



Agriculture and
Agri-Food Canada

Agriculture et
Agroalimentaire Canada

**Advance Payments
Program**

**Programme de
paiements anticipés**

PY2026 FARMCASH

Advance Payments Program Application and Repayment Agreement

Cash advances for farmers in **BC, AB, SK, and MB** begin April 1, 2026.

- ✓ Applications are accepted year-round.
- ✓ Apply online at farmcashadvance.com, or by mail, fax, phone, DocuSign, email, or in person.
- ✓ Need help? Call or text 1.825.509.3538 or 1.855.376.2274 (toll-free), or email us at info@farmcashadvance.com.

The Advance Payments Program is a federal loan guarantee program delivered by FarmCash.

This notice below applies to this form in its entirety. Please read before completing and submitting. The personal and/or business information submitted on this form is collected under the authority of Section 10 of the Agricultural Marketing Programs Act. Any personal information collected by the Administrator will be used to administer the program in accordance with the Personal Information Protection and Electronic Documents Act (PIPEDA) or under legislation applicable within their jurisdiction. Any personal and/or business information may be disclosed to Agriculture and Agri-Food Canada (AAFC) and will be used to administer the program in accordance with the Privacy Act and Access to Information Act. The information may be used for the purposes consented to in the Declaration. Individuals have the right to request access to and correction of their personal information. Should you have any questions concerning your information and privacy, please contact: Agriculture and Agri-Food Canada's Access to Information and Privacy Director, Floor 10, 1341 Baseline Road, Tower 7, Ottawa ON K1A 0C5 or by email at aafc.atip-aiprp.aac@agr.gc.ca and reference AAFC's personal information bank Agricultural Marketing Programs Act: Advance Payments Program, PPU 140 (2026).



**Alberta
Grains**



FARMCASH
Cash Advance Program

ALBERTA GRAINS #200, 6815-8th St. NE, Calgary, AB T2E 7H7 | Mon - Fri, 9 AM - 4 PM

E info@farmcashadvance.com | T 1.825.509.3538 | TF 1.855.376.2274 | F 403.291.0190

farmcashadvance.com

PRE-APPLICATION INFORMATION

PY2026-Advance Payments Program Application and Repayment Agreement

PLEASE REVIEW THESE IMPORTANT DETAILS BEFORE BEGINNING YOUR APPLICATION	
Eligibility	<ul style="list-style-type: none"> ✓ Any individual producer, who is a Canadian citizen or a permanent resident of Canada and who has reached the age of majority in the province of operation, can apply. Corporations, cooperatives and partnerships are also eligible. Producers applying with FarmCash for the first time, including all new shareholders and partners, must include current, government issued photo identification. ✓ Producers must own the agricultural product being applied for on the advance. To be eligible for a livestock advance, the stock must already be at foot. ✓ This cash advance program is made available to you 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	<ul style="list-style-type: none"> ✓ Producers can qualify for up to a maximum of \$1,000,000. The first \$100,000 is interest-free for any eligible commodities. Canola Producers are eligible for up to \$500,000 interest-free for the 2026 program year. The interest-free provision and maximum advance is cumulative over all APP administrators. ✓ The maximum amount of all advances issued to an applicant, whether directly or by attribution, including any outstanding advances, shall not exceed \$1,000,000.00 at any time, including advances for 2025 and 2026. ✓ AMPA Regulations were amended on September 16th, 2025 to increase the interest-free benefit for all 2026 advances on Canola from \$100,000 to \$500,000.
Application Fee	<ul style="list-style-type: none"> ✓ A non-refundable application fee of \$400 for first-time applications and \$100 for subsequent applications will be deducted from each advance issued to the producer. This fee is payable to the administrator for processing the application.
Interest Charge	<ul style="list-style-type: none"> ✓ 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	<ul style="list-style-type: none"> ✓ 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 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, 2026, otherwise the advance becomes 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 have their account repaid in full by December 31, 2026. ✓ FarmCash issues funds to an account holder by electronic funds transfer (EFT).
Security	<ul style="list-style-type: none"> ✓ A grain producer must have valid 2026 crop insurance or be enrolled in 2026 AgriStability to qualify for a pre-harvest advance. Post-harvest advances are secured by the crop in storage. For producers using SCIC or GARS who have completed an Assignment of Indemnity, Alberta Grains (FarmCash) can obtain additional required documents directly from the insurance provider. ✓ Honey producers must have valid 2026 honey insurance (AFSC or SCIC) or be enrolled in 2026 AgriStability to be eligible for an advance. Livestock producers must maintain enrollment in the 2026 AgriStability program or continuous LPI coverage, which may require one or more LPI contracts, until the advance has been fully repaid, to remain eligible. ✓ The annual deadline to apply for AgriStability is April 30, and enrolment fees must be paid in full for AgriStability to be accepted as security. If a product loss is covered by BRM security, payments will be directed to FarmCash until the advance is repaid in full. Recent changes to AMPA regulations have increased flexibility for coverage that can secure an advance; applicants wishing to use an alternate form of security should call 1.855.376.2274 to confirm security eligibility.
Priority Agreements	<ul style="list-style-type: none"> ✓ 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.

<p>Repayment</p>	<ul style="list-style-type: none"> ✓ Advances must be repaid as products are sold during the program year, within 30 days of receiving payment (the date the cheque/payment is issued). Details are outlined in Terms & Conditions, Section 3.0 – Repayment of the Advance. ✓ Proof of Sale documentation is required for all cattle sales, and for field crops and honey repayments made on or after February 1 of the program year (see chart below). ✓ Repayments shall be applied in the following order: <ol style="list-style-type: none"> 1. To the interest-free principal portion of the advance (if applicable); 2. To any interest charges accrued (if applicable); 3. To the interest-bearing principal portion of the advance (if applicable). <p>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.</p>		
<p>Repayment Overview</p> <p><i>Please review the repayment deadline dates</i></p>	<p style="text-align: center;">TYPE</p>	<p style="text-align: center;">PRODUCTION PERIOD</p>	<p style="text-align: center;">REPAYMENT DEADLINE</p>
	<p style="text-align: center;">April 1, 2026 to September 30, 2027</p>	<p style="text-align: center;">September 30, 2027</p>	
	<p style="text-align: center;">April 1, 2026 to March 31, 2028 for cattle & bison</p>	<p style="text-align: center;">March 31, 2028 for cattle & bison</p>	
	<p style="text-align: center;">April 1, 2026 to Mar. 31, 2028 for cattle and bison</p>	<p>Continuous flow producers are required to repay in full 12 months after the issue date or by the end of the production period, whichever is earlier.</p>	
	<ul style="list-style-type: none"> ✓ Producers are required to repay their Advance as they sell the commodities listed on their Advance. ✓ Repayment is required within 30 calendar days of receipt of payment. ✓ 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 within twelve (12) months of the advance being issued, but not exceeding the end of the production period, whichever occurs first. 		
<p>Proof of Sale</p>	<ul style="list-style-type: none"> ✓ 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: <ul style="list-style-type: none"> ▪ 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 must accompany repayments made on all Storable Agricultural Products advances between February 1, 2027, and September 30, 2027. ✓ Proof of sale must accompany all repayments made on Livestock advances between April 1, 2026, and March 31, 2028. ✓ 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, 2027. ✓ For further details, refer to the Terms & Conditions of the Repayment Agreement. 		
<p>Authorized Buyer for Grain</p>	<ul style="list-style-type: none"> ✓ The official list of Alberta Grains (FarmCash) Authorized Buyers is available at 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 <i>Advance Payments Program</i> (APP) ID Number. 		

<p>Inspection and Verification</p>	<ul style="list-style-type: none"> ✓ 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: <ul style="list-style-type: none"> 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 <i>Advance Payments Program</i> (APP) years; and d) Advances deemed by Alberta Grains (FarmCash) to be of high risk. ✓ 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.
<p>Default</p>	<ul style="list-style-type: none"> ✓ Failure to comply with this Repayment Agreement—including, but not limited to, repaying the advance in full by the applicable end of the Production Period—will result in your account being declared in default. The full impact of default is outlined in Sections 5.0 (Default) and 6.2 (Interest Rate) of the Terms & Conditions, and is summarized below: <ul style="list-style-type: none"> ▪ 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.
<p>Communication from FarmCash</p>	<ul style="list-style-type: none"> ✓ In compliance with Canada's anti-spam legislation, FarmCash may use the contact information you provide (including email and phone) to share APP information, updates related to your advance, and FarmCash policy/ advocacy communications on behalf of farmers. You may opt out using the opt-out option in a message or as outlined in clause 43 of this application. Opting out may prevent you from receiving important advance notifications (including deadlines or program changes). FarmCash may still send electronic messages where consent is not required to administer and maintain your advance. ✓ For inquiries or to update your communication preferences, please contact us at info@farmcashadvance.com or toll-free at 1.855.376.2274.
<p>Decision Appeals</p>	<ul style="list-style-type: none"> ✓ A declined advance application may be appealed by the producer. An appeals committee at Alberta Grains (FarmCash) will review the appeal, including the justification and supporting documentation submitted by the applicant for reconsideration. For additional information, please contact info@farmcashadvance.com.

IMPORTANT DATES *(review before applying)*

<p>Apr. 1, 2026</p>	<p>2026/27 advances available (all commodities)</p>
<p>Jun. 30, 2026</p>	<p>Deadline to apply for Intended Seeding Advance and Intended Honey Production Advance</p>
<p>Jul. 31, 2026</p>	<p>Deadline to transfer Intended Seeding → Actual Seeded or Intended Honey → Anticipated Honey, and submit the Actual Seeded/Anticipated Honey Reports.</p>
<p>Dec. 31, 2026</p>	<p>Deadline to transfer Actual Seeded → Post-Harvest or Anticipated Honey → Actual Honey, or repay Actual Seeded / Anticipated Honey without transfer, and submit the Post Harvest/Actual Honey Reports</p>
<p>Jan. 31, 2027</p>	<p>Last date to make crop/honey repayments without Proof of Sale documentation</p>
<p>Mar. 15, 2027</p>	<p>Deadline to apply for 2026/27 Post-Harvest, Actual Honey Production, or 2026/27 Fall Livestock advance</p>
<p>Sep. 30, 2027</p>	<p>Repayment due for 2026/27 field crops and honey</p>
<p>Mar. 31, 2028</p>	<p>Repayment due for 2026/27 cattle, continuous flow cattle, bison > Continuous flow cattle: repay within 12 months of issue or by Mar 31, 2028, whichever is earlier</p>

This package includes sections for different applicant types. Use the guide below to complete only the pages and sections that apply to you. If you are unsure which category fits your operation, contact FarmCash before submitting. **Mandatory sections will be highlighted with a "!"**

INDIVIDUAL PRODUCERS

Look for this colour throughout the document to find the sections that apply to you. Follow the page guidelines below. Optional sections are clearly marked "optional."

Pre-Application Information

<input type="checkbox"/> Document Checklist	5
<input checked="" type="checkbox"/> ! Credit Consent and Notice	6
<input checked="" type="checkbox"/> ! Contact Secured Lenders & Obtain Priority Agreement	7

Applicant Details

<input checked="" type="checkbox"/> ! Basic Information Section	8
<input checked="" type="checkbox"/> ! Related Producer Declaration	11
<input type="checkbox"/> Advance Rates	13
<input checked="" type="checkbox"/> ! Commodities	14
<input checked="" type="checkbox"/> ! Producer Attestation	15

Declaration of Producer & Repayment Agreement

<input type="checkbox"/> Individuals	16
<input checked="" type="checkbox"/> ! Declaration of Producer & Repayment Agreement	22

Liability and Waiver forms

<input checked="" type="checkbox"/> ! Personal Liability	25
<input type="checkbox"/> Alternate Guarantor (optional)	25
<input type="checkbox"/> Waiver of Exemption Protection for Specific Chattel (SK ONLY)	26
<input type="checkbox"/> Priority Agreement with a Secured Creditor (optional)	27

Insurance forms

<input type="checkbox"/> Business Risk Management Program Proceeds Assignment Agreement	30
BC - <input type="checkbox"/> Assignment of Indemnity (Insurance) - BC Ministry of Agriculture, Food and Fisheries	32
BC - <input type="checkbox"/> Assignment of Indemnity (Insurance) - LPI	33
AB - <input type="checkbox"/> Assignment of Indemnity (Insurance) - AFSC	34
AB - <input type="checkbox"/> Assignment of Indemnity (Insurance) - LPI	35
SK - <input type="checkbox"/> Assignment of Indemnity (Insurance) - SCIC	36
SK - <input type="checkbox"/> Assignment of Indemnity (Insurance) - LPI	37
MB - <input type="checkbox"/> Assignment of Indemnity (Insurance) - LPI	38
MB - <input type="checkbox"/> Assignment of Indemnity (Insurance) - MASC	40
ALL - <input type="checkbox"/> Loss Payable Assignment Form - GARS	41

Terms and Conditions

<input type="checkbox"/> 2.3 Post Production - Storable Products	42
<input type="checkbox"/> 2.5 Livestock With Agristability	48
<input type="checkbox"/> 2.5 Livestock With LPI	54
<input type="checkbox"/> 2.9 In-Production Products	60

CORPORATIONS, COOPERATIVES

OR PARTNERSHIPS

Look for this colour throughout the document to find the sections that apply to you. Follow the page guidelines below. Optional sections are clearly marked "optional."

Pre-Application Information

<input type="checkbox"/> Document Checklist	5
<input checked="" type="checkbox"/> ! Credit Consent and Notice	6
<input checked="" type="checkbox"/> ! Contact Secured Lenders & Obtain Priority Agreement	7

Applicant Details

<input checked="" type="checkbox"/> ! Basic Information Section	8
<input checked="" type="checkbox"/> ! Register of Shareholders and Partners	10
<input checked="" type="checkbox"/> ! Related Producer Declaration	11
<input type="checkbox"/> Advance Rates	13
<input checked="" type="checkbox"/> ! Commodities	14
<input checked="" type="checkbox"/> ! Producer Attestation	15

Declaration of Producer & Repayment Agreement

<input type="checkbox"/> Corporations, Cooperatives or Partnerships	19
<input checked="" type="checkbox"/> ! Declaration of Producer & Repayment Agreement	22

Liability and Waiver forms

<input checked="" type="checkbox"/> ! Joint & Several Liability	23
<input checked="" type="checkbox"/> ! Individual Liability	24
<input type="checkbox"/> Alternate Guarantor (optional)	25
<input type="checkbox"/> Waiver of Exemption Protection for Specific Chattel (SK ONLY)	26
<input type="checkbox"/> Priority Agreement with a Secured Creditor (optional)	27

Insurance forms

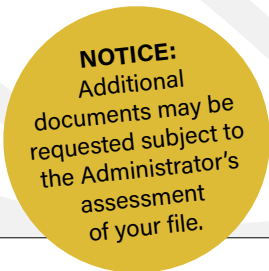
<input type="checkbox"/> Business Risk Management Program Proceeds Assignment Agreement	30
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<input type="checkbox"/> 2.9 In-Production Products	60

DOCUMENT CHECKLIST

Mandatory sections will be highlighted with a "!"



The following information outlines instructions on completing the application.

	SECTION	DESCRIPTION / ACTION
<input type="checkbox"/>	! Applicant Details <i>Changes require a signature</i>	Business Number is required. Authorized Person - Business partner, spouse, or other person who has your approval to contact FarmCash and receive information about your account. Direct Deposit Authorization - If you already use direct deposit with FarmCash and you intend to use the same account, you do not need to complete this section. New producers enrolling with FarmCash: Must provide government-issued ID. Returning producers: May be asked to provide ID if the previously submitted identification on file has expired.
<input type="checkbox"/>	Financial Documents Required:	For Advances \$400,000 and over. Individual Producers: Most current CRA Notice of Assessment (NOA) for the most recently completed tax year. Corporations, Cooperatives, and Partnerships: Most current CRA Notice of Assessment (NOA) and financial statements for the most recently completed fiscal year.
<input type="checkbox"/>	! Related Producers	All applicants must complete this form.
<input type="checkbox"/>	! Commodities <i>Signature required</i>	Complete the table for the commodities you're applying for. Advance rates are listed at the end of this package and are effective April 1, 2026, but may change during the production period. For the latest rates, visit farmcashadvance.com.
<input type="checkbox"/>	! Declaration of Producer & Repayment Agreement <i>Signature(s) required</i>	This agreement must be signed and dated by the applicant.
<input type="checkbox"/>	! Liability Forms - Joint & Several Liability Partnership/ Corporation / Cooperative <i>Signature(s) required</i>	Required (all applicants): <input type="checkbox"/> Completed form (submit once). Required if there are changes to a partnership, corporation, or cooperative: <input type="checkbox"/> Updated version of this form <input type="checkbox"/> Shareholder Ledger <input type="checkbox"/> Certificate of Incorporation or Proof of Partnership Required for new people added (shareholders/partners/members) within an existing corporation, partnership, or trust: <input type="checkbox"/> Current government-issued photo ID for each new shareholder, partner, or member
<input type="checkbox"/>	Alternate Guarantor	If your advance is secured by an alternate guarantor, complete this form and obtain a Letter of Guarantee from your guarantor. Submit a copy of the letter to FarmCash with this application.
<input type="checkbox"/>	Business Risk Management Proceeds Assignment Agreement <i>Signature required</i>	If you are using AgriStability as security, you must complete and sign this form.
<input type="checkbox"/>	Waiver of Exemption Protection for Specific Chattels (SK) <i>Signature required</i>	Saskatchewan applicants must complete this form.
<input type="checkbox"/>	Priority Agreement with a Secured Creditor <i>Signature required by creditor</i>	Complete the Authorization to Contact Secured Lenders and Obtain Priority Agreement or the Priority Agreement form so FarmCash can contact your secured creditors.
<input type="checkbox"/>	British Columbia - Crop Insurance Assignment of Indemnity <i>Signature(s) required</i>	Complete the insurance information, sign the form, and have your signature witnessed by someone who is at or above the age of majority. The form must be signed by an authorized person listed on your crop insurance policy. BCPI does not need to sign or review this document.
<input type="checkbox"/>	Alberta - Crop Insurance Assignment of Indemnity <i>Signature(s) required</i>	Complete the insurance information, sign the form, and have your signature witnessed by someone who is at or above the age of majority. The form must be signed by an authorized person listed on your crop insurance policy. AFSC does not need to sign or review this document, and no payment is required for the assignment.
<input type="checkbox"/>	Saskatchewan - Crop Insurance Assignment of Indemnity <i>Signature(s) required</i>	Complete the insurance information and sign the form. It must be signed by an authorized person listed on your crop insurance policy. SCIC does not need to sign or review this document.
<input type="checkbox"/>	Manitoba - Crop Insurance Assignment of Indemnity <i>Signature(s) required</i>	Complete the insurance information, sign the form, and have your signature witnessed by someone who is at or above the age of majority. The form must be signed by an authorized person listed on your crop insurance policy. MASC does not need to sign or review this document, and no payment is required for the assignment.
<input type="checkbox"/>	GARS - Loss Payable Assignment Form <i>Signature(s) required</i>	Applicants using GARS to secure their advance must contact GARS for assistance completing this form. GARS will then forward the completed form directly to FarmCash.



This section is mandatory.

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.

**This document must be signed by the Producer/ Authorized Officer/ Partner.*

Producer / Authorized Officer / Partner:



Producer / Authorized
Officer / Partner Signature

Date (YYYY-MM-DD)



This section is mandatory.

Authorization to Contact Secured Lenders and Obtain Priority Agreement

This Authorization (the "Authorization") is executed by the undersigned producer (the "Producer") in favour of Alberta Grains ("Farm-Cash" or the "Authorized Party") for the purpose of communicating with the Producer's secured creditors and facilitating a priority agreement in respect of the Producer's agricultural products and any related program payments.

1. Authority to Contact Secured Creditors

The Producer hereby authorizes the Authorized Party to identify, contact, and communicate with any and all secured creditors holding a present or future security interest in the Producer's agricultural products and/or payments arising under any Business Risk Management (BRM) program. This authorization applies to security interests granted pursuant to the Bank Act (Canada), applicable personal property security legislation in the Producer's province or territory, or any other applicable statute, regulation, or legal authority.

2. Scope of Security Interests

For purposes of this Authorization, secured creditors may include, without limitation:

- (a) any input supplier holding a lien or other security interest in agricultural products in connection with an advance under the Advance Payments Program (Canada);
- (b) the Producer's financial institution or other lending entity holding a lien, charge, or other security interest; and
- (c) any party holding a General Security Agreement or other form of secured interest affecting the Producer's agricultural products, receivables, or related program payments.

3. Authority Regarding Priority Agreement

The Producer further authorizes the Authorized Party to communicate with, negotiate, facilitate, and obtain the execution of a priority agreement with any applicable secured creditors. Such agreement may establish the Authorized Party's priority position with respect to the agricultural products and/or BRM program payments identified herein.

4. Representations and Warranties

The Producer represents and warrants that all information provided to the Authorized Party concerning secured creditors and existing security interests is true, accurate, and complete to the best of the Producer's knowledge and belief. The Producer further represents that they have full legal authority and capacity to grant this Authorization.

5. Effective Date and Term

This Authorization shall become effective as of the date of execution by the Producer and shall remain in full force and effect until the earlier of:

- (a) the execution of a priority agreement with the relevant secured creditors; or
- (b) the receipt by the Authorized Party of a written revocation of this Authorization from the Producer.

Executed as of the date below:



Producer/Authorized Officer/Partner Signature

Producer/Authorized Officer/Partner Name

Date (YYYY/MM/DD)

ADVANCE PAYMENTS PROGRAM (APP)
APPLICANT DETAILS



This section is mandatory.

BASIC INFORMATION – MANDATORY *All sections of this page must be completed			
Legal Name of Producer (Full Legal Name of Individual or Legal Name of Partnership, Corporation or Cooperative)			
Indicate type of application <input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> CORPORATION <input type="checkbox"/> COOPERATIVE <input type="checkbox"/> PARTNERSHIP			
Do you conduct commodity sales using the Legal Name provided on this application? <input type="checkbox"/> yes <input type="checkbox"/> no		If "No", please provide the name you use when selling:	
APP ID <i>(If known)</i>	CRA Business Number <i>(If Applicable)</i>	Date of Birth (YYYY-MM-DD)	
Indicate the type of insurance (if applicable): <input type="checkbox"/> Crop Insurance <input type="checkbox"/> AgriStability (AgStab) <input type="checkbox"/> LPI <input type="checkbox"/> GARS <input type="checkbox"/> Multi-Peril Insurance (Stored Commodities)			
Application Type - <i>Select one:</i> In-Production - Is seeding complete? <input type="checkbox"/> Yes <input type="checkbox"/> No Post-Production <input type="checkbox"/> Livestock Only <input type="checkbox"/>			
Residential Mailing Address:			
Street Address	City/Town	Province	Postal Code
Phone	Cell	Fax	
Email			
Primary Farm Location (if different from above):			
Legal land location			
Business Phone	Fax	Email	
(OPTIONAL) CONSENT AND AUTHORIZATION TO COMMUNICATE			
<input type="checkbox"/> I authorize AlbertaGrains (FarmCash) to communicate with and disclose my account information to the authorized person(s) listed below. This includes discussing account details, applications, and payment information.			
Authorized Person(s) - Full Legal Name, Title/Role, and Relationship:			
Email		Phone	
<input checked="" type="checkbox"/> I understand that this consent remains in effect until I provide written notice to revoke or change this authorization.			
Producer / Authorized Officer / Partner Signature	Producer / Authorized Officer / Partner Name	Date (YYYY-MM-DD)	
DECLARATION OF BANKRUPTCY			
Have you or any shareholder in the corporation/cooperative/partnership declared bankruptcy within the past 7 years?			<input type="checkbox"/> yes <input type="checkbox"/> no
Are you or any shareholder in the corporation/cooperative/partnership seeking creditor protection?			<input type="checkbox"/> yes <input type="checkbox"/> no
Name of Shareholder/Member/Partner who declared bankruptcy		Date bankruptcy was discharged	





This section is mandatory.

DIRECT DEPOSIT ACKNOWLEDGMENT

- ✓ Producers who currently receive payments by direct deposit from AlbertaGrains (FarmCash) and are using the same banking information are not required to provide new documentation.
- ✓ To receive advance funds by direct deposit, the Producer must attach a void cheque or direct deposit form for the designated account and sign and date below.
- ✓ Advances cannot be deposited into a line of credit account. If the Producer's financial institution requires advances to be issued jointly, direct deposit is not permitted.

Please select one below:

- New Producers:** I confirm that I have attached a void cheque or direct deposit form.
- Returning Producers:** I confirm that my banking information has not changed from what was previously provided. If my banking information has changed, I have attached updated banking documentation in the form of a void cheque or direct deposit form.



Producer Signature

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* *Métis Nation* *Inuit* *Unknown*
- Women**
- Gender parity** (50% or more women and/or non-binary)
- 2SLGBTQI+**
- Visible Minorities**
- Persons with Disabilities**
- Youth** (under 35)
- An official language minority community – Please specify:**
 - English (English-speaking people in Quebec)*
 - French (French-speaking people outside Quebec)*
- 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**



This section is mandatory.

CORPORATIONS / COOPERATIVES / PARTNERSHIPS

REGISTER OF SHAREHOLDERS AND PARTNERS *(Mandatory only for Corporation, Co-operative, or Partnerships)*

The producer/ applicant must have ownership of the agricultural product being applied on in this advance.

Indicate type of business (Entity type): Corporation Cooperative Partnership

Legal Name of Business (the "Entity")	APP ID	CRA Business Number
---------------------------------------	--------	---------------------

Eligible producers for an advance include:

- ✓ **Corporations** where a majority of voting shares are held by Canadian citizens or permanent residents;
- ✓ **Cooperatives** where a majority of members are Canadian citizens or permanent residents; and
- ✓ **Partnerships or other associations of persons** where partners or members who are Canadian citizens or permanent residents are entitled to at least 50% of the profits.

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

APP ID <i>(If known)</i>	Full Name of Shareholder/Partner	Email or Phone	Date of Birth	Mailing Address	Ownership Interest
					%
					%
					%
					%
					%
					%
					%
					%
					%
					%
					%
					%

I, _____ the undersigned, do hereby affirm that the information provided herein is true, complete, and accurate to the best of my knowledge. None of the above producers have outstanding liability under any previous cash advance. I acknowledge that any false or misleading information may result in legal consequences.



Signature

Date (yyyy/mm/dd)



This section is mandatory.

RELATED PRODUCER DECLARATION

RELATEDNESS DEFINITIONS

Producers are considered related if they do not deal with each other at arm's length. Producers are presumed to be related if any of the following apply:

- One producer is the spouse or common-law partner of the other.
- One producer owns 25% or more of the voting shares of the other producer.
- One producer owns 25% or more of the voting shares of a corporation that, directly or through another corporation, owns 25% or more of the voting shares of the other producer.
- One producer is entitled to 25% or more of the profits or revenues of the other producer.
- The producer shares management or administrative services, equipment, facilities, or overhead expenses of a farming operation with the other producer, but is not in partnership with the other producer.
- Any other circumstances set out in the Regulations and/or the Agricultural Marketing Programs Act.
- The producers are listed as co-beneficiaries on BRM/Crop Insurance forms being used as security for the advance.

Relatedness can affect both your eligibility for an advance and the amount you may receive. See the Definitions at the end of this section. **If you answer YES** to any of the questions below, **complete the Related Producers section** (declaration of relatedness). If you wish 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 do not** need to complete the Rebuttal of Relatedness section.

1. 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?	<input type="checkbox"/> YES <input type="checkbox"/> NO
2. Is any related producer ineligible as a result of a default under APP, SCAP or ESCAP?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3. Are any related producers currently in default or ineligible under the APP, Spring Credit Advance Program or Enhanced Spring Credit Advance Program?	<input type="checkbox"/> YES <input type="checkbox"/> NO
<input checked="" type="checkbox"/> List all related producers who received an advance for this or previous program years, including advances issued by other APP Administrators.	<input checked="" type="checkbox"/> Attach a separate sheet, if required.

Name of Related Producer who received the advance:	Birthdate (YYYY/MM/DD)
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Address	Phone
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Name of Administrator that issued the Advance	APP ID	Program year	Relationship to Applicant

Name of Related Producer who received the advance:	Birthdate (YYYY/MM/DD)
---	------------------------

Address	Phone
---------	-------

Name of Administrator that issued the Advance	APP ID	Program year	Relationship to Applicant

REBUTTAL OF RELATEDNESS

Answer the questions below for each related producer listed in the **Related Producers** section. Attach an additional sheet if needed.

If you disagree with any statement, you have not rebutted the presumption of relatedness for that producer. **If you agree** with all statements, you have shown that you deal at **arm's length** with the producer(s) in question. The Administrator will then require supporting documentation, such as articles of incorporation, financial statements, leases, receipts, and similar records.

Name of the Related Producer that received an advance:

a. You and the related producer file separate tax returns and/or produce separate financial statements.	<input type="checkbox"/> YES <input type="checkbox"/> NO
---	--

b. You and the related producer are not employees or do not act as agents of the other.	<input type="checkbox"/> YES <input type="checkbox"/> NO
---	--

c. 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.	<input type="checkbox"/> YES <input type="checkbox"/> NO
--	--

REBUTTAL OF RELATEDNESS - Continued	
d. You and the related producer do not share any management and administrative services, equipment, facilities or overhead expenses of a farming operation.	<input type="checkbox"/> YES <input type="checkbox"/> NO
e. You and the related producer are not listed as co-beneficiaries on the forms for the BRM program(s) that will be used as security for the advance.	<input type="checkbox"/> YES <input type="checkbox"/> NO
Name of the Related Individual that received an advance:	
a. You and the related producer file separate tax returns and/or produce separate financial statements.	<input type="checkbox"/> YES <input type="checkbox"/> NO
b. You and the related producer are not employees or do not act as agents of the other.	<input type="checkbox"/> YES <input type="checkbox"/> NO
c. 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.	<input type="checkbox"/> YES <input type="checkbox"/> NO
d. You and the related producer do not share any management and administrative services, equipment, facilities or overhead expenses of a farming operation.	<input type="checkbox"/> YES <input type="checkbox"/> NO
e. You and the related producer are not listed as co-beneficiaries on the forms for the BRM program(s) that will be used as security for the advance.	<input type="checkbox"/> YES <input type="checkbox"/> NO

PY2026 FARMCASH ADVANCE RATES

Advance rates are effective April 1, 2026, but are subject to change during the applicable production period. Visit farmcashadvance.com to find the most recent advance rates.

FIELD CROPS	BC	AB	SK	MB	
Alfalfa (Tonne)	87.30	87.30	77.60	87.30	
Hay (Tonne)	77.60	77.60	67.90	77.60	
Timothy Hay - Choice (Tonne)	87.30	87.30	77.60	87.30	
Timothy Hay - Premium (Tonne)	77.60	77.60	67.90	77.60	
Timothy Hay - Standard (Tonne)	67.90	67.90	58.20	67.90	
Timothy Hay - Supreme (Tonne)	67.90	67.90	67.90	67.90	
Alfalfa Seed (Pound)	0.68	0.68	0.68	0.68	
Bromes Grass - Smooth Seed (Pound)	0.97	0.97	0.97	1.46	
Clover Seed - S.C. Red (Pound)	0.53	0.53	0.53	0.53	
Crested Wheatgrass (Pound)	0.53	0.53	0.53	0.53	
Fescue Seed - Creeping Red (Pound)	0.58	0.58	0.58	0.58	
Timothy Hay - Seed (Pound)	0.34	0.34	0.34	0.34	
Buckwheat (Tonne)	334.65	334.65	334.65	334.65	
Hemp Grain - Conventional (Pound)		0.36	0.36	0.36	
Hemp Seed (Tonne)	801.22	801.22	801.22	801.22	
GRAINS & OILSEEDS	BC	AB	SK	MB	
Canola (Tonne)	305.55	305.55	300.70	291.00	
Barley (Tonne)	121.25	121.25	116.40	116.40	
Barley - Feed (Tonne)	116.40	116.40	111.55	111.55	
Corn (Bushel)	3.25	3.25	2.81	2.52	
Corn - Feed (Tonne)	126.10	126.10	111.55	101.85	
Flax (Tonne)	315.25	315.25	315.25	310.40	
Flax-Organic (Tonne)	630.50	630.50	630.50	620.80	
Grain - Mixed	116.40	116.40	97.00	97.00	
Oats (Tonne)	126.10	126.10	101.85	121.25	
Oats - Feed (Tonne)	126.10	126.10	101.85	121.25	
Oats - Organic (Tonne)	310.40	310.40	310.40	310.40	
Quinoa - Conventional (Pound)		0.78	0.78	0.78	
Quinoa - Organic (Pound)		1.07	1.07	1.07	
Rye - Fall (Tonne)	97.00	97.00	97.00	97.00	
Rye - Spring (Tonne)	87.30	87.30	87.30	87.30	
Soybeans (Tonne)	230.86	230.86	230.86	226.01	
Triticale (Tonne)	87.30	87.30	87.30	87.30	
Durum (Tonne)	126.10	126.10	126.10	126.10	
Wheat (Tonne)	121.25	121.25	121.25	121.25	
Wheat - Feed (Tonne)	92.15	92.15	92.15	92.15	
Wheat - Organic (Tonne)	271.60	271.60	271.60	271.60	
Wheat - Winter (Tonne)	121.25	121.25	121.25	121.25	
LIVESTOCK	BC	AB	SK	MB	CA
Bull - Breeding - Mature - More than 2 yrs (Head)					3,104.00
Bull - Breeding - Yearling - Less than 2 yrs (Head)					3,007.00
Calf - Feeder (400 - 700 lbs) (Head)	1,908.72	1,907.26	1,922.06	1,895.38	
Cattle - Feeder (700 - 900 lbs) (Head)	1,746.00	1,747.94	1,746.00	1,736.30	
Cattle - Finished (Less than 1250 lbs) (Head)	1,611.17	1,650.21	1,642.45	1,639.79	
Cattle - Finished (More than 1250 lbs) (Head)	2,098.11	2,149.04	2,138.85	2,135.46	
Cow - Breeding - Mature - has calved (Head)					1,649.00
Heifers - Breeding - Bred (Head)					1,746.00
Heifers - Breeding - Calf (Head)					1,212.50
Bison - Feeder (650 - 750 lbs) (Head)	1,378.86	1,378.86	1,378.86	1,378.86	
Bison - Finished (900 - 1050 lbs) (Head)	1,783.10	1,783.10	1,783.10	1,783.10	
PULSES & SPECIAL CROPS	BC	AB	SK	MB	
Beans - Other Colored (Tonne)	485.00	485.00	485.00	0.24 (Pound)	
Beans - Pinto (Tonne)	426.80	426.80	388.00	0.19 (Pound)	
Beans - White (Tonne)	426.80	426.80	417.00	426.80	
Canary Seed (Tonne)	194.00	194.00	194.00	213.40	
Chickpeas - Kabuli (Tonne)	257.05	257.05	257.05	0.12 (Pound)	
Fababeans (Tonne)	140.65	140.65	140.65	0.06 (Pound)	
Lentils (Tonne)	234.74	320.10	234.74	0.11 (Pound)	
Mustard (Tonne)	341.44	341.44	341.44	341.44	
Peas - Dry (Tonne)	124.16	124.16	124.16	3.40 (Bushel)	
Peas - Dry - Organic (Tonne)	315.25	329.80	329.80	329.80	
Sunflower - Non-Oil (Pound)	0.17	0.17	0.17	0.17	
Sunflower - Oil (Pound)	0.14	0.14	0.14	0.14	
SWEETENERS	BC	AB	SK	MB	
Honey (Pound)	2.13	1.26	1.26	1.26	
VEGETABLES	BC	AB	SK	MB	
Sugar Beets (Tonne)		29.22			



This section is mandatory. Producer Info to be completed by

INDIVIDUAL / CORPORATIONS / COOPERATIVES / PARTNERSHIPS

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.	Important Note: Soil types vary by production insurance agency		
	AFSC/SCIC stubble/summer fallow/irrigated	MASC MB soil zone, alphanumeric (e.g. A01, B01, C01)	BCPI/GARS AgriStability not required

PRE-HARVEST CROPS

Commodity	Crop Ins.	AgStab	Soil Type*	Seeding Done?	# of Acres	Production Insurance Coverage Rate MT/acre or lb/acre	FarmCash Advance Rate	Amount (\$)
				<input type="checkbox"/> YES				
				<input type="checkbox"/> YES				
				<input type="checkbox"/> YES				
				<input type="checkbox"/> YES				
				<input type="checkbox"/> YES				
				<input type="checkbox"/> 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

Commodity and Weight Example: Cattle Feeder Calf (400-700 lbs)	# of Heads to be advanced on	Continuous-flow livestock operation?	FarmCash Advance Rate	Amount (\$)
		<input type="checkbox"/> YES		
		<input type="checkbox"/> YES		
		<input type="checkbox"/> YES		
		<input type="checkbox"/> 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			



This section is mandatory.

FUNDS ISSUANCE OPTIONS - Please select or specify:

- Issue maximum eligible funds
- Issue maximum eligible interest-free funds only
- Issue funds in the amount of: \$ _____

Disclaimer:

The advance amount indicated is based on preliminary calculations and is subject to verification. The final approved advance may differ from the amount shown following review of all relevant documentation, eligibility criteria, and applicable program requirements. The Producer acknowledges that the Administrator reserves the right to adjust the advance accordingly.

PRODUCER ATTESTATION (Mandatory Signature Required)

- ✓ 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.

Full Legal Name of Producer/
Authorized Officer(s) or Person

Signature of Producer/Authorized
Officer(s) or Person

Date (YYYY/MM/DD)



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 non-refundable application fee of \$400 for first-time applications and \$100 for subsequent applications will be deducted from each advance issued to the producer.

ATTESTATION AND ACKNOWLEDGMENT - MULTI-PERIL INSURANCE (Post-Production and Livestock Advances only)

- ✓ I/We, the undersigned, certify and acknowledge that this request is based on the agricultural product(s) I/We have in inventory, and I/We will keep the product adequately stored to ensure it remains in marketable condition until disposed of in accordance with the Terms and Conditions of the Repayment Agreement entered into under the Agricultural Production Programme (APP).
- ✓ I/We declare that the agricultural product(s) and/or livestock under my/our care are insured under a valid multi-peril insurance policy. This coverage protects against risks such as fire, theft, flood, or other perils, whether the products are stored on-farm or, where stored off-farm, I/We have confirmed that the commercial storage facility maintains equivalent insurance. I/We confirm that this insurance will remain in effect until any advance taken under the Repayment Agreement is fully repaid.
- ✓ I/We understand that providing false or incomplete information may result in legal or financial consequences and agree to provide proof of insurance upon request.

Full Legal Name of Producer/
Authorized Officer(s) or Person

Signature of Producer/Authorized
Officer(s) or Person

Date (YYYY/MM/DD)



Declaration of Producer & Repayment Agreement - **INDIVIDUALS**

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 Section 1.6.1 of 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 Section 1.6.1 of 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 Part 1 of the Application all advances that I have requested and/or have outstanding from this or other administrators for this or any other Program Year, including defaults on these advances where applicable.

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 Part 1A of 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 Part 2 of 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 Part 1 of 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 Part 1 of 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 Part 2 of 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.
- 20) I agree that, if requested, I will provide the Administrator with additional documentation necessary to confirm that I have sufficient Agricultural Product(s) to secure the Advance. If required, I will consent to an inspection to verify the same.

SECURITY - BRM PROGRAM(S)

- 21) As indicated in section 1.2 of Part 1B of 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 Part 2 of this Application and Repayment Agreement and I have submitted a duly completed BRM Assignment Agreement(s) (Appendix 2A or 2B) as required for the specific class(es) of Agricultural Product(s).
- 22) 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.

- 23) I have listed on Part 1 of 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 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 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.
- 27) 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

- 28) 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.atip-airpr.aac@agr.gc.ca

and reference AAFC's Personal Information Bank: *Agricultural Marketing Programs Act: Advance Payments Program*, PPU 140 (2026).

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-airpr.aac@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 3 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 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 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.
- 32) 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.
- 33) 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 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 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

- 35) I declare that this Application is consistent with the purpose of the APP.
- 36) I certify that all of the information provided in this Application is true and correct in every respect.
- 37) 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.
- 38) 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.
- 39) 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.

Declaration of Producer & Repayment Agreement for **CORPORATIONS, COOPERATIVES OR PARTNERSHIPS**

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 Part 1B of 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 Part 1B of 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 Part 1B of this Application and Repayment Agreement, nor any of the Producers listed in Section 1.6 of 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 Part 1B of this Application and Repayment Agreement, nor any of the Producers listed in Section 1.6 of 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 Part 1 of 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 Part 1B of 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 Part 2 of this Application and Repayment Agreement.
- 14) I, or the Partners, 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 Part 1 of 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 Part 1 of 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.
- 21) I agree, on behalf of the Corporation/Cooperative/Partnership that I/we represent, that, if requested, we will provide the Administrator with additional documentation necessary to confirm that we have sufficient Agricultural Product(s) to secure the Advance. If required, we will consent to an inspection to verify the same.

SECURITY - BRM PROGRAM(S)

- 22) As indicated in section 1.2 of Part 1B of 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 Part 2 of 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) (Appendix 2A or 2B) 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 Part 2 of this Application and Repayment Agreement and we further certify having submitted duly completed BRM Assignment Agreement(s) (Appendix 2A or 2B) as required for the specific class(es) of Agricultural Product(s).
- 23) 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.
- 24) I have listed on Part 1 of 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.
- 25) 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.

- 26) No other person has an assignment on the proceeds of the Eligible BRM Program(s) used to secure this Advance, as applicable.

DEFAULT

- 27) 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.
- 28) 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

- 29) 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.atip-aiprp.aac@agr.gc.ca

and reference AAFC's Personal Information Bank: *Agricultural Marketing Programs Act: Advance Payments Program*, PPU 140 (2026).

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.aac@agr.gc.ca.

GENERAL

- 30) I understand that the Advance Rate per unit used to calculate the Eligible Advance was obtained by subtracting the Administrator's **Percentage of 3** 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*.
- 31) 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.

- 32) 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.
- 33) 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.
- 34) 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.
- 35) 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

- 36) I or the Partners, as applicable, declare that this Application is consistent with the purpose of the APP.
- 37) I or the Partners, as applicable, certify that all of the information provided in this Application is true and correct in every respect.
- 38) 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.
- 39) 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.
- 40) 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.



This section is mandatory.

DECLARATION OF PRODUCER & REPAYMENT AGREEMENT *Notice: Complete only the section that applies to you.*

NOTE: Providing false or misleading information will result in an automatic default, with the loss of all benefits related to the Advance Payments Program. Failure to comply with this Repayment Agreement, including but not limited to full repayment by the end of the applicable Production Period, will result in the account being declared in default. The full impact of a default is detailed in Section 5.0 (Default) of the Terms & Conditions

WHEREAS the AMPA Regulations were amended on September 16th, 2025 to increase the interest-free benefit for all 2026 advances on canola. THEREFORE in respect of an advance made on canola to the producer by the Administrator for the 2026 Program Year, and AMPA Regulations subsequently being amended, the parties hereby agree as follows:

The Government of Canada will pay the interest on the first \$100,000 on advances and effective September 16th, 2025, the Government of Canada will pay the interest on an additional \$400,000 in advances on canola only.

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

FOR INDIVIDUAL PRODUCERS

Name of Producer	APP ID (if known)
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Signature of Producer	Date (YYYY/MM/DD)
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FOR AUTHORIZED SIGNING OFFICER OF THE CORPORATION OR COOPERATIVE

Name of Authorized Officer	APP ID (if known)
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Signature of Authorized Officer	Date (YYYY/MM/DD)
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FOR APPLICATIONS RELATED TO PARTNERSHIPS, all partners who have attained the age of majority must sign.

Name of Partner	APP ID (if known)
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Signature of Partner	Date (YYYY/MM/DD)
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Name of Partner	APP ID (if known)
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Signature of Partner	Date (YYYY/MM/DD)
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Name of Partner	APP ID (if known)
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Signature of Partner	Date (YYYY/MM/DD)
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Name of Partner	APP ID (if known)
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Signature of Partner	Date (YYYY/MM/DD)
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Name of Partner	APP ID (if known)
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Signature of Partner	Date (YYYY/MM/DD)
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ADMINISTRATOR ATTESTATION *FARMCASH USE ONLY*

I declare that I have taken all necessary steps, in accordance with the AMPA, its Regulations, the Advance Guarantee Agreement, and the APP Administration Guidelines, to ensure, to the best of my knowledge and ability, that the Producer's Application and Repayment Agreement is accurate and complete prior to granting the above-mentioned Advance.

I further certify that the identity of the signing authority has been duly verified in accordance with applicable requirements. Acceptable photo identification includes, without limitation, a valid driver's license. Health cards shall not be accepted as valid identification.

Type of identification provided:

Signature of Administrator	Date (YYYY/MM/DD)
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Liability forms

These are mandatory forms. The producer must complete and sign the section that applies to them.

JOINT & SEVERAL LIABILITY FORM MUST BE COMPLETED:

- ✓ by all applicants applying as a partnership, corporation, or cooperative; and
- ✓ any time changes are made to the partnership, corporation, or cooperative during the program.

If changes occur, you must submit:

- ✓ a new certificate of incorporation or proof of partnership; and
- ✓ an updated shareholder ledger.

Government-issued photo ID is required for all new shareholders, partners, and members of an existing corporation, partnership, or trust.

Applicants who wish to forgo completing the Joint & Several may provide an alternate guarantor instead. An alternate guarantor is: an individual or group of individuals with sufficient financial collateral to issue a letter guaranteeing the advance until it is fully repaid; or a financial institution that issues a letter guaranteeing the advance until it is fully repaid.

JOINT & SEVERAL LIABILITY - PARTNERSHIP/CORPORATION/COOPERATIVE	
<p>GUARANTOR(S) Any personal information provided to Agriculture and Agri-Food Canada will be protected under the provisions of the Privacy Act and will be stored in Personal Information Bank AAFC-PPU-140.</p>	
<p>I/We, being individual(s)/partner(s)/shareholder(s)/member(s), as applicable, of the Producer (collectively, the “Guarantors”), in consideration of an advance being made to the Producer by Alberta Grains (“FarmCash”) for the eligible amount in the current 2026 program year, and any other active program year for which a balance remains outstanding, hereby agree to be jointly and severally (or solidarily) liable to the Administrator and/or the Minister of Agriculture and Agri-Food Canada (the “Minister”).</p>	
<p>Scope of Guarantee The Guarantors unconditionally guarantee the due payment and performance of all obligations of the Producer under the Terms and Conditions of the Alberta Grains (FarmCash Advance Application), the Agricultural Marketing Programs Act (AMPA) and its regulations, and the Advance Payments Program (APP), including without limitation all amounts advanced, interest, and any collection costs, whether arising now or in the future.</p> <p>Maximum Liability (Cap) Provided that the liability of the undersigned Guarantor(s) under this guarantee shall not exceed \$1,000,000, plus applicable interest and collection costs.</p> <p>Default and Acceleration Upon default by the Producer in payment of any amount owing to FarmCash or the Minister, or upon default in the performance of any obligation of the Producer, FarmCash or the Minister may treat the whole of the indebtedness hereby guaranteed as immediately due and payable and may collect from the Guarantors the total amount hereby guaranteed.</p> <p>Continuing Obligations The obligations of the Guarantors under this guarantee are continuing obligations, and a new cause of action shall be deemed to arise in respect of each default.</p> <p>Eligibility and Prior Defaults The Producer and all related parties meet all requirements set out in the application for a cash advance under the AMPA and APP, and neither the Producer nor any related party is in default under any prior repayment agreement under APP, SCAP, or ESCAP.</p>	<p>Producer’s Obligations and Guarantor Responsibility The Producer will fulfill all obligations set out in the application for a cash advance under the AMPA and/or APP. If the Producer does not fully repay the advance, interest, and any costs involved in collecting the account, the Guarantors will be responsible, individually and collectively, for repayment of the debt, including interest and all costs now and in the future.</p> <p>No Requirement to Exhaust Remedies FarmCash shall not be required to exhaust its remedies against the Producer or any other party before seeking payment from the Guarantors under this guarantee.</p> <p>Binding Effect / Term This guarantee shall be binding upon the undersigned Guarantor(s) and their respective heirs, executors, administrators, and assigns, and shall remain in full force and effect until all amounts owing by the Producer to FarmCash and/or the Minister have been paid in full, whether under the repayment agreement or otherwise.</p> <p>Limiting the Guarantee (Notice Requirement) The Guarantors acknowledge that consideration has been given and agree that this guarantee may only be limited by providing written notice to FarmCash at #200, 6815-8th Street NE, Calgary, Alberta, of the Guarantor’s intent to limit this guarantee. Any such notice shall be effective only in respect of advances made after FarmCash receives the notice.</p>

JOINT & SEVERAL LIABILITY - PARTNERSHIP/CORPORATION/COOPERATIVE *(continued)*

I/We have read, understand, and agree to be bound by the terms of this declaration and FarmCash's Repayment Agreement, and confirm that all information set out in these documents is true and correct. By signing this document, you understand and agree that action may be taken against you personally to repay the full amount of any defaulted advance, plus interest and costs.

IN WITNESS WHEREOF, the undersigned Guarantor(s) have executed this guarantee. **(Do not use corporate seals on this document.)**



Name of Shareholder/Authorized Officer	APP ID
Signature of Shareholder/Authorized Officer	Date (YYYY/MM/DD)
Name of Shareholder/Authorized Officer	APP ID
Signature of Shareholder/Authorized Officer	Date (YYYY/MM/DD)
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Name of Shareholder/Authorized Officer	APP ID
Signature of Shareholder/Authorized Officer	Date (YYYY/MM/DD)
Name of Shareholder/Authorized Officer	APP ID
Signature of Shareholder/Authorized Officer	Date (YYYY/MM/DD)

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)** _____



Signature of Shareholder

Name of Shareholder

Personal Liability

PERSONAL LIABILITY (for Sole Proprietor of a Farming Business)

I, being the sole proprietor of the farming business named in section 1.0 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)



Signature of Sole proprietor

Name of Sole proprietor

(OPTIONAL) - 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.

Notes: The letter of guarantee must be dated, signed by the alternate guarantor(s), and provided to FarmCash 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)



WAIVER OF EXEMPTION PROTECTION FOR SPECIFIC CHATTEL

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

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

- 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 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.

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



ATTACH CORPORATE SEAL IF APPLICABLE

Priority Agreement with a Secured Creditor (Optional)



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

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"*):

Transit #

Phone

Email

Relationship Manager:

Street/Box

Town/City

Prov

Postal Code

PRIORITY AGREEMENT WITH A SECURED CREDITOR - *Continued*

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 (Mandatory)

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 FarmCash (herein called the "Administrator") to the Producer, the Administrator and the Creditor agree that the security interest in the Agricultural Product(s) listed above for which the advance was 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 FarmCash (herein called the "Administrator") to the Producer, the Creditor confirms that it does not have any lien or security pursuant to section 427 of the Bank Act, or pursuant to any other law of Canada or of the provinces, related to the Agricultural Product(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.

PRIORITY AGREEMENT WITH A SECURED CREDITOR - Continued

PART 2: the Creditor must complete the next question regardless of security interest or lien:

The Creditor (please check one) has has not 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

Authorized Officer of Creditor (Name & Title)

Date (YYYY/MM/DD)

Signature of Officer

Name of Creditor

Email

Phone

Fax

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

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, 2026 and expiring March 31, 2027.

FARMCASH USE ONLY

Alberta Grains (FarmCash) – 200-6815 8TH STREET NE, CALGARY, AB T2E 7H7
 T 1-855-376-2274 F 403-291-0190 E INFO@FARMCASHADVANCE.COM

Date (YYYY/MM/DD)

Name & Title Of Authorized Officer Of Administrator

Signature Of Administrator



INSURANCE FORMS

(Assignment of Indemnity)

BC, AB, SK, MB

AGRISTABILITY PRODUCERS ONLY**BUSINESS RISK MANAGEMENT PROGRAM PROCEEDS ASSIGNMENT AGREEMENT****Storable and Non-Storable Producer and Administrator Information**

Agreement Date: (MM/DD/YYYY)

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****"AAFC"** means Agriculture and Agri-Food Canada**"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.**"Advance"** means the money borrowed by the Assignor through the APP under the above-mentioned Repayment Agreement.**"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.**"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.**"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 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.

AGRISTABILITY PRODUCERS ONLY

BUSINESS RISK MANAGEMENT PROGRAM PROCEEDS ASSIGNMENT AGREEMENT - Continued

The Assignor hereby authorizes:

- a) 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.
- b) 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;
- c) 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;
- d) 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.
- e) 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:



Signature of Producer/Authorized Officer	Name and title of Producer/Authorized Officer	Date (yyyy/mm/dd)
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Signature of Producer/Authorized Officer	Name and title of Producer/Authorized Officer	Date (yyyy/mm/dd)
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Signature of Administrator	Name and title of Administrator	Date (yyyy/mm/dd)
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Any personal information you provide to Agriculture and Agri-Food Canada will be protected under the Privacy Act and stored in Personal Information Bank AAFC-PPU-140.



BC ONLY

INSURANCE - CROP YEAR 2026

PRODUCTION INSURANCE – BC Ministry of Agriculture, Food and Fisheries

Schedule H-1: Assignment of Indemnity

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 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 2026. 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 _____
	_____ <input type="checkbox"/> am <input type="checkbox"/> pm. PI Finance Rep's Name (Print) _____ Signature _____





BC ONLY

CROP YEAR 2026



BC ASSIGNMENT OF INDEMNITY FORM (LPI)

Identification Number: 870	Subscription:	Year 2026
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CLIENT INFORMATION

Business Name
Business Address
Contact Person <i>(Must be a Client, or Shareholder of the company)</i>

THIS ASSIGNMENT ONLY COVERS LIVESTOCK PRICE INSURANCE

For valuable consideration, the Insured hereby assigns to **Alberta Grains (FarmCash) of #200, 6815 - 8 Street NE, Calgary, Alberta 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.

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

Dated at _____ City or Town _____ in the Province of British Columbia this the XX day of month 2026

Client (print)	Client (signature)
Witness (print)	Witness (signature)

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.

FOR OFFICE USE ONLY	CONSENT AND ACKNOWLEDGMENT 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, AB 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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Form B1011-04
BC1007



ASSIGNMENT OF INDEMNITY FORM FOR INSURANCE (Excluding Livestock Price Insurance -LPI)



AB ONLY

BRANCH OFFICE USE ONLY	
Identification Number: 870	Year 2026
ASSIGNOR INFORMATION	
Business Name ("Assignor")	Identification #
*Assignor Contact Person(s) * Assignor Contact Person(s) <i>must have authority to make legal decisions for the Assignor</i>	
Assignor Mailing Address	
ASSIGNMENT OF INDEMNITY	
This Assignment covers Insurance subscriptions held by the Assignor for Annual and Perennial Programs administered by Agriculture Financial Services Corporation as indicated on this Assignment of Indemnity Form (the "Assigned Subscriptions"). For clarity, the Assigned Subscriptions do not include LPI.	
For valuable consideration, the Assignor hereby assigns to the below Assignee an undivided 100% of all monies up to a sum of \$_____ which may be payable by Agriculture Financial Services Corporation as a result of a payable loss on the Assigned Subscriptions:	
Assignee Name: Alberta Grains (FarmCash)	
Assignee Mailing Address: #200, 6815 - 8 Street NE , Calgary, AB, T2E7H7	
Expiry: This Assignment is in effect until its expiry, on March 31, 2027	
Dated at _____ in the Province of Alberta this _____ day of _____, 20____.	
Assignor Signature	Witness Signature
Printed Name	Printed Name
Assignor Signature	Witness Signature
Printed Name	Printed Name
CENTRAL OFFICE USE ONLY	
AFSC accepts this assignment, subject to all limitations set out herein as of the ____ day of _____, 20____.	
Signed by: _____ for Agriculture Financial Services Corporation.	
LIMITATIONS AND NOTES TO ASSIGNOR AND ASSIGNEE:	
<ol style="list-style-type: none"> 1. This form is for convenience only. Seek your own legal advice. 2. This form must be forwarded to Agriculture Financial Services Corporation ("AFSC") for review and acceptance, subject to the deduction of any monies which may be owing to AFSC or any other legal rights held by AFSC under the Contract of Insurance or at law. AFSC is not bound by this Assignment unless accepted in writing by AFSC. 3. The Assignor understands that indemnity payments up to the amount stated in this Assignment will be made payable to the Assignee and forwarded directly to the Assignee. 4. Ensure all information is recorded clearly and accurately. Accuracy in completing the assignment will ensure that it is designated to the correct person or entity. 5. This Assignment expires on the date indicated. 	Date Stamp



AB ONLY

CROP YEAR 2026



AB ASSIGNMENT OF INDEMNITY FORM (LPI)

Identification Number: 870	Subscription:	Year 2026
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CLIENT INFORMATION

Business Name

Business Address

THIS ASSIGNMENT COVERS ONLY LIVESTOCK PRICE INSURANCE.

For valuable consideration, the Insured hereby assigns to **Alberta Grains (FarmCash) of #200, 6815 - 8 Street NE, Calgary, Alberta 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.

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 for the purpose of meeting and advancing AFSC's legislative, contractual, administrative, business and operational obligations and objectives.

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.

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. RETURN THIS COMPLETED DOCUMENT TO YOUR LOCAL LPI OFFICE.

Dated at _____ City or Town _____ in the Province of Alberta this the XX day of month 2026

Client (print)	Client (signature)
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Witness (print)	Witness (signature)
-----------------	---------------------

Do Not Use This Area	Date Stamp	Do Not Use This Area
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SK ONLY

CROP YEAR 2026



SK ASSIGNMENT OF INDEMNITY FORM

Contract Number:		Customer Name:	
Address			Province
Town / City		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: T2E7H7	Branch Phone Number: 1.825.509.3538	
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 2026 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	
<p>The Corporation hereby consents to the above assignment subject to all the provisions, terms conditions and stipulations contained in:</p> <p>a) The Contract of Insurance under which the indemnity arises.</p> <p>b) The Saskatchewan Crop Insurance Act, the Agricultural Safety Net Act, and the regulations made there under as they may exist from time to time, and any other relevant provincial legislation.</p> <p>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.</p> <p>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.</p> <p>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.</p>			
Approval Date	For Saskatchewan Crop Insurance Corporation	Head office Use Only	
		ASSIGNMENT PRIORITY	
<p>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</p>			

ASSIND0125-4/FIN





SK ONLY

CROP YEAR 2026



SK ASSIGNMENT OF INDEMNITY FORM (LPI)

Identification Number: 870	Subscription:	Year 2026
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CLIENT INFORMATION

Business Name
Business Address
Contact Person <i>(Must be a Client, or Shareholder of the company)</i>

THIS ASSIGNMENT COVERS ONLY LIVESTOCK PRICE INSURANCE.

For valuable consideration, the Insured hereby assigns to **Alberta Grains (FarmCash) of #200, 6815 - 8 Street NE, Calgary, Alberta 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

Dated at _____ City or Town _____ in the Province of Saskatchewan this the XX day of month 2026

Client (print)	Client (signature)
Witness (print)	Witness (signature)

OFFICE USE ONLY	CONSENT AND ACKNOWLEDGMENT
	Dated in Lacombe, AB this _____ day of _____, 20____ Signed by _____ for Agriculture Financial Services Corporation

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

Do Not Use This Area	Date Stamp	Do Not Use This Area
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Form S1011-04
SK1007



MB ONLY

CROP YEAR 2026



MB ASSIGNMENT OF INDEMNITY FORM (LPI)

Identification Number: 870		Year 2026
CLIENT INFORMATION		
Business Name		
Business Address		
Phone Number	Fax	
THIS ASSIGNMENT COVERS ONLY LIVESTOCK PRICE INSURANCE		AGENCY:
<p>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:</p> <p>Name of Assignee <u>Alberta Grains (FarmCash)</u> Phone <u>1.855.376.2274</u></p> <p>Of #<u>200, 6815 - 8 Street NE Calgary, AB</u> Postal Code: <u>T2E 7H7</u> Transit Number: _____</p> <p>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)</p> <p>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.</p>		
SIGNATURE		
Dated at	City or Town	in the Province of Manitoba this the XX day of month 2026
Client (Assignor) print	Client (Assignor) signature	
Witness (print)	Witness (signature)	
<ul style="list-style-type: none"> Upon acceptance by the Corporation, this assignment will be recorded and a copy forwarded to the assignee. 		
<p>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</p>		
Do Not Use This Area	Date Stamp – primary	Date Stamp – secondary



MB ONLY



MB ASSIGNMENT OF INDEMNITY FORM (LPI)

Identification Number: 870		Year 2026
MASC OFFICE USE ONLY	CONSENT AND ACKNOWLEDGMENT	
	<p>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.</p> <p>This assignment is accepted by Manitoba Agricultural Services Corporation subject, however, to prior recorded assignment(s) in the amount of \$_____ Approval Date _____</p> <p>Assignment Reference _____</p> <p style="text-align: right;">For Agriculture Financial Services Corporation</p>	
AFSC OFFICE USE ONLY	<p>Dated in Lacombe, AB this _____ day of _____, 20_____</p> <p>Signed by _____ for Agriculture Financial Services Corporation</p>	

FORM M1011-08 MB1007 PAGE 2 OF 2



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 Alberta Grains (FarmCash)	TRANSIT NUMBER
ADDRESS #200, 6815 - 8 Street NE	TELEPHONE NUMBER 1.855.376.2274
CITY/TOWN Calgary	PROVINCE AB
	POSTAL CODE 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 2026 crop year as determined by the Manitoba Agricultural Services Corporation up to the amount of \$ 0,0 (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 and a copy forwarded to the assignee.
- A cheque or money order in the amount of \$63.00 (including GST of \$3.00) must be enclosed with this assignment.

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
--------------------------------	--	----------------------

Note: This assignment is only in effect for the crop year mentioned above.





A HUB International Company

LOSS PAYABLE ASSIGNMENT CLAUSE

Policy Number		Policy Expiry Date: December 31, 2026	
Customer Number			
Farm Name			
Contact Name		Phone	
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	City or Town	in the Province of	, this XX day of month 2026
Insured (print)		Insured (signature)	
Insured (print)		Insured (signature)	
Witness (print)		Witness (signature)	
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	

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

POST PRODUCTION - STORABLE PRODUCTS

2.3 TERMS & CONDITIONS OF THE REPAYMENT AGREEMENT

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 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 **March 31, 2027**.
- 1.6. "AMPA" means *Agricultural Marketing Programs Act*.
- 1.7. "APP" means the *Advance Payments Program*.
- 1.8. "Application" means Section 1 and Subsections 2.0 to 2.4 of this Application and Repayment Agreement.
- 1.9. "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.
- 1.10. "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.
- 1.11. "Eligible Advance" means the advance amount the Producer is entitled to as stated in Section 2.4 of the Application.
- 1.12. "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.
- 1.13. "ESCAP" means the *Enhanced Spring Credit Advance Program*.
- 1.14. "His Majesty" means His Majesty the King in Right of Canada.
- 1.15. "Livestock" means cattle, hogs, goats, sheep, bison and any other animal designated by regulation, and as listed in section 2.1 of the Application.
- 1.16. "Minister" means the Minister of *Agriculture and Agri-Food Canada* or any person authorized to act on his or her behalf.
- 1.17. "Producer" means the individual or Corporation/Cooperative/Partnership identified in Part 1 of the Application.
- 1.18. "Production Period" means the period used for the purpose of the issuing and repayment of Advances for an Agricultural Product under this Repayment Agreement, which

commences on **April 1, 2026** and terminates on **September 30, 2027**; and for advances on cattle, continuous flow cattle, and bison commences on **April 1, 2026** and terminates on **March 31, 2028**.

- 1.19. "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 2026**, which commences on **April 1, 2026** and terminates on **March 31, 2028**.
- 1.20. "Repayment Agreement" means the completed Application and these Terms and Conditions signed by the Producer and an authorized representative of the Administrator.
- 1.21. "SCAP" means the Spring Credit Advance Program.
- 1.22. "Terms and Conditions" means the content of Section 2.5 of this Application and Repayment Agreement.

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 Section 2.1 of the Application and which is in accordance with Section 2.4 of 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 Section 2.2 of 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 for first-time applications and \$100 for subsequent applications will be deducted from each advance issued to the producer**.
- 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.
- 2.5. Where, despite the requirements of 2.1 of these Terms and Conditions, the Administrator believes the applicant may not have the necessary Livestock inventory(ies), the Administrator reserves the right to request additional documentation required to confirm that the applicant has sufficient Livestock inventory(ies) to secure the Advance.

In such instances, the Administrator may also conduct an inspection at their discretion.

3. REPAYMENT OF THE ADVANCE

- 3.1. The Producer shall fully repay the amount of the Advance as specified in Section 2.4 of 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:
- 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 Section 2.1 of 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
 - 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 Section 2.1 of 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
 - 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 Section 2.1 of 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:
- 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;
 - by assigning or paying directly to the Administrator any amount payable to or received by the Producer under an Eligible BRM Program listed in Section 2.2 of 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;
 - by paying directly to the Administrator any amount received by the Producer, not exceeding the proceeds evidenced by proof of sale; or
 - 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**; or
- 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:
- 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);
 - 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
 - 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:
- the interest that accrues on the interest-bearing advance, until it is repaid;
 - the interest-bearing advance;
 - any penalties related to repayment without proof of sale and late repayment; and
 - 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 Section 1.7 of 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 Section 2.2 of 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.
- 4.8. If at any time while the Advance remains outstanding the Administrator believes the applicant may not have the necessary Livestock inventory(ies), the Administrator reserves the right to request additional documentation required to confirm that the applicant has sufficient Livestock inventory(ies) to secure the Advance. In such instances, the Administrator may also conduct an inspection at their discretion.

5. DEFAULT

- 5.1. The Administrator shall declare a Producer in default and immediately inform the Producer of the same, if the Producer:
- 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;
 - 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);
 - 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;
 - has not met all their obligations under the Repayment Agreement at the end of the Production Period for which the Advance was made;

- 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
 - 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:
- a) the outstanding amount of the guaranteed Advance;
 - 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;
 - 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;
 - 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
 - e) all other outstanding amounts under this Repayment Agreement.
- 5.3. The Producer agrees that upon default, based on the assignment set out in Section 2.2 of 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:
- a) No ineligibility period where the defaulted Advance is repaid within six (6) months of being declared in default;
 - 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;
 - 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;
 - 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;
 - 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;
 - 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
 - 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:
- a) Zero percent (0%) on the amount designated as interest-free;
 - b) **RBC Prime rate less half percent (Prime - 0.50%) compounded monthly** on the amount designated as interest-bearing. If the interest rate negotiated with 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;
 - c) **RBC Prime rate plus one percent (Prime +1%) compounded monthly** 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

d) **RBC Prime rate plus one percent (Prime +1%) compounded monthly** 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:

a) **The RBC Prime Rate plus one percent (Prime +1%) compounded monthly** 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

b) **The RBC Prime Rate plus 3 percent (Prime +3%) compounded monthly** 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 Producer's liability becomes a debt to the Crown. As required under the Financial Administration Act's Interest and Administrative Charges Regulations, the default penalty interest referenced in Paragraph 6.2.b will be replaced by the average Bank of Canada rate plus three percent (+3%) compounded monthly from the date of subrogation until the date the Producer's liability is repaid. If AAFC is required to take legal action, the Producer may be subject to the federal post-judgement rates.

6.4. The Government of Canada will cease to pay the interest on the interest-free amount referred to in Section 6.1.a.:

- a) The day the Producer repays the advance;
- b) The day the Producer defaults on the advance; or
- 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.
- 7.15 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.

LIVESTOCK WITH AGRISTABILITY

2.5 TERMS & CONDITIONS OF THE REPAYMENT AGREEMENT

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 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 **March 31, 2027**.
- 1.6. "AMPA" means *Agricultural Marketing Programs Act*.
- 1.7. "APP" means the *Advance Payments Program*.
- 1.8. "Application" means Section 1 and Subsections 2.0 to 2.4 of this Application and Repayment Agreement.
- 1.9. "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.
- 1.10. "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.
- 1.11. "Eligible Advance" means the advance amount the Producer is entitled to as stated in Section 2.4 of the Application.
- 1.12. "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.
- 1.13. "ESCAP" means the *Enhanced Spring Credit Advance Program*.
- 1.14. "His Majesty" means His Majesty the King in Right of Canada.
- 1.15. "Livestock" means cattle, hogs, goats, sheep, bison and any other animal designated by regulation, and as listed in section 2.1 of the Application.
- 1.16. "Minister" means the Minister of *Agriculture and Agri-Food Canada* or any person authorized to act on his or her behalf.
- 1.17. "Producer" means the individual or Corporation/Cooperative/Partnership identified in Part 1 of the Application.

- 1.18. "Production Period" means the period used for the purpose of the issuing and repayment of Advances for an Agricultural Product under this Repayment Agreement, which **commences on April 1, 2026 and terminates on September 30, 2027**; and for advances on cattle, continuous flow cattle, and bison **commences on April 1, 2026 and terminates on March 31, 2028**.
- 1.19. "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 2026, which commences on April 1, 2026 and terminates on March 31, 2028**.
- 1.20. "Repayment Agreement" means the completed Application and these Terms and Conditions signed by the Producer and an authorized representative of the Administrator.
- 1.21. "SCAP" means the Spring Credit Advance Program.
- 1.22. "Terms and Conditions" means the content of Section 2.5 of this Application and Repayment Agreement.

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 Section 2.1 of the Application and which is in accordance with Section 2.4 of 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 Section 2.2 of 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** for first-time applications and **\$100 for subsequent applications will be deducted from each advance issued to the producer**.
- 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.

2.5. Where, despite the requirements of 2.1 of these Terms and Conditions, the Administrator believes the applicant may not have the necessary Livestock inventory(ies), the Administrator reserves the right to request additional documentation required to confirm that the applicant has sufficient Livestock inventory(ies) to secure the Advance. In such instances, the Administrator may also conduct an inspection at their discretion.

3. REPAYMENT OF THE ADVANCE

3.1. The Producer shall fully repay the amount of the Advance as specified in Section 2.4 of 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:

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 Section 2.1 of 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

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 Section 2.1 of 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

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 Section 2.1 of 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:

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;

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 Section 2.2 of 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;

c) by paying directly to the Administrator any amount received by the Producer, not exceeding the proceeds evidenced by proof of sale; or

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:

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);

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

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:

a) the interest that accrues on the interest-bearing advance, until it is repaid;

b) the interest-bearing advance;

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

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 Section 1.7 of 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 Section 2.2 of 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.
- 4.8. If at any time while the Advance remains outstanding the Administrator believes the applicant may not have the necessary Livestock inventory(ies), the Administrator reserves the right to request additional documentation required to confirm that the applicant has sufficient Livestock inventory(ies) to secure the Advance. In such instances, the Administrator may also conduct an inspection at their discretion.

5. DEFAULT

- 5.1. The Administrator shall declare a Producer in default and immediately inform the Producer of the same, if the Producer:
- 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;
 - 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);

- 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;
 - d) has not met all their obligations under the Repayment Agreement at the end of the Production Period for which the Advance was made;
 - 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
 - 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:
- a) the outstanding amount of the guaranteed Advance;
 - 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;
 - 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;
 - 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
 - e) all other outstanding amounts under this Repayment Agreement.
- 5.3. The Producer agrees that upon default, based on the assignment set out in Section 2.2 of 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:
- a) **No ineligibility period** where the defaulted Advance is repaid within six (6) months of being declared in default;
 - 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;
 - 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;
 - 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;
 - 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;
 - 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
 - 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:
- Zero percent (0%) on the amount designated as interest-free;
 - RBC Prime rate less half percent (Prime - 0.50%) compounded monthly** on the amount designated as interest-bearing. If the interest rate negotiated with 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;
 - 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
 - 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:
- the RBC Prime Rate plus one percent (Prime +1%) compounded monthly** 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
 - RBC Prime rate plus three percent (Prime +3%) compounded monthly** 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 Producer's liability becomes a debt to the Crown. As required under the Financial Administration Act's Interest and Administrative Charges Regulations, the default penalty interest referenced in Paragraph 6.2.b will be replaced by the average Bank of Canada rate plus three percent (+3%) compounded monthly from the date of subrogation until the date the Producer's liability is repaid. If AAFC is required to take legal action, the Producer may be subject to the federal post-judgement rates.

- 6.4. The Government of Canada will cease to pay the interest on the interest-free amount referred to in Section 6.1.a.:
- The day the Producer repays the advance;
 - The day the Producer defaults on the advance; or
 - 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.
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- 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.
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2.5 TERMS & CONDITIONS OF THE REPAYMENT AGREEMENT

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- 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 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 **March 31, 2027**.
- 1.6 "AMPA" means *Agricultural Marketing Programs Act*.
- 1.7 "APP" means the *Advance Payments Program*.
- 1.8 "Application" means Section 1 and Subsections 2.0 to 2.4 of this Application and Repayment Agreement.
- 1.9 "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, in this case the LPI administrator, attesting to the amount of Security available under the program and wherein the Producer demonstrates their participation in the program.
- 1.10 "Eligible Advance" means the Advance the Producer is entitled to as stated in Section 2.3 of the Application.
- 1.11 "Eligible BRM Program" means an eligible Business Risk Management program, as listed in the Schedule of AMPA or otherwise made available by regulation for which the Producer has declared being a participant and that is used by the Producer as security on a Livestock Advance. In this instance, the eligible Business Risk Management program is Livestock Price Insurance..
- 1.12 "ESCAP" means the *Enhanced Spring Credit Advance Program*.
- 1.13 "His Majesty" means His Majesty the King in Right of Canada.
- 1.14 "Livestock" means cattle, hogs, goats, sheep bison and any other animal designated by regulation, and as listed in section 2.1 of the Application.
- 1.15 "Minister" means the Minister of *Agriculture and Agri-Food Canada* or any person authorized to act on his or her behalf.
- 1.16 "Producer" means the individual or Corporation/ Cooperative/Partnership identified in Part 1 of the Application.
- 1.17 "Production Period" means the period used for the purpose of the issuing and repayment of Advances for an Agricultural Product under this Repayment Agreement, which **commences on April 1, 2026 and terminates on September 30, 2027**; and for advances on cattle, continuous flow cattle, and bison **commences on April 1, 2026 and terminates on March 31, 2028**.

- 1.18 "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 2026, which commences on April 1, 2026 and terminates on March 31, 2028**.
- 1.19 "Repayment Agreement" means the completed Application and these Terms and Conditions signed by the Producer and an authorized representative of the Administrator.
- 1.20 "SCAP" means the Spring Credit Advance Program.
- 1.21 "Terms and Conditions" means the content of Section 2.5 of this Application and Repayment Agreement.
- 1.22 "LPI" means Livestock Price Insurance (formerly the Western Livestock Price Insurance Program or WLPIP).

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 Section 2.1 of the Application and which is in accordance with Section 2.3 of 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 for first-time applications and \$100 for subsequent applications will be deducted from each advance issued to the producer**.
- 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.
- 2.5 Where, despite the requirements of 2.1 of these Terms and Conditions, the Administrator believes the applicant may not have the necessary Livestock inventory(ies), the Administrator reserves the right to request additional documentation required to confirm that the applicant has sufficient Livestock inventory(ies) to secure the Advance. In such instances, the Administrator may also conduct an inspection at their discretion.

3 REPAYMENT OF THE ADVANCE

- 3.1 The Producer shall fully repay the amount of the Advance issued to the Producer as specified in Section 2.3 of 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:
- 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 Section 2.1 of 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;
 - 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 Section 2.1 of 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
 - 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:
- 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;
 - by paying directly to the Administrator any amount received by the Producer, not exceeding the proceeds evidenced by proof of sale; or
 - 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:
- 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);
 - 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
 - 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:
- the interest that accrues on the interest-bearing advance, until it is repaid;
 - the interest-bearing advance;
 - any penalties related to repayment without proof of sale and late repayment; and
 - 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 Section 1.7 of 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 the Eligible BRM Program, in this case LPI, 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 LPI 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 LPI 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 LPI payments shall rank in priority to any other interests. The Producer agrees and understands that the Administrator may register financing statement(s) on these LPI 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 LPI 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.
- 4.8** If at any time while the Advance remains outstanding the Administrator believes the applicant may not have the necessary Livestock inventory(ies), the Administrator reserves the right to request additional documentation required to confirm that the applicant has sufficient Livestock inventory(ies) to secure the Advance. In such instances, the Administrator may also conduct an inspection at their discretion.

5 DEFAULT

- 5.1 The Administrator shall declare a Producer in default and immediately inform the Producer of the same, if the Producer:
- 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;
 - 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);
 - 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;
 - has not met all their obligations under this Repayment Agreement at the end of the Production Period for which the Advance was made;
 - 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
 - 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:
- the outstanding amount of the guaranteed Advance;
 - 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;
 - 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;
 - 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;
 - all other outstanding amounts under this Repayment Agreement
- 5.3 The Producer agrees that upon default, based on the assignment set out in Section 2.2 of 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:
- No ineligibility period where the defaulted Advance is repaid within **six (6) months** of being declared in default;
 - 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;
 - 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;
 - 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;
 - An ineligibility period of six (6) years from the date of recovery of the debt in accordance with the terms a compromise settlement;
 - 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
 - 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:

- a) Zero percent (0%) on the amount designated as interest-free;
- b) **RBC Prime rate less half percent (Prime - 0.50%) compounded monthly**, on the amount designated as interest-bearing. If the interest rate negotiated with 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;
- 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
- 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:

- a) **the RBC Prime Rate plus one percent (Prime +1%) compounded monthly** 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
- b) **the RBC Prime rate plus three percent (Prime +3%) compounded monthly** 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 Producer's liability becomes a debt to the Crown. As required under the Financial Administration Act's Interest and Administrative Charges Regulations, the default penalty interest referenced in Paragraph 6.2.b will be replaced by the average **Bank of Canada rate plus three percent (+3%) compound monthly** from the date of subrogation until the date the Producer's liability is repaid. If AAFC is required to take legal action, the Producer may be subject to the federal post-judgement rates.

6.4 The Government of Canada will cease to pay the interest on the interest-free amount referred to in Section 6.1.a.:

- a) The day the Producer repays the advance;
- b) The day the Producer defaults on the advance; or
- 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 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), in this case LPI, used as security and shall ensure the assignment of any payments from LPI 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 LPI 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 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.
- 7.15** 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 other the APP and/or *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.

IN-PRODUCTION PRODUCTS

2.9 TERMS & CONDITIONS OF THE REPAYMENT AGREEMENT

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, as applicable, of an eligible Agricultural Product which is In Production per Subsections 1.14 of these Terms and Conditions or which is Storable per Subsection 1.24 of Terms and Conditions.
- 1.4. "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, 2027**.
- 1.5. "Advance Rate on Storable Agricultural Product" means the rate of issuance applicable to Advance on Storable Agricultural Products issued prior to **March 31, 2027**.
- 1.6. "AMPA" means *Agricultural Marketing Programs Act*.
- 1.7. "APP" means the *Advance Payments Program*.
- 1.8. "Application" means Section 1 and Subsections 2.0 to 2.8 of this Application and Repayment Agreement and, where applicable, Subsections 2.10 to 2.17 of this Application and Repayment Agreement and Subsections 2.18 to 2.19 of this Application and Repayment Agreement.
- 1.9. "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, attesting to the amount of Security available under the Eligible BRM Program and wherein the Producer demonstrates their participation in the Eligible BRM program.
- 1.10. "Eligible Advance" means the Advance the Producer is entitled to as stated in either Section 2.8, 2.17 or 2.19 of the Application, as applicable.
- 1.11. "Eligible BRM Program" means an eligible Business Risk Management program, as listed in the *AMPA* schedule or otherwise made eligible by regulation for which the Producer declares being a participant and that is used by the Producer as security on an Advance on an Agricultural Product.
- 1.12. "ESCAP" means the *Enhanced Spring Credit Advance Program*.
- 1.13. "His Majesty" means His Majesty the King in Right of Canada.
- 1.14. "In-Production" means the Agricultural Product listed in either Section 2.1 or 2.10 of the Application, as applicable, which is not yet produced.
- 1.15. "Minister" means the Minister of *Agriculture and Agri-Food Canada* or any person authorized to act on his or her behalf.
- 1.16. "Non-storable Agricultural Product" means the Agricultural Product classified as Non-Storable under the program, and as listed in either Section 2.1 or 2.10 of the Application, as applicable.
- 1.17. "Post-Production" means the Agricultural Product listed in Section 2.19 of the Application, which has been produced and is in storage.
- 1.18. "Producer" means the individual or Corporation/ Cooperative/Partnership identified in Part 1 of this Repayment Agreement.
- 1.19. "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, 2026** and terminates **September 30, 2027**; and for advances on cattle, continuous flow cattle, and bison commences on **April 1, 2026** and terminates on **March 31, 2028**.
- 1.20. "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 2026**, which commences on **April 1, 2026** and terminates on **March 31, 2028**.
- 1.21. "Repayment Agreement" means the completed Application and these Terms and Conditions signed by the Producer and an authorized representative of the Administrator.
- 1.22. "SCAP" means the Spring Credit Advance Program.
- 1.23. "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.
- 1.24. "Storable Agricultural Product" means the Agricultural Product classified as Storable under the program, and as listed in Sections 2.1, 2.10 or 2.19 of the Application, as applicable.
- 1.25. "Terms and Conditions" means the content of Section 2.9 of this Application and Repayment Agreement.

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 Section 2.8 of 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 Section 2.8 of 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 Sections 2.3 to 2.7 of 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 section 2.8 of the Application.
- 2.4. Before **July 31, 2026**, 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 Sections 2.10 to 2.17 of 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 Section 2.2 of 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, 2026** 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 Section 2.19 of 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 for first-time applications and \$100 for subsequent applications will be deducted from each advance issued to the producer.**
- 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.
- 2.13. Where, despite the requirement of 2.3 and 2.4 of these Terms and Conditions, the Administrator believes the applicant may not produce or have sufficient Agricultural Product(s), the Administrator reserves the right to request additional documentation necessary to confirm that the applicant will produce or has sufficient Agricultural Product to secure the Advance. In such instances, the Administrator may also conduct an inspection at their discretion.

3. REPAYMENT OF THE ADVANCE

3.1. The Producer shall fully repay the amount of the Advance as specified in Section 2.8 of 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:

- 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 Section 2.1 of 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
 - 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 Section 2.1 of 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
 - c) where the Producer has assigned or otherwise agreed to transfer, payments from an Eligible BRM Program listed in Sections 2.3 to 2.7 of 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:
- 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;

- b) by paying directly to the Administrator any amount received by the Producer under an Eligible BRM Program;
 - c) by paying directly to the Administrator any amount received by the Producer, not exceeding the proceeds evidenced by proof of sale;
 - 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
 - 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, 2027** 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:
- 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);
 - 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
 - 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:
- a) the interest that accrues on the interest-bearing advance, until it is repaid;
 - b) the interest-bearing advance;
 - c) any penalties related to repayment without proof of sale and late repayment; and
 - 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 Section 1.7 of 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 Section 2.3 to 2.7 of 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 Section 2.3 to 2.7 of 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.
- 4.8 If at any time while the Advance remains outstanding the Administrator believes the applicant may not produce or have sufficient Agricultural Product(s), the Administrator reserves the right to request additional documentation necessary to confirm that the applicant will produce or has sufficient Agricultural Product to secure the Advance. In such instances, the Administrator may also conduct an inspection at their discretion.

5. DEFAULT

- 5.1 The Administrator shall declare a Producer in default and immediately inform the Producer of the same, if the Producer:
- 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;
 - 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);
 - has not met all of the obligations under the Repayment Agreement within **twenty one (21) calendar days** after the day on which the Administrator mails or delivers a notice to the Producer stating that the Producer has had, in the opinion of the Administrator, adequate opportunity to meet the obligation, and requesting that the Producer meet it;
 - has not met all their obligations under the Repayment Agreement at the end of the Production Period for which the Advance was made;
 - 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
 - at any time breaches irremediably any substantial obligation under the Repayment Agreement or under a Stay of Default.
- 5.2 Upon default, the Producer is liable to the Administrator for:
- the outstanding amount of the guaranteed Advance;
 - 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;
 - 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;
 - 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;
 - all other outstanding amounts under this Repayment Agreement.
- 5.3 The Producer agrees that upon default, based on the assignment set out in Section 2.3 to 2.7 of 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 this Repayment Agreement, the following ineligibility period requirements will be applied by the Administrator:
- No ineligibility period where the defaulted Advance is repaid within **six (6) months** of being declared in default;
 - 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;
 - 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;

- 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;
 - e) An ineligibility period of six (6) years from the date of recovery of the debt in accordance with the terms a compromise settlement;
 - 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
 - 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:
- a) Zero percent (0%) on the amount designated as interest-free;
 - b) **RBC Prime rate less half percent (Prime - 0.50%) compounded monthly**, on the amount designated as interest-bearing. If the interest rate negotiated with **RBC** is different than what is charged to the Producer by **FarmCash**, the difference should be used to cover the costs of administering the APP;
 - 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
 - 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:
- a) the **RBC Prime Rate plus one percent (Prime +1%) compounded monthly** on the amount of the outstanding balance from the date the Advance was issued to the date the Producer was declared in default; and
 - b) the **RBC Prime Rate plus ___ percent (Prime +X%)** [simple interest or compound monthly] 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 Producer's liability becomes a debt to the Crown. As required under the Financial Administration Act's Interest and Administrative Charges Regulations, the default penalty interest referenced in Paragraph 6.2.b will be replaced by the average **Bank of Canada rate plus three percent (+3%)** from the date of subrogation until the date the Producer's liability is repaid. If AAFC is required to take legal action, the Producer may be subject to the federal post-judgement rates.
- 6.4 The Government of Canada will cease to pay the interest on the interest-free amount referred to in Section 6.1.a.:
- a) The day the Producer repays the advance;
 - b) The day the Producer defaults on the advance; or
 - 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).
- 7.4 This Repayment Agreement shall commence upon approval and execution of this 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 4.3. or 4.4. 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/fee. The Producer must notify the Administrator within **seven (7) calendar days** if further requests for an assignment of 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 entire Agricultural Product(s) for which the Advance was made, where the Agricultural Product(s) is stored on the premises. This coverage must be sufficient to cover the full extent of the Advance until the Producer's liability is repaid. If the Agricultural Product(s) is stored off-farm at a commercial storage facility, the Producer must ensure that the commercial storage facility has such insurance.
- 7.10 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, except under the following circumstances:
- a) 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
 - b) 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 authorised 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 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.

Have Questions or Need Help?

We're glad you're here! FarmCash is focused on making this easy for you. Visit farmcashadvance.com for rates, forms, and updates, or reach out anytime—we'll guide you every step of the way.

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