



Western Cash Advance Program Inc.



Agriculture and
Agri-Food Canada

**Advance Payments
Program**

Agriculture et
Agroalimentaire Canada

**Programme de
paiements anticipés**

Advance Payments Program Application and Repayment Agreement for 2023/2024

For Sole Proprietors in Alberta and Saskatchewan

Eligible commodities:

Cash advances are available under Agriculture and Agri-Food Canada's Advance Payments Program for 45 different commodities in Alberta and 38 different commodities in Saskatchewan including field crops, oilseed crops, pulses, specialty crops, grass seed, hay, goats, sheep, cattle, and bison. A complete list of eligible commodities can be found on page 4 of this application form or at www.feederassoc.com

Summary of Important Deadlines:

The following are important deadlines for applications, supporting documentation and account repayment. Producers who receive a cash advance under the APP are solely responsible for meeting all program deadlines. If you have asked a third party such as your crop insurance agency or your grain elevator to submit any type of documentation to WeCAP on your behalf, it is your responsibility to ensure that information is received in our office on time.

April 1, 2023	Accepting applications for 2023/2024 Advances for all Eligible Agricultural Products
June 20, 2023	Last date to apply for Advances for Agricultural Product in Production (Intended Seeding Advance) and to file Land reports with your insurance provider.
July 31, 2023	Last date to provide the actual Seeded Acreage Report to transfer from Intended Seeding to Actual Seeded Advance
December 31, 2023	Last date to transfer an Actual Seeded Advance to an Advance for Agricultural Product in Post-Production/In-Store Advance
January 31, 2024	Last date to repay Advance for Agricultural Product in Production. Last date to repay an Advance for Agricultural Product In Post Production without providing proof of sale documentation. Proof of sale documents are required for all Agricultural Product in Post-Production/In-Store after this date
March 15, 2024	Last date to apply for 2023/2024 APP Advances
September 30, 2024	Last date to repay 2023/2024 Advance for Agricultural Product in Post-Production (in Storage), field crops, oilseeds, pulses, specialty crops, grass seed, hay, goats, and sheep
March 31, 2025	Last date to repay 2023/2024 Advances for cattle and bison and for Continuous Flow cattle must be repaid within 12 months of the advance issue date or by the end of the production period, whichever is earlier

Email, fax or mail your completed application to: **Western Cash Advance Program Inc.**
100, 5908 50 Street
Leduc, AB. T9E 0R6
wecap@feederassoc.com
Fax: 1-587-635-5672

For questions or inquiries: 1-587-635-5669
Toll-free: 1-844-333-3377
www.feederassoc.com

Please Read Before Beginning Your Application

Western Cash Advance Program Inc. (WeCAP) is an authorized APP Administrator.

Eligibility	<ul style="list-style-type: none"> Producers (sole proprietor, part of a partnership, or shareholder) must be 18 years or older and a Canadian Citizen or permanent resident. For livestock advances, the livestock must be born before being eligible for the program.
Cash Advance Limits	<ul style="list-style-type: none"> Producers can apply for a cash advance up to one million (\$1,000,000) maximum. The first two hundred fifty thousand (\$250,000) is interest free. The maximum cumulative advance that can be issued to a producer, including current outstanding advances (2022 and 2023) and eligible advances for 2023, can at no time exceed one million (\$1,000,000) The interest free provision and the maximum advance is cumulative over all APP Administrators.
Security	<ul style="list-style-type: none"> To be eligible for an advance, livestock producers must provide valid Livestock Price Insurance (LPI) or be enrolled in 2023 AgriStability. To be eligible for an advance, grain, pulse and oilseed producers must provide valid 2023 crop insurance coverage or be enrolled in 2023 AgriStability to be eligible for a pre-harvest advance. For a post-production advance, the producer must have multi-peril coverage on the advanced commodity. The producer must maintain the security used to receive the advance until the advance is paid in full or has been transferred to a post-production advance.
Production Periods and Production Years	<ul style="list-style-type: none"> The 2023 APP Program year opens April 1, 2023. Different commodities have different deadlines. Cattle and Bison: April 1, 2023 to March 31, 2025. Sheep and Goats: April 1, 2023 to September 30, 2024. Field Crops: April 1, 2023 to September 30, 2024. <p>*If not transferred to a stored grain advance, the deadline is January 31, 2024.</p>
Repayment	<ul style="list-style-type: none"> Repayment must be made by producers as they sell or dispose of the commodities upon which their advances were based. Payment and sales receipts must be received within thirty (30) days of the date on the sale receipt. Proof of sale documentation must accompany the payment unless otherwise specified in section 3.4.f in the Repayment Agreement. The interest free portion of the advance will be repaid first unless in the case of multiple advances outstanding, then the payment will be applied to the oldest advance first.
Inspections and Yield Verifications	<ul style="list-style-type: none"> WeCAP reserves the right to inspect at any time. Refusal of an inspection will result in immediate Default. WeCAP performs random inspections on a percentage of our applications annually. Upon an inspection, if the producer is discovered to have an inventory shortage, he/she will have thirty (30) calendar days to repay the shortage or be placed in default.
Fees and Interest	<ul style="list-style-type: none"> Producers are charged an application fee of \$250 plus GST if their application is approved. No additional fee for additional advances made in the same program year. Inspections required to receive the advance are deducted from the advance amount. Advances above the interest free portion of two hundred fifty thousand (\$250,000) is charged interest at TD Bank's Prime Rate minus 0.5% per annum. Repayment without Proof of Sale interest is charged at Prime plus 1% per annum. Default interest will be charged at Prime plus 1% per annum from the date of the Advance to the date of Default. Prime plus 2% per annum is charged from the date of Default until the outstanding balance is paid in full.

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Repayment Agreement

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| 2. Issuance of the Advance | 7. Representations and Warranties |
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Producer's Declaration and Signature for Application and Repayment Agreement Schedules¹

Please check those that apply

Advance Worksheets

- ☐ Advance Worksheet for Agricultural Product in Production: Spring Advance for Field Crops, Forage, Hay, and Grass Seeds.
- ☐ Advance Worksheet for Agricultural Product in Post-Production: Post Harvest/Fall Advance for Field Crops, Forage, Hay, and Grass Seeds (Storable).
- ☐ Advance Worksheet for Livestock Advance: Livestock Price Insurance (LPI) Option OR Advance Worksheet for Livestock Advance: LPI Renewal.
- ☐ Advance Worksheet for Livestock Advance: AgriStability Option OR Advance Worksheet for Livestock Advance: AgriStability option Renewal.

Assignments, Consents and Authorizations

- ☐ Priority Agreement for Agricultural Inputs Suppliers
- ☐ AFSC Assignment of Indemnity
- ☐ SCIC Assignment of Indemnity
- ☐ Global AG Risk Solutions Loss Payable Assignment
- ☐ LPI Assignment (Alberta)
- ☐ LPI Consent (Alberta)
- ☐ LPI Assignment (Saskatchewan)
- ☐ LPI Authority Form (Saskatchewan)
- ☐ Business Risk Management (BRM) Program Proceeds Assignment.

Statement of Inventory

ADVANCE PAYMENTS PROGRAM (APP) Producer Information for Sole Proprietor Application & Repayment Agreement

1.0 APPLICATION – PRODUCER INFORMATION FOR INDIVIDUALS

1.1 DOCUMENTATION

✓ Administrators must request the following information for all APP applicants.

- ☐ **Identity of signing authority verified.** (Photo identification required, i.e. driver's license. Health cards cannot be accepted.) **Type of identification provided:** _____

1.1.1 Self Identification Questions

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

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

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

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

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

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

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

1.2 BASIC INFORMATION

Trade Name of Sole Proprietor (If Applicable)

APP ID		CRA Business Number		Date of Birth (YYYY-MM-DD)	
Given Name		Middle Name		Family Name	
Residential Mailing Address of Producer:				Physical Address	
Street Address				City/Town	Province
				Postal Code	
Home Phone #	Cellular Phone #	Fax #	Email		
Business Mailing Address of Producer (if different from above):					
Street Address				City/Town	Province
				Postal Code	
Business Phone # (Ext.)		Business Fax #		Email	

Authorized Individual (authorized person to exchange account information). The Producer authorizes WeCAP to disclose information in respect of this application and the Producer's account to the individual below.

Name	Phone Number	Authorizing Signature
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1.3 DECLARATION OF BANKRUPTCY

- ☐ Have you declared bankruptcy within the last 7 years? (check box if "yes")
☐ Are you currently seeking financial protection from creditors? (check box if "yes")

1.4 DECLARATION OF APP ADVANCE(S) RECEIVED FROM OTHER PRODUCER ORGANIZATIONS

- ☐ Do you have an outstanding advance with another APP Administrator? (check box if "yes")
☐ Are you in default with another APP Administrator as a sole proprietor, corporation, cooperative or partnership? (check box if "yes")

Name of Producer Organization from which an advance was received	Agricultural Product for which an advance was received	Program Year (YYYY)	Amount of Advance Received
			\$
			\$
			\$
			\$
			\$
			\$
			\$

1.5 PRIMARY FINANCIAL INSTITUTION

Name of Primary Financial Institution		Contact Name	
Street Address	City/Town	Province	Postal Code
Phone # (Ext.)	Business Fax #	Email	

1.6 RELATED PRODUCER DECLARATION

- ✓ Producers are related if they do not deal with each other at arm's length.
 ✓ In the absence of proof to the contrary, producers are presumed to be related to another producer in any of the following circumstances:
 ✓ One of the producers is the spouse or common-law partner of the other producer;
 ✓ One of the producers owns at least 25% of the voting shares of the other producer;
 ✓ One of the producers owns at least 25% of the voting shares of a corporation that directly or through any other corporation owns 25% of the voting shares of the other producer (corporation);
 ✓ One of the producers is entitled to 25% or more of the profits or revenues of the other producer (partnership/cooperative);
 ✓ The producer shares any management and administrative services, equipment, facilities or overhead expenses of a farming operation with the other producer, but is not in a partnership with that other producer; or
 ✓ Any other circumstances set out in the *Agricultural Program Marketing Act* or the *Agricultural Program Marketing Regulations*.
 ✓ Relatedness is about program limits and therefore affects the applicant's eligibility to receive an advance, as well as the amount of an advance.
 ✓ If you answer "yes" to question 3 below, you may not be eligible to receive an APP advance, unless you are able to rebut the presumption of relatedness.
 ✓ You may choose to rebut the presumption by your Administrator that your farming business is related to another producer. In such cases, you will be required to provide the Administrator with proof that the relationship is arm's length, which will include providing the Administrator with documentation to support your claim.

1. According to the above criteria are you related to another producer? If no proceed to Section 1.7.	YES	NO
2. Has a related producer a) applied for an APP Advance in this program year or b) participated in APP during a previous program years?	YES	NO
3. Are any related producers currently in default or ineligible under the APP, Spring Credit Advance Program or Enhanced Spring Credit Advance Program?	YES	NO

1.6.1 RELATED PRODUCERS

If you answered "YES" to any of the questions in Section 1.6 then you must complete Section 1.6.1 and 1.6.2.

- ✓ List all related producers who received an advance for this or previous program years, including advances issued by other APP Administrators.
- ✓ Attach a separate sheet, if required.

Name of the Related Producer	APP ID	Name of the Related Producer	APP ID

1.6.2 REBUTTAL OF RELATEDNESS BETWEEN 2 INDIVIDUAL PRODUCERS

- ✓ Answer the questions below for each related producer listed in section 1.6.1.
- ✓ 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 will 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:

a. You and the related producer file separate tax returns and/or produce separate financial statements.	YES	NO
b. You and the related producer are not employees or do not act as agents of the other.	YES	NO
c. You and the related producer conduct all business transactions (e.g. sharing of equipment and/or land) at fair market value and such transactions are documented.	YES	NO
d. You and the related producer <u>do not</u> share any management and administrative services, equipment, facilities or overhead expenses of a farming operation.	YES	NO

2. Name of the Related Producer:

a. You and the related producer file separate tax returns and/or produce separate financial statements.	YES	NO
b. You and the related producer are not employees or do not act as agents of the other.	YES	NO
c. You and the related producer conduct all business transactions (e.g. sharing of equipment and/or land) at fair market value and such transactions are documented.	YES	NO
d. You and the related producer <u>do not</u> share any management and administrative services, equipment, facilities or overhead expenses of a farming operation.	YES	NO

3. Name of the Related Producer:

a. You and the related producer file separate tax returns and/or produce separate financial statements.	YES	NO
b. You and the related producer are not employees or do not act as agents of the other.	YES	NO
c. You and the related producer conduct all business transactions (e.g. sharing of equipment and/or land) at fair market value and such transactions are documented.	YES	NO
d. You and the related producer <u>do not</u> share any management and administrative services, equipment, facilities or overhead expenses of a farming operation.	YES	NO

4. Name of the Related Producer:

a. You and the related producer file separate tax returns and/or produce separate financial statements.	YES	NO
b. You and the related producer are not employees or do not act as agents of the other.	YES	NO
c. You and the related producer conduct all business transactions (e.g. sharing of equipment and/or land) at fair market value and such transactions are documented.	YES	NO
d. You and the related producer <u>do not</u> share any management and administrative services, equipment, facilities or overhead expenses of a farming operation.	YES	NO

1.7 DECLARATION OF SECURED CREDITORS

- ✓ List all secured creditors who have a security interest that includes the Agricultural Product(s) and/or the BRM program payments 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.
- ✓ Examples may include, but are not limited to:
 - a lien taken by an input supplier on the agricultural product to be used for the APP advance;
 - a lien taken by your financial institution; or
 - a General Security Agreement.
- ✓ Attach a separate sheet if required.
- ✓ A signed Priority Agreement is needed for each secured creditor listed below.

Name of Secured Creditor:	Address and/or Phone Number:	Security Interest is on:	Value (if applicable):

Section 1.8 – Direct Deposit Authorization

If you wish to have any Advances directly deposited into your bank account, **please attach a VOID cheque** for the relevant account and sign and date the section below. If your financial institution requires the advance to be issued jointly, direct deposit is not possible.

Producer Signature	Date
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Section 1.9 – Producer Declaration

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. For the purposes of applying as an individual producer, I am not required by the Income Tax Act (Canada) to report income from other farming operations or other corporations carrying on a farm business, other than the one named in this Application.

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

Producer Signature	Date
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ADVANCE PAYMENTS PROGRAM (APP) PRIORITY AGREEMENT WITH A SECURED PARTY

PROTECTED "A"
ONCE COMPLETED

1.1 BASIC INFORMATION

Producer Name (herein referred to as the "Producer")					APP ID
List of Agricultural Products (herein referred to as the "Agricultural Product(s)"):					
Product No. 1	Product No. 2	Product No. 3	Product No. 4	Product No. 5	Product No. 6

1.2 DEFINITIONS

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

1.3 ADMINISTRATOR INFORMATION (herein referred to as the "Administrator")

Name: WeCAP	Phone: 1-844-333-3377	Fax: 1-587-635-5672	Email: wecap@feederassoc.com
Street Address: 100, 5908 50 St	City/Town: Leduc	Province: Alberta	Postal Code: T9E 0R6

1.4 CREDITOR INFORMATION (herein referred to as the "Creditor")

Name:	Phone:	Fax:	Transit No. (if applicable):
Street Address:	City/Town:	Province:	Postal Code:

PART 1 – Complete this part if the Creditor HAS a lien or security on the Agricultural Product(s) or the BRM program proceeds related to the Agricultural Product(s).

- ✓ A separate signed Priority Agreement is required for each secured creditor listed on Part 1 of the Application or identified through a lien search. This may include, but is not limited to: banks with General Security Agreements on all of the applicant's property, input suppliers that have provided financing and have taken a security interest on the Agricultural Product(s) to secure the financing, etc.

The Creditor does hereby consent that:

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

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

Prior to proceeding to enforce its security, the Administrator or the Creditor, as the case may be, shall provide reasonable prior written notice of such enforcement to the other party.

For the purposes of giving effect to any of the Producer's undertakings under this Priority Agreement, the Producer shall make, execute and deliver to the Creditor or the Administrator, any documents or Agreements as the BRM program administrator may reasonably request.

The Creditor ☐ has ☐ has not (please check one) taken an assignment of the Producer's _____ (name of BRM program) payments related to the Agricultural Product(s).



Western Cash Advance Program Inc.



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ADVANCE PAYMENTS PROGRAM (APP) PRIORITY AGREEMENT WITH A SECURED CREDITOR

Appendix 1
PROTECTED "A"
ONCE COMPLETED

Where the Creditor has a lien or security on the Agricultural Product(s) and/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:

- ☐ A) 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
- ☐ B) To the Producer.

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

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

PART 2 – Complete this part if the Creditor DOES NOT have a lien or security on either the Agricultural Product(s) or the BRM program proceeds related to the Agricultural Product(s)

The Creditor hereby consents that:

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

PART 3 – To be signed by the Creditor (regardless of security interest or lien), by the Administrator, and by the Producer.

This Agreement shall be governed by and interpreted in accordance with the laws of the province of _____

IN WITNESS WHEREOF all parties hereunto set their hands and seals

Name of the Creditor

Name and Title of Authorized Officer of Creditor

Signature of Authorized Officer of Creditor

Date (YYYY-MM-DD)

Western Cash Advance Payment Program (WeCAP)

Name of the Administrator

Name and Title of the Authorized Officer of Administrator

Signature of Authorized Officer of Administrator

Date (YYYY-MM-DD)

Name of the Producer

Signature of Producer or its Authorized Officer

Witness (where Producer is an individual)

Date (YYYY-MM-DD)

WAIVER OF EXEMPTION FOR PROTECTION OF SPECIFIC CHATTELS

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

I, _____

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

for the purposes of using the above noted chattel(s) to secure the following specific debt, _____

(stated as a principal sum)

together with Interest and costs, until such time as the above noted specific debt has been fully paid.

Dated this _____ day of _____, 20_____.

Signature

Repayment Agreement

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

1. DEFINITIONS

In this Agreement, the following words have the following meanings:

- 1.1. "AAFC" means Agriculture and Agri-Food Canada.
- 1.2. "Act" means the *Agricultural Marketing Programs Act* (Canada), as amended from time to time.
- 1.3. "Administrator" means Western Cash Advance Program Inc., also known as "WeCAP"
- 1.4. "Advance" means an Eligible Advance approved and made by the Administrator to the Producer based on the actual or expected production 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 Indebtedness" means the definition provided in section 3.1 of this Agreement.
- 1.7. "Advance Rate" means the rate of issuance applicable to Advances issued prior to March 31, 2024 required to be used under the APP to calculate the Eligible Advance applied for by the Producer in the Application and under this Agreement for Agricultural Product in Production, Agricultural Product in Post-Production and Livestock, as the case may be.
- 1.8. "Advance Worksheet" means the form used to calculate the Advance requested by the Producer for purposes of the APP.
- 1.9. "AFSC" means Agriculture Financial Services Corporation.
- 1.10. "Agreement" means this Repayment Agreement, the above Preamble and Application, any and all Advance Worksheets submitted with or in regard to the Application and postponements, assignments, consents and authorities provided with this Application, and any subsequent Advance Worksheets, postponements, indemnities, assignments, authorities and consents hereafter provided by the Producer to the Administrator, which are approved by the Administrator.
- 1.11. "Agricultural Product" means an animal or plant of the Producer, including any product, food or drink that is wholly or partly derived from an animal or plant.
- 1.12. "Agricultural Product in Production" means an Eligible Agricultural Product that has not yet been produced or is in the course of being produced.
- 1.13. "Agricultural Product in Post-Production" means a Storable Eligible Agricultural Product that has been harvested.
- 1.14. "APCA" means Advance Payments for Crops Act (Canada).
- 1.15. "APP" means the Advance Payments Program established under the Act and the Regulations.
- 1.16. "APP Electronic Delivery System" which is also referred to as "APPEDS" is the on-line system that electronically enables the submission of data relating to the delivery of APP, between AAFC and the Administrator.
- 1.17. "Application" means the application provided in Section B of this document submitted by the Producer.
- 1.18. "BRM Program" means a Business Risk Management Program listed in the Schedule of the Act that can be used to secure an Advance and includes AgriStability.
- 1.19. "BRM Coverage Report" means a report from the agency responsible for the administration of the BRM Program used as security for an Advance under this Agreement.
- 1.20. "Collateral" means the collateral collectively described in Subclauses 5.2(a), 5.2(b), 5.3(a)-(d) of this Agreement and all other property which the Producer may grant the Administrator a security interest in.
- 1.21. "Common-Law Partner" means an individual who has been cohabiting with a Producer in a conjugal relationship for a period of at least one (1) year.
- 1.22. "Continuous Flow Operation" means a farming operation where the Eligible Agricultural Products that are sold are constantly replaced by new ones so that the number and/or quantity of Eligible Agricultural Products in inventory remains constant and sufficient to provide adequate security for outstanding Advance

- 1.23. "Costs" means all costs, including legal costs on a solicitor and own client full indemnity basis, payable by the Producer to the Administrator pursuant to this Agreement.
- 1.24. "Default" means a default under this Agreement by the Producer and includes the definition provided in clause 6.1 of this Agreement.
- 1.25. "ESCAP" means the Enhanced Spring Credit Advance Program.
- 1.26. "Eligible Advance" means the Advance the Producer is entitled to apply for as requested by the Producer as calculated and requested by the Producer in an Advance Worksheet, subject to the APP and review and approval by the Administrator.
- 1.27. "Eligible Agricultural Product" means Agricultural Product in Production, Agricultural Product in Post-Production, and Livestock, with respect to which the Producer may seek an Eligible Advance under this Agreement.
- 1.28. "Eligible Producer" means a producer of an Eligible Agricultural Product who continually owns this Eligible Agricultural Product, is responsible for marketing it and either is or was producing it, and who meets the eligibility requirements under the Act and the Regulations to apply for an Eligible Advance.
- 1.29. "Fees" means all fees payable by the Producer to the Administrator pursuant to this Agreement including all administration fees, inspection fees and fees payable for NSF payments.
- 1.30. "Final Date for Payment" means the following dates on which the outstanding balance on the Advance Indebtedness under this Agreement must be paid in full:
- (a) January 31, 2024 for Agricultural Product in Production, in the event a Post-Production Report acceptable to the Administrator is not provided to the Administrator before December 31, 2023;
 - (b) September 30, 2024 for Agricultural Product in Production (which becomes Agricultural Product in Post-Production if a Post-Production Report acceptable to the Administrator is provided to the Administrator before December 31, 2023), and for Agricultural Product in Post-Production, field crops, oilseeds, pulses, specialty crops, grass seed, hay, goats and sheep;
 - (c) March 31, 2025 for cattle, bison and for Continuous Flow Operations.
- 1.31. "Global Ag Risk Solutions" or "GARS" means the private sector production cost insurance administered by Global Ag Risk Solutions, which can be used to secure an Advance.
- 1.32. "Government of Canada" means His Majesty the King in Right of Canada.
- 1.33. "In-Production" means an Agricultural Product, which is not yet produced.
- 1.34. "Interest" means all interest payable by the Producer to the Administrator pursuant to this Agreement, including, but not limited to, RWPS Interest, LRDPP Interest, and any other interest which may be payable when a Producer is in Default.
- 1.35. "Livestock" means cattle, hogs, bison, sheep, lambs and goats, and any other animal designated.
- 1.36. "LRDPP Interest" means late repayment during the production period interest which shall accrue at the rate provided in subclause 4.7 herein.
- 1.37. "Minister" means the Minister of Agriculture and Agri-Food Canada or any person authorized to act on his or her behalf.
- 1.38. "Non-Storable Agricultural Product" means an Eligible Agricultural Product classified as a Non-Storable under the program that is not Livestock or a Storable Agricultural Product. An Agricultural Product is deemed to be a Non-Storable Agricultural Product if it is identified by such in the APP Electronic Delivery System.
- 1.39. "Overpayment" means:
- (a) Where an Advance is secured by a BRM Program, or a Production Insurance, and the coverage amount thereunder payable to the Producer is reduced, that part of the outstanding amount of the Advance that exceeds the reduced coverage amount; and
 - (b) Where an Advance is with respect to an Eligible Agricultural Product, and the value of the Eligible Agricultural Product (including value after harvest) is reduced, that part of the outstanding amount of the Advance that exceeds the reduced value of the Eligible Agricultural Product; and
 - (c) In the case where both paragraphs (a) and (b) apply to an Advance, Overpayment means the amount calculated in accordance with paragraph (b).
- 1.40. "PGAPA" means Prairie Grain Advance Payments Act (Canada).
- 1.41. "Post-Production" means an Agricultural Product, which has been produced and is in storage.
- 1.42. "Post-Production Report" means the report issued by the Production Insurance Agency that confirms the quality and quantity of an Eligible Agricultural Product that has been harvested and is held in storage and inventory. Where no such report is available it means a Producer's declaration confirming, to the

satisfaction of the Administrator, the quantity of Eligible Agricultural Product that has been harvested or produced and how much is held in storage and inventory.

- 1.43. "PPSA" means the *Personal Property Security Act* (Alberta) as amended from time to time, if the Producer indicates that the Producer is an Alberta resident in the Application, and the *Personal Property Security Act* (Saskatchewan) if the Producer indicates that the Producer is a Saskatchewan resident.
- 1.44. "Prime" means the prime rate of Interest charged from time to time by the Toronto-Dominion Bank.
- 1.45. "Producer" means the individual, corporation, cooperative, or partnership identified in Section 1.1 of the Application that has completed and signed the Application, one or more Application Worksheets, and this Agreement, and who has represented and declared that the Producer is an Eligible Producer.
- 1.46. "Production Insurance" means a production insurance program or any program that may replace it, and includes insurance programs established by AFSC, SCIC, Global Ag Risk Solutions and LPI.
- 1.47. "Production Insurance Agency" means the organization that has entered into a Production Insurance contract, with the Producer, or has issued a Production Insurance policy to the Producer, in the province in which the Eligible Agricultural Product is located.
- 1.48. "Production Period" is the period that commences on April 1, 2023 for all Eligible Agricultural Products, and which ends on the following dates:
- (a) September 30, 2024 for Agricultural Products in Production which have been converted to Agricultural Products in Post-Production by providing the Administrator with a Post-Production Report in accordance with this Agreement, Agricultural Products in Post-Production, field crops, oilseeds, pulses, specialty crops, hay, goats, and sheep;
 - (b) March 31, 2025 for cattle, bison, and Continuous Flow Operations.
- 1.49. "Production Unit" is the unit of production of an Eligible Agricultural Product, as described in the Advance Rate for that product.
- 1.50. "Program Year" means the period used to manage program limits as per Subsections 9(1) and 20(1) of the *Act* and, for the purpose of this Repayment Agreement, this period is 2023, which commences on April 1, 2022 and terminates on March 31, 2024.
- 1.51. "Proof of Sale" means documentation confirming the sale of the Producer's Eligible Agricultural Product that is provided, or verified, by a third party. An acceptable proof of sale must contain the information required under this Agreement.
- 1.52. "Regulations" means the *Agricultural Marketing Programs Regulations* (Canada), as amended from time to time.
- 1.53. "Related Producers" Producers are related if they do not deal with each other at arm's length and, in the absence of proof to the contrary, are presumed to be related to one another in any of the following circumstances:
- (a) The Producer controls, directly or indirectly in any manner, the other producer;
 - (b) The Producer is controlled, directly or indirectly in any manner, by the same person or group of persons as the other producer;
 - (c) The Producer carries on a farming operation in partnership with the other producer;
 - (d) The Producer shares any management services, administrative services, equipment, facilities or overhead expenses of a farming operation with the other producer, but is not in partnership with that other producer;
 - (e) One of the Producers is a spouse or Common-Law Partner of the other producer;
 - (f) One of the Producers owns at least 25% of the voting shares of the other producer;
 - (g) One of the Producers owns at least 25% of a corporation that directly or through any other corporation owns 25% of the voting shares of the other producer;
 - (h) One or more of the Producers is entitled to 25% or more of the profits or revenues from the other producer.
- 1.54. "RWPS Interest" means the repayment without proof of sale interest which shall accrue at the rate provided in subclause 4.6 herein.
- 1.55. "SCAP" means the Spring Credit Advance Program.
- 1.56. "SCIC" means the Saskatchewan Crop Insurance Corporation.
- 1.57. "Sales Repayment Schedule" means a schedule of pre-authorized payments or debits which coincide with the Producer's anticipated marketing dates for an Eligible Agricultural Product.
- 1.58. "Seeded Acreage Report" means a Production Insurance Agency Report wherein the Producer identifies the amount of Eligible Agricultural Product currently in production, or a BRM Coverage Report acceptable to the Administrator, which is used in order to calculate entitlements for an Advance on Agricultural

1.59. "Storable Agricultural Product" means an Eligible Agricultural Product that, once in its produced state, may be kept in good marketable condition in inventory, until it is sold. An Agricultural Product is deemed to be a Storable Agricultural Product if it is identified as such in the APP Electronic Delivery System.

1.60. "LPI" means the Livestock Price Insurance Program.

2. ISSUANCE OF THE ADVANCE

2.1. Administrator's Discretion to Review Applications

- (a) The Producer acknowledges that the APP requires the Administrator to verify that the Producer is an Eligible Producer, that the Producer is creditworthy, that the Producer has calculated the Producer's claim for an Eligible Advance in accordance with the APP and is otherwise in compliance with the APP, and that all Advances are adequately secured. The Producer agrees that the Administrator shall have the discretion to refuse to make an Advance, or an Advance in the amount claimed by the Producer, if the Administrator is not satisfied that these conditions have been met.
- (b) The Administrator may, in accordance with the APP, request the Producer to provide further information with respect to the Producer's creditworthiness, perform a credit check, and inspect the Eligible Agricultural Product and may refuse the Producer's application, or an Advance, if this information is not provided, or if the Administrator is not satisfied that the Producer is creditworthy.

2.2. Advances with respect to Agricultural Products in Production

- (a) Subject to Clause 2.1, upon the execution of this Agreement by the Administrator and the Administrator's receipt of verification of adequate Production Insurance, BRM Coverage, or both to secure the Eligible Advance requested by the Producer with respect to Agricultural Products in Production, the Administrator shall pay an installment no more than 60% of the Eligible Advance with respect to Agricultural Product in Production in an amount approved by the Administrator based on the Advance Worksheet and using the Advance Rate for Agricultural Product in Production.
- (b) The Producer, should he or she assign Production Insurance as security for the Advance, shall provide a copy of a verified Seeded Acreage Report confirming the actual acres planted and other relevant production by July 31, 2023.
- (c) The Producer, should he or she assign BRM Coverage as security for the Advance shall provide a signed and sworn declaration confirming the acres planted, a BRM Coverage Report, and consent to an inspection at the discretion of the Administrator by July 31, 2023.
- (d) Based on the information contained in the documents referred to in subclauses 2.2(b) and 2.2(c), the Administrator is authorized to and shall recalculate this Advance in accordance with the Advance Worksheet and issue a second installment to the Producer equal to the recalculated Eligible Advance less the installment referred to in subclause 2.1(a), and any other Advance under the APP from any other administrator.
- (e) Should the Eligible Advance as calculated in subclauses 2.2(b) or 2.2(c) be insufficient to justify the initial Advance made to the Producer under subclause 2.2(a) the Administrator shall notify the Producer that the Producer must repay any Overpayment in accordance with clause 3.6 of this Agreement.
- (f) The Producer must provide the Administrator with a Post-Production Report with respect to any Storable Agricultural Product in Production by no later than December 31, 2023, and such Post-Production Report shall confirm the actual production held in storage by the Producer. If the Producer fails to do so, the Advance must be repaid in full by no later than January 31, 2024. If a Post-Production Report is provided, and the information contained in the Post-Production Report indicates that the harvested Agricultural Product in storage is not sufficient to justify the initial Advance made to the Producer under subclause 2.2(a) and any subsequent Advance, the Administrator shall notify the Producer that the Producer must repay the Overpayment in accordance with clause 3.6 of this Agreement.
- (g) If the Producer fails to comply with the Producer's obligations under subclauses 2.2(a), (b), (c), (e) or (f), the Administrator may declare the Producer to be in Default under this Agreement.
- (h) Subject to subclause 2.2(f), in the event a Post-Production Report is provided to the Administrator on or before December 31, 2023 the harvested Agricultural Product in Production will be treated as Agricultural Product in Post-Production for all purposes under this Agreement from the date the Post-Production Report is received, including provisions regarding repayment of the Advance and provisions applying to sale and proof of sale.
- (i) The Administrator may permit a Producer to remove one or more Agricultural Product(s) on which an Advance and replacing it with one or more Agricultural Product(s), except where:
 - (i) A Seeded Acreage Report has been submitted for the proposed Agricultural Product(s) to be replaced; and
 - (ii) A second or the full Advance has been issued to the Producer by the Administrator on the proposed Agricultural Product(s) to be replaced.

2.3. Advances with respect to Agricultural Product in Post-Production

- (a) Subject to clause 2.1, upon the execution of this Agreement by the Administrator and the Administrator's receipt of verification of any required assignments of Production Insurance, BRM Coverage or both to secure the Eligible Advance requested by the Producer with respect to a Storable

Agricultural Product in Post-Production the Administrator shall pay an Advance to the Producer with respect to the Storable Agricultural Product in Post-Production, in an amount approved by the Administrator, based on the Advance Worksheet and using the Advance Rate for a Storable Agricultural Product in Post-Production.

- (b) The Producer may, on or before December 31, 2023, submit an Advance Worksheet for Storable Agricultural Product in Post-Production to the Administrator with respect to Agricultural Product in Production which has been harvested and is in storage, provided that any Advance approved by the Administrator with respect to this Advance Worksheet shall only be for the amount (if any) that the requested Advance, exceeds the outstanding Advance for the Agricultural Product in Production made by the Administrator or any other APP administrator, using the Advance Rate at the time the request for the Advance is made.

2.4. Advances with respect to Livestock

- (a) Subject to clause 2.1 of this Agreement, upon the execution of this Agreement by the Administrator, and upon receipt of verification of adequate Production Insurance, BRM Coverage or both, including but not limited to, a BRM Coverage Report and a LPI Program Coverage Report, as applicable, acceptable to the Administrator to secure the Eligible Advance requested by the Producer with respect to Livestock, the Administrator shall pay an Advance on the Livestock in an amount approved by the Administrator based on the Advance Worksheet and using the Advance Rate for Livestock;
- (b) If the value of the Livestock is not sufficient to justify the Advance made to the Producer, the Administrator shall notify the Producer to pay the Overpayment in accordance with Clause 3.6 of this Agreement. In the event this payment is not received, the Administrator may declare the Producer to be in Default under this Agreement.

2.5. Redistribution of Advances: The Administrator may, with the consent of the Producer, redistribute any Advance(s) among Related Producers in order to maximize any interest-free benefits. Consent is hereby provided by virtue of the Producer's execution of this Agreement and the Declaration provided herein. Any redistribution of any Advance pursuant to this provision shall not be retroactive but shall take effect on the day the change is made by the Administrator. The Administrator will notify affected the Producer and any effected Related Producers of the of the resulting changes to any Advances.

3. REPAYMENT OF THE ADVANCE

3.1. Amount Required to be Repaid: The Producer agrees to pay to the Administrator by the dates and in accordance with the terms of this Agreement:

- (a) The total amount of all Advances made by the Administrator to the Producer pursuant to this Agreement.
- (b) All Interest payable pursuant to this Agreement.
- (c) All Fees and Costs payable pursuant to this Agreement.

The collective total amount of the above amounts owing by the Producer to the Administrator, from time to time, is herein collectively referred to as the "Advance Indebtedness".

3.2. Application of Payments Received by Administrator

3.2.1. All payments received by the Administrator pursuant to this Agreement shall be applied as follows:

- (a) Firstly, to repay all Advances on which the Government of Canada pays Interest pursuant to the APP;
- (b) Secondly, on all other Advances and on all Interest; and
- (c) Finally, to pay any Fees and Costs and other amounts which have not already been paid.

3.2.2. Every repayment made from the sale of an Agricultural Product must be applied to repay the first outstanding amount from the oldest Advance issued during the earliest Program Year, before being applied to the most recent Advance;

3.3. Summary of Repayment Deadlines

The Producer shall pay the Advance Indebtedness by the following dates for each Eligible Agricultural Product for which an Advance is made:

- (a) By the deadlines for Eligible Agricultural Product which are sold or disposed of, as set forth in clause 3.4 below;
- (b) For Production Insurance and BRM Coverage payments, by the dates referred to in clause 3.5 below;
- (c) For all payments due as a result of the failure of the Producer to maintain marketable quality, Production Insurance and BRM Coverage, by the dates referred to in clause 3.7 below;
- (d) For all Overpayments, by the dates referred to in clause 3.6 below;
- (e) The balance, if any, by the Final Date for Payment for each Eligible Agricultural Product.

3.4. Payments Which Must be made when Agricultural Products are Sold or Disposed of

- (a) **Payment Deadlines for Sales and Disposals: The Producer shall make payments to the Administrator as the Eligible Agricultural Products on which the Advances were made are sold or disposed of, and within thirty (30) calendar days of payment or disposal.**

These payments shall be made from the sale proceeds of the Eligible Agricultural Products if sold, or, if the Eligible Agricultural Products are disposed of, the Producer shall make payment of the fair market value of the disposed Eligible Agricultural Products, until the Advance Indebtedness is paid in full.

- (b) **Minimum Payment and Method of Payment:** The minimum amount to be paid by the Producer when Eligible Agricultural Products on which an Advance has been made are sold or disposed of shall be no less than the Advance Rate for the Eligible Agricultural Product in effect at the time the Advance was issued to the Producer multiplied by the number of Production Units sold or disposed of. Repayment can be made by a combination of one or more of the following methods:
- (i) **Sale Proceeds Required to be Paid by a Buyer:** Where the Producer sells the Eligible Agricultural Product for which the Advance was made, to a buyer or buyers named by the Administrator, the Producer must authorize and direct each buyer to withhold from an amount they pay to the Producer from each Production Unit sold, an amount determined in accordance with a Sales Repayment Schedule specified in an agreement with the buyer which authorizes this amount to be deducted from the sale proceeds and paid to the Administrator, provided that the payments cannot be less than the minimum payment amounts stipulated in subclause 3.4(b) above, and that the payments must be made within the times specified in subclause 3.4(a) above. The buyer's failure to make these payments shall not release the Producer from the Producer's obligation to pay the Advance Indebtedness;
 - (ii) **Payments made by Buyers at the Request of the Producer:** A Producer may voluntarily request a buyer or buyers to agree to withhold and pay to the Administrator the payments referred to in paragraph 3.4(b)(i) above;
 - (iii) **Direct Payment by Producer:** The Producer may make direct payment from the sale proceeds of Eligible Agricultural Products, or in amounts equivalent to the market value of disposed Eligible Agricultural Products, in an amount no less than the minimum payment referred to in subclause 3.4(b) above, and within the time periods stipulated in clause 3.4(a) above;
- (c) **Extension of Payment Deadlines** Notwithstanding the deadlines of remitting payment provided in subclause 3.4(a), and with respect to Eligible Agricultural Products, that are not Livestock, where the Producer enters into a basis contract(s) on the Agriculture Products, the requirement to pay the Administrator within sixty (60) calendar days of delivery to the buyer shall be extended to ninety (90) calendar days where: (1) the Producer will not receive payment at the time of delivery; (2) the Producer provides a copy of the basis contract(s) to the Administrator; and (3) the Producer provides proof of sale with the repayment.
- (d) **Payment Deadlines for Continuous Flow Operations** Where an Advance is made on a Continuous Flow Operation of Agricultural Product(s) of Livestock, and the Producer otherwise sells or disposes of all or a portion of the Agricultural Product(s) in respect of which the Advance is made, the Producer shall make payment directly to the Administrator for each unit of Agricultural Product(s) with twelve (12) months from the date the advance was made but no later than the end of the Production Period, an amount at no less than the Advance Rate(s) in effect at the time the Advance was issued until the Advance Indebtedness is paid in full.
- (e) **Proof of Sale Documents:** Unless the Producer satisfies the Proof of Sale Exemption permitted under subclause 3.4(f) below, the Producer shall provide the Administrator with proof of sale from the sale of all Eligible Agricultural Products with respect to which Advances were made under this Agreement at any time prior to the termination of the Production Period for the Eligible Agricultural Product. The proof of sale documents must include the date of sale, name of seller, buyer, type of Eligible Agricultural Product sold, quantity of Eligible Agricultural Product sold, amount received, and such other documents as may be required by the Administrator.
- (f) **Exemption From Proof of Sale Requirements:** Proof of sale is not required in the following circumstances:
- (i) For sale proceeds of Agricultural Product(s) in Production made between the beginning of the Production Period and January 31, 2024, if the Agricultural Product(s) in Production is not converted to Agricultural Product in Post-Production by providing the Administrator with a Post-Production Report before December 31, 2023;
 - (ii) To the extent the Producer makes a payment of \$10,000.00, or 10% of the total amount of the Advance, whichever is greater. Repayment(s) without proof of sale must be made prior to or on the last day of the Production Period. If the Producer repays an amount in excess of such amounts without providing proof of sale for the Agricultural Product(s), the Producer will be charged RWPS Interest on the excess amount from the day the Advance was issued to the day the repayment is made. The Producer shall have twenty-one (21) calendar days to pay the accrued RWPS Interest or be declared in default.
 - (iii) For Continuous Flow Operations, Producers who receive an Advance for a Continuous Flow Operation are not required to make repayments from the sale proceeds of Livestock or to provide proof of sale for their Livestock, so long as they maintain the permanent inventory set out in their Application Worksheet, provided that if there is a reduction in the permanent inventory which is not immediately replaced:
 - (A) if the reduction in permanent inventory is not attributable to a decision of the Producer to reduce their inventory, the Producer shall pay the amount of the Overpayment together with Interest on that portion from the date of the Advance (other than the portion on which Interest has been paid by the Government of Canada) within thirty **(30) days of the date notice is provided to the Producer requiring the Overpayment to be made. If payment is not made, the Administrator may declare the Producer in Default, and**
 - (B) if the reduction in permanent inventory is made as a result of a decision of the Producer to sell or dispose of or otherwise reduce their permanent inventory, the Producer shall no longer be a Continuous Flow Operation, and shall provide Proof of Sale with respect to all Livestock sold or disposed of in relation to the reduction in permanent inventory, and also provide Proof of Sale for all future sales in accordance with this Agreement. The amount of the Overpayment shall be paid to the Administrator within thirty (30) days from the date notice is provided by the Administrator to the Producer to do so, failing which the Administrator may declare the Producer in Default.

- (iv) If a Producer becomes deceased or is mentally incapable of making decisions; or
- (v) The Administrator, in the Administrator's discretion, is satisfied through inspection or third party verification that the Eligible Agricultural Product in respect of which the Advance was made has not been sold or disposed of by the Producer, provided that all costs of the inspection or third party verification must be paid by the Producer;
- (g) **Repayment Without Proof of Sale:** In the event the Producer fails to provide proof of sale as required by this Agreement, the Producer shall pay RWPS Interest from the date of the Advance to the date of repayment of the Advance Indebtedness in full calculated on the excess of the Advance over any payment made pursuant to paragraph 3.4(d)(ii) above to the date of repayment;
- (h) **Late Repayment During Production Period:** In the event the Producer fails to make timely payment in accordance with the timelines set out in subclauses 3.4(a) and 3.4(c), the Producer shall be charged the greater of (a) \$150.00; and (b) LRDPP Interest on the amount of the late payment from the date the payment was due until the late payment is made. In the event the Producer is charged LRDPP Interest on the amount of a late payment, such interest shall be in lieu of the interest rate provided in clause 4.1 and not in addition during the applicable time period.
- (i) **Voluntary Payments:** In addition to the mandatory payments described in subclauses 3.4(a) to 3.4(d) the Producer may voluntarily reimburse the Advance by:
 - (i) making repayment(s) without proof of sale prior to or on the last day of the Production Period of up to the greater of \$10,000 or ten percent (10%) of the total amount of the Advance issued. If the Producer repays an amount in excess of such amounts without providing proof of sale for the Agricultural Product(s), the Producer will be charged RWPS Interest on the excess amount from the day the Advance was issued to the day the repayment is made. The Producer shall have twenty-one (21) calendar days to pay the accrued RWPS Interest after the Production Period or be declared in default; or
 - (ii) assigning or paying directly to the Administrator any amount payable to or received by the Producer under an Eligible BRM Program; or
 - (iii) paying directly to the Administrator any amount received by the Producer, not exceeding the proceeds evidenced by proof of sale; or
 - (iv) notwithstanding paragraph 3.4(h)(i), by making a repayment without providing proof of sale if the Administrator is satisfied that the Agricultural Product(s), in respect of which the Advance was made, has not been disposed of by the Producer at the time of the repayment. As such third-party verification will need to be provided or an inspection conducted, and may be at the expense of the Producer, including the Administrator's Inspection Fee as described in subclause 4.8(c); or
 - (v) notwithstanding paragraph 3.4(h)(i), by making repayment without providing proof of sale for Advance(s) taken on Agricultural Product(s) In-Production from the beginning of the Production Period until March 31, 2025 or until the end of the Production Period, whichever is earlier, provided the Producer is able to confirm the units in production to the satisfaction of the Administrator.
- (j) **Repayment with Proceeds from Another Commodity:** The Producer may use products from the sale of one Eligible Agricultural Product on which an Advance has been issued to the Producer, with proceeds from a different Eligible Agricultural Product on which an Advance has been issued to the Producer, and where both advances were made through the same Administrator in the same Program Year, subject to the following conditions:
 - (i) Proof of sale for the Eligible Agricultural Product which was used to make the payment must be provided in accordance with this Agreement;
 - (ii) If the Producer does not specify how the payment is to be applied, the Administrator may apply the payment to the Eligible Agricultural Product with the earliest ending Production Period, subject to this Agreement and in particular clause 3.2; The RWPS Interest referred to in subclause 3.4(g) does not apply, to the extent an Advance is paid with the proceeds of another Eligible Agricultural Product as long as the Agricultural Product is listed on an Advanced Worksheet provided with the Producer's Application.
- (k) **Sale to Buyer Named by Administrator:** In the event that the Producer repays the amount of the Advance to the Administrator by selling the Agricultural Product(s) or a part or portion of the Agricultural Product(s) to one or more buyers in the manner described in subclause 3.1(a), the Producer shall:
 - (i) indicate in writing the Administrator to which buyer(s), named by the Administrator, the Agricultural Product(s) will be sold, prior to selling said product(s) to said buyer(s);
 - (ii) notifying the Administrator immediately upon receiving any information to the effect that said buyer(s) is not promptly remitting to the Administrator the amount so withheld; and
 - (iii) remains liable to the Administrator for repayment of any part of the Advance where said buyer(s) has failed to remit to the Administrator that part of the Advance withheld by it pursuant to its Agreement with the Administrator.
- (l) **Deemed Advance:** The Advance under this Agreement is deemed to have been granted on the portion of the Producer's Agricultural Product(s) first sold. The Producer shall not dispose of any other part of this Agricultural Product(s) for which the Advance was received. A repayment must be made by the Producer with the first sale of the Agricultural Product(s) for which an Advance was received except where:
 - (i) the Agricultural Product(s) are/is Livestock; and
 - (ii) the Producer provides to the Administrator proof of identification, supported by appropriate records, allowing for the identification of each unit of Livestock subject to Advance, the Advance under this Agreement is deemed to have been received on the portion of the Producer's Agricultural Product identified.

3.5. Payment of Production Insurance and BRM Coverage to the Administrator

Where the Producer has assigned or otherwise agreed to transfer payments from Production Insurance, BRM Coverage, or both, including LPI, as security for an Advance, the Producer shall immediately remit and pay to the Administrator the full amount of all amounts received from the Production Insurance, BRM Coverage or both. Such payment, and any similar payments received by the Administrator, shall be applied as set out in clause 3.2 until the Advance Indebtedness is paid in full, subject to the following conditions:

- (a) If the payment relates to Production Insurance to reseed an Agricultural Product in Production, and the Administrator can verify there is sufficient time to reseed the Agricultural Product in respect of which the Advance was granted and there is sufficient time to sufficiently secure the Advance with newly seeded acres, the Administrator may forward the payment to the Producer for the purpose of reseeding;
- (b) If the payment satisfies the Advance Indebtedness for an outstanding Advance with respect to an Eligible Agricultural Product, and there are other Advance Indebtedness with respect to other Eligible Agricultural Products, the Administrator may use the payment to satisfy the Producer's liability with respect to the Advance Indebtedness for other Eligible Agricultural Product;
- (c) If the Administrator, in the Administrator's discretion, is satisfied that there is other security which is sufficient to pay all Advance Indebtedness, the Administrator may remit some or all of the payment to the Producer.

3.6. Repayment of Overpayments

3.6.1. Subject to subclause 3.6.2, the Producer shall pay the full amount of any Overpayment subject to the following conditions:

- (a) The Producer shall not be required to repay an Overpayment which is not greater than \$10,000.00 or 10% of the total Advances, whichever is greater. The only Overpayment payable by the Producer is the amount which exceeds this limit;
- (b) The Overpayment amount payable by the Producer shall include all Interest, and need not be accompanied by proof of sale or any accrued RWPS Interest for failing to provide proof of sale;
- (c) The amount of any Overpayment may be reduced by the value of security granted by the Producer to the Administrator, which is acceptable to the Administrator, over other Agricultural Products which are not subject to existing security granted to the Administrator or any third party provided, that the Administrator is granted a first charge against the additional security;
- (d) In the event the Producer fails to pay the Overpayment or provide adequate additional security, the Administrator may declare the Producer in Default;
- (e) An Overpayment shall not arise with respect to an Advance made for Agricultural Products in Post-Production (in storage).

3.6.2. All Overpayments which occur without the fault of the Producer shall be repaid by the Producer to the Administrator within thirty (30) calendar days after the date that the Administrator mails or delivers to the Producer a written notice requiring the Producer to repay the Overpayment. If the Overpayment occurs at the fault of the Producer, the Producer shall pay the entire amount of the outstanding Advance Indebtedness within thirty (30) days' notice to do so.

3.6.3. The Producer acknowledges that a recalculation of an Advance may occur, from time to time, by the Producer, without notice, as a result of changes to market prices, and which may result in an Overpayment with either a repayment or application of a new Advance against the Overpayment amount being required within the time specified in subclause 3.6.2.

3.7. Obligation to Maintain Marketable Quality, Production Insurance and BRM Coverage

- (a) The Producer shall ensure that all Storable Agricultural Product with respect to which an Advance has been made pursuant to this Agreement:
 - (i) is of marketable quality and is stored so as to remain of marketable quality until disposed of in accordance with this Agreement, or
 - (ii) if it is in the course of being produced or is not yet produced, either the amount of the Advance is covered by BRM Coverage or Production Insurance and that all amounts that may be received thereunder are assigned in the amount of the Advance in accordance with this Agreement,
- (b) The Producer shall ensure that all Non-Storable Agricultural Product with respect to which an Advance has been made pursuant to this Agreement:
 - (i) is of marketable quality and maintained so as to remain of marketable quality until disposed of in accordance with this Agreement and that either the amount of the Advance is covered by BRM Coverage or Production Insurance in the amounts that may be received thereunder are assigned in accordance with this Agreement, or
 - (ii) if it is in the course of being produced or is not yet produced, either in the amount of the Advance is covered by a BRM Program or Production Insurance and that the amounts may be received thereunder are assigned, or that the amount of the Advance is covered under other security required by this Agreement;
- (c) Notwithstanding subclauses (a) and (b), in the case of Livestock, the Producer shall ensure that the Livestock is of marketable quality and is maintained so as to remain of marketable quality until disposed of in accordance with this Agreement.
- (d) The Producer shall ensure that LPI coverage provided as security for Livestock is maintained and remains in effect until the Advance Indebtedness is for the Advance is repaid in full. If the Producer fails to reinstate full LPI coverage within 60 days of the date upon which the Administrator provides the Producer with notice of such requirement, the Administrator may declare the Producer in Default.
- (e) If the Producer breaches any of the provisions in this subclauses 3.7(a) to (d), the Administrator may declare the Producer in Default.
- (f) The Producer shall respect the terms of all assigned Production Insurance and BRM Programs assigned as security herein and shall do all things necessary to ensure the assignment of payments from the Production Insurance, BRM Programs, or both up to the extent of the Advance

Indebtedness. The Producer shall notify the Administrator within seven (7) days if further requests for an assignment on the Production Insurance or BRM Program proceeds are made, granted or registered.

- (g) If an Eligible Agricultural Product for which an Advance is made ceases, in whole or in part, to be marketable through no fault of the Producer, the Producer is liable to pay the Administrator within twenty one (21) days of the date of Default, the portion of the Advance that is attributable to the unmarketable portion of the Eligible Agricultural Product, together with Interest thereon from the date of the Advance to the date the Advance Indebtedness is repaid in full, other than Interest which has been paid by the Minister.
- (h) If the Eligible Agricultural Product for which an Advance is made ceases, in whole or in part, to be marketable as a result of the fault of the Producer, the Producer shall, within twenty one (21) days, pay the full amount of the Advance Indebtedness related to the Advance for the unmarketable Agricultural Product plus Interest.

4. INTEREST, FEES, AND LEGAL COSTS

- 4.1. Basic Interest Rate: The Producer shall pay the Administrator Interest at the following rates on the outstanding balance of all Advances made by the Administrator to the Producer pursuant to this Agreement from the date of each Advance until all Advances, Interest, and Costs are paid in full:
 - (i) Subject to clause 4.2 below, Interest at 0% shall be payable on the first \$250,000.00 of the Advances on All Eligible Agricultural Products on which Interest is paid by the Government of Canada, and;
 - (ii) Interest at Prime less 0.50% *per annum*, *compounded monthly* shall be paid on all other Advances.
- 4.2. Lender's Rate: If the Interest rate payable by the Administrator to the Toronto Dominion Bank is less than Prime, the difference will be used to cover the Administrator's costs in administering the APP.
- 4.3. Loss of Interest-Free Benefit: The Producer shall lose the Interest-free benefit referred to in subclause 4.1(a) above and shall be required to pay Interest on all portions of the Advance which would otherwise be Interest-free after the date the Producer is in Default.
- 4.4. Default Interest: If the Producer is in Default, Interest shall be payable by the Producer on the outstanding balance of all Advances as follows:
 - (a) From the date of each Advance to the date of Default, at a rate of Prime plus 1% per annum; and
 - (b) From the date of Default to the date the Advance Indebtedness is paid in full, Interest at Prime plus 2.00% *per annum* on the outstanding balance of all Advances until payment in full is received.
- 4.5. Legal Costs: In the event a Producer is in Default of the Producer's obligations under this Agreement, the Producer shall pay the full amount of all legal costs incurred by the Administrator in recovering or attempting to recover the Advance Indebtedness hereunder and in protecting and enforcing the security granted hereunder on a solicitor and client full indemnity basis.
- 4.6. Repayment Without Proof of Sale (RWPS) Interest: RWPS Interest shall be the rate of 1.00% per annum above the Interest Rate otherwise payable by the Producer.
- 4.7. Late Repayment During the Production Period (LRDPP) Interest: LRDPP Interest shall be the rate of 3.00% per annum plus Prime compounded on a daily basis.
- 4.8. Administrator's Fees: The Producer shall pay the following fees to the Administrator:
 - (a) A non-refundable enrollment fee of \$250.00 plus GST which may be deducted by the Administrator and paid from the first Advance;
 - (b) No additional fee for additional advances made in the same program year.
 - (c) The following inspection fees for inspections with respect to any Advance requested by the Producer or the Administrator at the amount charged by the inspector, plus the inspector's mileage at \$0.70 per km plus GST:
 - (i) Inspections with respect to an Advance requested by the Producer or the Administrator at the amount charged by the inspector;
 - (ii) An inspection fee for Advances requested for Agricultural Product in Production and Agricultural Product in Post- Production at the rate charged by the inspector in accordance with the inspection rates of AFSC, SCIC, or any other qualified inspector;
 - (d) A fee of \$25.00 for any repayment which is returned or rejected for "Non-Sufficient Funds" ("NSF");
 - (e) A management fee of 3% on all Advances, if the Producer is in Default and the Advance Indebtedness is not paid in full within forty five (45) days of the date the Administrator demands payment.
- 4.9. Reserve Fund: The Producer agrees and acknowledges that amounts paid under the APP may exceed the Administrator's costs of delivering the APP program to the Producer and other participants in the APP, and the Producer may establish a reserve fund of surplus funds not exceeding 1.5 times the Administrator's prior three year average of operating programs costs. In the event, surplus funds exceeding the cap of the reserve fund, the Administrator may submit a plan to the Minister outlining how the excess funds will be used to benefit participants of the APP.
- 4.10. Survival of Management Fees: Where the Administrator has submitted the Producer's file to AAFC for payment by the Minister under the guarantee and

where AAFC has recovered the outstanding debt from the Producer in full or in part through a compromise settlement, and where there are still default management fees provided under paragraph 4.7(d) of this Agreement owing to the Administrator by the Producer, the Administrator reserves the right to continue to pursue the repayment of these management fees from the Producer.

5. SECURITY AGREEMENT

- 5.1. The Producer acknowledges that pursuant to the APP, the Producer is required to provide and to maintain as first charge security in favour of the Administrator, at minimum, the following security for all Advance Indebtedness:
- (a) For Agricultural Product(s) in Post-Production, the Agricultural Product(s) in Production for which the Advance is issued, and any similar Agricultural Product(s) produced in subsequent Production Periods; and
 - (b) For Agricultural Product in Production and Livestock:
 - (i) The Agricultural Product(s) in Production or Livestock for which the Advance is issued and all similar Agricultural Product(s) in Production and Livestock for all subsequent Production Periods; and
 - (ii) One or a combination of the following for at least the amount of the Advance:
 - (A) an assignment of any amount that may be received from Production Insurance;
 - (B) an assignment of any amount that may be received from a BRM Program Coverage for the current year (with the exception of AgriStability);
 - (C) an assignment of any amount that may be received from a BRM Program Coverage with AgriStability, for the current year and all future years
 - (D) **an acceptable Letter of Guarantee from the Producer's financial institution guaranteeing the Advance.**
- 5.2. As general and continuing security for the payment of the Advance Indebtedness and the payment and performance of all other debts, liabilities and obligations of the Producer to the Administrator under this Agreement, both present and future, absolute and contingent, direct and indirect, matured or not, and whether the Producer be bound alone, or jointly or severally with others (the "Secured Indebtedness"), the Producer hereby assigns and grants a mortgage, pledge, charge and security Interest to and in favour of the Administrator in the following:
- (a) The Producer's present and after-acquired Eligible Agricultural Product(s), including the Eligible Agricultural Product(s) described in any Advance Worksheet for that Agricultural Product, and all similar Agricultural Product(s) in any future APP Program Production Period (collectively, the "Secured Agricultural Products"); and
 - (b) All proceeds, including all accounts from or relating to the Secured Agricultural Products, or from any sale, use, transfer, or other disposition of the Secured Agricultural Products.
- 5.3. To further secure the Advance, the Producer hereby irrevocably assigns:
- (a) any Production Insurance;
 - (b) BRM coverage for the current year (with the exception of AgriStability);
 - (c) BRM coverage with AgriStability for the current year and all future years; and
 - (d) any proceeds with respect to subclauses (a) to (c);
with respect to Secured Agricultural Product(s), and any insurance or other payments arising from the loss or damage to the Secured Agricultural Product(s), and all proceeds and support payments with respect to the Secured Agricultural Product(s).
- 5.4. Where an Advance was made on Livestock, and the Producer obtained and assigned to the Administrator LPI coverage over the Livestock, the Producer agrees:
- (a) to provide continuous LPI coverage of at least two (2) times the value of the Advance; and
 - (b) to notify the Administrator at least ten (10) calendar days prior to the expiration of the LPI contract used to secure the Advance.
- If the Producer does not renew their LPI contract, of at least two (2) times the value of the Advance, the Producer must repay their Advance in full, repay the value of the Advance in excess of the LPI security value, or provide to the Administrator an alternative Eligible form of security within sixty (60) calendar days of the expiration date of the LPI contract used to secure the Advance. If the Producer fails to do so, the Administrator may declare the Producer in Default.
- 5.5. For a Continuous Flow Operation with respect to Livestock, the level of inventory on which the Advance was calculated must be the minimum inventory maintained throughout the Advance Cycle.
- 5.6. The Producer covenants and agrees that the security granted by the Producer pursuant to this Agreement is a first charge against the Collateral which ranks in priority to the interest of all other creditors of the Producer, and that the Producer has obtained, and has provided to the Administrator priority agreements, postponements and waivers signed by all entities who have or may be entitled to claim an interest in the Collateral which ranks in priority to the security Interest of the Administrator.
- 5.7. The Producer covenants and agrees to keep the Collateral granted by the Producer under this Agreement clear of all taxes, mortgages, charges, claims, liens (including Animal Keeper's Liens), encumbrances and security interests which rank in priority to the security interest of the Administrator.

5.8. The Producer agrees and acknowledges that the Administrator may register financing statement(s) with respect to the security interests granted herein with respect to the Collateral at such provincial personal property security registries as the Administrators see fit. The Producer hereby waives all rights to receive from the Administrator a copy of any financing statement or confirmation statement issued at any time respecting the Administrator's security interest in the Collateral.

5.9. The Producer shall notify the Administrator immediately of any material loss, destruction, or damage to the Collateral.

5.10. The Producer shall make, execute, and deliver to the Administrator any and all further documents and agreements as the Administrator may reasonably request to give effect to the security granted to the Administrator herein.

6. DEFAULT

6.1. Event of Default: The Producer shall be in Default under this Agreement if any one of the following events occur:

- (a) The Producer has breached any of their obligations under the Agreement, or has otherwise failed to meet any of their obligations under the Agreement, within twenty one (21) days after the day on which the Administrator mails or delivers a notice to the Producer declaring that the Producer has had, in the Administrator's opinion, an adequate opportunity to meet the obligations or satisfy the obligations and requesting the Producer to do so; or
- (b) Whether or not notice is provided, if:
 - (i) the Producer has not met all of the Producer's obligations under this Agreement by the Final Date for Payment for which an Advance was made,
 - (ii) the Producer has not met all of the Producer's obligations under this Agreement by the day on which:
 - (A) the Producer has filed a notice of intention to make a proposal or made a proposal under the *Bankruptcy and Insolvency Act* (Canada);
 - (B) the Producer files an assignment under the *Bankruptcy and Insolvency Act* (Canada) or a bankruptcy order is made under this Act against the Producer;
 - (C) the Producer seeks protection under the *Companies' Creditors Arrangement Act* (Canada);
 - (D) the Producer makes an application under s.5 of the *Farm Debt Mediation Act* (Canada);
 - (E) a receivership order is made with respect to the Producer or the Producer's property or
 - (F) the Producer seeks protection under any other insolvency or bankruptcy related statute;
 - (iii) provides false or misleading information to the Administrator for the purpose of obtaining an Advance or evading a compliance with an undertaking to repay an Advance;
 - (iv) the Producer breaches an obligation under the Agreement which, in the Administrator's opinion, cannot be remedied if a notice to remedy the breach is provided to the Producer; and
 - (v) if the Producer is, in the Administrator's opinion, at fault in causing or contributing to a decrease in the value of the security taken by the Administrator under this Agreement to the extent that the value of the security is less than the outstanding amount of the Advance Indebtedness.

6.2. Remedies on Default: Upon a Default:

- (a) The Advance Indebtedness shall become immediate due and payable, and the Producer shall pay the full amount of the Advance Indebtedness without further notice to the Administrator including the Administrator's Costs; and
- (b) The Administrator shall be entitled to immediately enforce its security Interest and the Administrator shall be entitled to the following remedies in addition to any other remedies available under the *Personal Property Security Act* (Alberta), the *Personal Property Security Act* (Saskatchewan), at law, equity, or any other statute or under any other agreement between the Producer and the Administrator, all of which remedies shall be independent and cumulative:
 - (i) Entry into the lands or premises where the Collateral may be located;
 - (ii) Seizure and possession of the Collateral by any method permitted by law;
 - (iii) Sale of the Collateral;
 - (iv) The collection and realization of any proceeds, including Production Insurance proceeds and BRM Coverage proceeds;
 - (v) The appointment by instrument in writing or by proceedings in any Court of competent jurisdiction, of a receiver or a receiver and manager of either the Producer, or all or any part of the Collateral, or both. Insofar as responsibility for the acts of such receiver or receiver and manager so appointed are concerned, the receiver or receiver and manager shall be deemed to be the agent of the Producer, and not the

- (c) all payments under the assigned Production Insurance, BRM Coverage, or both shall be paid to the Administrator and the Administrator shall have the right to use the amounts payable to the Producer under the assigned Production Insurance, BRM Coverage, or both to pay the Advance Indebtedness.

- 6.3. **Subrogation:** In the event the Producer is in Default, and the Minister makes payment of the Advance Indebtedness in accordance with APP, the Minister shall be subrogated to all of the rights of the Administrator against the Producer, and against any other persons who have guaranteed the Producer's obligations to the Administrator provided that the Producer shall remain liable to the Administrator for any portion of the Advance Indebtedness which is not paid by the Minister.
- 6.4. **Reservation of Administrator's Rights:** In the event of a subrogation, the Producer shall remain liable to the Administrator for all unpaid amounts including, without limitation, Fees, Interest and Costs. In the event the Minister has recovered the outstanding Advances and Interest from the Producer in full or in part, through settlement, if other amounts, including Fees or Costs, are still owing to the Administrator, the Administrator shall be entitled to recover the same from the Producer.
- 6.5. **Interest Rate After Subrogation:** In the event the Producer is in Default, the Minister makes payment under the guarantee granted pursuant to APP and the Minister is subrogated to the rights of the Administrator, the prime rate payable by the Producer shall be changed from the prime rate of the Toronto Dominion Bank to the average aggregated prime rate as published in the Daily Digest on the website of the Bank of Canada.

7. REPRESENTATIONS AND WARRANTIES

- 7.1. The Producer represents and warrants to the Administrator as follows:

- (a) He/she is applying as an individual for an Advance payment pursuant to the APP;
- (b) He/she is the age of majority in the province where the farming operation is located;
- (c) He/she is a Canadian Citizen or Permanent Resident, as such terms are defined in Section 2 of the *Immigration and Refugee Protection Act*;
- (d) Neither the Producer nor any Related Producers have any outstanding Eligible Advances from previous Production Periods for any Agricultural Products, that have not been identified in this application, and neither the Producer nor any Related Producers are in Default under any Repayment Agreement pursuant to the Act, APCA, PGAPA, SCAP, ESCAP, or the AMPA;
- (e) The Producer is not ineligible under an Advance Guarantee Agreement made pursuant to AMPA, the SCAP or the ESCAP;
- (f) The Producer has not filed a notice of intention to make a proposal or made a proposal under the *Bankruptcy and Insolvency Act*, is not subject to a receiving order, and is not bankrupt or seeking protection under any other insolvency or bankruptcy related statute such as the *Companies' Creditors Arrangement Act* or the *Farm Debt Mediation Act*;
- (g) All previous advances outstanding from the Administrator, or other administrator for this or any other Program Year, including default on these advances where applicable, are disclosed in the Application.
- (h) He/she is not related, as described in the definition of "Related Person" to any other producer participating in the APP other than those listed in the Application.
- (i) He/she have provided to the Administrator the necessary information and/or documentation to rebut the presumption of relatedness or to attribute the amounts advanced to Related Producers in accordance with Subsections 9(2) and 20(2) of the Act.
- (j) The Producer, in respect of the Collateral granted as security to the Administrator under this Agreement, is:
 - (i) the owner of the said Collateral and no other person holds an Interest, legal or equitable, in such Collateral, and will maintain the said Collateral free and clear of all liens, charges, encumbrances and security Interests which stand in priority to the security Interest of the Administrator;
 - (ii) has a good right and lawful authority to grant, convey, assign, transfer, hypothecate, mortgage, pledge and charge its assets as provided in the Agreement any security provided in connection therewith;
 - (iii) responsible for marketing Eligible Agricultural Product(s); and
 - (iv) producing or has produced Eligible Agricultural Product(s);If the Advance being sought is on a Storable Agricultural Product(s) in Post-production or Livestock, the Producer has sufficient Agricultural Product(s) in storage to justify the amount advanced as outlined in the Application and any applicable Worksheets;
- (k) the Eligible Agricultural Product listed or pledged as security in this Agreement is/are of marketable quality and shall be stored or maintained, as such, until disposed of in accordance with the terms of this Agreement;
- (l) any failure, spoilage, shrinkage, or the bankruptcy of a buyer does not relieve the Producer from the obligation to repay the Advance(s);
- (m) the Producer has disclosed in the Application all secured creditors that have a security interest in the Agricultural Product(s) with respect to which this Application is made;
- (n) the Producer has provided duly completed Priority Agreement(s) required for every secured creditor that holds a lien, security interest, or encumbrances in the Collateral;

- (o) the Producer has made an application for Production Insurance, is participating in an eligible BRM Program, and has submitted a duly completed BRM Assignment Agreement as required for the specific class(es) of Agriculture Product(s);
- (p) the Producer will notify the Administrator immediately of any changes to the coverage provided by the Eligible BRM Program(s) used to secure the Advance(s);
- (q) no other person has an assignment on the proceeds of the Eligible BRM Program(s) used to secure this Advance, as applicable.
- (r) the Producer holds multi-peril insurance his/her farming operation which includes coverage for all Livestock, Storable Agricultural Product(s) or both, are stored in commercial storage facilities, that the Producer has confirmed that these storage facilities have such multi-peril insurance.
- (s) the Producer acknowledges that, in the event of default, he/she may be denied access to other federal agricultural support programming or, alternatively the Minister reserves the right to off-set from such support a sum equal to the outstanding amount and related interest charges and recovery costs;
- (t) 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 Agreement.
- (u) if the Producer is a current or former public office holder, public servant or Member of the House of Commons, the Producer is not prohibited to derive benefits from the APP under any applicable federal conflict of interest or ethical principles, and the Producer is in compliance with applicable federal conflict of interest or ethical principles, rules and obligations;
- (v) the Producer is not required by the *Income Tax Act* (Canada) to report income from other farming operations or other corporations carrying on a farm business, other than the one(s) named in the Application, in the event that the Producer is required to report such income, the Producer has provided to the Administrator a complete and accurate list of all other farming operations and corporations carrying on farm operations in which the Producer has an Interest;
- (w) the Producer has not filed a notice of intention to make a proposal or made a proposal under the Bankruptcy and Insolvency Act, is not subject to a receiving order under that Act, and is not bankrupt or seeking protection under any other insolvency or bankruptcy related statute such as the Companies' Creditors Arrangement Act or the Farm Debt Mediation Act;
- (x) the Producer has made all appropriate income tax filings when due and has paid all income taxes due thereunder.
- (y) there are no outstanding judgments or awards against the Producer;
- (z) the contents of all documents furnished to the Administrator by or on behalf of the Producer to induce the Administrator to advance the monies hereunder are true and correct and accurately set out all the facts contained therein;
- (aa) if applicable, the Producer has full power, authority and capacity to execute and deliver this Agreement and the security contemplated therein and to carry out the transactions contemplated herein and therein, all of which have been duly and validly authorized by all necessary corporate proceedings and that the documents hereinbefore referred to have been duly executed and delivered by the Producer and are in full force and effect and constitute legal, valid and binding obligations of the Producer; and
- (bb) if applicable, the Producer is and shall be during the time that any Advance remains outstanding, a body corporate duly incorporated, properly organized, validly existing in good standing and qualified to do business under the laws of the jurisdictions within which it is carrying on business.

7.2. If the Producer knowingly misrepresents information or fails to provide information that may be deemed important for the verification of the advance Application, repayment of the Advance, or payment of program Interest, Costs, or Fees, all benefits under the AAFC programs may be forfeited and the Producer may be subject to an APP ineligibility period of five (5) years or such other period agreed to by the Administrator, exclusion from other Agricultural and Agri-Food Canada programs, and prosecution.

8. PRIVACY

8.1. **Obtaining the Producer's Personal Information:** The Producer hereby authorizes and consents to each of the Administrator and AAFC (and each of their respective agents, representatives, and employees) obtaining and using personal, credit, business and financial information, including, without limiting the generality of the foregoing, information relating to credit history, bureaus and reports, financial information, and supply/inventory levels from or through various agencies, banks, credit unions, trust companies, financial institutions, creditors, guarantors, lenders, grain elevators, producer organizations, suppliers of the Producer, government ministries, departments and agencies (federal, provincial or territorial) and such other entities as the Administrator or AAFC may deem necessary (collectively, "Providers") for the purposes of (i) assessing the eligibility and entitlements of the Producer under the APP; (ii) monitoring the continuing eligibility for Advances under the APP (including, without limitation, the verification of inventory levels, sales information, and buyers of Eligible Products); (iii) verifying and determining the status of Advances; (iv) facilitating any assignment or realizing upon any security provided by the Producer or any Guarantors in respect of the Agreement; (v) verifying, determining, and assessing the indebtedness and creditworthiness of Producers and/or Guarantors, (vi) obtaining and or registering security over the property of the Producer or Guarantors, (vii) administering any priority agreements or other security contemplated within the Agreement, (viii) facilitating and ensuring the repayment of all Advances under the Act; (ix) statistical and evaluation purposes; and (x) as otherwise required for the proper administration of the APP and the carrying out of the Administrator's obligations under the Act (collectively, the "Purpose"). The Producer authorizes the Administrator and AAFC (and each of their respective agents, representatives, and employees) to contact any Providers for such Purpose. Without limiting the generality of the foregoing, the Producer agrees that a credit check and an inspection of the Agricultural Products may be performed by the Administrator (respective any of its agents, representatives, and employees) at any time while an Application

is pending or during the period in which any Advance is outstanding.

- 8.2. Disclosing the Producer's Personal Information to Providers: The Producer consents to the collection, use and disclosure of personal, financial, business and commercial information about Producer(s) and Guarantor(s) for the Purpose by the Administrator to any such Providers, and by such Provider to the Administrator. The Producer acknowledges that a copy of this Agreement may be provided to such Providers as the Producer's authority to make any such disclosures of information contemplated herein.
- 8.3. Retention of Producer's Personal Information: The Producer acknowledges and agrees that the Administrator and AAFC will retain information provided by the Procedure in connection with any Application or Advance for at least six years after the date of full repayment of said Advance by the Producer; provided that in the event of a default by the Producer, such information will be retained for a minimum of ten years from the day on which the payment is made by AAFC under the Act and the rights of the Administrator are subrogated to AAFC. Such information will be retained by AAFC for a period of at least six years after repayment of the Advance, the last financial transaction, or the last action taken to recover the Advance, whichever occurs last.
- 8.4. Producer's Right to Request Access to Information: The information on this form is collected under the authority of the Act. Any personal information provided by AAFC will be used to administer the APP in accordance with the Privacy Act. The information may also be used for statistical or evaluation purposes. Individuals have the right to request access and correction to their personal information. Should you have any questions concerning your Privacy, please contact: Agriculture and Agri-Food Canada's Access to Information and Privacy Director, Floor 10, 1341 Baseline Road, Tower 7, Ottawa ON K1A 0C5 or by email at AAFC.Privacy-vieprivee.AAC@AGR.GC.CA and reference AAFC's personal information bank Agricultural Marketing Programs Act: Advance Payments Program, PPU 140.
- 8.5. Release of Information to Governments and Lenders: The Producer authorizes the Administrator and AAFC to convey the information contained in, or provided in connection with, this Application and Agreement, as well as associated documentation, both personal and otherwise, to the Government of Canada and Provincial Governments and their respective agencies and the Toronto Dominion Bank for the purposes of verifying APP entitlements, administering the APP, and any assignment or realization of security.
- 8.6. Release of Information to BRM Program Agencies: The Producer authorizes the Administrator and AAFC and organizations administering any Eligible BRM Programs to convey the information contained in, or provided in connection with, this Application and 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 and administering the APP.
- 8.7. Consent to Contact Agents and Employees: The Producer consents to the right of the Administrator and AAFC, and each of their respective agents and employees, to contact the Producer, or in the case of a producer who is a Corporation, Partnership, Cooperative, or Joint Venture, its employees, agents, shareholder, or members (as applicable) for purposes of evaluating and administering the Act.
- 8.8. Consent to Contact Other Creditors: That in order to determine the Producer's financial situation, the Producer authorizes the Administrator, its agents, or its Credit Bureau, to disclose and obtain from the Producer's suppliers or from other financial institutions and from references the Producer has provided in this Agreement. The Producer authorizes the information provided in this Agreement may be given to the Producer's suppliers or financial institutions to whom it does business with. If the Producer has given the Administrator the Producer's personal information, the Administrator may treat it as information to be used as an aid to identify the Producer with the credit bureau and other parties. The Producer agrees to the collection and release of information by the Administrator at their discretion and waive our rights under *The Personal Information Protection and Electronic Documents Act* (Canada).
- 8.9. Authorization to Collect and Disclose Information: AFSC, SCIC, Global Ag Risk Solutions, LPI, and AAFC may disclose my information, including personal information within the meaning of The Freedom of Information and Protection of Privacy Act, to the Administrator and AAFC for the purpose of the APP. The information collected may include, but is not limited to, crop insurance information, AgriStability information, and income and expenses related to my business or farming operation.
 - (a) AFSC, SCIC, Global Ag Risk Solutions, LPI, and AAFC may collect my information, including personal information within the meaning of The Freedom of Information and Protection of Privacy Act, from the Administrator and AAFC for the purpose of the APP
 - (b) AAFC and the Administrator may use this information to verify and assess the Application and Repayment Agreement, as well as to administer, audit, analyze, and evaluate the APP.
 - (c) The Producer acknowledges that AFSC, SCIC, Global Ag Risk Solutions, LPI, and AAFC may also collect and disclose corporate information for these purposes.

9. GENERAL PROVISIONS

- 9.1. Substantiating Information: The Producer covenants and agrees to provide the Administrator with any information, including a completed Statement of Inventory, requested by the Administrator to substantiate the statements made within this Application to further satisfy eligibility requirements. Failure to provide such documentation as requested by the Administrator may result in a rejection of the Application or in being declared in default of the Advance that has been issued.
- 9.2. Limitations of Actions: Pursuant to Section 23(4) of the Act, the Producer agrees that if the Producer resides in a province in which provincial legislation allows for an extension of a limitation period, to extend the limitation period for a period of six (6) years from the day on which the Minister is subrogated to the rights of the Producer pursuant to this Agreement for the purpose of initiating actions or proceedings to recover any monies owing to the Government of Canada.
- 9.3. APP Ineligibility Following Default: The Producer acknowledges and agrees that in the event the Producer defaults under this Agreement, the Producer shall not be eligible to apply for or to receive future Advances from the Administrator for the following ineligibility periods:

- (a) No ineligibility period where the Advance in Default is repaid within six (6) months from the date of Default;
 - (b) An ineligibility period of one (1) year from the date of full repayment where the defaulted Advance is repaid beyond six (6) months of being declared in default
 - (c) An ineligibility period of two (2) years from the date of full payment where the Producer has defaulted twice within a period of three (3) years;
 - (d) An ineligibility period of three (3) years from the date of full payment by the Producer to the Minister, where the amount in Default has been paid by the Minister to the Administrator, or where the Minister has waived a portion of a Producer's obligation to pay the Advance indebtedness pursuant to APP;
 - (e) An ineligibility period of six (6) years from the date of full payment if this ineligibility period is agreed to pursuant to the terms of a compromise settlement agreement;
 - (f) An ineligibility period of seven (7) years from the date the Producer has been discharged from bankruptcy if the Producer has declared bankruptcy under the *Bankruptcy & Insolvency Act* or following the completion of any compromise or settlement of the Producer's indebtedness pursuant to a proposal under this Act or the *Companies' Creditors Arrangement Act*.
- 9.4. **Attribution:** The Producer acknowledges and agrees that the Producer's eligibility to an Advance under the APP may be reduced if the Producer is a Related Producer to another producer and that the amount of the reduction shall be the amount determined under the APP.
- 9.5. **Effective Date:** This Agreement shall not take effect until it has been signed by the Producer and the Administrator.
- 9.6. **Right to Inspect:** The Producer acknowledges and agrees that an authorized representative of the Administrator shall have the right to enter the property where the Eligible Agricultural Product is being produced, maintained, or stored to inspect the Eligible Agricultural Product, where the Administrator believes that there may be a need to verify Eligible Agricultural Product inventories or values.
- 9.7. **Notice of Loss, Destruction or Damage:** The Producer shall immediately provide the Administrator with written notice of any material loss, destruction or damage to the Agricultural Product, or if any portion of the Agricultural Product ceases to be in marketable condition, whether or not this has occurred through the fault of the Producer.
- 9.8. **Insurance:** The Producer shall have and maintain multi-peril insurance coverage on their farming operation which includes the entire Eligible Agricultural Product for which all Advances were made. This coverage must be sufficient to cover the full extent of the Advances until the Producer's liability is repaid. If the Eligible Agricultural Product is stored off-farm at a commercial facility, the Producer must ensure that the commercial facility has such insurance.
- 9.9. **Appeal Process:** The Administrator has established an appeal process for cases in which an Application is rejected on the basis of eligibility. The appeal will involve the review of the Application by employees of the Administrator who have a good knowledge of APP, and who did not participate in the initial decision to reject the Producer's Application. The decision of the Administrator's employees who review the Application will be binding and will not be subject to a further review or appeal. The appeal will only involve issues concerning eligibility. Decisions with respect to the amount of the Advance a Producer is entitled to are not subject to appeal or review.
- 9.10. **AgriStability, Product Insurance Payments, and Insurance Payments Received by Producer:** In the event the Producer receives any AgriStability payments, Product Insurance Payments which have been provided as security for an Advance in relation to an Agricultural Product, the Producer shall immediately remit these payments to the Administrator, to the extent required by the Administrator to pay the advance Indebtedness. In the event the Producer receives other insurance proceeds, these proceeds shall also be remitted to the Administrator to the extent required by the Administrator to pay the outstanding Advance Indebtedness.
- 9.11. **Amendments:** The following provisions apply to all corrections, changes and amendments proposed or made after this Agreement is signed by the Producer:
- (a) The Repayment Agreement shall be amended if, and only if, the amendments are agreed to in writing by the Administrator;
 - (b) This Agreement shall be automatically amended to include any additional Advances made by the Producer by submitting additional Advance Worksheets, and related postponements, assumptions, consents, and authorizations, if the request is approved by the Administrator; and
 - (c) Corrections, changes, and amendments may be made to the Application and any Advance Worksheets after they have been signed by the Producer and before or after this Agreement is signed by the Administrator if they have been requested and agreed to by both the Administrator and the Producer. The Producer's request and agreement shall be conclusively established by a text, email, facsimile or other written or oral verification acceptable to the Administrator, without the correction, change or amendment being signed or initialed by the Producer. The Administrator if authorized to insert the corrections, changes and amendments thereby requested and agreed to by the Producer in the Application and the Advance Worksheets, and the Administrator's agreement is conclusively established by the initials thereto by an authorized representative of the Administrator.
- 9.12. **Amendments Resulting in Reductions in Security:** No Amendment to this Agreement which may result in the reduction of the value of the security granted to the Administrator, other than an amendment to correct a clerical or mathematical error, shall be made without written permission of the Minister, except where:
- (a) the value of the Stored Agriculture Product(s) has decreased through no fault of the Producer to the extent that it has made it more beneficial to feed the Agricultural Product(s) of the Producer's animals than to sell it; or
 - (b) the cost of feed has increased to the point where it is more beneficial to feed the Agriculture Product(s) to the Producer's animals than to purchase feed.

- 9.13. **Time:** Time is of the essence of this Agreement.
- 9.14. **Entire Agreement:** This Agreement, the Application, and the Schedules referred to herein constitute the entire agreement between the Producer and the Administrator relating to the subject matter of this Agreement and supersede all prior or contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, provided that the APP may be referred to, to interpret this Agreement, and both the Administrator and the Producer shall be bound by their obligations under the Act.
- 9.15. **Paramountcy:** All parties herein agree that should there be any discrepancies between this Agreement and the Act and its Regulations, the Act and its regulations will supersede this Agreement. In the event of any inconsistency between this Agreement, the Preamble and any Advance Worksheets, this Agreement shall apply.
- 9.16. **Plural and Gender/Joint and Several Liability:** Where the singular or masculine is used in this Agreement, the same shall be construed as including the plural or feminine or a body corporate, as the context may require, and whether this Agreement is signed by two Producers, or by a partnership or joint venture, the obligations of each Producer, partner and joint venturer shall be joint and several.
- 9.17. **No Assignment/No Set-Off by Producer:** The Producer may not assign this Agreement or the Producer's rights hereunder. The Producer will not have or claim any right of set-off or any counterclaim with respect to any Advance indebtedness payable by the Producer under this Agreement.
- 9.18. **Severability:** If any provision of this Agreement is determined by a Court of competent jurisdiction to be invalid or void, the remaining provisions shall remain in full force and effect.
- 9.19. **Waiver of Receipt of Copies/PPSA Legislation:** The Producer hereby expressly waives the right to receive a copy of any financing statements, and statements confirming the registration of financing statements, that may be registered under the PPSA in connection with any security Interest created under this Agreement. All words and phrases which are defined in the PPSA and not otherwise defined in this Agreement shall have the meaning set forth in the PPSA unless the context requires otherwise.
- 9.20. **Captions:** The captions in this Agreement have been inserted for reference and as a matter of convenience only, and in no way define, limit or enlarge the scope of meaning of this Agreement.
- 9.21. **Enurement:** This Agreement shall enure to the benefit of and be binding upon the personal representatives, executors, administrators and successors of the Producer and the successors and assigns of the Administrator.
- 9.22. **Receipt of Copy of this Agreement:** The Producer acknowledges receipt of a copy of this Agreement.
- 9.23. **Applicable Law:** This Agreement shall be governed in accordance with the law of the Province in which the Producer resides. Residence shall be conclusively established by the Producer's address set out in this Application. The Producer agrees that any suit or proceeding with respect to any matters arising out of or in connection with this Agreement may be brought in courts of the Province of Alberta and the Producer does hereby attorn to the same.
- 9.24. **Counterpart:** This Agreement may be executed in several counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute the one and same instrument and notwithstanding their date of execution shall be deemed to bear date as of the date of this Agreement. The parties hereto agree that this Agreement may be executed by facsimile, electronic signature, electronic submission, electronic uploading or any other electronic transmission, and any complete agreement or counterpart so delivered is deemed to have been duly and validly delivered and be valid and effective for all purposes with the same legally binding effect as a manually signed, sealed and delivered paper copy of this document.
- 9.25. **Other Consequences of Default:** The Producer acknowledges that in the event of a Default, the Producer may be denied access to other federal agricultural support programs and that the Government of Canada has the right to set-off from any other federal agricultural support programs any outstanding Advance indebtedness payable by the Producer, if the Producer is in Default under this Agreement.

C. Producer's Declaration and Signature for Application and Repayment Agreement

I/we the undersigned Producer(s) hereby certify and declare to the Administrator as follows:

1. This declaration is delivered pursuant to the above Applicant and the above repayment agreement. The terms used in this declaration have the meanings given to them in the Repayment Agreement.
2. I/we am applying to the Administrator for an Advance pursuant to the APP as an individual Producer or Producers or a sole proprietor.
3. I/we understand that I/we am/are solely responsible for ensuring compliance with all deadlines set out in the Repayment Agreement and under the APP, and to ensure that all documents, information, and funds required to be submitted in connection with the Application and the Repayment Agreement are completed and delivered to the Administrator within such deadlines, failing which I acknowledge that I may lose my eligibility to apply under APP, or that I/we will be in Default under the Repayment Agreement.
4. All of the information provided in the above Application, the attachments hereto, or otherwise provided to the Administrator are complete, accurate, true and correct in every respect, and I/we acknowledge and understand that providing false or misleading information may result in my Default under the Repayment Agreement, and the loss of all benefits related to the APP.
5. I/we further declare that I/we have multi-peril insurance coverage on my/our farming operation which includes the entire Eligible Agricultural Product for which all Advances are made and that if this Agricultural Product is stored off-farm at a commercial facility, that the commercial facility also has this insurance.
6. I/we understand that the failure to provide all information required for the Application may delay the processing of the Application or may render me/us ineligible to receive Advances under the APP for the denial of an Advance under the APP.
7. I/we have the authority to execute this Repayment Agreement including the Worksheets, Priority Agreement(s), and all scheduled documents attached hereto by way of electronic signature, and where signed by electronic signature shall abide by all policies of the Administrator with respect to electronic signatures and execution.

Please check if consent is provided:

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I/we consent to the Administrator redistributing the Advance among the Producer and Related Producers in order to maximize the interest-free benefits. I/we understand that in consenting, this redistribution may result in a reduction of the interest-free portion of the Advance, meaning that a portion may become interest-bearing and the Producer will therefore be responsible for paying the interest on it. I understand that the Administrator will notify me of any redistribution affecting the Advance.

By signing below, I/we confirm that I/we have made the above Application under the APP including the Worksheets attached hereto, and that I/we have provided all assignments, consents, authorizations, waivers, and priority agreements required by the Administrator in connection with APP. By signing below, I also agree to the terms and conditions of the above Repayment Agreement.

Insert trade name if any

Signature of Producer

Printed Name

Title

Signature of Co-Applicant Producer (if any)

Printed Name

Title

The above Application is hereby accepted by the Administrator, Western Cash Advance Program Inc. on _____, 20_____.

Western Cash Advance Program Inc.

Signature of authorized representative

Printed name

Title: