



FarmCash – Post-Harvest/Fall Advance

Important Information for Corporations, Cooperatives, and Partnerships

Review these important details before beginning your application:

Eligibility	<ul style="list-style-type: none"> • Producers structured as corporations, cooperatives, and partnerships are eligible for a FarmCash Advance. The Producer must have produced the commodities, continuously own the commodities, and be responsible for the marketing of the commodities being applied for through the FarmCash program. • For cattle advances the Producer must own the livestock applied for on the advance.
Advance Limits	<ul style="list-style-type: none"> • Producers can apply for a FarmCash Advance of up to \$1,000,000. The first \$100,000 is interest free on all commodities, and additional \$400,000 is interest free on canola advances only subject to terms and conditions. • The interest free provision and maximum advance is cumulative over all APP Administrators. • The maximum cumulative advance that can be issued to a Producer, including current outstanding advances (2018 and 2019) and eligible advances for 2019, can at no time exceed \$1,000,000.
Security	<ul style="list-style-type: none"> • Grains, oilseeds and pulse producers' post-harvest advances are secured by the crop in storage. • Livestock producers' must be enrolled in 2019 AgriStability or provide a valid Western Livestock Price Insurance Program (WLPIP) contract to be eligible for an advance. • Honey producers' post-harvest advances are secured by the honey in storage.
Interest Charges	<ul style="list-style-type: none"> • Interest bearing advances are subject to interest rate at TD Prime Rate less 0.50% (calculated daily), which is calculated and applied to accounts on at least a monthly basis.
Application Fee	<ul style="list-style-type: none"> • Alberta Wheat Commission will charge an application fee of \$50 for initial applications and \$50 for subsequent applications.
Funds Issued to Producers	<ul style="list-style-type: none"> • Advances are issued to Producers less the application fee.
Repayment	<ul style="list-style-type: none"> • Repayments are applied as follows: <ol style="list-style-type: none"> 1. Interest-free principal portion of advance (if applicable); 2. Interest charges applied (if applicable); 3. Interest-bearing principal portion of advance (if applicable). • Repay through cheque, electronic funds transfer or grain dealer.



Default	<ul style="list-style-type: none">• Failure to comply with the Repayment Agreement, including, but not limited to full repayment by the end of the Production Period, will result in the Producer's account being declared in default.• Upon default:<ol style="list-style-type: none">1. The interest free benefit must be repaid;2. Default interest is charged at the TD Prime Rate plus 1% on the outstanding balance from the date the advance was issued to the date of default;3. Default interest is charged at the TD Prime Rate plus 3% on the outstanding balance from the date of default until repaid in full.
Inspection Verification	<ul style="list-style-type: none">• A field and/or inventory inspection may be required to verify compliance with the Repayment Agreement.• If a subsequent inspection is required, a \$350.00 inspection fee will be payable by the Producer.• Refusal of an inspection will result in an immediate default.• Each year Alberta Wheat Commission completes inspections on random Advance recipients.• Additional criteria may be used in determining the inspection sample group, including:<ol style="list-style-type: none">a) insufficient documentation of sale;b) advances repaid the last month before the program deadline;c) producers who had one or more defaults during the past three APP program years;d) advances that FarmCash deems high risk.• If upon inspection a producer is found to have an inventory shortage, the Producer will have 30 calendar days to repay the short amount or be declared in default.• If your commodity is stored jointly with another producer, a clear breakdown by producer shall be provided at the time of inspection.



	Field Crops & Honey	Livestock
Production Period	Apr. 1, 2019 to Sept. 30, 2020 Oct. 1, 2018 to Sept. 30, 2020 (Winter Cereals)	Apr. 1, 2019 to Mar. 31, 2021 (Cattle)
Repayment Deadline	Sept. 30, 2020	Mar. 31, 2021 (Cattle)
Repayment Requirements	<ul style="list-style-type: none"> Producers are required to repay their Advance as they sell the commodities listed on their Advance. Repayment is required within 30 calendar days of receipt of payment or within 60 calendar days of delivery to a buyer, whichever is earlier. Repayments submitted outside of those deadlines may be subject to an interest penalty. Minimum repayment is calculated by multiplying the Advance Rate in effect at time of issuance by the number of units sold. 	
Proof of Sale	<ul style="list-style-type: none"> Proof of sale documentation for repayments made directly to Alberta Wheat Commission must be provided by the end of the production period. Proof of sale documentation is required in all circumstances, except as noted below for crops. Repayments without proof of sale in excess of the greater of \$10,000 or 10% of the total amount of the advance will be charged an interest penalty at the TD Prime rate plus 0.25%. For advances on crops, proof of sale documentation is not required for repayments made from the beginning of the production period to January 31, 2020. Refer to Section 3.0 of the Terms and Conditions for further details. 	



Post-Harvest/Fall Advance Checklist

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

Application Submission Reminders

- Producers must send a copy of valid government issued ID such as driver's license, passport, or birth certificate.
- Direct deposit forms or void cheque must be sent for those who wish to receive their FarmCash Advance this way.
- Producers applying for a FarmCash Advance on Livestock must be enrolled in AgriStability or Western Livestock Price Insurance Program (WLPIP) to be eligible. Proof of enrollment documentation is required in the application.

Part 1 – Producer Information			
Check	Section	Page #	Instructions
<input type="checkbox"/>	Producer Information	7	<ul style="list-style-type: none"> • All Producers require a CRA Business Number in this section.
<input type="checkbox"/>	Declaration of Bankruptcy	8	<ul style="list-style-type: none"> • All Applicants must affirm whether they or any of the shareholders, members, partners, as the case may be, have filed, notified, or have previously declared bankruptcy under the <i>Bankruptcy & Insolvency Act</i>.
<input type="checkbox"/>	Related Producers Declaration	8–9	<ul style="list-style-type: none"> • All Producers must declare any relatedness of the Producer to other APP recipients/Producers.
<input type="checkbox"/>	Direct Deposit or Mailed Cheque	10	<ul style="list-style-type: none"> • Upon approval for the Advance, select whether the Producer would like to receive the Advance via direct deposit or mailed cheque. • If selecting direct deposit, provide one of the following options in this section: banking information, a void cheque, or a direct deposit form.

Part 2 – Calculating Your FarmCash Advance			
<input type="checkbox"/>	Commodity Selection & FarmCash Advance Worksheet	11 - 13	<ul style="list-style-type: none"> • Complete this section based on the commodities you are applying to receive a Fall FarmCash Advance on. • Producers may select multiple commodities. FarmCash offers three different categories of commodities: (1) Grains, oilseeds, and pulses; (2) Honey; and (3) Livestock. • This form will require you to select the agriculture commodities, provide quantities and land locations. • Deadline to apply for Post-Harvest advance is March 15, 2020



Part 3 – Producer Declaration & Other Required Documents

Signatures Required

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

Check	Section	Page #	Instructions	Signature(s) Required
<input type="checkbox"/>	Additional Producer Information	14	<ul style="list-style-type: none"> All Applicants must complete. 	Applicant
<input type="checkbox"/>	Terms & Conditions of the Repayment Agreement	15–21	<ul style="list-style-type: none"> All Applicants must carefully read the FarmCash Advance Terms & Conditions of the Repayment Agreement. 	N/A
<input type="checkbox"/>	Declaration of Producer & Repayment Agreement	22–24	<ul style="list-style-type: none"> All Applicants must carefully read the Declaration of Producer & Repayment Agreement. 	N/A
<input type="checkbox"/>	Attestation of Producer & Repayment Agreement Form	25	<ul style="list-style-type: none"> All Applicants must complete and sign. Must also be signed by a non-relative witness of legal age. 	Applicant/Witness
<input type="checkbox"/>	Priority Agreement with a Secured Creditor	26–27	<ul style="list-style-type: none"> Applicant lending institution and/or secured creditor(s) must complete and sign this agreement. 	Lending Institution/ Secured Creditor(s)
<input type="checkbox"/>	Priority Agreement with Agriculture Inputs Supplier	28–29	<ul style="list-style-type: none"> Grains, oilseeds, and pulse producers must have inputs supplier complete and sign. 	Inputs Supplier
<input type="checkbox"/>	WLPIP Assignment of Indemnity Form for Insurance	30–31	<ul style="list-style-type: none"> Applicant using WLPIP must complete and sign. A witness of legal age signature is required 	Applicant/Witness
<input type="checkbox"/>	Business Risk Management Program Proceeds Agreement	32	<ul style="list-style-type: none"> Applicant using AgriStability as security must complete and sign. 	Applicant



Part 4 – Guarantee

Signatures Required

The Applicants **MUST** submit a valid guarantee before its application will be considered. Guarantors resident in the Province of Alberta are required to obtain a Guarantee Acknowledgment Certificate from a lawyer for the guarantee to be valid.

A Personal Guarantee is used ONLY by a Corporation represented by a single shareholder.

Cooperatives, Partnerships, or Corporations with more than one shareholder are required to obtain a **Joint and Several Liability Guarantee** from **ALL** of the members, partners or shareholders of the Corporation or it will have its application rejected.

Check	Section	Page #	Instructions	Signature(s) Required
<input type="checkbox"/>	Personal Guarantee	33–34	<ul style="list-style-type: none"> Corporations with a single shareholder must have the shareholder sign. Must include Certificate of Incorporation. 	Sole Shareholder of Corporate Producer
<input type="checkbox"/>	Joint and Several Liability Guarantee	35–36	<ul style="list-style-type: none"> Producers structured as a corporation with more than one (1) shareholder, a cooperative, or a partnership must have all their shareholders, members or partners sign. Must include Certificate of Incorporation/ Proof of Partnership and Shareholder Ledger. 	All Shareholders (if more than 1) / All Partners/ All Members/ Witness
<input type="checkbox"/>	Guarantee Acknowledgement Certificate	37	<ul style="list-style-type: none"> All shareholders, members, or partners providing a Guarantee who reside in Alberta must obtain a guarantee acknowledgment certificate to be submitted with the guarantee Requires a lawyer's signature 	Shareholder(s) of Producer/Partners & Lawyer as witness in Alberta
<input type="checkbox"/>	Guarantor Certificate	38	<ul style="list-style-type: none"> Only for corporations with a single shareholder of a Producer who is securing an advance with a third-party Guarantor Must secure a letter of guarantee from the financial institution. The original copy of the guarantee certificate must be provided with this application. 	Sole Shareholder of Corporate Producer



Part 1 – Producer Information

1.1 Contact Information

Applicant Information - (Certificate of Incorporation/Proof of Partnership required as attachment)				
Indicate type of business: (check one)		<input type="checkbox"/> Corporation	<input type="checkbox"/> Cooperative	<input type="checkbox"/> Partnership
APP ID #:		CRA Business Number:		
Full Legal Name:				
Authorized Person(s): (Full Legal Name of person(s) authorized to exchange account information)				
Commodity Sales: (Full Legal Name or business name used on sale tickets)				
Legal Address				
Street Address		City/Town	Province	Postal
Phone #	Fax #	Email Address		
Mailing Address (if different from above):				
Street Address		City/Town	Province	Postal
Phone #	Fax #	Email Address		

NOTE: For the purpose of this application, the term “**Applicant**” means the shareholder, officer, director or agent (as the case may be) on behalf of the Producer with authority to bind the Corporation, Cooperative or Partnership under this application and Repayment Agreement.

1.2 Shareholders, Members and Partners

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

List all Shareholders, Members or Partners of the Corporation/Cooperative/Partnership related to this application. All Shareholders / Partners must provide full address (i.e. street, street number, postal code, P.O. box). Attach a separate sheet if required.

First Name	Last Name	Mailing Address: Street Address, City/Town, Prov., Postal	Phone #	Date of Birth YYYY-MM-DD	Interest in Producer
					%
					%
					%
					%
					%
					%

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



1.3 Declaration of Bankruptcy

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

Complete the following table if you selected YES to either of the questions above (attach separate sheet if required):

Name of Shareholder/Member/Partner who declared bankruptcy	Year declared
Insert Full Legal Name	
Insert Full Legal Name	

1.4 Declaration of APP Advances

Please answer the following. If a question is not applicable, please indicate N/A:

1. Have you or related producer ever applied for cash advance with any APP Administrator as a sole proprietor, corporation, cooperative or partnership? ☐ YES ☐ NO
2. Have you or related producer ever been declared in default with another APP Administrator as a sole proprietor, corporation, cooperative or partnership? ☐ YES ☐ NO
3. State your total previous years' outstanding APP advances from other administrators: \$_____
4. State your total 2019/2020 APP advances issued from other administrators: \$_____

1.5 Related Producers

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

- one of the producers is a spouse or common-law partner of the other producer;
- one of the producers owns 25% or more of the voting shares of the other producer;
- one of the producers owns at least 25% of the voting shares of a corporation that directly or indirectly through any other corporation owns 25% or more of the voting shares of the other producer;
- one of the producers is entitled to receive 25% or more of the profits or revenue of the other producer; and
- Any other criteria as outlined in the *Agricultural Marketing Programs Regulations*, as may be amended.

For the purpose of the definition of Related Producers above, common-law partner means an individual who has been cohabiting with a producer in a conjugal relationship for a period of at least one year.

1. According to the above definitions is the Producer related to another producer? ☐ YES ☐ NO
If the answer is no skip questions 2 and 3 and proceed to section 1.8.
2. Has a related producer applied for an APP Advance in this program year or has a related producer participated in APP during a previous program years? ☐ YES ☐ NO
3. Has any related producer, in the past, been found ineligible for an advance as a result of a default under Advance Payments Program (APP), Spring Credit Advance Program (SCAP), or Enhanced Spring Credit Advance Program (ESCAP)? ☐ YES ☐ NO

Producers who replied YES to questions 2 or 3 are required to complete section 1.6 – Related Producers, and if they wish to rebut the presumption of Related Producers to complete section 1.7 – Refutation of Relatedness on the following page.



1.6 Related Producers:

Please provide a list of all Related Producers who have received an advance for this year or past program years from FarmCash or any other APP Administrators (attach a separate sheet if required).

Name of the related producer that received an advance	APP ID	Name of APP Administrator that issued the advance	Program Year (YYYY)
<i>Insert Full Legal Name</i>			
<i>Insert Full Legal Name</i>			
<i>Insert Full Legal Name</i>			
<i>Insert Full Legal Name</i>			

1.7 Refutation of Relatedness

Please check either YES or NO to all statements below for every Related Producer identified herein (attach a separate sheet if required). If you responded "NO" to any of the questions below, you have not rebutted the presumption of relatedness with the producer in question. If you responded "YES" to all the statements below, you have established that you deal at arm's length with the producer(s) in question, and the Administrator may request the appropriate documentation to support your responses, such as articles of incorporation, financial statements, leases, receipts, etc.

Attach a separate sheet if required.

1. Name of the Related Producer who has received an advance: _____

- The Related Producer and I file separate tax returns, and/or have separate financial statements. NO ☐ YES ☐
- The Related Producer and I are not employees or acting agents of the other. NO ☐ YES ☐
- The Related Producer and I conduct all business dealings between one another at fair market value with documented transactions (i.e. sharing of equipment or land). NO ☐ YES ☐

2. Name of the Related Producer who has received an advance: _____

- The Related Producer and I file separate tax returns, and/or have separate financial statements. NO ☐ YES ☐
- The Related Producer and I are not employees or acting agents of the other. NO ☐ YES ☐
- The Related Producer and I conduct all business dealings between one another at fair market value with documented transactions (i.e. sharing of equipment or land). NO ☐ YES ☐

3. Name of the Related Producer who has received an advance: _____

- The Related Producer and I file separate tax returns, and/or have separate financial statements. NO ☐ YES ☐
- The Related Producer and I are not employees or acting agents of the other. NO ☐ YES ☐
- The Related Producer and I conduct all business dealings between one another at fair market value with documented transactions (i.e. sharing of equipment or land). NO ☐ YES ☐

4. Name of the Related Producer who has received an advance: _____

- The Related Producer and I file separate tax returns, and/or have separate financial statements. NO ☐ YES ☐
- The Related Producer and I are not employees or acting agents of the other. NO ☐ YES ☐
- The Related Producer and I conduct all business dealings between one another at fair market value with documented transactions (i.e. sharing of equipment or land). NO ☐ YES ☐



1.8 APP Advance Payment Options

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

Note: if this section is not complete, AWC will mail a cheque to the residential legal address listed in section 1.1.

Please select one of the following two options:

1. Direct Deposit: fill out the required information below or attach a void cheque.

Name of Primary Financial Institution				
Street Address		City/Town	Province	Postal Code
Phone #	Fax #	Email Address		
Transit #		Account #		

2. Mail a cheque: ☐ to the Legal Address as listed in section 1.1.; or
☐ to the following:

Attention:			
Street Address	City/Town	Province	Postal Code

The information on this form is collected under the authority of section 10 of the *Agriculture Marketing Programs Act*. Any personal information provided by the Administrator to Agriculture and Agri-Food Canada (AAFC) will be used to administer the APP in accordance with the *Privacy Act*. The information may also be used for statistical or evaluation purposes. Individuals have the right to request access and correction to their personal information. Should you have any questions concerning your Privacy, please contact: Agriculture and Agri-Food Canada's Access to Information and Privacy Director, Floor 10, 1341 Baseline Road, Tower 7, Ottawa ON K1A 0C5 or by email at AAFC.Privacy-vieprivee.AAC@AGR.GC.CA and reference AAFC's personal information bank *Agricultural Marketing Programs Act: Advance Payments Program, PPU*.



Part 2 – Calculating Your FarmCash Advance

2.1) Post-Harvest/Fall Advance

Complete section page based on the commodities you are applying for under the Post-Harvest/Fall Advance. Or transferring a 2019 Actual advance to a Fall Advance.

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

List only those commodities for which you are applying for an advance. Ensure your quantity is applied in the proper metric as indicated on the Advances Rate sheet. There is a conversion chart available on the Advanced Rates page if needed.

Note: Honey & Livestock Producers must submit their 2019 AgriStability Program Enrolment/Fee Notice and Proof of Inventory using 2 years of inventory valuations from their AgriStability Reference Margin Summary.

Applicants who applied earlier in the year under Spring Advance must submit this form along with Fall Report/Post Harvest Report no later than Dec 31, 2019, otherwise the advance will become due immediately.

A. Post-Harvest/Fall Advance: Crop Commodities

Commodity	Year Crop Harvested	Stored QTY against which advance is Requested (state MT or lbs or bu)	FarmCash Advance Rate		\$ Amount	
			x		=	
			x		=	
			x		=	
			x		=	
			x		=	
			x		=	
Total of Stored grain commodities:					\$	
Stored Grain Advance requested by producer:					\$	

A

B. Post-Harvest/Fall Advance: Actual Honey

Commodity	Actual Production Quantity (lbs)	FarmCash Advance Rate		\$ Amount	
HONEY		x		=	
Anticipated honey advance requested by applicant					\$

B



A. Post-Harvest/Fall Advance: Livestock

Select Option (a) AgriStability or (b) WLPIP:

a) AgriStability – Applicant must provide Enrolment Notice and paid receipt of current year, and Proof of Inventory from previous two years.

Livestock Type (eg.: Cattle, Calf-Feeder 400–700lbs)	Permanent Inventory for 12-month period Number of Head (eg. 100 head)	Number of head to be advanced on	FarmCash Advance Rate/head		\$ Amount	
			x		=	
			x		=	
			x		=	
			x		=	
			x		=	
			x		=	
			x		=	
Total of livestock commodities:					\$	
Livestock Advance Requested by producer					C \$	

b) Western Livestock Price Insurance (WLPIP) – Applicant must provide WLPIP statement(s) of coverage and premium.

The producer must maintain continuous WLPIP coverage, which may require 1 or more WLPIP contracts, until the advance has been paid in full.

1.1. Maximum Advance Eligible Under APP:

Livestock Type (eg. Cattle, Calf-Feeder 400–700lbs)	Number of heads to be advanced on	FarmCash Advance Rate/head		\$ Amount	
		x		=	
		x		=	
		x		=	
		x		=	
		x		=	
Maximum Advance Eligible Under APP				1 \$	



1.2. Maximum Advance Eligible Under WLPIP:

Livestock Type (eg. Cattle, Calf-Feeder 400–700lbs)	Invoice #	Expiry Date	Insured Index (price per cwt)	Insured Weight (cwt)			Insured Market Value
				x		=	
				x		=	
				x		=	
				x		=	
				x		=	
Total Market Value Insured with WLPIP					2	\$	
Maximum Advance Eligible Under WLPIP (B x 50%)					3	\$	

Maximum Eligible APP Advance (enter lesser of line 1 or line 3 from Above):

C \$ _____

Total Eligible Advance = A + B + C = D \$ _____

Land location of Agriculture Commodities:

Stored Crop Commodities	Section-Township-Range
Stored Honey (land)	Section-Township-Range
Livestock (pasture or feedlot location)	Section-Township-Range

Select one of the following from Option (A) or (B):

A) Applying for the first time under the 2019/20 program:

☐ Issue maximum eligible funds

☐ Issue funds only in the amount of: \$ _____

B) Transferring Spring Advance to Fall Advance:

☐ No additional funds requested (no funds will be issued)

☐ Issue maximum eligible funds

☐ Issue funds only in the amount of: \$ _____



Part 3 Producer Declaration & Other Required Documents

Signatures Required

3.1 Additional Producer Information

1. List any payments taken within the last 30 days by grain companies or direct payment by Producer:
(attach separate sheet if required)

Grain Company or direct Producer payment	Amount
	\$
	\$

2. List any outstanding claims not yet processed by crop insurance that would affect the stored commodities on this Post-Harvest/Fall-Advance (attach separate sheet if required):

Insurance Provider	Contract #	Amount
		\$
		\$

I certify that the above information from section 1.1 up to and including section 3.1 is true and correct.

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

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

The information on this form is collected under the authority of section 10 of the *Agriculture Marketing Programs Act*. Any personal information provided by the Administrator to Agriculture and Agri-Food Canada (AAFC) will be used to administer the APP in accordance with the *Privacy Act*. The information may also be used for statistical or evaluation purposes. Individuals have the right to request access and correction to their personal information. Should you have any questions concerning your Privacy, please contact: Agriculture and Agri-Food Canada's Access to Information and Privacy Director, Floor 10, 1341 Baseline Road, Tower 7, Ottawa ON K1A 0C5 or by email at AAFC.Privacy-vieprivee.AAC@AGR.GC.CA and reference AAFC's personal information bank *Agricultural Marketing Programs Act: Advance Payments Program*



3.2 Terms and Conditions

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

1.0 Important Terms

- 1.1 "AAFC" means Agriculture and Agri-Food Canada.
- 1.2 Acceptable Proof of Sale must be in accordance with Section 3.0 of these Terms & Conditions and must include the following information: date of sale; name of seller that matches the name of the Producer that received the advance; name of buyer; type and quantity of agricultural product; and monies received for the applicable agricultural product.
- 1.3 "Administrator" means Alberta Wheat Commission.
- 1.4 "Advance" means an Eligible Advance based on expected or actual production, as applicable, of an eligible Agricultural Product.
- 1.5 "Advance Cycle" means a period of up to twelve (12) months that starts when the Producer is issued an Advance and ends no later than the end of the Production Period.
- 1.6 "Advance on Agricultural Product in Production" means an Eligible Advance based on expected production of an eligible Storable Agricultural Product in Production as per Subsection 1.13.
- 1.7 "Advance on Agricultural Product in Post-Production" means an Eligible Advance based on the volume of eligible Agricultural Product that the Producer has in inventory.
- 1.8 "Advance on Livestock" means an eligible Advance based on inventory of an eligible livestock.
- 1.9 "Advance Rate on Agricultural Product in Production" means the rate of issuance applicable to Advances issued prior to September 1, 2019.
- 1.10 "Advance Rate on Agricultural Product in Post-Production" means the rate of issuance applicable to Advances issued on or after September 1, 2019 but before March 31, 2020.
- 1.11 "Advance Rate on Livestock" means the rate of issuance applicable to Advances issued prior to March 31, 2020.
- 1.12 "Agricultural Products" means an animal or plant or a product, including any food or drink that is wholly or partly derived from an animal or plant, and includes all after acquired Agricultural Products of the Producer, or any proceeds therefore.
- 1.13 "Agricultural Product in Production" means a Storable Agricultural Product that are not yet produced or are in the course of being produced, but once produced, can be stored for a period of time as to remain in good marketing condition until sold or disposed of.
- 1.14 "Agricultural Product in Post-Production" means a Storable Agricultural Product that has been produced and are now in storage for a period of time as to remain in good marketing condition until sold or disposed of.
- 1.15 "AMPA" or "Act" means *Agricultural Marketing Programs Act*.
- 1.16 "APP" means the Advance Payments Program, under the Act.
- 1.17 "Applicant" means the authorized person executing this Application who has signing authority on behalf of a corporation, partnership or cooperative named as producer herein.
- 1.18 "Application for an Advance Worksheet" means the template used under part 2 of this Application to calculate the Eligible Advance for the purposes of the APP.
- 1.19 "BRM Program Coverage Report" means a report from the Agency responsible for the administration of the BRM Program used as security, wherein the Producer identified the amount of security available under the BRM Program.
- 1.20 "Continuous Flow Operation" means a farming operation where Livestock that are sold are constantly replaced by new ones so that the number of head of Livestock in inventory remains constant and sufficient to support the outstanding balance.
- 1.21 "ESCAP" means the Enhanced Spring Credit Advance Program.
- 1.22 "Eligible Advance" means the Advance the Producer is entitled to as calculated in the Application for an Advance Worksheet.
- 1.23 "Eligible BRM Program" means a program eligible to be used as security against an Advance pursuant to the regulations and includes AgriStability, CAIS, Production Insurance and a self-directed risk management program or any programs that may replace the aforementioned programs. For cattle advances, the Eligible BRM Program will only be used as security for defaulted advances.
- 1.24 "Final Production Insurance Agency Report" or "Seeded Acreage Report" means a Production Insurance Agency Report or a report of the same from AgriStability wherein the Producer identifies the amount of the Agricultural Product currently in production in order to calculate final entitlements for an Advance on Storable Agricultural Products pre-production.
- 1.25 "Final Production Insurance Report" means a Production Insurance Agency report wherein the Producer identifies the amount of the Agricultural Product currently in production in order to calculate final entitlements for an Advance
- 1.26 "Her Majesty" means Her Majesty the Queen in Right of Canada.
- 1.27 "Livestock" means cattle, hogs, bison, sheep, lambs and goats.
- 1.28 "Minister" means the Minister of Agriculture and Agri-Food Canada or any person authorized to act on his or her behalf.
- 1.29 "Producer" means a Producer of an Agricultural Product who continuously owns the agricultural product, who is responsible for marketing it and either is or was producing it, as identified in the Repayment Agreement and who is:
 - (a) An individual who is a Canadian citizen or a permanent resident, of the age of majority of the province where the farming is carried on; or



- (b) A corporation that is controlled by one or more of the persons or entities referred to in (a), (c) and (d), the applicant for whom must have attained the age of majority in the province where the farming is carried on and for whom guarantor(s) agrees in writing to be 100% liable, jointly and severally, as the case may be, to the Administrator for the Producer's liability; or
 - (c) A cooperative, a majority of whose members are Canadian citizens or permanent residents, the applicant for whom must have attained the age of majority in the province where the farming is carried on and for whom guarantor(s) agrees in writing to be 100% liable, jointly and severally, as the case may be, to the Administrator for the Producer's liability; or
 - (d) A partnership or other association of persons where partners or members who are Canadian citizens or permanent residents are entitled to at least 50% of the profits of the partnership or association, for whom guarantor(s) agrees in writing to be 100% liable, jointly and severally liable, as the case may be, to the Administrator for the Producer's liability.
- 1.30 "Production Period" is the period that for winter cereal advances commences October 1, 2018 and terminates September 30, 2020; for advances on all other field crops, honey, hogs, goats, sheep and lambs commences April 1, 2019 and terminates September 30, 2020; and for advances on cattle, continuous flow cattle, and bison commences on April 1, 2019 and terminates on March 31, 2021.
- 1.31 "Program Year" means 2019 and is used to manage limits as per the Act.
- 1.32 "Proof of Sale" means documentation confirming the sale of agricultural product that is provided, or verified, by a third party.
- 1.33 "Post-Production Report" means the report wherein the Producer specifies the amount of Agricultural Product held in storage.
- 1.34 "Repayment Agreement" means this completed Application, including these Terms and Conditions signed by the Producer and an authorized representative of the Administrator.
- 1.35 "SCAP" means the Spring Credit Advance Program.
- 1.36 "Terms & Conditions" means the content of the Terms and Conditions of this Application and Repayment Agreement
- 1.37 "WLPPI" means the Western Livestock Price Insurance Program.

2.0 Issuance of the Advance

2.1 Issuance of the Advance – Field Crops & Honey

- (a) The Administrator shall make an installment of 60% of the estimated Eligible Advance on a Storable Agricultural Product – In production calculated in accordance with the Advance Worksheet and using the Advance Rate on Storable Agricultural Products – In production, upon the execution of this Repayment Agreement by the Administrator. The Producer must have sufficient production insurance and/or AgriStability coverage related to the Agricultural Product to justify the Eligible Advance in accordance with the Worksheet and using the Advance Rate on Storable Agricultural Products – In Production.
- (b) The Administrator shall issue an Advance on a Storable Agricultural Product - Post Production calculated in accordance with part 2 of this application and using the Advance rate specific to that Storable Agricultural Product – Post Production. The Producer must have sufficient Agricultural Product in storage to justify the Eligible Advance.
- (c) Any Advance on all eligible Agricultural Product or any installment on such an Advance shall be issued as per the dates specified in Subsection 1.9, 1.10 and 1.30 of these terms and Conditions.
- (d) By July 31, 2019, Producers securing the Advance with production insurance shall provide a copy of a verified Seeded Acreage Report/ Statement of Crop Insurance & Invoice, confirming the actual acres planted or other current production as applicable, otherwise be declared in Default. For Producers using another eligible BRM Program (AgriStability) as security where a Final Production Insurance Report is not available, the Producer must provide a signed declaration confirming acres planted as applicable and consent to an inspection at the discretion of the Administrator or otherwise be declared in Default. Honey producers must provide a copy of their storage facility insurance.
- (e) Based on the information contained in the documents required in Subsection 2.1, as applicable, the Administrator shall recalculate the Eligible Advance in accordance with the Application for an Advance Worksheet, and issue a second installment to the Producer equal to the recalculated Eligible Advance less the installment referred to in Section 2.1, and any other Advance under the APP from any Administrator.
- (f) In cases where the Producer did not receive an Advance as stipulated under Subsection 2.1(a) of these Terms and Conditions and compliant to Subsection 2.1(d) of these Terms and Conditions, the Administrator shall issue to the Producer the recalculated Eligible Advance less any other Advance under the APP from any other Administrator for the same Agricultural Product.
- (g) Should the Eligible Advance as calculated in 2.1(e) be insufficient, through no fault of the Producer, to justify the outstanding Advance to the Producer, the Administrator shall notify the Producer that he/she has thirty (30) calendar days to repay the part of the outstanding amount of the Advance that exceeds the Eligible Advance by more than ten thousand dollars (\$10,000.00) or ten percent (10%), whichever is greater or, if eligible, make an application for an Advance on another commodity and have the proceeds applied to the deficit, failing which, the Producer will be declared in Default.
- (h) Where applicable, the Administrator shall issue an Advance on a Storable Agricultural Product – Post-Production calculated in accordance with the Application for an Advance Worksheet and using the Advance Rate specific to that Storable Agricultural Product – Post-Production. The Producer must have sufficient Agricultural Product in storage to justify the Eligible Advance



or will be declared in Default.

- (i) Where an Advance on a Storable Agricultural Product – In Production is outstanding under the APP, the Producer must submit a Post-Production Report on or before December 31, 2019, otherwise be declared in Default.
- (j) Should the Post-Production Report demonstrate, through no fault of the Producer, that the Agricultural Product in storage is not sufficient to justify the Advance issued to the Producer based upon the Advance rate at issuance, the Administrator shall notify the Producer that the Producer has thirty (30) calendar days to repay the part of the outstanding amount of the Advance that exceeds the Eligible Advance, failing which, the Producer will be declared in Default.
- (k) Any Advance on all eligible Agricultural Products or any installment on such Advance shall be issued as per the dates specified in Subsections 1.9, 1.10 and 1.30 inclusive, as applicable.

2.2 Issuance of the Advance - Livestock

- 2.2.1 The Administrator shall make an installment of the eligible Advance on livestock as stated on the Advance requested by the Producer and using the Advance Rate on the Livestock, upon the execution of this Repayment Agreement by the Administrator. The Producer must provide a BRM Program Coverage Report demonstrating participation in an eligible BRM Program.
- 2.2.2 Through no fault of the Producer, should the value of the Agricultural Product, not be sufficient to justify the outstanding Advance, the Administrator shall notify the Producer that they have thirty (30) calendar days to repay the part of the outstanding amount of the Advance that exceeds the reduced coverage amount. Failing this, the Producer will be declared in default.
- 2.2.3 Any Advance on all eligible livestock or any installment on such an Advance shall be issued as per the date specified in subsection 1.11 and 1.30 of these Terms and Conditions.
- 2.2.4 The Administrator shall issue an Advance under this Agreement in accordance with Part 2 of this application and using the Advance Rate on the Livestock, upon the execution of this Repayment Agreement by the Administrator. The Producer must provide a BRM Program Coverage Report demonstrating participation in an eligible BRM Program.
- 2.2.5 Any Advance on all eligible Livestock, standard or continuous flow, or any instalment on such an Advance shall be issued as per the date specified in Subsections 1.11 and 1.30 of these Terms and Conditions, as applicable.

3.0 Repayment of the Advance

3.1 Repayment of the Advance - Field Crops & Honey

- 3.1.1 The Producer shall repay the amount of the Advance as specified in this Repayment Agreement to the Administrator as the Agricultural Products listed on the Advance are sold, and, within the earlier of thirty (30) calendar days of receipt of payment and sixty (60) calendar days of delivery to the buyer but no later than the end of the applicable Production Period. The minimum repayment amount is calculated by multiplying the Advance Rate in effect at the time the Advance was issued by the number of production units sold. Repayment can be made with one, or a combination, of the following:
 - (a) Where the Producer sells Agricultural Product for which the Advance was made to a buyer and requests that the buyer remit a repayment to the Administrator by withholding from any amount they pay to the Producer for each unit of Agricultural Product, until all the advances made to the Producer and the interest payable by the Producer on those advances are repaid. The Producer shall remain liable to the Administrator for repayment of any part of the Advance where the buyer has failed to remit to the Administrator that part of the Advance withheld by it pursuant to its Agreement with the Administrator.
 - (b) Where the Producer sells or disposes of Agricultural Product for which the Advance was made and pays directly to the Administrator for each unit of Agricultural Product, until all the advances made to the Producer and the interest payable by the Producer on those advances are repaid.
 - (c) Where the Producer has assigned, or otherwise agreed to transfer, by way of the Repayment Agreement, potential payments from one or more BRM Programs, to the Administrator, the Producer agrees that these payments must be used to repay the amount of outstanding Advance minus the value of remaining Agricultural Product directly by the BRM Administrator or within five (5) calendar days of receipt of such amounts by the Producer before the end of the applicable Production Period. The Administrator will reimburse any amount received from a BRM Program in excess of the outstanding Advance to the Producer within seven (7) calendar days of receipt of the payment.

3.2 Repayment of the Advance – Livestock

- 3.2.1 The Producer shall repay the amount of the Advance as specified in this Repayment Agreement to the Administrator by the end of the Production Period:
 - (a) For a Standard Advance, where the Producer otherwise sells or disposes of that portion of Agricultural Product in respect of which the Advance is made, by paying directly to the Administrator for each unit of Agricultural Product within thirty (30) calendar days of receipt of payment or within sixty (60) calendar days of delivery to the buyer, whichever is earlier, an amount at the Advance rate in effect at the time the Advance was issued until all the Advances made to the Producer and the interest



payable by the Producer on those Advances are repaid. Each repayment should be supported by proof of sale;

- (b) For a Continuous Flow Advance, where the Producer otherwise sells or disposes of that portion of Agricultural Product in respect of which the Advance is made, by paying directly to the Administrator for each unit of Agricultural Product within twelve (12) months from the date the Advance was made but no later than the end of the Production Period, an amount at least the Advance rate in effect at the time the Advance was issued until all the Advances made to the Producer and the interest payable by the Producer on those Advances are repaid. The total repayment should be supported by proof of sale.
- (c) By assigning to the Administrator amounts payable to the Producer under an eligible BRM program which the Administrator will apply to repay the Advance within five (5) calendar days of receipt of such amounts until all the Advances made to the Producer and the interest payable by the Producer on those Advances are repaid. The Administrator will reimburse any amount received from a BRM program in excess of the outstanding Advance to the Producer within seven (7) calendar days of receipt.

3.2.2 Where an Agricultural Product in respect of which the Livestock Advance is made is sold or disposed of, the Producer is required to provide proof of sale or disposal documentation no later than the end of the applicable Production Period.

3.2.3 If the Producer repays the amount of the Advance to the Administrator by selling the Agricultural Product or part of the Agricultural Product in the manner described in paragraph 3.1.1(a) of these Terms and Conditions, the Producer shall:

- (a) Indicate in writing to the Administrator to which buyer, named by the Administrator, the Agricultural Product will be sold, prior to selling the said product to such buyer; and
- (b) Notify the Administrator immediately upon receiving any information to the effect that the named buyer is not promptly remitting to the Administrator the amount so withheld; and remain liable to the Administrator for repayment of any part of the Advance where the said buyer has failed to remit to the Administrator that part of the Advance withheld by it pursuant to its agreement with the Administrator.

3.3 Repayment of the Advance – General

3.3.1 This section applies to Field Crop and Honey Advances and Livestock Advances, as referenced respectively in 3.1 and 3.2 above. In addition to those mandatory payments and requirements under the paragraphs of 3.1.1 and 3.2.1 above, the Producer may choose to repay the Advance:

- (a) By making a repayment without proof of sale of \$10,000 or ten percent (10%) of the total amount of the Advance, whichever is greater. If the Producer chooses to repay an amount in excess of such amounts without proof of sale of the Agricultural Product, the Producer will be charged an interest penalty at the rate of TD Prime plus 0.25% on the excess amount from the date the Advance was issued to the date of the repayment, and the Producer agrees to repay all interest related to repayments without proof of sale by the end of the applicable Production Period. Failure to repay such amounts will result in the account being placed in Default.
- (b) By assigning to the Administrator amounts payable under a listed BRM Program or by paying directly to the Administrator any amount received by the Producer under an eligible BRM Program before the end of the applicable Production Period.
- (c) By paying directly to the Administrator any amount received by the Producer, not exceeding the proceeds evidenced by proof of sale, or disposal, where applicable.
- (d) By making a repayment without proof of sale or disposal if the Administrator is satisfied through inspection or third-party verification, that the Agricultural Product in respect of which the Advance was made, has not been disposed of by the Producer at the time of the repayment. Inspection or verification, as applicable, is required to be provided in advance of the repayment and all costs are the responsibility of the Producer.

3.3.2 This section applies to Field Crop & Honey Advances and Livestock Advances, as referenced respectively in 3.1 and 3.2 above. If a Producer, that is an individual, dies or is declared legally incapable of making decisions, no penalty for failing to provide proof of sale for an Agricultural Product will be imposed under the Repayment Agreement if repayment is made on behalf of that Producer.

4.0 Security Interests

- 4.1 The Producer agrees to grant a security interest in the Producer's Agricultural Product, and on any subsequent Agricultural Products of the same nature produced by the Producer, as collateral in the amount of the Eligible Advance until the full repayment of the Producer's liability under Sections 22 and 23 of the AMPA. The Producer further agrees that the Administrator's interest shall rank prior to the interest of any other creditor or security holder and confirms that the Producer has obtained signed priority agreements from all entities who have or may be entitled to have an interest in the Agricultural Product(s) ranking ahead of the Administrator, or alternatively, has provided express consent to the Administrator in Section 3.5 and 3.6 of the Repayment Agreement to enter into priority agreements with input suppliers, creditors or security holders on behalf of the Producer. The Producer also agrees that upon Default, the Administrator has the right to seize the Producer's Agricultural Product(s) and any subsequent Agricultural Product wherever situated and sell the Agricultural Product as it sees fit in order to realize upon any amount outstanding under this Repayment Agreement including interest and any legal costs and apply the proceeds against the Producer's liability (as defined in 5.3 of these terms and conditions) until fully repaid.
- 4.2 To further secure the repayment, the Producer has irrevocably assigned the Producer's BRM Program repayments to the Administrator to secure repayment of all monies owing by the Producer to the Administrator as defined in 5.3 until fully repaid. The Producer acknowledges that all BRM Program repayments will be paid automatically to the Administrator until payment in full (as defined in 5.3) is



received. The Producer further agrees that the Producer has obtained all signed priority agreements such that the Administrator's interest in the BRM Program payments shall rank prior to the interest of any other creditor or security holder. If the Advance is for Agricultural Products that have not been produced or are in the process of being produced, the Producer agrees to grant a security interest on the proceeds of a program listed in the Schedule as collateral to the Administrator in the amount of the Advance plus interest and costs as provided in this Agreement.

- 4.3 Should the Producer suffer a loss prior to the reseeding deadlines in the province of operation, the Producer agrees to reseed in order to ensure that they continue to qualify for a full production insurance indemnity should additional losses be suffered; otherwise, the Producer will repay any unsecured amount of the Advance within twenty (20) calendar days of the reseeding deadline, failing this the Producer will be declared in Default.
- 4.4 For a Continuous Flow Advance, the level of inventory on which the Advance was calculated must be the minimum inventory maintained throughout the Advance Cycle.
- 4.5 The Producer agrees to provide continuous WLPPI coverage at two (2) times the value of the APP Advance. The Producer agrees to notify the Administrator of their intention to renew their WLPPI contract ten (10) calendar days prior to the expiration of the WLPPI contract used to secure this APP Advance. If the Producer does not renew their WLPPI contract, at two (2) times the value of the APP Advance, the Producer must repay their Advance in full, repay the value of the Advance in excess of the WLPPI security value, or provide to the Administrator an alternative Eligible Form of Security within thirty (30) calendar days of the expiration date of the WLPPI contract used to secure the APP Advance after which the Administrator will place the Producer in default as described in Section 5 of this Agreement.
- 4.6 Should the Producer provide express consent to the Administrator to contact creditors or security holders in the Producer's Agricultural Product and to complete priority agreements with input suppliers, said creditors or security holders pursuant to the express consent set forth in Section 3.5 and 3.6 of the Repayment Agreement, the parties agree that the aforementioned consent shall be limited to the extent described herein and shall not be construed to be a permanent consent to or a waiver of any terms, provisions, covenants, warranties, agreements or obligations of the Producer in regard to the security agreements executed between the Producer and security holders.

5.0 Default

- 5.1 The Producer is in default if the Producer:
 - (a) Has not met all of the Producer's obligations under the Repayment Agreement by the end of the Production Period for which the Advance was made.
 - (b) Files a notice of intention to make a proposal or makes a proposal under the *Bankruptcy and Insolvency Act*, is subject to a receiving order under that Act, becomes bankrupt or seeks protection under any other insolvency or bankruptcy related statute; or
 - (c) Is otherwise declared in Default by the Administrator in accordance with this Repayment Agreement.
- 5.2 The Administrator shall declare a Producer in Default and immediately inform the Producer of the same, if the Producer:
 - (a) Has not met any of the obligations under the Repayment Agreement within 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;
 - (b) At any time breaches irremediably, any substantial obligation under the Repayment Agreement; or
 - (c) Provides false or misleading information to the Administrator for the purpose of obtaining a guaranteed advance, or evading compliance with an undertaking to repay it.
- 5.3 Upon Default, the Producer is liable to the Administrator for:
 - (a) The amount of the Advance outstanding;
 - (b) The interest on the outstanding Advance from the date of the original Advance, at the default rate of interest specified in Subsection 6.2 of these Terms and Conditions; and
 - (c) Costs incurred by the Administrator to recover the outstanding amount, including legal costs approved by the Minister.
- 5.4 If the Producer is declared in Default and the Minister makes payment under the guarantee, the Minister is subrogated to all rights of the Administrator against the Defaulted Producer and against any other persons liable under this Repayment Agreement. The Producer is, in addition to the amounts stated in Subsection 5.3 of these Terms and Conditions, liable to the Minister for interest at the rate specified in Subsection 6.2 of these Terms and Conditions on the amount of the Producer's liability under Subsection 5.3 of these Terms and Conditions and the costs incurred by the Minister to recover the amount, including legal costs.
- 5.5 The Producer is liable to the Minister for the amounts stated in Subsection 5.3.
- 5.6 Where applicable, the Producer agrees that if the Producer resides in a province where the legislation allows for the extension of the limitation period, to extend the limitation period and to take any necessary steps as determined by the Administrator to ensure that the limitation period for seeking a remedial order for claims arising from this Agreement shall be extended from the date the Administrator knew, or in the circumstances, ought to have known, of the claim. Where possible per the provincial legislation, the Producer further agrees that the extended limitation period should be of six (6) years.
- 5.7 If the Producer defaults during the current APP Program Year and subsequently repays the defaulted amount, in full, during the current APP Program Year, they will not be eligible to receive additional advance funds during the remainder of the current APP Program Year.



An ineligibility period of twelve (12) months will be applied once a first-time default for the Producer has occurred and his default has not been repaid, in full, prior to the beginning of a new APP Production Period/Program Year. If the Producer has defaulted two times in the last five Production Periods/Program Years, they will not be eligible for any new advance for twelve (12) months from the date all defaulted advances are paid in full. If the Producer has defaulted three times in the last ten (10) Production Periods/Program Years, they will not be eligible for any new advance for twelve (12) months from the date all defaulted advances are paid in full.

- 5.8 The Producer agrees to assign to the Administrator amounts payable to the Producer under an eligible BRM Program as identified in the BRM assignment of this application for the repayment of the amount of the eligible Advance plus interest costs provided for in this Repayment Agreement. Such assignment becomes effective and will be registered only when the Producer becomes in default.
- 5.9 Where applicable, the Producer agrees, pursuant to section 7 of the Limitations Act of Alberta, to the extension of the limitation period for seeking a remedial order for claims arising from this Agreement to six (6) years from the date the Administrator knew, or in the circumstances, ought to have known, of the claim
- 5.10 For the purpose of this repayment Agreement, an ineligibility period of twelve (12) months may be applied against the Producer by the Administrator once the Producer has repaid his default in full.

6.0 Interest Rate

- 6.1 The Interest payable by the Producer during the Production Period while in compliance with AMPA and this Repayment Agreement will be:
- (a) 0% on the amount of the Advance designated as interest free;
 - (b) TD Prime rate less 0.50% on the amount of the Advance designated as interest bearing, calculated daily;
 - (c) Zero (0%) percent on the amount up to \$100,000 on all commodities; and on the additional amount up to \$400,000 on canola advances only.
 - (d) TD prime rate less 0.50% on the amount over \$100,000 on all commodities; and on the amount over \$500,000 on canola advances only.
- 6.2 If the Producer is declared in Default, the interest payable by the Producer will be:
- (a) TD Prime rate plus 1% on the amount of the outstanding balance from the date the Advance was issued to the date the Producer was declared in Default, calculated daily;
 - (b) TD Prime rate plus 3% on the amount of the outstanding Producer's liability from the date of Default until the Advance, interest and all costs of collection are repaid in full, calculated daily.
- 6.3 In the event that the Producer chooses to repay an amount in excess of the limits outlined in 3.3.1(a) of this agreement without proof of sale of the product, the interest payable by the Producer will be Prime plus 0.25% on the amount in excess of the limit from the date the Advance was issued to the day the repayment was made.
- (a) TD Prime rate plus 0.25% on repayments without proof of sale more than the greater of \$10,000 or ten percent (10%) of the total amount of the Advance, calculated daily; and
 - (b) TD Prime rate plus 0.25% on repayments submitted outside the proof of sale deadlines detailed in paragraph 3.1.1 and 3.2.1 calculated daily

7.0 General Provisions

- 7.1 The Production Period for Agricultural Products commences on October 1, 2018 and terminates on September 30, 2020 for winter cereals; commences on April 1, 2019 and terminates on September 30, 2020 for all other field crops, honey; and commences on April 1, 2019 and terminates March 31, 2021 for cattle advances.
- 7.2 The Producer is aware that a recalculation of the Advance may occur based on a change to current market prices which could result in a repayment being owed within thirty (30) calendar days or a reduction in the amount of the subsequent portion of the Advance.
- 7.3 The Producer agrees to provide the Administrator with any information requested by the Administrator to substantiate the statements made within this Application to further satisfy eligibility requirements. Failure to provide such documentation as requested by the Administrator may result in a rejection of this Application or in the Producer being declared in Default if the Advance has been issued.
- 7.4 The Advance referred to in Sections 1.6, 1.7 and 1.8 of these Terms and Conditions is deemed to have been received on that portion of the Producer's Agricultural Product first sold. The Producer shall not dispose of any other part of this Agricultural Product, in any manner, before disposing of that portion of the Agricultural Product for which the Advance was received.
- 7.5 This Repayment Agreement shall commence upon approval and execution of this Agreement by the Administrator, and shall terminate upon repayment of all amounts provided for in this Agreement.
- 7.6 The Administrator or its authorized agent has the right to inspect the Agricultural Product and perform a credit check on the Producer or any of the Producer's Partners/Shareholders/Members at any time during the term of this Agreement.
- 7.7 The Producer shall give immediate notice to the Administrator of any material loss, destruction or damage to the Agricultural Product
- 7.8 If the Agricultural Product or a portion of the Agricultural Product for which an Advance was made ceases to be in marketable condition, through no fault of the Producer, the Producer shall immediately inform the Administrator and the Producer becomes liable to the Administrator for the portion of the guarantee of the Advance, together with interest on it from the date of the Advance, that is attributable



to the unmarketable portion of the Agricultural Product.

- 7.9 The Producer shall respect the terms of the BRM Program used as security and shall ensure that any payments from the BRM Program related to the Agricultural Product are forwarded to the Administrator up to the extent of the Eligible Advance, and the Producer must notify the Administrator if further requests for an assignment of the BRM Program proceeds are made, granted or registered.
- 7.10 This Repayment Agreement shall be interpreted in accordance with the laws of the Province of Alberta, Canada.
- 7.11 If production insurance is being used, the Producer shall have insurance on the entire Agricultural Product for which the Advance was made, to the full extent of the Advance, for all insurable perils, until the Producer's liability is repaid or it becomes a stored product. The Producer further agrees that any payout of this insurance will first be used to repay any outstanding Advance.
- 7.12 Whenever the singular or masculine is used throughout this Repayment Agreement, it shall be construed as including the plural, feminine or neuter whenever the context and/or the parties hereto require.
- 7.13 In the event that any part of this Repayment Agreement is found to be invalid by a court of law, then the Producer agrees to be bound by the terms and provisions of the balance of this Repayment Agreement.
- 7.14 This Repayment Agreement shall not terminate by reason of death or disability of the Producer, but shall continue to be binding upon personal representatives to execute any instruments that may be necessary or proper to carry out the purpose and intent of this Repayment Agreement.
- 7.15 For the purposes of giving effect to any of the Producer's undertakings under the Repayment Agreement, notably concerning the priority agreement, the security and assignment of rights, the Producer shall make, execute and deliver to the Administrator any documents or agreements as the Administrator may reasonably request, including security agreements, assignments and financing statements.
- 7.16 All parties herein agree that should there be any discrepancies between this agreement and the AMPA and its regulations, the AMPA and its regulations will supersede this Agreement.
- 7.17 No Amendment to this Agreement which may result in the reduction of the value of the security pursuant to Section 4.0 of these Terms and Conditions, other than an amendment to correct a clerical or mathematical error, shall be made without written permission of the Minister, except under the following circumstances:
- (a) The value of the produced Agricultural Product has decreased through no fault of the Producer to the extent that it has made it more beneficial to feed the Agricultural Product to the Producer's animals than to sell it;
 - (b) The cost of feed has increased to the point where it is more beneficial to feed the Agricultural Product to the Producer's animals than to purchase feed.
- 7.18 Unless authorized by the Minister, any amendment to the Repayment Agreement as per subsection 7.17 of these Terms and Conditions will not be retroactive and will come into force on the day that the amendment is signed and will substantially conform with the APP Administrator's amendment of the Repayment Agreement. The parties recognize that any interest benefit received as a result of paragraph 6.1(a) of these Terms and Conditions before the coming into force of the amendment does not need to be reimbursed.
- 7.19 It is agreed that all pages of this application form part of the Terms and Conditions of the Repayment Agreement including the Administration Fees.
- 7.20 Where the Administrator determines that the Producer is insolvent, bankrupt, or has recently filed a notice of intention to make a proposal or has made a proposal under the Bankruptcy and Insolvency Act or is seeking protection under any other insolvency or bankruptcy related statute such as Companies' Creditors Arrangement Act and the Farm Debt Mediation Act, the Producer's application must be rejected.
- 7.21 This agreement may be executed in two or more counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same agreement. A counterpart signed by one party hereto and transmitted by facsimile shall have the same effect as a counterpart originally signed by such party.
- 7.22 All parties herein agree that the electronic signature of a party to the Repayment Agreement shall be as valid as an original signature of such party and shall be effective to bind such party to this Repayment Agreement. The parties agree that any electronically signed document (including the Repayment Agreement) shall be deemed (i) to be "written" or "in writing," (ii) to have been signed and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. Such paper copies or "printouts," if introduced as evidence in any judicial, arbitral, mediation or administrative proceeding, will be admissible as between the parties to the same extent and under the same conditions as other original business records created and maintained in documentary form. No party shall contest the admissibility of true and accurate copies of electronically signed documents on the basis of the best evidence rule or as not satisfying the business records exception to the hearsay rule.
- 7.23 For purposes of section 7.0 of the terms and conditions hereof (i) "electronic signature" means electronic information that a person creates or adopts in order to sign a document that is in, submitted with, attached to or associated with any document contained within this Repayment Agreement; (ii) "electronic information" includes any information created, recorded, transmitted or stored in digital form or in other intangible form by electronic, magnetic or optical means or by any other means that has capabilities for creation, recording, transmission or storage similar to those means, and (iii) "electronically" has a corresponding meaning.



3.3 Declaration of Producer & Repayment Agreement

The Advance Payments Program (APP) is a Government of Canada program which supports the provision of cash advances to Producers across Canada. Under the APP, Agriculture and Agri-Food Canada (AAFC) provides funding to guarantee advances taken by Producers through farm organizations and covers the interest on the first \$100,000 advances on all commodities and on the additional \$400,000 of canola advances only taken by each Producer under the program.

- 1) As it applies:
 - (a) I am applying, on behalf of the Corporation/Cooperative which I represent, for an advance payment pursuant to the APP.
 - (b) We, being all the Partners of the Partnership stated in Part 1 of this Application (herein referred to as the "Partners"); apply for an advance payment pursuant to the APP.
- 2) I, one of the Partners/Shareholders/Members/Authorized Officer am of the age of majority and declare that the Corporation, Cooperative, or Partnership, as the case may be, is controlled by a Canadian Citizen(s) or a permanent resident(s).
- 3) At least one of the Partners/Shareholders/Members is the Producer of the Agricultural Product for which this Application is made, or one of the Partners/Shareholders/Members.
- 4) No other person has an interest in the Agricultural Product with respect to which this Application is made and the Agricultural Product will be sold in the name of the Corporation/Cooperative/Partnership for which this Application is made.
- 5) Partners/Shareholders/Members who have an interest in the Producer are listed in part 1, section 1.2 of this Application and Repayment Agreement.
- 6) For the purposes of applying as a Partnership, Cooperative, or Corporation with more than one shareholder, all Partners/Shareholders/Members who have an interest in the entity are listed in this Application on the Joint & Several Liability Form.
- 7) Neither the Corporation/Cooperative/Partnership or any of the Partners/Shareholders/Members listed in this Application and Repayment Agreement are in default under any Repayment Agreement pursuant to the *Advance Payments for Crops Act* (APCA), the *Prairie Grain Advance Payments Act* (PGAPA), the Spring Credit Advance Program (SCAP), the Enhanced Spring Credit Advance Program (ESCAP) or the *Agricultural Marketing Programs Act* (AMPA).
- 8) The Corporation/Cooperative/Partnership that I represent is not ineligible under an advance guarantee Agreement made pursuant to AMPA/SCAP/ESCAP.
- 9) As it applies:
 - (a) The Corporation/Cooperative that I represent has made an application for Production Insurance and/or is participating in an eligible Business Risk Management (BRM) program and I, being authorized to certify on behalf of the Corporation/Cooperative, declare having submitted a duly completed BRM Assignment Agreement as required for the specific class of Agricultural Product.
 - (b) We, the Partners, have made an application for Production Insurance and/or are participating in an eligible Business Risk Management program and we further certify having submitted duly completed BRM Assignment Agreements as required for the specific class of Agricultural Product.
- 10) The Corporation/Cooperative/Partnership that I/we represent, as the case may be, that is requesting an advance on a storable Agricultural Product in post-production or Livestock, have sufficient Agricultural product in storage to justify the amount advanced as outlined in Part 2 of this Application and Repayment Agreement.
- 11) I or the Partners, as applicable, declare having submitted the duly completed priority Agreements required for every secured creditor that has an assignment on the proceeds of the Business Risk Management program(s) used to secure the advance, as applicable, and/or that holds a lien or encumbrance on the Agricultural Products listed in Part 2 of this Application and Repayment Agreement.
- 12) I or the Partners, as applicable, agree that a credit check and an inspection of the Agricultural Product may be performed prior to issuing an advance or at any time while the advance is outstanding.
- 13) I or the Partners, as applicable, acknowledge that, in the event of a default, the Corporation/Cooperative/Partnership or its Shareholders/Members/Partners may be denied access to other federal agricultural support programming or, alternatively the Minister of Agriculture and Agri-Food Canada reserves the right to off-set from such support a sum equal to the outstanding amount and related interest charges and recovery costs.
- 14) I or the Partners, as applicable, declare that this Application is consistent with the purpose of the APP.
- 15) I or the Partners, as applicable, certify that all of the information provided in this Application is true and correct in every respect.
- 16) I or the Partners, as applicable, understand that failing to comply with Application requirements may delay the processing of the Application or may render me or the Corporation/Cooperative/Partnership that I/we represent, ineligible for receiving an advance under the Program.
- 17) I or the Partners, as applicable, agree, that I/we reside in a province where the legislation allows for the extension of the limitation period, to extend the limitation period and to take any necessary steps as determined by the Administrator to ensure that the limitation period for seeking a remedial order for claims arising from this application shall be extended from the date the Administrator knew, or in the



circumstances, ought to have known, of the claim. Where possible according to the provincial legislation, I/we further agree that the extended limitation period should be of six years.

- 18) I or the Partners, as applicable, have read the following privacy notice informing me of AAFC's use of my personal information submitted as part of the APP application process.
APP is a federal program delivered by Administrators which collect and use the personal information you submit to administer the program on AAFC's behalf. AAFC routinely receives a small portion of the personal information you submit however, in the event you enter into default, AAFC will receive your entire application file. The personal information contained in, with, or pursuant to this Application and Repayment Agreement is collected under the authority of the *Agricultural Marketing Programs Act*. AAFC may use the information to verify and/or assess the Application and Repayment Agreement, as well as to administer, audit, analyze, and evaluate the APP. AAFC may also convey the information contained in this Application and Repayment Agreement, as well as associated documentation, both personal and otherwise, to other organizations administering the APP, for the purposes of verifying benefits under the APP. Individuals have the right to request access to, and correction of, their personal information. Should you have any questions concerning your Privacy, please contact: Agriculture and Agri-Food Canada's Access to Information and Privacy Director, Floor 10, 1341 Baseline Road, Tower 7, Ottawa ON K1A 0C5 or by email at AAFC.Privacy-vieprivee.AAC@agr.gc.ca and reference AAFC's personal information bank *Agricultural Marketing Programs Act*: Advance Payments Program, PPU 140. All non-federal government organizations are obligated to protect personal information in accordance with the *Personal Information Protection and Electronic Documents Act* (PIPEDA) or under legislation applicable within their jurisdiction.
- 19) I, or the Partners as applicable, authorize the Alberta Wheat Commission (the Administrator) to:
 - (a) Collect the personal information contained in, with, or pursuant to this Application and Repayment Agreement.
 - (b) Convey the information contained in this Application and Repayment Agreement, as well as associated documentation, both personal and otherwise, to provincial governments and their agencies, and the Lender (TD) for the purposes of verifying APP entitlements, verification, assignment and realization of security
 - (c) Convey the information contained in this Application and Repayment Agreement, as well as associated documentation, both personal and otherwise, to other organizations administering the APP, for the purposes of verifying benefits under the APP. For further information regarding the use of your personal information by the APP Administrator or to make a formal request for access to your personal information, please contact Administrator through which you are applying.
- 20) I or the Partners, as applicable, have read all the Terms and Conditions of the Repayment Agreement which are attached to and form part of this application and agree to comply with such Terms and Conditions.
- 21) If I am or any of the Partners/Shareholders/Members is, as applicable, a current or former public office holder, public servant or member of the House of Commons, I am or one of the Partners is, as applicable, not prohibited to derive benefits from the APP under any applicable federal conflict of interest or ethical principles and I am in compliance with applicable federal conflict of interest or ethical principles, rules and obligations.
- 22) I or the Partners, as applicable, acknowledge that, in cases where the producer is declared in default and the Minister makes payment under the guarantee, the Minister is subrogated to the Administrator's rights against the producer in default and against persons who may be personally liable under this Repayment Agreement.
- 23) I declare that I, or the Partners/Shareholders/Members, or the Partnership/Corporation/Cooperative as applicable: have not recently filed a notice of intention to make a proposal or made a proposal under the *Bankruptcy and Insolvency Act*; are not subject to a receiving order under that act; are not bankrupt or seeking protection under any other insolvency or bankruptcy related statute such as the *Companies' Creditors Arrangement Act* and the *Farm Debt Mediation Act*.
- 24) I or the Partners, as applicable, declare that in the case of agricultural product that is: storable, non-storable, or livestock, it is of marketable quality and will remain so until disposed of in accordance with the repayment agreement. If the stored Agricultural Products become unmarketable, the Producer agrees to notify Alberta Wheat Commission and repay the Advance within thirty (30) calendar days. In the case of Non-Storable Agricultural Products, the Producer agrees to maintain them in marketable form until disposed of.
- 25) I or the Partners, as applicable, acknowledge that when the Administrator receives a payment in accordance with the Terms and Conditions of this Repayment Agreement, the Administrator must first reduce the portion on which the Minister pays the interest.
- 26) I or the Partners, as applicable, authorize Alberta Wheat Commission and AAFC and organizations administering BRM Programs to convey the information contained in this Application and Repayment Agreement, as well as associated documentation, both personal and otherwise, to other organizations administering the APP, for the purposes of verifying benefits under the APP.
- 27) I or the Partners, as applicable, agree the Alberta Wheat Commission, on behalf of Agriculture and Agri-Food Canada, may deposit a copy of this Application with the Producer's provincial production insurance agency and effective upon such deposit, the Producer will be deemed to have transferred and assigned to Alberta Wheat Commission all of the Producer's indemnities otherwise payable to the Producer under the Producer's contract(s) of insurance with such agency for all current crops up to the amount of the Advance, plus interest and costs, and any such payments can be made payable only to the Alberta Wheat Commission.
- 28) I or the Partners, as applicable, consent to the right of the Minister of AAFC to contact me/us for purposes of evaluating AMPA.



- 29) In the event that funding levels to the Department of Agriculture and Agri-Food Canada are changed by Parliament due to extraordinary circumstances, the Minister reserves the right to terminate interest payments under the agreement. The Administrator shall provide, in writing, 60 calendar days' notice to the Producer of the intended termination date of the interest free provision. The Producer will be responsible to the Administrator for any subsequent interest associated with the agreement irrespective of the stated program guidelines or overall objective of this Agreement.
- 30) That in order to determine my/our financial situation, I/we authorize Alberta Wheat Commission or its Credit Bureau, from my/our suppliers or from other financial institutions and from references I/we have provided in this Agreement. I/We authorize the information provided in this Agreement may be given to my/our supplier or financial institutions to whom I/we do business with. If I/we have given Alberta Wheat Commission my/our personal information, Alberta Wheat Commission may treat it as information to be used as an aid to identify me/us with the credit bureau and other parties. We agree to the collection and release of information by Alberta Wheat Commission at their discretion and waive our rights under the PIPEDA.
- 31) I or the Partners, as applicable, acknowledge that the Alberta Wheat Commission, on behalf of the federal government, may register an assignment with the provincial production insurance agency without further notice, giving the Advance priority on any production insurance payouts up to the amount owing on the Advance, plus any interest.
- 32) I or the Partners, as applicable, acknowledge that the Alberta Wheat Commission, or the Federal Government, may register an assignment on BRM Program payments giving the Advance priority on any BRM Program payments up to the amount owing on the Advance, plus any interest
- 33) I or the Partners, as applicable, confirm that there have been no changes to the Producer's structure since the previous filing of the Producer's Declaration, if applicable.
- 34) I or the Partners, as applicable, declare that if the producer suffers a loss prior to the reseeding deadlines in the province in which it operates, the producer agrees to reseed in order to ensure that it continues to qualify for a full production insurance indemnity should additional losses be suffered; otherwise, I/we will repay any unsecured amount of the Advance within twenty (20) calendar days of the reseeding deadline. Failing to do this, the Producer will be declared in Default.
- 35) I or the Partners, as applicable, acknowledge that if the producer is using Agristability as security on the Advance that I/we will report any changes to the reference margin or program coverage to Alberta Wheat Commission immediately.
- 36) Authorization to Collect and Disclose Information - Provincial Crop Insurance/AgriStability/Global Ag Risk Solutions /Western Livestock Price Insurance Program may disclose my information, including personal information within the meaning of *The Freedom of Information and Protection of Privacy Act*, to Alberta Wheat Commission and AAFC for the purpose of AAFC's Advance Payments Program. The information collected may include, but is not limited to, crop insurance information, AgriStability information, Global Ag Risk Solutions information, and WLPIP information, and income and expenses related to my business or farming operation.
- (a) Provincial Crop Insurance/AgriStability/Global Ag Risk Solutions /Western Livestock Price Insurance Program may collect my information, including personal information within the meaning of *The Freedom of Information and Protection of Privacy Act*, from Alberta Wheat Commission and AAFC for the purpose of AAFC's Advance Payments Program.
- (b) AAFC and Alberta Wheat Commission may use this information to verify and assess the Application and Repayment Agreement, as well as to administer, audit, analyze, and evaluate the Advance Payments Program as determined by AAFC or Alberta Wheat Commission.
- (c) I acknowledge that Provincial Crop Insurance/AgriStability/Global Ag Risk Solutions/Western Livestock Price Insurance Program may also collect and disclose corporate information for these purposes.
- 37) This Repayment Agreement shall be governed by and interpreted in accordance with the laws of Alberta. The Producer agrees that any action, proceeding, claim or other court activity arising from the enforcement or interpretation of this Repayment Agreement, if commenced by the Producer, must be commenced in the Province of Alberta.



3.4 Producer Attestation

If applying on behalf of a Corporation or Cooperative the Applicant must sign and date the declaration below under **section A**; for a Partnership, all Partners listed in Part 1 must sign and date the declaration below under **section B**.

A. Attestation on behalf of a Corporation or Cooperative:

To be executed by the Applicant before a witness. Witness must not be related to the Applicant.

I, the Applicant, being authorized to sign this Application and Repayment Agreement on behalf of the Corporation/Cooperative stated in Part 1 of this Application, do hereby agree that the information provided herein is true and accurate based on my knowledge at the time of the application; that the Corporation/Cooperative will repay the Administrator any difference, where applicable, as stated in this Repayment Agreement; that the application, instructions, guarantee, priority agreement and all relevant attachments form part of the Repayment Agreement; that the Corporation/Cooperative acknowledges and agrees the Terms and Conditions of the Repayment Agreement (Pages 15–21) and the Declaration of Producer of the Repayment Agreement (Page 22–24) which are attached hereto form part of this application and the Corporation/Cooperative will comply with such Terms and Conditions including repaying the Advance plus interest and costs; and that I have completed and signed this Advance Payments Program Application and Repayment Agreement on behalf of and with the authority of the Corporation/Cooperative. I am aware that to make a false statement is a criminal offence.

Dated this the _____ day of _____, 20_____.

Print name of Applicant

Print name of witness (Must not be a relative)

Signature of Applicant

Signature of Witness

B. Attestation on behalf of a Partnership

All partners must sign. Copy and attach separate sheet if required. Witnesses must not be related to the signing partner.

We, being all the Partners listed in Part 1, section 1.2, authorized to sign the application on behalf of the Partnership, do hereby agree that the information provided herein is true and accurate based on our knowledge at the time of the application; to repay the Administrator any difference, where applicable as provided in this Repayment Agreement; that the application, instructions, guarantee, priority agreement and all relevant attachments form part of the Repayment Agreement; that we have read the Terms and Conditions of the Repayment Agreement (Pages 15–21) and the Declaration of Producer of the Repayment Agreement (Page 22–24) which are attached to and form part of this application; and that we will comply with such Terms and Conditions including repaying the Advance plus interest and costs. We are aware that to make a false statement is a criminal offence.

Name of Producer (please print)	Signature of Producer	Date
Name of Witness (please print)	Signature of Witness (must not be a relative)	Date
Name of Producer (please print)	Signature of Producer	Date
Name of Witness (please print)	Signature of Witness (must not be a relative)	Date
Name of Producer (please print)	Signature of Producer	Date
Name of Witness (please print)	Signature of Witness (must not be a relative)	Date
Name of Producer (please print)	Signature of Producer	Date
Name of Witness (please print)	Signature of Witness (must not be a relative)	Date



3.5 Priority Agreement with a Secured Creditor

Every producer must have this priority agreement filled out by their agricultural creditor(s). If multiple secured creditors, a separate agreement must be completed for each secured creditor that has, or could have a security interest or lien on the commodities for which the Advance is to be made.

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 and by completing the secured creditor Information for each creditor.

☐ I, the Applicant on behalf of the Producer, authorize the following creditor(s) to disclose the information required under Part 3.5 of this Repayment Agreement to the Administrator and to enter into this Priority Agreement with the Administrator on behalf of the Producer. I understand that the Producer is not obliged to provide the consent herein. I also understand that the Producer's application for an Advance under this Repayment Agreement will not be given special attention nor can the Producer expect faster processing or a more favorable result because of this consent. I am aware that the Producer may withdraw this consent at any time by sending a request to do so via email to the Administrator at farmcash@albertawheat.com. This consent is effective for a period of not more than one (1) year from commencing April 1, 2019 and expiring March 31, 2020.

If more than one form is required, make additional copies. Agricultural inputs suppliers may have a security interest in a producer's growing agricultural products for the amount advanced up to six months prior to seeding, if not yet paid

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

Producers Information:

Producer Name (must match name from section 1.1)		APP ID #
LENDING INSTITUTION INFORMATION		
Name of Bank or Lending Institution or Secured Party (herein referred to as the "Creditor")		
Phone #	Fax #	Transit #
Street/Box		
Town/City	Province	Postal Code

Part 1: The creditor must check either option A below or option B on the following page

☐ **A: Select if the Creditor HAS a lien or security on the Agricultural Product(s) or the BRM Program Proceeds related to the Agricultural Product(s).**

The Creditor does hereby consent that in consideration of an advance being issued under APP by Alberta Wheat Commission (herein called the "Administrator") to the Producer, the Administrator and the Creditor agree that the security interest in the Agricultural Product(s) listed above for which the Advance was made, or the Business Risk Management (BRM) program payment(s) related to the aforementioned Agricultural Product(s) as required for the Producer's Advance, now held or to be held by the Administrator, shall rank prior to any lien or security on the said Agricultural Product given by the Producer to the Creditor, whether such security was given under the authority of the *Bank Act* or under the authority of a Personal Property Security Legislation in force in the province or by operation of any other law, but only to the extent of securing repayment to the Administrator of the Advance payment up to the lesser of the principal amount of \$1,000,000 or the amount actually advanced, plus interest and costs, as set out in the Repayment Agreement entered into between the Producer and Administrator. Any BRM Program proceeds payable to the Producer from the date this agreement is signed until full payment of the above-mentioned amounts shall be sent to the Administrator. Notwithstanding the priorities set out in this agreement, the Administrator acknowledges that the Producer will operate bank accounts with the Creditor into which proceeds of property subject to the Administrator's security interest may be deposited.



With the exception of any monies deposited in any accounts designated as trust accounts by the Producer for the benefit of the Administrator, the Creditor shall have no obligation to the Administrator with respect to any monies in any other account of the Producer maintained with the Creditor, or any monies that may be deposited therein or disbursed from any such other accounts, except for monies deposited therein after the Creditor has received notice from the Administrator and that the Administrator is thereafter exercising its rights in and to proceeds of the property subject to its Security. Prior to proceeding to enforce its security, the Administrator or the Creditor, as the case may be, shall provide reasonable prior written notice of such enforcement to the other of them. For the purposes of giving effect to any of the Producer's undertakings under this Priority Agreement, the Producer shall make, execute and deliver to the Creditor or the Administrator, any documents or agreements as the BRM Program Administrator may reasonably request.

The Creditor **HAS** or **HAS NOT** (circle one) taken an assignment of the Producer's contract # _____
(name of BRM Program) payments related to the Agricultural Product(s). Where the Creditor has a lien or security on the Agricultural Product(s) or the BRM program proceeds related to the Agricultural Product(s), this Agreement is subject to the condition that the above mentioned Advance, less any amounts legally held as an administrative fee, be payable: (check one)

☐ Jointly to the Producer and the Creditor and be remitted to the Creditor forthwith by the Producer and shall be applied in total or in part by the Creditor to reduce the Producer's indebtedness to the Creditor; or

☐ To the Producer.

☐ **B: Select if the Creditor DOES NOT have a lien or security on the Agricultural Product(s) or the BRM Program Proceeds related to the Agricultural Product(s).**

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

If neither of the above options are selected, the parties are deemed to have agreed that the Advance payment is to be made jointly in accordance with option 1-A. This Agreement shall continue in full force and effect until the date upon which all advances referred to herein and interest outstanding on these advances are repaid to the Administrator by the Producer.

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

This agreement shall be governed by and interpreted in accordance with the laws of the province of Alberta.

IN WITNESS WHEREOF all parties hereunto set their hands

Name of Creditor	Date (YYYY-MM-DD)
Signature of Authorized Officer of Creditor	Name & Title of Authorized Officer of Creditor

The information on this form is collected under the authority of section 10 of the *Agriculture Marketing Programs Act*. Any personal information provided by the Administrator to Agriculture and Agri-Food Canada (AAFC) will be used to administer the APP in accordance with the *Privacy Act*. The information may also be used for statistical or evaluation purposes. Individuals have the right to request access and correction to their personal information. Should you have any questions concerning your Privacy, please contact: Agriculture and Agri-Food Canada's Access to Information and Privacy Director, Floor 10, 1341 Baseline Road, Tower 7, Ottawa ON K1A 0C5 or by email at AAFC.Privacy-vieprivee.AAC@AGR.GC.CA and reference AAFC's personal information bank *Agriculture Marketing Programs Act: Advance Payments Program*, PPU.



3.6 Priority Agreement for Agriculture Inputs Supplier

Mandatory for all grain, oilseeds, and pulses applications

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

The Producer may, as an alternative to completing a Priority Agreement with each Agricultural Input Supplier, provide consent to the Administrator to contact and complete the Priority Agreement with the Agricultural Input Suppliers on behalf of the Producer by checking the consent statement below and by completing the Agricultural Input Supplier Information for each supplier.

☐ I, the Applicant on behalf of the Producer, authorize the following Agricultural Inputs Supplier(s) to disclose the information required under Part 3.6 of this Repayment Agreement to the Administrator and to enter into this Priority Agreement with the Administrator on behalf of the Producer. I understand that the Producer is not obliged to provide the consent herein. I also understand that the Producer's application for an Advance under this Repayment Agreement will not be given special attention nor can the Producer expect faster processing or a more favorable result because of this consent. I am aware that the Producer may withdraw this consent at any time by sending a request to do so via email to the Administrator at farmcash@albertawheat.com. This consent is effective for a period of not more than one (1) year from commencing April 1, 2019 and expiring March 31, 2020.

If more than one form is required, make additional copies. Agricultural inputs suppliers may have a security interest in a producer's growing agricultural products for the amount advanced up to six months prior to seeding, if not yet paid.

Producer's Information:

Name (Must match name provided in section 1.1)	APP ID #
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Agricultural Inputs Supplier Information:

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

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

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

The Agricultural Inputs Supplier does hereby consent that in consideration of an advance being issued by FarmCash (herein called the "Administrator") to the Producer, the Agricultural Inputs Supplier agrees to postpone its security interest to the Administrator's security interest so that the security interest in the Producer's Agricultural Product(s), as defined in this application, or any BRM Program payments now held or to be held by the Administrator, shall rank prior to any security interest (or right to have) held by the Agricultural Inputs Supplier, whether such security was pursuant to the Personal Property Security legislation in force or by operation of any other law or agreement to the extent of securing repayment to the Administrator of the Advance payment up to the lesser of the principal amount of \$1,000,000 or the amount actually advanced, plus interest and costs on that amount. For the purposes of giving effect to this Priority Agreement, the Agricultural Inputs Supplier shall execute and deliver to the Administrator any documents the Administrator may reasonably request to give effect to this postponement.


☐

B: If the Agricultural Inputs Supplier has NO lien.

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

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

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

PART 3 – Producer History

The Producer has been dealing with your company for _____ years. If new Producer _____ months.

The Producer is in good standing (please circle one) **YES** or **NO**

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

This agreement shall be governed by and interpreted in accordance with the laws of the province of Alberta.

In Witness Whereof all parties hereunto set their hands and seals:

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

Name of Agricultural Inputs Supplier (Please Print)	Date (YYYY-MM-DD)
Signature of Authorized Officer of Agricultural Inputs Supplier	Name & Title of Authorized Officer of Agricultural Inputs Supplier

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

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



3.7 Assignment of Indemnity

Producers using WLPIP Livestock insurance must complete



Alberta Assignment of Indemnity Form – WLPIP

Identification Number	Subscription		Year
8 7 0	-		

Client Information
Business Name _____

This Assignment covers only the Western Livestock Price Insurance Program.
For valuable consideration, the Insured hereby assigns to <u>Alberta Wheat Commission</u> Name of Assignee
Of <u>200 – 6815 8th Street NE, Calgary, Alberta</u> Postal Code <u>T2E 7H7</u> Complete Mailing Address
an undivided 100% of all monies up to an amount of \$ _____ which may be payable by the Program Administrator as a result of a payable loss on the Identification and Subscription numbers as entered above.
This assignment is subject to section 55.1 of the <i>Agriculture Financial Services Act</i> and section 95 of the <i>Financial Administration Act</i> (Alberta). The Program Administrator is not bound by this assignment unless the assignment has been consented to by an acknowledgement in writing from the Program Administrator. The Insured understands that indemnity cheques, up to the amount stated in this Assignment of Indemnity, will be made payable to the assignee and forwarded directly to the assignee. This assignment is subject to the deduction of any monies which may be owing to Agriculture Financial Services Corporation.

Signature. Return this completed document to your local WLPIP office.
Dated at _____ in the Province of Alberta this the _____ day of _____ 20____ City or Town Date Month Year
Client _____ Witness _____ Signature Signature
Client (Printed Name) _____ Witness (Printed Name) _____

Office Use Only – Consent and Acknowledgement
The Program Administrator consents to the above assignment, subject to the deduction of any monies which may be owing to Agriculture Financial Services Corporation.
Dated in Lacombe, Alberta this _____ day of _____, 20____
Signed by: _____ for Agriculture Financial Services Corporation

Do Not Use This Area	Date Stamp – primary	Date Stamp – secondary
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The personal information on this form is collected under the authority of the *Agriculture Financial Services Act* and the *Freedom of Information and Protection of Privacy Act* (FOIP Act) and will be used to evaluate your eligibility for the program to which this form relates, for the administration of the program and for the administration of any other AFSC program or benefit in which you participate. Your information is subject to the provisions of the FOIP Act. If you have any questions about this form and the collection and use of information, please contact the WLPIP Client Contact Centre, 5718 56th Avenue, Lacombe AB T4L 1B1, 1.844.782.5747.



Consent for Release of Information to Third Party – WLPPI

Identification Number			Year
8 7 0			

Client Information
Business Name _____

Specifics of Consent	Branch Office	
I _____ of the above-named Business, hereby consent to AFSC providing all WLPPI policy information to: Alberta Wheat Commission _____ upon request. Recipient(s)		

Client Declaration & Signature
<input type="radio"/> This consent is in place until written notice is given by the Business to rescind it. OR <input type="radio"/> Terminate consent on _____ Day _____ day of _____ Month _____, _____ Year for the following recipient(s): _____
In consideration of the release of information by AFSC on behalf of the entity named above, I as Contact Person, remise and release AFSC and waive any claim or dispute that I might otherwise have against AFSC with respect to the release of the above information. As Contact Person, I represent and warrant to AFSC that I have the ability to bind the entity named above.
Business Contact Person's Signature _____ Date _____
You may return this form to your local WLPPI Office or fax to the WLPPI Client Contact Centre at 1 403.782.8339.

Do Not Use This Area	Date Stamp – primary	Date Stamp – secondary
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The personal information on this form is collected under the authority of the *Agriculture Financial Services Act* and the *Freedom of Information and Protection of Privacy Act* (FOIP Act) and will be used to evaluate your eligibility for the program to which this form relates, for the administration of the program and for the administration of any other AFSC program or benefit in which you participate. Your information is subject to the provisions of the FOIP Act. If you have any questions about this form and the collection and use of information, please contact the WLPPI Client Contact Centre, 5718 56th Avenue, Lacombe AB T4L 1B1, 1.844.782.5747.



3.8 Business Risk Management Program Proceeds Assignment Agreement

Producers using AgriStability as security must complete

Producer and Administrator Information

Agreement Dated this _____ day of _____, 20_____.

Between (print Producer name here) (Partnership/Corporation/Cooperative),
(hereinafter referred to as the "Assignor") and Alberta Wheat Commission (hereinafter referred to as the "Administrator").

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

Product 1	Product 2	Product 3	Product 4	Product 5	Product 6
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Definitions and Assignment Agreement:

1. Definitions and Interpretations:

- "APP Electronic Delivery System" means the on-line system which electronically enables the submission of data relating to the delivery of the APP between AAFC and Administrators;
- "Business Risk Management Program" or "BRM" Program refers to any program listed in the schedule of the *Agricultural Marketing Programs Act*, that can be used to secure an advance;
- "Default" means, when used in relation to a Producer, that a Producer is considered in default under a repayment agreement according to Section 21 of the AMPA.
- "Producer" means the partnership, corporation or cooperative that applied for an advance under the Advance Payments Program.

2. The Parties Hereto Agree That:

The Assignor hereby transfers, assigns and sets over to the Administrator all of his/her/their right, title and interest in the proceeds to be received from the BRM program in the current year and all future years until such a time as the Advance, in the amount of the outstanding Advance, plus interest and costs, for which this BRM program is used as security, has been paid in full, and a liability to the Administrator no longer exists. This assignment of proceeds could be affected should the Producer become in default under the Repayment Agreement. For the purposes of giving effect to any of the Assignor's undertakings under this agreement, the Assignor shall make, execute and deliver to the BRM Administrator or the Administrator, any documents or agreements as the BRM Administrator may reasonably request.

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

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

The Assignor allows the Administrator to retrieve and verify any information from AgriStability required to complete the Assignor's Advance. Sealed, delivered and attested to by (attach a separate sheet if required):

Name of Shareholder, Member, Partner (please print)	Signature of Shareholder, Member, Partner
Name of Shareholder, Member, Partner (please print)	Signature of Shareholder, Member, Partner
Name of Shareholder, Member, Partner (please print)	Signature of Shareholder, Member, Partner
Name and Title of Authorized Officer of the Administrator (please print)	Signature of Authorized Officer of the Administrator

The information on this form is collected under the authority of section 10 of the *Agriculture Marketing Programs Act*. Any personal information provided by the Administrator to Agriculture and Agri-Food Canada (AAFC) will be used to administer the APP in accordance with the *Privacy Act*. The information may also be used for statistical or evaluation purposes. Individuals have the right to request access and correction to their personal information. Should you have any questions concerning your Privacy, please contact: Agriculture and Agri-Food Canada's Access to Information and Privacy Director, Floor 10, 1341 Baseline Road, Tower 7, Ottawa ON K1A 0C5 or by email at AAFC.Privacy-vieprivee.AAC@AGR.GC.CA and reference AAFC's personal information bank *Agricultural Marketing Programs Act: Advance Payments Program, PPU*.



Part 4 - Guarantee

Print & Manual Submission - Signatures Required

4.1 Continuing Personal Guarantee

For Corporations with a single shareholder (all other producers proceed to section 4.2)

NOTE: Applicants wanting to forego completion of the Continuing Personal Guarantee may alternatively obtain a Guarantor.

- A Guarantor is: An individual or group of individuals that has the financial collateral to issue a letter that guarantees an advance until it is fully reimbursed; or a financial institution that issues a letter that guarantees an advance until it is fully reimbursed.
- The Third-Party Guarantor form can be found on page 38

The following documentation must be included:

certificate of incorporation and shareholder ledger.

This Guarantee will continue in effect for all advances made to the Producer herein now and in the future. The Producer must notify the Administrator if any changes are made to the shareholder structure of the Corporation, and at the Administrator's option a new Personal Guarantee, or Joint and Several Liability Continuing Guarantee, as may be required shall be given.

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

Name of Producer: (Must match name in section 1.1)		APP ID# of Applicant	
Full Legal Name of sole shareholder as per Government issued ID (First name, Middle names, Surname)			
Street Address		City/Town	Province
Date of Birth (DD/MM/YYYY)	Phone #	Fax #	Email Address

The above named individual does not have outstanding liability under any previous cash advance through their person or any Partnership, Corporation or Cooperative in which the individual has at least a 25% shareholder interest, or is entitled to at least 25% of the profits therein.

I, being the sole shareholder of the Producer (herein referred to as the "Guarantor"), inconsideration of an advance being made to the Producer, by Alberta Wheat Commission for the eligible amount in any program year and the Minister of Agriculture and Agri-Food Canada (the "Minister") guaranteeing repayment of such advance and interest thereon, unconditionally guarantee to the Alberta Wheat Commission and the Minister of Agriculture and Agri-Food Canada, the due payment of all amounts owing by the Producer, pursuant to the Terms and Conditions of the FarmCash Advance Application, the AMPA and regulations, including the amount advanced, interest, and any collection costs, on any advance made to the Producer now or in the future.

Upon Default in payment of any sum owing by the Producer to the Alberta Wheat Commission or the Minister at any time, or upon Default in the performance of the obligations by the Producer, Alberta Wheat Commission or the Minister may treat the whole of the indebtedness hereby guaranteed as due and payable and may forthwith collect from the Guarantor the total amount hereby guaranteed. The obligations of the Guarantor hereunder shall be a continuing obligation and a new cause of action shall be deemed to arise in respect of each Default.

The Guarantor recognizes that the Minister and the Alberta Wheat Commission, pursuant to AMPA, may grant a Stay of Default to the Producer, and agrees to such a "Stay" if the Minister and the Alberta Wheat Commission deem it advisable.

The Producer and all related parties meet all the requirements listed in the application for a cash advance from Alberta Wheat Commission under the *Agricultural Marketing Programs Act* (AMPA), and Advance Payments Program (APP) and neither the Producer nor the Guarantor or any Partnership, Corporation or Cooperative in which the Guarantor has at least a 25% shareholder interest, or is entitled to at least 25% of the profits therein is in Default under any prior repayment agreement under APP, SCAP OR ESCAP.



The Producer will fulfill all obligations as outlined in this Application for a cash advance from the Alberta Wheat Commission under the *Agricultural Marketing Programs Act* (AMPA) or the Advance Payments Program (APP).

In the event that the Producer does not fully repay the Advance, interest, and any costs involved in collecting the account, the Guarantor will be responsible individually for repaying the debt, including interest and all costs now and in the future. The Guarantor agrees to be liable to repay the obligations including interest and costs now and in the future.

The Alberta Wheat Commission shall not be bound to exhaust its recourse against the Producer before being entitled to payment from the Guarantor under the Guarantee.

This Agreement shall continue to be binding upon the undersigned Guarantor, his/her heirs, executors, Administrators, and assigns and shall remain in force and effective as against the Guarantor until such time as the Producer has repaid all amounts owing by it to Alberta Wheat Commission and the Minister, on account of the Repayment Agreement or otherwise. The Guarantor agrees that this Guarantee is a continuing guarantee. The Guarantor acknowledges that consideration for this Guarantee has been given and agrees that same may only be limited, upon giving written notice to Alberta Wheat Commission of the Guarantor's intent to limit this Guarantee.

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

I, the Guarantor have read, understand and agree to be bound by all terms of this declaration and the Alberta Wheat Commission Repayment Agreement and that all information set forth in these documents is true and correct.

Please note that by signing this document, you understand and agree that action may be taken against you personally to repay the full amount of any Defaulted advance, plus interest and costs.

IN WITNESS WHEREOF I the undersigned have caused this Continuing Personal Guarantee to be duly executed and delivered.

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

DO NOT USE CORPORATE SEALS ON THIS DOCUMENT

If the Guarantor is a resident of Alberta, a Lawyer MUST witness this form as well as fill in and sign the Guarantee Acknowledgement Certificate(s) in section 4.3 (attach separate sheet if required).

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

The information on this form is collected under the authority of section 10 of the *Agriculture Marketing Programs Act*. Any personal information provided by the Administrator to Agriculture and Agri-Food Canada (AAFC) will be used to administer the APP in accordance with the *Privacy Act*. The information may also be used for statistical or evaluation purposes. Individuals have the right to request access and correction to their personal information. Should you have any questions concerning your Privacy, please contact: Agriculture and Agri-Food Canada's Access to Information and Privacy Director, Floor 10, 1341 Baseline Road, Tower 7, Ottawa ON K1A 0C5 or by email at AAFC.Privacy-vieprivee.AAC@AGR.GC.CA and reference AAFC's personal information bank *Agricultural Marketing Programs Act: Advance Payments Program, PPU*.



4.2 Joint and Several Continuing Guarantee for Partnership, Cooperative, or Corporation with multiple shareholders

The following documentation must be included:

certificate of incorporation/proof of partnership and shareholder ledger.

This Guarantee will continue in effect for all advances made to the Producer herein now and in the future. The Producer must notify the Administrator if any changes are made to the Partnership/Corporation/Cooperative structure and at the Administrator's option a new Joint and Several Liability Continuing Guarantee shall be given.

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

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

Full Legal Name: (Must match name in section 1.1)	APP ID#
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All partners/shareholders/members who have an interest in the Partnership, Corporation or Cooperative, are listed below for the purpose of this application (attach a separate sheet if required):

Full Legal Name of Partner/Shareholder/Member, as per Government issued ID (First name, Middle names, Surname)				APP ID#
Street Address		City/Town		Province
Date of Birth (DD/MM/YYYY)	Phone #	Fax #	Email Address	

Full Legal Name of Partner/Shareholder/Member, as per Government issued ID (First name, Middle names, Surname)				APP ID#
Street Address		City/Town		Province
Date of Birth (DD/MM/YYYY)	Phone #	Fax #	Email Address	

Full Legal Name of Partner/Shareholder/Member, as per Government issued ID (First name, Middle names, Surname)				APP ID#
Street Address		City/Town		Province
Date of Birth (DD/MM/YYYY)	Phone #	Fax #	Email Address	

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

I/We, being Individuals/Partners/Shareholder(s)/Member(s), as the case may be of the Producer (collectively referred to as the "Guarantors"), inconsideration of an advance being made to the Producer, by Alberta Wheat Commission for the eligible amount in any program year and the Minister of Agriculture and Agri-Food Canada (the "Minister") guaranteeing repayment of such advance and interest thereon, unconditionally guarantee to the Alberta Wheat Commission and the Minister of Agriculture and Agri-Food Canada, the due payment of all amounts owing by the Producer, pursuant to the Terms and Conditions of the FarmCash Advance Application, the AMPA and regulations, including the amount advanced, interest, and any collection costs, on any advance made to the Producer now or in the future.

Upon Default in payment of any sum owing by the Producer to the Alberta Wheat Commission or the Minister at any time, or upon Default in the performance of the obligations by the Producer, Alberta Wheat Commission or the Minister may treat the whole of the indebtedness hereby guaranteed as due and payable and may forthwith collect from the Guarantors the total amount hereby guaranteed. The obligations of the Guarantors hereunder shall be continuing obligations and a new cause of action shall be deemed to arise in respect of each Default.



The Guarantors recognize that the Minister and the Alberta Wheat Commission, pursuant to AMPA, may grant a Stay of Default to the Producer, and we agree to such a "Stay" if the Minister and the Alberta Wheat Commission deem it advisable.

The Producer and all related parties meet all the requirements listed in the application for a cash advance from Alberta Wheat Commission under the *Agricultural Marketing Programs Act* (AMPA), and Advance Payments Program (APP) and neither the Producer nor the Guarantors or any Partnership, Corporation or Cooperative in which the Guarantors have at least a 25% shareholder interest, or are entitled to at least 25% of the profits therein are in Default under any prior repayment agreement under APP, SCAP OR ESCAP.

The Producer will fulfill all obligations as outlined in this Application for a cash advance from the Alberta Wheat Commission under the *Agricultural Marketing Programs Act* (AMPA) or the Advance Payments Program (APP).

In the event that the Producer does not fully repay the Advance, interest, and any costs involved in collecting the account, the Guarantors will be responsible individually for repaying the debt, including interest and all costs now and in the future. We as individuals agree to be liable individually to repay the obligations including interest and costs now and in the future.

The Alberta Wheat Commission shall not be bound to exhaust its recourse against the Producer or other parties before being entitled to payment from the Guarantors under the Guarantee.

This Agreement shall continue to be binding upon the undersigned Guarantor(s), their heirs, executors, Administrators, and assigns and shall remain in force and effective as against the Guarantors until such time as the Producer has repaid all amounts owing by it to Alberta Wheat Commission and the Minister, on account of the Repayment Agreement or otherwise. The Guarantors agree that this Guarantee is a continuing guarantee. The Guarantors acknowledge that consideration for this Guarantee has been given and agree that same may only be limited, upon giving written notice to Alberta Wheat Commission of the Guarantor's intent to limit this Guarantee.

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

I/We have read, understand and agree to be bound by all terms of this declaration and the Alberta Wheat Commission Repayment Agreement and that all information set forth in these documents is true and correct.

Please note that by signing this document, you understand and agree that action may be taken against you personally to repay the full amount of any Defaulted advance, plus interest and costs.

IN WITNESS WHEREOF we the undersigned have caused this Continuing Joint & Several Guarantee to be duly executed and delivered.

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

DO NOT USE CORPORATE SEALS ON THIS DOCUMENT

All individual shareholders, members or partners must sign personally and have a non-relative witness. If any of the Guarantors are a resident of Alberta, a Lawyer MUST witness this form as well as fill in and sign the Guarantee Acknowledgement Certificate(s) under 4.3. (attach separate sheet(s) if required).

Name of Shareholder/Member/Partner (please print)	Name of Witness (please print)
Signature of the Guarantor	Signature of Witness (must not be a relative)
Name of Shareholder/Member/Partner (please print)	Name of Witness (please print)
Signature of the Guarantor	Signature of Witness (must not be a relative)
Name of Shareholder/Member/Partner (please print)	Name of Witness (please print)
Signature of the Guarantor	Signature of Witness (must not be a relative)

The information on this form is collected under the authority of section 10 of the *Agriculture Marketing Programs Act*. Any personal information provided by the Administrator to Agriculture and Agri-Food Canada (AAFC) will be used to administer the APP in accordance with the *Privacy Act*. The information may also be used for statistical or evaluation purposes. Individuals have the right to request access and correction to their personal information. Should you have any questions concerning your Privacy, please contact: Agriculture and Agri-Food Canada's Access to Information and Privacy Director, Floor 10, 1341 Baseline Road, Tower 7, Ottawa ON K1A 0C5 or by email at AAFC.Privacy-vieprivee.AAC@AGR.GC.CA and reference AAFC's personal information bank *Agricultural Marketing Programs Act: Advance Payments Program, PPU*.



4.3 Guarantee Acknowledgment Certificate

Note: a guarantee acknowledgement certificate must be signed for each partner/shareholder that is resident in the province of Alberta. Photocopy if needed for more than one partner/shareholder.

GUARANTEE ACKNOWLEDGEMENT CERTIFICATE

I HEREBY CERTIFY THAT:

1. _____ *(name of guarantor)*, the/one of the Guarantor(s) named in the Guarantee dated _____, 20____ made between Alberta Wheat Commission and _____ which this certificate is attached to or noted on, appeared in person before me and acknowledged that he/she had executed the Guarantee.
2. I satisfied myself by examination of the Guarantor that he/she is aware of the contents of the Guarantee and understands it.
3. CERTIFIED by, _____, Lawyer at the _____ of _____, in the Province of Alberta, this __ day of _____, 20__.

STATEMENT OF GUARANTOR

I am the person named in this certificate.

Signature of Guarantor



4.4 Guarantor Certificate

GUARANTOR(S)

I, being the sole shareholder or the authorized officer of the Corporation named in Part 1 of this Repayment Agreement, in consideration of an Advance being made to it by the Administrator, for the amount stated in Part 2 of this Repayment Agreement, for the 2019 - 2020 APP program year, do hereby agree to obtain a letter of guarantee to the Administrator from one of the following two sources (please select an option below):

☐

An individual or group of individuals that has the financial collateral guarantee the Advance amount stated in Part 2 of this Repayment Agreement until it is fully reimbursed; or

☐

A financial institution that will guarantee the Advance amount stated in Part 2 of this Repayment Agreement until it is fully reimbursed.

The letter of guarantee must be in accordance with any applicable provincial laws in the province of operation of the Corporation, Cooperative or Partnership named in Part 1 of this Repayment Agreement.

Print Shareholder/Authorized Officer Name

Signature of Shareholder or Authorized Officer

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

Advance Rates Chart

Category	Commodity	Rate	Unit of Measure
Grains, Oilseeds & Pulse	Alfalfa	82.450	Tonne
Grains, Oilseeds & Pulse	Alfalfa Seed	0.776	Pound
Grains, Oilseeds & Pulse	Barley	82.450	Tonne
Grains, Oilseeds & Pulse	Barley - Feed	82.450	Tonne
Grains, Oilseeds & Pulse	Beans - Other Colored	363.750	Tonne
Grains, Oilseeds & Pulse	Beans - Pinto	353.080	Tonne
Grains, Oilseeds & Pulse	Beans - White	353.080	Tonne
Grains, Oilseeds & Pulse	Bromes Grass - Smooth Seed	0.679	Pound
Grains, Oilseeds & Pulse	Buckwheat	291.000	Tonne
Grains, Oilseeds & Pulse	Canary Seed	213.400	Tonne
Grains, Oilseeds & Pulse	Canola	227.950	Tonne
Grains, Oilseeds & Pulse	Chickpeas - Kabuli	218.250	Tonne
Grains, Oilseeds & Pulse	Clover Seed - S.C. Red	0.437	Pound
Grains, Oilseeds & Pulse	Corn	89.740	Tonne
Grains, Oilseeds & Pulse	Durum	111.550	Tonne
Grains, Oilseeds & Pulse	Favabeans	92.150	Tonne
Grains, Oilseeds & Pulse	Fescue Seed - Creeping Red	0.437	Pound
Grains, Oilseeds & Pulse	Flax	225.040	Tonne
Grains, Oilseeds & Pulse	Hay	63.050	Tonne
Grains, Oilseeds & Pulse	Hemp Grain - Conventional	0.267	Pound
Grains, Oilseeds & Pulse	Hemp Seed	587.820	Tonne
Grains, Oilseeds & Pulse	Lentils	192.060	Tonne
Grains, Oilseeds & Pulse	Mustard	277.420	Tonne
Grains, Oilseeds & Pulse	Oats	77.600	Tonne
Grains, Oilseeds & Pulse	Oats - Feed	77.600	Tonne
Grains, Oilseeds & Pulse	Peas - Dry	116.400	Tonne
Grains, Oilseeds & Pulse	Quinoa - Conventional	0.369	Pound
Grains, Oilseeds & Pulse	Rye - Fall	92.150	Tonne
Grains, Oilseeds & Pulse	Rye - Spring	87.300	Tonne
Grains, Oilseeds & Pulse	Soybeans	181.390	Tonne
Grains, Oilseeds & Pulse	Sunflower - Non-Oil	0.155	Pound
Grains, Oilseeds & Pulse	Timothy Hay - Choice	58.200	Tonne
Grains, Oilseeds & Pulse	Timothy Hay - Premium	63.050	Tonne
Grains, Oilseeds & Pulse	Timothy Hay - Seed	0.291	Pound
Grains, Oilseeds & Pulse	Timothy Hay - Standard	67.900	Tonne
Grains, Oilseeds & Pulse	Timothy Hay - Supreme	72.750	Tonne
Grains, Oilseeds & Pulse	Triticale	77.600	Tonne
Grains, Oilseeds & Pulse	Wheat	111.550	Tonne
Grains, Oilseeds & Pulse	Wheat - Feed	87.300	Tonne
Grains, Oilseeds & Pulse	Wheat - Winter	101.850	Tonne
Other	Honey	0.776	Pound
Livestock	Calf - Feeder (400 - 700 lbs)	668.330	Head
Livestock	Cattle - Feeder (700 - 900 lbs)	741.080	Head
Livestock	Cattle - Finished (Less than 1250 lbs)	808.010	Head
Livestock	Cattle - Finished (More than 1250 lbs)	1,052.450	Head
Livestock	Bison - Feeder (650 - 750 lbs)	1,290.100	Head
Livestock	Bison - Finished (900 - 1050 lbs)	1,938.788	Head
Livestock	Bull - Breeding - Mature - More than 2 yrs	2,231.000	Head
Livestock	Bull - Breeding - Yearling - Less than 2 yrs	1,940.000	Head
Livestock	Cow - Breeding - Mature - has calved	1,176.125	Head
Livestock	Heifers - Breeding - Bred	1,139.750	Head
Livestock	Heifers - Breeding - Calf	824.500	Head