

Important Information for Producers/Applicants

Review these important details before beginning your application:

<p>Eligibility</p>	<ul style="list-style-type: none"> • Sole Proprietors are eligible for a FarmCash advance, and must be of legal age within Alberta (18 years or older) and a Canadian citizen or a permanent resident. The applicant must own the produced commodities and be responsible for the marketing of the commodities being applied for through the FarmCash program. • Corporations, cooperatives, and partnerships are also eligible for a FarmCash advance. The applicant 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 applicant must own the livestock applied for on the advance.
<p>Advance Limits</p>	<ul style="list-style-type: none"> • Applicants can apply for a FarmCash advance of up to \$400,000. The first \$100,000 is interest free. • The interest free provision and maximum advance is cumulative over all APP Administrators. • The maximum cumulative advance that can be issued to an applicant, including current outstanding advances (2017 and 2018) and eligible advances for 2018, can at no time exceed \$400,000.
<p>Security</p>	<ul style="list-style-type: none"> • Grains, oilseeds and pulse producers' post-harvest advances are secured by the crop in storage. • Livestock producers' must be enrolled in 2018 AgriStability or provide a valid Western Livestock Price Insurance Program (WLPIP) contract to be eligible for an advance. • Honey producers' post-harvest advances are secured by the honey in storage.
<p>Interest Charges</p>	<ul style="list-style-type: none"> • Interest bearing advances are subject to the interest rate at TD Prime Rate (calculated daily), which is calculated and applied to accounts on at least a monthly basis.
<p>Application Fee</p>	<ul style="list-style-type: none"> • FarmCash will charge an application fee of \$50 for initial applications and \$50 for subsequent applications.
<p>Funds Issued to Producers</p>	<ul style="list-style-type: none"> • Advances are issued to applicants less the application fee.
<p>Repayment</p>	<ul style="list-style-type: none"> • Repayments are applied as follows: <ol style="list-style-type: none"> 1. Interest-free principal portion of advance (if applicable); 2. Interest charges applied (if applicable); 3. Interest-bearing principal portion of advance (if applicable). • Repay through cheque, electronic funds transfer or grain dealer.



<p>Default</p>	<ul style="list-style-type: none"> • 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 account being declared in default. • Upon default: <ol style="list-style-type: none"> 1. The interest free benefit must be repaid; 2. 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; 3. Default interest is charged at the TD Prime Rate plus 3% on the outstanding balance from the date of default until repaid in full.
<p>Inspection Verification</p>	<ul style="list-style-type: none"> • A field and/or inventory inspection may be required to verify compliance with the Repayment Agreement. • If a subsequent inspection is required, a \$350.00 inspection fee will be payable by the producer. • Refusal of an inspection will result in an immediate default. • Each year FarmCash completes inspections on random cash advance recipients. • Additional criteria used in determining the inspection sample group, including: <ol style="list-style-type: none"> a) insufficient documentation of sale; b) advances repaid the last month before the program deadline; c) applicants who had one or more default(s) during the past three APP Program Years; and d) advances that FarmCash deems may carry a 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 should be provided at the time of inspection.



	Field Crops & Honey	Livestock
Production Period	Apr. 1, 2018 to Sept. 30, 2019 Oct. 1, 2017 to Sept. 30, 2019 (Winter Cereals)	Apr. 1, 2018 to Mar. 31, 2020 (Cattle)
Repayment Deadline	Sept. 30, 2019	Mar. 31, 2020 (Cattle)
Repayment Requirements	<ul style="list-style-type: none"> 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 or within 60 calendar days of delivery to a buyer, whichever is earlier. 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	<ul style="list-style-type: none"> Proof of sale documentation for repayments made directly to Alberta Wheat Commission must be provided by the end of the production period. 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 TD Prime rate +1%. For advances on crops, proof of sale documentation is not required for repayments made from the beginning of the production period to January 31, 2019. Refer to Section 3.0 of the Terms and Conditions for further details. 	

Post-Harvest/Fall – FarmCash Application Form

Before starting your FarmCash Advance application, review this checklist to avoid any application delays:

*Reminder that applicants applying for a FarmCash Advance on Livestock must be enrolled in AgriStability or Western Livestock Price Insurance Program (WLPPI) to be eligible. Proof of enrollment documentation is required in the application.

Post-Harvest/Fall Checklist

Part 1 – Applicant Information

All producers must complete Part 1

Check	Section	Page #	Instructions
<input type="checkbox"/>	Producer Information	7	<ul style="list-style-type: none"> State whether you are applying as a sole proprietor or a corporation, cooperative, or partnership. All applicants require a Business Number in this section.
<input type="checkbox"/>	Declaration of Bankruptcy	7	<ul style="list-style-type: none"> All applicants must affirm whether they have filed, notified, or have previously declared bankruptcy under the Bankruptcy & Insolvency Act.
<input type="checkbox"/>	Related Producers	8	<ul style="list-style-type: none"> All applicants must complete this document declaring any relatedness to other APP recipients/applicants.

Part 2 – Calculating Your FarmCash Advance

All producers must complete Part 2

<input type="checkbox"/>	Commodity Selection & Calculating Your FarmCash Advance	10–11	<ul style="list-style-type: none"> Complete this section based on the commodities you are applying to receive a Fall FarmCash Advance on. FarmCash offers three different categories of commodities: (1) Grains, oilseeds, and pulses, (2) Honey and (3) Livestock. This form will require you to select the agriculture commodities, provide quantities and land locations. Producers may select multiple commodities offered by FarmCash.
<input type="checkbox"/>	Direct Deposit or Mailed Cheque	12	<ul style="list-style-type: none"> Upon approval for your FarmCash Advance, select whether you would like to receive your advance via direct deposit or mailed cheque. If selecting direct deposit, provide one of the following options in this section: banking information, a void cheque, or a direct deposit form.



Part 3 – Producer Declaration & Other Required Documents

Print & Manual Submission – Signatures Required

Refer to the checklist below including instructions and signature requirements to ensure you're completing all required documentation for your FarmCash Advance.

Check	Agreement	Page #	Instructions	Signature(s) Required
<input type="checkbox"/>	Additional Producer Information	13	<ul style="list-style-type: none"> All applicants must complete and sign. 	Applicant
<input type="checkbox"/>	Producer Declaration	14	<ul style="list-style-type: none"> All applicants must complete and sign. 	Applicant
<input type="checkbox"/>	Terms & Conditions of the Repayment Agreement	15–22	<ul style="list-style-type: none"> All applicants must carefully read the Terms & Conditions of the Repayment Agreement. 	N/A
<input type="checkbox"/>	Declaration of Producer & Repayment Agreement	23–25	<ul style="list-style-type: none"> All applicants must carefully read the Declaration of Producer & Repayment Agreement. 	N/A
<input type="checkbox"/>	Attestation of Producer & Repayment Agreement	26	<ul style="list-style-type: none"> All applicants must complete and sign. Must also be signed by a non-relative witness of legal age. 	Applicant & Witness
<input type="checkbox"/>	Priority Agreement with a Secured Creditor	28–29	<ul style="list-style-type: none"> Applicants lending institution and/or secured creditor must complete and sign this agreement. 	Lending Institution
<input type="checkbox"/>	Priority Agreement for Agriculture Inputs Supplier	30–31	<ul style="list-style-type: none"> Grains, oilseeds, and pulse applicants must have inputs supplier complete and sign. 	Inputs Supplier
<input type="checkbox"/>	AFSC Assignment of Indemnity Form for Insurance	32–33	<ul style="list-style-type: none"> Applicants using AFSC crop insurance must complete and sign. A witness of legal age signature is required. 	Applicant & Witness
<input type="checkbox"/>	Global Ag Risk Solutions Loss Payable Assignment Form	34	<ul style="list-style-type: none"> Applicants using GARS crop insurance must complete and sign. A witness of legal age signature is required. 	Applicant & Witness
<input type="checkbox"/>	Business Risk Management Program Proceeds Agreement	35	<ul style="list-style-type: none"> Applicants using AgriStability as security must complete and sign. 	Applicant



<input type="checkbox"/>	<p>Joint & Several Guarantee (for Cooperative, Partnership, or Corporation with multiple shareholders)</p>	<p>36–37</p>	<ul style="list-style-type: none"> • Applicants who are applying as a corporation, cooperative, or partnership must complete and sign. • Must include Certificate of Incorporation/ Proof of Partnership and Shareholder Ledger. 	<p>Applicant & Witness</p>
<input type="checkbox"/>	<p>Guarantee Certificate</p>	<p>38</p>	<ul style="list-style-type: none"> • Applicants who are applying as a corporation, cooperative, or partnerships with multiple shareholders must complete and sign. • Requires a barrister/solicitor signature. 	<p>Shareholders of Applicant & Barrister/Solicitor</p>
<input type="checkbox"/>	<p>Guarantor Certificate</p>	<p>39</p>	<ul style="list-style-type: none"> • Applicants who are securing an advance with a Guarantor must complete and sign. • Must secure a letter of guarantee from the financial institution. • The original copy of the guarantee certificate must be provided to FarmCash along with this application. 	<p>Applicant</p>
<input type="checkbox"/>	<p>Application Completion Reminders</p>		<ul style="list-style-type: none"> • All applicants must send a copy of a government issued ID such as driver's license, passport, or birth certificate. • Direct deposit forms or void cheque must be sent for those who wish to receive their FarmCash Advance this way. • AgriStability - Applicant must provide Enrolment/Fee Notice of current year and Proof of Inventory from previous two years. • Copy of Certificate of Incorporation/Proof of Partnership or Shareholder Ledger for corporations, cooperatives, and partnerships must be enclosed. 	<p>N/A</p>

Part 1 – Applicant Information

1.1 Producer Information

Mandatory for all applicants

If applying as a sole proprietor, complete section A. If applying as a partnership, corporation, or cooperative, complete section B.

a) Sole Proprietors:

Full Legal Name:	<i>First, middle, last</i>
Birthdate:	<i>(MM/DD/YYYY)</i>
APP ID #:	
Mailing Address:	<i>Street/Box #, City/Town, Province, Postal Code, Location of Residency (Section- Township- Range- Street)</i>
Phone Number:	<i>Primary # & Alternate #</i>
Authorized Person(s):	<i>First, middle, last</i>
Commodity Sales:	<i>Name used when selling commodities or used on sales tickets</i>
Business Number (required):	

b) Corporations, Cooperatives, or Partnerships:

Legal Name:	
APP ID #:	
Business Number (required):	
Mailing Address:	<i>Street/Box #, City/Town, Province, Postal Code, Location of Residency (Section- Township- Range- Street)</i>
Authorized Person(s):	<i>Full Legal Name of person(s) authorized to exchange account information</i>
Commodity Sales:	<i>Legal Name or business name used on sale tickets</i>

Please check the statement that applies to you:

I am not required by the *Income Tax Act* to report revenue from other farming operations or other corporations conducting farm business other than the one named in this application because I am applying as an individual producer.

Please find enclosed in this application a list of all other farming operations and corporations conducting farm business in which I have an interest, itemized with my percentage of share for each.

1.2 Declaration of Bankruptcy

Mandatory for all applicants

Check either Agree or Disagree to the following:

Agree

Disagree

I/We are declaring that I/We have not recently filed a notice of intention to make a proposal OR made a proposal under the Bankruptcy and Insolvency Act, are subject to a receiving order under that Act, are bankrupt or are seeking protection under any other insolvency or bankruptcy related statute such as the Companies' Creditors Arrangement Act, or the Farm Debt Mediation Act.

1.3 Related Producers

Mandatory for all applicants

Definitions:

Related Producers: Producers are presumed to be related if they meet one or more of the following criteria:

- The producer is a spouse or common-law partner of the other producer;
- The producer owns 25% or more of the other producers' voting shares;
- The producer owns 25% or more of a corporations' voting shares that directly or indirectly own 25% or more of the voting shares of the other producer;
- Either of the producers receive 25% or more of the profits or revenue from the other; and
- Any other scenario as outlined in the Regulations.

Common-law Partnership: Partnership of two people who have cohabitated in a conjugal relationship for over one year.

Producers who reply YES to the next question are required to complete either the *Related Producers* section or the *Refutation of Relatedness* section if they wish to contest their relation.

1. Has a related producer, in the past, been found ineligible for an advance as a result of a default under Advance Payments Program (APP), Spring Credit Advance Program (SCAP), or Enhanced Spring Credit Advance Program (ESCAP)?

YES NO

Related Producers:

Please provide a list of all related producers who have received an advance for this year or past program years.

Please include advances from FarmCash or any other APP Administrators.

<i>Full Legal Name of Related Producer who received an Advance</i>		
<i>Full Address</i>	<i>Phone number</i>	<i>Birthdate (MM/DD/YYYY)</i>
<i>Name of Administrator that issued Advance</i>		
<i>APP ID#</i>	<i>Program year</i>	<i>Relationship to Applicant</i>
<i>Full Legal Name of Related Producer who received an Advance</i>		
<i>Full Address</i>	<i>Phone number</i>	<i>Birthdate (MM/DD/YYYY)</i>
<i>Name of Administrator that issued Advance</i>		
<i>APP ID#</i>	<i>Program year</i>	<i>Relationship to Applicant</i>
<i>Full Legal Name of Related Producer who received an Advance</i>		
<i>Full Address</i>	<i>Phone number</i>	<i>Birthdate (MM/DD/YYYY)</i>
<i>Name of Administrator that issued Advance</i>		
<i>APP ID#</i>	<i>Program year</i>	<i>Relationship to Applicant</i>
<i>Full Legal Name of Related Producer who received an Advance</i>		
<i>Full Address</i>	<i>Phone number</i>	<i>Birthdate (MM/DD/YYYY)</i>
<i>Name of Administrator that issued Advance</i>		
<i>APP ID#</i>	<i>Program year</i>	<i>Relationship to Applicant</i>

Refutation of Relatedness:

Please check either AGREE or DISAGREE to all statements below for every related producer you have identified and attach a separate sheet, if additional space is required. Answering **AGREE** to these statements will help establish that you are not Related Producers for the purposes of this application, although additional documentation to support this claim may be required (financial statements, leases, receipts, articles of incorporation, etc...). Conversely, selecting **DISAGREE** to any of the statements confirms that you are Related Producers.

1. Name of the related individual producer who has received an advance _____
 - The related producer and I file separate tax returns, and/or have separate financial statements. **Agree** **Disagree**
 - The related producer and I are not employees or acting agents of the other. **Agree** **Disagree**
 - 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). **Agree** **Disagree**

2. Name of the related individual producer who has received an advance _____
 - The related producer and I file separate tax returns, and/or have separate financial statements. **Agree** **Disagree**
 - The related producer and I are not employees or acting agents of the other. **Agree** **Disagree**
 - 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). **Agree** **Disagree**

3. Name of the related individual producer who has received an advance _____
 - The related producer and I file separate tax returns, and/or have separate financial statements. **Agree** **Disagree**
 - The related producer and I are not employees or acting agents of the other. **Agree** **Disagree**
 - 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). **Agree** **Disagree**

Part 2 – Calculating Your FarmCash Advance

2.1 Post-Harvest/Fall Advance: Commodity Selection & FarmCash Advance Calculation

Mandatory for all applicants

Complete this page based on the commodities you are applying for under the Fall FarmCash Advance. FarmCash offers numerous commodities and applicants can apply for as many as they see fit. Our commodity selection is separated into three categories:

1. Grains, oilseeds, and pulses
2. Honey
3. Livestock

Calculate your advance based on your commodity selection and the applicable fixed rates by filling out the applicable table(s) below:

Note: For grains, oilseeds, and pulses, ensure your quantity is applied in the proper metric as indicated on the Advances Rate sheet. There is a conversion chart available on the Advanced Rates page if needed.

1. Post-Harvest/Fall Advance: Grains, oilseeds and pulses

List only those commodities for which you are applying for an advance.

Commodity	Year Crop Harvested	Stored QTY against which advance is Requested (state MT or lbs or bu)		FarmCash Advance Rate		\$ Amount	
			x		=		
			x		=		
			x		=		
			x		=		
			x		=		
			x		=		
			x		=		
TOTAL GRAINS, OILSEEDS, & PULSE COMMODITIES						\$	
Grains, oilseeds, and pulses requested by applicant:						A \$	

2. Post-Harvest/Fall Advance: Actual Honey

Commodity	Actual Production QTY (lbs)		FarmCash Advanced Rate		\$ Amount	
HONEY		x		=		
Actual honey advance requested by applicant:					B \$	

3. Post-Harvest/Fall Advance: Livestock

List only those commodities for which you are applying for an advance.

Select and Complete Option (A) AgriStability or (B)WLPiP:

A) AgriStability – Applicant must provide Enrolment/Fee Notice of current year and Proof of Inventory from previous two years.

Livestock Type (Example: Cattle, Calf-Feeder 400-700lbs)	Number of head to be advanced on	FarmCash Advance rate/head	\$ Amount
		x	=
		x	=
		x	=
		x	=
		x	=
		x	=
		x	=
TOTAL LIVESTOCK COMMODITIES:			\$
Livestock Advance Requested by Applicant:			C \$

B) Western Livestock Price Insurance (WLPiP)

For livestock producers applying through WLPiP, please call our office at 1-855-376-2274 for further application information.

Total Eligible Advance = A + B + C =

Land location of Agriculture Commodities:

Grains, oilseeds and pulses (storage)	Section-Township-Range
Actual Honey (storage)	Section-Township-Range
Livestock (pasture or feedlot location)	Section-Township-Range

Select one of the following:

Issue maximum eligible funds

Issue funds only in the amount of:

I declare that the above information from Section 1.1 up to and including Section 2.1 is true and accurate at the time of completion and agree to repay the Administrator any difference where applicable.

2.2 Direct Deposit or Mailed Cheque

Mandatory for all applicants

Once approved for your FarmCash Advance, would you like Alberta Wheat Commission (AWC) to issue your loan via direct deposit, OR by mailing a cheque to your provided name and mailing address?

Note: if this section is not complete, AWC will mail a cheque to the address in the Applicant Information section.

Please select one of the following two options:

1. Direct Deposit: fill out the required information in either option (A) or (B).

A) Banking Information:

Bank Name:

Address:

Transit #:

Account #:

(B) Attach a void cheque.

2. Mail a cheque: Fill out the required information in either option (A) or (B).

A) Same as address provided in the Applicant Information section.

B) Mail a cheque to the following address (different from address provided in Applicant Information Section):

Address

City, Province

Postal Code

Part 3 – Producer Declaration & Other Required Documents – *Print & Manual Submission*

Signatures Required

3.1 Additional Producer Information

Mandatory for all applicants

Upon completion of Part 1 and 2, please answer the following questions and declare the given information.

If question is not applicable, please indicate with “N/A”:

1. State previous years’ outstanding APP advances from any other administrators:

2. State 2018/2019 APP advances issued from other administrators:

3. State outstanding defaulted advances with any other APP administrator:

4. List any payments taken within the last 30 days by grain companies or direct payment by Producer:

<i>Grain Company or direct farmer payment</i>	<i>Amount</i>
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5. List any outstanding claims not yet processed by crop insurance that would affect the stored commodities on this Post-Harvest/Fall-Advance:

<i>Contract #</i>	<i>Amount</i>
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I declare that the above information is true and accurate at the time of completion and agree to repay the Administrator any difference where applicable.

<i>Name of Producer (Print)</i>	<i>APP ID #</i>
<i>Signature</i>	<i>Date</i>

The information on this form is collected under the authority of section 10 of the Agriculture Marketing Programs Act. Any personal information provided by the Administrator to Agriculture and Agri-Food Canada (AAFC) will be used to administer the APP in accordance with the Privacy Act. The information may also be used for statistical or evaluation purposes. Individuals have the right to request access and correction to 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-vieprivee.AAC@AGR.GC.CA and reference AAFC’s personal information bank Agricultural Marketing Programs Act: Advance Payments Program, PPU 140. (2018)

3.2 Producer Declaration

Mandatory for all applicants

Under the Agriculture Marketing Programs Act (AMPA), the Spring Credit Advance Program (SCAP), Enhanced Spring Credit Advance Program (ESCAP), Advance Payments Program (APP) and the New Advance Payments Program (NAPP), 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.

Producer's full legal name(s): must match name provided on page 7

List Producer(s) as well as all related Producers to this application. Complete all the required information including middle name in Full Legal Name.

<i>Full Legal Name of Individual, as per Government issued ID (First name, Middle names, Surname)</i>		<i>Mailing Address</i>	
<i>Date of Birth</i>	<i>Phone #</i>	<i>% Interest in Operation</i>	<i>Advance Payment Program (APP ID #)</i>

<i>Full Legal Name of Individual, as per Government issued ID (First name, Middle names, Surname)</i>		<i>Mailing Address</i>	
<i>Date of Birth</i>	<i>Phone #</i>	<i>% Interest in Operation</i>	<i>Advance Payment Program (APP ID #)</i>

<i>Full Legal Name of Individual, as per Government issued ID (First name, Middle names, Surname)</i>		<i>Mailing Address</i>	
<i>Date of Birth</i>	<i>Phone #</i>	<i>% Interest in Operation</i>	<i>Advance Payment Program (APP ID #)</i>

I certify the above to be true and correct. I agree to report any future changes in the producer's structure.
I am aware that to make a false statement is a criminal offence.

Signature:

Date:

The information on this form is collected under the authority of section 10 of the Agriculture Marketing Programs Act. Any personal information provided by the Administrator to Agriculture and Agri-Food Canada (AAFC) will be used to administer the APP in accordance with the Privacy Act. The information may also be used for statistical or evaluation purposes. Individuals have the right to request access and correction to 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-vieprivee.AAC@AGR.GC.CA and reference AAFC's personal information bank Agricultural Marketing Programs Act: Advance Payments Program, PPU 140. (2018)

3.3 Terms and Conditions of the Repayment Agreement

Mandatory for all applicants

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 "Administrator" means Alberta Wheat Commission.
- 1.3 "Advance" means an Eligible Advance based on expected or actual production, as applicable, of an eligible Agricultural Product.
- 1.4 "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.
- 1.5 "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 1.12.
- 1.6 "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.
- 1.7 "Advance on Livestock" means an eligible Advance based on inventory of an eligible livestock.
- 1.8 "Advance Rate on Agricultural Product in Production" means the rate of issuance applicable to Advances issued prior to September 1, 2018.
- 1.9 "Advance Rate on Agricultural Product in Post-Production" means the rate of issuance applicable to Advances issued on or after September 1, 2018 but before March 31, 2019.
- 1.10 "Advance Rate on Livestock" means the rate of issuance applicable to Advances issued prior to March 31, 2019.
- 1.11 "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.
- 1.12 "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.
- 1.13 "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.
- 1.14 "AMPA" or "Act" means Agricultural Marketing Programs Act.
- 1.15 "APP" means the Advance Payments Program, under the Act.
- 1.16 "Application for an Advance Worksheet" means the template used to calculate the Eligible Advance for the purposes of the APP.
- 1.17 "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.
- 1.18 "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.
- 1.19 "ESCAP" means the Enhanced Spring Credit Advance Program.
- 1.20 "Eligible Advance" means the Advance the Producer is entitled to as calculated in the Application for an Advance Worksheet.
- 1.21 "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.
- 1.22 "Her Majesty" means Her Majesty the Queen in Right of Canada.
- 1.23 "Livestock" means cattle, hogs, bison, sheep, lambs and goats.
- 1.24 "Minister" means the Minister of Agriculture and Agri-Food Canada or any person authorized to act on his or her behalf.
- 1.25 "WLPPI" means the Western Livestock Price Insurance Program.



- 1.26 “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 or solidarily liable, 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 or solidarily liable, 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 or solidarily liable, as the case may be, to the Administrator for the Producer’s liability.
- 1.27 “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
- 1.28 “Production Period” is the period that for winter cereal advances commences October 1, 2017 and terminates September 30, 2019; for advances on all other field crops and honey commences April 1, 2018 and terminates September 30, 2019; and for advances on cattle, commences on April 1, 2018 and terminates on March 31, 2020.
- 1.29 “Program Year” means 2018 and is used to manage limits as per the Act.
- 1.30 “Proof of Sale” means documentation confirming the sale of agricultural product that is provided, or verified, by a third party.
- 1.31 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.
- 1.32 “Post-Production Report” means the report wherein the Producer specifies the amount of Agricultural Product held in storage.
- 1.33 “Repayment Agreement” means the completed Program Application, including these Terms and Conditions signed by the Producer and an authorized representative of the Administrator.
- 1.34 “SCAP” means the Spring Credit Advance Program.
- 1.35 “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.
- 1.36 “Terms & Conditions” means the content of the Terms and Conditions of this Application and Repayment Agreement

2.0 Issuance of the Advance

2.1 Issuance of the Advance - Field Crops & Honey

- 2.1.1 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 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.
- 2.1.2 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.
- 2.1.3 Any Advance on all eligible Agricultural Product or any installment on such an Advance shall be issued as per the dates specified in Subsection 1.8 of these terms and Conditions.
- 2.1.4 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.
- 2.1.5 Any Advance on all eligible Livestock, standard, or any instalment on such an Advance shall be issued as per the date specified in Subsections 1.10 of these Terms and Conditions, as applicable.
- 2.1.6 By July 31, 2018, 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.
- 2.1.7 Based on the information contained in the documents required in Subsection 2.1.2, 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 2.1.1, and any other Advance under the APP from any Administrator.
- 2.1.8 In cases where the Producer did not receive an Advance as stipulated under Subsection 2.1.1 of these Terms and Conditions and compliant to Subsection 2.1.6 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
- 2.1.9 Should the Eligible Advance as calculated in 2.1.7 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.
- 2.1.10 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 or will be declared in Default.
- 2.1.11 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, 2018, otherwise be declared in Default.
- 2.1.12 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.
- 2.1.13 Any Advance on all eligible Agricultural Products or any installment on such Advance shall be issued as per the dates specified in Subsections 1.8, 1.9 and 1.28 inclusive, as applicable.

2.2 Issuance of the Advance – Livestock

- 2.2.1 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.
- 2.2.2 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.
- 2.2.3 Any Advance on all eligible livestock or any installment on such an Advance shall be issued as per the date specified in subsection 1.10 and 1.28 of these Terms and Conditions.

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 sixty (60) calendar days of delivery to the buyer but no later than the end of the applicable Production Period. 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:
- 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.
 - 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.
 - 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 or within sixty (60) calendar days of delivery to the buyer, whichever is earlier, 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;
 - 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 an Agricultural Product in respect of which the Livestock advance is made is sold or disposed of, the Producer is required to provide proof of sale or disposal documentation no later than the end of the applicable Production Period.
- 3.2.3 The Producer is required to provide proof of sale documentation no later than the end of the Production Period; however, proof of sale documentation is not required for field crops and honey repayments made from the beginning of the Production Period to January 31, 2019.

3.2.4 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:

- a) 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
- b) 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 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:

- a) 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 plus 1% (an interest penalty at the rate of TD Prime plus 1%), 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.
- b) 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.
- c) 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.
- d) 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. 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) 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 twenty (20) calendar days of the reseeding deadline, failing this the producer will be declared in Default.
- 4.4 The Producer agrees to provide continuous WLPIP coverage at two (2) times the value of the APP Advance. The Producer agrees to notify the Administrator of their intention to renew their WLPIP contract ten (10) calendar days prior to the expiration of the WLPIP contract used to secure this APP Advance. If the Producer does not renew their WLPIP 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 WLPIP security value, or provide to the Administrator an alternative Eligible Form of Security within thirty (30) calendar days of the expiration date of the WLPIP contract used to secure the APP Advance after which the Administrator will place the producer in default as described in Clause 5 of this Agreement.

5.0 Default

- 5.1 The Producer is in default if the Producer:
- 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.
 - 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
 - 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:
- Has not met any of the obligations under the Repayment Agreement within twenty-one (21) 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;
 - At any time breaches irremediably, any substantial obligation under the Repayment Agreement; or
 - 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:
- The amount of the advance outstanding;
 - 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
 - Costs incurred by the Administrator to recover the outstanding amount, including legal costs approved by the Minister.
- 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.
- Where applicable, the Producer agrees that if the Producer resides 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 Agreement shall be extended from the date the Administrator knew, or in the circumstances, ought to have known, of the claim. Where possible per the provincial legislation, the applicant further agrees that the extended limitation period should be of six years.
 - If the Producer defaults during the current APP Program Year and subsequently repays the defaulted amount, in full, during the current APP Program Year, they will not be eligible to receive additional advance funds during the remainder of the current APP Program Year. An ineligibility period of 12 months will be applied once a first-time default for the Producer has occurred and his default has not been repaid, in full, prior to the beginning of a new APP Production Period/Program Year. If the Producer has defaulted two times in the last five Production Periods/Program Years, they will not be eligible for any new advance for 12 months from the date all defaulted advances are paid in full. If the Producer has defaulted three times in the last 10 Production Periods/Program Years, they will not be eligible for any new advance for 12 months from the date all defaulted advances are paid in full.
 - 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.
 - 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.
 - For the purpose of this repayment Agreement, an ineligibility period of 12 months may be applied against the Producer by the Administrator once the Producer has repaid his default in full.

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:
- 0% on the amount of the advance designated as interest free;
 - TD Prime rate on the amount of the advance designated as interest bearing, calculated daily ;
 - Zero (0%) percent on the amount under \$100,000; and
 - TD prime rate on the amount over \$100,000.
- 6.2 If the Producer is declared in Default, the interest payable by the Producer will be:
- 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
 - 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 3.3.1a, 3.2.a) of this agreement without proof of sale of the product, the interest payable by the producer will be Prime + 1% on the amount in excess of the limit from the date the advance was issued to the day the repayment was made.
- TD Prime rate plus 1% 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
 - TD Prime rate plus 1% on repayments submitted outside the proof of sale deadlines detailed in paragraph 3.1.1
 - and 3.2.3 calculated daily

7.1 General Provisions

- 7.1 The Production Period for Agricultural Products commences on October 1, 2017 and terminates on September 30, 2019 for winter cereals; commences on April 1, 2018 and terminates on September 30, 2019 for all other field crops, honey; and commences on April 1, 2018 and terminates March 31, 2020 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 the application or in the Producer being declared in Default if the Advance has been issued.
- 7.4 The advance referred to in Sections 1.5, 1.6 and 1.7 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, and the Producer must notify the Administrator 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 neuter 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



- 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.

3.4 Declaration of Producer & Repayment Agreement

Mandatory for all applicants

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 \$100,000 in advances taken by each Producer under the program.

- 1) I am applying as an individual or, on behalf of the Partnership/Corporation/Cooperative for which I represent, and have authority to make an application for an Advance payment pursuant to the Advance Payments Program (APP).
- 2) I am, or at least one of the Partners/Shareholders/Members/Guarantors/Beneficiaries is of the age of majority, and I/the majority of the Members/Partners/Shareholders am/are a Canadian Citizen or a permanent resident and will provide proof of those.
- 3) I am, or at least one of the Partners/Shareholders/Members/Guarantors/Beneficiaries is the Producer of the Agricultural Product for which this application is made, or I am, or one of the Partners/Shareholders/Members/Guarantors/Beneficiaries, as the case may be, is entitled to the Agricultural Product as Landlord, Vendor, Mortgagee or Hypothecary Creditor.
- 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 my name or the name of the Partnership/Corporation/Cooperative for which I represent. I am/we are the owner(s) of and am/are responsible for marketing the Agricultural Products pledged in this Application.
- 5) I am not required by the Income Tax Act to report income from other farming operations or other corporations carrying on a farm business, other than the one named in this Application and Repayment Agreement, otherwise I have listed on the Applicant's Declaration all other farming operations and corporations carrying on farm operations in which I have an interest.
- 6) For the purposes of applying as a Partnership/Corporation/Cooperative, all Partners/Shareholders/Members who have an interest in the entity are listed in this Application on the Joint & Several Liability Form.
- 7) Neither I, nor any of the farming operations listed on the Producer's Declaration Form, the Partnership/Corporation/Cooperative or any of the Partners/Shareholders/Members listed in this Application, 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), New Advance Payments Program (NAPP), Advance Payments Program (APP) or the Agricultural Marketing Programs Act (AMPA).
- 8) I am, or the Partnership/Corporation/Cooperative that I represent, is not ineligible under an Advance guarantee agreement made pursuant to AMPA/SCAP/ESCAP.
- 9) I, or the Partnership/Corporation/Cooperative that I represent, as the case may be, am requesting an Advance on a Storable Agricultural Product or a Non-Storable Agricultural Product (including livestock), and have made an application for production insurance and/or am participating in the AgriStability program as outlined in this Application and Repayment Agreement.
- 10) I, or the Partnership/Corporation/Cooperative that I represent, and who is/are requesting an Advance on a Storable Agricultural Product in Post Production, have sufficient Agricultural Product in storage to justify the amount advanced in this Application and Repayment Agreement.
- 11) Except in the case of Emergency Advances for "severe economic hardship", I declare having submitted the duly completed priority agreements required for every secured creditor that has an assignment on the proceeds of crop insurance and/or AgriStability used to secure the Advance, as applicable, and/or holds a lien or encumbrance on the Agricultural Products listed in this Application and Repayment Agreement.
- 12) The only Secured Parties or entities entitled to security by advancing agricultural inputs on the Agricultural Products are those stated on this Application.
- 13) I agree that a credit check and an inspection of the Agricultural Products may be performed at any time while an Application is pending or the Advance is outstanding.
- 14) I acknowledge that, in the event of a Default, I may, or the Partnership/Corporation/Cooperative 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.
- 15) I, or the Partners/Shareholders/Members/Guarantors/Beneficiaries declare that this Application is consistent with the purpose of the APP.
- 16) I, or the Partners/Shareholders/Members /Guarantors/Beneficiaries certify that all of the information provided in this Application is true and correct in every respect.
- 17) I, or the Partners/Shareholders/Members/Guarantors/Beneficiaries understand that failing to comply with Application requirements may delay the processing of the Application or may render me or the Partnership/Corporation/Cooperative that I represent, ineligible for receiving an Advance under the Program.
- 18) I/We agree, that if 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.



- 19) I, or the Partners/Shareholders/Members authorize Alberta Wheat Commission and AAFC to collect the information contained in, with, or pursuant to this Application and Repayment Agreement. 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. The personal information provided will be protected under the federal Privacy Act and the provisions of the federal Access to Information Act. The personal information retained by AAFC will be held in Personal Information Bank PPU140. All non-federal government organizations are obligated to protect personal information in accordance with the Personal Information and Electronic Documents Act (PIPEDA) or under legislation applicable within their jurisdiction. You may access your personal information held by AAFC by making a formal request under the Privacy Act in writing or by completing a Personal Information Request Form which is available through Info Source or at Web Site http://www.tbs-sct.gc.ca/tbsf-fsct/350-58_e.asp. Your request should be mailed to: Agriculture and Agri-Food Canada, Coordinator, Access to Information and Privacy, Room 227, Tower 5, 4th Floor 1341 Baseline Road, Ottawa, Ontario, K1A 0C5 Tel. 613-773-1386 Fax. 613-773-1380
- 20) I authorize Alberta Wheat Commission and AAFC to convey the information contained in this Application and Repayment Agreement, as well as associated documentation, both personal and otherwise, to the Federal and Provincial Governments and their agencies; and the Lender (TD) for the purposes of verifying APP entitlements, verification, assignment and realization of security.
- 21) I authorize Alberta Wheat Commission 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.
- 22) I consent to the right of the Minister of AAFC to contact me/us for purposes of evaluating AMPA.
- 23) If I am a current or former public office holder, public servant or Member of the House of Commons, I am 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.
- 24) I acknowledge that, in cases where the applicant is declared in Default and the Minister makes payment under the guarantee, the Minister is, subrogated to the Administrator's Rights against the applicant in Default and against persons who may be personally liable under this Repayment Agreement.
- 25) I acknowledge that, in cases where the applicant is declared in Default and the Minister makes payment under the guarantee, the Minister is, subrogated to the Administrator's Rights against the applicant in Default and against persons who may be personally liable under this Repayment Agreement.
- 26) In the event that funding levels to the Department of Agriculture and Agri-Food Canada are changed by Parliament due to extraordinary 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.
- 27) That in order to determine my/our financial situation, I/we authorize Alberta Wheat Commission 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 may be given to my/our supplier or financial institutions to whom I/we do business with. If I/we have given Alberta Wheat Commission my/our personal information, Alberta Wheat Commission 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 Wheat Commission at their discretion and waive our rights under the PIPED Act.
- 28) I acknowledge that the Alberta Wheat Commission, on behalf of the federal government, may register an assignment with the provincial production insurance agency without further notice, giving the Alberta Wheat Commission Advance priority on any production insurance payouts up to the amount owing on the Advance, plus any interest.
- 29) I acknowledge that the Alberta Wheat Commission, or the Federal Government, may register an assignment on BRM Program payments giving the Alberta Wheat Commission priority on any BRM Program payments up to the amount owing on the Advance, plus any interest
- 30) I can confirm that there have been no changes to the Producer's structure since the previous filing of the Applicant's Declaration, if applicable



- 31) I agree to maintain and to keep the Agricultural Products in marketable quality and adequately stored. If the stored Agricultural Products become unmarketable, I agree to notify Alberta Wheat Commission and repay the Advance within thirty (30) calendar days. In the case of Non-Storable Agricultural Products, I agree to maintain them in marketable form until disposed of.
- 32) I declare that I, or the Partners/Shareholders/Members/Guarantors/Beneficiaries, 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; I/we are not subject to a receiving order under that Act; I/we are not bankrupt or seeking protection under any other insolvency or bankruptcy related statutes such as the Companies' Creditors Arrangement Act and the Farm Debt Mediation Act.
- 33) I authorize Alberta Wheat Commission 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 purpose of verifying benefits under the APP.
- 34) That Alberta Wheat Commission, on behalf of Agriculture and Agri-Food Canada, may deposit a copy of this Application with the applicant's provincial production insurance agency and effective upon such deposit, the applicant will be deemed to have transferred and assigned to Alberta Wheat Commission all of the applicant's indemnities otherwise payable to the applicant under the applicant'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 Wheat Commission.
- 35) I, the Producer, declare that if I suffer a loss prior to the reseeding deadlines in the province in which I operate, I agree to reseed in order to ensure that I continue to qualify for a full production insurance indemnity should additional losses be suffered; otherwise, I will repay any unsecured amount of the Advance within twenty (20) calendar days of the reseeding deadline. Failing to do this, the Producer will be declared in Default.
- 36) I acknowledge that if I am using Agristability as security on my Advance, that I will report any changes to my reference margin or program coverage to Alberta Wheat Commission immediately.
- 37) Authorization to Collect and Disclose Information - Provincial Crop Insurance/AgriStability/Global Ag Risk Solutions /Western Livestock Price Insurance Program may disclose my information, including personal information within the meaning of The Freedom of Information and Protection of Privacy Act, to Alberta Wheat Commission 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 WLPIP information, and income and expenses related to my business or farming operation.
 - a) Provincial Crop Insurance/AgriStability/Global Ag Risk Solutions /Western Livestock Price Insurance Program may collect my information, including personal information within the meaning of The Freedom of Information and Protection of Privacy Act, from Alberta Wheat Commission and AAFC for the purpose of AAFC's Advance Payments Program.
 - b) AAFC and Alberta Wheat Commission 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 Wheat Commission.
 - c) I acknowledge that Provincial Crop Insurance/AgriStability/Global Ag Risk Solutions/Western Livestock Price Insurance Program may also collect and disclose corporate information for these purposes.

3.5 Attestation of Producer & Repayment Agreements

Mandatory for all applicants

This 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 contract, if commenced by the Producer, must be commenced in the Province of Alberta.

NOTE: Providing false or misleading information will result in an automatic default, with the loss of all benefits related to the FarmCash program.

I have read the Terms and Conditions of the Repayment Agreement (Pages 15–22) and the Declaration of Producer Repayment Agreement (Pages 23-25) which are attached to and form part of this application. I agree to comply with such Terms and Conditions and program rules including repaying the advance plus interest and costs. I agree that the application, instructions, guarantee, priority agreement and all relevant attachments form part of this contract. I declare the information provided is true and accurate at the time of completion and agree to repay the administrator any difference, where applicable, as stated in this application. I agree to comply with all of the Terms and Conditions included in this APP Application and Repayment Agreement.

For Sole Proprietor and Personnel having signing authority with a corporation or cooperative:

<i>Signature of Producer</i>	<i>Signature of Witness (must not be a relative)</i>	<i>Date</i>
<i>Name of Producer (please print)</i>	<i>Name of Witness (please print)</i>	<i>Date</i>

For applications pertaining to Partnerships: All Partners/Trustees/Members/Beneficiaries must sign if they have reached the age of majority:

<i>Signature of Producer</i>	<i>Signature of Witness (must not be a relative)</i>	<i>Date</i>
<i>Name of Producer (please print)</i>	<i>Name of Witness (please print)</i>	<i>Date</i>

<i>Signature of Producer</i>	<i>Signature of Witness (must not be a relative)</i>	<i>Date</i>
<i>Name of Producer (please print)</i>	<i>Name of Witness (please print)</i>	<i>Date</i>

<i>Signature of Producer</i>	<i>Signature of Witness (must not be a relative)</i>	<i>Date</i>
<i>Name of Producer (please print)</i>	<i>Name of Witness (please print)</i>	<i>Date</i>

<i>Signature of Producer</i>	<i>Signature of Witness (must not be a relative)</i>	<i>Date</i>
<i>Name of Producer (please print)</i>	<i>Name of Witness (please print)</i>	<i>Date</i>

Grain Company Information: (this information required only if grain company is filling out this form for applicant)

<i>Grain Co. Name</i>		<i>Station</i>	
<i>Mailing Address (Street/Box #)</i>		<i>Email Address</i>	
<i>City/Town</i>	<i>Province</i>	<i>Postal Code</i>	<i>Telephone</i>

For Office Use Only:

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.

<i>Signature of Administrator</i>	<i>Date (YYYY-MM-DD)</i>
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The information on this form is collected under the authority of section 10 of the *Agriculture Marketing Programs Act*. Any personal information provided by the Administrator to Agriculture and Agri-Food Canada (AAFC) will be used to administer the APP in accordance with the *Privacy Act*. The information may also be used for statistical or evaluation purposes. Individuals have the right to request access and correction to 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-vieprivee.AAC@AGR.GC.CA and reference AAFC's personal information bank *Agricultural Marketing Programs Act: Advance Payments Program, PPU 140. (2018)*

3.6 Priority Agreement with a Secured Creditor

Mandatory for all applicants

Every producer must have this priority agreement filled out by their agricultural creditor(s). If multiple secured creditors, a separate agreement must be completed for each secured creditor that has, or could have a security interest or lien on the commodities 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 commodities for the amount advanced up to six months prior to seeding.

Definitions: “Business Risk Management Program” (BRM) means any program listed in the schedule of the Agricultural Marketing Programs Act that can be used to secure an advance.

APPLICANT INFORMATION		
<i>Producer Name (must match name on page 7)</i>		<i>APP ID #</i>
LENDING INSTITUTION INFORMATION		
<i>Name of Bank or Lending Institution or Secured Party (herein referred to as the "Creditor")</i>		
<i>Phone #</i>	<i>Fax #</i>	<i>Transit #</i>
<i>Street/Box</i>		
<i>Town/City</i>	<i>Province</i>	<i>Postal Code</i>

Part 1: The creditor must either check Option A or B

A: Select if the Creditor **HAS** 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 APP by Alberta Wheat Commission (herein called 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 made, or the Business Risk Management (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 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 payment up to the lesser of the principal amount of \$400,000 or the amount actually advanced, plus interest and costs, as set out in the Repayment Agreement entered into between the Producer and Administrator. Any BRM Program proceeds payable to the Producer from the date this agreement is signed until full payment of the above-mentioned amounts shall be sent to the Administrator. Notwithstanding the priorities set out in this agreement, 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 of them. 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.

To be completed by the financial institution regardless of security or lien:

The Creditor **HAS** or **HAS NOT** (circle 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 Creditor and be remitted to the Creditor forthwith by the Producer and shall be applied in total or in part by the Creditor to reduce the Producer's indebtedness to the Creditor; or

To the Producer.

B: Select 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 under APP by Alberta Wheat Commission (herein called 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 or to the BRM Program payment(s) related to the Agricultural Product 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.

If neither of the above options are selected, the parties are deemed to have agreed that the advance payment is to be made jointly in accordance with option 1-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.

Part 2: To be signed by all creditors regardless of security interest or lien.

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

<i>Name of Creditor</i>	<i>Name & Title of Authorized Officer of Creditor</i>
<i>Signature of Authorized Officer of Creditor</i>	<i>Date (YYY-MM-DD)</i>

The information on this form is collected under the authority of section 10 of the Agriculture Marketing Programs Act. Any personal information provided by the Administrator to Agriculture and Agri-Food Canada (AAFC) will be used to administer the APP in accordance with the Privacy Act. The information may also be used for statistical or evaluation purposes. Individuals have the right to request access and correction to 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-viepriveeAAC@AGR.GC.CA and reference AAFC's personal information bank Agricultural Marketing Programs Act Advance Payments Program PPU 140 (2018).

3.7 Priority Agreement for Agriculture Inputs Supplier

Mandatory for all grain, oilseeds, and pulses applicants

A separate Priority Agreement must be completed for each agricultural input supplier that HAS, or COULD HAVE a security interest in or lien on the Agricultural Product(s) for which the advance is to be made.

If more than one form is required, make additional copies. Agricultural inputs suppliers 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.

Producer's Information:

<i>Name (Must match name on page 7)</i>	<i>APP ID #</i>
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Agricultural Inputs Supplier Information:

<i>Name of Agricultural Inputs Supplier herein referred to as the "Agricultural Inputs Supplier"</i>		
<i>Station Name</i>	<i>Telephone #</i>	
<i>Street/Box</i>		
<i>Town/City</i>	<i>Province</i>	<i>Postal Code</i>

Part 1 - The Agricultural Inputs Supplier must check either Option A or B:

A: If the Agricultural Inputs Supplier HAS or COULD HAVE a lien.

The Agricultural Inputs Supplier does hereby consent that in consideration of an advance being issued by Alberta Wheat Commission (herein called the "Administrator") to the Producer, the Agricultural Inputs Supplier agrees to postpone its security interest to the Administrator's security interest so that the security interest in the Producer's Agricultural Product(s), as defined in this application, or any BRM Program payments now held or to be held by the Administrator, shall rank prior to any security interest (or right to have) held by the Agricultural Inputs Supplier, whether such security was pursuant to the Personal Property Security legislation in force or by operation of any other law or agreement to the extent of securing repayment to the Administrator of the advance payment up to the lesser of the principal amount of \$400,000 or the amount actually advanced, plus interest and costs on that amount. For the purposes of giving effect to this Priority Agreement, the Agricultural Inputs Supplier shall execute and deliver to the Administrator any documents the Administrator may reasonably request to give effect to this postponement.

B: If the Agricultural Inputs Supplier has NO lien.

The Agricultural Inputs Supplier does hereby confirm that in consideration of an advance being issued by Alberta Wheat Commission, (herein called the "Administrator"), the Agricultural Inputs Supplier does not have any lien or security interest pursuant to any other law of Canada or of the provinces, related to the Agricultural Product(s) or to the BRM Program payment(s) for the above-named Producer.

PART 2 – The Agricultural Inputs Supplier must fill in regardless of security interest or lien.

The Agricultural Inputs Supplier **HAS** or **HAS NOT** (circle one) taken an assignment on contract number _____ of the Producer's Production (Agricultural) Insurance payments or BRM Program payments.

PART 3 – Producer History

The Producer has been dealing with your company for _____ years. If new Producer _____ months.
The Producer is in good standing (please circle one) **YES** or **NO**

PART 4 – To be signed by the Agricultural Inputs Supplier regardless of security interest or lien.

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 and seals:

Dated at _____ the ____ day of _____, 20_____.

<i>Name of Authorized Officer of Agricultural Inputs Supplier (Please Print)</i>	<i>Position</i>
<i>Signature of Authorized Officer of Agricultural Inputs Supplier</i>	<i>Date (YYYY – MM- DD)</i>

If the Agricultural Inputs Supplier DOES NOT hold a lien or security interest but the financial institution backing the agricultural supplier does, please follow these steps:

1. Agricultural Supplier fills in Parts 2, 3, and 4 of the below priority agreements.
2. Financial institution is to copy the financial priority agreement on the previous page and fill in Part 1-A or Part 1-B, and Part 2.

3.7 Assignment of Indemnity

(A) AFSC – Applicants using AFSC crop insurance must complete



Assignment of Indemnity Form for Insurance (Excluding Western Livestock Price Insurance Program - WLPPI)

Identification Number			Year
8 7 0 _____			_____

Client Information
Business Name _____
Business Address _____
Contact Person (Must be a Client, or Shareholder of the company) _____

Instructions for Completing Assignments of Indemnity
<ol style="list-style-type: none"> 1. Ensure all information is recorded clearly and accurately. Accuracy in completing the assignment will ensure that it is registered to the correct business. 2. A \$45 nonrefundable registration fee for each assignment is required. Make cheques or drafts payable to Agriculture Financial Services Corporation. <div style="margin-left: 20px;">Note: Due to previous collection agreements, grain companies will not be required to pay the administration fee.</div> 3. Mail the completed form with payment to: <div style="margin-left: 20px;">Agriculture Financial Services Corporation Finance 5718 56 Avenue Lacombe, Alberta T4L 1B1</div> 4. When completed documents are received the assignment will be registered and acknowledgement sent to the insured and the assignee. The assignment is not valid unless accepted and acknowledged in writing by Agriculture Financial Services Corporation. 5. Assignments will expire on the date indicated. 6. Ensure that the Identification Number, Subscription Number(s) and Subscription Type field(s) have been completed.

Do Not Use This Area	Date Stamp – primary	Date Stamp – secondary
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The personal information on this form is collected under the authority of the *Agriculture Financial Services Act* and the *Freedom of Information and Protection of Privacy Act* (FOIP Act) and will be used to evaluate your eligibility for the program to which this form relates, for the administration of the program and for the administration of any other AFSC program or benefit in which you participate. Your information is subject to the provisions of the FOIP Act. If you have any questions about this form and the collection and use of information, please contact the AFSC Client Contact Centre, 5718 56th Avenue, Lacombe AB T4L 1B1, 1.877.899.2372.

Assignment of Indemnity Form for Insurance (Excluding Western Livestock Price Insurance Program - WLPPI)

Identification Number		Year
870 _____		_____

	Branch Office <input style="width: 90%;" type="text"/>
<p>This Assignment covers Insurance subscriptions for Annual and Perennial Programs administered by Agriculture Financial Services Corporation, excluding WLPPI.</p> <p>For valuable consideration, the Insured hereby assigns to: <u>Alberta Wheat Commission</u></p> <p style="text-align: right; margin-right: 50px;"><small>Name of Assignee</small></p> <p>Of <u>#200, 6815 8 Street NE, Calgary, Alberta</u> Postal Code <u>T2E 7H7</u></p> <p style="text-align: center; margin-left: 100px;"><small>Complete Mailing Address including Postal Code</small></p> <p>Assignee Contact Info: <u>Syeda Khurram or Tom Steve</u> Telephone <u>1855-376-2274</u></p> <p style="text-align: center; margin-left: 100px;"><small>Name</small></p> <p>an undivided 100% of all monies up to an amount of \$ _____ which may be payable by AFSC as a result of a payable loss on Identification Number (870) _____ for the time period ending March 31, 2019.</p>	

Declaration and Signatures	
<p>This assignment is subject to section 55.1 of the <i>Agriculture Financial Services Act</i> and section 95 of the <i>Financial Administration Act</i> (Alberta). Agriculture Financial Services Corporation is not bound by this assignment unless the assignment has been consented to by an acknowledgement in writing from Agriculture Financial Services Corporation. 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.</p> <p>Dated at _____ in the Province of Alberta this _____ day _____ 20____</p> <p style="text-align: center; margin-left: 50px;"><small>City or Town</small> <small>Date</small> <small>Month</small> <small>Year</small></p> <p>Insured's Signature: _____ Witness Signature: _____</p> <p>Insured's Printed Name: _____ Witness Printed Name: _____</p> <p>Insured's Printed Address: _____</p>	

Central Office Use Only	
<p>Consent and Acknowledgement</p> <p>Agriculture Financial Services Corporation consents to the above assignment, subject to the deduction of any monies which may be owing to Agriculture Financial Services Corporation.</p> <p>Dated in Lacombe, Alberta this _____ day of _____ 20____.</p> <p>Signed by: _____ for Agriculture Financial Services Corporation. Administration fee received <input type="radio"/> (\$45).</p>	

(B) Global Ag Risk – Assignment of Indemnity Form for Insurance

Applicants using Global AG Risk Solutions crop insurance must complete



Loss Payable Assignment Form

Loss Payable Assignment Clause

Assignment of proceeds from Northbridge General Insurance Company

Policy Number:	Policy Expiry Date:
Customer Number:	
Farm Name:	
Contact Name:	Phone Number:
Address:	Town/City:
Province:	Postal Code:

For value received, I/We hereby transfer, assign and set over all of my right to claims or payments from the above policy number through Northbridge General Insurance Company, up to the amount of **\$400,000.00** (leave blank for total assignment of policy proceeds) unto:

Assignee Name: Alberta Wheat Commission	
Contact Name: Syeda Khurram or Tom Steve	Phone Number: 1-855-376-2274
Address: #200, 6815 – 8 th Street NE	
Town/City: Calgary	Province: Alberta
Contact Email:	Postal Code: T2E 7H7
By signing below, the undersigned hereby consents to disclosure by Global Ag Risk Solutions and/or Northbridge General Insurance Company of any information relating to or received from the undersigned, including, without limitation, personal information that may be subject to federal or provincial privacy legislation.	

Customer Signature	Printed Customer Name	Date
Witness Signature	Printed Witness Name	Date

This assignment is NULL & VOID until authorized by Global Ag Risk Solutions.

The insurer, Global Ag Risk Solutions Corp. (GARS), hereby approves the foregoing assignment.

Dated this _____ day of _____, 20_____.

GARS Finance Rep's Name (Print) _____ Signature _____

GARS Finance Rep's Name (Print) _____ Signature _____

#8-54 Stadacona Street West, Moose Jaw, SK S6H 1Z1
 (Email) assignments@agriskolutions.ca (Web) agriskolutions.ca
 (Ph) 306.704.GARS (4277) (Fax) 306.972.8122 (Toll Free) 877.606.GARS (4277)

3.8 Business Risk Management Program Proceeds Assignment Agreement

Applicants who listed AgriStability as security must complete

Producer and Administrator Information

Agreement Dated this ____ day of _____, 20 ____.

Between _____
 (Individual/Partner/Corporation/Cooperative), (hereinafter referred to as the "Assignor")
 and Alberta Wheat Commission (hereinafter referred to as the "Administrator").

This assignment agreement is for all proceeds, up to the amount set in Part 2 below, 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

Definitions and Assignment Agreement:

1. Definitions and Interpretations:

- "APP Electronic Delivery System" means the on-line system which electronically enables the submission of data relating to the delivery of the APP between AAFC and Administrators;
- "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.
- "Producer" means the individual, partnership, corporation or cooperative that applied for an advance under the Advance Payments Program.

2. The Parties Hereto Agree That:

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 amount of the advance(s) will be confirmed to the BRM Administrator by AAFC via the APP Electronic Delivery System or an alternative method agreed upon by AAFC and the BRM Administrator.

The Assignor allows the BRM Administrator to share information with AAFC and the Administrator via the APP Electronic Delivery System or an alternative method agreed upon by AAFC and the BRM Administrator.

The Assignor allows the Administrator to retrieve and verify any information from AgriStability required to complete the Assignor's Advance.

Sealed, delivered and attested to by:

Name	Title of Producer (please print)	Signature of Producer
Name	Title of Producer (please print)	Signature of Producer
Name	Title of Producer (please print)	Signature of Producer
Name and Title of Administrator (please print)		Signature of Administrator

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3.9 Mandatory Completion by Corporations, Partnerships, and Cooperatives

(A) Joint & Several Guarantee (for Cooperative, Partnership, or Corporation with multiple shareholders)
The following documentation must be included: certificate of incorporation/proof of partnership and shareholder ledger.

Applicants wanting to forego completion of the Joint & Several may alternatively obtain a third-party guarantee.

A third party 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 39.

This guarantee will continue for advances made to this entity now and in the future unless changes are made to Corporate Structure or Program. A new Joint and Several Liability Continuing Guarantee must be filled out if any changes are made to the Partnership/Corporation/Cooperative.

The Producer/Applicant must have ownership of the Agricultural Product being applied on in this Advance.

Indicate if the Producer is a: (A) Partnership (B) Corporation (C) Cooperative

<i>Name of Producer: (Must match name on Page 7)</i>	<i>APP ID# of Applicant</i>
------------------------------------------------------	-----------------------------

Eligible producers for an advance are: for Corporations, a majority of whose voting shares are held by Canadian citizens or permanent residents; for Cooperatives, a majority of whose members are Canadian citizens or permanent residents; for a Partnership or other associations 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.

All individuals/shareholders/partners/members who have an interest in the Partnership, Corporation or Cooperative, are listed below for the purpose of this application:

List Multiple Shareholders:

<i>Full Legal Name</i>		<i>Mailing Address</i>	
<i>Date of Birth (DD/MM/YYYY)</i>	<i>Phone #</i>	<i>% Interest in Operation</i>	<i>Advance Payment Program (APP ID #)</i>
<i>Full Legal Name</i>		<i>Mailing Address</i>	
<i>Date of Birth (DD/MM/YYYY)</i>	<i>Phone #</i>	<i>% Interest in Operation</i>	<i>Advance Payment Program (APP ID #)</i>
<i>Full Legal Name</i>		<i>Mailing Address</i>	
<i>Date of Birth (DD/MM/YYYY)</i>	<i>Phone #</i>	<i>% Interest in Operation</i>	<i>Advance Payment Program (APP ID #)</i>

None of the above producers have outstanding liability under any previous cash advance.

I/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 Wheat Commission for the eligible amount in any program year and the Minister of Agriculture and Agri-Food Canada (the “Minister”) guaranteeing repayment of such advance and interest thereon, unconditionally guarantee to the Alberta Wheat Commission 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 Alberta Wheat Commission 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 Alberta Wheat Commission or the Minister at any time, or upon Default in the performance of the obligations by the Producer, Alberta Wheat Commission 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 Wheat Commission, 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 Wheat Commission deem it advisable.

The Producer and all related parties meet all the requirements listed in the application for a cash advance from Alberta Wheat Commission under the Agricultural Marketing Programs Act (AMPA), and Advance Payments Program (APP) and neither the Producer or related parties is in Default under any prior repayment agreement under APP, SCAP OR ESCAP.

The Producer will fulfill all obligations as outlined in the application for a cash advance from the Alberta Wheat Commission 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 Wheat Commission shall not be bound to exhaust its recourse against the Producer or other parties before being entitled to payment from the Guarantors under the Guarantee.

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 Wheat Commission and the Minister, on account of the Repayment Agreement or otherwise. The Guarantors agree that this Guarantee is a continuing guarantee. The Guarantors acknowledge that consideration has been given and agree that same may only be limited, upon giving written notice to the Alberta Wheat Commission of the Guarantor's intent to limit this guarantee.

Any notice given will only be effected for advances subsequent to the notice.

I/We have read, understand and agree to be bound by all terms of this declaration and the Alberta Wheat Commission 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 hand(s).

Dated at _____ the _____ day of _____, 20_____.

DO NOT USE CORPORATE SEALS ON THIS DOCUMENT

All individual members or partners must sign personally (do not include any company name or position held) and must have a nonrelative sign as a witness.

If any of the Guarantors are a resident of Alberta, a Barrister or Solicitor MUST witness this form as well as fill in and sign the attached Guarantee Acknowledgement Certificate(s).

<i>Signature of Shareholder/Member/Partner</i>	<i>Signature of Witness (must not be a relative)</i>
<i>Name of Shareholder/Member/Partner (please print)</i>	<i>Name of Witness (please print)</i>
<i>Signature of Shareholder/Member/Partner</i>	<i>Signature of Witness (must not be a relative)</i>
<i>Name of Shareholder/Member/Partner (please print)</i>	<i>Name of Witness (please print)</i>
<i>Signature of Shareholder/Member/Partner</i>	<i>Signature of Witness (must not be a relative)</i>
<i>Name of Shareholder/Member/Partner (please print)</i>	<i>Name of Witness (please print)</i>
<i>Signature of Shareholder/Member/Partner</i>	<i>Signature of Witness (must not be a relative)</i>
<i>Name of Shareholder/Member/Partner (please print)</i>	<i>Name of Witness (please print)</i>
<i>Signature of Shareholder/Member/Partner</i>	<i>Signature of Witness (must not be a relative)</i>
<i>Name of Shareholder/Member/Partner (please print)</i>	<i>Name of Witness (please print)</i>

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3.9 (B) Guarantee Certificate

NOTE: A GUARANTEE ACKNOWLEDGEMENT CERTIFICATE MUST BE SIGNED FOR EACH PARTNER/SHAREHOLDER. PHOTOCOPY IF NEEDED FOR MORE THAN ONE PARTNER/SHAREHOLDER.

GUARANTEE ACKNOWLEDGEMENT CERTIFICATE

I HEREBY CERTIFY THAT:

1. _____, The Guarantor in the Guarantee
(the Producer)
dated _____ made between Alberta Wheat Commission and _____
which this certificate is attached to or noted on, appeared in person before me and acknowledged that he/she had executed the Guarantee.
2. I satisfied myself by examination of the guarantor that he/she is aware of the contents of the Guarantee and understands it.

CERTIFIED by, _____, Barrister and Solicitor

at the _____

of _____, in the Province of Alberta,

this _____ day of _____, 20_____.

BARRISTER / SOLICITOR SIGNATURE

STATEMENT OF GUARANTOR

I am the person named in this certificate.

Signature of Guarantor

THIS CERTIFICATE IS FOR RESIDENTS OF ALBERTA ONLY
APPLYING UNDER A PARTNERSHIP/CORPORATION OR COOPERATIVE.

3.9 (C) Guarantor Certificate

GUARANTOR(S)

I, being the sole shareholder or 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 2018–2019 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.

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.

Print Shareholder/Authorized Officer

Name Signature of Shareholder or Authorized Officer

NOTE: THE LETTER OF GUARANTEE MUST BE DATED AND SIGNED BY THE GUARANTOR(S)
AND BE SENT TO THE ALBERTA WHEAT COMMISSION ALONG WITH THE APPLICATION.