



Advance Payments Program (APP)
Application and Repayment Agreement for 2020
Corporation/Partnership/Cooperative - Livestock

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1.1 BASIC INFORMATION

Select Business Structure: [] Corporation [] Partnership [] Cooperative

APP ID

Legal Name of Business

CRA Business Number (if applicable)

Legal Address of Business

Mailing Address (if different)

Business Phone: Business Fax:

Email Address:

Authorized Person(s) to Release Info to: (other than shareholders)

SHAREHOLDER / PARTNER INFORMATION

If ownership structure has changed from the previous application please attach the new agreement that reflects the correct ownership structure.

Table with 4 columns: Name of Shareholder/Partner, Full Mailing Address, Phone Number, % Interest in Operation, Date of Birth (YYYY-MM-DD), APP ID

Table with 4 columns: Name of Shareholder/Partner, Full Mailing Address, Phone Number, % Interest in Operation, Date of Birth (YYYY-MM-DD), APP ID

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Table with 4 columns: Name of Shareholder/Partner, Full Mailing Address, Phone Number, % Interest in Operation, Date of Birth (YYYY-MM-DD), APP ID

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Agriculture and
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**Advance Payments
Program**

Agriculture et
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**Programme de
paiements anticipés**



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1.2 DECLARATION OF BANKRUPTCY

Circle Your Answer

Have you or any of the shareholders in the Corporation/Cooperative/Partnership declared bankruptcy within the past 7 years? **YES NO**

Are you or any of the shareholders in the Corporation/Cooperative/Partnership seeking financial protection from creditors? **YES NO**

IF YOU ANSWERED "YES" TO EITHER QUESTION – List the name of Shareholder/Member/Partner who declared bankruptcy

1.3 DECLARATION OF APP ADVANCES(S) RECEIVED FROM OTHER PRODUCER ORGANIZATIONS

Circle Your Answer

Do any shareholders in the Corporation/Cooperative/Partnership have an outstanding advance with another APP administrator? **YES NO**

Have any of the shareholders in the Corporation/Cooperative/Partnership been in default with an APP Administrator? **YES NO**

IF YOU ANSWERED "YES" TO EITHER QUESTION - Complete the information below

Name of Shareholder/Member/Partner	Name of APP Administrator	Commodity Type	Program Year	Advance Amount

1.4 DECLARATION OF RELATED MARKETING TRADE NAMES

Other than the Legal Business Name on this application, list any marketing or trade names used to sell your commodity in the last five years. This includes any other business names selling the same commodity that any shareholder(s) has an ownership interest in, any business name changes or any business sales/acquisitions for which the same commodity was, or is, produced.

If none, indicate N/A

TRADE NAME	RELATIONSHIP

1.5 PRIMARY FINANCIAL INSTITUTION

Attach a copy of a VOID cheque for Direct Deposit of any approved advance amount.
If a VOID cheque is already on file only attach a new one if your banking information has changed.

Name of Primary Financial Institution		Contact Name	
Street Address		City/Town	Province
Phone Number (Ext)	Business Fax	Email Address	

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1.6 RELATED PRODUCER DELCARATION

- 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;
One of the producers is entitled to 25% or more of the profits or revenues of the other producer.
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 partnership with that other producer; or
Any other circumstances set out in the Agricultural Marketing Programs 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.

Answer the following questions:

- 1. According to the above definition 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) has participated in APP during a previous program year(s)? Yes No
3. Are any related producers currently in default under APP, SCAP or ESCAP? Yes No

Table with 4 columns: Name of Related Producer, APP ID, Name of Related Producer, APP ID. Includes instructions to list all related producers and attach a separate sheet if required.

1.7 TRADE REFERENCES

Please provide the contact information for three current trade references.

Table with 3 columns: Name, Location, Phone Number for trade references.



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1.8 DECLARATION OF SECURED CREDITORS

- ✓ List all secured creditors who have a security interest that includes the Agricultural Product(s) and/or BRM program payments whether such security was given under the authority of the *Bank Act* or under the authority of a person 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)

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2.0 ADVANCE REQUEST CALCULATION

Security

- ✓ The Producers must **always** provide AgriStability/ASRA documentation to prove program participation.
- ✓ The Advance is not limited by the security; however, Producers must **always** maintain the security coverage until the APP Advance has been repaid in full.

General

- ✓ Advances should only be issued on Livestock that the Producer expects to be marketed by the end of the Production Period.
- ✓ Use the Administrator's Advance Rate(s) for the calculation of this worksheet.
- ✓ The Producer must not have more than \$1 million outstanding in Advances, including as a result of the overlap between Program Years.
- ✓ The interest-free Advances are limited to the first \$100,000 issued per Program Year.
- ✓ Advance amounts issued above the first \$100,000 issued in a Program Year shall be interest-bearing.

For CONTINUOUS FLOW OPERATIONS

- ✓ Only one twelve (12) month Continuous Flow Operation Advance Cycle is allowed per Program Year.

Use the 2020 APP Rate Sheet from our website to fill in your products and their current advance rate.

<http://agricommodity.ca/app/>

Standard Operation

Continuous Flow

2.0.1 AGRICULTURAL PRODUCT INFORMATION		2.0.2 ELIGIBLE ADVANCE BASED ON ANTICIPATED PRODUCTION		
Agricultural Product	Advance Rate per Unit (a)	Unit of Measure	Quantity (b)	Maximum Eligible Advance based on Anticipated Product per Product (a x b)
Calf – Feeder (400-700 lbs)	\$100.00	CWT		\$
Cattle – Feeder (700-900lbs)	\$ 80.00	CWT		\$
Cattle – Finished (Less than 1250 lbs)	\$ 60.00	CWT		\$
Cattle – Finished (More than 1250 lbs)	\$ 60.00	CWT		\$
Hog – Market	\$ 87.00	Head		\$
Hog – Weanlings	\$ 24.25	Head		\$
Lambs (45-60 lbs)	\$ 55.00	Head		\$
Lambs (61-79 lbs)	\$ 68.50	Head		\$
Lambs (80-109 lbs)	\$ 89.25	Head		\$
Lambs (More than 110 lbs)	\$110.00	Head		\$
Total Maximum Eligible Advance based on Anticipated Production (A)				\$

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2.0.3 BUSINESS RISK MANAGEMENT (BRM) PROGRAM INFORMATION

BRM PROGRAM NAME: AgriStability

AgriStability PIN:

2.0.5 MAXIMUM ELIGIBLE ADVANCE

2.0.5.1 Advance Requested by Producer	2.0.5.2 Advance Issued by Administrator
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\$	\$
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Where and how do you market your agricultural product/inventory?
(I.E. direct market, auction house, feed lot, local market – list buyer names where known and applicable.)

Approximately when do you anticipate marketing your inventory?
(Indicate date range sales typically happen for your product.)

2.1 APPLICATION & REPAYMENT AGREEMENT – LIABILITY AGREEMENT

- ✓ Complete on of the three following subsections
 - Part A – If you are the Sole Shareholder of a corporate farming business.
 - Part B – For Members, Partners or Shareholders of a Cooperative, Partnership or Corporation, as the case may be.
 - Part C – If a Letter of Guarantee will be obtained in lieu of signing to be personally or jointly & severally, or solitarily, liable.

A. INDIVIDUAL LIABILITY (for Corporation with Sole Shareholder)

I, being the sole shareholder of the Corporation names in section 1.1 of this Application and Repayment Agreement for an Advance in consideration of an advance being made to it by the Administrator, for the amount of \$ _____ as stated in Section 2.0.5 of this Application and Repayment Agreement for the **2020** APP program year do hereby agree to be solely and personally liable to the Administrator or the Minister of Agriculture and Agri-Food for any amount owing by the Corporation, including all interest and penalties thereon, pursuant to the APP.

By signing this document, I understand and agree that action may be taken against me personally in accordance with section 7.5 of the Terms and Conditions of the Repayment Agreement until full repayment of the total amounts owing.

I hereunto set my hand and seal

Dated on: _____
Date (YYYY-MM-DD)

at _____
Location

Name of Sole Proprietor Clearly

Signature of Sole Proprietor

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

We, being Shareholders, Members or Partners, as the case may be, of the Corporation, Cooperative, or Partnership named in section 1.1 of this Application and Repayment Agreement, in consideration of an advance being made to the Corporation, Cooperative or Partnership, as the case may be, by the Administrator for the amount of \$_____ as stated in Section 2.0.5 of this Application and Repayment Agreement for the 2020 APP program year do hereby agree to be jointly and severally, or solitarily, liable to the Administrator, or the Minister of Agriculture and Agri-Food, for any amount owing by the Corporation, Cooperative or Partnership, as the case may be, including all interest and penalties thereon, pursuant to the APP.

By signing this document, we understand and agree that action may be taken against each of us individually in accordance with section 7.5 of the Terms and Conditions of the Repayment Agreement until full repayment of the total amount owing.

I hereunto set my hand and seal

Dated on: _____ at _____
Date (YYYY-MM-DD) Location

Name of Shareholder, Member or Partner Clearly
Signature of Shareholder, Member or Partner
Name of Shareholder, Member or Partner Clearly
Signature of Shareholder, Member or Partner
Name of Shareholder, Member or Partner Clearly
Signature of Shareholder, Member or Partner
Name of Shareholder, Member or Partner Clearly
Signature of Shareholder, Member or Partner

C. ALTERNATE GUARANTOR(S) - Letter of Guarantee

I, being the sole shareholder or authorized officer of the Corporation/Cooperative/Partnership, as applicable and named in section 1.1 of the Application and Repayment Agreement, in consideration of an Advance being made to it by the Administrator, for the amount of \$_____ as stated in Section 2.0.5 of this Application and Repayment Agreement for the 2020 APP program year, do hereby confirm that I have obtained and provided to the Administrator a letter of guarantee to the Administrator from one of the following two sources (please select an option below):

- An individual or group of individuals that has sufficient financial collateral, as defined below, to guarantee the Advance amount stated in Section 2.0.5 of this Application and Repayment Agreement, including all interest and penalties thereon, until it is fully reimbursed; or
A financial institution that will guarantee the Advance amount stated in Section 2.0.5 of this Application and Repayment Agreement, including all interest and penalties thereon, until it is fully reimbursed.

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

The letter of guarantee must be in accordance with any applicable provincial laws in the province of operation of the Corporation, Cooperative or Partnership named in section 1.1 of this Application and Repayment Agreement. The letter of guarantee must be dated, signed by the alternate guarantor(s), and provided to the Administrator prior to the issuance of the Advance to which it pertains.

Date: (YYYY-MM-DD) _____

Print Name of Shareholder Signature of Shareholder



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3.0 BUSINESS RISK MANAGEMENT PROGRAM PROCEEDS - ASSIGNMENT AGREEMENT

3.0.1 Producer Information (Herein referred to as the 'Assignor')

APP ID _____ BRM Contract Number _____

Name _____

Address _____

Phone _____ Fax _____

Email _____

3.0.2 Administrator Information (Herein referred to as the 'Administrator')

Name Agri-Commodity Management Association (ACMA) Phone 902-895-0581

Address 7 Atlantic Central Dr., East Mountain, NS B6L 2Z2 Email ksaville@agricommodity.ca

3.0.3 BRM Program Information (Hereinafter referred to as the 'BRM Program')

Program Name _____

Address _____

Phone _____ Email _____

3.0.4 Definitions

- "AAFC" means Agriculture and Agri-Food Canada
"Advance" means the money borrowed by the Assignor through the APP under the above-mentioned Repayment Agreement
"BRM" means the Business Risk Management program(s) listed in the Agricultural Marketing Programs Act (AMPA) that can be used to secure an advance under the APP.
"Default" means, when used in relation to a Producer, that a Producer is considered in default under a Repayment Agreement according to Section 21 of the AMPA
"Repayment Agreement" means the agreement signed by the Assignor and the Administrator outlining the terms and conditions of the Assignor's Advance under the APP.

3.0.5 Assignment Agreement

Agreement Date: _____

Between the Assignor, the Administrator and the BRM Program

This Assignment Agreement is for all proceeds, up to the amount set in Part 3.0.6 below, payable to the Assignor under the BRM Program with respect to the BRM Contract Number listed in 3.0.1 above which is being used to secure Advances issued under the APP Repayment Agreement between the Assignor and the Administrator dated _____ (YYYY-MM-DD) and pursuant to the Advance Payments Program and the Agricultural Marketing Program Act (AMPA).

Advances under the above-mentioned APP Repayment Agreement have been issued to the Assignor on the following Agricultural Product(s):

Table with 6 columns: Product 1, Product 2, Product 3, Product 4, Product 5, Product 6

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3.0.6 The Parties Hereto Agree That:

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

For the purposes of giving effect to any of the Assignor's undertakings under this Agreement, the Assignor shall make, execute and deliver to the BRM Program and/or the Administrator, any documents or agreements as the BRM Program and/or Administrator may reasonably request.

The Assignor hereby authorizes:

- a) The BRM Program to disclose his/her/their information, including personal information within the meaning of Personal Information Protection and Electronic Documents Act (PIPEDA) or legislation applicable within their jurisdiction, to the Administrator, other APP Administrators, and AAFC for the purpose of administering the APP.
b) The Administrator to disclose his/her/their information, including personal information within the meaning of Personal Information Protection and Electronic Documents Act (PIPEDA) or legislation applicable within their jurisdiction, to the BRM Program administrator and AAFC for the purpose of administering the APP;
c) AAFC to disclose his/her/their information, including personal information within the meaning of Privacy Act and Access to Information Act to the Administrator, other APP Administrators, and BRM Program administrator for the purpose of administering the APP;
d) That the Assignor's information be used and protected in compliance with the Privacy Act and Access to Information Act or the legislation mentioned above, as applicable. It may be used to administer the APP and the BRM Program, as well as for:
i. assessment, auditing, statistical and other types of analysis and evaluation of the Program;
ii. evaluating the scope, direction and effectiveness of the Program and other federal agricultural programming in Canada; and
iii. contact the Assignor so as to conduct surveys relating to the delivery of this Program and other federal agricultural programming in Canada.
e) That his/her/their corporate information may be disclosed among the parties for these purposes.

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

3.0.7 Signatures

Sealed, delivered and attested to by:

(Must be signed by all shareholders/partners/cooperative members, make additional copies of this page if necessary.)

Name of Producer

Signature

Name of Producer

Signature

Name of Producer

Signature

Name of Administrator

Signature

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5.0 DECLARATION OF PRODUCER & ATTESTATION

5.0.1 Signature of Application and Repayment Agreement for a Partnership

We, being all the Partners listed in Section 1.1 of this application, are authorized to sign this Application and Repayment Agreement on behalf of the Partnership:

- hereby agree that the information provided in this Application and Repayment Agreement is true and accurate based on our knowledge at the time of the application;
hereby agree that we have completed and signed an Advance Payments Program Application and Repayment Agreement;
hereby agree to comply with all the terms and conditions included in this Advance Payments Program Application and Repayment Agreement (conditions listed in section 8 below).

(Must be signed by all partners, make additional copies of this page if necessary.)

Print name of partner clearly
Print name of partner clearly
Print name of partner clearly
Print name of partner clearly

Signature of partner
Signature of partner
Signature of partner
Signature of partner

5.0.2 Signatures of Application and Repayment Agreement for Corporation or Cooperative

I, being authorized to sign this Application and Repayment Agreement on behalf of the Corporation, as listed in Section 1.1 of this Application.

- hereby agree that the information provided herein is true and accurate based on my knowledge at the time of the application;
hereby agree that I have completed and signed an Advance Payments Program Application and Repayment Agreement;
hereby agree that the Corporation/Cooperative will comply with all of the terms and conditions included in this Advance Payments Program Application and Repayment Agreement (conditions listed in section 8 below).

Print name of Authorized Signing Officer clearly

Signature of Authorized Signing Officer

5.0.3 Administrator Attestation

I declare having taken all necessary steps, in accordance with the AMPA, its Regulations, the Advance Guarantee Agreement and the APP Administrator Guidelines, to ensure, to the best of my abilities, that the current Application and Repayment Agreement by the Producer is accurate and complete before granting the abovementioned advance.

Signature of Administrator

Date (YYYY-MM-DD)



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Agriculture et Agroalimentaire Canada

Advance Payments Program

Programme de paiements anticipés



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6.0 CONSENT OF ADMINISTRATOR REQUIREMENTS

Corporations/Cooperatives/Partnerships, please include the following documents with your application

- Required Every Year:
- Your most recently completed financial statements (Partnerships can submit "Statement A" from all partners' tax returns if full financial statements aren't available.)
- Your 2020 AgriStability Enrollment Notice (front and back)
Required only if we don't have the most current copy on file from a previous year's application
- Incorporation Certificate
- Shareholder Agreement, Shareholder Ledger or Partnership Agreement
- A VOID cheque for direct deposit
- Proof of Canadian Residency for all Shareholders/Partners/Members (Passport, Birth Certificate or Permanent Resident Card)

We, the undersigned applicant(s), hereby declare that all information provided herein is to the best of our knowledge true, complete and accurate. We understand that the provided information will be used by ACMA in determining credit worthiness and consent to ACMA making any inquiries they deem necessary to reach a decision on this application. We consent to the disclosure of credit information about us from any credit reporting agency or anyone with whom we have financial dealings.

We further understand that there may be an inspection to validate the production inventories indicated on this application as part of the Advance Payments Program (APP) requirements. We hereby confirm that our agricultural product inventories are of marketable quality and are being maintained adequately in order to remain of that same quality. We declare that we are the sole shareholders/partners/members, as the case may be, of this company and the owner(s) of the inventory being marketed and assigned to this APP loan.

We further agree to all terms and conditions included in this application and any additional counterparts required to approve an advance. We agree to inform the administrator if an agreement is entered into after this application has been submitted which may affect ACMA maintaining first priority on the agricultural product indicated on this application.

Print name of shareholder, member or partner clearly

Signature of shareholder, member or partner

Print name of shareholder, member or partner clearly

Signature of shareholder, member or partner

Print name of shareholder, member or partner clearly

Signature of shareholder, member or partner

Print name of shareholder, member or partner clearly

Signature of shareholder, member or partner

Print name of shareholder, member or partner clearly

Signature of shareholder, member or partner

Print name of shareholder, member or partner clearly

Signature of shareholder, member or partner

Print name of shareholder, member or partner clearly

Signature of shareholder, member or partner

Name of Administrator

Signature of Administrator

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7.0 TERMS AND CONDITIONS OF THE REPAYMENT AGREEMENT

7.1 Important Terms

- 7.1.1. "AAFC" means Agriculture and Agri-Food Canada.
- 7.1.2. "Administrator" means **Agri-Commodity Management Association (ACMA)**.
- 7.1.3. "Advance" means, for the purpose of this Application and Repayment Agreement, an Eligible Advance based on inventory of an eligible Livestock.
- 7.1.4. "Advance Cycle" means a period of up to twelve (12) months that starts when the producer is issued an Advance and ends no later than the end of the Production Period.
- 7.1.5. "Advance Rate" means, for the purpose of this Repayment Agreement, the rate of issuance applicable to Advances issued prior to March 31, **2022**.
- 7.1.6. "AMPA" means *Agricultural Marketing Programs Act*.
- 7.1.7. "APP" means the Advance Payments Program.
- 7.1.8. "Application" means sections 1 through 8 of this Application and Repayment Agreement where applicable.
- 7.1.9. "BRM Program Coverage Report" means a report from the Agency responsible for the administration of the Eligible BRM Program used as security in case of default, attesting to the amount of Security available under the Eligible BRM Program and wherein the Producer demonstrates their participation in the Eligible BRM program.
- 7.1.10. "Continuous Flow Operation" means a farming operation where Livestock that are sold are constantly replaced by new ones so that the number of head of Livestock in inventory remains constant and sufficient to support the outstanding Advance.
- 7.1.11. "Eligible Advance" means the advance amount the Producer is entitled to as stated in Section 2.0.5.2 of the Application.
- 7.1.12. "Eligible BRM Program" means an eligible Business Risk Management program, as listed in the AMPA schedule or otherwise made eligible by regulation for which the Producer declares being a participant and that is used by the Producer as security on an Advance on an Agricultural Product.
- 7.1.13. "ESCAP" means the Enhanced Spring Credit Advance Program.
- 7.1.14. "Her Majesty" means Her Majesty the Queen in Right of Canada.
- 7.1.15. "Livestock" means cattle, hogs, goats, sheep, bison and any other animal designated by regulation, and as listed in Section 2.0.1 of the Application.
- 7.1.16. "Minister" means the Minister of Agriculture and Agri-Food Canada or any person authorized to act on his or her behalf.
- 7.1.17. "Producer" means the individual or Corporation/Cooperative/Partnership identified in Section 1.1 of this Repayment Agreement.
- 7.1.18. "Production Period" means the period used for the purpose of the issuing and repayment of Advances for an Agricultural Product under this Repayment Agreement, which commences on **2020-04-01** (YYYY-MM-DD) and terminates on **2021-09-30** (YYYY-MM-DD) for all livestock except Cow/Calf to Finish operations. The production period for Cow/Calf to Finish operations commences on **2020-04-01** (YYYY-MM-DD) and terminates on **2022-03-31** (YYYY-MM-DD). (Note: Non-Cow/Calf to Finish operations may choose to keep their cattle past the **2021-09-30** payment deadline to allow for better sales ONLY if ACMA is notified and verification is completed to the satisfaction of ACMA PRIOR to **2021-09-30**).
- 7.1.19. "Program Year" means the period used to manage program limits as per Subsections 9(1) and 20(1) of the AMPA and, for the purpose of this Repayment Agreement, this period commences on **2019-11-01** (YYYY-MM-DD) and terminates on **2022-03-31** (YYYY-MM-DD).
- 7.1.20. "Repayment Agreement" means the completed Application and these Terms and Conditions signed by the Producer and an authorized representative of the Administrator.
- 7.1.21. "SCAP" means the Spring Credit Advance Program.
- 7.1.22. "Terms and Conditions" means the content of Section 7.0 of this Application and Repayment Agreement.

7.2 Issuance of the Advance

- 7.2.1. The Administrator shall issue an Advance based on the inventory(ies) of eligible Livestock and corresponding Advance Rate(s) listed in Section 2 of the Application and which is in accordance with Section 2.0.5.2 of the Application upon the execution of this Repayment Agreement by the Administrator. The Producer must provide a BRM Program Coverage Report demonstrating participation in the Eligible BRM Program(s) listed in Section 2.0.3 of the Application.
- 7.2.2. Any Advance on eligible Livestock, whether for a standard or Continuous Flow Operation, or any instalment on such an Advance, shall be issued prior to the date specified in Subsections 7.1.5 of these Terms and Conditions, as applicable.
- 7.2.3. In applying for an Advance, the Administrator will charge the Producer an **application fee** of:
(HST will be added to listed amounts):
 - 7.2.3.a For advances up to \$10,000 – a fee of \$350
 - 7.2.3.b For advances from \$10,001 to \$25,000 – a fee of \$700
 - 7.2.3.c For advances from \$25,001 to \$50,000 – a fee of \$1,050
 - 7.2.3.d For advances from \$50,001 to \$75,000 – a fee of 1,400
 - 7.2.3.e For advances from \$75,000 to \$100,000 – a fee of \$1,500
 - 7.2.3.f For advances from \$100,001 to \$200,000 – a fee of \$1,600
 - 7.2.3.g For advances from \$200,001 to 300,000 – a fee of \$1,700

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- 7.2.3.h For advances from \$300,001 to \$400,000 – a fee of \$1,800
- 7.2.3.i For advances from \$400,001 to \$500,000 – a fee of \$2,900
- 7.2.3.j For advances from \$500,001 to \$600,000 – a fee of \$3,000
- 7.2.3.k For advances from \$600,001 to \$700,000 – a fee of \$3,100
- 7.2.3.l For advances from \$700,001 to \$800,000 – a fee of \$3,200
- 7.2.3.m For advances from \$800,001 to \$900,000 – a fee of \$3,300
- 7.2.3.n For advances from \$900,001 to \$1,000,000 – a fee of \$3,400

7.3 Repayment of the Advance

- 7.3.1. The Producer shall fully repay the amount of the Advance as specified in Section 2 of the Application, including accumulated interest and any fees or costs charged to the Producer, to the Administrator by the end of the Production Period in accordance with the following:
 - 7.3.1.a where an Agricultural Product(s), in respect of which the Advance is made, is **sold to a buyer** named by the Administrator, by authorizing each buyer to withhold from such proceeds an amount in respect of each sold unit of Agricultural Product(s) and at the Advance Rate(s) in effect at the time the Advance was issued (per Section 2.0.5 of the Application), and to remit to the Administrator such amounts withheld until all the Advances made to the Producer and the interest payable by the Producer on those Advances are repaid; or
 - 7.3.1.b **for a Standard Advance**, where the Producer otherwise sells or disposes of that portion of Agricultural Product(s) in respect of which the Advance is made, by paying directly to the Administrator for each unit of Agricultural Product(s) within **thirty (30) calendar days** of receipt of payment or within **sixty (60) calendar days** of delivery to the buyer, whichever is earlier, an amount at the Advance Rate(s) in effect at the time the Advance was issued (per Section 2.0.5 of the Application) until all the Advances made to the Producer and the interest payable by the Producer on those Advances are repaid. Each repayment should be supported by proof of sale;
 - 7.3.1.c **for a Continuous Flow Advance**, where the Producer otherwise sells or disposes of that portion of Agricultural Product(s) in respect of which the Advance is made, by paying directly to the Administrator for each unit of Agricultural Product(s) within **twelve (12) months** from the date the Advance was made but **no later than the end of the Production Period**, an amount at no less than the Advance Rate(s) in effect at the time the Advance was issued (per Section 2 of the Application) until all the Advances made to the Producer and interest payable by the Producer on those Advances are repaid.
- 7.3.2. Where Agricultural Product(s) in respect of which an Advance was made is sold or disposed of, the Producer shall provide proof of sale or disposal documentation to the Administrator no later than the **end of the applicable Production Period**.
- 7.3.3. In addition to the mandatory payments under Paragraphs 7.3.1.a, or 7.3.1.b, above, the Producer may choose to reimburse the Advance:
 - 7.3.3.a by making a repayment(s) without proof of sale prior to or on the last day of the Production Period of up to the greater of \$10,000 or ten percent (10%) of the total amount of the Advance issued. If the Producer chooses to repay an amount in excess of such amounts without providing proof of sale for the Agricultural Product(s), the Producer will be charged an interest penalty at the rate outlined in Subsection 7.6.3 of these Terms and Conditions, on the excess amount from the day the Advance was issued to the day the repayment was made. The Producer shall have **thirty (30) calendar days** to pay the interest penalty or be declared in default; or
 - 7.3.3.b by assigning or paying directly to the Administrator any amount payable to or received by the Producer under an Eligible BRM Program listed in Section 2.2 of the Application within **five (5) calendar days** of receipt of such amounts until all the Advances made to the Producer and the interest payable by the Producer on those Advances are repaid. The Administrator will reimburse any amount received from the Eligible BRM Program in excess of the outstanding Advance to the Producer within **seven (7) calendar days** of receipt; or
 - 7.3.3.c by paying directly to the Administrator any amount received by the Producer, not exceeding the proceeds evidenced by proof of sale; or by paying directly to the Administrator any amount received by the Producer, not exceeding the proceeds evidenced by proof of sale;
 - 7.3.3.d** notwithstanding Paragraph 7.3.3.a of these Terms and Conditions, by making a repayment without providing proof of sale if the Administrator is satisfied that the Agricultural Product(s), in respect of which the Advance was made, has not been disposed of by the Producer at the time of repayment. As such, third-party verification will need to be provided or an inspection conducted, and may be at the expense of the Producer, including the Administrator's **inspection fee of NA**; or
- 7.3.4. In the event that the Producer repays the amount of the Advance to the Administrator by selling the Agricultural Product(s), or part of the Agricultural Product(s) to a buyer(s) in the manner described in Paragraph 7.3.1.a of these Terms and Conditions, the Producer shall:
 - 7.3.4.a indicate in writing to the Administrator to which buyer(s), named by the Administrator, the Agricultural Product(s) will be sold, prior to selling the said product(s) to such buyer(s);



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- 7.3.4.b notify the Administrator immediately upon receiving any information to the effect that said buyer(s) is not promptly remitting to the Administrator the amount so withheld; and
- 7.3.4.c remain liable to the Administrator for repayment of any part of the Advance where said buyer(s) has failed to remit to the Administrator that part of the Advance withheld by it pursuant to its Agreement with the Administrator.
- 7.3.5. The Producer agrees that the full amount of repayments received by the Administrator will be applied first to the portion of the Advance on which the Minister pays the interest (interest-free) until it is repaid, before being applied to any other amount owing under this Repayment Agreement.
- 7.3.6. If a Producer that is an individual (sole proprietor) dies or is declared legally incapable of making decisions, no interest penalty will be applied for failing to provide proof of sale or documentation of disposal.

7.4. Security Interests

- 7.4.1. The Producer hereby grants a continuing security interest in the Agricultural Product(s) used to obtain the Advance, and in any Agricultural Product(s) produced in a subsequent Production Period by the Producer and all proceeds of such, to the Administrator to secure repayment of the debt owing to the Administrator arising from this Repayment Agreement. The Producer declares that the Administrator's security interest in the Agricultural Product(s) shall rank prior to the interest of any other secured creditor. The Producer confirms that signed priority agreements have been obtained from all secured creditors who have or may be entitled to a security interest in the Agricultural Product ranking ahead of the Administrator, including those listed in Section 1.9 of the Application or otherwise identified through lien search. The Producer agrees that upon default, the Administrator has the right to seize the Producer's Agricultural Product(s), and any Agricultural Product(s) produced in a subsequent Production Period, wherever situated, sell the Agricultural Product(s) as it sees fit, and apply the sales proceeds to reduce the Producer's debt owing to the Administrator arising from this Repayment Agreement, including interest and any legal default management costs, until fully repaid.
- 7.4.2. To further secure the Advance, the Producer hereby irrevocably assigns their current year, and any future year, payments under the Eligible BRM Program(s) listed in Section 2.0.3 of the Application to the Administrator to secure repayment of the debt owing under this Application and Repayment Agreement until it is fully repaid. The Producer agrees that once in default these BRM Program payments will be paid automatically to the Administrator to offset the debt owing under this Repayment Agreement is repaid in full. The Producer declares that the assignment of these BRM Program payments to the Administrator takes priority over any other security interest. The Producer confirms that all necessary signed priority agreements with any secured creditor have been obtained such that the Administrator's security interest in these BRM Program payments ranks in priority to any other interests. The Producer agrees and understands that the Administrator may register financing statement(s) on these BRM Program payments at such provincial Property Security registries as the Administrator determines advisable. The Producer hereby waives all rights to receive from the Administrator a copy of any financing statement or confirmation statement issued at any time respecting the Administrator's security interest in these BRM Program payments.
- 7.4.3. **For a Continuous Flow Operation**, the level of inventory on which the Advance was calculated must be the minimum inventory maintained throughout the Advance Cycle.
- 7.4.4. Through no fault of the Producer, should the quantity of the Agricultural Product(s) used to secure the Advance not be sufficient to justify the outstanding Advance, the Administrator shall notify the Producer that they have **thirty (30) calendar days** to either repay the part of the outstanding Advance that exceeds the reduced coverage or make application for an advance on another Agricultural Product(s) and have the proceeds of the advance amount applied to the deficit. Failing this, the Producer will be declared in default. Upon reimbursement of the part of the outstanding Advance that exceeded the reduced coverage, if the Advance was under the terms and conditions for a Continuous Flow Operation, the Producer remains eligible for said terms and conditions on the outstanding balance of the Advance
- 7.4.5. Should the quantity of the Agricultural Product used to secure the Advance be reduced, through an act of the Producer, and not be sufficient to cover the outstanding Advance, the Producer will be immediately declared in default. If the outstanding Advance was under the terms and conditions for a Continuous Flow Operation, the Administrator must also notify the Producer of the loss of benefits under the terms and conditions for Continuous Flow Operations and that a repayment will have to be made with every subsequent sale.
- 7.4.6. For the purposes of giving effect to any of the Producer's undertakings under the Repayment Agreement, notably concerning the priority agreement, the security and assignment of rights, the Producer shall make, execute and deliver to the Administrator any documents or agreements as the Administrator may reasonably request, including security agreements, assignments and financing statements.

7.5. Default

- 7.5.1 The Administrator shall declare a Producer in default and immediately inform the Producer of the same, if the Producer:
 - 7.5.1.a provides false or misleading information to the Administrator for the purpose of obtaining a guaranteed Advance, or evading compliance with an undertaking to repay amounts owing;
 - 7.5.1.b is, in the Administrator's opinion, at fault for causing or contributing to a decrease in the value of the security taken by the

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Administrator on the Advance(s) taken under this Repayment Agreement, and, as a result, in the opinion of the Administrator, the value of the security is less than the amount outstanding on the Advance(s);

- 7.5.1.c has not met all of the obligations under the Repayment Agreement within **twenty one (21) calendar days** after the day on which the Administrator mails or delivers a notice to the Producer stating that the Producer has had, in the opinion of the Administrator, adequate opportunity to meet the obligation, and requesting that the Producer meet it;
 - 7.5.1.d has not met all their obligations under the Repayment Agreement at the end of the Production Period for which the Advance was made;
 - 7.5.1.e has recently filed a notice of intention to make a proposal or made a proposal under the *Bankruptcy and Insolvency Act*, is subject to a receiving order under that Act, or is bankrupt, or is seeking protection under any other insolvency or bankruptcy related statute and has not met their obligations under the Repayment Agreement; or
 - 7.5.1.f at any time, breaches irremediably any substantial obligation under the Repayment Agreement or under a Stay of Default.
- 7.5.2. Upon default, the Producer is liable to the Administrator for:
- 7.5.2.a the outstanding amount of the guaranteed Advance;
 - 7.5.2.b the interest specified and at the rates specified in Subsection 7.6.2 of these Terms and Conditions on the outstanding amount of the Advance, calculated from the date the Advance was issued until the Advance is repaid;
 - 7.5.2.c the costs incurred by the Administrator to recover the outstanding amount and interest, including legal costs approved by the Minister, which may be recovered from the Producer in the form of a **default management fee** of **NA**. Where applicable, the default management fee is due to the Administrator no later than **NA calendar days** following the date the Producer is notified of the fee.
- 7.5.3. The Producer agrees that upon default, based on the assignment set out in Section 2 of the Application and Subsection 7.4.2. of the Terms and Conditions, the Administrator has the right to use the amounts payable to the Producer under the Eligible BRM Program for the repayment of the amount of the Advance plus interest costs provided for in this Repayment Agreement. Such assignments will be registered only when the Producer becomes in default.
- 7.5.4. If the Producer is declared in default and the Minister makes payment under the guarantee, the Minister is subrogated to all rights of the Administrator against the defaulted Producer and against any other persons liable under this Repayment Agreement. The Producer is liable to the Minister for the amounts as set out in Subsection 7.5.2 of these Terms and Conditions, as well as the costs incurred by the Minister to recover these amounts, including legal costs.
- 7.5.5. For the purpose of this Repayment Agreement, the following ineligibility period requirements of will be applied by the Administrator:
- 7.5.5.a **No ineligibility period** where the defaulted Advance is repaid within six (6) months of being declared in default;
 - 7.5.5.b An ineligibility period of **one (1) year from the date of full repayment** where the defaulted Advance is repaid beyond six (6) months of being declared in default;
 - 7.5.5.c An ineligibility period of **two (2) years from the date of full repayment** where the Producer has defaulted twice within the last three (3) years that the Producer has participated in the program;
 - 7.5.5.d An ineligibility period of **three (3) years from the date of full repayment** to AAFC where the defaulted file has been paid under the guarantee by the Minister;
 - 7.5.5.e An ineligibility period of **six (6) years from the date of recovery** of the debt in accordance with the terms a compromise settlement;
 - 7.5.5.f An ineligibility period of **three (3) years from the date of full repayment** where the Minister has had to write off the Producer's debt under the program; or
 - 7.5.5.g An ineligibility period of **seven (7) years from the date of discharge** where the Producer has declared bankruptcy under the *Bankruptcy and Insolvency Act*, or under any other insolvency or bankruptcy related statute such as the *Companies' Creditors Arrangement Act*.
- 7.5.6. Pursuant to Section 23(4) of the AMPA, the Producer agrees that if they reside in a province where the legislation allows for the extension of the limitation period, to extend the limitation period of **six (6) years** from the day on which the Minister is subrogated as per section 5 of the Terms and Conditions of the Application and Repayment Agreement for the purpose of initiating actions or proceedings to recover any amounts owed to the Crown.

7.6. Interest Rate

- 7.6.1. The interest payable by the Producer during the Program Year while in compliance with the AMPA and this Repayment Agreement will be:
 - 7.6.1.a Zero percent (0%) on the amount designated as interest-free;
 - 7.6.1.b **Prime less one-quarter (¼) percent** on the amount designated as interest-bearing. If the interest rate negotiated with the **Royal Bank of Canada (RBC)** is different than what is charged to the Producer by the **Agri-Commodity Management Association (ACMA)**, the difference should be used to cover the costs of administering the APP; and

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- 7.6.1.c **Prime plus one (1)** percent in penalty interest in the event the Producer chooses to repay an amount in excess of the limit outlined in Paragraph 7.3.3.a. of these Terms and Conditions without providing proof of sale. The penalty interest will be applied to the amount in excess of the limit from the date the Advance was issued to the day the repayment was made and shall be paid by the Producer to the Administrator no later than **twenty-one (21) calendar days** of the end of the Production Period.
- 7.6.2. In the event that the Producer is declared in default, the interest payable by the Producer will be:
 - 7.6.2.a the **Royal Bank of Canada (RBC)** Prime Rate plus one percent (Prime +1%) on the amount of the outstanding balance from the date the Advance was issued to the date the Producer was declared in default; and
 - 7.6.2.b **Prime plus three (3)** percent on the amount of the outstanding Producer's liability from the date of default until the Advance, interest and all costs of collection are repaid in full.
- 7.6.3. In the event where the Producer is declared in default, the Minister makes payment under the guarantee and the Minister is subrogated the rights of the Administrator, the prime rate referenced in Paragraph 7.6.2.b will change from the prime rate of the Administrator's Lender to the average aggregated prime rate ("Prime business" rate) as published in the Daily Digest on the website of the Bank of Canada.

7.7. General Provisions

- 7.7.1 The Producer agrees to provide the Administrator with any information requested by the Administrator to substantiate the statements made within this Application to further satisfy eligibility requirements. Failure to provide such documentation as requested by the Administrator may result in a rejection of the application or in being declared in default if the Advance has been issued.
- 7.7.2. The Producer is aware that a recalculation of the Advance may occur based on changes to market prices and that it could result in an overpayment with either a repayment or application of a new advance against the overpayment amount being required within **thirty (30) calendar days**.
- 7.7.3. The Advance under this Repayment Agreement is deemed to have been granted on that portion of the Producer's Agricultural Product(s) first sold. The Producer shall not dispose of any other part of this Agricultural Product(s), in any manner, before disposing of that portion of the Agricultural Product(s) for which the Advance was received. This means that a repayment must be made by the Producer with the first sale of the Agricultural Product(s). Notwithstanding the above, in cases where the Producer provides to the Administrator proof of identification, supported by appropriate records, allowing for the identification of each unit of Livestock subject to the Advance, then the Advance under this Repayment Agreement is deemed to have been received on that portion of the Producer's Agricultural Product that has been identified.
- 7.7.4. This Repayment Agreement shall commence upon approval and execution of this Repayment Agreement by the Administrator, and shall terminate upon repayment of all amounts provided for in this Repayment Agreement.
- 7.7.5 The Administrator or its authorized agent has the right to perform credit checks on the Producer and inspect the Agricultural Product at any time while the Producer has advances outstanding under the program.
- 7.7.6. The Producer shall give immediate notice to the Administrator of any material loss, destruction or damage to the Agricultural Product(s). If the Agricultural Product(s) or a portion of the Agricultural Product(s) for which an Advance was made ceases to be in marketable condition, the Producer shall be subject to the actions set out in Sections 7.4.3. or 7.4.4. of the Terms and Conditions depending on if the loss, destruction or damage was the Producer's fault or not.
- 7.7.7. The Producer shall respect the terms of the Eligible BRM Program(s) used as security and shall ensure the assignment of any payments from the Eligible BRM Program(s) to the Administrator up to the extent of the outstanding Advance, interest and costs/fee. The Producer must notify the Administrator within **seven (7) calendar days** if further requests for an assignment of the Eligible BRM Program proceeds are made, granted or registered.
- 7.7.8. This Repayment Agreement shall be interpreted in accordance with the laws of the province of **Nova Scotia**, Canada.
- 7.7.9. The Producer shall have multi-peril insurance coverage on their farming operation, which includes the entire Agricultural Product(s) for which the Advance was made, where the Agricultural Product(s) is stored on the premises. This coverage must be sufficient to cover the full extent of the Advance until the Producer's liability is repaid. If the Agricultural Product(s) is stored off-farm at a commercial storage facility, the Producer must ensure that the commercial storage facility has such insurance.
- 7.7.10. Whenever the singular or masculine is used throughout this Repayment Agreement, it shall be construed as including the plural, feminine or neutral whenever the context and/or the parties hereto require.
- 7.7.11. In the event that any part of this Repayment Agreement is found to be invalid by a court of law, then the Producer agrees to be bound by the terms and provisions of the balance of this Repayment Agreement.
- 7.7.12. This Repayment Agreement shall not terminate by reason of death or disability of the Producer, but shall continue to be binding upon personal representatives to execute any instruments which may be necessary or proper to carry out the purpose and intent of this Repayment Agreement.
- 7.7.13. Where the Administrator determines that the Producer is insolvent, bankrupt, or has recently filed a notice of intention to make a proposal or has made a proposal under the *Bankruptcy and Insolvency Act* or is seeking protection under any other insolvency or bankruptcy related statute such as the *Companies' Creditors Arrangement Act* and the *Farm Debt Mediation Act*, the Producer's

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application must be rejected.

- 7.7.14. No amendment to this Repayment Agreement which may result in the reduction of the value of the security pursuant to Section 7.4.0 of these Terms and Conditions, other than an amendment to correct a clerical or mathematical error, shall be made without written permission of the Minister, except under the following circumstances:
 - 7.7.14.a the value of the Agricultural Product(s) produced has decreased through no fault of the Producer to the extent that it has made it more beneficial to feed the Agricultural Product(s) to the Producer's animals than to sell it; or
 - 7.7.14.b the cost of feed has increased to the point where it is more beneficial to feed the Agricultural Product(s) to the Producer's animals than to purchase feed.
- 7.7.15. Unless authorised by the Minister, any amendment to the Repayment Agreement as per Subsection 7.7.14 of these Terms and Conditions will not be retroactive and will come into force on the day that the amendment is signed. The Parties recognize that any interest benefit received as a result of Paragraph 7.6.1.a of these Terms and Conditions before the coming into force of the amendment does not need to be reimbursed.
- 7.7.16. All parties herein agree that should there be any discrepancies between this Repayment Agreement and the *AMPA* and its regulations, the *AMPA* and its regulations will supersede this Repayment Agreement.
- 7.7.17. The Producer agrees that AAFC on behalf of the Minister may contact them for the purpose of evaluating the program.
- 7.7.18. If the Producer misrepresents information and/or fails to provide information that may be deemed important for the verification of the advance Application, repayment of the advance, or payment of program penalties, all benefits under the APP may be forfeited, and the Producer may be subject an APP ineligibility period of **five (5) years**, exclusion from other Agriculture and Agri-Food Canada programs, and prosecution.
- 7.7.19. An appeal process is in place for cases where the Application is rejected. The appeal will be reviewed by knowledgeable program staff who did not participate in the initial decision to reject the Application. The appeal process concerns only program eligibility. Producers will not be able to appeal the advance amount(s) it is determined that they are eligible to receive under the program.
- 7.7.20. Where the Administrator has submitted the Producer's file to AAFC for payment by the Minister under the guarantee and where AAFC has recovered the outstanding debt from the Producer in full or in part through a compromise settlement, and where there are still Default Management Fees owing to the Administrator by the Producer, the Administrator reserves the right to continue to pursue the repayment of these Default Management Fees from the Producer.



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8.0 DECLARATION OF CORPORATIONS, COOPERATIVES OR PARTNERSHIPS – Declaration of the Applicant

Eligibility

- 8.1) As it applies:
 - 8.1.a. I am applying, on behalf of the Corporation/Cooperative which I represent, for an Advance pursuant to the APP; or
 - 8.1.b. We, being all the Partners of the Partnership stated in Section 1.1 of this Application (herein referred to as the "Partners"), are applying for an Advance pursuant to the APP.
- 8.2) I, one of the Partners/Shareholders/Members/Authorized Officer, am of the age of majority in the province where the farming operation is located and declare that the Corporation/Cooperative/Partnership is controlled by a Canadian Citizen(s) or a permanent resident(s).
- 8.3) Partners/Shareholders/Members who have an interest in the entity are listed in Section 1.1 of this Application and Repayment Agreement.
- 8.4) The Corporation/Cooperative/Partnership, or at least one of its Partners/Shareholders/Members, is the Producer of the Agricultural Product(s) for which this Application is made. It is/we are the owner of the Agricultural Product(s), are responsible for marketing it and it will be sold in its/our name.
- 8.5) Neither the Corporation/Cooperative/Partnership, any of the Partners/Shareholders/Members listed in Section 1.1 of this Application and Repayment Agreement, nor any of the Producers listed in Section 1.6 of this Application and Repayment Agreement, are in default under any Repayment Agreement pursuant to the *Advance Payments for Crops Act* (APCA), the *Prairie Grain Advance Payments Act* (PGAPA), the Spring Credit Advance Program (SCAP), the Enhanced Spring Credit Advance Program (ESCAP) or the *Agricultural Marketing Programs Act* (AMPA).
- 8.6) The Corporation/Cooperative/Partnership that I represent is not ineligible under a Repayment Agreement and/or Default Repayment Agreement made pursuant to the *Agricultural Marketing Programs Act* (AMPA), the Spring Credit Advance Program (SCAP) or the Enhanced Spring Credit Advance Program (ESCAP).
- 8.7) I declare that I, or the Partners/Shareholders/Members, or the Partnership/Corporation/Cooperative, as applicable, have not recently filed a notice of intention to make a proposal or made a proposal under the *Bankruptcy and Insolvency Act*; are not subject to a receiving order under that Act; are not bankrupt or seeking protection under any other insolvency or bankruptcy related statute such as the *Companies' Creditors Arrangement Act* and the *Farm Debt Mediation Act*.

Other Advances

- 8.8) I, or the Partners, as applicable, have disclosed on Section 1 of the Application all previous outstanding advances received by the Corporation/ Cooperative/Partnership, any of the Partners/Shareholders/Members, from this or other administrators for this or any other Program Year, including defaults on these advances where applicable.

Related Producers

- 8.9) The Corporation/Cooperative/Partnership is not related, as defined for the purposes of the program, to any other Producer participating in this program, with the exception of those listed in Section 1.1 of this Application and Repayment Agreement.
- 8.10) I, or the Partners, as applicable, have provided to **Agri-Commodity Management Association (ACMA)** the necessary information and/or documentation to rebut the presumption of relatedness or to attribute the amounts advanced to Related Producers in accordance with Subsection 9(2) and 20(2) of the Act.

Security – Agricultural Product(s)

- 8.11) The Corporation/Cooperative/Partnership that I/we represent, as the case may be, that is requesting an Advance on a Storable Agricultural Product(s) in Post-Production or Livestock, have sufficient Agricultural Product(s) in storage to justify the amount advanced as outlined in Section 2 of this Application and Repayment Agreement.
- 8.12) I declare that in the case of Agricultural Product(s) that is: Storable, Non-Storable, or Livestock, it is of marketable quality and will remain so until disposed of in accordance with the Repayment Agreement.
- 8.13) I, or the Partners, as applicable, understand that Agricultural Product failure, spoilage, shrinkage, or the bankruptcy of the buyer does not relieve the Corporation/ Cooperative/Partnership from the obligation to repay the advance(s).
- 8.14) I have listed on Section 1.9 of the Application all secured creditors that have or may have a security interest in the Agricultural Product(s) with respect to which this Application is made.
- 8.15) No other person than those listed in Section 1.9 of this Application and Repayment Agreement has a security interest in the Agricultural Product(s) with respect to which this Application is made.
- 8.16) I, or the Partners, as applicable, have submitted the duly completed Priority Agreement(s) required for every secured creditor that holds a lien or encumbrance on the Agricultural Product(s).
- 8.17) I declare that I, or the Partners/Shareholders/Members, or the Partnership/Corporation/Cooperative have multi-peril insurance on the Partnership/Corporation/Cooperative's farming operation which includes coverage for all Livestock and/or Storable Agricultural Product(s) that are kept/stored on this farming operation for the purposes of this Repayment Agreement, and/or that where Livestock and/or Storable Agricultural Product(s) are stored with commercial storage facilities, that I, or the Partners/Shareholders/Members, or the Partnership/Corporation/Cooperative have confirmed that the these storage facilities have such multi-peril insurance.

The personal and/or business information submitted on this form is collected under the authority of Section 10 of the *Agriculture Marketing Programs Act*. Any personal information collected by the Administrator will be used to administer the program in accordance with the *Personal Information Protection and Electronic Documents Act* (PIPEDA) or under legislation applicable within their jurisdiction. Any personal and/or business information may be disclosed to Agriculture and Agri-Food Canada (AAFC) and will be used to administer the program in accordance with the *Privacy Act* and *Access to Information Act*. The information may be used for the purposes consented to in the Declaration. Individuals have the right to request access to and correction of their personal information. Should you have any questions concerning your information and Privacy, please contact: Agriculture and Agri-Food Canada's Access to Information and Privacy Director, Floor 10, 1341 Baseline Road, Tower 7, Ottawa ON K1A 0C5 or by email at AAFC.Privacy-vieprivée.AAC@CANADA.CA and reference AAFC's personal information bank *Agricultural Marketing Programs Act: Advance Payments Program, PPU 140*. (2020).



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Security – BRM Program(s)

- 8.18) As indicated in section 1.1 of this Application:
8.18.a. The Corporation/Cooperative that I represent has made an application for Production Insurance and/or is participating in an Eligible Business Risk Management (BRM) Program...
8.18.b. We, the Partners, have made an application for Production Insurance and/or are participating in an Eligible BRM Program...
8.19) I or the Partners, as applicable, will notify the administrator immediately of any changes to the coverage provided by the Eligible BRM Program(s) used to secure the advance(s) under this Repayment Agreement.
8.20) I have listed on Section 1.9 of the Application all secured creditors that have an assignment on the proceeds of the Eligible BRM Program(s) used to secure this Advance, as applicable.
8.21) I or the Partners, as applicable, have submitted the duly completed Priority Agreement(s) required for every secured creditor that has an assignment on the proceeds of the Eligible BRM Program(s) used to secure this Advance, as applicable.
8.22) No other person has an assignment on the proceeds of the Eligible BRM Program(s) used to secure this Advance, as applicable.

Default

- 8.23) I or the Partners, as applicable, acknowledge that, in the event of a default, the Corporation/Cooperative/Partnership or its Shareholders/Members/Partners may be denied access to other federal agricultural support programming or, alternatively the Minister of Agriculture and Agri-Food reserves the right to off-set from such support a sum equal to the outstanding amount and related interest charges and recovery costs.
8.24) I or the Partners/Shareholders/Members, as applicable, acknowledge that, in cases where the applicant is declared in default and the Minister makes payment under the guarantee, the Minister is subrogated to the Administrator's rights against the applicant in default and against persons who may be personally liable under this Repayment Agreement.

Personal Information and Privacy

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

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

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

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

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

I authorize Agri-Commodity Management Association (ACMA) (Administrator) to:

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

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

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

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



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

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

and reference AAFC's Personal Information Bank: Agricultural Marketing Programs Act: Advance Payments Program, PPU 140 (2020).

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

General

- 8.26) I understand that the Advance Rate per unit used to calculate my Eligible Advance was obtained by subtracting the Administrator's Percentage of **7.86%** from 100%, and applying this factor to the maximum advance rate per production unit as determined by the Minister in accordance with 19 (2) of the AMPA.
- 8.27) I or the Partners, as applicable, acknowledge that when the Administrator receives a payment in accordance with the Terms and Conditions of this Repayment Agreement, the Administrator must first apply it to reduce the portion on which the Minister pays the interest.
- 8.28) I or the Partners, as applicable, agree that a credit check and an inspection of the Agricultural Product(s) may be performed prior to issuing an advance and at any time while the Corporation/Cooperative/Partnership has advances outstanding under the program.
- 8.29) If I am or any of the Partners/Shareholders/Members is, as applicable, a current or former public office holder, public servant or member of the House of Commons, I am or one of the Partners/Shareholders/Members is, as applicable, not prohibited to derive benefits from the APP under any applicable federal conflict of interest or ethical principles and I am in compliance with applicable federal conflict of interest or ethical principles, rules and obligations.
- 8.30) Pursuant to Section 23(4) of the AMPA, I or the Partners/Shareholders/Members agree that if I/we reside in a province where the legislation allows for the extension of the limitation period, to extend the limitation period of six (6) years from the day on which the Minister is subrogated as per Section 5 the Terms and Conditions of the Application and Repayment Agreement for the purpose of initiating actions or proceedings to recover any amounts owed to the Crown.
- 8.31) I or the Partners, as applicable, understand that an appeal process is in place for cases where the Application is rejected. It is understood that the appeal will be reviewed by knowledgeable program staff who did not participate in the initial decision to reject the Application and that the appeal process concerns only program eligibility. Producers will not be able to appeal the advance amount(s) it is determined they are eligible to receive under the program.

Application and Repayment Agreement

- 8.32) I or the Partners, as applicable, declare that this Application is consistent with the purpose of the APP.
- 8.33) I or the Partners, as applicable, certify that all of the information provided in this Application is true and correct in every respect.
- 8.34) I or the Partners, as applicable, understand that failing to comply with Application requirements may delay the processing of the Application or may render me or the Corporation/Cooperative/Partnership that I represent, ineligible for receiving an Advance under the Program.
- 8.35) I or the Partners, as applicable, understand that misrepresenting information and/or failing to disclose information that may be deemed important for the verification of the advance Application, repayment of the advance, or payment of program penalties, may result in all benefits under the APP being forfeit (default), and/or an APP ineligibility period of five (5) years, exclusion from other Agriculture and Agri-Food Canada programs, and/or prosecution.
- 8.36) I or the Partners, as applicable, have read all the Terms and Conditions of the Repayment Agreement which are attached to and form part of this Application and agree to comply with such Terms and Conditions.