



PY2025-Advance Payment Program Application

Available to producers in Western Canada: BC, AB, SK, MB.

Cash advances will begin on April 1, 2025, but producers can submit applications at any time during the year



Please review these important details before beginning your application

Eligibility

- Any individual producer who is a **Canadian Citizen** or **Permanent Resident** of Canada and has attained the age of majority in their province of operation shall be eligible to apply. Corporations, cooperatives, and partnerships are also eligible. Producers applying through Alberta Grains (FarmCash) are required to provide valid government-issued photo identification.
- Producers must own the agricultural product for which the advance is being applied. To qualify for a **livestock advance**, the livestock must already be at foot.
- This cash advance program is made available through the **Minister of Agriculture and Agri-Food Canada** under the **Agricultural Marketing Programs Act (AMPA)**. If you or any related producer has an outstanding default on a previous or current advance with any **Advance Payments Program (APP)** administrator, you will be ineligible for an advance under AMPA.
- As the program administrator, Alberta Grains (FarmCash) reserves the right to refuse any application.

Advance Limits

- Producers can apply for an Alberta Grains (FarmCash) Advance of up to **\$1,000,000**. The first **\$250,000** is interest free subject to terms and conditions.
- The interest free provision and maximum advance is cumulative over all APP Administrators.
- The maximum cumulative advance that can be issued to a Producer, including current outstanding advances (2023 and 2024) and eligible advances for 2025, can at **no time exceed \$1,000,000**.

Application Fee

- A **non-refundable application fee of \$400** will be deducted from each advance issued to the producer. This fee is payable to the administrator for the purpose of processing the application.

Interest Charge

- Interest-bearing advances shall accrue interest at a rate equal to the **RBC Prime Rate minus 0.5% (Prime - 0.5%)**, calculated on a daily basis and compounded monthly. Such interest shall be determined and applied to the account no less than once per month.

Funds Issued to Producers

- Producers applying for a pre-harvest Intended Seeding crop or Intended Honey Advance are eligible to receive 60% of their requested advance upon approval of their application. The remaining 40% will be issued when Alberta Grains (FarmCash) receives the producer's Actual Seeded/Anticipated Honey Report and, for crops, a confirmed Seeded Acreage Report/Statement of Crop Insurance and Invoice. All recipients of a pre-harvest Intended Seeding crop or Intended Honey Advance must submit this report by **July 31, 2025**, otherwise, the advance will become due immediately.
- Producers applying for a pre-harvest Actual Seeded Advance on crops or Anticipated Honey Advance must submit a Post Harvest/Actual Honey Report or repay their account in full by **December 31, 2025**.
- Alberta Grains (FarmCash) issues funds to an account holder via electronic funds transfer (EFT).



Security

- A grain producer must have valid 2025 crop insurance coverage or be enrolled in 2025 AgriStability to be eligible for a pre-harvest advance. Post-harvest advances are secured by the crop in storage. For farmers using SCIC or GARS who have completed an Assignment of Indemnity, Alberta Grains (FarmCash) may collect additional required documents directly from the insurance provider.
- Honey producers must have valid 2025 honey insurance coverage (AFSC or SCIC) or be enrolled in 2025 AgriStability to be eligible for an advance. Livestock producers must be enrolled in 2025 AgriStability to be eligible for an advance. The deadline to apply for AgriStability is April 30th of each year. AgriStability enrollment fees must be paid in full to be allowable as security for an advance.
- Product loss covered by BRM security will result in payments being made to Alberta Grains (FarmCash) until the advance is repaid in full. Recent changes to AMPA regulations have introduced flexibility regarding the types of coverage that can secure an advance. Applicants seeking to use an alternative form of security should contact Alberta Grains (FarmCash) at **1.855.376.2274** to confirm security eligibility.



Please review the following Repayment Deadline dates

	PRODUCTION PERIOD	REPAYMENT DEADLINE
 Field Crops & Honey 	April 1, 2025 to September 30, 2026 October 1, 2024 to September 30, 2026 (Winter Cereals)	September 30, 2026
 Livestock 	April 1, 2025 to March 31, 2027	March 31, 2027

- Repayments shall be applied in the following order:

- To the interest-free principal portion of the advance (if applicable);
- To any interest charges accrued (if applicable);
- To the interest-bearing principal portion of the advance (if applicable).

Repayment

- In the event that multiple advances remain outstanding, repayments shall first be applied to any accounts in default (if applicable), and thereafter, repayments shall be applied to the oldest outstanding advance.
- Repayments may be made by cheque, electronic funds transfer, bill payment, or through an authorized grain dealer.

Repayment Requirements

- Producers are required to repay their Advance as they sell the commodities listed on their Advance.
- Repayment is required within **30 calendar days** of receipt of payment.
- 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.
- Continuous flow producers are obligated to repay in full either **12 months** from the issue date or by the end of the production period, whichever occurs first.



 Proof of sale documentation for repayments made directly to Alberta Grains (FarmCash) must be submitted no later than the end of the production period. Proof of sale documentation is mandatory in all instances, except as specifically outlined below for crops.

 The following information must be included in an acceptable proof of sale document:

- Date of Sale
- Name of Seller (including contact information)
- Name of Buyer (including contact information)
- Type of Agricultural Product Sold
- Quantity of Agricultural Product Sold
- Net Amount Received for the Sale of Agricultural Product

Proof of Sale

 Proof of sale must accompany repayments made on all Storable Agricultural Products advances between **February 1, 2026, and September 30, 2026**.

 Proof of sale must accompany all repayments made on Livestock advances between **April 1, 2025, and March 31, 2027**.

 Repayments made without proof of sale for amounts exceeding the greater of \$10,000 or 10% of the total advance amount will incur an interest penalty at the **RBC Prime rate plus 1% (Prime + 1%)**.

 For crop advances, proof of sale documentation is not required for repayments made from the beginning of the production period until January 31, 2026.

 For further details, refer to the Terms & Conditions of the Repayment Agreement.

Authorized Buyer/s

 The official list of Alberta Grains (FarmCash) Authorized Buyers is available at **<https://farmcashadvance.com>**. These Authorized Buyers have contractually agreed, upon request from a producer, to remit deducted funds to Alberta Grains (FarmCash) within thirty (30) calendar days for the purpose of repaying an outstanding advance account. The Buyer shall require the following account details to process such remittances: the producer's name, mailing address, and Agricultural Producer Payment Program (APP) ID Number.

 Alberta Grains (FarmCash) shall conduct verification audits on a sample group of cash advance recipients each year. The producer shall be responsible for covering the cost of the inspection. Selection for the verification audit is typically random; however, additional criteria may be used to identify candidates for inspection, which may include, but are not limited to:

- a) Insufficient or inadequate documentation of sales;
- b) Repayment of advances within the final month prior to the program deadline;
- c) Applicants who have one or more defaults within the past three Agricultural Producer Payment Program (APP) years; and
- d) Advances deemed by Alberta Grains (FarmCash) to be of high risk.

Inspection and Verification

 In the event an inspection identifies an inventory shortage, the producer shall be required to repay the overissued amount within thirty (30) calendar days. Failure to do so will result in the producer being deemed in default.

 A field and/or inventory inspection may be required to verify compliance with the Agricultural Marketing Programs Act (AMPA). If a subsequent inspection is deemed necessary, the producer shall bear the cost of the inspection, payable to the administrator. Refusal to comply with an inspection request shall result in immediate default.

 In cases where the producer's commodity is stored jointly with another producer, the producer must provide a clear and detailed breakdown of the inventory by individual producer at the time of inspection.



 Failure to adhere with the terms of the Repayment Agreement, including but not limited to the full repayment of the outstanding balance by the end of the Production Period, shall result in the Producer's account being put in default.

 In the event of default:

Default

- The Producer will forfeit any and all interest-free benefits previously granted under the Agreement.
- An upfront default fee of **3.0% of the outstanding balance**, calculated as of the date of the default notice, will be due thirty (30) calendar days from the date the Producer is notified of the fee.
- Default interest will accrue at a rate equal to the **RBC Prime Rate plus 1% (Prime + 1%)**, applied to the outstanding balance from the date the advance was issued until the date of default.
- From the date of default until the outstanding balance is fully repaid, default interest will accrue at a rate equal to the **RBC Prime Rate plus 3% (Prime + 3%)**, applied to the outstanding balance.
- Producers in default may be subject to a period of ineligibility for future advances.

Priority Agreements

 A Priority Agreement with each Secured Creditor must be executed for any secured creditor that holds, or may hold, a security interest or lien on the crops, livestock, or sweeteners in respect of which the advance application is being submitted. Secured creditors may include, but are not limited to, financial lenders and crop input suppliers. In the event that no Priority Agreements are provided, a secured creditors search will be conducted, which may result in delays.

Decision Appeals

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

Alberta Grains (FarmCash) Communication Policy

 Alberta Grains (FarmCash) adheres to the provisions of Canada's Anti-Spam Legislation (CASL) and respects your preferences regarding communications.

 By providing your contact information, you hereby consent to receive electronic communications, including updates, promotions, and service-related messages, from Alberta Grains (FarmCash).

 You have the right to withdraw your consent at any time by using the unsubscribe link included in our emails or by contacting us directly.

 Alberta Grains (FarmCash) will not send unsolicited electronic messages and will ensure that all communications clearly identify Alberta Grains (FarmCash) as the sender and contain our valid contact information.

 Your personal information will be safeguarded in accordance with applicable privacy laws and will not be disclosed to third parties without your express consent, unless required by law.

 For inquiries or to update your communication preferences, please contact us at info@farmcashadvance.com or toll-free at **1.855.376.2274**.

How to Reach Us:

Need assistance? We're here to help! To speak with a member of the Alberta Grains (FarmCash) team, you can reach us by email, phone, or in person.

Alberta Grains

#200, 6815-8th Street NE, Calgary, Alberta T2E 7H7

TOLL-FREE: 1-855-376-2274 | **ALTERNATE:** 1-825-509-3538 | **FAX:** 403-291-0190

EMAIL: info@farmcashadvance.com | **Office Hours:** Monday - Friday, 9:00 AM - 4:00 PM

To submit an application, you can apply online, by mail, fax, in person, or simply give us a call, and we'll be happy to complete the application form via DocuSign.



DOCUMENTS CHECKLIST

Mandatory Documentation *

*** Two (2) valid government-issued identification documents for all borrowers, one of which must be a photo ID.**

- ☐ Canadian driver's license (front & back)
- ☐ Canadian passport
- ☐ Certificate of Canadian Citizenship
- ☐ Permanent resident card (front & back)
- ☐ Certification of Naturalization
- ☐ Certificate of Indian Status
- ☐ Provincially issued ID card with photo (front & back)
- ☐ Canadian birth certificate
- ☐ Canadian Firearms License (Cannot be used as a substitute for a photo ID) [front & back]
- ☐ Immigration Canada Document IMM 1000, 1442, 5292 or 5688

Financial Documents (any applicable documents)

- ☐ * VOID Cheque or Direct Deposit Bank Form
- ☐ Personal or Corporate Tax Returns with a CRA Notice of Assessment (required for all advances \$400K and over)
- ☐ 2 Years of Financial statements (required for all advances \$400K and over)

Address Verification (any applicable documents)

- ☐ Utility bills (e.g., electricity, water, phone)
- ☐ Bank or Credit Card Statements
- ☐ Government documents (e.g., NOA, GST statement)
- ☐ Power of Attorney (if an authorized representative will be signing the loan documents on your behalf)
- ☐ Authorized Contact Form (if authorized to make inquiries on behalf of the business or borrower)

Insurance Documents (any applicable documents)

- ☐ Statement of Crop Insurance and Invoice
- ☐ Actual Seeded/Anticipated Honey Report
- ☐ Seeded Acreage Report
- ☐ AgStab Enrollment (and proof of payment)
- ☐ LPI Enrollment (and proof of payment)
- ☐ Production Report (Fall Advances & Stored Grains)
- ☐ Post Harvest/Actual Honey Report

Supplementary Forms (as applicable)

- ☐ Business Risk Management Program Proceeds Assignment Agreement
- ☐ Crop Insurance Assignment of Indemnity (British Columbia / Alberta / Saskatchewan / Manitoba)
- ☐ GARS - Loss Payable Assignment Form
- ☐ Declaration Of Producer & Repayment Agreement
- ☐ Priority Agreement with a Secured Creditor
- ☐ Alternate Guarantor
- ☐ Saskatchewan: Waiver of Exemption Protection for Specific Chattels
- ☐ Credit Reference
- ☐ Authorized Person/s

Applicable to Incorporated Businesses / Partnerships Only

- ☐ Certificate of Incorporation or Partnership
- ☐ Articles of Incorporation
- ☐ Ownership Structure chart or Declaration of Shareholders, Directors & Partners
- ☐ Proof of Annual Filing
- ☐ Continuing Joint & Several Liability Partnership/Corporation/Cooperative

Notice: Additional documents may be requested subject to the Administrator's assessment of your file



FARMCASH ADVANCE RATES

Field Crops	BC	AB	SK	MB	
Alfalfa (Tonne)	97.0000	97.0000	97.0000	97.0000	
Hay (Tonne)	77.6000	77.6000	77.6000	77.6000	
Timothy Hay - Choice (Tonne)	97.0000	97.0000	87.3000	97.0000	
Timothy Hay - Premium (Tonne)	77.6000	97.0000	77.6000	77.6000	
Timothy Hay - Standard (Tonne)	67.9000	67.9000	72.7500	67.9000	
Timothy Hay - Supreme (Tonne)	67.9000	67.9000	67.9000	77.6000	
Alfalfa Seed (Pound)	0.6790	0.6790	0.6790	0.6790	
Bromes Grass - Smooth Seed (Pound)	0.9700	0.9700	0.9700	1.4550	
Clover Seed - S.C. Red (Pound)	0.5335	0.5335	0.5335	0.5335	
Crested Wheatgrass (Pound)	0.5335	0.5335	0.5335	0.5335	
Fescue Seed - Creeping Red (Pound)	0.5820	0.5820	0.5820	0.5820	
Timothy Hay - Seed (Pound)	0.3395	0.3395	0.3395	0.3395	
Buckwheat (Tonne)	334.6500	334.6500	334.6500	334.6500	
Hemp Grain - Conventional (Pound)		0.3638	0.3638	0.3638	
Hemp Seed (Tonne)	801.2200	801.2200	801.2200	801.2200	
Grains & Oilseeds	BC	AB	SK	MB	
Canola (Tonne)	286.1500	286.1500	286.1500	286.1500	
Barley (Tonne)	126.1000	126.1000	116.4000	116.4000	
Barley - Feed (Tonne)	121.2500	121.2500	106.7000	106.7000	
Corn (Bushel)	3.1525	3.1525	2.6190	2.7160	
Corn - Feed (Tonne)	126.1000	126.1000	101.8500	106.7000	
Flax (Tonne)	291.0000	291.0000	291.0000	291.0000	
Flax-Organic (Tonne)	582.0000	582.0000	582.0000	582.0000	
Oats (Tonne)	126.1000	126.1000	106.7000	121.2500	
Oats - Feed (Tonne)	126.1000	126.1000	106.7000	121.2500	
Oats - Organic (Tonne)	261.9000	261.9000	252.2000	266.7500	
Quinoa - Conventional (Pound)		0.4850	0.4850	0.4850	
Quinoa - Organic (Pound)		0.6790	0.6790	0.6790	
Rye - Fall (Tonne)	113.9750	113.9750	113.9750	113.9750	
Rye - Spring (Tonne)	87.3000	87.3000	87.3000	97.0000	
Soybeans (Tonne)	225.0400	225.0400	225.0400	225.0400	
Triticale (Tonne)	87.3000	87.3000	87.3000	97.0000	
Durum (Tonne)	145.5000	145.5000	145.5000	145.5000	
Wheat (Tonne)	135.8000	135.8000	135.8000	135.8000	
Wheat - Feed (Tonne)	106.7000	106.7000	106.7000	106.7000	
Wheat - Organic (Tonne)	271.6000	271.6000	271.6000	271.6000	
Wheat - Winter (Tonne)	126.1000	126.1000	126.1000	126.1000	
Livestock	BC	AB	SK	MB	CA
Bull - Breeding - Mature - More than 2 yrs (Head)					3,007.0000
Bull - Breeding - Yearling - Less than 2 yrs (Head)					2,813.0000
Calf - Feeder (400 - 700 lbs) (Head)	1,375.2175	1,368.4275	1,367.2150	1,363.0925	
Cattle - Feeder (700 - 900 lbs) (Head)	1,379.3400	1,373.5200	1,365.7600	1,363.8200	
Cattle - Finished (Less than 1250 lbs) (Head)	1,337.3875	1,334.7200	1,319.2000	1,358.2425	
Cattle - Finished (More than 1250 lbs) (Head)	1,741.6350	1,738.2400	1,717.8700	1,768.7950	
Cow - Breeding - Mature - has calved (Head)					1,600.5000
Heifers - Breeding - Bred (Head)					1,576.2500
Heifers - Breeding - Calf (Head)					1,091.2500
Bison - Feeder (650 - 750 lbs) (Head)	1,142.1750	1,142.1750	1,142.1750	1,142.1750	
Bison - Finished (900 - 1050 lbs) (Head)	1,501.5600	1,501.5600	1,501.5600	1,501.5600	
Pulses & Special Crops	BC	AB	SK	MB	
Beans - Other Colored (Tonne)	557.7500	557.7500	523.8000	0.2474 (Pound)	
Beans - Pinto (Tonne)	489.8500	489.8500	504.4000	0.2328 (Pound)	
Beans - White (Tonne)	491.7900	491.7900	482.0900	491.7900	
Canary Seed (Tonne)	320.1000	320.1000	320.1000	320.1000	
Chickpeas - Kabuli (Tonne)	385.0900	385.0900	385.0900	0.1746 (Pound)	
Fababeans (Tonne)	145.5000	145.5000	145.5000	0.0660 (Pound)	
Lentils (Tonne)	320.1000	320.1000	320.1000	0.1455 (Pound)	
Mustard (Tonne)	320.1000	320.1000	320.1000	320.1000	
Peas - Dry (Tonne)	151.3200	151.3200	151.3200	4.1225 (Bushel)	
Peas - Dry - Organic (Tonne)	300.7000	300.7000	300.7000	300.7000	
Sunflower - Non-Oil (Pound)	0.1746	0.1746	0.1746	0.1746	
Sweeteners	BC	AB	SK	MB	
Honey (Pound)	1.9400	1.2125	1.2125	1.2125	
Vegetables	BC	AB	SK	MB	
Sugar Beets (Tonne)		26.0251			



Applicant Information ***Mandatory*** All sections of this page must be completed.

Indicate type of application:			
☐ Individual	☐ Corporation	☐ Cooperative	☐ Partnership
Indicate the type of insurance (if applicable):			
☐ Crop Insurance	☐ AgriStability (AgStab)	☐ LPI	
Legal Name of Producer (Full Legal Name of Individual or Legal Name of Partnership, Corporation, Cooperative)		Birthdate (if applicable)	APP ID #
CRA Business #		Name used when selling commodities	
Mailing Address		Primary Phone #	Alternate Phone #
Full Legal Address		E-mail	
Authorized Person			
Full legal name(s) of the individual(s) authorized to disclose or receive account information		Title/Position/Role	Telephone #
Declaration of Bankruptcy			
☐ Have you or any of your shareholders in the Corporation/Cooperative/Partnership declared bankruptcy in the past 7 years?			
☐ Are you or any of your shareholders in the Corporation/Cooperative/Partnership seeking financial protection from creditors?			
☐ Are you or any of the shareholders in the Corporation/Cooperative/Partnership seeking financial protection from creditors? (check box if "yes")			
Name of Shareholder/Member/Partner who declared bankruptcy		Date bankruptcy was discharge	
DIRECT DEPOSIT AUTHORIZATION			
Alberta Grains (FarmCash) disburses advance funds solely through Electronic Funds Transfer (EFT) for direct deposit into the designated bank account. Applicants must provide a VOID cheque for the specified account and duly sign and date the section below. If the designated financial institution requires the advance to be issued jointly, EFT disbursement will not be available.			
Signature of Producer	Name of Producer	Date (yyyy/mm/dd)	APP ID #

SIGN
HERE

Self Identification Questions

Responses to the questions in this subsection will be shared with Agriculture and Agri-Food Canada and may be used for reporting purposes and to inform future government policies, programs and communication activities. Self identification is voluntary. If you do not wish to provide this information, you can check "Decline to identify" or "Prefer not to answer". Failure to complete the questions will be viewed as choosing "Decline to identify" or "Prefer not to answer". AAFC is committed to the fair and transparent distribution of program funds. Your application will not be deemed ineligible or assessed less favorably based on your responses to these questions or if you decline to identify.

A. Does your farming business's ownership group include significant representation (30% or more) from one or more of the following groups (check all that apply)?

- ☐ Indigenous Peoples
- PLEASE SPECIFY ☐ First Nations ☐ Metis Nation ☐ Inuit ☐ Unknown
- ☐ Women
- ☐ Gender parity (50% or more women and/or non-binary)
- ☐ 2SLGBTQI+
- ☐ Visible Minorities
- ☐ Persons with Disabilities
- ☐ Youth (under 35)
- ☐ An official language minority community (French-speaking people outside Quebec or English-speaking people in Quebec)
- PLEASE SPECIFY:
- ☐ English ☐ French
- ☐ Not applicable
- ☐ Decline to identify

B. If your business's ownership group includes significant representation from an official languages minority group, was your farming business able to obtain APP information and services in the minority language?

- ☐ Not applicable (did not check official languages minority in Question A)
- ☐ No
- ☐ Yes
- ☐ Prefer not to answer

C. How many years of experience does the ownership group of your farming business have running a farm?

- ☐ 0-6 years
- ☐ 7-19 years
- ☐ 20 years and over
- ☐ Prefer not to answer



Credit Consent and Notice Regarding the Collection of Personal Information

This Credit Consent and Notice Regarding the Collection of Personal Information (the "Agreement") is entered into by and between Alberta Grains (FarmCash) ("FarmCash") and the Producer/Authorized Officer/Partner (the "Applicant").

1. Collection and Use of Personal Information

FarmCash collects, uses, and discloses personal information for the purpose of evaluating and processing credit applications, managing loan accounts, and complying with applicable regulatory requirements. The personal information collected may include, but is not limited to:

- Name, address, contact details, and date of birth;
- Financial and credit history;
- Banking information;
- Business-related financial data;
- Any other information deemed necessary for credit assessment purposes.

2. Consent to Obtain and Disclose Information

By executing this Agreement, the Applicant expressly consents to FarmCash: (a) Collecting personal and financial information from credit bureaus, financial institutions, governmental agencies, and any other relevant sources; (b) Disclosing personal and financial information to credit bureaus, financial institutions, third-party service providers, and regulatory authorities as required for credit administration and compliance with applicable laws and regulations; (c) Retaining and utilizing the collected information for the ongoing management of the Applicant's account and for future credit assessments.

3. Retention and Protection of Information

FarmCash shall retain personal information for the duration necessary to fulfill the purposes outlined in this Agreement or as required by applicable law. FarmCash shall implement reasonable and appropriate safeguards to protect personal information against unauthorized access, use, disclosure, or destruction.

4. Withdrawal of Consent

The Applicant may withdraw consent at any time by providing written notice to FarmCash. However, such withdrawal may affect FarmCash's ability to provide or continue providing credit-related services to the Applicant.

5. Authorization and Acknowledgment

The Applicant acknowledges that they have reviewed, understood, and voluntarily agreed to the terms of this Agreement, including the collection, use, and disclosure of personal information as described herein.

6. Execution

I/We hereby consent to the collection, use, and disclosure of personal information in accordance with the terms of this Agreement.

Producer/Authorized Officer/Partner:

Name: _____

Signature: _____

Date: _____



Register of Shareholders and Partners

*****Mandatory*** For Corporation, Co-operative, or Partnership**

This document is intended for a Corporation, Co-operative, or Partnership to provide a record of all shareholders and partners in _____ (the "Entity"), including information on ownership, contact details, and the type of entity involved.

Entity Type:

- ☐ Corporation
☐ Co-operative
☐ Partnership

APP ID # (if known)	Full Name of Shareholder/Partner	Percentage of Shares/Ownership	Address	Contact Information (Phone/Email)

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APP ID # (if known)	Full Name of Shareholder/Partner	Percentage of Shares/Ownership	Address	Contact Information (Phone/Email)

I, _____ the undersigned, do hereby affirm that the information provided herein is true, complete, and accurate to the best of my knowledge. I acknowledge that any false or misleading information may result in legal consequences.

Signature

Date (yyyy/mm/dd)



Commodities

*****Required***: You must complete at least one section on this page to avoid delays in processing your application.**

If you need to list additional commodities, please attach a separate page.

Pre-Harvest Crops

Commodity	Crop Ins.	AgStab	Soil Type*	Have you completed seeding?	# of Acres	Production Insurance Coverage Rate MT/acre or lb/acre	FarmCash Advance Rate	\$ Amount
				☐ yes				
				☐ yes				
				☐ yes				
				☐ yes				
				☐ yes				
				☐ yes				
Total of Pre-Harvest Crop Commodities								

Stored Grains

Commodity	Year Crop Harvested	Stored Quantity (MT or lb)	FarmCash Advance Rate	\$ Amount
Total of Stored Grain Commodities				

Livestock

Livestock Type Example: Cattle Feeder Calf (400-700 lbs)	# of Heads to be advanced on	Are these livestock in a continuous flow operation?	FarmCash Advance Rate	\$ Amount
		☐ yes		
		☐ yes		
		☐ yes		
		☐ yes		
Total Livestock Commodities				

Sweetener

Commodity	Quantity	FarmCash Advance Rate	\$ Amount
Honey			

Total Value of Commodities

Total Requested Advance Amount (Maximum \$1,000,000)**

Amount to be Issued

Important Note: Soil types vary by production insurance agency:

- **AFSC/SCIC:** Stubble, summer fallow, or irrigated
- **MASC:** Manitoba soil zone, alphanumeric (e.g., A01, B01, C01)



Commodities

Signature Required

Producer Attestation

I declare that the information provided in this application is true and accurate as of the time of completion. I agree to repay the Administrator any difference, where applicable, including any adjustments due to Business Risk Management (BRM) eligible amounts or recalculations.

I have read and agree to comply with the terms and conditions of the Repayment Agreement and the Declaration of Producer Repayment Agreement, which are incorporated into and form part of this application. I further acknowledge that this application, along with any instructions, guarantees, priority agreements, and all relevant attachments, constitute part of this Repayment Agreement.

I agree to adhere to all program rules, including the obligation to repay the advance, along with any applicable interest and costs. I understand that making a false statement is a criminal offense.

SIGN
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Signature of Producer/Authorized Officer (s) or Person	Full Legal Name	Date (yyyy/mm/dd)	APP ID # (if known)

Note: The first installment for intended seeding crops or intended honey advances will be 60% of the approved amount. Advances for actual seeded crops, stored crops, actual honey, and livestock will be issued at 100% of the approved amount. The total funds issued will be reduced by a \$400 application fee, which is subject to change.



Related Producers

Relatedness affects the applicant's eligibility to receive an advance, as well as the amount of an advance. See Definitions at the end of the section.

If you answer **YES** to questions below, complete the Related Producers section, which is a declaration of relatedness. If you choose to rebut the presumption of relatedness, you must also complete the Rebuttal of Relatedness section.

If you answer **NO** to questions 1 and 2, you are not required to complete the Rebuttal of Relatedness section below.

- Has a related producer a) applied for an APP advance in this program year or b) have an outstanding APP advance from a previous program year? ☐ Yes ☐ No
- Is any related producer ineligible as a result of a default under APP, SCAP or ESCAP? ☐ Yes ☐ No

Related Producer

List all related individual producers who received an advance for this or previous program years, including advances issued by other APP Administrators.

Name of Related Producer who received the advance.	Address	Phone Number	Birthdate
Name of Administrator that issued the Advance	APP ID	Program year	Relationship to Applicant

Name of Related Producer who received the advance.	Full Address	Phone Number	Birthdate
Name of Administrator that issued the Advance	APP ID#	Program year	Relationship to Applicant

Rebuttal of Relatedness

Answer the following questions for each related producer listed in the **"Related Producers"** section. If additional space is required, attach a separate sheet.

If you **Disagree** with any of the statements below, you have not rebutted the presumption that you are related to the producer in question. If you **Agree** with all of the statements below, you have established that you operate at arm's length from the producer(s) in question. The Administrator may require supporting documentation, including but not limited to articles of incorporation, financial statements, leases, and receipts, to substantiate your responses.

You may also choose to rebut the Administrator's presumption that your farming business is related to another producer. In such cases, you must provide sufficient evidence demonstrating that the relationship is at arm's length, which may include submitting relevant documentation to the Administrator.

Name of the related individual producer that received an advance:

- You and the related producer file separate tax returns and/or produce separate financial statements. ☐ Agree ☐ Disagree
- You and the related producer are not employees or do not act as agents of the other. ☐ Agree ☐ Disagree
- You and the related producer conduct all business transactions (e.g. sharing of equipment and/or land) at fair market value and such transactions are documented. ☐ Agree ☐ Disagree
- You and the related producer do not share any management and administrative services, equipment, facilities, or overhead expenses of a farming operation. ☐ Agree ☐ Disagree

Name of the related individual producer that received an advance:

- You and the related producer file separate tax returns and/or produce separate financial statements. ☐ Agree ☐ Disagree
- You and the related producer are not employees or do not act as agents of the other. ☐ Agree ☐ Disagree
- You and the related producer conduct all business transactions (e.g. sharing of equipment and/or land) at fair market value and such transactions are documented. ☐ Agree ☐ Disagree
- You and the related producer do not share any management and administrative services, equipment, facilities, or overhead expenses of a farming operation. ☐ Agree ☐ Disagree

Definitions:

Producers are related if they do not deal with each other at arm's length.

In the absence of proof to the contrary, producers are presumed to be related to another producer in any of the following circumstances:

- One of the producers is the spouse or common-law partner of the other producer;
- One of the producers owns at least 25% of the voting shares of the other producer;
- One of the producers owns at least 25% of the voting shares of a corporation that directly or through any other corporation owns 25% of the voting shares of the other producer (corporation);
- One of the producers is entitled to 25% or more of the profits or revenues of the other producer (partnership or cooperative);
- The producer shares any management and administrative services, equipment, facilities or overhead expenses of a farming operation with the other producer, but is not in a partnership with that other producer; or
- Any other circumstances set out in the *Agricultural Marketing Programs Act* or the *Agricultural Program Marketing Regulations*.

Producers must be related if they are listed as co-beneficiaries on the forms for BRM programs that will be used as security for the advance. Relatedness is about program limits and therefore affects the applicant's eligibility to receive an advance, as well as the amount of an advance.



Business Risk Management Program Proceeds Assignment Agreement

Storable and Non-Storable
Producer and Administrator Information

Agreement Date: _____

Between _____

(Individual/Partner/Corporation/Cooperative), (hereinafter referred to as the "Assignor")

And Alberta Grains (FarmCash) (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):

Products				

Definitions and Assignment Agreement

Definitions and Interpretations:

"AAFC" means Agriculture and Agri-Food Canada

"Advance" means the money borrowed by the Assignor through the APP under the above-mentioned Repayment Agreement.

"BRM Program" means the Business Risk Management program(s) listed in the *Agricultural Marketing Programs Act* that can be used to secure an advance under the APP.

"Default" means, when used in relation to a Producer, that a Producer is considered in default under a Repayment Agreement according to Section 21 of the AMPA.

"Repayment Agreement" means the agreement signed by the Assignor and the Administrator outlining the terms and conditions of the Assignor's Advance under the APP.

"Producer" means the individual, partnership, corporation or cooperative that applied for an advance under the Advance Payments Program.

The parties hereto agree that:

Subject to prior deduction of any amounts owing to the BRM Program administrator, the Assignor hereby transfers, assigns and sets over to the Administrator all of his/her/their right, title and interest in the proceeds to be received from the BRM Program with respect to the BRM Contract Number listed in 1.1. above for the current year or, where the BRM Program is AgriStability and/or ASRA, for the current year and all future years, until such a time as the Advance, in the amount of \$ _____ (including related interest, fees and costs) and for which this BRM Program has been used as security, has been paid in full, and a liability to the Administrator no longer exists. This assignment of proceeds is not affected should the Assignor 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 Program and/or the Administrator, any documents or agreements as the BRM Program and/or Administrator may reasonably request.

The Assignor hereby authorizes:

- The BRM Program to disclose his/her/their information, including personal information within the meaning of *Personal Information Protection and Electronic Documents Act (PIPEDA)* or legislation applicable within their jurisdiction, to the Administrator, other APP Administrators, and AAFC for the purpose of administering the APP. The information collected may include, but is not limited to: insurance information such as coverage levels, production/inventory reports, claims and income/expenses related to his/her/their business or farming operation.
- The Administrator to disclose his/her/their information, including personal information within the meaning of *Personal Information Protection and Electronic Documents Act (PIPEDA)* or legislation applicable within their jurisdiction, to the BRM Program administrator and AAFC for the purpose of administering the APP;
- AAFC to disclose his/her/their information, including personal information within the meaning of *Privacy Act* and *Access to Information Act* to the Administrator, other APP Administrators, and BRM Program administrator for the purpose of administering the APP;
- That the Assignor's information be used and protected in compliance with the *Privacy Act* and *Access to Information Act* or the legislation mentioned above, as applicable. It may be used to administer the APP and the BRM Program, as well as for:
 - assessment, auditing, statistical and other types of analysis and evaluation of the Program;
 - evaluating the scope, direction and effectiveness of the Program and other federal agricultural programming in Canada; and
 - contact the Assignor so as to conduct surveys relating to the delivery of this Program and other federal agricultural programming in Canada.
- That his/her/their corporate information may be disclosed among the parties for these purposes.

Where the BRM Program payment is the result of a Reseeding Benefit and the Producer has suffered a loss prior to the associated reseeded deadline, as established by the BRM Program administrator, the full payment will be provided to the Producer in order that they are able to reseed and ensure that they continue to qualify for a full crop insurance indemnity should additional losses be experienced.

Sealed, delivered and attested to by:

Name and title of Producer/Authorized Officer

Signature of Producer/Authorized Officer

Date (yyyy/mm/dd)

Name and title of Producer/Authorized Officer

Signature of Producer/Authorized Officer

Date (yyyy/mm/dd)

Name and title of Administrator

Signature of Administrator

Date (yyyy/mm/dd)



WAIVER OF EXEMPTION PROTECTION FOR SPECIFIC CHATTEL

[Clause 68(3)(a) of *The Saskatchewan Farm Security Act*]

I/We, _____
(The Producer/ Corporation/Cooperatives/Partnerships)

being individual(s)/Partners/Shareholder(s)/Member(s), pursuant to clause 68 (3)(a) of *The Saskatchewan Farm Security Act*, permanently waive and revoke all right or entitlement to my exemption protection under subsection 68(1) of *The Saskatchewan Farm Security Act* with respect to the following specific chattel(s):

All agricultural products of the producer, including after acquired agricultural products as defined in the repayment agreement between Alberta Grains (FarmCash) and the producer.

for the purpose of using the above noted chattel(s) to secure the following specific debt, the lesser of \$1,000,000.00 or the amount advanced by Alberta Grains (FarmCash) together with interest and costs, until such time as the above noted specific debt has been fully paid.

Dated this _____ day of _____, 20_____.

Signature of Producer/ Authorized Officer/Partner	Name of Producer/ Authorized Officer/Partner
Date (yyyy/mm/dd)	APP ID (if known)
Signature of Producer/ Authorized Officer/Partner	Name of Producer/ Authorized Officer/Partner
Date (yyyy/mm/dd)	APP ID (if known)
Signature of Producer/ Authorized Officer/Partner	Name of Producer/ Authorized Officer/Partner
Date (yyyy/mm/dd)	APP ID (if known)
Signature of Producer/ Authorized Officer/Partner	Name of Producer/ Authorized Officer/Partner
Date (yyyy/mm/dd)	APP ID (if known)

(For SK Producers ONLY)



Application & Repayment Agreement

Notice: Please only complete the section that is applicable to you

For Individual Producers

- I declare that the information is true and accurate based on my knowledge at the time of completion.
- I declare that I have completed and signed an Advance Payments Program Application and Repayment Agreement.
- I agree to comply with all of the Terms and Conditions included in this Advance Payments Program Application and Repayment Agreement.

Signature of Producer	Name of Producer
Date (yyyy/mm/dd)	APP ID (if known)

For Authorized Signing Officer of the Corporation or Cooperative:

I, being authorized to sign this Application and Repayment Agreement on behalf of the Corporation/Cooperative or as stated in this Application and Repayment Agreement:

- hereby agree that the information provided herein is true and accurate based on my knowledge at the time of the application;
- hereby agree that I have completed and signed an Advance Payments Program Application and Repayment Agreement; and
- hereby agree that the Corporation/Cooperative will comply with all of the terms and conditions included in this Advance Payments Program Application and Repayment Agreement.

Signature of Authorized Officer	Name of Authorized Officer
Date (yyyy/mm/dd)	APP ID (if known)

For applications related to partnerships, all partners who have attained the age of majority must sign.

We, being all the Partners listed are authorized to sign this Application and Repayment Agreement on behalf of the Partnership:

- hereby agree that the information provided in this Application and Repayment Agreement is true and accurate based on our knowledge at the time of the application;
- hereby agree that we have completed and signed an Advance Payments Program Application and Repayment Agreement; and
- hereby agree to comply with all of the Terms and Conditions included in this Advance Payments Program Application and Repayment Agreement.

Signature of Partner	Name of Partner
Date (yyyy/mm/dd)	APP ID (if known)
Signature of Partner	Name of Partner
Date (yyyy/mm/dd)	APP ID (if known)
Signature of Partner	Name of Partner
Date (yyyy/mm/dd)	APP ID (if known)
Signature of Partner	Name of Partner
Date (yyyy/mm/dd)	APP ID (if known)



Application & Repayment Agreement

Administrator Attestation ***FarmCash 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.

Signature of Administrator

Date (yyyy/mm/dd)



Alternate Guarantor

GUARANTOR(S)

I, being the sole shareholder or authorized officer of the Corporation, Cooperative or Partnership, as the case may be, and named in the Register of Shareholders and Partners section of this Repayment Agreement, in consideration of advances being made to it by the Administrator do hereby confirm that I have obtained and provided to the Administrator a letter of guarantee to the Administrator for up to \$_____ over the _____ to _____ program years, from one of the following two sources (please select an option below):

- ☐ An individual or group of individuals that has sufficient financial collateral, as defined below, to guarantee the total advance amount stated above, including all interest and penalties thereon, until it is fully reimbursed; or
- ☐ A financial institution that will guarantee the advance amount stated above, including all interest and penalties thereon, until it is fully reimbursed.

In determining whether or not there is sufficient financial collateral, an alternate guarantor that is an individual or group of individuals must have a positive balance sheet(s) and some combination of cash, securities, guaranteed income certificates (GICs), mutual funds, bonds and/or stocks that is sufficient to cover the total value of the advances until they are fully repaid.

The letter of guarantee must be in accordance with any applicable provincial laws in the province of operation of the Corporation, Cooperative or Partnership named in the Register of Shareholders and Partners section of this Repayment Agreement. The letter of guarantee must be dated, signed by the alternate guarantor(s), and provided to the Administrator prior to the issuance of the advance amount specified in the Application. I understand that prior to obtaining an advance that would result in the total amount advanced to the Corporation over the program years stated above exceeding the limit stated above, I will need to either obtain a new letter of guarantee that is sufficient to cover the amount of the advance not covered or sign a new Liability Agreement to cover the increased amount.

Name of Shareholder/Authorized Officer

Signature of Shareholder/Authorized Officer

Date (yyyy-mm-dd)



PRIORITY AGREEMENT WITH A SECURED CREDITOR



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

APPLICANT INFORMATION

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

SECURED CREDITOR INFORMATION

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

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

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



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

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

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

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



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

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

»» CONTINUE TO NEXT PAGE FOR SIGNATURE



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

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

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

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

☐ TO THE PRODUCER

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

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

THIS AGREEMENT SHALL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE PROVINCE OF ALBERTA.

IN WITNESS WHEREOF ALL PARTIES HEREUNTO SET THEIR HANDS

OFFICER
SIGN
HERE

NAME OF CREDITOR	DATE (yyyy/mm/dd)
SIGNATURE OF AUTHORIZED OFFICER OF CREDITOR	NAME & TITLE OF AUTHORIZED OFFICER OF CREDITOR

TO BE FILLED OUT BY SECURED CREDITOR

Above named Producer has been dealing with your establishment for _____ years.

Above named Producer is in good standing: (please select one) ☐ YES ☐ NO

SIGN
HERE

NAME OF PRODUCER	DATE (yyyy/mm/dd)
SIGNATURE OF PRODUCER	

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

☐ I, THE PRODUCER, AUTHORIZE THE FOLLOWING CREDITOR(S) TO DISCLOSE THE INFORMATION REQUIRED UNDER THIS REPAYMENT AGREEMENT TO THE ADMINISTRATOR AND TO ENTER INTO THIS PRIORITY AGREEMENT WITH THE ADMINISTRATOR ON MY BEHALF. I UNDERSTAND I AM NOT OBLIGED TO PROVIDE THE CONSENT HEREIN. I ALSO UNDERSTAND THAT MY APPLICATION FOR AN ADVANCE UNDER THIS REPAYMENT AGREEMENT WILL NOT BE GIVEN SPECIAL ATTENTION NOR CAN I EXPECT FASTER PROCESSING OR A MORE FAVORABLE RESULT BECAUSE OF THIS CONSENT. I AM AWARE THAT I MAY WITHDRAW THIS CONSENT AT ANY TIME BY SENDING A REQUEST TO DO SO VIA EMAIL TO THE ADMINISTRATOR AT info@farmcashadvance.com. THIS CONSENT IS EFFECTIVE FOR A PERIOD OF NOT MORE THAN ONE (1) YEAR FROM COMMENCING APRIL 1, 2025 AND EXPIRING MARCH 31, 2026.

FARMCASH USE ONLY

ALBERTA GRAINS ('ADMINISTRATOR') 200-6815 8 TH STREET NE, CALGARY, AB T2E 7H7 PH. 1-855-376-2274 FAX: 403-291-0190 EMAIL: info@farmcashadvance.com	DATE (yyyy/mm/dd)
SIGNATURE OF ADMINISTRATOR	NAME & TITLE OF AUTHORIZED OFFICER OF CREDITOR



Liability Agreements

Notice: Please only complete the section that is applicable to you

PERSONAL LIABILITY (for Sole Proprietor of a Farming Business)

I, being the sole proprietor of the farming business named in the Register of Shareholders and Partners section of this Application for an Advance in consideration of advances being made to it by the Administrator do hereby agree to be solely and personally liable to the Administrator or the Minister of Agriculture and Agri-Food for an amount of up to \$_____ over the _____ to _____ program years, including all interest and penalties thereon, pursuant to the Applications and Repayment Agreements. I understand that prior to obtaining an advance that would result in the total amount advanced to me over the program years stated above exceeding the limit stated above, I will need to sign a new Liability Agreement with an increased limit.

By signing this document, I understand and agree that action may be taken against me personally in accordance with the Terms and Conditions of the Repayment Agreement until full repayment of the total amount owing.

I hereunto set my hand and seal

Dated at _____ (location) on _____ (date yyyy/mm/dd)

Name of Sole proprietor

Signature of Sole proprietor

INDIVIDUAL LIABILITY (for Corporation with a Sole Shareholder)

I, being the sole shareholder of the Corporation named in the Register of Shareholders and Partners section of this Application for an Advance in consideration of advances being made to it by the Administrator do hereby agree to be solely and personally liable to the Administrator or the Minister of Agriculture and Agri-Food for an amount of up to \$_____ over the _____ to _____ program years, including all interest and penalties thereon, pursuant to the Applications and Repayment Agreements. I understand that prior to obtaining an advance that would result in the total amount advanced to the Corporation over the program years stated above exceeding the limit stated above, I will need to sign a new Liability Agreement with an increased limit.

By signing this document, I understand and agree that action may be taken against me personally in accordance with the Terms and Conditions of the Repayment Agreement until full repayment of the total amounts owing.

I hereunto set my hand and seal

Dated at _____ (location) on _____ (date yyyy/mm/dd)

Name of Shareholder

Signature of Shareholder



Liability Agreements

JOINT & SEVERAL, OR SOLIDARY, LIABILITY (for Cooperative, Partnership or Corporation with Multiple Shareholders)

We, being Shareholders, Members or Partners, as the case may be, of the Corporation, Cooperative or Partnership named in the Register of Shareholders and Partners section of this Repayment Agreement, in consideration of advances being made to the Corporation, Cooperative or Partnership, as the case may be, by the Administrator do hereby agree to be jointly and severally, or solidarily, liable to the Administrator or the Minister of Agriculture and Agri-Food for an amount of up to \$_____ over the _____ to _____ program years, including all interest and penalties thereon, pursuant to the Applications and Repayment Agreements. We, being Shareholders, Members or Partners, as the case may be, understand that prior to obtaining an advance that would result in the total amount advanced to the Corporation, Cooperative or Partnership over the program years stated above exceeding the limit stated above, we will need to sign a new Liability Agreement with an increased limit.

By signing this document, we understand and agree that action may be taken against each of us individually in accordance with Terms and Conditions of the Repayment Agreements until full repayment of the total amount owing.

I hereunto set my hand and seal

Dated at _____ (location) on _____ (date yyyy/mm/dd)

Print name of Shareholder, Member or Partner

Signature of Shareholder, Member or Partner

Print name of Shareholder, Member or Partner

Signature of Shareholder, Member or Partner

Print name of Shareholder, Member or Partner

Signature of Shareholder, Member or Partner

Print name of Shareholder, Member or Partner

Signature of Shareholder, Member or Partner

Print name of Shareholder, Member or Partner

Signature of Shareholder, Member or Partner

Print name of Shareholder, Member or Partner

Signature of Shareholder, Member or Partner

Production Insurance

BC Ministry of Agriculture, Food and Fisheries

Schedule H-1: Assignment of Indemnity

Crop Year 2025

Production Insurance Grower Number: _____

For valuable consideration, I/We _____ insured,
hereby assign to **Alberta Grains (FarmCash)** _____ of

#200, 6815-8 Street NE, Calgary, Alberta, T2E 7H7

(Name)

(Address)

any indemnity which may be payable by

the Insurer as a result of loss on

Contract/Policy Number _____

for the following insured crops(s) _____

in the Canada-British Columbia Production Insurance program for the crop year ending **2025**.

This assignment is subject to the terms and conditions to the contract and to the conditions outlined below.

Dated at _____ in the Province of British Columbia,
this _____ day of _____, 20 _____.

Insured (print) _____

Insured (signature) _____

Witness (print) _____

Witness (signature) _____

Insured (print) _____

Insured (signature) _____

Witness (print) _____

Witness (signature) _____

NOTE TO INSURED

This form has been developed for convenience only. You should seek your own legal advice.

CONDITIONS

1. An assignment shall be binding upon person(s) who succeed to the assignor's interest in the insurance contract.
2. Any indemnity payment made under the insurance contract shall be subject to a deduction for any amounts outstanding to the Business Risk Management Branch, including unpaid premium(s).
3. Payment to the Assignee of any indemnity due under the contract shall constitute a complete discharge of the Insurer's obligation with respect to the loss for which such indemnity is paid.
4. Only one assignment shall be in effect at any one time with respect to the insured crop(s), as listed above, for any crop year.
5. The assignment in effect on the insured crop(s), as listed above, shall be the one first filed and approved below.
6. Upon its due completion and consent being given by the Insurer, this form shall constitute an endorsement to the above-noted Production Insurance contract.

For Office
Use Only

The Insurer hereby approves the foregoing assignment.

Dated this _____ day of _____, 20 _____ at _____ am / pm.

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

British Columbia Assignment of Indemnity Form – LPI

Identification Number			Year
870 _____			2025

Client Information

Business Name _____

Business Address _____

Contact Person (Must be a Client, or Shareholder of the company) _____

This Assignment only covers Livestock Price Insurance.

For valuable consideration, the Insured hereby assigns to Alberta Grains (FarmCash)

Name of Assignee _____

Of #200, 6815 – 8 Street NE, Calgary, Alberta Postal Code T2E 7H7

Complete Mailing Address _____

an undivided 100% of all monies up to an amount of \$ _____ which may be payable by the Program Administrator as a result of a payable loss on the Identification and Subscription numbers as entered above.

Signature Note: Return this completed document to Alberta Grains (FarmCash) via email: info@farmcashadvance.com or fax: 403-291-0190

Dated at _____ in the Province of British Columbia this the _____ day of _____ 20____

City or Town Date Month Year

Client _____ Signature _____

Witness _____ Signature _____

Client _____ Printed Name _____

Witness _____ Printed Name _____

Office Use Only - Consent and Acknowledgement

You may return this form to your Local LPI Office, fax to the LPI Client Service Centre at 1.855.700.2372 or email to info@lpi.ca

The Program Administrator consents to the above assignment, subject to the deduction of any monies which may be owing to the Government of British Columbia.

Dated in Lacombe, Alberta this _____ day of _____, 20 _____

Signed by: _____ for Agriculture Financial Services Corporation

Do Not Use This Area	Date Stamp	Do Not Use This Area
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The personal information on this form is collected under the authority of the Farm Income Insurance Act, RSBC 1996. Your information is protected by and is subject to the provisions of the Freedom of Information and Protection of Privacy Act. We collect only what is necessary for the administration of the Livestock Price Insurance Program and the operation of the program's online systems and the provision of requested materials to you. Your information will be shared with the Agriculture Financial Services Corporation for the purposes of administering the program and may also be used for the administration of all BRM programs, to advise you about BRM programs and services, for policy and program development and evaluation, and for research and statistical purposes. Your information may be shared with Agriculture and Agri-Food Canada for policy and program development and evaluation and for research and statistical purposes. Questions about the collection of information should be directed to: Business Risk Management Branch, 200 - 1690 Powick Rd., Kelowna, BC V1X 7G5 1.888.332.3352.



Assignment of Indemnity Form for Insurance (Excluding Livestock Price Insurance – LPI)

Branch Office Use Only

Identification Number			Year
8 7 0			

Client Information

Business Name _____

Contact Person (Must be a Client, or Shareholder of the company) _____

Instructions for Completing Assignments of Indemnity

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. **Return the completed form to via mail to Alberta Grains (FarmCash), #200, 6815 – 8 Street NE , Calgary, AB, T2E 7H7, email: info@farmcashadvance.com or fax at 1.855376.2274.**
3. When the completed documents are received by Alberta Grains (FarmCash), Agriculture Financial Services Corporation will be notified in writing, and the assignment will be officially registered.
4. Assignments will expire on the date indicated.
5. Ensure that the Identification Number, Subscription Number(s) and Subscription Type field(s) have been completed.

This Assignment covers Insurance subscriptions for Annual and Perennial Programs administered by Agriculture Financial Services Corporation, excluding LPI.

For valuable consideration, the Insured hereby assigns to: Alberta Grains (FarmCash)
Name of Assignee

Of #200, 6815 – 8 Street NE , Calgary, AB Postal Code T2E 7H7
Complete Mailing Address including Postal Code

Assignee Contact Info: Zahida Thakur / Clay Campbell Telephone 1.855.376.2274
Name

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) recorded above, for the time period ending March 31, 2026.

Date Stamp – primary

Date Stamp – secondary

Do Not Use
This Area





Assignment of Indemnity Form for Insurance (Excluding Livestock Price Insurance – LPI)

Identification Number			Year
8 7 0			

Freedom of Information and Protection of Privacy Act and Client Declaration

The information on this form, and any information you provide to us in the future related to this form, is collected under the authority of the Agriculture Financial Services Act (Alberta) and the Freedom of Information and Protection of Privacy Act (Alberta) (the "FOIP Act"). The collected information, whether personal information or business information, will be used: (i) to evaluate your eligibility for the program to which this form relates; (ii) for the administration of the program; and/or (iii) for the administration of any other AFSC program or benefit in which you participate. Your personal information is subject to the provisions of the FOIP Act.

By submitting this form, you are providing your consent to AFSC disclosing and sharing the information contained on this form, whether personal information or business information, or any other information that will be provided in the future by you or your authorized representative, to the following third parties: B.C. Ministry of Agriculture and Food, Alberta Ministry of Agriculture and Irrigation, Saskatchewan Ministry of Agriculture, Saskatchewan Crop Insurance Corporation, Manitoba Ministry of Agriculture, Manitoba Agriculture Services Corporation, Agriculture and Agri-Food Canada, Canada Revenue Agency and Statistics Canada. You consent that such disclosed and shared personal information and business information may be used in the following ways: (i) for the administration of all current and future AFSC, federal and provincial programs related to agriculture, AFSC lending programs and AFSC insurance programs; (ii) for AFSC, federal and provincial policy and program development; (iii) for AFSC, federal and provincial policy and program evaluation; (iv) for AFSC, federal and provincial program compliance; (v) for research development; and (vi) for statistical purposes.

If you have any questions about this form and the collection and use of your information, please contact AFSC at 5718 - 56 Avenue, Lacombe AB T4L 1B1, 1.877.899.2372.

This assignment is subject to section 55.1 of the *Agriculture Financial Services Act* and section 95 of the *Financial Administration Act* (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.

Dated at _____ in the Province of Alberta this _____ day _____ 20____
City or Town Date Month Year

Insured's Signature: _____ Witness Signature: _____

Insured's Printed Name: _____ Witness Printed Name: _____

Insured's Printed Address: _____

Central Office Use Only

Consent and Acknowledgement

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.

Dated in Lacombe, Alberta this _____ day of _____ 20____.

Signed by: _____ for Agriculture Financial Services Corporation.

Identification Number	Subscription		Year
8 7 0	-		2 0 2 5

Client Information
Business Name

This Assignment covers only Livestock Price Insurance.
For valuable consideration, the Insured hereby assigns to <u>Alberta Grains (FarmCash)</u> Name of Assignee Of <u>#200, 6815 – 8 Street NE</u> <u>Calgary</u> <u>Alberta</u> <u>T2E 7H7</u> Address City or Town Province Postal Code an undivided 100% of all monies up to an amount of \$ _____ which may be payable by the Program Administrator as a result of a payable loss on the Identification and Subscription numbers as entered above. 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). The Program Administrator is not bound by this assignment unless the assignment has been consented to by an acknowledgement in writing from the Program Administrator. The Insured understands that indemnity cheques, up to the amount stated in this Assignment of Indemnity, will be made payable to the assignee and forwarded directly to the assignee. This assignment is subject to the deduction of any monies which may be owing to Agriculture Financial Services Corporation.

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

Identification Number	Subscription		Year
8 7 0 _____	- _____		2 0 2 5

Freedom of Information and Protection of Privacy Act and Client Declaration

The information on this form and any information you provide to us in the future related to this form is collected under the authority of the Agriculture Financial Services Act and the Freedom of Information and Protection of Privacy Act (the FOIP Act). The collected information, whether personal information or business information, will be used: (i) to evaluate your eligibility for the program to which this form relates; (ii) for the administration of the program; and/ or (iii) for the administration of any other AFSC program or benefit in which you participate. Your personal information is subject to the provisions of the FOIP Act.

By signing this form below, you are providing your consent to AFSC disclosing and sharing the information contained on this form, whether personal information or business information, or any other information that will be provided in the future by you or your authorized representative, to the following third parties: Alberta Agriculture and Forestry, Agriculture and Agri-Food Canada, Canada Revenue Agency and Statistics Canada. You consent that such disclosed and shared personal information and business information may be used in the following ways: (i) for the administration of all current and future AFSC federal and provincial programs related to agriculture, AFSC lending programs and AFSC insurance programs; (ii) for AFSC, federal and provincial policy and program development; and (iii) AFSC, federal, and provincial policy and program evaluation; (iv) for research and statistical development; and (v) for statistical purposes.

Cheques and correspondence will be sent to the "Client" shown as the Business Name.

I/we undertake to immediately notify the Local LPI Office in writing if I/we discover that any of the information contained in this application is inaccurate or untrue.

If you have any questions about this form and the collection and use of your information, please contact the AFSC Client Service Centre, 5718 - 56 Avenue, Lacombe AB T4L 1B1, 1.877.899.2372.

Signature. Note: Return this completed document to Alberta Grains (FarmCash) via email: info@farmcashadvance.com or fax: 403-291-0190

Dated at _____ in the Province of Alberta this the _____ day of _____ 20____
City or Town Date Month Year

Client _____ Witness _____
Signature Signature

Client (Printed Name) _____ Witness (Printed Name) _____

ASSIGNMENT OF INDEMNITY

Contract Number: _____ Customer Name: _____

Address: _____ Town / City: _____

Province: _____ Postal Code: _____

For value received, I/We hereby transfer, assign and set over unto:

Assignee Name: Alberta Grains (FarmCash)

Address: #200, 6815 – 8 Street NE Town / City: Calgary

Province: AB Postal Code: T2E 7H7 Branch Phone Number: 1.855.376.2274

Email Address: info@farmcashadvance.com

All my right, title and interest to all benefits from any program administered by the Saskatchewan Crop Insurance Corporation, except establishment indemnities, applicable to the _____ crop year as determined by the Saskatchewan Crop Insurance Corporation, up to the amount of \$ _____ (For total indemnity put \$9,999,999.99)

Customer Signature _____ Print Customer Name _____ Date _____

Co-Customer Signature _____ Print Co-Customer Name _____ Date _____

The Corporation hereby consents to the above assignment subject to all the provisions, terms conditions and stipulations contained in:

- A) The Contract of Insurance under which the indemnity arises.
- B) The Saskatchewan Crop Insurance Act, the Agricultural Safety Net Act, and the regulations made thereunder as they may exist from time to time, and any other relevant provincial legislation.

It is the responsibility of the contract holder/assignor to inform the assignee of any changes in the status of the contract holder's crop insurance contract with the Corporation.

The consent of the Corporation is subject to the Corporation first recovering any monies owing by the customer to the Corporation whether before or after the date of the assignment from any indemnity that may become payable to the customer.

The Saskatchewan Crop Insurance Corporation (SCIC) recognizes the importance of your personal information and the privacy surrounding it. Depending on the program offered by SCIC, and pursuant to The Freedom of Information and Protection of Privacy and regulations, SCIC will not share or disclose any of your information unless otherwise required by law or for the purpose of programs offered by SCIC. SCIC will secure your information and may archive it indefinitely in accordance with The Archives and Public Records Management Act. For all privacy concerns, please contact SCIC's Privacy Manager by e-mail at privacy@scic.ca or call 306-728-7200.

Approval Date _____ For Saskatchewan Crop Insurance Corporation _____

Head office Use Only

ASSIGNMENT PRIORITY

Please have the assignee forward the completed assignment form to Saskatchewan Crop Insurance Corporation by fax at (306) 728-7219, email at collections@scic.ca or mail to Box 3000, Melville, SK, S0A 2P0

ASSIND1224-3/FIN

Saskatchewan Assignment of Indemnity Form – LPI

Identification Number	Subscription		Year
870	-		2025

Client Information

Business Name _____

Business Address _____

Contact Person (Must be a Client, or Shareholder of the company) _____

This Assignment covers only Livestock Price Insurance.

For valuable consideration, the Insured hereby assigns to Alberta Grains (FarmCash)

Name of Assignee

Of #200, 6815 – 8 Street NE, Calgary, AB Postal Code T2E 7H7

Complete Mailing Address

Postal Code T2E 7H7

an undivided 100% of all monies up to an amount of \$ _____ which may be payable by the Program Administrator as a result of a payable loss on the Identification and Subscription numbers as entered above.

This assignment is subject to section 55.1 of the *Agriculture Financial Services Act* and section 95 of the *Financial Administration Act* (Alberta). The Program Administrator is not bound by this assignment unless the assignment has been consented to by an acknowledgement in writing from the Program Administrator. The Insured understands that indemnity cheques, up to the amount stated in this Assignment of Indemnity, will be made payable to the assignee and forwarded directly to the assignee. This assignment is subject to the deduction of any monies which may be owing to Agriculture Financial Services Corporation.

Signature Note: Return this completed document to Alberta Grains (FarmCash) via email: info@farmcashadvance.com or fax: 403-291-0190

Dated at _____ in the Province of Saskatchewan this the _____ day of _____ 20____
City or Town Date Month Year

Client _____ Signature _____

Witness _____ Signature _____

Client (Printed Name) _____ Witness (Printed Name) _____

Office Use Only - Consent and Acknowledgement

Dated in Lacombe, Alberta this _____ day of _____, 20_____

Signed by: _____ for Agriculture Financial Services Corporation

Do Not Use This Area	Date Stamp	Do Not Use This Area
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SCIC recognizes the sensitivity of your personal information. Any personal or business information given to SCIC for the purpose of the Program, may be shared with the AFSC and/or AAFC for the purposes the Program. Your personal information is subject to the provisions of the Freedom of Information and Protection of Privacy Act (Saskatchewan) (the FOIP Act) and will be protected according to the FOIP Act, The Saskatchewan Crop Insurance Corporation Act, and other applicable Saskatchewan statutes, regulations, and SCIC privacy policies. You agree that SCIC, AFSC, and AAFC may archive your personal information for the purpose of administering the Program and as required by Federal and Provincial legislation, including but not limited to The Archives Act. For all privacy concerns related to this program, please contact SCIC's Privacy Manager at 306.728.7200 or email securityofficer@scic.ca

ASSIGNMENT OF INDEMNITY PROCEEDS

PLEASE PRINT

INSURED (ASSIGNOR)		NOTE: MUST BE THE SAME AS AGRINSURANCE CONTRACT NAME	AGRIINSURANCE POLICY #	SERVICE CENTRE #
ADDRESS OF INSURED (ASSIGNOR)			TELEPHONE NUMBER	
CITY/TOWN	PROVINCE		POSTAL CODE	

For value received, the Undersigned, subject to prior deduction of any amounts owing to or advanced by Manitoba Agricultural Services Corporation (the "Corporation") relative to the Undersigned, whether pursuant to a contract of insurance or otherwise, hereby transfers, assigns and sets over all of the Undersigned's rights, title, interest and benefit in and to all indemnities payable under the Undersigned's contract(s) of insurance with the Corporation and hereby consents to the disclosure by the Corporation of any information relating to the Undersigned, including, without limitation, personal information subject to The Freedom of Information and Protection of Privacy Act (Manitoba), to:

ASSIGNEE'S NAME		TRANSIT NUMBER
Alberta Grains (FarmCash)		
ADDRESS		TELEPHONE NUMBER
#200, 6815 – 8 Street NE , Calgary		1.855.376.2274
CITY/TOWN	PROVINCE	POSTAL CODE
Calgary	AB	T2E 7H7

NOTE: This assignment excludes any and all indemnities payable to the Undersigned in respect of the Livestock Price Insurance Program.

Applicable to the 2025 crop year as determined by the Manitoba Agricultural Services Corporation up to the amount of \$ 00 (leave blank for total assignment).

_____ Witnessed By: (Signature)	_____ Signature of Insured (Assignor) or Authorized Signatory	_____ Date (Day/Month/Year)
_____ Witnessed By: (Please Print)	_____ Name of Insured (Assignor): (Please Print)	

*Upon acceptance by the Corporation, this assignment will be recorded.

This section is for MASC use only.

The Corporation hereby consents to the above Assignment subject, however, to (i) the terms of all contract(s) of insurance between the assignor and the Corporation and the provisions of any statute or regulations with respect thereto; and (ii) for greater certainty, the right of the Corporation to set-off against any indebtedness of the assignor to the Corporation.

This assignment is accepted by Manitoba Agricultural Services Corporation subject, however, to prior recorded assignment(s) in the amount of \$ _____.

_____ Approval Date (Day/Month/Year)	_____ For Manitoba Agricultural Services Corporation	_____ Assignment Reference
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Note: This assignment is only in effect for the crop year mentioned above.

Manitoba Assignment of Indemnity Form – LPI

Identification Number			Year
870 _____			2025

Client Information	
Business Name _____	
Business Address _____	
Phone Number (_____)	Fax (_____)

This Assignment covers only Livestock Price Insurance	Agency
For value received, the Undersigned, subject to prior deduction of any amounts owing to or advanced by Manitoba Agricultural Services Corporation (the "Corporation") relative to the Undersigned, whether pursuant to a contract of insurance or otherwise, hereby transfers, assigns and sets over all of the Undersigned's rights, title, interest and benefit in and to all indemnities payable under the Undersigned's contract(s) of insurance with the Corporation and hereby consents to the disclosure by the Corporation of any information relating to the Undersigned, including, without limitation, personal information subject to <i>The Freedom of Information and Protection of Privacy Act</i> (Manitoba), to: <u>Alberta Grains (FarmCash)</u> Telephone Number <u>(855) 376-2274</u> Name of Assignee Of <u>#200, 6815 – 8 Street NE, Calgary, Alberta</u> Postal Code <u>T2E 7H7</u> Transit Number _____ Complete Mailing Address This assignment will be applicable to all unpaid policies (prior, current, future) until paid in full or cancelled by the Assignee. Applicable to all WLPIP Subscriptions as determined by the Manitoba Agricultural Services Corporation up to the amount of \$ _____ (leave blank for total assignment)	

Signature	Note: Return this completed document to Alberta Grains (FarmCash) via email: info@farmcashadvance.com or fax: 403-291-0190		
Dated at _____ in the Province of Manitoba this the _____ day of _____ 20____ City or Town Date Month Year			
Client (Assignor) _____ Signature		Witness _____ Signature	
Client (Assignor) (Printed Name) _____		Witness (Printed Name) _____	
Upon acceptance by the Corporation, this assignment will be recorded.			

Do Not Use This Area	Date Stamp – primary	Date Stamp – secondary
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The information on this form is collected under the authority of *The Manitoba Agricultural Services Corporation Act* and will be used to evaluate your eligibility for participation in the Livestock Price Insurance Program and to administer any contract issued to you under that Program and any other MASC program in which you participate. If you have any questions about this form and the collection and use of information, please contact the Livestock Price Insurance Coordinator, 400-50-24th Street N.W., Portage la Prairie, MB, R1N 3V9, Phone: 431-815-6137

Identification Number			Year
8 7 0 _____			2 0 2 5

MASC Office Use Only - Consent and Acknowledgement

The Corporation hereby consents to the above Assignment subject, however, to (i) the terms of all contract(s) of insurance between the assignor and the Corporation and the provisions of any statute or regulations with respect thereto; and (ii) for greater certainty, the right of the Corporation to set-off against any indebtedness to the assignor to the Corporation.

This assignment is accepted by Manitoba Agricultural Services Corporation subject, however, to prior recorded assignment(s) in the amount of \$ _____ .

Approval Date _____  Assignment Reference _____

For Manitoba Agricultural Services Corporation

AFSC Office Use Only

Dated in Lacombe, Alberta this _____ day of _____, 20 _____

Signed by: _____ for Agriculture Financial Services Corporation

Loss Payable Assignment Form

Loss Payable Assignment Clause

Assignment of proceeds from Aviva Insurance Company of Canada

Policy Number		Policy Expiry Date	December 31, 2025
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 Aviva Insurance Company of Canada, up to the amount of \$_____ (leave blank for total assignment of policy proceeds) unto:

Assignee Name	Alberta Grains (FarmCash)		
Contact Name	Zahida Thakur / Clay Campbell	Phone	1.855.376.2274
Email	info@farmcashadvance.com	Fax	403.291.0190
Address	#200, 6815 – 8 Street NE	Town/City	Calgary
Province	AB	Postal Code	T2E 7H7

By signing below, the undersigned hereby consents to disclosure by Global Ag Risk Solutions Corp. and/or Aviva Insurance Company of Canada 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. This assignment is subject to the deduction of any monies which may be owing to Global Ag Risk Solutions Corp. and/or Aviva Insurance Company of Canada, including unpaid premiums, and the right to set-off against any indebtedness to Global Ag Risk Solutions Corp. and/or Aviva Insurance Company of Canada.

Dated at _____ in the Province of _____, this _____ day of _____, 20_____.

Insured (Signature)	_____	Insured (Print)	_____
Insured (Signature)	_____	Insured (Print)	_____
Witness (Signature)	_____	Witness (Print)	_____

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

The Managing General Agent, 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
_____	_____



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

1. Important Terms

- 1.1. "AAFC" means Agriculture and Agri-Food Canada.
- 1.2. "Administrator" means Alberta Grains (FarmCash)
- 1.3. "Advance" means, for the purpose of this Application and Repayment Agreement, an Eligible Advance based on expected or actual production of an eligible Agricultural Product that is In Production as per Subsection 1.14 of these Terms and Conditions, the volume in inventory of an eligible Storable Agricultural Product – Post-Production as per Subsection 1.17 of these Terms and Conditions, or the inventory of an eligible Livestock.
- 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 Rate" means, for the purpose of this Repayment Agreement, the rate of issuance applicable to Advances issued prior to 2026-03-31.
- 1.6. "Advance Rate on Non-storable Agricultural Product" means the rate of issuance applicable to Advances on Non-storable Agricultural Products issued prior to **March 31, 2026**.
- 1.7. "Advance Rate on Storable Agricultural Product" means the rate of issuance applicable to Advance on Storable Agricultural Products issued prior to **March 31, 2026**
- 1.8. "AMPA" means *Agricultural Marketing Programs Act*.
- 1.9. "APP" means the Advance Payments Program.
- 1.10. "Application" means Section 1 and Subsections 2.0 to 2.4 of this Application and Repayment Agreement.
- 1.11. "BRM Program Coverage Report" means a report from the Agency responsible for the administration of the Eligible BRM program used as security in case of default, wherein the Producer demonstrates their participation in the Eligible BRM program.
- 1.12. "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 Advance.
- 1.13. "Eligible Advance" means the advance amount the Producer is entitled to as stated in the Application.
- 1.14. "Eligible BRM Program" means an eligible Business Risk Management program, as listed in the Schedule of AMPA or otherwise made eligible by regulation, for which the Producer declared being a participant and that is used by the Producer as security on a Livestock Advance.
- 1.15. "ESCAP" means the Enhanced Spring Credit Advance Program.
- 1.16. "His Majesty" means His Majesty the King in Right of Canada.
- 1.17. "In-Production" means the Agricultural Product listed in the Application, as applicable, which is not yet produced.
- 1.18. "Livestock" means cattle, hogs, goats, sheep, bison and any other animal designated by regulation, and as listed in the Application.
- 1.19. "Minister" means the Minister of Agriculture and Agri-Food Canada or any person authorized to act on his or her behalf.
- 1.20. LPI" means Livestock Price Insurance (formerly the Western Livestock Price Insurance Program or WLPIP).
- 1.21. "Non-storable Agricultural Product" means the Agricultural Product classified as Non-Storable under the program, and as listed in the Application, as applicable.
- 1.22. "Post-Production" means the Agricultural Product listed in the Application, which has been produced and is in storage.
- 1.23. "Producer" means the individual or Corporation/Cooperative/Partnership identified in Part 1 of the Application.
- 1.24. "Production Period" means the period used for the purpose of the issuing and repayment of Advances for an Agricultural Product under this Repayment Agreement, this period that for field crops, and honey commences on commences April 1, 2025 and terminates September 30, 2026; and for advances on cattle, continuous flow cattle, and bison commences on April 1, 2025 and terminates on March 31, 2027.
- 1.25. "Program Year" means the period used to manage program limits as per Subsections 9(1) and 20



- (1) of the *AMPA* and, for the purpose of this Repayment Agreement, this period is 2025, which commences on April 1, 2025 and terminates on March 31, 2027.
- 1.26. "Repayment Agreement" means the completed Application and these Terms and Conditions signed by the Producer and an authorized representative of the Administrator.
- 1.27. "SCAP" means the Spring Credit Advance Program.
- 1.28. "Seeded Acreage Report" means a report from an Eligible BRM Program agency wherein the Producer identifies the amount of the Agricultural Product currently in production in order to calculate final entitlements for an Advance.
- 1.29. "Storable Agricultural Product" means the Agricultural Product classified as Storable under the program, and as listed in the Application, as applicable.
- 1.30. "Terms and Conditions" means the content of Section 2.5 of this Application and Repayment Agreement.



2 (a) Issuance, Repayment, Security for In-Production

2. Issuance of the Advance

- 2.1. In cases where the Producer cannot identify, upon the execution of this Repayment Agreement by the Administrator, the amount of the Agricultural Product(s) currently in production, the Administrator shall make an installment of a percentage (no more than 60 percent) of the estimated Maximum Eligible Advance on the Agricultural Product(s) as specified in the Application and using the Advance Rate(s) on the Agricultural Product(s), upon the execution of this Repayment Agreement by the Administrator.
- 2.2. In cases where the Producer can identify, upon the execution of this Repayment Agreement by the Administrator, the amount of the Agricultural Product(s) currently in production, then the Administrator shall make an Advance of up to the entire (100 percent) estimated Maximum Eligible Advance on the Agricultural Product(s) as stated in the Application and using the Advance Rate(s) on the Agricultural Product(s), upon the execution of this Repayment Agreement by the Administrator.
- 2.3. In all instances, the Producer must provide a BRM Program Coverage Report demonstrating participation in the Eligible BRM Program(s) listed in the Application, as applicable, and have sufficient security available related to the Agricultural Product(s) to justify the Advance in accordance with the amount stated in the Application.
- 2.4. Before **July 31, 2025**, Producers securing the Advance with Production Insurance shall provide a copy of a Seeded Acreage Report(s), confirming the actual acres planted or other current production, as applicable. For Producers using an Eligible BRM Program as security where a Seeded Acreage Report is not available, they must provide a signed declaration confirming the actual acres planted or other current production, as applicable, and consent to an inspection at the discretion of the Administrator.
- 2.5. Based on the information contained in the document required under Subsection 2.4 of these Terms and Conditions, the Administrator shall recalculate the Maximum Eligible Advance in accordance with the Application, and may issue a second installment to the Producer equal to no more than the recalculated Maximum Eligible Advance less the installment referred to in Subsection 2.1 of these Terms and Conditions, and less any other Advance issued to the Producer for the same Agricultural Product(s) from any other Administrator. In cases where the Producer did not receive an Advance as stipulated under Section 2.1 of these Terms and Conditions and is compliant with these Terms and Conditions, the Administrator may issue to the Producer an Advance of up to the recalculated Maximum Eligible Advance less any other Advance issued to the Producer for the same Agricultural Product(s) from any other Administrator.
- 2.6. Should the documents required under Section 2.4 of these Terms and Conditions demonstrate that the acreage seeded or planted is not sufficient to justify the outstanding Advance issued to the Producer under Section 2.1 or, through no fault of the Producer, the coverage amount under the Eligible BRM Program or the value of the Agricultural Product(s) once produced, are not sufficient to justify the outstanding Advance, the Administrator shall notify the Producer that they are in overpayment and have thirty **(30) calendar days** to repay the part of the outstanding amount of the Advance that exceeds the reduced coverage amount by more than the greater of ten thousand dollars (\$10,000) or ten percent (10%) of the total amount of the Advance or, if eligible, make application for an Advance on another Agricultural Product(s) and have the proceeds applied to the deficit. Failing this, the Producer will be declared in default.
- 2.7. Where an Advance is issued on a Storable Agricultural Product(s) that is In Production at the time of the Advance, as stipulated under Sections 2.1 and/or 2.5 of these Terms and Conditions, and is outstanding under the APP, the Producer shall submit a Post-Production Report on or



before **December 31, 2025** confirming the actual production held in storage by the Producer, or otherwise be declared in default.

- 2.8. Should the Post-Production Report stipulated in Section 2.7 demonstrate that the Agricultural Product(s) in storage is not sufficient, through no fault of the Producer, to justify the Advance issued to the Producer when the Product was in Production, the Administrator shall notify the Producer that they are in overpayment and have **thirty (30) calendar days** to repay the part of the outstanding amount of the Advance that exceeds the reduced coverage amount by the greater of ten thousand dollars (\$10,000) or ten percent (10%) of the total amount of the Advance or, if eligible, make application for an Advance on another Agricultural Product(s) and have the proceeds applied to the deficit. Failing this, the Producer will be declared in default.
- 2.9. Where applicable, the Administrator shall issue an Advance on a Storable Agricultural Product(s) in Post-Production calculated in accordance with the Application and using the Advance Rate(s) specific to that Storable Agricultural Product(s) - Post-Production. The Producer must have sufficient Agricultural Product in storage to cover the value of the Advance.
- 2.10. Any Advance on an eligible Non-storable or Storable Agricultural Product, or any instalment of such an Advance, shall be issued in accordance with the dates specified in Subsection 1.4 or 1.5 of these Terms and Conditions, as applicable.
- 2.11. In applying for an Advance, the Administrator will charge the Producer a **non-refundable application fee of \$400**.
- 2.12. The Administrator may, with the consent of the producers, redistribute advances among related producers in order to maximize the interest-free benefits. Consent shall be provided through the signing of Part 3 (Declaration) of this Application and Repayment Agreement. Redistribution of advances in this way is not retroactive, but shall take effect on the day the change is made by the Administrator. The Administrator will notify affected producers of the resulting changes to their advances.

3. Repayment of the Advance

- 3.1. The Producer shall fully repay the amount of the Advance as specified in the Application, including accumulated interest and any fees or costs charged to the Producer, to the Administrator by the end of the Production Period in accordance with the following:
 - 3.1.a. where an Agricultural Product(s), in respect of which the Advance is made, is **sold to a buyer** named by the Administrator, by authorizing each buyer to withhold from such proceeds an amount in respect of each sold unit of Agricultural Product(s) and at the Advance Rate(s) in effect at the time the Advance was issued (per the Application), and to remit to the Administrator such amounts withheld until all the Advances made to the Producer and the interest payable by the Producer on those Advances are repaid; or
 - 3.1.b. where the Producer otherwise sells or disposes of that portion of Agricultural Product(s) in respect of which the Advance is made, by paying directly to the Administrator for each unit of Agricultural Product(s) within **thirty (30) calendar days** of receipt of payment an amount at the Advance Rate(s) in effect at the time the Advance was issued (per the Application) 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;
 - 3.1.c. where the Producer has assigned or otherwise agreed to transfer, payments from an Eligible BRM Program listed in the Application, as applicable, the Producer agrees that that these payments will be applied by the Administrator, within **five (5) calendar days** of receipt, until the amount of the outstanding Advance and the interest payable by the Producer is repaid. The Administrator will reimburse any amount received from the Eligible BRM Program in excess of the outstanding Advance to the Producer within **seven (7) calendar days** of receipt.



- 3.2 Where Agricultural Product(s) in respect of which an Advance was made is sold or disposed of, the Producer shall provide proof of sale or disposal documentation to the Administrator no later than **twenty-one (21) calendar days** after the **end of the applicable Production Period**. A repayment schedule may be used on lieu of the requirement for the Producer to provide proof of sale, especially where the Agricultural Product(s) is Non-Storable.
- 3.3 In addition to the mandatory payments under Paragraphs 3.1.a, or 3.1.b, above, the Producer may choose to reimburse the Advance:
 - 3.3.a. by making a repayment(s) without proof of sale prior to or on the last day of the Production Period of up to the greater of \$10,000 or ten percent (10%) of the total amount of the Advance issued. If the Producer chooses to repay an amount in excess of such amounts without proof of sale for the Agricultural Product(s), the Producer will be charged an interest penalty at the rate outlined in Paragraph 6.1.c of these Terms and Conditions, on the excess amount from the day the Advance was issued to the day the repayment was made. The Producer shall have **thirty (30) calendar days** to pay the interest penalty or be declared in default;
 - 3.3.b. by paying directly to the Administrator any amount received by the Producer under an Eligible BRM Program; or
 - 3.3.c. by paying directly to the Administrator any amount received by the Producer, not exceeding the proceeds evidenced by proof of sale;
 - 3.3.d. notwithstanding Paragraph 3.2.a of these Terms and Conditions, by making a repayment without providing proof of sale if the Administrator is satisfied that the Agricultural Product(s), in respect of which the Advance was made, has not been disposed of by the Producer at the time of the repayment. As such, third-party verification will need to be provided or an inspection conducted, and may be at the expense of the Producer, including the Administrator's **inspection fee** paid by the Producer; or
 - 3.3.e. notwithstanding Paragraph 3.3.a of these Terms and Conditions, by making a repayment without providing proof of sale for Advance(s) taken on the Agricultural Product(s) listed in the attached schedule from the beginning of the Production Period until **January 31, 2026** or until the end of the Production Period, whichever is earlier, provided that the Producer is able to confirm the units in production to the satisfaction of the Administrator.
- 3.4. In the event that the Producer repays the amount of the Advance to the Administrator by selling the Agricultural Product(s), or part of the Agricultural Product(s) to a buyer(s) in the manner described in Paragraph 3.1.a of these Terms and Conditions, the Producer shall:
 - 3.4.a. indicate in writing to the Administrator to which buyer(s), named by the Administrator, the Agricultural Product(s) will be sold, prior to selling the said product(s) to such buyer(s);
 - 3.4.b. notify the Administrator immediately upon receiving any information to the effect that said buyer(s) is not promptly remitting to the Administrator the amount so withheld; and
 - 3.4.c. remain liable to the Administrator for repayment of any part of the Advance where said buyer(s) has failed to remit to the Administrator that part of the Advance withheld by it pursuant to its Agreement with the Administrator.
- 3.5 The Producer agrees that the full amount of repayments received by the Administrator will be applied first to the portion of the Advance on which the Minister pays the interest (i.e., the interest-free portion) until it is repaid, before being applied to any other amount owing under this Repayment Agreement, in the following order:
 - 3.5.a the interest that accrues on the interest-bearing advance, until it is repaid;
 - 3.5.b the interest-bearing advance;



3.5.c any penalties related to repayment without proof of sale and late repayment; and

3.5.d any other outstanding fees and/or costs charged by the Administrator until they are repaid.

3.6 If a Producer that is an individual (sole proprietor) dies or is declared legally incapable of making decisions, no interest penalty will be applied for failing to provide proof of sale or documentation of disposal.

4. Security Interests

4.1 The Producer hereby grants a continuing security interest in the Agricultural Product(s) used to obtain the Advance, and in any Agricultural Product(s) produced in a subsequent Production Period by the Producer and all proceeds of such, to the Administrator to secure repayment of the debt owing to the Administrator arising from this Repayment Agreement. The Producer declares that the Administrator's security interest in the Agricultural Product(s) shall rank prior to the interest of any other secured creditor. The Producer confirms that signed priority agreements have been obtained from all secured creditors who have or may be entitled to a security interest in the Agricultural Product ranking ahead of the Administrator, including those listed in the Application or otherwise identified through lien search. The Producer agrees that upon default, the Administrator has the right to seize the Producer's Agricultural Product(s), and any Agricultural Product(s) produced in a subsequent Production Period, wherever situated, sell the Agricultural Product(s) as it sees fit, and apply the sales proceeds to reduce the Producer's debt owing to the Administrator arising from this Repayment Agreement, including interest and any legal default management costs, until fully repaid.

4.2 To further secure the Advance, the Producer hereby irrevocably assigns:

4.2.1 for all Eligible BRM Programs listed in the Application, as applicable, with the exception of AgriStability and ASRA, their current year payments under the Eligible BRM Program(s) to the Administrator to secure repayment of the debt owing by the Producer to the Administrator arising from this Repayment Agreement; or

4.2.2 where the Eligible BRM Program(s) listed in the Application, as applicable, are AgriStability and/or ASRA, their current year, and any future year, payments under the Eligible BRM Program(s) to the Administrator to secure repayment of the debt owing by the Producer to the Administrator arising from this Repayment Agreement.

The Producer agrees that these BRM Program payments will be paid automatically to the Administrator until the debt owing by the Producer to the Administrator arising from this Repayment Agreement is repaid in full. The Producer declares that the assignment of these BRM Program payments to the Administrator takes priority over any other security interest. The Producer confirms that all necessary signed priority agreements with any secured creditor have been obtained such that the Administrator's security interest in these BRM Program payments shall rank in priority to any other interests. The Producer agrees and understands that the Administrator may register financing statement(s) on these BRM Program payments at such provincial Property Security registries as the Administrator determines advisable. The Producer hereby waives all rights to receive from the Administrator a copy of any financing statement or confirmation statement issued at any time respecting the Administrator's security interest in these BRM Program payments.

4.3 Through no fault of the Producer, should the quantity of the Agricultural Product(s) used to secure the Advance not be sufficient to justify the outstanding Advance, the Administrator shall notify the Producer that they have **thirty (30) calendar days** to either repay the part of the outstanding amount of the Advance that exceeds the reduced coverage or make application for an advance on another Agricultural Product(s) and have the proceeds of the advance amount applied to the deficit. Failing this, the Producer will be declared in default.



- 4.4 Should the quantity of the Agricultural Product(s) used to secure the Advance be reduced, through an act of the Producer, and not be sufficient to justify the outstanding Advance, the Producer will be immediately declared in default.
- 4.5 Where a Reseeding Benefit is available and the Producer suffers a loss prior to the associated reseeding deadline, the Producer agrees to reseed in order to ensure that they continue to qualify for a full crop insurance indemnity should additional losses be experienced. Otherwise the Producer will be considered in an overpayment situation on the unsecured amount and will have **thirty (30) calendar days** from the reseeding deadline to repay the part of the outstanding amount of the Advance that exceeds the reduced coverage amount by the greater of ten thousand dollars (\$10,000) or ten percent (10%) of the total amount of the Advance or, if eligible, make application for an Advance on another Agricultural Product(s) and have the proceeds applied to the deficit. Failing this, the Producer will be declared in default.
- 4.6 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.
- 4.7 With the exception of addressing an overpayment as per Section 4.3, the Agricultural Product(s) used to secure an advance cannot be changed following receipt by the Administrator of the BRM Program Coverage Report, or of other means of confirmation of Production Units, and, per Sections 2.1 and 2.5 of these Terms and Conditions, payment to the Producer of either the second installment or 100 percent of the Maximum Eligible Advance.



2 (b) Issuance, Repayment, Security for Post-Production

2. Issuance of the Advance

- 2.1. The Administrator shall issue an Advance on a Storable Agricultural Product(s) – Post-Production calculated in accordance with the Application and using the Advance Rate(s) specific to that Storable Agricultural Product(s) – Post-Production. The Producer must have sufficient Agricultural Product(s) in storage to justify the Advance.
- 2.2. Any Advance on a Storable Agricultural Product(s), or any instalment on such an Advance, shall be issued prior to the date specified in Section 1.4 of these Terms and Conditions.
- 2.3. In applying for an Advance, the Administrator will charge the Producer a **non-refundable application fee of \$400**.
- 2.4. The Administrator may, with the consent of the producers, redistribute advances among related producers in order to maximize the interest-free benefits. Consent shall be provided through the signing of Part 3 (Declaration) of this Application and Repayment Agreement. Redistribution of advances in this way is not retroactive, but shall take effect on the day the change is made by the Administrator. The Administrator will notify affected producers of the resulting changes to their advances.

3. Repayment of the Advance

- 3.1. The Producer shall fully repay the amount of the Advance as specified in the Application, including accumulated interest and any fees or costs charged, to the Administrator by the end of the Production Period in accordance with the following:
 - 3.1.a. where an Agricultural Product(s), in respect of which the Advance is made, is **sold to a buyer** named by the Administrator, by authorizing each buyer to withhold from such proceeds an amount in respect of each sold unit of Agricultural Product(s) and at the Advance Rate(s) in effect at the time the Advance was issued (per the Application), and to remit to the Administrator such amounts withheld until all the Advances made to the Producer and the interest payable by the Producer on those Advances are repaid; or
 - 3.1.b. where the Producer otherwise sells or disposes of that portion of Agricultural Product(s) in respect of which the Advance is made, by paying directly to the Administrator for each unit of Agricultural Product(s) within **thirty (30) calendar days** of receipt of payment an amount at the Advance Rate(s) in effect at the time the Advance was issued (per the Application) 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;
- 3.2. Where Agricultural Product(s) in respect of which an Advance was made is sold or disposed of, the Producer shall provide proof of sale or disposal documentation to the Administrator no later than **twenty-one (21) calendar days** after the **end of the applicable Production Period**. A repayment schedule may be used in lieu of the requirement for the Producer to provide proof of sale, where agreed to by the Administrator.
- 3.3. In addition to the mandatory payments under Paragraphs 3.1.a, or 3.1.b, above, the Producer may choose to reimburse the Advance:
 - 3.3.a by making a repayment(s) without proof of sale prior to or on the last day of the Production Period up to the greater of \$10,000 or ten percent (10%) of the total amount of the Advance issued. If the Producer chooses to repay an amount in excess of such amounts without proof of sale of the Agricultural Product(s), the Producer will be charged an interest penalty at the rate outlined in Paragraph 6.1.c of these Terms and Conditions, on the excess amount from the day the Advance was issued to the day the repayment was made. The Producer has **thirty (30) calendar days** to pay the interest penalty or be declared in default;



- 3.3.b by paying directly to the Administrator any amount received by the Producer, not exceeding the proceeds evidenced by proof of sale;
- 3.3.c notwithstanding Paragraph 3.3.a of these Terms and Conditions, by making a repayment without providing proof of sale if the Administrator is satisfied that the Agricultural Product(s), in respect of which the Advance was made, has not been disposed of by the Producer at the time of the repayment. As such, third-party verification will need to be provided or an inspection conducted, and may be at the expense of the Producer, including the Administrator's **inspection fee** paid by the Producer ; or
- 3.3.d notwithstanding Paragraph 3.3.a of these Terms and Conditions, by making a repayment without providing proof of sale to repay an Advance taken on an Agricultural Product(s) listed in the attached schedule from the beginning of the Production Period until **January 31, 2026**, or until the end of the Production Period, whichever is earlier.
- 3.4. In the event that the Producer repays the amount of the Advance to the Administrator by selling the Agricultural Product(s) or part of the Agricultural Product(s) to a buyer in the manner described in Paragraph 3.1.a of these Terms and Conditions, the Producer shall:
- 3.4.a. indicate in writing to the Administrator to which buyer(s), named by the Administrator, the Agricultural Product(s) will be sold, prior to selling the product(s) to said buyer(s);
- 3.4.b. notify the Administrator immediately upon receiving any information to the effect that said buyer(s) is not promptly remitting to the Administrator the amount so withheld; and
- 3.4.c. remain liable to the Administrator for repayment of any part of the Advance where the said buyer(s) has failed to remit to the Administrator that part of the Advance withheld by it pursuant to its Agreement with the Administrator.
- 3.5. The Producer agrees that the full amount of repayments received by the Administrator will be applied first to the portion of the Advance on which the Minister pays the interest (interest-free) until it is repaid, before being applied to any other amount owing under this Repayment Agreement.
- 3.5.a the interest that accrues on the interest-bearing advance, until it is repaid;
- 3.5.b the interest-bearing advance;
- 3.5.c any penalties related to repayment without proof of sale and late repayment; and
- 3.5.d any other outstanding fees and/or costs charged by the Administrator until they are repaid.
- 3.6. If a Producer that is an individual (sole proprietor) dies or is declared legally incapable of making decisions, no interest penalty will be applied for failing to provide proof of sale or documentation of disposal.

4. Security Interests

- 4.1 The Producer hereby grants a continuing security interest in the Agricultural Product(s) used to obtain the Advance, and in any Agricultural Product(s) produced in a subsequent Production Period by the Producer and all proceeds, to the Administrator to secure repayment of the debt owing to the Administrator arising from this Repayment Agreement. The Producer declares that the Administrator's security interest in the Agricultural Product(s) shall rank prior to the interest of any other secured creditor. The Producer confirms that signed priority agreements have been obtained from all secured creditors who have or may be entitled to a security interest in the Agricultural Product ranking ahead of the Administrator, including those listed in the Application or otherwise identified through lien search. The Producer agrees that upon default, the Administrator has the right to seize the Producer's Agricultural Product(s), and any Agricultural Product(s) produced in a subsequent Production Period, wherever situated, sell the Agricultural Product(s) as it sees fit and



apply the sales proceeds to reduce the Producer's debt owing to the Administrator arising from this Repayment Agreement, including interest and any default management costs, until fully repaid.

- 4.2 Through no fault of the Producer, should the quantity of the Agricultural Product(s) used to secure the Advance not be sufficient to justify the outstanding Advance, the Administrator shall notify the Producer that they have **thirty (30) calendar days** to either repay the part of the outstanding Advance that exceeds the reduced coverage or make application for an advance on another Agricultural Product(s) and have the proceeds of the advance amount applied to the deficit. Failing this, the Producer will be declared in default.
- 4.3 Should the quantity of the Agricultural Product(s) used to secure the Advance be reduced, through an act of the Producer, and not be sufficient to cover the outstanding Advance, the Producer will be immediately declared in default.
- 4.4 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.
- 4.5 With the exception of addressing an overpayment as per Section 4.2, the Agricultural Product(s) used to secure an advance cannot be changed once the advance has been issued.



2 (c) Issuance, Repayment, Security for Livestock with AgriStability

2. Issuance of the Advance

- 2.1. The Administrator shall issue an Advance based on the inventory(ies) of eligible Livestock and corresponding Advance Rate(s) listed in the Application and which is in accordance with the Application upon the execution of this Repayment Agreement by the Administrator. The Producer must provide a BRM Program Coverage Report demonstrating participation in the Eligible BRM Program(s) listed in the Application.
- 2.2. Any Advance on eligible Livestock, whether for a standard or Continuous Flow Operation, or any instalment on such an Advance, shall be issued prior to the date specified in Subsections 1.5 of these Terms and Conditions, as applicable.
- 2.3. In applying for an Advance, the Administrator will charge the Producer a **non-refundable application fee of \$400**.
- 2.4. The Administrator may, with the consent of the producers, redistribute advances among related producers in order to maximize the interest-free benefits. Consent shall be provided through the signing of Part 3 (Declaration) of this Application and Repayment Agreement. Redistribution of advances in this way is not retroactive, but shall take effect on the day the change is made by the Administrator. The Administrator will notify affected producers of the resulting changes to their advances.

3. Repayment of the Advance

- 3.1. The Producer shall fully repay the amount of the Advance as specified in the Application, including accumulated interest and any costs/fees charged to the Producer, to the Administrator by the end of the Production Period in accordance with the following:
 - 3.1.a. where an Agricultural Product(s), in respect of which the Advance is made, is **sold to a buyer** named by the Administrator, by authorizing each buyer to withhold from such proceeds an amount in respect of each sold unit of Agricultural Product(s) and at the Advance Rate(s) in effect at the time the Advance was issued (per the Application), and to remit to the Administrator such amounts withheld until all the Advances made to the Producer and the interest payable by the Producer on those Advances are repaid; or
 - 3.1.b. **for a Standard Advance**, where the Producer otherwise sells or disposes of that portion of Agricultural Product(s) in respect of which the Advance is made, by paying directly to the Administrator for each unit of Agricultural Product(s) within **thirty (30) calendar days** of receipt of payment, an amount at the Advance Rate(s) in effect at the time the Advance was issued (per the Application) 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; or
 - 3.1.c. **for a Continuous Flow Advance**, where the Producer otherwise sells or disposes of that portion of Agricultural Product(s) in respect of which the Advance is made, by paying directly to the Administrator for each unit of Agricultural Product(s) within **twelve (12) months** from the date the Advance was made but **no later than the end of the Production Period**, an amount at no less than the Advance Rate(s) in effect at the time the Advance was issued (per the Application) until all the Advances made to the Producer and the interest payable by the Producer on those Advances are repaid.
- 3.2. Where Agricultural Product(s) in respect of which an Advance was made is sold or disposed of, the Producer shall provide proof of sale or disposal documentation to the Administrator no later than **twenty-one (21) calendar days** after the **end of the applicable Production Period**.
- 3.3. In addition to the mandatory payments under Paragraphs 3.1.a, 3.1.b, or 3.1.c of these Terms and Conditions above, the Producer may choose to reimburse the Advance:



- 3.3.a. by making a repayment(s) without proof of sale prior to or on the last day of the Production Period of up to the greater of \$10,000 or ten percent (10%) of the total amount of the Advance issued. If the Producer chooses to repay an amount in excess of such amounts without providing proof of sale for the Agricultural Product(s), the Producer will be charged an interest penalty at the rate outlined in Paragraph 6.1.c of these Terms and Conditions, on the excess amount from the day the Advance was issued to the day the repayment was made. The Producer shall have **thirty (30) calendar days** to pay the interest penalty or be declared in default; or
- 3.3.b. by assigning or paying directly to the Administrator any amount payable to or received by the Producer under an Eligible BRM Program listed in the Application 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 the Eligible BRM Program in excess of the outstanding Advance to the Producer within **seven (7) calendar days** of receipt; or
- 3.3.c. by paying directly to the Administrator any amount received by the Producer, not exceeding the proceeds evidenced by proof of sale; or
- 3.3.d. notwithstanding Paragraph 3.3.a of these Terms and Conditions, by making a repayment without providing proof of sale if the Administrator is satisfied that the Agricultural Product(s), in respect of which the Advance was made, has not been disposed of by the Producer at the time of repayment. As such, third-party verification will need to be provided or an inspection conducted, and may be at the expense of the Producer, including the Administrator's **inspection fee** paid by the producer.
- 3.4. In the event that the Producer repays the amount of the Advance to the Administrator by selling the Agricultural Product(s) or part of the Agricultural Product(s) to a buyer(s) in the manner described in Paragraph 3.1.a of these Terms and Conditions, the Producer shall:
- 3.4.a. indicate in writing to the Administrator to which buyer(s), named by the Administrator, the Agricultural Product(s) will be sold, prior to selling said product(s) to said buyer(s);
- 3.4.b. notify the Administrator immediately upon receiving any information to the effect that said buyer(s) is not promptly remitting to the Administrator the amount so withheld; and
- 3.4.c. remain liable to the Administrator for repayment of any part of the Advance where said buyer(s) has failed to remit to the Administrator that part of the Advance withheld by it pursuant to its Agreement with the Administrator.
- 3.5. The Producer agrees that the full amount of repayments received by the Administrator will be applied first to the portion of the Advance on which the Minister pays the interest (i.e., the interest-free portion) until it is repaid, before being applied to any other amount owing under this Repayment Agreement, in the following order:
- 3.5.a the interest that accrues on the interest-bearing advance, until it is repaid;
- 3.5.b the interest-bearing advance;
- 3.5.c any penalties related to repayment without proof of sale and late repayment; and
- 3.5.d any other outstanding fees and/or costs charged by the Administrator until they are repaid.
- 3.6. If a Producer that is an individual (sole proprietor) dies or is declared legally incapable of making decisions, no interest penalty will be applied for failing to provide proof of sale or documentation of disposal.



4. Security Interests

- 4.1. The Producer hereby grants a continuing security interest in the Agricultural Product(s) used to obtain the Advance, and in any Agricultural Product(s) produced in a subsequent Production Period by the Producer and all proceeds of such, to the Administrator to secure repayment of the debt owing to the Administrator arising from this Repayment Agreement. The Producer declares that the Administrator's security interest in the Agricultural Product(s) shall rank prior to the interest of any other secured creditor. The Producer confirms that signed priority agreements have been obtained from all secured creditors who have or may be entitled to a security interest in the Agricultural Product ranking ahead of the Administrator, including those listed in the Application or otherwise identified through lien search. The Producer agrees that upon default, the Administrator has the right to seize the Producer's Agricultural Product(s), and any Agricultural Product(s) produced in a subsequent Production Period, wherever situated, sell the Agricultural Product(s) as it sees fit, and apply the sales proceeds to reduce the Producer's debt owing to the Administrator arising from this Repayment Agreement, including interest and any default management costs, until fully repaid.
- 4.2. To further secure the Advance, the Producer hereby irrevocably assigns their current year, and any future year, payments under the Eligible BRM Program(s) listed in the Application to the Administrator to secure repayment of the debt owing under this Application and Repayment Agreement until it is fully repaid. The Producer agrees that once in default these BRM Program payments will be paid automatically to the Administrator to offset the debt owing under this Repayment Agreement is repaid in full. The Producer declares that the assignment of these BRM Program payments to the Administrator takes priority over any other security interest. The Producer confirms that all necessary signed priority agreements with any secured creditor have been obtained such that the Administrator's security interest in these BRM Program payments ranks in priority to any other interests. The Producer agrees and understands that the Administrator may register financing statement(s) on these BRM Program payments at such provincial Property Security registries as the Administrator determines advisable. The Producer hereby waives all rights to receive from the Administrator a copy of any financing statement or confirmation statement issued at any time respecting the Administrator's security interest in these BRM Program payments.
- 4.3. **For a Continuous Flow Operation**, the level of inventory on which the Advance was calculated must be the minimum inventory maintained throughout the Advance Cycle.
- 4.4. Through no fault of the Producer, should the quantity of the Agricultural Product(s) used to secure the Advance not be sufficient to justify the outstanding Advance, the Administrator shall notify the Producer that they have **thirty (30) calendar days** to either repay the part of the outstanding Advance that exceeds the reduced coverage or make application for an advance on another Agricultural Product(s) and have the proceeds of the advance amount applied to the deficit. Failing this, the Producer will be declared in default. Upon reimbursement of the part of the outstanding Advance that exceeded the reduced coverage, if the Advance was under the terms and conditions for a Continuous Flow Operation, the Producer remains eligible for said terms and conditions on the outstanding balance of the Advance.
- 4.5. Should the quantity of the Agricultural Product used to secure the Advance be reduced, through an act of the Producer, and not be sufficient to cover the outstanding Advance, the Producer will be immediately declared in default. If the outstanding Advance was under the terms and conditions for a Continuous Flow Operation, the Administrator must also notify the Producer of the loss of the benefits under the terms and conditions for Continuous Flow Operations and that a repayment will have to be made with every subsequent sale.
- 4.6. 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.



- 4.7. With the exception of addressing an overpayment as per Section 4.4, the Agricultural Product(s) used to secure an advance cannot be changed following receipt by the Administrator of the BRM Program Coverage Report or of other means of confirmation of Production Units.



2 (d) Issuance, Repayment, Security for Livestock with LPI

2. Issuance of the Advance

- 2.1 The Administrator shall issue an Advance based on the Inventory(ies) of eligible Livestock and corresponding Advance Rate(s) listed in the Application and which is in accordance with the Application upon the execution of this Repayment Agreement by the Administrator. The Producer must provide a LPI Program Coverage Report demonstrating participation in the program.
- 2.2 Any Advance on eligible Livestock or any instalment on such an Advance, shall be issued prior to the date specified in Subsections 1.5 of these Terms and Conditions, as applicable.
- 2.3 In applying for an Advance, the Administrator will charge the Producer a **non-refundable application fee of \$400**.
- 2.4 The Administrator may, with the consent of the producers, redistribute advances among related producers in order to maximize the interest-free benefits. Consent shall be provided through the signing of Part 3 (Declaration) of this Application and Repayment Agreement. Redistribution of advances in this way is not retroactive, but shall take effect on the day the change is made by the Administrator. The Administrator will notify affected producers of the resulting changes to their advances.

3 Repayment of the Advance

- 3.1 The Producer shall fully repay the amount of the Advance issued to the Producer as specified in the Application, including accumulated interest and any costs/fees charged to the Producer, to the Administrator by the end of the Production Period in accordance with the following:
 - 3.1a where an Agricultural Product(s), in respect of which the Advance is made, is **sold to a buyer** named by the Administrator, by authorizing each buyer to withhold from such proceeds an amount in respect of each sold unit of Agricultural Product(s) and at the Advance Rate(s) in effect at the time the Advance was issued (per the Application), and to remit to the Administrator such amounts withheld until all the Advances made to the Producer and the interest payable by the Producer on those Advances are repaid;
 - 3.1b where the Producer otherwise sells or disposes of that portion of Agricultural Product(s) in respect of which the Advance is made, by paying directly to the Administrator for each unit of Agricultural Product(s) within **thirty (30) calendar days** of receipt of payment, an amount at the Advance Rate(s) in effect at the time the Advance was issued (per the Application) 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; or
 - 3.1c where the Producer has assigned or otherwise agreed to transfer, payments from LPI to the Administrator, the Producer agrees that that these payments will be applied by the Administrator, within **five (5) calendar days** of receipt, until the amount of the outstanding Advance and the interest payable by the Producer is repaid. The Administrator will reimburse any amount received from LPI in excess of the outstanding Advance to the Producer within **seven (7) calendar days** of receipt.
- 3.2 Where Agricultural Product(s) in respect of which an Advance was made is sold or disposed of, the Producer shall provide proof of sale or disposal documentation to the Administrator no later than **twenty-one (21) calendar days** after the **end of the applicable Production Period**.
- 3.3 In addition to the mandatory payments under Paragraphs 3.1.a, 3.1.b, or 3.1.c of these Terms and Conditions above, the Producer may choose to reimburse the Advance:



- 3.3a by making a repayment(s) without proof of sale prior to or on the last day of the Production Period of up to the greater of \$10,000 or ten percent (10%) of the total amount of the Advance issued. If the Producer chooses to repay an amount in excess of such amounts without providing proof of sale for the Agricultural Product(s), the Producer will be charged an interest penalty at the rate outlined in Paragraph 6.1.c of these Terms and Conditions, on the excess amount from the day the Advance was issued to the day the repayment was made. The Producer shall have **thirty (30) calendar days** to pay the interest penalty or be declared in default;
- 3.3b by paying directly to the Administrator any amount received by the Producer, not exceeding the proceeds evidenced by proof of sale; or
- 3.3c notwithstanding Paragraph 3.3.a of these Terms and Conditions, by making a repayment without providing proof of sale if the Administrator is satisfied that the Agricultural Product(s), in respect of which the Advance was made, has not been disposed of by the Producer at the time of the repayment. As such, third-party verification will need to be provided or an inspection conducted, and may be at the expense of the Producer, including the Administrator's **inspection fee** paid by the Producer.
- 3.4 In the event that the Producer repays the amount of the Advance to the Administrator by selling the Agricultural Product(s) or part of the Agricultural Product(s) to a buyer(s) in the manner described in Paragraph 3.1.a of these Terms and Conditions, the Producer shall:
- 3.4a indicate in writing to the Administrator to which buyer(s), named by the Administrator, the Agricultural Product(s) will be sold, prior to selling said product(s) to said buyer(s);
- 3.4b notify the Administrator immediately upon receiving any information to the effect that said buyer(s) is not promptly remitting to the Administrator the amount so withheld; and
- 3.4c remain liable to the Administrator for repayment of any part of the Advance where said buyer(s) has failed to remit to the Administrator that part of the Advance withheld by it pursuant to its Agreement with the Administrator.
- 3.5 The Producer agrees that the full amount of repayments received by the Administrator will be applied first to the portion of the Advance on which the Minister pays the interest (i.e., the interest-free portion) until it is repaid, before being applied to any other amount owing under this Repayment Agreement, in the following order:
- 3.5.a the interest that accrues on the interest-bearing advance, until it is repaid;
- 3.5.b the interest-bearing advance;
- 3.5.c any penalties related to repayment without proof of sale and late repayment; and
- 3.5.d any other outstanding fees and/or costs charged by the Administrator until they are repaid.
- 3.6 If a Producer that is an individual (sole proprietor) dies or is declared legally incapable of making decisions, no interest penalty will be applied for failing to provide proof of sale or documentation of disposal.



4 Security Interests

- 4.1 The Producer hereby grants a continuing security interest in the Agricultural Product(s) used to obtain the Advance, and in any Agricultural Product(s) produced in a subsequent Production Period by the Producer and all proceeds of such, to the Administrator to secure repayment of the debt owing to the Administrator arising from this Repayment Agreement. The Producer declares that the Administrator's security interest in the Agricultural Product shall rank prior to the interest of any other secured creditor. The Producer confirms that signed priority agreements have been obtained from all secured creditors who have or may be entitled to a security interest in the Agricultural Product ranking ahead of the Administrator, including those listed in the Application or otherwise identified through lien search. The Producer agrees that upon default, the Administrator has the right to seize the Producer's Agricultural Product(s), and any Agricultural Product(s) produced in a subsequent Production Period, wherever situated, sell the Agricultural Product(s) as it sees fit and apply the sales proceeds to reduce the Producer's debt owing to the Administrator arising from this Application and Repayment Agreement, including interest and any default management costs, until fully repaid.
- 4.2 To further secure the Advance, the Producer hereby irrevocably assigns their current year payments under Eligible BRM Program to the Administrator to secure repayment of the debt owing by the Producer to the Administrator arising from this Application and Repayment Agreement. The Producer agrees that once in default all these BRM Program payments will be paid automatically to the Administrator to offset the debt owing by the Producer to the Administrator arising from this Application and Repayment Agreement is repaid in full. The Producer declares that the assignment of these BRM Program payments to the Administrator takes priority over any other security interest. The Producer confirms that all necessary signed priority agreements with any secured creditor have been obtained such that the Administrator's security interest in these BRM Program payments shall rank in priority to any other interests. The Producer agrees and understands that the Administrator may register financing statement(s) on these BRM Program payments at such provincial Property Security registries as the Administrator determines advisable. The Producer hereby waives all rights to receive from the Administrator a copy of any financing statement or confirmation statement issued at any time respecting the Administrator's security interest in these BRM Program payments.
- 4.3 The Producer agrees to provide continuous LPI coverage of at least **two (2) times** the value of the APP Advance. The Producer agrees to notify the Administrator of their intention to renew their LPI contract at least **ten (10) calendar days** prior to the expiration of the LPI contract used to secure this APP Advance. If the Producer does not renew their LPI contract, of at least **two (2) times** the value of the APP Advance, the Producer must repay their Advance in full, repay the value of the Advance in excess of the LPI security value, or provide to the Administrator an alternative Eligible Form of Security within **sixty (60) calendar days** of the expiration date of the LPI contract used to secure the APP Advance. If the Producer fails to do so, the Administrator will place the Producer in default as described in Section 5 of these Terms and Conditions.
- 4.4 Through no fault of the Producer, should the quantity of the Agricultural Product(s) used to secure the Advance not be sufficient to justify the outstanding Advance, the Administrator shall notify the Producer that they have **thirty (30) calendar days** to either repay the part of the outstanding amount of the Advance that exceeds the reduced coverage or make application for an advance on another Agricultural Product(s) and have the proceeds of the advance amount applied to the deficit. Failing this, the Producer will be declared in default.



- 4.5 Should the quantity of the Agricultural Product(s) used to secure the Advance be reduced, through an act of the Producer, and not be sufficient to justify the outstanding Advance, the Producer will be immediately declared in default.
- 4.6 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.
- 4.7 With the exception of addressing an overpayment as per Section 4.4, the Agricultural Product(s) used to secure an advance cannot be changed following receipt by the Administrator of the BRM Program Coverage Report or of other means of confirmation of Production Units,



3.0 (a) Declaration & Attestation for Individuals

3.1 Declaration of the applicant

For the purposes of this Declaration, the Administrator means Alberta Grains (FarmCash)

Eligibility

- 1) I am applying as an individual for an Advance payment pursuant to the Advance Payments Program (APP).
- 2) I am of the age of majority in the province where the farming operation is located and a Canadian Citizen or a permanent resident.
- 3) I am the Producer of the Agricultural Product(s) for which this Application is made, the owner of the Agricultural Product(s), responsible for marketing it, and it will be sold in my name.
- 4) Neither I, nor any of Related Producers listed in this Application and Repayment Agreement are in default under any Repayment Agreement pursuant to the Advance Payments for Crops Act (APCA), the Prairie Grain Advance Payments Act (PGAPA), the Spring Credit Advance Program (SCAP), the Enhanced Spring Credit Advance Program (ESCAP) or the Agricultural Marketing Programs Act (AMPA).
- 5) Neither I, nor any of Related Producers listed in this Application and Repayment Agreement are ineligible under any Repayment Agreement made pursuant to the Agricultural Marketing Programs Act (AMPA), the Spring Credit Advance Program (SCAP) or the Enhanced Spring Credit Advance Program (ESCAP).
- 6) I declare that I have not recently filed a notice of intention to make a proposal or made a proposal under the Bankruptcy and Insolvency Act, am not subject to a receiving order under that Act, am not bankrupt or seeking protection under any other insolvency or bankruptcy related statute such as the Companies' Creditors Arrangement Act and the Farm Debt Mediation Act.

Other Advances

- 7) I have disclosed on the Application all advances that I have requested and/or have outstanding from this or other administrators for this or any other Program Year, including defaults on these advances where applicable.

Related Producers

- 8) I am not related, as defined for the purposes of the program, to any other Producer participating in this program, with the exception of those listed in this Application and Repayment Agreement.
- 9) I have provided to the Administrator the necessary information and/or documentation to rebut the presumption of relatedness or to attribute the amounts advanced to Related Producers in accordance with Subsection 9(2) and 20(2) of the Act.
- 10) I consent to the Administrator redistributing advances among me and my related producers in order to maximize the interest-free benefits. I understand that in consenting, this redistribution may result in a reduction of the interest-free portion of my advance, meaning that a portion may become interest-bearing and I will be therefore be responsible for paying the interest on it. I understand that the Administrator will notify me of any redistribution affecting my advance.

Security – Agricultural Product(s)

- 11) I declare that I grant a continuing security interest in the Agricultural Product(s) used to obtain the Advance, and in any Agricultural Product(s) I produce in a subsequent Production Period and all proceeds of such, to the Administrator to secure the APP Advance.



- 12) If I am requesting an Advance on a Storable Agricultural Product(s) in Post-production or Livestock, I have sufficient Agricultural Product(s) in storage to justify the amount advanced as outlined in this Application and Repayment Agreement.
- 13) I declare that in the case of Agricultural Product(s) that is: Storable, Non-Storable, or Livestock, it is of marketable quality and will remain so until disposed of in accordance with the Repayment Agreement.
- 14) I understand that Agricultural Product failure, spoilage, shrinkage, or the bankruptcy of the buyer does not relieve me from the obligation to repay the advance(s).
- 15) I will notify the Administrator immediately of any material loss, destruction or damage to the Agricultural Product(s) used to secure the advance(s) under this Repayment Agreement.
- 16) I have listed on the Application all secured creditors that have or may have a security interest in the Agricultural Product(s) with respect to which this Application is made.
- 17) No other person than those listed in this Application and Repayment Agreement has an interest in the Agricultural Product(s) with respect to which this Application is made.
- 18) I have submitted to the Administrator the duly completed Priority Agreement(s) required for every secured creditor that holds a lien or encumbrance on the Agricultural Product(s) listed in this Application and Repayment Agreement.
- 19) I declare that I have multi-peril insurance on my farming operation which includes coverage for all Livestock and/or Storable Agricultural Product(s) that are kept/stored on the farming operation for the purposes of this Repayment Agreement, and/or that where Livestock and/or Storable Agricultural Product(s) are stored with commercial storage facilities, that I have confirmed that these storage facilities have such multi-peril insurance.

Security – BRM Program(s)

- 20) As indicated in this Application, I have made an application for Production Insurance and/or am participating in an eligible Business Risk Management (BRM) program as outlined in this Application and Repayment Agreement and I have submitted a duly completed BRM Assignment Agreement(s) as required for the specific class(es) of Agricultural Product(s).
- 21) I will notify the Administrator immediately of any changes to the coverage provided by the Eligible BRM Program(s) used to secure the advance(s) under this Repayment Agreement.
- 22) I have listed on the Application all secured creditors that have an assignment on the proceeds of the Eligible BRM Program(s) used to secure this Advance, as applicable.
- 23) I have submitted to the Administrator the duly completed Priority Agreement(s) required for every secured creditor that has an assignment on the proceeds of the Eligible BRM Program(s) used to secure this Advance, as applicable.
- 24) No other person has an assignment on the proceeds of the Eligible BRM Program(s) used to secure this Advance, as applicable.

Default

- 25) I acknowledge that, in the event of a default, I may be denied access to other federal agricultural support programming or, alternatively the Minister of Agriculture and Agri-Food reserves the right to off-set from such support a sum equal to the outstanding amount and related interest charges and recovery costs.
- 26) 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.



Personal Information and Privacy

27) I have read the following privacy notice informing me of AAFC's use of my personal and business information.

The personal and/or business information collected through these forms or otherwise collected for the purposes of my application and/or participation under Program, is collected under the authority of Section 10 of the Agricultural Marketing Programs Act.

By signing this Declaration form, I am indicating that I understand and consent to the following:

The APP is a federal program delivered by third-party Administrators, which will collect and use my personal and/or business information to administer the program on AAFC's behalf.

All non-federal government organizations are obligated to protect personal information in accordance with the Personal Information Protection and Electronic Documents Act (PIPEDA) or under legislation applicable within their jurisdiction.

I authorize the Administrator to:

- (a) collect my personal and/or business information contained in, with, or pursuant to this Application and Repayment Agreement and other APP forms;
- (b) disclose my personal and/or business information, as well as associated records and documentation, to Agriculture and Agri-Food Canada for the purposes of administering the program, as well as for purposes that include but are not limited to those listed below; and
- (c) disclose my personal and/or business information, as well as associated records and documentation, to the lender, other APP Administrators, provincial governments, their agencies and administrators of other Eligible BRM Programs, for the purposes of verifying APP entitlements, assignments and realization of security.

I understand that for further information regarding the use of my personal and/or business information by the APP Administrator or to make a formal request for access to my personal information, I can contact the Administrator through which I am applying.

Personal and/or business information disclosed to AAFC will be used to administer the program in accordance with the Privacy Act and Access to Information Act. Personal and/or business information disclosed to AAFC may also be used for purposes that include but are not limited to:

- (a) assessment, auditing, statistical and other types of analysis and evaluation of the Program;
- (b) evaluating the scope, direction and effectiveness of the Program and other federal agricultural programming in Canada; and
- (c) contact me so as to conduct surveys relating to the delivery of this Program and other federal agricultural programming in Canada.

I understand that if the Advance goes into Default, and the Default amount is repaid by the Minister under the Guarantee, becoming a debt due to the Crown, my information, including the amount owed, will be shared with other organizations, including credit bureaus.

I have the right to request access to and correction of my personal information. Should I have questions concerning my personal information and its accuracy, use, or privacy, I understand that I can contact:



**Access to Information and Privacy Director
Agriculture and Agri-Food Canada,
Floor 10, 1341 Baseline Road, Tower 7
Ottawa ON K1A 0C5
email: AAFC.Privacy-vieprivee.AAC@AGR.GC.CA**

and reference AAFC's Personal Information Bank: Agricultural Marketing Programs Act: Advance Payments Program, PPU 140 (2025).

Information on the Privacy Act and Access to Information Act is available at the following website: <https://laws-lois.justice.gc.ca/>. For further information about these Acts please contact the Access to Information and Privacy Director at AAFC.ATIP-AIPRP.ACC@AGR.GC.CA.

General

- 28) I understand that the Advance Rate per unit used to calculate my Eligible Advance was obtained by subtracting the Administrator's Percentage of three from 100%, and applying this factor to the maximum advance rate per production unit as determined by the Minister in accordance with 19 (2) of the AMPA.
- 29) I acknowledge that when the Administrator receives a payment in accordance with the Terms and Conditions of this Repayment Agreement, the Administrator must first apply it to reduce the portion on which the Minister pays the interest.
- 30) I agree that a credit check and an inspection of the Agricultural Product(s) may be performed prior to issuing an advance and at any time while I have advances outstanding under the program.
- 31) 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.
- 32) Pursuant to Section 23(4) of the AMPA, I agree that if I reside in a province where the legislation allows for the extension of the limitation period, to extend the limitation period of six (6) years from the day on which the Minister is subrogated as per the Terms and Conditions of the Application and Repayment Agreement for the purpose of initiating actions or proceedings to recover any amounts owed to the Crown.
- 33) I understand that an appeal process is in place for cases where the Application is rejected. I understand that the appeal will be reviewed by knowledgeable program staff who did not participate in the initial decision to reject the Application and that the appeal process concerns only program eligibility. I will not be able to appeal the advance amount(s) it is determined that I am eligible to receive under the program.

Application and Repayment Agreement

- 34) I declare that this Application is consistent with the purpose of the APP.
- 35) I certify that all of the information provided in this Application is true and correct in every respect.
- 36) I understand that failing to comply with application requirements may delay the processing of the Application or may render me ineligible for receiving an advance under the Program.
- 37) I understand that misrepresenting information and/or failing to disclose information that may be deemed important for the verification of the advance Application, repayment of the advance, or payment of program penalties, may result in all benefits under the APP being forfeit (default), and/or an APP ineligibility period of five (5) years, or a period agreed to by the Administrator and the



Minister, exclusion from this and/or other Agriculture and Agri-Food Canada programs, and/or prosecution.

- 38) I have read all the Terms and Conditions of the Repayment Agreement which are attached to and form part of this Application and agree to comply with such Terms and Conditions.



3.0 (b) Declaration for Corporations, Cooperatives, or Partnerships

3.1 Declaration of the applicant

For the purposes of this Declaration, the Administrator means Alberta Grains (FarmCash)

Eligibility

- 1) As it applies:
 - a. I am applying, on behalf of the Corporation/Cooperative which I represent, for an Advance pursuant to the APP; or
 - b. We, being all the Partners of the Partnership stated in this Application (herein referred to as the "Partners"), are applying for an Advance pursuant to the APP.
- 2) I, one of the Partners/Shareholders/Members/Authorized Officer, am of the age of majority in the province where the farming operation is located and declare that the Corporation/Cooperative/Partnership is controlled by a Canadian Citizen(s) or a permanent resident(s).
- 3) Partners/Shareholders/Members who have an interest in the entity are listed in this Application and Repayment Agreement.
- 4) The Corporation/Cooperative/Partnership, or at least one of its Partners/Shareholders/Members, is the Producer of the Agricultural Product(s) for which this Application is made. It is/we are the owner of the Agricultural Product(s), are responsible for marketing it and it will be sold in its/our name.
- 5) Neither the Corporation/Cooperative/Partnership, any of the Partners/Shareholders/Members listed in this Application and Repayment Agreement, nor any of the Producers listed in this Application and Repayment Agreement, are in default under any Repayment Agreement pursuant to the Advance Payments for Crops Act (APCA), the Prairie Grain Advance Payments Act (PGAPA), the Spring Credit Advance Program (SCAP), the Enhanced Spring Credit Advance Program (ESCAP) or the Agricultural Marketing Programs Act (AMPA).
- 6) Neither the Corporation/Cooperative/Partnership, any of the Partners/Shareholders/Members listed in this Application and Repayment Agreement, nor any of the Producers listed in this Application and Repayment Agreement, are ineligible under any Repayment Agreement and/or Default Repayment Agreement made pursuant to the Agricultural Marketing Programs Act (AMPA), the Spring Credit Advance Program (SCAP) or the Enhanced Spring Credit Advance Program (ESCAP).
- 7) I declare that I, or the Partners/Shareholders/Members, or the Partnership/Corporation/Cooperative, as applicable, have not recently filed a notice of intention to make a proposal or made a proposal under the Bankruptcy and Insolvency Act; are not subject to a receiving order under that Act; are not bankrupt or seeking protection under any other insolvency or bankruptcy related statute such as the Companies' Creditors Arrangement Act and the Farm Debt Mediation Act.

Other Advances

- 8) I, or the Partners, as applicable, have disclosed on the Application all advances that the Corporation/Cooperative/Partnership, or any of the Partners/Shareholders/Members, have requested and/or have outstanding from this or other administrators for this or any other Program Year, including defaults on these advances where applicable.



Related Producers

- 9) The Corporation/Cooperative/Partnership is not related, as defined for the purposes of the program, to any other Producer participating in this program, with the exception of those listed in this Application and Repayment Agreement.
- 10) I, or the Partners, as applicable, have provided to the Administrator the necessary information and/or documentation to rebut the presumption of relatedness or to attribute the amounts advanced to Related Producers in accordance with Subsection 9(2) and 20(2) of the Act.
- 11) The Corporation/Cooperative/Partnership that I represent consents to the Administrator redistributing advances among it and its related producers in order to maximize the interest-free benefits. I understand that in consenting, this redistribution may result in a reduction of the interest-free portion of its advance, meaning that a portion may become interest-bearing and it will therefore be responsible for paying the interest on it. The Corporation/Cooperative/Partnership that I represent understands that the Administrator will notify it of any redistribution affecting its advance.

Security – Agricultural Product(s)

- 12) I declare, on behalf of the Corporation/Cooperative/Partnership that I/we represent, that it grants a continuing security interest in the Agricultural Product(s) used to obtain the Advance, and in any Agricultural Product(s) it produces in a subsequent Production Period and all proceeds of such, to the Administrator to secure the APP Advance.
- 13) The Corporation/Cooperative/Partnership that I/we represent, as the case may be, that is requesting an Advance on a Storable Agricultural Product(s) in Post-Production or Livestock, have sufficient Agricultural Product(s) in storage to justify the amount advanced as outlined in this Application and Repayment Agreement.
- 14) I declare that in the case of Agricultural Product(s) that is: Storable, Non-Storable, or Livestock, it is of marketable quality and will remain so until disposed of in accordance with the Repayment Agreement.
- 15) I, or the Partners, as applicable, understand that Agricultural Product failure, spoilage, shrinkage, or the bankruptcy of the buyer does not relieve the Corporation/Cooperative/Partnership from the obligation to repay the advance(s).
- 16) I will notify the Administrator immediately of any material loss, destruction or damage to the Agricultural Product(s) used to secure the advance(s) under this Repayment Agreement.
- 17) I have listed on the Application all secured creditors that have or may have a security interest in the Agricultural Product(s) with respect to which this Application is made.
- 18) No other person than those listed in this Application and Repayment Agreement has a security interest in the Agricultural Product(s) with respect to which this Application is made.
- 19) I, or the Partners, as applicable, have submitted to the Administrator the duly completed Priority Agreement(s) required for every secured creditor that holds a lien or encumbrance on the Agricultural Product(s).
- 20) I declare that I, or the Partners/Shareholders/Members, or the Partnership/Corporation/Cooperative have multi-peril insurance on the Partnership/Corporation/Cooperative's farming operation which includes coverage for all Livestock and/or Storable Agricultural Product(s) that are kept/stored on this farming operation for the purposes of this Repayment Agreement, and/or that where Livestock and/or Storable Agricultural Product(s) are stored with commercial storage facilities, that I, or the Partners/Shareholders/Members, or the Partnership/Corporation/Cooperative have confirmed that these storage facilities have such multi-peril insurance.



Security – BRM Program(s)

21) As indicated in this Application:

- a. The Corporation/Cooperative that I represent has made an application for Production Insurance and/or is participating in an Eligible Business Risk Management (BRM) Program as outlined in this Application and Repayment Agreement and I, being authorized to certify on behalf of the Corporation/Cooperative, declare having submitted a duly completed BRM Assignment Agreement(s) as required for the specific class(es) of Agricultural Product(s).
 - b. We, the Partners, have made an application for Production Insurance and/or are participating in an Eligible BRM Program as outlined in this Application and Repayment Agreement and we further certify having submitted duly completed BRM Assignment Agreement(s) as required for the specific class(es) of Agricultural Product(s).
- 22) I or the Partners, as applicable, will notify the Administrator immediately of any changes to the coverage provided by the Eligible BRM Program(s) used to secure the advance(s) under this Repayment Agreement.
- 23) I have listed on the Application all secured creditors that have an assignment on the proceeds of the Eligible BRM Program(s) used to secure this Advance, as applicable.
- 24) I or the Partners, as applicable, have submitted to the Administrator the duly completed Priority Agreement(s) required for every secured creditor that has an assignment on the proceeds of the Eligible BRM Program(s) used to secure this Advance, as applicable.
- 25) No other person has an assignment on the proceeds of the Eligible BRM Program(s) used to secure this Advance, as applicable.

Default

- 26) I or the Partners, as applicable, acknowledge that, in the event of a default, the Corporation/Cooperative/Partnership or its Shareholders/Members/Partners may be denied access to other federal agricultural support programming or, alternatively the Minister of Agriculture and Agri-Food reserves the right to off-set from such support a sum equal to the outstanding amount and related interest charges and recovery costs.
- 27) I or the Partners/Shareholders/Members, as applicable, 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.

Personal Information and Privacy

- 28) I have read and acknowledge the following privacy notice informing me of AAFC's use of my personal and business information.

The personal and/or business information collected through these forms or otherwise collected for the purposes of my application and/or participation under Program, is collected under the authority of Section 10 of the *Agricultural Marketing Programs Act*.

By signing this Declaration form, I am indicating that I understand and consent to the following:

The APP is a federal program delivered by third-party Administrators, which will collect and use my personal and/or business information to administer the program on AAFC's behalf.

All non-federal government organizations are obligated to protect personal information in accordance with the *Personal Information Protection and Electronic Documents Act* (PIPEDA) or under legislation applicable within their jurisdiction.



I authorize the Administrator to:

- (a) collect my personal and/or business information contained in, with, or pursuant to this Application and Repayment Agreement and other APP forms;
- (b) disclose my personal and/or business information, as well as associated records and documentation, to Agriculture and Agri-Food Canada for the purposes of administering the program, as well as for purposes that include but are not limited to those listed below; and
- (c) disclose my personal and/or business information, as well as associated records and documentation, to the lender, other APP Administrators, provincial governments, their agencies, and administrators of other Eligible BRM programs, for the purposes of verifying APP entitlements, assignments and realization of security.

I understand that for further information regarding the use of my personal and/or business information by the APP Administrator or to make a formal request for access to my personal information, I can contact the Administrator through which I am applying.

Personal and/or business information disclosed to AAFC will be used to administer the program in accordance with the *Privacy Act* and *Access to Information Act*. Personal and/or business information disclosed to AAFC may also be used for purposes that include but are not limited to:

- (a) assessment, auditing, statistical and other types of analysis and evaluation of the Program;
- (b) evaluating the scope, direction and effectiveness of the Program and other federal agricultural programming in Canada; and
- (c) contact me so as to conduct surveys relating to the delivery of this Program and other federal agricultural programming in Canada.

I understand that if the Advance goes into Default, and the Default amount is repaid by the Minister under the Guarantee, becoming a debt due to the Crown, my business information, including the amount owed, will be shared with other organizations, including credit bureaus.

I have the right to request access to and correction of my personal information. Should I have questions concerning my personal information and its accuracy, use, or privacy, I understand that I can contact:

Access to Information and Privacy Director
Agriculture and Agri-Food Canada,
Floor 10, 1341 Baseline Road, Tower 7
Ottawa ON K1A 0C5
email: AAFC.Privacy-vieprivee.AAC@AGR.GC.CA

and reference AAFC's Personal Information Bank: *Agricultural Marketing Programs Act: Advance Payments Program*, PPU 140 (2025).

Information on the *Privacy Act* and *Access to Information Act* is available at the following website: <https://laws-lois.justice.gc.ca/>. For further information about these Acts please contact the Access to Information and Privacy Director at AAFC.ATIP-AIPRP.ACC@AGR.GC.CA.



General

29) I understand that the Advance Rate per unit used to calculate my Eligible Advance was obtained by subtracting the Administrator's Percentage of three from 100%, and applying this factor to the maximum advance rate per production unit as determined by the Minister in accordance with 19 (2) of the AMPA.

30) I or the Partners, as applicable, acknowledge that when the Administrator receives a payment in accordance with the Terms and Conditions of this Repayment Agreement, the Administrator must first apply it to reduce the portion on which the Minister pays the interest.

31) I or the Partners, as applicable, agree that a credit check and an inspection of the Agricultural Product(s) may be performed prior to issuing an advance and at any time while the Corporation/Cooperative/Partnership has advances outstanding under the program.

32) If I am or any of the Partners/Shareholders/Members is, as applicable, a current or former public office holder, public servant or member of the House of Commons, I am or one of the Partners/Shareholders/Members is, as applicable, not prohibited to derive benefits from the APP under any applicable federal conflict of interest or ethical principles and I am in compliance with applicable federal conflict of interest or ethical principles, rules and obligations.

33) Pursuant to Section 23(4) of the AMPA, I or the Partners/Shareholders/Members 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 of six (6) years from the day on which the Minister is subrogated as per Section 5 the Terms and Conditions of the Application and Repayment Agreement for the purpose of initiating actions or proceedings to recover any amounts owed to the Crown.

34) I or the Partners, as applicable, understand that an appeal process is in place for cases where the Application is rejected. It is understood that the appeal will be reviewed by knowledgeable program staff who did not participate in the initial decision to reject the Application and that the appeal process concerns only program eligibility. Producers will not be able to appeal the advance amount(s) it is determined they are eligible to receive under the program.

Application and Repayment Agreement

35) I or the Partners, as applicable, declare that this Application is consistent with the purpose of the APP.

36) I or the Partners, as applicable, certify that all of the information provided in this Application is true and correct in every respect.

37) I or the Partners, as applicable, understand that failing to comply with Application requirements may delay the processing of the Application or may render me or the Corporation/Cooperative/Partnership that I represent, ineligible for receiving an Advance under the Program.

38) I or the Partners, as applicable, understand that misrepresenting information and/or failing to disclose information that may be deemed important for the verification of the advance Application, repayment of the advance, or payment of program penalties, may result in all benefits under the APP being forfeit (default), and/or an APP ineligibility period of **five (5) years**, or a period agreed to by the Administrator and the Minister, exclusion from this and/or other Agriculture and Agri-Food Canada programs, and/or prosecution.

39) I or the Partners, as applicable, have read all the Terms and Conditions of the Repayment Agreement which are attached to and form part of this Application and agree to comply with such Terms and Conditions.



Default, Interest Rate and General Provisions

5. Default

- 5.1. The Administrator shall declare a Producer in default and immediately inform the Producer of the same, if the Producer:
 - 5.1.a. provides false or misleading information to the Administrator for the purpose of obtaining a guaranteed Advance, or evading compliance with an undertaking to repay amounts owing;
 - 5.1.b. is, in the Administrator's opinion, at fault for causing or contributing to a decrease in the value of the security taken by the Administrator on the Advance(s) taken under this Repayment Agreement, and as a result, in the opinion of the Administrator, the value of the security is less than the amount outstanding on the Advance(s);
 - 5.1.c. has not met all of the obligations under this 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;
 - 5.1.d. has not met all their obligations under the Repayment Agreement at the **end of the Production Period** for which the Advance was made;
 - 5.1.e. has recently filed a notice of intention to make a proposal or made a proposal under the *Bankruptcy and Insolvency Act*, is subject to a receiving order under that Act, or is bankrupt, or is seeking protection under any other insolvency or bankruptcy related statute and has not met their obligations under the Repayment Agreement; or
 - 5.1.f. at any time breaches irremediably any substantial obligation under the Repayment Agreement or under the terms of a Stay of Default.
- 5.2. Upon default, the Producer is liable to the Administrator for:
 - 5.2.a. the outstanding amount of the guaranteed Advance;
 - 5.2.b. the default penalty interest as specified and at the rates specified in paragraph 6.2.a of these Terms and Conditions on the outstanding amount of the Advance as specified in paragraph 5.2.a, calculated from the date the Advance was issued to the date the Producer was declared in default;
 - 5.2.c. the default penalty interest as specified and at the rates specified in paragraph 6.2.b of these Terms and Conditions on the Producer's liability from the date of default until the liability is repaid in full;
 - 5.2.d. the costs incurred by the Administrator to recover the outstanding amount and interest, including legal costs approved by the Minister, which may be recovered from the Producer in the form of a **default management fee of 3.0 % of the outstanding balance**. Where applicable, the default management fee is due to the Administrator no later than **thirty (30) calendar days** following the date the Producer is notified of the fee; and
 - 5.2.e. all other outstanding amounts under this Repayment Agreement,
- 5.3. The Producer agrees that upon default, based on the assignment set out in the Application and Subsection 4.2. of the Terms and Conditions, the Administrator has the right to use the amounts payable to the Producer under the Eligible BRM Program for the repayment of the amount of the Advance plus interest costs provided for in this Repayment Agreement. Such assignments will be registered at the time of the Advance.
- 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 liable to the Minister for the outstanding amounts stated in paragraphs 5.2.a, 5.2.b, and 5.2.c of these Terms and Conditions, as well as the costs incurred by the Minister to recover these amounts, including legal costs.

5.5. For the purpose of a default under this Repayment Agreement, the following ineligibility period requirements will be applied by the Administrator:

5.5.a. **No ineligibility period** where the defaulted Advance is repaid within six (6) months of being declared in default;

5.5.b. An ineligibility period of **one (1) year from the date of full repayment** where the defaulted Advance is repaid beyond six (6) months of being declared in default;

5.5.c. An ineligibility period of **two (2) years from the date of full repayment** where the Producer has defaulted twice within the last three (3) years that the Producer has participated in the program;

5.5.d. An ineligibility period of **three (3) years from the date of full repayment** to AAFC where the defaulted file has been paid under the guarantee by the Minister;

5.5.e. An ineligibility period of **six (6) years from the date of recovery** of the debt in accordance with the terms of a compromise settlement;

5.5.f. An ineligibility period of **three (3) years from the date of full repayment** where the Minister has had to write off the Producer's debt under the program; or

5.5.g. An ineligibility period of **seven (7) years from the date of discharge** where the Producer has declared bankruptcy under the *Bankruptcy and Insolvency Act*, or under any other insolvency or bankruptcy related statute such as the *Companies' Creditors Arrangement Act*.

5.6. Pursuant to Section 23(4) of the AMPA, the Producer agrees that if they reside in a province where the legislation allows for the extension of the limitation period, to extend the limitation period of **six (6) years** from the day on which the Minister is subrogated as per section 5 of the Terms and Conditions of the Application and Repayment Agreement for the purpose of initiating actions or proceedings to recover any amounts owed to the Crown.

5.7. If the Producer is in Default, and the Default amount is repaid by the Minister under the Guarantee, becoming a debt to the Crown, the Producer's information, including the amount owed, will be shared with other organizations, including credit bureaus.

6. Interest Rate

6.1. The interest payable by the Producer during the Program Year while in compliance with the AMPA and this Repayment Agreement will be:

6.1.a. **Zero percent (0%)** on the amount designated as interest-free;

6.1.b. **RBC Prime rate less half percent (Prime - 0.50%)** on the amount designated as interest-bearing. If the interest rate negotiated with the RBC is different than what is charged to the Producer by the Administrator, the difference should be used to cover the costs of administering the APP;

6.1.c. **RBC Prime rate plus one percent (Prime +1%)** in penalty interest in the event the Producer chooses to repay an amount in excess of the limit outlined in Paragraph 3.3.a. of these Terms and Conditions without providing proof of sale. The penalty interest will be applied to the amount in excess of the limit from the date the Advance was issued to the day the repayment was made and shall be paid by the Producer to the Administrator no later than **twenty-one (21) calendar days** of the end of the Production Period; and



- 6.1.d. **RBC Prime rate plus one percent (Prime +1%)** in penalty interest in the event that the Producer, with respect to the requirements in Section 3.1.b., is late making a repayment. The penalty interest will be applied to the amount that was repaid late over the number of days it was late. The penalty shall be paid by the Producer to the Administrator no later than **twenty-one (21) calendar days** from the end of the Production Period.
- 6.2. In the event that the Producer is declared in default, the default penalty interest payable by the Producer will be:
- 6.2.a. the **RBC Prime Rate plus one percent (Prime +1%)** on the amount of the outstanding guaranteed Advance referred to in paragraph 5.2.a of these Terms and Conditions from the date the Advance was issued to the date the Producer was declared in default; and
- 6.2.b. **RBC Prime rate plus three percent (Prime +3%)** on the amount of the outstanding Producer's liability referred to in paragraphs 5.2.a, 5.2.b, and 5.2.c of these Terms and Conditions from the date of default until the liability is repaid in full.
- 6.3. In the event where the Producer is declared in default, the Minister makes payment under the guarantee, and the Minister is subrogated the rights of the Administrator, the prime rate referenced in Paragraph 6.2.b will change from the prime rate of the Administrator's Lender to the average aggregated prime rate ("Prime business" rate) as published in the Daily Digest on the website of the Bank of Canada.
- 6.4. The Government of Canada will cease to pay the interest on the interest-free amount referred to in Section 6.1.a.:
- 6.4.a. The day the Producer repays the advance;
- 6.4.b. The day the Producer defaults on the advance; or
- 6.4.c. The end of the Production Period.

7. General Provisions

- 7.1. 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 being declared in default if the Advance has been issued.
- 7.2. The Producer is aware that a recalculation of the Advance may occur based on changes to market prices and that it could result in an overpayment with either a repayment or application of a new advance against the overpayment amount being required within **thirty (30) calendar days**.
- 7.3. The Advance under this Repayment Agreement is deemed to have been granted on that portion of the Producer's Agricultural Product(s) first sold. The Producer shall not dispose of any other part of this Agricultural Product(s), in any manner, before disposing of that portion of the Agricultural Product(s) for which the Advance was received. This means that a repayment must be made by the Producer with the first sale of the Agricultural Product(s). Notwithstanding the above, in cases where the Producer provides to the Administrator proof of identification, supported by appropriate records, allowing for the identification of each unit of Livestock subject to the Advance, then the Advance under this Repayment Agreement is deemed to have been received on that portion of the Producer's Agricultural Product that has been identified.
- 7.4. This Repayment Agreement shall commence upon approval and execution of this Application and Repayment Agreement by the Administrator, and shall terminate upon repayment of all amounts provided for in this Repayment Agreement.
- 7.5. The Administrator or its authorized agent has the right to perform credit checks on the Producer and inspect the Agricultural Product at any time while the Producer has advances outstanding under the program.



- 7.6. The Producer shall give immediate notice to the Administrator of any material loss, destruction or damage to the Agricultural Product(s). If the Agricultural Product(s) or a portion of the Agricultural Product(s) for which an Advance was made ceases to be in marketable condition, the Producer shall be subject to the actions set out in Sections 4.4. or 4.5. of the Terms and Conditions depending on if the loss, destruction or damage was the Producer's fault or not.
- 7.7. The Producer shall respect the terms of the Eligible BRM Program(s) used as security and shall ensure the assignment of any payments from the Eligible BRM Program(s) to the Administrator up to the extent of the outstanding Advance, interest and costs/fees. The Producer must notify the Administrator within **seven (7) calendar days** if further requests for an assignment on the Eligible BRM Program proceeds are made, granted or registered.
- 7.8. This Repayment Agreement shall be interpreted in accordance with the laws of the province of Alberta, Canada.
- 7.9. The Producer shall have multi-peril insurance coverage on their farming operation which includes the entirety of the Agricultural Product(s) for which the Advance was made, where the Agricultural Product(s) is stored on the premises. This coverage must be sufficient to cover the full extent of the Advance until the Producer's liability is repaid. If the Agricultural Product(s) is stored off-farm at a commercial facility, the Producer must ensure that the commercial facility has such insurance.
- 7.10. Whenever the singular or masculine is used throughout this Repayment Agreement, it shall be construed as including the plural, feminine or neutral whenever the context and/or the parties hereto require.
- 7.11. 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.
- 7.12. 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 which may be necessary or proper to carry out the purpose and intent of this Repayment Agreement.
- 7.13. 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 the *Companies' Creditors Arrangement Act* and the *Farm Debt Mediation Act*, the Producer's application must be rejected.
- 7.14 No amendment to this Repayment 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.
- 7.14a the value of the Agricultural Product(s) produced has decreased through no fault of the Producer to the extent that it has made it more beneficial to feed the Agricultural Product(s) to the Producer's animals than to sell it; or
- 7.14b the cost of feed has increased to the point where it is more beneficial to feed the Agricultural Product(s) to the Producer's animals than to purchase feed.
- 7.15 Unless authorized by the Minister, any amendment to the Repayment Agreement as per Subsection 7.14 of these Terms and Conditions will not be retroactive and will come into force on the day that the amendment is signed. 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.
- 7.16 All parties herein agree that should there be any discrepancies between this Repayment



Agreement and the *AMPA* and its regulations, the *AMPA* and its regulations will supersede this Repayment Agreement.

- 7.17 The Producer agrees that AAFC on behalf of the Minister may contact them for the purpose of evaluating the program.
- 7.18 If the Producer knowingly misrepresents information and/or fails to provide information that may be deemed important for the verification of the advance Application, repayment of the advance, or payment of program penalties, all benefits under the APP may be forfeited and the Producer may be subject an APP ineligibility period of **five (5) years, or a period agreed to by the Administrator and the Minister**, exclusion from the APP and/or other Agriculture and Agri-Food Canada programs, and prosecution.
- 7.19 An appeal process is in place for cases where the Application is rejected. The appeal will be reviewed by knowledgeable program staff who did not participate in the initial decision to reject the Application. The appeal process concerns only program eligibility. Producers will not be able to appeal the advance amount(s) it is determined that they are eligible to receive under the program.
- 7.20 Where the Administrator has submitted the Producer's file to AAFC for payment by the Minister under the guarantee and where AAFC has recovered the outstanding debt from the Producer in full or in part through a compromise settlement, and where there are still Default Management Fees owing to the Administrator by the Producer, the Administrator reserves the right to continue to pursue the repayment of these Default Management Fees from the Producer.