADE TO THE PRODUCER NOW OR IN THE FUTURE.

UPON DEFAULT IN PAYMENT OF ANY SUM OWING BY THE PRODUCER TO THE ALBERTA GRAINS OR THE MINISTER AT ANY TIME, OR UPON DEFAULT IN THE PERFORMANCE OF THE OBLIGATIONS BY THE PRODUCER, ALBERTA GRAINS OR THE MINISTER MAY TREAT THE WHOLE OF THE INDEBTEDNESS HEREBY GUARANTEED AS DUE AND PAYABLE AND MAY FORTHWITH COLLECT FROM THE GUARANTORS THE TOTAL AMOUNT HEREBY GUARANTEED. THE OBLIGATIONS OF THE GUARANTORS HEREUNDER SHALL BE CONTINUING OBLIGATIONS AND A NEW CAUSE OF ACTION SHALL BE DEEMED TO ARISE IN RESPECT OF EACH DEFAULT.



THE GUARANTORS RECOGNIZE THAT THE MINISTER AND THE ALBERTA GRAINS, PURSUANT TO AMPA, MAY GRANT A STAY OF DEFAULT TO THE PRODUCER, AND WE AGREE TO SUCH A "STAY" IF THE MINISTER AND THE ALBERTA GRAINS DEEM IT ADVISABLE.

THE PRODUCER AND ALL RELATED PARTIES MEET ALL THE REQUIREMENTS LISTED IN THE APPLICATION FOR A CASH ADVANCE FROM ALBERTA GRAINS UNDER THE AGRICULTURAL MARKETING PROGRAMS ACT (AMPA), AND ADVANCE PAYMENTS PROGRAM (APP) AND NEITHER THE PRODUCER NOR THE GUARANTORS OR ANY PARTNERSHIP, CORPORATION OR COOPERATIVE IN WHICH THE GUARANTORS HAVE AT LEAST A 25% SHAREHOLDER INTEREST, OR ARE ENTITLED TO AT LEAST 25% OF THE PROFITS THEREIN ARE IN DEFAULT UNDER ANY PRIOR REPAYMENT AGREEMENT UNDER APP, SCAP OR ESCAP.

THE PRODUCER WILL FULFILL ALL OBLIGATIONS AS OUTLINED IN THIS APPLICATION FOR A CASH ADVANCE FROM THE ALBERTA GRAINS UNDER THE AGRICULTURAL MARKETING PROGRAMS ACT (AMPA) OR THE ADVANCE PAYMENTS PROGRAM (APP).

IN THE EVENT THAT THE PRODUCER DOES NOT FULLY REPAY THE ADVANCE, INTEREST, AND ANY COSTS INVOLVED IN COLLECTING THE ACCOUNT, THE GUARANTORS WILL BE RESPONSIBLE INDIVIDUALLY FOR REPAYING THE DEBT, INCLUDING INTEREST AND ALL COSTS NOW AND IN THE FUTURE. WE AS INDIVIDUALS AGREE TO BE LIABLE INDIVIDUALLY TO REPAY THE OBLIGATIONS INCLUDING INTEREST AND COSTS NOW AND IN THE FUTURE.

THE ALBERTA GRAINS SHALL NOT BE BOUND TO EXHAUST ITS RECOURSE AGAINST THE PRODUCER OR OTHER PARTIES BEFORE BEING ENTITLED TO PAYMENT FROM THE GUARANTORS UNDER THE LIABILITY AGREEMENT.

THIS AGREEMENT SHALL CONTINUE TO BE BINDING UPON THE UNDERSIGNED GUARANTOR(S), THEIR HEIRS, EXECUTORS, ADMINISTRATORS, AND ASSIGNS AND SHALL REMAIN IN FORCE AND EFFECTIVE AS AGAINST THE GUARANTORS UNTIL SUCH TIME AS THE PRODUCER HAS REPAID ALL AMOUNTS OWING BY IT TO ALBERTA GRAINS AND THE MINISTER, ON ACCOUNT OF THE REPAYMENT AGREEMENT OR OTHERWISE. THE GUARANTORS AGREE THAT THIS LIABILITY AGREEMENT IS A CONTINUING GUARANTEE. THE GUARANTORS ACKNOWLEDGE THAT CONSIDERATION FOR THIS LIABILITY AGREEMENT HAS BEEN GIVEN AND AGREE THAT SAME MAY ONLY BE LIMITED, UPON GIVING WRITTEN NOTICE TO ALBERTA GRAINS OF THE GUARANTOR'S INTENT TO LIMIT THIS GUARANTEE.

ANY NOTICE GIVEN WILL ONLY BE EFFECTED FOR ADVANCES SUBSEQUENT TO THE NOTICE.

WE HAVE READ, UNDERSTAND AND AGREE TO BE BOUND BY ALL TERMS OF THIS DECLARATION AND THE ALBERTA GRAINS REPAYMENT AGREEMENT AND THAT ALL INFORMATION SET FORTH IN THESE DOCUMENTS IS TRUE AND CORRECT.

PLEASE NOTE THAT BY SIGNING THIS DOCUMENT, YOU UNDERSTAND AND AGREE THAT ACTION MAY BE TAKEN AGAINST YOU PERSONALLY TO REPAY THE FULL AMOUNT OF ANY DEFAULTED ADVANCE, PLUS INTEREST AND COSTS.

IN WITNESS WHEREOF WE, BEING ALL OF THE ABOVE NAMED GUARANTORS, HEREUNTO SET OUR HANDS AND SEAL.

Dated at \_\_\_\_\_ the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

DO NOT USE CORPORATE SEALS ON THIS DOCUMENT

Form with four rows for signature and name: NAME OF SHAREHOLDER/MEMBER/PARTNER (PLEASE PRINT) and SIGNATURE OF THE GUARANTOR.

The personal and/or business information submitted on this form is collected under the authority of Section 10 of the Agricultural Marketing Programs Act. Any personal information collected by the Administrator will be used to administer the program in accordance with the Personal Information Protection and Electronic Documents Act (PIPEDA) or under legislation applicable within their jurisdiction.

**GUARANTOR CERTIFICATE**

**ALTERNATE GUARANTOR(S) - LETTER OF GUARANTEE**

I, BEING THE SOLE SHAREHOLDER OR THE AUTHORIZED OFFICER OF THE CORPORATION NAMED IN PART 1 OF THIS REPAYMENT AGREEMENT, IN CONSIDERATION OF AN ADVANCE BEING MADE TO IT BY THE ADMINISTRATOR, FOR THE AMOUNT STATED IN PART 2 OF THIS REPAYMENT AGREEMENT, FOR THE 2024 – 2025 APP PROGRAM YEAR, DO HEREBY AGREE TO OBTAIN A LETTER OF GUARANTEE TO THE ADMINISTRATOR FROM ONE OF THE FOLLOWING TWO SOURCES (PLEASE SELECT AN OPTION BELOW):

- AN INDIVIDUAL OR GROUP OF INDIVIDUALS THAT HAS THE FINANCIAL COLLATERAL GUARANTEE THE ADVANCE AMOUNT STATED IN PART 2 OF THIS REPAYMENT AGREEMENT UNTIL IT IS FULLY REIMBURSED; OR
- A FINANCIAL INSTITUTION THAT WILL GUARANTEE THE ADVANCE AMOUNT STATED IN PART 2 OF THIS REPAYMENT AGREEMENT UNTIL IT IS FULLY REIMBURSED.

IN DETERMINING WHETHER OR NOT THERE IS SUFFICIENT FINANCIAL COLLATERAL, AN ALTERNATE GUARANTOR THAT IS AN INDIVIDUAL OR GROUP OF INDIVIDUALS MUST HAVE A POSITIVE BALANCE SHEET(S) AND SOME COMBINATION OF CASH, SECURITIES, GUARANTEED INCOME CERTIFICATES (GICs), MUTUAL FUNDS, BONDS AND/OR STOCKS THAT IS SUFFICIENT TO COVER THE VALUE OF THE ADVANCE UNTIL IT IS FULLY REPAID.

THE LETTER OF GUARANTEE MUST BE IN ACCORDANCE WITH ANY APPLICABLE PROVINCIAL LAWS IN THE PROVINCE OF OPERATION OF THE CORPORATION, COOPERATIVE OR PARTNERSHIP NAMED IN PART 1 OF THIS REPAYMENT AGREEMENT. THE LETTER OF GUARANTEE MUST BE DATED, SIGNED BY THE ALTERNATE GUARANTOR(S), AND PROVIDED TO THE ADMINISTRATOR PRIOR TO THE ISSUANCE OF THE ADVANCE AMOUNT SPECIFIED IN PART 2 OF THE APPLICATION. I UNDERSTAND THAT PRIOR TO OBTAINING AN ADVANCE THAT WOULD RESULT IN THE TOTAL AMOUNT ADVANCED TO THE CORPORATION OVER THE PROGRAM YEARS STATED ABOVE EXCEEDING THE LIMIT STATED ABOVE, I WILL NEED TO EITHER OBTAIN A NEW LETTER OF GUARANTEE THAT IS SUFFICIENT TO COVER THE AMOUNT OF THE ADVANCE NOT COVERED OR SIGN A NEW LIABILITY AGREEMENT TO COVER THE INCREASED AMOUNT.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**SIGN  
HERE** 

<i>SIGNATURE OF SHAREHOLDER OR AUTHORIZED OFFICER</i>
<i>PRINT SHAREHOLDER/AUTHORIZED OFFICER NAME</i>

**NOTE: IF YOU ARE FROM ALBERTA AND WANT TO USE AN ALTERNATE GUARANTOR, PLEASE CONTACT US FOR AN ACKNOWLEDGEMENT OF GUARANTEE FORM.**

The personal and/or business information submitted on this form is collected under the authority of Section 10 of the Agricultural Marketing Programs Act. Any personal information collected by the Administrator will be used to administer the program in accordance with the Personal Information Protection and Electronic Documents Act (PIPEDA) or under legislation applicable within their jurisdiction. Any personal and/or business information may be disclosed to Agriculture and Agri-Food Canada (AAFC) and will be used to administer the program in accordance with the Privacy Act and Access to Information Act. The information may be used for the purposes consented to in the Declaration. Individuals have the right to request access to and correction of their personal information. Should you have any questions concerning your information and privacy, please contact: Agriculture and Agri-Food Canada's Access to Information and Privacy Director, Floor 10, 1341 Baseline Road, Tower 7, Ottawa ON K1A 0C5 or by email at [AAFC.Privacy-vieprivee.AAC@AGR.GC.CA](mailto:AAFC.Privacy-vieprivee.AAC@AGR.GC.CA) and reference AAFC's personal information bank Agricultural Marketing Programs Act: Advance Payments Program, PPU 140. (2024).

## PART 3.0 TERMS & CONDITIONS

### 3.1) Terms and Conditions

In consideration of the Administrator granting an Advance pursuant to the provisions of the Advance Payments Program (APP), the parties hereunto agree as follows:

#### 1.0 Important Terms

- 1.1. "AAFC" means Agriculture and Agri-Food Canada.
- 1.2. "Acceptable Proof of Sale" must be in accordance with Section 3.0 of these Terms & Conditions and must include the following information: date of sale; name of seller that matches the name of the Producer that received the advance; name of buyer; type and quantity of agricultural product; and monies received for the applicable agricultural product.
- 1.3. "Administrator" means Alberta Grains.
- 1.4. "Advance" means an Eligible Advance based on expected or actual production, as applicable, of an eligible Agricultural Product.
- 1.5. "Advance Cycle" means a period of up to twelve (12) months that starts when the Producer is issued an Advance and ends no later than the end of the Production Period.
- 1.6. "Advance on Agricultural Product in Production" means an Eligible Advance based on expected production of an eligible Storable Agricultural Product in Production as per Subsection 1.13.
- 1.7. "Advance on Agricultural Product in Post-Production" means an Eligible Advance based on the volume of eligible Agricultural Product that the Producer has in inventory.
- 1.8. "Advance on Livestock" means an eligible Advance based on inventory of an eligible livestock.
- 1.9. "Advance Rate on Agricultural Product in Production" means the rate of issuance applicable to Advances issued prior to September 1, 2024.
- 1.10. "Advance Rate on Agricultural Product in Post-Production" means the rate of issuance applicable to Advances issued on or after September 1, 2024 but before March 31, 2025.
- 1.11. "Advance Rate on Livestock" means the rate of issuance applicable to Advances issued prior to March 31, 2025.
- 1.12. "Agricultural Products" means an animal or plant or a product, including any food or drink that is wholly or partly derived from an animal or plant, and includes all after acquired Agricultural Products of the Producer, or any proceeds therefore.
- 1.13. "Agricultural Product in Production" means a Storable Agricultural Product that are not yet produced or are in the course of being produced, but once produced, can be stored for a period of time as to remain in good marketing condition until sold or disposed of.
- 1.14. "Agricultural Product in Post-Production" means a Storable Agricultural Product that has been produced and are now in storage for a period of time as to remain in good marketing condition until sold or disposed of.
- 1.15. "AMPA" or "Act" means Agricultural Marketing Programs Act.
- 1.16. "APP" means the Advance Payments Program, under the Act.
- 1.17. "Applicant" means the authorized person executing this Application who has signing authority on behalf of a corporation, partnership or cooperative named as producer herein.
- 1.18. "Application for an Advance Worksheet" means the template used under part 2 of this Application to calculate the Eligible Advance for the purposes of the APP.
- 1.19. "BRM Program Coverage Report" means a report from the Agency responsible for the administration of the BRM Program used as security, wherein the Producer identified the amount of security available under the BRM Program.
- 1.20. "Continuous Flow Operation" means a farming operation where Livestock that are sold are constantly replaced by new ones so that the number of head of Livestock in inventory remains constant and sufficient to support the outstanding balance.
- 1.21. "ESCAP" means the Enhanced Spring Credit Advance Program.
- 1.22. "Eligible Advance" means the Advance the Producer is entitled to as calculated in the Application for an Advance Worksheet.
- 1.23. "Eligible BRM Program" means a program eligible to be used as security against an Advance pursuant to the regulations and includes AgriStability, CAIS, Production Insurance and a self-directed risk management program or any programs that may replace the aforementioned programs. For cattle advances, the Eligible BRM Program will only be used as security for defaulted advances.
- 1.24. "Final Production Insurance Agency Report" or "Seeded Acreage Report" means a Production Insurance Agency Report or a report of the same from AgriStability wherein the Producer identifies the amount of the Agricultural Product currently in production in order to calculate final entitlements for an Advance on Storable Agricultural Products pre-production.
- 1.25. "Final Production Insurance Report" means a Production Insurance Agency report wherein the Producer identifies the amount of the Agricultural Product currently in production in order to calculate final entitlements for an Advance.
- 1.26. "His Majesty" means His Majesty the King in Right of Canada.
- 1.27. "Livestock" means cattle, hogs, bison, sheep, lambs and goats.
- 1.28. "Minister" means the Minister of Agriculture and Agri-Food Canada or any person authorized to act on his or her behalf.
- 1.29. "Producer" means a Producer of an Agricultural Product who continuously owns the agricultural product, who is responsible for marketing it and either is or was producing it, as identified in the Repayment Agreement and who is:
  - a) An individual who is a Canadian citizen or a permanent resident, of the age of majority of the province where the farming is carried on; or
  - b) A corporation that is controlled by one or more of the persons or entities referred to in (a), (c) and (d), the applicant for whom must have attained the age of majority in the province where the farming is carried on and for whom guarantor(s) agrees in writing to be 100% liable, jointly and severally, as the case may be, to the Administrator for the Producer's liability; or
  - c) A cooperative, a majority of whose members are Canadian citizens or permanent residents, the applicant for whom must have attained the age of majority in the province where the farming is carried on and for whom guarantor(s) agrees in writing to be 100% liable, jointly and severally, as the case may be, to the Administrator for the Producer's liability; or
  - d) A partnership or other association of persons where partners or members who are Canadian citizens or permanent residents are entitled to at least 50% of the profits of the partnership or association, for whom guarantor(s) agrees in writing to be 100% liable, jointly and severally liable, as the case may be, to the Administrator for the Producer's liability.
- 1.30. "Production Period" is the period that for winter cereal advances commences October 1, 2023 and terminates September 30, 2025; for advances on all other field crops, honey, hogs, goats, sheep and lambs commences April 1, 2024 and terminates September 30, 2025; and for advances on cattle, continuous flow cattle, and bison commences on April 1, 2024 and terminates on March 31, 2026.
- 1.31. "Program Year" means 2024 and is used to manage limits as per the Act.
- 1.32. "Proof of Sale" means documentation confirming the sale of agricultural product that is provided, or verified, by a third party.
- 1.33. "Post-Production Report" means the report wherein the Producer specifies the amount of Agricultural Product held in storage.
- 1.34. "Repayment Agreement" means this completed Application, including these Terms and Conditions signed by the Producer and an authorized representative of the Administrator.
- 1.35. "SCAP" means the Spring Credit Advance Program.
- 1.36. "Terms & Conditions" means the content of the Terms and Conditions of this Application and Repayment Agreement.
- 1.37. "LPI" means the Livestock Price Insurance.

## 2.0 Issuance of the Advance

### 2.1. Issuance of the Advance – Field Crops & Honey

- a) The Administrator shall make an installment of 60% of the estimated Eligible Advance on a Storable Agricultural Product – In production calculated in accordance with the Advance Worksheet and using the Advance Rate on Storable Agricultural Products – In production, upon the execution of this Repayment Agreement by the Administrator. The Producer must have sufficient production insurance and/or AgriStability coverage related to the Agricultural Product to justify the Eligible Advance in accordance with the Worksheet and using the Advance Rate on Storable Agricultural Products – In Production.
- b) The Administrator shall issue an Advance on a Storable Agricultural Product – Post Production calculated in accordance with part 2 of this application and using the Advance rate specific to that Storable Agricultural Product – Post Production. The Producer must have sufficient Agricultural Product in storage to justify the Eligible Advance.
- c) Any Advance on all eligible Agricultural Product or any installment on such an Advance shall be issued as per the dates specified in Subsection 1.9, 1.10 and 1.30 of these terms and Conditions.
- d) By August 31, 2024, Producers securing the Advance with production insurance shall provide a copy of a verified Seeded Acreage Report/Statement of Crop Insurance & Invoice, confirming the actual acres planted or other current production as applicable, otherwise be declared in Default. For Producers using another eligible BRM Program (AgriStability) as security where a Final Production Insurance Report is not available, the Producer must provide a signed declaration confirming acres planted as applicable and consent to an inspection at the discretion of the Administrator or otherwise be declared in Default. Honey producers must provide a copy of their storage facility insurance.
- e) Based on the information contained in the documents required in Subsection 2.1, as applicable, the Administrator shall recalculate the Eligible Advance in accordance with the Application for an Advance Worksheet, and issue a second installment to the Producer equal to the recalculated Eligible Advance less the installment referred to in Section 2.1, and any other Advance under the APP from any Administrator.
- f) In cases where the Producer did not receive an Advance as stipulated under Subsection 2.1(a) of these Terms and Conditions and compliant to Subsection 2.1(d) of these Terms and Conditions, the Administrator shall issue to the Producer the recalculated Eligible Advance less any other Advance under the APP from any other Administrator for the same Agricultural Product.
- g) Should the Eligible Advance as calculated in 2.1(e) be insufficient, through no fault of the Producer, to justify the outstanding Advance to the Producer, the Administrator shall notify the Producer that he/she has thirty(30)calendar days to repay the part of the outstanding amount of the Advance that exceeds the Eligible Advance by more than ten thousand dollars (\$10,000.00) or ten percent(10%), whichever is greater or, if eligible, make an application for an Advance on another commodity and have the proceeds applied to the deficit, failing which, the Producer will be declared in Default.
- h) Where applicable, the Administrator shall issue an Advance on a Storable Agricultural Product– Post-Production calculated in accordance with the Application for an Advance Worksheet and using the Advance Rate specific to that Storable Agricultural Product– Post-Production. The Producer must have sufficient Agricultural Product in storage to justify the Eligible Advance will be declared in Default.
- i) Where an Advance on a Storable Agricultural Product – In Production is outstanding under the APP, the Producer must submit a Post-Production Report on or before December 31, 2024, otherwise be declared in Default.
- j) Should the Post-Production Report demonstrate, through no fault of the Producer, that the Agricultural Product in storage is not sufficient to justify the Advance issued to the Producer based upon the Advance rate at issuance, the Administrator shall notify the Producer that the Producer has thirty (30) calendar days to repay the part of the outstanding amount of the Advance that exceeds the Eligible Advance, failing which, the Producer will be declared in Default.
- k) Any Advance on all eligible Agricultural Products or any installment on such Advance shall be issued as per the dates specified in Subsections 1.9, 1.10 and 1.30 inclusive, as applicable.
- l) The Administrator may, with the consent of the producers, redistribute advances among related producers in order to maximize the interest-free benefits. Consent shall be provided through the signing of Part 3 (Declaration) of this Application and Repayment Agreement. Redistribution of advances in this way is not retroactive, but shall take effect on the day the change is made by the Administrator. The Administrator will notify affected producers of the resulting changes to their advances.

### 2.2. Issuance of the Advance - Livestock

- a) The Administrator shall make an installment of the eligible Advance on livestock as stated on the Advance requested by the Producer and using the Advance Rate on the Livestock, upon the execution of this Repayment Agreement by the Administrator. The Producer must provide a BRM Program Coverage Report demonstrating participation in an eligible BRM Program.
- b) Through no fault of the Producer, should the value of the Agricultural Product, not be sufficient to justify the outstanding Advance, the Administrator shall notify the Producer that they have thirty (30) calendar days to repay the part of the outstanding amount of the Advance that exceeds the reduced coverage amount. Failing this, the Producer will be declared in default.
- c) Any Advance on all eligible livestock or any installment on such an Advance shall be issued as per the date specified in subsection 1.11 and 1.30 of these Terms and Conditions. The Administrator shall issue an Advance under this Agreement in accordance with Part 2 of this application and using the Advance Rate on the Livestock, upon the execution of this Repayment Agreement by the Administrator. The Producer must provide a BRM Program Coverage Report demonstrating participation in an eligible BRM Program.
- d) Any Advance on all eligible Livestock, standard or continuous flow, or any instalment on such an Advance shall be issued as per the date specified in Subsections 1.11 and 1.30 of these Terms and Conditions, as applicable.
- e) The Administrator may, with the consent of the producers, redistribute advances among related producers in order to maximize the interest-free benefits. Consent shall be provided through the signing of Part 3 (Declaration) of this Application and Repayment Agreement. Redistribution of advances in this way is not retroactive, but shall take effect on the day the change is made by the Administrator. The Administrator will notify affected producers of the resulting changes to their advances.

## 3.0 Repayment of the Advance

### 3.1. Repayment of the Advance - Field Crops & Honey

- 3.1.1. The Producer shall repay the amount of the Advance as specified in this Repayment Agreement to the Administrator as the Agricultural Products listed on the Advance are sold, and, within the earlier of thirty (30) calendar days of receipt of payment, and the Producer provides proof of sale with the repayment. The minimum repayment amount is calculated by multiplying the Advance Rate in effect at the time the Advance was issued by the number of production units sold. Repayment can be made with one, or a combination, of the following:
  - a) Where the Producer sells Agricultural Product for which the Advance was made to a buyer and requests that the buyer remit a repayment to the Administrator by withholding from any amount they pay to the Producer for each unit of Agricultural Product, until all the advances made to the Producer and the interest payable by the Producer on those advances are repaid. The Producer shall remain liable to the Administrator for repayment of any part of the Advance where the buyer has failed to remit to the Administrator that part of the Advance withheld by it pursuant to its Agreement with the Administrator.
  - b) Where the Producer sells or disposes of Agricultural Product for which the Advance was made and pays directly to the Administrator for each unit of Agricultural Product, until all the advances made to the Producer and the interest payable by the Producer on those advances are repaid.
  - c) Where the Producer has assigned, or otherwise agreed to transfer, by way of the Repayment Agreement, potential payments from one or more BRM Programs, to the Administrator, the Producer agrees that these payments must be used to repay the amount of outstanding Advance minus the value of remaining Agricultural Product directly by the BRM Administrator or within five (5) calendar days of receipt of such amounts by the Producer before the end of the applicable Production Period. The Administrator will reimburse any amount received from a BRM Program in excess of the outstanding Advance to the Producer within seven (7) calendar days of receipt of the payment.

### 3.2. Repayment of the Advance – Livestock

- 3.2.1. The Producer shall repay the amount of the Advance as specified in this Repayment Agreement to the Administrator by the end of the Production Period:
- For a Standard Advance, where the Producer otherwise sells or disposes of that portion of Agricultural Product in respect of which the Advance is made, by paying directly to the Administrator for each unit of Agricultural Product within thirty (30) calendar days of receipt of payment, an amount at the Advance rate in effect at the time the Advance was issued until all the Advances made to the Producer and the interest payable by the Producer on those Advances are repaid. Each repayment should be supported by proof of sale;
  - For a Continuous Flow Advance, where the Producer otherwise sells or disposes of that portion of Agricultural Product in respect of which the Advance is made, by paying directly to the Administrator for each unit of Agricultural Product within twelve (12) months from the date the Advance was made but no later than the end of the Production Period, an amount at least the Advance rate in effect at the time the Advance was issued until all the Advances made to the Producer and the interest payable by the Producer on those Advances are repaid. The total repayment should be supported by proof of sale.
  - By assigning to the Administrator amounts payable to the Producer under an eligible BRM program which the Administrator will apply to repay the Advance within five (5) calendar days of receipt of such amounts until all the Advances made to the Producer and the interest payable by the Producer on those Advances are repaid. The Administrator will reimburse any amount received from a BRM program in excess of the outstanding Advance to the Producer within seven (7) calendar days of receipt.
- 3.2.2. Where Agricultural Product(s) in respect of which an Advance is made is sold or disposed of, the Producer shall provide proof of sale or disposal documentation to the Administrator no later than twenty-one (21) calendar days after the end of the applicable Production Period.
- 3.2.3. If the Producer repays the amount of the Advance to the Administrator by selling the Agricultural Product or part of the Agricultural Product in the manner described in paragraph 3.1.1(a) of these Terms and Conditions, the Producer shall:
- Indicate in writing to the Administrator to which buyer, named by the Administrator, the Agricultural Product will be sold, prior to selling the said product to such buyer; and
  - Notify the Administrator immediately upon receiving any information to the effect that the named buyer is not promptly remitting to the Administrator the amount so withheld; and remain liable to the Administrator for repayment of any part of the Advance where the said buyer has failed to remit to the Administrator that part of the Advance withheld by it pursuant to its agreement with the Administrator.

### 3.3. Repayment of the Advance – General

- 3.3.1. This section applies to Field Crop and Honey Advances and Livestock Advances, as referenced respectively in 3.1 and 3.2 above. In addition to those mandatory payments and requirements under the paragraphs of 3.1.1 and 3.2.1 above, the Producer may choose to repay the Advance:
- By making a repayment without proof of sale of \$10,000 or ten percent (10%) of the total amount of the Advance, whichever is greater. If the Producer chooses to repay an amount in excess of such amounts without proof of sale of the Agricultural Product, the Producer will be charged an interest penalty at the rate of TD Prime on the excess amount from the date the Advance was issued to the date of the repayment, and the Producer agrees to repay all interest related to repayments without proof of sale by the end of the applicable Production Period. Failure to repay such amounts will result in the account being placed in Default.
  - By assigning to the Administrator amounts payable under a listed BRM Program or by paying directly to the Administrator any amount received by the Producer under an eligible BRM Program before the end of the applicable Production Period.
  - By paying directly to the Administrator any amount received by the Producer, not exceeding the proceeds evidenced by proof of sale, or disposal, where applicable.
  - By making a repayment without proof of sale or disposal if the Administrator is satisfied through inspection or third-party verification, that the Agricultural Product in respect of which the Advance was made, has not been disposed of by the Producer at the time of the repayment. Inspection or verification, as applicable, is required to be provided in advance of the repayment and all costs are the responsibility of the Producer.
- 3.3.2. This section applies to Field Crop & Honey Advances and Livestock Advances, as referenced respectively in 3.1 and 3.2 above. If a Producer, that is an individual, dies or is declared legally incapable of making decisions, no penalty for failing to provide proof of sale for an Agricultural Product will be imposed under the Repayment Agreement if repayment is made on behalf of that Producer.

## 4.0 Security Interests

- 4.1. The Producer agrees to grant a security interest in the Producer's Agricultural Product, and on any subsequent Agricultural Products of the same nature produced by the Producer, as collateral in the amount of the Eligible Advance until the full repayment of the Producer's liability under Sections 22 and 23 of the AMPA. The Producer further agrees that the Administrator's interest shall rank prior to the interest of any other creditor or security holder and confirms that the Producer has obtained signed priority agreements from all entities who have or may be entitled to have an interest in the Agricultural Product(s) ranking ahead of the Administrator including those listed in Part 1 of this application or otherwise identified through lien search, or alternatively, has provided express consent to the Administrator in pages (14-15) of the Repayment Agreement to enter into priority agreements with input suppliers, creditors or security holders on behalf of the Producer. The Producer also agrees that upon Default, the Administrator has the right to seize the Producer's Agricultural Product(s) and any subsequent Agricultural Product wherever situated and sell the Agricultural Product as it sees fit in order to realize upon any amount outstanding under this Repayment Agreement including interest and any legal costs and apply the proceeds against the Producer's liability (as defined in 5.3 of these terms and conditions) until fully repaid.
- 4.2. To further secure the repayment, the Producer has irrevocably assigned the Producer's BRM Program repayments to the Administrator to secure repayment of all monies owing by the Producer to the Administrator as defined in 5.3 until fully repaid. The Producer acknowledges that all BRM Program repayments will be paid automatically to the Administrator until payment in full (as defined in 5.3) is received. The Producer further agrees that the Producer has obtained all signed priority agreements such that the Administrator's interest in the BRM Program payments shall rank prior to the interest of any other creditor or security holder. If the Advance is for Agricultural Products that have not been produced or are in the process of being produced, the Producer agrees to grant a security interest on the proceeds of a program listed in the Schedule as collateral to the Administrator in the amount of the Advance plus interest and costs as provided in this Agreement.
- 4.3. Should the Producer suffer a loss prior to the reseeding deadlines in the province of operation, the Producer agrees to reseed in order to ensure that they continue to qualify for a full production insurance indemnity should additional losses be suffered; otherwise, the Producer will repay any unsecured amount of the Advance within thirty (30) calendar days of the reseeding deadline, failing this the Producer will be declared in Default.
- 4.4. For a Continuous Flow Advance, the level of inventory on which the Advance was calculated must be the minimum inventory maintained throughout the Advance Cycle. The Producer agrees to provide continuous LPI coverage at two (2) times the value of the APP Advance.
- 4.5. The Producer agrees to notify the Administrator of their intention to renew their LPI contract ten (10) calendar days prior to the expiration of the LPI contract used to secure this APP Advance. If the Producer does not renew their LPI contract, at two (2) times the value of the APP Advance, the Producer must repay their Advance in full, repay the value of the Advance in excess of the LPI security value, or provide to the Administrator an alternative Eligible Form of Security within sixty (60) calendar days of the expiration date of the LPI contract used to secure the APP Advance after which the Administrator will place the Producer in default as described in Section 5 of this Agreement.
- 4.6. Should the producer provide express consent to the Administrator to contact creditors or security holders in the Producer's Agricultural Product and to complete priority agreements with input suppliers, said creditors or security holders pursuant to the express consent set forth in pages (14-15) of the Repayment Agreement, the parties agree that the aforementioned consent shall be limited to the extent described herein and shall not be construed to be a permanent consent to or a waiver of any terms, provisions, covenants, warranties, agreements or obligations of the Producer in regard to the security agreements executed between the Producer and security holders.
- 4.7. With the exception of addressing an overpayment, the Agricultural Product(s) used to secure an advance cannot be changed following receipt by the Administrator of the BRM Program Coverage Report, or of other means of confirmation of Production Units, and payment to the Producer of either the second installment or 100 percent of the Maximum Eligible Advance.





## 5.0 Default

- 5.1. The Producer is in default if the Producer:
  - a) Has not met all of the Producer's obligations under the Repayment Agreement by the end of the Production Period for which the Advance was made.
  - b) Files a notice of intention to make a proposal or makes a proposal under the Bankruptcy and Insolvency Act, is subject to a receiving order under that Act, becomes bankrupt or seeks protection under any other insolvency or bankruptcy related statute; or
  - c) Is otherwise declared in Default by the Administrator in accordance with this Repayment Agreement.
- 5.2. The Administrator shall declare a Producer in Default and immediately inform the Producer of the same, if the Producer:
  - a) Has not met any of the obligations under the Repayment Agreement within thirty (30) calendar days after the day on which the Administrator mails or delivers a notice to the Producer stating that the Producer has had, in the opinion of the Administrator, adequate opportunity to meet the obligation, and requesting that the Producer meet it;
  - b) At any time breaches irremediably, any substantial obligation under the Repayment Agreement; or
  - c) Provides false or misleading information to the Administrator for the purpose of obtaining a guaranteed advance, or evading compliance with an undertaking to repay it.
- 5.3. Upon Default, the Producer is liable to the Administrator for:
  - a) The amount of the Advance outstanding;
  - b) The interest on the outstanding Advance from the date of the original Advance, at the default rate of interest specified in Subsection 6.2 of these Terms and Conditions; and
  - c) Costs incurred by the Administrator to recover the outstanding amount, including legal costs approved by the Minister; which may be recovered from the Producer in the form of a default management fee.
- 5.4. If the Producer is declared in Default and the Minister makes payment under the guarantee, the Minister is subrogated to all rights of the Administrator against the Defaulted Producer and against any other persons liable under this Repayment Agreement. The Producer is, in addition to the amounts stated in Subsection 5.3 of these Terms and Conditions, liable to the Minister for interest at the rate specified in Subsection 6.2 of these Terms and Conditions on the amount of the Producer's liability under Subsection 5.3 of these Terms and Conditions and the costs incurred by the Minister to recover the amount, including legal costs.
- 5.5. The Producer is liable to the Minister for the amounts stated in Subsection 5.3.
- 5.6. Pursuant to Section 23(4) of the AMPA, the Producer agrees that if they reside in a province where the legislation allows for the extension of the limitation period, to extend the limitation period of six (6) years from the day on which the Minister is subrogated as per section 5 of the Terms and Conditions of the Application and Repayment Agreement for the purpose of initiating actions or proceedings to recover any amounts owed to the Crown.
- 5.7. If the Producer:
  - a) Defaults and repays in full within six (6) months of being declared in default, the Producer will not be subject to an Ineligibility Period; or
  - b) Repays in full beyond (6) six months of being declared in default, the producer will be ineligible to apply for future advances for one year from the date of full repayment of the defaulted advance.
  - c) Defaults at least (2) two times during their last (3) three years of APP participation, they will be ineligible to apply for future advances for (2) two years from the date of full repayment of the second defaulted advance.
  - d) Defaults and AAFC honours the guarantee, the producer will be ineligible to apply for future advances for (3) three years from the date of full repayment of the defaulted advance.
  - e) Defaults, AAFC honours the guarantee and the debt is settled through a compromise settlement, the producer will be ineligible to apply for future advances for (6) six years from
  - f) Defaults and AAFC writes off collection of the debt and ceases collection efforts, the producer will be ineligible to apply for future advances. If the producer subsequently provides full repayment, the producer will be ineligible to apply for a future advance for (3) three years from the date of full repayment.
  - g) Is declared bankrupt, the producer will be ineligible to apply for future advances for (7) seven years from the date the bankruptcy is discharged.
- 5.8. The Producer agrees to assign to the Administrator amounts payable to the Producer under an eligible BRM Program as identified in the BRM assignment of this application for the repayment of the amount of the eligible Advance plus interest costs provided for in this Repayment Agreement. Such assignment becomes effective and will be registered only when the Producer becomes in default.
- 5.9. Where applicable, the Producer agrees, pursuant to section 7 of the Limitations Act of Alberta, to the extension of the limitation period for seeking a remedial order for claims arising from this Agreement to six (6) years from the date the Administrator knew, or in the circumstances, ought to have known, of the claim.
- 5.10. For the purpose of this repayment Agreement, an ineligibility period of twelve (12) months may be applied against the Producer by the Administrator once the Producer has repaid his default in full.
- 5.11. If the Producer is in Default, and the Default amount is repaid by the Minister under the Guarantee, becoming a debt to the Crown, the Producer's information, including the amount owed, will

## 6.0 Interest Rate

- 6.1. The Interest payable by the Producer during the Production Period while in compliance with AMPA and this Repayment Agreement will be:
  - a) 0% on the amount of the Advance designated as interest free;
  - b) TD Prime rate less 0.5% on the amount of the Advance designated as interest bearing, calculated daily;
  - c) Zero (0%) percent on the amount up to \$250,000;
  - d) TD prime rate less 0.5% on the amount over \$250,000.
- 6.2. If the Producer is declared in Default, the interest payable by the Producer will be:
  - a) An upfront default fee of 3% of the outstanding balance will be charged upon notice of default;
  - b) TD Prime rate plus 1% on the amount of the outstanding balance from the date the Advance was issued to the date the Producer was declared in Default, calculated daily;
  - c) TD Prime rate plus 3% on the amount of the outstanding Producer's liability from the date of Default until the Advance, interest and all costs of collection are repaid in full, calculated daily.
- 6.3. In the event that the Producer chooses to repay an amount in excess of the limits outlined in 3.3.1(a) of this agreement without proof of sale of the product, the interest payable by the Producer will be TD Prime on the amount in excess of the limit from the date the Advance was issued to the day the repayment was made and shall be paid by the Producer to the Administrator no later than twenty-one (21) calendar days of the end of the Production Period.
  - a) TD Prime rate on repayments without proof of sale more than the greater of \$10,000 or ten percent (10%) of the total amount of the Advance, calculated daily; and
  - b) TD Prime rate on repayments submitted outside the proof of sale deadlines detailed in paragraph 3.1.1 and 3.2.1 calculated daily
- 6.4. In the event where the Producer is declared in default, the Minister makes payment under the guarantee and the Minister is subrogated the rights of the Administrator, the prime rate referenced in Paragraph 6.2 (b) will change from the prime rate of the Lender to the average aggregated prime rate ("Prime business" rate) as published in the Daily Digest on the website of the Bank of Canada.

## 7.0 General Provisions

- 7.1. The Production Period for Agricultural Products commences on October 1, 2023 and terminates on September 30, 2025 for winter cereals; commences on April 1, 2024 and terminates on September 30, 2025 for all other field crops, honey; and commences on April 1, 2024 and terminates March 31, 2026 for cattle advances.
- 7.2. The Producer is aware that a recalculation of the Advance may occur based on a change to current market prices which could result in a repayment being owed within thirty (30) calendar days or a reduction in the amount of the subsequent portion of the Advance.



- 7.3. The Producer agrees to provide the Administrator with any information requested by the Administrator to substantiate the statements made within this Application to further satisfy eligibility requirements. Failure to provide such documentation as requested by the Administrator may result in a rejection of this Application or in the Producer being declared in Default if the Advance has been issued.
- 7.4. The Advance referred to in Sections 1.6, 1.7 and 1.8 of these Terms and Conditions is deemed to have been received on that portion of the Producer's Agricultural Product first sold. The Producer shall not dispose of any other part of this Agricultural Product, in any manner, before disposing of that portion of the Agricultural Product for which the Advance was received.
- 7.5. This Repayment Agreement shall commence upon approval and execution of this Agreement by the Administrator, and shall terminate upon repayment of all amounts provided for in this Agreement.
- 7.6. The Administrator or its authorized agent has the right to inspect the Agricultural Product and perform a credit check on the Producer or any of the Producer's Partners/ Shareholders/Members at any time during the term of this Agreement.
- 7.7. The Producer shall give immediate notice to the Administrator of any material loss, destruction or damage to the Agricultural Product
- 7.8. If the Agricultural Product or a portion of the Agricultural Product for which an Advance was made ceases to be in marketable condition, through no fault of the Producer, the Producer shall immediately inform the Administrator and the Producer becomes liable to the Administrator for the portion of the guarantee of the Advance, together with interest on it from the date of the Advance, that is attributable to the unmarketable portion of the Agricultural Product.
- 7.9. The Producer shall respect the terms of the BRM Program used as security and shall ensure that any payments from the BRM Program related to the Agricultural Product are forwarded to the Administrator up to the extent of the Eligible Advance, interest and costs/fee. The Producer must notify the Administrator within seven (7) calendar days if further requests for an assignment of the BRM Program proceeds are made, granted or registered.
- 7.10. This Repayment Agreement shall be interpreted in accordance with the laws of the Province of Alberta, Canada.
- 7.11. If production insurance is being used, the Producer shall have insurance on the entire Agricultural Product for which the Advance was made, to the full extent of the Advance, for all insurable perils, until the Producer's liability is repaid or it becomes a stored product. The Producer further agrees that any payout of this insurance will first be used to repay any outstanding Advance.
- 7.12. Whenever the singular or masculine is used throughout this Repayment Agreement, it shall be construed as including the plural, feminine or neutral whenever the context and/or the parties hereto require.
- 7.13. In the event that any part of this Repayment Agreement is found to be invalid by a court of law, then the Producer agrees to be bound by the terms and provisions of the balance of this Repayment Agreement.
- 7.14. This Repayment Agreement shall not terminate by reason of death or disability of the Producer, but shall continue to be binding upon personal representatives to execute any instruments that may be necessary or proper to carry out the purpose and intent of this Repayment Agreement.
- 7.15. For the purposes of giving effect to any of the Producer's undertakings under the Repayment Agreement, notably concerning the priority agreement, the security and assignment of rights, the Producer shall make, execute and deliver to the Administrator any documents or agreements as the Administrator may reasonably request, including security agreements, assignments and financing statements.
- 7.16. All parties herein agree that should there be any discrepancies between this agreement and the AMPA and its regulations, the AMPA and its regulations will supersede this Agreement.
- 7.17. No Amendment to this Agreement which may result in the reduction of the value of the security pursuant to Section 4.0 of these Terms and Conditions, other than an amendment to correct a clerical or mathematical error, shall be made without written permission of the Minister, except under the following circumstances:
  - a) The value of the produced Agricultural Product has decreased through no fault of the Producer to the extent that it has made it more beneficial to feed the Agricultural Product to the Producer's animals than to sell it;
  - b) The cost of feed has increased to the point where it is more beneficial to feed the Agricultural Product to the Producer's animals than to purchase feed.
- 7.18. Unless authorized by the Minister, any amendment to the Repayment Agreement as per subsection 7.17 of these Terms and Conditions will not be retroactive and will come into force on the day that the amendment is signed and will substantially conform with the APP Administrator's amendment of the Repayment Agreement. The parties recognize that any interest benefit received as a result of paragraph 6.1(a) of these Terms and Conditions before the coming into force of the amendment does not need to be reimbursed.
- 7.19. It is agreed that all pages of this application form part of the Terms and Conditions of the Repayment Agreement including the Administration Fees.
- 7.20. Where the Administrator determines that the Producer is insolvent, bankrupt, or has recently filed a notice of intention to make a proposal or has made a proposal under the Bankruptcy and Insolvency Act or is seeking protection under any other insolvency or bankruptcy related statute such as Companies' Creditors Arrangement Act and the Farm Debt Mediation Act, the Producer's application must be rejected.
- 7.21. This agreement may be executed in two or more counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same agreement. A counterpart signed by one party hereto and transmitted by facsimile shall have the same effect as a counterpart originally signed by such party.
- 7.22. All parties herein agree that the electronic signature of a party to the Repayment Agreement shall be as valid as an original signature of such party and shall be effective to bind such party to this Repayment Agreement. The parties agree that any electronically signed document (including the Repayment Agreement) shall be deemed (i) to be "written" or "in writing," (ii) to have been signed and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. Such paper copies or "printouts," if introduced as evidence in any judicial, arbitral, mediation or administrative proceeding, will be admissible as between the parties to the same extent and under the same conditions as other original business records created and maintained in documentary form. No party shall contest the admissibility of true and accurate copies of electronically signed documents on the basis of the best evidence rule or as not satisfying the business records exception to the hearsay rule.
- 7.23. For purposes of section 7.0 of the terms and conditions hereof (i) "electronic signature" means electronic information that a person creates or adopts in order to sign a document that is in, submitted with, attached to or associated with any document contained within this Repayment Agreement; (ii) "electronic information" includes any information created, recorded, transmitted or stored in digital form or in other intangible form by electronic, magnetic or optical means or by any other means that has capabilities for creation, recording, transmission or storage similar to those means, and (iii) "electronically" has a corresponding meaning.
- 7.24. The Producer shall have multi-peril insurance coverage on their farming operation, which includes the entire Agricultural Product(s) for which the Advance was made, where the Agricultural Product(s) is stored on the premises. This coverage must be sufficient to cover the full extent of the Advance until the Producer's liability is repaid. If the Agricultural Product(s) is stored off-farm at a commercial storage facility, the Producer must ensure that the commercial storage facility has such insurance.
- 7.25. An appeal process is in place for cases where the Application is rejected. The appeal will be reviewed by knowledgeable program staff who did not participate in the initial decision to reject the Application. The appeal process concerns only program eligibility. Producers will not be able to appeal the advance amount(s) it is determined that they are eligible to receive under the program.
- 7.26. Where the Alberta Grains has submitted the Producer's file to AAFC for payment by the Minister under the guarantee and where AAFC has recovered the outstanding debt from the Producer in full or in part through a compromise settlement, and where there are still Default Management Fees owing to the Administrator by the Producer, the Alberta Grains the right to continue to pursue the repayment of these Default Management Fees from the Producer.
- 7.27. If the Producer misrepresents information and/or fails to provide information that may be deemed important for the verification of the advance Application, repayment of the advance, or payment of program penalties, all benefits under the APP may be forfeited, and the Producer may be subject an APP ineligibility period of five (5) years, or a period agreed to by the Administrator and the Minister, exclusion from the APP and/or other Agriculture and Agri-Food Canada programs, and prosecution.

## 3.2) DECLARATION OF PRODUCER & REPAYMENT AGREEMENT

The Advance Payments Program (APP) is a Government of Canada program which supports the provision of cash advances to Producers across Canada. Under the APP, Agriculture and Agri-Food Canada (AAFC) provides funding to guarantee advances taken by Producers through farm organizations and covers the interest on the first \$250,000 advances on all commodities taken by each Producer under the program.

- 1) As it applies:
  - a) I am applying, on behalf of the Corporation/Cooperative which I represent, for an advance payment pursuant to the APP.
  - b) We, being all the Partners of the Partnership stated in Part 1 of this Application (herein referred to as the "Partners"); apply for an advance payment pursuant to the APP.
- 2) I, one of the Partners/Shareholders/Members/Authorized Officer am of the age of majority and declare that the Corporation, Cooperative, or Partnership, as the case may be, is controlled by a Canadian Citizen(s) or a permanent resident(s).
- 3) At least one of the Partners/Shareholders/Members is the Producer of the Agricultural Product for which this Application is made, or one of the Partners/Shareholders/Members.
- 4) No other person has an interest in the Agricultural Product with respect to which this Application is made and the Agricultural Product will be sold in the name of the Corporation/Cooperative/Partnership for which this Application is made.
- 5) Partners/Shareholders/Members who have an interest in the Producer are listed in part 1, section 1.2 of this Application and Repayment Agreement.
- 6) For the purposes of applying as a Partnership, Cooperative, or Corporation with more than one shareholder, all Partners/Shareholders/Members who have an interest in the entity are listed in this Application on the Joint & Several Liability Form.
- 7) Neither the Corporation/Cooperative/Partnership or any of the Partners/Shareholders/Members nor any of the Related Producers and farming operations listed in this Application and Repayment Agreement are in default under any Repayment Agreement pursuant to the Advance Payments for Crops Act (APCA), the Prairie Grain Advance Payments Act (PGAPA), the Spring Credit Advance Program (SCAP), the Enhanced Spring Credit Advance Program (ESCAP) or the Agricultural Marketing Programs Act (AMPA).
- 8) The Corporation/Cooperative/Partnership that I represent is not ineligible under an advance guarantee Agreement made pursuant to AMPA/SCAP/ESCAP.
- 9) As it applies:
  - a) The Corporation/Cooperative that I represent has made an application for Production Insurance and/or is participating in an eligible Business Risk Management (BRM) program and I, being authorized to certify on behalf of the Corporation/Cooperative, declare having submitted a duly completed BRM Assignment Agreement as required for the specific class of Agricultural Product.
  - b) We, the Partners, have made an application for Production Insurance and/or are participating in an eligible Business Risk Management program and we further certify having submitted duly completed BRM Assignment Agreements as required for the specific class of Agricultural Product.
- 10) The Corporation/Cooperative/Partnership that I/we represent, as the case may be, that is requesting an advance on a storable Agricultural Product in post-production or Livestock, have sufficient Agricultural product in storage to justify the amount advanced as outlined in Part 2 of this Application and Repayment Agreement.
- 11) I or the Partners, as applicable, declare having submitted the duly completed priority Agreements required for every secured creditor that has an assignment on the proceeds of the Business Risk Management program(s) used to secure the advance, as applicable, and/or that holds a lien or encumbrance on the Agricultural Products listed in Part 2 of this Application and Repayment Agreement.
- 12) I or the Partners, as applicable, agree that a credit check and an inspection of the Agricultural Product may be performed prior to issuing an advance or at any time while the advance is outstanding.
- 13) I or the Partners, as applicable, acknowledge that, in the event of a default, the Corporation/Cooperative/Partnership or its Shareholders/Members/Partners may be denied access to other federal agricultural support programming or, alternatively the Minister of Agriculture and Agri-Food Canada reserves the right to off-set from such support a sum equal to the outstanding amount and related interest charges and recovery costs.
- 14) I or the Partners, as applicable, declare that this Application is consistent with the purpose of the APP.
- 15) I or the Partners, as applicable, certify that all of the information provided in this Application is true and correct in every respect.
- 16) I or the Partners, as applicable, understand that failing to comply with Application requirements may delay the processing of the Application or may render me or the Corporation/Cooperative/Partnership that I/we represent, ineligible for receiving an advance under the Program.
- 17) I or the Partners, as applicable, agree that I/we reside in a province where the legislation allows for the extension of the limitation period, to extend the limitation period and to take any necessary steps as determined by the Administrator to ensure that the limitation period for seeking a remedial order for claims arising from this application shall be extended from the date the Administrator knew, or in the circumstances, ought to have known, of the claim. Where possible according to the provincial legislation, I/we further agree that the extended limitation period should be of six years.
- 18) I or the Partners, as applicable, have read the following privacy notice informing me of AAFC's use of my personal information submitted as part of the APP application process. APP is a federal program delivered by Administrators which collect and use the personal information you submit to administer the program on AAFC's behalf. AAFC routinely receives a small portion of the personal information you submit however, in the event you enter into default, AAFC will receive your entire application file. The personal information contained in, with, or pursuant to this Application and Repayment Agreement is collected under the authority of the Agricultural Marketing Programs Act. AAFC may use the information to verify and/or assess the Application and Repayment Agreement, as well as to administer, audit, analyze, and evaluate the APP. AAFC may also convey the information contained in this Application and Repayment Agreement, as well as associated documentation, both personal and otherwise, to other organizations administering the APP, for the purposes of verifying benefits under the APP. Individuals have the right to request access to, and correction of, their personal information. Should you have any questions concerning your Privacy, please contact: Agriculture and Agri-Food Canada's Access to Information and Privacy Director, Floor 10, 1341 Baseline Road, Tower 7, Ottawa ON K1A 0C5 or by email at AAFC.Privacy-vieprivée.AAC@agr.gc.ca and reference AAFC's personal information bank Agricultural Marketing Programs Act: Advance Payments Program, PPU 140. All non-federal government organizations are obligated to protect personal information in accordance with the Personal Information Protection and Electronic Documents Act (PIPEDA) or under legislation applicable within their jurisdiction.
- 19) I, or the Partners as applicable, authorize the Alberta Grains (the Administrator) to:
  - a) Collect the personal information contained in, with, or pursuant to this Application and Repayment Agreement.
  - b) Convey the information contained in this Application and Repayment Agreement, as well as associated documentation, both personal and otherwise, to provincial governments and their agencies, and the Lender (TD) for the purposes of verifying APP entitlements, verification, assignment and realization of security
  - c) Convey the information contained in this Application and Repayment Agreement, as well as associated documentation, both personal and otherwise, to other organizations administering the APP, for the purposes of verifying benefits under the APP. For further information regarding the use of your personal information by the APP Administrator or to make a formal request for access to your personal information, please contact Administrator through which you are applying.
- 20) I or the Partners, as applicable, have read all the Terms and Conditions of the Repayment Agreement which are attached to and form part of this application and agree to comply with such Terms and Conditions.
- 21) If I am or any of the Partners/Shareholders/Members is, as applicable, a current or former public office holder, public servant or member of the House of Commons, I am or one of the Partners is, as applicable, not prohibited to derive benefits from the APP under any applicable federal conflict of interest or ethical principles and I am in compliance with applicable federal conflict of interest or ethical principles, rules and obligations.
- 22) I or the Partners, as applicable, acknowledge that, in cases where the producer is declared in default and the Minister makes payment under the guarantee, the Minister is subrogated to the Administrator's rights against the producer in default and against persons who may be personally liable under this Repayment Agreement.
- 23) I declare that I, or the Partners/Shareholders/Members, or the Partnership/Corporation/Cooperative as applicable: have not recently filed a notice of intention to make a proposal or made a proposal under the Bankruptcy and Insolvency Act; are not subject to a receiving order under that act; are not bankrupt or seeking protection under any other insolvency or bankruptcy related statute such as the Companies' Creditors Arrangement Act and the Farm Debt Mediation Act.

- 24) I or the Partners, as applicable, declare that in the case of agricultural product that is: storable, non-storable, or livestock, it is of marketable quality and will remain so until disposed of in accordance with the repayment agreement. If the stored Agricultural Products become unmarketable, the Producer agrees to notify Alberta Grains and repay the Advance within thirty (30) calendar days. In the case of Non-Storable Agricultural Products, the Producer agrees to maintain them in marketable form until disposed of.
- 25) I or the Partners, as applicable, acknowledge that when the Administrator receives a payment in accordance with the Terms and Conditions of this Repayment Agreement, the Administrator must first reduce the portion on which the Minister pays the interest.
- 26) I or the Partners, as applicable, authorize Alberta Grains and AAFC and organizations administering BRM Programs to convey the information contained in this Application and Repayment Agreement, as well as associated documentation, both personal and otherwise, to other organizations administering the APP, for the purposes of verifying benefits under the APP.
- 27) I or the Partners, as applicable, agree the Alberta Grains, on behalf of Agriculture and Agri-Food Canada, may deposit a copy of this Application with the Producer's provincial production insurance agency and effective upon such deposit, the Producer will be deemed to have transferred and assigned to Alberta Grains all of the Producer's indemnities otherwise payable to the Producer under the Producer's contract(s) of insurance with such agency for all current crops up to the amount of the Advance, plus interest and costs, and any such payments can be made payable only to the Alberta Grains.
- 28) I or the Partners, as applicable, consent to the right of the Minister of AAFC to contact me/us for purposes of evaluating AMPA.
- 29) In the event that funding levels to the Department of Agriculture and Agri-Food Canada are changed by Parliament due to extra ordinary circumstances, the Minister reserves the right to terminate interest payments under the agreement. The Administrator shall provide, in writing, 60 calendar days' notice to the Producer of the intended termination date of the interest free provision. The Producer will be responsible to the Administrator for any subsequent interest associated with the agreement irrespective of the stated program guidelines or overall objective of this Agreement.
- 30) That in order to determine my/our financial situation, I/we authorize Alberta Grains or its Credit Bureau, from my/our suppliers or from other financial institutions and from references I/we have provided in this Agreement. I/We authorize the information provided in this Agreement maybe given to my/our supplier or financial institutions to whom I/we do business with. If I/we have given Alberta Grains my/our personal information, Alberta Grains may treat it as information to be used as an aid to identify me/us with the credit bureau and other parties. We agree to the collection and release of information by Alberta Grains at their discretion and waive our rights under the PIPEDA.
- 31) I or the Partners, as applicable, acknowledge that the Alberta Grains, on behalf of the federal government, may register an assignment with the provincial production insurance agency without further notice, giving the Advance priority on any production insurance payouts up to the amount owing on the Advance, plus any interest.
- 32) I or the Partners, as applicable, acknowledge that the Alberta Grains, or the Federal Government, may register an assignment on BRM Program payments giving the Advance priority on any BRM Program payments up to the amount owing on the Advance, plus any interest
- 33) I or the Partners, as applicable, confirm that there have been no changes to the Producer's structure since the previous filing of the Producer's Declaration, if applicable.
- 34) I or the Partners, as applicable, declare that if the producer suffers a loss prior to the reseeded deadlines in the province in which it operates, the producer agrees to reseed in order to ensure that it continues to qualify for a full production insurance indemnity should additional losses be suffered; otherwise, I/we will repay any unsecured amount of the Advance within thirty (30) calendar days of the reseeded deadline. Failing to do this, the Producer will be declared in Default.
- 35) I or the Partners, as applicable, acknowledge that if the producer is using Agristability as security on the Advance that I/we will report any changes to the reference margin or program coverage to Alberta Grains immediately.
- 36) Authorization to Collect and Disclose Information - Provincial Crop Insurance/AgriStability/Global Ag Risk Solutions / Livestock Price Insurance may disclose my information, including personal information within the meaning of The Freedom of Information and Protection of Privacy Act, to Alberta Grains and AAFC for the purpose of AAFC's Advance Payments Program. The information collected may include, but is not limited to, crop insurance information, AgriStability information, Global Ag Risk Solutions information, and LPI information, and income and expenses related to my business or farming operation.
  - a) Provincial Crop Insurance/AgriStability/Global Ag Risk Solutions / Livestock Price Insurance may collect my information, including personal information within the meaning of The Freedom of Information and Protection of Privacy Act, from Alberta Grains and AAFC for the purpose of AAFC's Advance Payments Program.
  - b) AAFC and Alberta Grains may use this information to verify and assess the Application and Repayment Agreement, as well as to administer, audit, analyze, and evaluate the Advance Payments Program as determined by AAFC or Alberta Grains.
  - c) I acknowledge that Provincial Crop Insurance/AgriStability/Global Ag Risk Solutions/ Livestock Price Insurance may also collect and disclose corporate information for these purposes.
- 37) This Repayment Agreement shall be governed by and interpreted in accordance with the laws of Alberta. The Producer agrees that any action, proceeding, claim or other court activity arising from the enforcement or interpretation of this Repayment Agreement, if commenced by the Producer, must be commenced in the Province of Alberta.
- 38) I or the Partners, as applicable, will notify the administrator immediately of any changes to the coverage provided by the Eligible BRM Program(s) used to secure the advance(s) under this Repayment Agreement.
- 39) No other person has an assignment on the proceeds of the Eligible BRM Program(s) used to secure this Advance, as applicable.
- 40) I, or the Partners, as applicable, have disclosed on Part 1 of the Application all previous outstanding advances received by the Corporation/ Cooperative/Partnership, any of the Partners/Shareholders/Members, from Alberta Grains or other administrators for this or any other Program Year, including defaults on these advances where applicable.
- 41) The Corporation/Cooperative/Partnership is not related, as defined for the purposes of the program, to any other Producer participating in this program, with the exception of those listed in Part 1 of this Application and Repayment Agreement.
- 42) I, or the Partners, as applicable, have provided to Alberta Grains the necessary information and/or documentation to rebut the presumption of relatedness or to attribute the amounts advanced to Related Producers in accordance with Subsection 9(2) and 20(2) of the Act.
- 43) I have listed on Part 1 of this Application all secured creditors that have or may have a security interest in the Agricultural Product(s), and that have an assignment on the proceeds of the Eligible BRM Program(s) used to secure this Advance, as applicable with respect to which this Application is made.
- 44) I declare that I, or the Partners/Shareholders/Members, or the Partnership/Corporation/Cooperative have multi-peril insurance on the Partnership/Corporation/Cooperative's farming operation which includes coverage for all Livestock and/or Storable Agricultural Product(s) that are kept/stored on this farming operation for the purposes of this Repayment Agreement, and/or that where Livestock and/or Storable Agricultural Product(s) are stored with commercial storage facilities, that I, or the Partners/Shareholders/Members, or the Partnership/Corporation/Cooperative have confirmed that the these storage facilities have such multi-peril insurance.
- 45) I or the Partners, as applicable, understand that an appeal process is in place for cases where the Application is rejected. It is understood that the appeal will be reviewed by knowledgeable program staff who did not participate in the initial decision to reject the Application and that the appeal process concerns only program eligibility. Producers will not be able to appeal the advance amount(s) it is determined they are eligible to receive under the program.
- 46) I or the Partners, as applicable, understand that misrepresenting information and/or failing to disclose information that may be deemed important for the verification of the advance Application, repayment of the advance, or payment of program penalties, may result in all benefits under the APP being forfeit (default), and/or an APP ineligibility period of five (5) years, or a period agreed to by the Administrator and the Minister, exclusion from this and/or other Agriculture and Agri-Food Canada programs, and/or prosecution.
- 47) I or the Partners, as applicable, consents to the Administrator redistributing advances among it and its related producers in order to maximize the interest-free benefits. I understand that in consenting, this redistribution may result in a reduction of the interest-free portion of its advance, meaning that a portion may become interest-bearing and it will be therefore be responsible for paying the interest on it. The Corporation/Cooperative/Partnership that I represent understands that the Administrator will notify it of any redistribution affecting its advance.
- 48) I will notify the administrator immediately of any material loss, destruction or damage to the Agricultural Product(s) used to secure the advance(s) under this Repayment Agreement.
- 49) I have disclosed on Part 1 of the Application all advances that I have requested and/or have outstanding from this or other administrators for this or any other Program Year, including defaults on these advances where applicable.
- 50) I understand that if the Advance goes into Default, and the Default amount is repaid by the Minister under the Guarantee, becoming a debt due to the Crown, my information, including the amount owed, will be shared with other organizations, including credit bureaus.

## Alberta FARMCASH ADVANCE RATE

CROP COMMODITIES	\$/MT
Alfalfa	104.852
Barley	152.512
Barley - Feed	142.98
Beans - Other Colored	548.090
Beans - Pinto	481.366
Beans - White	483.272
Buckwheat	395.578
Canary Seed	366.982
Canola	276.428
Chickpeas - Kabuli	462.302
Corn	161.360
Durum	176.342
Fababeans	171.576
Flax	271.662
Hay	85.788
Hemp Seed	787.343
Lentils	293.586
Mustard	548.090
Oats	142.980
Oats - Feed	133.448
Peas - Dry	148.699
Rye - Fall	107.235
Rye - Spring	104.852
Soybeans	243.066
Timothy Hay - Choice	66.724
Timothy Hay - Premium	71.49
Timothy Hay - Standard	76.256
Timothy Hay - Supreme	81.022
Triticale	114.384
Wheat	142.980
Wheat - Feed	114.384
Wheat - Winter	142.980

LIVESTOCK	\$/HEAD
Bison - Feeder (650 - 750 lbs)	916.9784
Bison - Finished (900 - 1050 lbs)	1,317.0841
Bull - Breeding - Mature - More than 2 yrs	2,335.3400
Bull - Breeding - Yearling - Less than 2 yrs	2,168.5300
Calf - Feeder (400 - 700 lbs)	1,238.6834
Cattle - Feeder (700 - 900 lbs)	1,241.0664
Cattle - Finished (Less than 1250 lbs)	1,191.2617
Cattle - Finished (More than 1250 lbs)	1,551.3330
Cow - Breeding - Mature - has calved	1,239.1600
Heifers - Breeding - Bred	1,229.6280
Heifers - Breeding - Calf	843.1054

HONEY	\$/LB
Honey	1.1915

VEGETABLES	\$/MT
Sugar Beets	25.5744

**NEW**

CROP COMMODITIES	\$/MT
Corn - Feed	162.044
Oats - Organic	266.8960
Peas - Dry Organic	284.0536
Wheat - Organic	285.9600

**NEW**

CROP COMMODITIES	\$/LB
Quinoa - Organic	0.8102
Crested Wheat Grass Seed	0.5243

CROP COMMODITIES	\$/LB
Alfalfa Seed	0.6672
Bromes Grass - Smooth Seed	0.9532
Clover Seed - S.C. Red	0.5243
Fescue Seed - Creeping Red	0.5719
Hemp Grain - Conventional	0.3575
Quinoa - Conventional	0.6196
Sunflower - Non-Oil	0.1906
Timothy Hay - Seed	0.3336

**USE CONVERSION CHART BELOW FOR REFERENCE**

GRAIN COMMODITY	POUNDS PER BUSHEL	BUSHEL PER METRIC TONNE
BARLEY	48 LB = 1 BU	45.93 BU = 1 MT
CANOLA / MUSTARD / CANARY SEED / CAMELINA	50 LB = 1 BU	44.09 BU = 1 MT
CORN / FLAX / RYE / TRITICALE	56 LB = 1 BU	39.37 BU = 1 MT
WHEAT / SOYBEANS / BEANS / LENTILS / PEAS / CHICKPEAS	60 LB = 1 BU	36.74 BU = 1 MT