CANADIAN CANOLA GROWERS ASSOCIATION (CCGA)

Advance Payments Program Application and Repayment Agreement for 2017/18

WESTERN CANADA - BC, AB, SK, MB

ELIGIBLE COMMODITIES:

Cash advances are available for 45 different commodities including cereals and coarse grains, oilseed crops, pulses, specialty crops, hay and grasses, honey, cattle, hogs, bison, sheep, lambs and goats. A complete list of eligible commodities can be found on page 30 or at www.ccga.ca.

This Cash Advance Program is made available to you through the Minister of Agriculture and Agri-Food Canada under the *Agricultural Marketing Programs Act (AMPA)*.

Failure to meet deadlines and all other terms and conditions contained in this agreement can result in an advance being placed into default. **The advance must be repaid as agricultural products are sold**. Important deadlines include:

- 1. July 31, 2017 Spring Report/Actual Seeded Report to CCGA
- 2. December 31, 2017 Fall Report/Post Harvest Report to CCGA
- 3. **September 30, 2018** final day to repay advances on field crops, honey, hogs, lambs, sheep and goats
- 4. March 31, 2019 final day to repay advances on cattle, bison and continuous flow cattle
- 5. Continuous flow hogs or cattle must be repaid the **earliest of 12 months after the date of issuance or the end of the production period.**

FOR MORE INFORMATION ABOUT CASH ADVANCE PROGRAMS OFFERED THROUGH THE CANADIAN CANOLA GROWERS ASSOCIATION, VISIT WWW.CCGA.CA OR CALL OUR TOLL-FREE LINE AT 1-866-745-2256.



Agriculture and Agri-Food Canada

Agriculture et Agroalimentaire Canada IMPORTANT INFORMATION FOR PRODUCERS

Eligibility	Any individual producer, who is a Canadian citizen or a permanent resident of Canada and who has reached the age of majority in the province of operation, can apply. Corporations, cooperatives and partnerships are also eligible. Producers applying with CCGA for the first time must include a copy of a birth certificate, passport or permanent resident card. To be eligible for a livestock advance, the stock must already be at foot. If you or any related producer has an outstanding default on a previous or current production period advance with any APP administrator, you will be ineligible for an advance under the <i>Agricultural Marketing Programs Act (AMPA)</i> .
Advance Limits	Producers can qualify for up to a maximum of \$400,000 with the first \$100,000 interest free. The interest free provision and maximum advance is cumulative over all Advance Payments Program Administrators. The maximum cumulative advance that can be issued to an applicant, including current outstanding advances (2016 and 2017) and eligible advances for 2017, can at no time exceed \$400,000.
Production Period	Advances for field crops, honey, hogs, goats, sheep and lambs are based on an 18-month program beginning April 1st of each year. Livestock advances for cattle and bison are based on a 24-month program beginning April 1st of each year. Winter cereal advances are based on a 24-month program beginning October 1st of each year.
Continuous Flow Operations	A Continuous Flow Operation is a farming operation where the producer maintains a constant minimum livestock inventory during the advance cycle through the continuous rotation of livestock (i.e. those sold are replaced by new ones within days). Only one 12-month Continuous Flow Operation cycle is allowed per year.
Security	A grain producer must have valid 2017 crop insurance coverage or be enrolled in 2017 AgriStability to be eligible for a pre-harvest advance. A pre-harvest winter cereal advance can only be secured by crop insurance coverage. Post-harvest advances are secured by the crop in storage. Honey and livestock producers must be enrolled in 2017 AgriStability to be eligible for an advance. The deadline to apply for AgriStability is April 30th of each year. AgriStability enrolment fees must be paid in full to be allowable as security for an advance. Recent changes to AMPA regulations have added flexibility for coverage that can secure an advance. Applicants wanting to use an alternate form of security should contact CCGA at 1-866-745-2256 to determine security eligibility.
Interest Charges	Interest bearing advances are subject to interest at the CIBC Prime Rate (calculated daily and compounded monthly), which is calculated and applied to accounts on at least a monthly basis.
0	Repayments without proof of sale, as described in 3.0 of the Terms & Conditions, may be subject to an interest penalty at the CIBC Prime Rate.
	CCGA will charge an administration fee for application processing. Fees are as follows:

An inspection will result in an immediate default. If a second inspection is required, a \$600.000Inspection, Verification & Right of RefusalEach year CCGA completes verification audits with a sample group of cash advance recipients. Many verification audit candidates are randomly selected. Additional criteria are also used in determining the inspection sample group, including: a) insufficient documentation of sale; b) advances repaid the last month before the program deadline; c) applicants who had one or more defaults during the past three APP Program Years; and d) advances that CCGA deems may carry a high risk. If upon inspection a producer is found to have an inventory shortage, the Producer will have g calendar days to repay the short amount or be declared in default. If your commodity is stored jointly with another producer, a clear breakdown by Producer should be provided at the time of inspection. As Administrator, CCGA reserves the right to refuse any applicant.RepaymentThe total of advance funds issued, plus the administration fee and applicable interest, constitute the amount required to be repaid to CCGA. On an individual advance basis, repayments are applied as follows: 1. Interest-free principal portion of advance (if applicable); 2. Interest charges applied (if applicable);3. Interest-bearing principal portion of advance (if applicable).		
Turnes issued to ProducersProducers applying for a pre-harvest winter cereal advance or an intended Seeding or intended Honey Advance are eligible to receive 60% of their requested advance upon approval of their application. The remaining 40% will be issued when CCGA receives the producer's Spring Report/ Actual Seeded Advance Report and for crops, a confirmed Seeded Acreage Report/Statement of Crop Insurance and Invoice. All recipients of a pre-harvest winter cereals advance or an Intended Seeding Advance must submit this report by July 31, 2017, otherwise the advance becomes due immediately.Producers applying for a Spring Advance, whether crops, honey or livestock, must submit a Post- Harvest/Fall Advance Report or have their account repaid in full by December 31, 2017.Inspection, Verification & Right of RefusalInspection, Verification & Right of RefusalInspection, Verification & Right of RefusalRepayment		
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Post- Harvest/Fall Advance Report or have their account repaid in full by December 31, 2017.Inspection, Verification & Right of RefusalInspection, Verification & Right of RefusalRepaymentRepaymentRepaymentRepaymentRepaymentNerest-bearing principal portion of advance (if applicable); 3. Interest-bearing principal portion of advance (if applicable).When multiple advances are outstanding, repayments are first applied to defaulted accounts		Honey Advance are eligible to receive 60% of their requested advance upon approval of their application. The remaining 40% will be issued when CCGA receives the producer's Spring Report/ Actual Seeded Advance Report and for crops, a confirmed Seeded Acreage Report/Statement of Crop Insurance and Invoice. All recipients of a pre-harvest winter cereals advance or an Intended Seeding Advance must submit this report by July 31, 2017, otherwise the advance becomes due
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Inspection, Verification & Weification & Right of RefusalMany verification audit candidates are randomly selected. Additional criteria are also used in determining the inspection sample group, including: a) insufficient documentation of sale; b) advances repaid the last month before the program deadline; c) applicants who had one or more defaults during the past three APP Program Years; and d) advances that CCGA deems may carry a high risk. If upon inspection a producer is found to have an inventory shortage, the Producer will have g calendar days to repay the short amount or be declared in default. If your commodity is stored jointly with another producer, a clear breakdown by Producer should be provided at the time of inspection. As Administrator, CCGA reserves the right to refuse any applicant.RepaymentThe total of advance funds issued, plus the administration fee and applicable interest, constitute the amount required to be repaid to CCGA. On an individual advance basis, repayments are applied as follows: 		A field and/or inventory inspection may be required to verify compliance with AMPA. Refusal or an inspection will result in an immediate default. If a second inspection is required, a \$600.00 inspection fee will be payable by the producer.
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IMPORTANT INFORMATION FOR PRODUCERS Continued

🧐 PAGE 4

Repayment Continued

		s & Honey	Livestock	Continuous Flow Livestock	
Production Period		7 to Sept. 30, 2018 16 to Sept. 30, 2018 ereals)	Apr. 1, 2017 to Sept 30, 2018 - hogs, goats, sheep, lambs Apr. 1, 2017 to Mar. 31, 2019 - cattle & bison	Apr. 1, 2017 to Mar. 31, 2019 (cattle) Apr. 1, 2017 to Sept. 30, 2018 (hogs)	
Repayment Deadline	Sept. 30, 2	2018	Sept. 30, 2018 - hogs, goats, sheep, lambs Mar. 31, 2019 - cattle & bison	The earliest of 12 months from date of issue or end of production period.	
Repayment Requirements	Repayment buyer, whic	are required to repay their advance as they sell the commodities listed on their advance. It is required within 30 calendar days of receipt of payment or within 60 calendar days of delivery to a hever is earlier. Repayments submitted outside of those deadlines may be subject to an interest penalty. The earlier of 12 months aft date or the end of the producers are required to re- the earlier of 12 months aft date or the end of the producers. Producers are required to re- the earlier of 12 months aft date or the end of the producers. Producers are required to re- the earlier of 12 months aft date or the end of the producers. Producers are required to re- the earlier of 12 months aft date or the end of the producers. Producers are required to re- the earlier of 12 months aft date or the end of the producers. Producers are required to re- the earlier of 12 months aft date or the end of the producers. Producers are required to re- the earlier of 12 months aft date or the end of the producers. Producers are required to re- the earlier of 12 months aft date or the end of the producers. Producers are required to re- the earlier of 12 months aft date or the end of the producers. Producers are required to re- the earlier of 12 months aft date or the end of the producers. Producers are required to re- the earlier of 12 months aft date or the end of the producers. Producers are required to re- the earlier of 12 months aft date or the end of the producers. Producers are required to re- the earlier of 12 months aft date or the end of the producers. Producers are required to re- the earlier of 12 months aft date or the end of the producers. Producers are required to re- the earlier of 12 months aft date or the end of the producers. Producers are required to re- the earlier of 12 months aft date or the end of the producers. Producers are required to re- the earlier of 12 months aft date or the end of the producers. Producers are required to re- the earlier of 12 months af			
Proof of Sale	productio Repaymen charged a	n period. Proof of sale do ts without proof of sale i n interest penalty at the (payments made directly by a producer to CCGA must be provided by cumentation is required in all circumstances, except as noted below 1 n excess of the greater of \$10,000 or 10% of the total amount of th CIBC Prime rate. nd Conditions for further details.	or crops.	
For advances on crops, proof of sale documentation is not r for repayments made from the beginning of the production period to Ja 31, 2018.		umentation is not required nents the beginning			
A	31, 2018.		CCCA's Authorized Buyers (applicable to grain only) i	s available at	
Author Buyer (G & Ho	31, 2018. rized Grain	The current list of www.ccga.ca. Thes deductions within account. The Buye	CCGA's Authorized Buyers (applicable to grain only) is grain Buyers have agreed, upon request from a pr 30 calendar days to CCGA for repayment toward ar er will require the following account-specific informa ID Number. For honey, the authorized buyer is the ho	oducer, to remit 1 outstanding advance tion: name, mailing	
Buyer (G	31, 2018. rized Grain	The current list of www.ccga.ca. Thes deductions within account. The Buye address, and APP Failure to comply	e grain Buyers have agreed, upon request from a pr 30 calendar days to CCGA for repayment toward ar er will require the following account-specific informa ID Number. For honey, the authorized buyer is the ho with this Repayment Agreement, including, but n e applicable end of Production Period, will result in	oducer, to remit o outstanding advance tion: name, mailing oney cooperative. ot limited to full	
Buyer (G & Ho	31, 2018. rized Grain	The current list of www.ccga.ca. Thes deductions within account. The Buye address, and APP I Failure to comply repayment by the declared in defau The full impact of	e grain Buyers have agreed, upon request from a pr 30 calendar days to CCGA for repayment toward ar er will require the following account-specific informa ID Number. For honey, the authorized buyer is the ho with this Repayment Agreement, including, but n e applicable end of Production Period, will result in	oducer, to remit o outstanding advance tion: name, mailing oney cooperative. ot limited to full o the account being 2 Interest Rate of the	

Checklist

Check this list to avoid application processing delays.

Use this check list to ensure you've completed everything that is needed, including submitting all supporting documentation and signing all the appropriate forms.

If you have questions about how to complete any part of this application OR would like to complete an application over the telephone, please call **1-866-745-2256**, **option 1.** A CCGA customer service representative will be happy to answer any question you have.

	Requirements	Page #	Instructions
	Producer Information	9	All producers applying for the first time in 2017/18 must complete this form. If applying as a sole proprietor, fill in sections 1, 3, 4, 5 and 6 of this page. If applying as a Partnership, Corporation or Cooperative, fill in sections 2, 3, 4, 5 and 6 of this page. If you have a business partner, spouse or other person who ha your approval to contact CCGA about your account, include their full name as ar Authorized Person in Section 1 or Section 2 of this page.
	Certificate of Incorporatior Corporate Summary, Proof of Partnership	1, 9	If applying as a partnership, corporation or cooperative, include a copy of proof of legal structure. Also include a Corporate Summary showing the number of shares held and a description of the owned and voting shares. Applicants who received an advance from CCGA earlier than 2016, and who continue to operate with the same corporate structure, may be asked to resubmit new paperwork.
	Direct Deposit Authorization Signature Required	9	If the applicant wishes to have funds deposited to their financial institution, they must sign this form and include a VOID cheque that includes an account number. Otherwise funds will be paid by cheque.
Sprin	g Advances for Intended S	eeding,	, Intended Honey, Livestock or Stored Grain Advance in Spring
	Spring Advance (including Intended Seeding)	10-11	Producers who are applying for an advance prior to seeding or prior to receiving a confirmed Seeded Acreage Report/Statement of Crop Insurance and Invoice from your crop insurance agency should use this advance form. This form can als be used to apply for an advance on intended honey production, livestock or when
			applying for an advance on stored grain in the spring. Stored grain advances do no require crop insurance or AgriStability for security.
	Spring Advance Intended Seeding Advance Portion	10-11	require crop insurance or AgriStability for security. Applicants who carry crop insurance must use that as security. If the applicant is using AgriStability as security, call 1-866-745-2256, option 1 to request the appropriate rates for calculating your eligible advance. Recent changes to AMPA regulations have added flexibility for coverage that can secure an advance.
	Intended Seeding		Applicants who carry crop insurance must use that as security. If the applicant is using AgriStability as security, call 1-866-745-2256, option 1 to request the appropriate rates for calculating your eligible advance. Recent changes to AMPA regulations have added flexibility for coverage that can secure an advance. Applicants wanting to use an alternate form of security should contact CCGA at

St Sp Li Sp Li 20 Fe In Pr Sig Re Pr Ag Su	ering Advance tored Grain Portion oring Advance ivestock Portion oring Advance ivestock Portion or AgriStability Enrolment ee Notice and Proof of aventory for livestock coducer's Declaration gnature Required elated Producers ciority Agreement for gricultural Inputs applier	10-11	Applicants applying for an advance on an Intended Seeding Ad for an advance on stored grain using this form. Complete this form if you are applying for an advance on your a To be eligible, the stock must be born prior to applying. Call CCC option 1 for assistance in determining the appropriate AgriStabi calculating your eligible advance. Livestock producers must be enrolled in AgriStability to apply. I 2017 Enrolment/Fee Notice and Proof of Inventory using previou livestock inventory valuation from your Calculation of Benefits. First time applicants to CCGA, applicants whose last advance w 2007, or applicants whose corporate structure has changed must this form. All producers must complete this form.	017 livestock. A at 1-866-745-2256, lity adjusted rates fo nclude your s two years of as received prior to
Li 20 Fe In Pr Sig Re Pr Ag Su	ivestock Portion	14 15	To be eligible, the stock must be born prior to applying. Call CCC option 1 for assistance in determining the appropriate AgriStabi calculating your eligible advance. Livestock producers must be enrolled in AgriStability to apply. I 2017 Enrolment/Fee Notice and Proof of Inventory using previou livestock inventory valuation from your Calculation of Benefits. First time applicants to CCGA, applicants whose last advance w 2007, or applicants whose corporate structure has changed must this form.	GA at 1-866-745-2256, lity adjusted rates fo nclude your s two years of as received prior to
Fe In Pr sig Re Pr Ag Su	ee Notice and Proof of aventory for livestock coducer's Declaration gnature Required elated Producers ciority Agreement for gricultural Inputs applier	14	2017 Enrolment/Fee Notice and Proof of Inventory using previou livestock inventory valuation from your Calculation of Benefits. First time applicants to CCGA, applicants whose last advance w 2007, or applicants whose corporate structure has changed must this form.	s two years of as received prior to
Re	elated Producers ciority Agreement for gricultural Inputs upplier	15	2007, or applicants whose corporate structure has changed mus this form.	
Pr Ag Su	riority Agreement for gricultural Inputs ıpplier		All producers must complete this form.	
L Ag Su	gricultural Inputs applier	16		
	gnature Required		All applicants must have this agreement filled out by all agricultu that potentially have a lien on the commodity included in this than one form is required, make additional copies of this page agricultural inputs supplier has signed this form before sending it Agricultural input suppliers should call 1-866-745-2256, option any questions about this form.	application. If more e. Ensure that the to CCGA.
L a S	riority Agreement with Secured Creditor gnature Required	17	All applicants must have this agreement filled out by their len If more than one form is required, make additional copies of t lending institution must hold more than a simple line of credi- business. Ensure that the lending institution has signed this for to CCGA. Lending institutions should call 1-866-745-2256, opti- any questions about this form.	this page. This t with your farming orm before sending
L In	ssignment of Idemnity gnature Required	18-21	All applicants must complete this form (select the provincial of Indemnity form that is applicable to you), sign it and have it w who is at or past the age of majority. The form must be signe person as listed on your crop insurance contract. Crop insura to sign or review this document.	vitnessed by anyone d by an authorized
	oint & Several Liability ontinuing Guarantee gnature Required (p. 23)	22-23	If applying as a partnership, corporation or cooperative, comp This form must be completed if the applicant: 1. is applying for the first time, 2. resides in Alberta and has not received a CCGA advance sinc 3. resides outside of Alberta and has not received a CCGA advance 4. has had a change in corporate structure that has not been Any resident of Alberta must have the Guarantee notarized by or Solicitor.	e 2016, ance since 2007, or reported to CCGA.
	uarantor Certificate gnature Required	24	Applicants who have their advance secured by a guarantor, must and secure a letter of guarantee from their guarantor. A copy be provided to CCGA along with this application.	
Gu Gu	cknowledgement of uarantee Certificate gnature Required	25	For Alberta residents only. If applying as a partnership, corpora you must complete this form. This document must be witness or Solicitor. Applicants who received a CCGA advance since 20 have not had a change in legal structure do not need to comp	ed by a Barrister 16 and who

			Instructions	S PAGE 7
	Waiver of Exemption Signature Required	26	All Saskatchewan applicants must complete the Waiver of E for Specific Chattels.	xemption Protectior
	Business Risk Management Program Proceeds Assignment Agreement Signature Required	27	If the applicant is using AgriStability as security, this form and signed by the applicant.	must be completed
1 1	Advance Rates for Commodities	30	These advance rates are effective April 1, 2017 but are subject applicable Production Period. Go to ccga.ca to review the mo	
	Declaration of Producer & Repayment Agreement Form Signature Required (p. 31)		This agreement must be signed and dated by the applicant a non-relative.	and witnessed by
<mark>Spring</mark>	Advances for Actual See	led, An	ticipated Honey Production, Spring Livestock or Stored	Grain
	Spring Advance (including Actual Seeded Advance) Signature Required (p. 13)	12-13	Complete this form if you are: a) for the first time applying after receiving your Seeded Acreage Report/Statement of Invoice; or b) transferring your Intended Seeding Advance to Advance or your Intended Honey Production Advance to an Production Advance, which may trigger a payment of the r requested. This form can also be used to apply for an advar applying for an advance on stored grain in the spring.	Crop Insurance & to an Actual Seeded Anticipated Honey emaining advance
	Spring Advance Actual Seeded Advance Portion and Anticipated Honey Production Portio	-	Applicants who carry crop insurance must use that as secur AgriStability as security, a Commissioner for Oaths must a Seeded Advance page and include their commission expiry of AgriStability as security, call 1-866-745-2256, option 1 to re rates for calculating your eligible advance. All producers ha Seeding Advance or an Intended Honey Production Advance m later than July 31, 2017, otherwise the advance will be repayal grain advances do not require crop insurance or AgriStability	lso sign the Actual date. If you are using quest the appropria ving an Intended ust submit this form ble immediately. Sto
	Seeded Acreage Report	12-13	Applications for an Actual Seeded Advance that use crop in must be accompanied by a confirmed Seeded Acreage Repo Insurance & Invoice validated by the applicant's crop insura	rt/Statement of Cro
	Confirmation of valid crop insurance	12-13	If applicant has not previously applied for a 2017/18 Intende a Confirmation of valid Insurance must also accompany thi Advance application. To determine the correct crop insurar province, visit ccga.ca or call 1-866-745-2256.	s Actual Seeded
	2017 AgriStability Enrolment/Fee Notice and Calculation of Benefits for crops and honey	12-13	If applicant has not applied for an Intended Seeding Advance AgriStability as security, these documents are required wit application. Applicants for an Anticipated Honey Production enrolled in AgriStability.	h an Actual Seeded
	Spring Advance Stored Grain Portion	12-13	Applicants applying for an Actual Seeded Advance can also on stored grain using this form.	apply for an advanc

Checklist

when omplete	Requirements	Page #	nstructions	S PAGE 8
	Spring Advance Livestock Portion	12-13	Complete this form if you are applying for an advanc To be eligible, stock must be born prior to the applica 1-866-745-2256, option 1 for assistance in determining adjusted rates for calculating your eligible advance.	ation. Call CCGA at
	2017 AgriStability Enrolment/Fee Notice and Proof of Inventory for lives	-	Livestock producers must include their 2017 Enrolmer Inventory using two previous years of livestock invent Calculation of Benefits.	
	Spring Advance (including Actual Seeded Advance) Signature Required (p. 13)	12-13	If this is your first application for a 2017/18 advanc following pages 9, 14, 15, 16, 17, 18-21, 31 and possib the previous section regarding directions for comp	ly 22-27. See
Post-	Harvest Advances for Gra	in , Hon	y and Fall Advance for Livestock	
	Post-Harvest Advance for Grain Portion Signature Required (pg. 29)	28-29	Complete this form if you are applying for an adva storage, or if you are transferring your 2017 Pre-H Post-Harvest Advance. If this is your first application you will also need to complete pages 9, 14, 15, 16, 17, 3	arvest Advance to a on for the 2017/18 program
	Post-Harvest Advance for Honey Portion <i>Signature Required (pg. 29)</i>	28-29	Complete this form if you are applying for an adva storage, or if you are transferring your 2017 Antici Advance to an Actual Production Advance. If this is 2016/17 program you will also need to complete pa possibly 22-26). Applicants for post-harvest honey a sales record from the honey cooperative indication honey that have been purchased.	pated Honey Production your first application for th ges (9, 14, 15, 16, 17, 27, 31 and advances must submit
	Fall Advance for Livestock Portion <i>Signature Required (pg. 29)</i>	28-29	Complete this form if you are transferring your 20 Advance or if you are applying on your 2017 livestock Program Year. If this is your first application for the need to complete pages (9, 14, 15, 16, 17, 27, 31 and po	for the first time in this 2017/18 program you will also
	Email, fax or m ail, completed applic		to: Winnipeg, Manitoba R3J 3T Email applications to: appli	7
	For questions or	inqu	Fax: 1-204-788-0039 ries: Toll-free: 1-866-745-2256, op	tion 1

PRODUCER INFORMATION



Producer Information

THE APPLICANT MUST HAVE OWNERSHIP OF THE AGRICULTURAL PRODUCT BEING APPLIED ON IN THIS ADVANCE. FOR CATTLE ADVANCES (NOT INCLUDING CONTINUOUS FLOW), THE APPLICANT MUST HAVE OWNERSHIP OF THE COW AND ITS CALF BEING APPLIED ON IN THIS ADVANCE.

1. Sole Proprietors:

1. 5010 1 100110013.				
Full Legal Name of Individual, as on Birth Certificate (First name, Middl	e names, Surname)	Birthdate (N	IM/DD/YYYY)	APP ID #
Full Legal Name of person(s) authorized to exchange account informat	ion	Relationshi	р	Telephone #
2. Partnerships, Corporations or Cooperatives:				
Legal Name of Partnership, Corporation or Cooperative			APP ID #	ŧ
Full Legal Name of person(s) authorized to exchange account informat	ion	Relationship		Telephone #
3. Mailing Address:				
Street/Box# City/Town		Province	Post	cal Code
Location of Residence: (Section, Township, Range, Street)	Home Telephone #	Alternate Te	ephone #	E-mail
4. Grain Company Information: (this information re	equired only if grair	n company is filling out	this form for applie	cant)
Grain Co. Name Station		Telephone #	Email Ad	ldress
Mailing Address: Street/Box # City/Town		Province	Post	cal Code
5. Security of Advance:				
Eligible BRM Program (AgriStability) PIN # (BC/MB) OR Production Insu	rance ID # (AB/SK)			Year
Production Insurance Contract # Production Insurance Office	ce Name		Telephor	ne #
6. Please check one of the following statement	s:			
a) For the purposes of applying as an individual potential other farming operations or other corporations	producer, I am no			
b) Enclosed is a list and percentages of shares operations in which I have an interest.	, of all other far	ming operations an	d corporations o	carrying on farm
Mandatory - check either Agree or Disagree to	o the following	g:	Agree	Disagree
I/We are declaring that I/We have <u>not</u> recently the <i>Bankruptcy and Insolvency Act</i> , are subject under any other insolvency or bankruptcy rela <i>Farm Debt Mediation Act.</i>	to a receiving o	order under that Ac	t, are bankrupt	or are seeking protection
DIRECT DEPOSIT AUTHORIZATION				
If you wish to have the advance directly deposited in account and financial institution. If you used direct of branch, you only need to sign and check the box below deposit is not possible. CCGA cannot direct deposit to	leposit with CCC w. If the financia	A previously for the	e same account a	and financial institution
Signature of Producer	Date			check box if used Direct Deposit previously
<u> </u>	FOR C	CGA USE ONLY	CCGA #	
	L			

SPRING ADVANCE	(including Intended Seeding , Intended Honey Production, Spring Report for Winter Cereals, Spring Livestock and Spring Stored Grain)
----------------	--



List only those commodities for which you are applying for an advance.

CROP COMMODITIES

Intended Seeding Advance

Be sure to include a confirmation of valid crop insurance paperwork. If using AgriStability, send your 2017 Program Enrolment/Fee Notice and Reference Margin. NOTE: If you carry crop insurance you **MUST** use that as security.

	Securit	ty Type		1		Due due tien la sume est	1			
Commodity	Crop Ins.	Ag Stab.	Land/Soil Type	2017 Intended Seeding Acres		Production Insurance Coverage/MT or lb OR Coverage Level on AgStab.		CCGA Advance Rate*		\$ Amount
					X		x		=	
					X		X		=	
					X		X		=	
					X		X		=	
					X		X		=	
					X		X		=	
TOTAL OF PRI	E-HARV	EST CRO	OP COMMODITIES:					line 1		
	Advance	Reque	sted by Producer					line 2		
E	Eligible	Advance	e (60% of line 2 ab	ove)				Α		

Intended Honey

Producers must submit their 2017 AgriStability Program Enrolment/Fee Notice and Proof of Inventory using 2 years of honey inventory valuations from their AgriStability Reference Margin Summary. Call CCGA at 1-866-745-2256, option 1 to determine the appropriate AgriStability adjusted rates for calculating your eligible advance.

Agricultural Product	Intended Production Quantity (lbs)		CCGA Advance Rate*		\$ Amoun
HONEY		x		=	
Intended Hone	y Advance Requested by Producer		line 1	\$	
Eligible Advanc	e (60% of line 1 above)		В	\$	

Stored Grain Advance

Commodity	Harvested Acres (indicate year crop harvested in bracket)	Stored Quantity (MT or lb) Against which Advance is Requested	CCGA Advance Rate*	\$ Amount
	()		x	=
	()		X	=
	()		X	=
	()		X	=
	()		X	=
	()		x	=
TOTAL OF STORED GRAI	N COMMODITIES:			\$
Stored Gra	ain Advance Requested by Producer		С	\$

CONTINUE TO NEXT PAGE FOR SIGNATURE.

Spring Advance (intended seeding)

SPRING ADVANCE CONTINUED

A+B+C+D=

LIVESTOCK COMMODITIES

Producers must submit their 2017 AgriStability Program Enrolment/Fee Notice and Proof of Inventory using 2 years of livestock inventory valuations from their AgriStability Reference Margin Summary. Stock must already be born to be eligible for an advance. Call CCGA at 1-866-745-2256, option 1 for assistance in determining the appropriate AgriStability adjusted rates for calculating your eligible advance.

Livestock Type Example: Cattle Feeder Calf (400-700 lbs)	Continuous Flow Permanent Inventory for 12-month period Number of Head (eg. 100 head)	Number of Head to be advanced on	4	CCGA Advance Rate/head*		\$ Amount
			x		=	
			X		=	
			X		=	
			X		=	
			X		=	
			x		=	
TOTAL LIVESTOCK COMMODITIES:					\$	
Livestock Advance Requested by Producer D					\$	

TOTAL ADVANCE (Maximum \$400,000)

Based on information provided, the requested advance amount may change due to BRM Eligible Amounts, or correction of calculations.

Producer's Outstanding Balances and Advances Issued

2016 APP outstanding advances with CCGA (crops, honey & livestock)	\$
2017 APP outstanding advances with CCGA (crops, honey & livestock)	\$
Previous years' outstanding APP advances from any other organizations	\$
2017/2018 APP advances issued from any other organizations	\$
Outstanding defaulted advances	\$

List organization names and amounts for each of the above: ____

Legal description (section-township-range) of land where you intend to seed or store crop(s), locate bee hives or house livestock______

Signature of Producer	Name of Producer (Please print)	Date	APP ID#

Your first installment of funds for the crops or honey related portions of your advance will be 60% of the approved amount. Any livestock or stored grain related portion of your advance cheque will be issued at 100% of the approved amount. The total cheque will be LESS a \$150.00 administration fee.

The Actual Seeded Pre-Harvest Advance form or Anticipated Honey Production form will be sent to you with a reminder letter. If desired, retain a copy of this page for your files. This form must be completed and returned to CCGA by July 31, 2017, otherwise the advance will be repayable immediately.

If you have a livestock advance, you will be sent a copy of your Actual advance forms with your reminder letter to be completed by July 31, 2017.

FOR CCGA USE ONLY	Advance Approved by Administration Intended Seeding (60%) Spring Installment (100%) CCGA # Administrator Signature	Acct. Rep. NITIAL DATE Q.A. Rep. NITIAL DATE
	E REFER TO ADVANCE ON PAGE 30	Spring Advance (intended seeding)

SPRING ADVANCE (including Actual Seeded, Anticipated Honey Production, Spring Livestock and Spring Stored Grain)



A \$

С

\$

Spring Advance (actual seeded)

*(see p. 30 for rates)

List only those commodities for which you are applying for an advance. Applicants who applied earlier in year under an Intended Advance must report on all commodities which were applied on, including newly planted crops, honey and stored grains.

CROP COMMODITIES

Actual Seeded Advance

Complete this form and send it along with your Seeded Acreage Report/Valid Crop Insurance paperwork. For AgriStability, have this form witnessed by a Commissioner for Oaths, and received in CCGA'S office by July 31, 2017. If the applicant did not previously apply for an Intended Seeding Advance, include confirmation of valid crop insurance paperwork, or for AgriStability include the 2017 Program Enrolment/Fee Notice and Reference Margin, when applying.

	Securi	ty Type								
Commodity	Crop Ins.	Ag Stab.	Land/Soil Type	2017 Actual Seeded Acres		Production Insurance Yield Coverage/MT OR Coverage Level on AgStab.		CCGA Advance Rate*		\$ Amount
					x		x		=	
					X		X		=	
					X		X		=	
					X		X		=	
					X		X		=	
					X		x		=	
TOTAL PRE-H	ARVEST	CROP	COMMODITIES:	·					\$	

Advance Requested by Producer

Anticipated Honey

Producers must submit their 2017 AgriStability Program Enrolment/Fee Notice and Proof of Inventory using 2 years of honey inventory valuations from their AgriStability Reference Margin Summary. Call CCGA at 1-866-745-2256, option 1 to determine the appropriate AgriStability adjusted rates for calculating your eligible advance.

Agricultural Product	Anticipated Production Quantity (lbs)			CCGA Advance Rate*		\$ Amount
HONEY		:	x		=	
Anticipated H	oney Advance Requested by Producer			В	\$	

Stored Grain Advance

Commodity	Harvested Acres (indicate year crop harvested in bracket)	Stored Quantity (MT or lb) Against which Advance is Requested	CCGA Advance Rate*		\$ Amount
	()		x	=	
	()		X	=	
	()		X	=	
	()		X	=	
	()		X	=	
TOTAL OF STORED GR	RAIN COMMODITIES:				

Stored Grain Advance Requested by Producer

PLEASE REFER TO ADVANCE RATES ON PAGE 30

CONTINUE TO NEXT PAGE FOR SIGNATURE.

SPRING ADVANCE CONTINUED



LIVESTOCK COMMODITIES

Spring Advance (actual seeded)

Producers must submit their 2017 AgriStability Program Enrolment/Fee Notice and Proof of Inventory using 2 years of livestock inventory valuations from their AgriStability Reference Margin Summary. Stock must already be born to be eligible for an advance. Call CCGA at 1-866-745-2256, option 1 for assistance in determining the appropriate AgriStability adjusted rates for calculating your eligible advance.

Livestock T Example: Ca (400-700 lb:	attle Feeder Calf	Continuous Flow Permanent Inventory for 12-month period Number of Head (eg. 100 head)	Number of Head to be advanced o	on	CCGA Advance Rate/head*		\$ Amount
				x		=	
				x		=	
				X		=	
				X		=	
OTAL LIVE	стоск соммор	TIES:				\$	
	Livestock Adva	nce Requested by Producer			D	\$	
	TOTAL ADV	ANCE (Maximum \$400,000)		A+B-	+C+D=	\$	
	e your intenti the following:	ons for Actual Seeded, Anticip	ated Honey or Live	estock Adva	ance by se	eleo	ting
	-	e first time under the 2017/18 p	rogram:				
		m eligible funds	J				
2	2. Issue funds o	nly in the amount of				\$	
	-	ended Seeding Advance to Actua	I Seeded Advance o	r Intended			
	•	Anticipated Honey Advance:	h a (aaad)				7
		l funds requested (no funds will m eligible funds	be issued)				
		nal funds only in the amount of				\$	
3						Τ.	
-		-					
-	cer's Outstand	ing Balances and Advances Iss outstanding advances with CC	ued			\$	
-	c er's Outstand 2016 APP Previous	ing Balances and Advances Iss outstanding advances with CC years' outstanding APP advance	ued GA es from any other c		15	\$ \$	
-	c er's Outstand 2016 APP Previous 2017/2018	ing Balances and Advances Iss outstanding advances with CC years' outstanding APP advance APP advances issued from any	ued GA es from any other c		15	\$ \$ \$	
Produc	cer's Outstand 2016 APP Previous 2017/2018 Outstand	ing Balances and Advances Iss outstanding advances with CCC years' outstanding APP advance APP advances issued from any ling defaulted advances	ued GA es from any other c other organization		ıs	\$ \$ \$	
Produc	cer's Outstand 2016 APP Previous 2017/2018 Outstand	ing Balances and Advances Iss outstanding advances with CCO years' outstanding APP advances APP advances issued from any ling defaulted advances names and amounts for each of	ued GA es from any other o other organization the above:	ns		\$ \$ \$	
Produc List Leg	cer's Outstand 2016 APP Previous 2017/2018 Outstand corganization i al description (ing Balances and Advances Iss outstanding advances with CCC years' outstanding APP advances APP advances issued from any ling defaulted advances names and amounts for each of section-township-range) of land	ued GA es from any other o other organization the above:	ns		\$ \$ \$ rop	(s), located
Produc List Leg bee declare that	cer's Outstand 2016 APP Previous 2017/2018 Outstand corganization i al description (thives or house	ing Balances and Advances Iss outstanding advances with CCC years' outstanding APP advances APP advances issued from any ling defaulted advances names and amounts for each of section-township-range) of land d the livestock:	ued GA es from any other o other organization the above: d where you have se	ns eeded or sto	red the ci		
Produc List Leg bee declare that	cer's Outstand 2016 APP Previous 2017/2018 Outstand corganization (al description (thives or house the above inform where applicable	ing Balances and Advances Iss outstanding advances with CCC years' outstanding APP advances APP advances issued from any ling defaulted advances names and amounts for each of section-township-range) of land d the livestock:	ued GA es from any other of other organization the above: d where you have se e of completion and ag	ns eeded or sto	red the ci	trat	
Product List Leg bee declare that ny differenc gnature of Pro	cer's Outstand 2016 APP Previous 2017/2018 Outstand corganization (al description (thives or house the above inform where applicable	ing Balances and Advances Iss outstanding advances with CCO years' outstanding APP advances APP advances issued from any ling defaulted advances names and amounts for each of section-township-range) of land d the livestock:	ued GA es from any other of other organization the above: d where you have se e of completion and ag	ree to repay t	he Administ	trat #	or
Product List Leg bee declare that hy differenc gnature of Pro OTE: If usir or Oaths.	cer's Outstand 2016 APP Previous 2017/2018 Outstand corganization (al description (thives or house the above inform where applicable	ing Balances and Advances Iss outstanding advances with CCC years' outstanding APP advances APP advances issued from any ing defaulted advances names and amounts for each of section-township-range) of land d the livestock:	ued GA es from any other of other organization the above: d where you have se d where you have se e of completion and ag rint)	ree to repay t	he Administ	trat #	or a Commission
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Product List Leg bee declare that by difference gnature of Pro- OTE: If usin or Oaths. gnature of Con De Actual Se I rules and re dvance, Actual FOR CCGA	cer's Outstand 2016 APP Previous 2017/2018 Outstand corganization i al description (thives or house the above inform e where applicable iducer ang AgriStability as s mmissioner for Oaths eeded Advance, Ant egulations set fort al Honey Production Advance Appli Second Instal Installment (1	ing Balances and Advances Iss outstanding advances with CCC years' outstanding APP advances APP advances issued from any ling defaulted advances names and amounts for each of section-township-range) of land d the livestock:	ued GA es from any other of other organization the above: d where you have se e of completion and ag rint) n, the Producer must hav Daths (Please print) ill become a part of you ns of this Application &	eeded or sto ree to repay t Date /e the portion to Expiry Date r 2017/2018 Ca Repayment Ag inder letter.	Pred the cr he Administ APP ID Delow signed ssh Advance greement. Th	trat # by a Date	or a Commission e lication using

🥱 PAGE 13

PRODUCER'S DECLARATION

This form must be completed if the applicant has not received a CCGA advance since 2007 or if there has been a change to corporate structure, cooperative or partnership. If applying to CCGA for the first time, the applicant must submit a copy of their birth certificate, passport or permanent resident card along with this application. This declaration will continue for advances made to this entity now and in the future unless changes are made to corporate structure or program.

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.

Producer's full legal name(s): must match name provided on page 9

Ν	a	m	٦	e

List Producer(s) as well as all related Producers to this application. Complete all the required information. If Producer has no Middle Name please indicate.

Full Legal Name (First, Middle, Surname(s))		Mailing Address	
Date of Birth	Phone #	% Interest in Operation	APP ID #
Full Legal Name (First, M	iddle, Surname(s))	Mailing Address	
Date of Birth	Phone #	% Interest in Operation	APP ID #
Full Legal Name (First, M	iddle, Surname(s))	Mailing Address	
Date of Birth	Phone #	% Interest in Operation	APP ID #
Full Legal Name (First, M	iddle, Surname(s))	Mailing Address	
Date of Birth	Phone #	% Interest in Operation	APP ID #

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

Signature of Producer:

Signature of Producer

Date (MM/DD/YYYY)

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Producer's Declaration

ALL APPLICANTS MUST COMPLETE THIS FORM EVERY YEAR, INCLUDING SOLE PROPRIETORS AND RELATED PRODUCERS, AS WELL AS CORPORATIONS, COOPERATIVES AND PARTNERSHIPS.

Definitions:

RELATED PRODUCERS - Producers are related if they do not deal with each other at arm's length. 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; and
- any other circumstances set out in Regulations.

COMMON-LAW PARTNERSHIP means the relationship between two persons who are cohabitating in a conjugal relationship, having so cohabitated for a period of at least one year.

Related Producers:

Relatedness affects the applicant's eligibility to receive an advance, as well as the amount of an advance.

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

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

- Has a related producer a) applied for an APP advance in this program year or b) have an outstanding APP advance from a previous program year?
- 2. Is any related producer ineligible as a result of a default under APP, SCAP or ESCAP?

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

1. Full Legal Name of Related Producer who rec'd an Advance	Full Address	Phone number	Birthdate
Name of Administrator that issued Advance	APP ID#	Program year	Relationship to Applicant
2. Full Legal Name of Related Producer who rec'd an Advance	Full Address	Phone number	Birthdate
Name of Administrator that issued Advance	APP ID#	Program year	Relationship to Applicant
3. Full Legal Name of Related Producer who rec'd an Advance	Full Address	Phone number	Birthdate
Name of Administrator that issued Advance	APP ID#	Program year	Relationship to Applicant

Rebuttal of relatedness

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Answer the questions below for each related producer listed in the Related Producer section above. Attach a separate sheet if required.

If you DISAGREE to any of the questions below, you have not rebutted the presumption of relatedness with the producer in question.

If you AGREE to the statements below, you have established that you deal at arm's length with the producer(s) in question, and the Administrator may request the appropriate documentation to support your responses, such as articles of incorporation, financial statements, leases, receipts, etc.

1. Name of the related individual producer that received an advance:		
a. You and the related producer file separate tax returns and/or produce separate financial statements.	Agree	Disagree
b. You and the related producer are not employees or do not act as agents of the other.	Agree	Disagree
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.	Agree	Disagree
2. Name of the related individual producer that received an advance:		
a. You and the related producer file separate tax returns and/or produce separate financial statements.	Agree	Disagree
b. You and the related producer are not employees or do not act as agents of the other.	Agree	Disagree
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.	Agree	Disagree
3. Name of the related individual producer that received an advance:		
a. You and the related producer file separate tax returns and/or produce separate financial statements.	Agree	Disagree
b. You and the related producer are not employees or do not act as agents of the other.	Agree	Disagree
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.	Agree	Disagree

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No

No

Yes

Yes

PRIORITY AGREEMENT FOR AGRICULTURAL INPUTS SUPPLIER

EVERY PRODUCER MUST HAVE THIS PRIORITY AGREEMENT FILLED OUT BY THEIR AGRICULTURAL INPUTS SUPPLIER.

A <u>separate Priority Agreement must be completed for each agricultural inputs supplier that has, or could have a security interest in</u> <u>or lien on the Agricultural Product(s) for which the advance is to be made.</u> If more than one form is required, make additional copies of this page. Agricultural inputs suppliers may have a security interest in a producer's growing agricultural products for the amount advanced up to six months prior to seeding, if not yet paid.

Producer's Name:

Name (must match name on page 9)			APP	ID #	
Agricultural Input	s Supplier Information:				
Name of Agricultural Inputs Supplier herein referred to as the "Agricultural Inputs Supplier"			Sta	tion Name	
Street/Box	Town/City	Province	Postal Code	Telephone #	

The Agricultural Inputs Supplier must check either Part 1 or Part 2

Select Part 1 if the Agricultural Inputs Supplier HAS or COULD HAVE a lien.

The Agricultural Inputs Supplier does hereby consent that in consideration of an advance being issued by Canadian Canola Growers Association (herein called the "Administrator") to the Producer, the Agricultural Inputs Supplier agrees to postpone its security interest to the Administrator's security interest so that the security interest in the Producer's Agricultural Product(s), as defined in this application, or any BRM Program payments now held or to be held by the Administrator, shall rank prior to any security interest (or right to have) held by the Agricultural Inputs Supplier, whether such security was pursuant to the Personal Property Security legislation in force or by operation of any other law or agreement to the extent of securing repayment to the Administrator of the advance payment up to the lesser of the principal amount of \$400,000 or the amount actually advanced, plus interest and costs on that amount. For the purposes of giving effect to this Priority Agreement, the Agricultural Inputs Supplier shall execute and deliver to the Administrator any documents the Administrator may reasonably request to give effect to this postponement.

Select Part 2 if the Agricultural Inputs Supplier has NO lien.

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

PART 3 - The Agricultural Inputs Supplier must fill in regardless of security interest or lien.

PART 4 - Producer History

The Producer has been dealing with your company for		years. If new Producer	months.
The Producer is in good standing (please circle one)	Yes	No	

PART 5 - To be signed by the Agricultural Inputs Supplier regardless of security interest or lien.

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

In Witness Whereof all parties hereunto set their han	ds and seals: Dated atthe day of	, 20
Name of Authorized Officer of Agricultural Inputs Supplier (Please Print)	Signature of Authorized Officer of Agricultural Inputs Supplier	Position

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

- 1. Agricultural Supplier fills in Parts 2, 3, 4 and 5 of the above priority.
- 2. Financial institution is to copy the financial priority agreement on the next page and fill in Part 1-A or Part 1-B, Part 2, and Part 3.

Call the CCGA at 1-866-745-2256, option 1 if you have any questions about completing this form.

See detailed instructions under Priority Agreement in Checklist page 6.

PRIORITY AGREEMENT WITH A SECURED CREDITOR

EVERY PRODUCER MUST HAVE THIS PRIORITY AGREEMENT FILLED OUT BY THEIR AGRICULTURAL CREDITOR.

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

Basic Information

Producer Name (must match name on page 9)	APP ID #	
Definitions - "Business Risk Management Program" or "BRM" means any program listed in the schedule	e of the Agricultural Marketing Programs Act tha	at can be used to secure an advance.
Bank Information		
Name of Bank or Lending Institution or Secured Party (herein referred to as the "Creditor")	Transit # Phone #	Fax #

Street/Box

Town/City

Province

Postal Code

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

PART 1-A: Select Part 1 -A if the Creditor **HAS** a lien or security on the Agricultural Product(s) or the BRM Program Proceeds related to the Agricultural Product(s).

The Creditor does hereby consent that in consideration of an advance being issued under APP by CCGA (herein called the "Administrator") to the Producer, the Administrator and the Creditor agree that the security interest in the Agricultural Product(s) listed above for which the advance was made, or the Business Risk Management (BRM) program payment(s) related to the aforementioned Agricultural Product(s) as required for the Producer's advance, now held or to be held by the Administrator, shall rank prior to any lien or security on the said Agricultural Product given by the Producer to the Creditor, whether such security was given under the authority of the *Bank Act* or under the authority of a Personal Property Security Legislation in force in the province or by operation of any other law, but only to the extent of securing repayment to the Administrator of the advance payment up to the lesser of the principal amount of \$400,000 or the amount actually advanced, plus interest and costs, as set out in the Repayment Agreement entered into between the Producer and Administrator. Any BRM Program proceeds payable to the Producer from the date this agreement is signed until full payment of the above mentioned amounts shall be sent to the Administrator.

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

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

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

PART 1-B: Select Part 1 -B if the Creditor **DOES NOT** have a lien or security on the Agricultural Product(s) or the BRM Program Proceeds related to the Agricultural Product(s).

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

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

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

		Jointly to the Producer and the Creditor and be remitted to the Creditor forthwith by the Producer and shall be applied in total or in part by the Creditor to reduce the Producer's indebtedness to the Creditor; or To the Producer.
Thi	s Agr	er of the above options is selected, the parties are deemed to have agreed that the advance payment is to be made jointly in accordance with option 1-A. eement 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 trator by the Producer.
This	s agi	- TO BE SIGNED BY ALL CREDITORS REGARDLESS OF SECURITY INTEREST OR LIEN. reement shall be governed by and interpreted in accordance with the laws of the province of Manitoba. IESS WHEREOF all parties hereunto set their hands
Sign	ature	a of Authorized Officer of Creditor

Signature of Authorized Officer of Creditor Date
Print Name Title Telephone # Fax #
INFORMATION REQUEST FROM FINANCIAL INSTITUTION
Above named Producer has been dealing with your institution for_____ years. If new Producer _____months.

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

The Financial Institution: (please circle one) DOES DOES NOT require the cheque to be issued jointly.

Call the CCGA at 1-866-745-2256, option 1 if you have any questions about completing this form.

	See detailed instructions under Priority
~	Agreement in Checklist page 6.

Priority Agreement with a Secured Creditor

	🧐 PAGE 18			
SCIC SASKATCHEWAN CROP	OF INDEMNITY			
Contract Number Box 3000 484 Prince William D. Melville, Saskatchew. SA 2P0 SA 2P0 www.saskcropinsurar	an			
Customer Name(s) (Please Print)				
Province Postal Coc For value received, I/We hereby transfer, assign and set over unto:	de 			
Assignee Name (This will be the payee on all assignment cheques issued for this assignment.)				
Address 4 0 0 - 1 6 1 P 0 R T A G E A V E N Town (Oth)	UEL			
Town/City				
Province Postal Code Branch Phone Number M B R 3 J 3 T 7 8 8	0 0 9 0			
All my right, title and interest to all benefits from any program administered by the Saskatchewan Crop Ins	surance Corporation,			
except establishment indemnities, applicable to the 20 crop year as determined by the Saskatchewa Corporation, up to the amount of \$	-			
Witnessed By Customer Signature Diagonality	ate			
Print Witness Name Print Customer Name				
Witnessed By Co-Customer Signature Diagonal	ate			
Print Witness Name Print Co-Customer Name				
 The Corporation hereby consents to the above assignment subject to all the provisions, terms, conditions and stipulations contained in: A) The Contract Of Insurance under which the indemnity arises. B) The Saskatchewan Crop Insurance Act, the Agricutural Safety Net Act, and the regulations made thereunder as they may exist from time to time, and any other relevant provincial legislation. It is the responsibility of the contract holder/assignor to inform the assignee of any changes in the status of the contract holder/assignor to inform the corporation. The consent of the Corporation is subject to the Corporation first recovering any monies owing by the customer to the Corporation whether before or after the date of the assignment from any indemnity that may become payable to the customer. 				
Approval Date For Saskatchewan Crop Insurance Corporation				
 Upon approval, this assignment will be recorded and a copy forwarded to the assignee and customer. The Corporation requires two copies with original signatures. 				
Growing Forward 2	ASSIND/13IT			
Saskatchewan - Crop Insurance Assignment of Indemnity				



Manitoba - Crop Insurance Assignment of Indemnity



ASSIGNMENT OF INDEMNITY PROCEEDS

PLEASE PRINT	
INSURED (ASSIGNOR) NOTE: MUST BE THE SAME AS AGRIINSURANCE CONTRACT NAME	AGRIINS. CONTRACT# AGENCY
ADDRESS OF INSURED (ASSIGNOR)	TELEPHONE NUMBER
CITY/TOWN PROVINCE	
, , , , , , , , , , , , , , , , , , , ,	
For value received, the Undersigned, subject to prior deduction of any amounts owing to or advanced Services Corporation (the "Corporation") relative to the Undersigned, whether pursuant to a contract hereby transfers, assigns and sets over all of the Undersigned's rights, title, interest and benefit payable under the Undersigned's contract(s) of insurance with the Corporation and hereby consent Corporation of any information relating to the Undersigned, including, without limitation, personal in <i>Freedom of Information and Protection of Privacy Act</i> (Manitoba), to:	of insurance or otherwise, in and to all indemnities is to the disclosure by the oformation subject to <i>The</i>
	TRANSIT NUMBER
	TELEPHONE NUMBER
4 0 0 - 1 6 6 1 P 0 R T A G E A V E N U E	7 8 8 = 0 0 9 0 POSTAL CODE
	R ₁ 3 ₁ J ₁ 3 ₁ T ₁ 7
NOTE: This assignment excludes any and all indemnities payable to the Undersigned in respect of Price Insurance Program.	the Western Livestock
Applicable to the 2017 crop year as determined by the Manitoba Agricultural Services	s Corporation up to
the amount of \$ $0, 0, 0$ (leave blank for total assignment).	
Witnessed By: (Signature) Signature of Insured (Assignor) or Authorized Signatory	Date (Day/Month/Year)
Witnessed By: (Please Print) Name of Insured (Assignor):	Please Print)
 Upon acceptance by the Corporation, this assignment will be recorded and a copy forwarded A cheque or money order in the amount of \$63.00 (including GST of \$3.00) must be enclosed 	
The Corporation hereby consents to the above Assignment subject, however, to (i) the terms of a between the assignor and the Corporation and the provisions of any statute or regulations with respect certainty, the right of the Corporation to set-off against any indebtedness of the assignor to the Corporation	thereto; and (ii) for greater
between the assignor and the Corporation and the provisions of any statute or regulations with respect	thereto; and (ii) for greater oration.
between the assignor and the Corporation and the provisions of any statute or regulations with respect certainty, the right of the Corporation to set-off against any indebtedness of the assignor to the Corpo	thereto; and (ii) for greater oration.
between the assignor and the Corporation and the provisions of any statute or regulations with respect certainty, the right of the Corporation to set-off against any indebtedness of the assignor to the Corpo This assignment is accepted by Manitoba Agricultural Services Corporation subject, however, to pric	thereto; and (ii) for greater oration.
between the assignor and the Corporation and the provisions of any statute or regulations with respect certainty, the right of the Corporation to set-off against any indebtedness of the assignor to the Corporation This assignment is accepted by Manitoba Agricultural Services Corporation subject, however, to prior in the amount of \$	thereto; and (ii) for greater oration. r recorded assignment(s)
between the assignor and the Corporation and the provisions of any statute or regulations with respect certainty, the right of the Corporation to set-off against any indebtedness of the assignor to the Corporation This assignment is accepted by Manitoba Agricultural Services Corporation subject, however, to prior in the amount of \$	thereto; and (ii) for greater oration. r recorded assignment(s)
between the assignor and the Corporation and the provisions of any statute or regulations with respect certainty, the right of the Corporation to set-off against any indebtedness of the assignor to the Corporation This assignment is accepted by Manitoba Agricultural Services Corporation subject, however, to prior in the amount of \$	thereto; and (ii) for greater oration. r recorded assignment(s)



Agriculture Financial Services Corporation Assignment of Indemnity Form for Insurance (Excluding Cattle Price Insurance-CPIP)

This Assignment covers Insurance subscriptions for Annual and Perennial Programs administered by Agriculture Financial Services Corporation, excluding the Cattle Price Insurance Program.

For valuable consideration, the Insured hereby assigns to		Canadian Canola G	rowers Association		
		Name of Assignee			
of 400-1661 Portage Ave., Winnipeg, MB		Postal Code	R3J 3T7		
	Complete Mailing Address including Postal	Code			
Assignee Contact Info: CCGA	204-788-0090				
(Name)	(Phone)			
an undivided 100 % of all monie	s up to an amount of \$	which ı	may be payable		
by AFSC as a result of a payable	e loss on AFSC ID: 870	for the time p	period ending		
March 31, 2018					
This assignment is subject to section 55.1 of the <i>Agriculture Financial Services Act and</i> section 95 of the <i>Financial Administration Act</i> (Alberta). Agriculture Financial Services Corporation is not bound by this assignment unless the assignment has been consented to by an acknowledgement in writing from Agriculture Financial Services Corporation. The Insured understands that indemnity cheques, up to the amount stated in this Assignment of Indemnity, will be made payable to the assignee and forwarded directly to the assignee. This assignment is subject to the deduction of any monies which may be owing to Agriculture Financial Services Corporation.					
Dated at	in the Province of Alberta th	nis day	20		
City or Town		Date	Month Year		
Insured's Signature: Insured's Printed		/itness ignature:			
Name:					
Insured's Printed Address:					
OFFICE USE ONLY:	Consent and Acknow	ladaamant			
OFFICE USE UNLT.	Consent and Acknow	neugement			
Agriculture Financial Services C any monies which may be owing			he deduction of		
Dated in Lacombe, Alberta this_	day of	, 20			
Signed by:	for A	griculture Financial Servic	es Corporation.		
Administration fee received:	(\$25).				
Alberta - Crop Insurance Assignment of Ind	emnity				

Production Insurance

BC Ministry of Agriculture

Schedule H-1: Assignment of Indemnity

Crop Year _____

Production Insurance Grower Number:	
For valuable consideration, I/We	insured,
hereby assign to CANADIAN CANOLA GROWERS AS	
400-1661 PORTAGE AVENUE, WINNIPEG, MANI (Address) the Insurer as a result of loss on	(Name) TOBA R3J 3T7 any indemnity which may be payable by
Contract/Policy Number	
for the following insured crops(s)	
	am for the crop year ending
This assignment is subject to the terms and conditions to the	e contract and to the conditions outlined below.
Dated at	in the Province of British Columbia,
this day of, 20	
Insured (print)	Insured (signature)
Witness (print)	Witness (signature)
Insured (print)	Insured (signature)
Witness (print)	Witness (signature)

NOTE TO INSURED

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

CONDITIONS

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

	The Insurer hereby approves the fo	pregoing assignment.		
For Office Use Only	Dated this day of	, 20,	at	am / pm.
Ose only	PI <u>Finance</u> Rep's Name (Print)		Signature	



A federal-provincial-territorial initiative





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Page 1 of 1 Revised May 22, 2014

British Columbia - Crop Insurance Assignment of Indemnity

JOINT & SEVERAL LIABILITY CONTINUING GUARANTEE PARTNERSHIP/CORPORATION/COOPERATIVE



THIS FORM MUST BE COMPLETED IF THE APPLICANT:

- 1. is applying for the first time,
- 2. resides in Alberta and has not received a CCGA advance since 2016,
- 3. resides outside of Alberta and has not received a CCGA advance since 2007, or

4. has had a change in corporate structure that has not been reported to CCGA.

5. If CCGA does not have this form and/or the required supporting documents on file.

THE FOLLOWING DOCUMENTATION MUST BE INCLUDED: CERTIFICATE OF INCORPORATION/PROOF OF PARTNERSHIP AND SHAREHOLDER LEDGER.

Applicants wanting to forego completion of the Joint & Several may alternatively obtain a third party guarantee. A third party guarantor is:

- An individual or group of individuals that has the financial collateral to issue a letter that guarantees an advance until it is fully reimbursed; or
- A financial institution that issues a letter that guarantees an advance until it is fully reimbursed.
- The Third Party Guarantor form can be found on page 24.

This guarantee will continue for advances made to this entity now and in the future unless changes are made to Corporate Structure or Program. A new Joint and Several Liability Continuing Guarantee must be filled out if any changes are made to the Partnership/Corporation/Cooperative.

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

Indicate if Producer is a:	Partnership	Corporation	Cooperative
Name of Producer: (Must match name on Page	9)		APP ID# of applicant

Eligible producers for an advance are: for Corporations, a majority of whose voting shares are held by Canadian citizens or permanent residents; for Cooperatives, a majority of whose members are Canadian citizens or permanent residents; for a Partnership or other associations of persons where partners or members, who are Canadian Citizens or permanent residents, are entitled to at least 50% of the profits of the Partnership or association.

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

Full Legal Name		Mailing Address	
Date of Birth	Phone #	% Interest in Operation	APP ID #
Full Legal Name		Mailing Address	
Date of Birth	Phone #	% Interest in Operation	APP ID #
Full Legal Name		Mailing Address	ر
Date of Birth	Phone #	% Interest in Operation	APP ID #
Full Legal Name		Mailing Address	
Date of Birth	Phone #	% Interest in Operation	APP ID #

None of the above producers have outstanding liability under any previous cash advance.

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

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

CONTINUE TO NEXT PAGE FOR SIGNATURE.

Joint & Several Liability Continuing Guarantee

JOINT & SEVERAL LIABILITY CONTINUING GUARANTEE PARTNERSHIP/CORPORATION/COOPERATIVE Cont'd



The Producer and all related parties meets all the requirements listed in the application for a cash advance from the CCGA under the Agricultural Marketing Programs Act (AMPA), and Advance Payments Program (APP) and neither the Producer or related parties is in Default under any prior repayment agreement under APP, SCAP OR ESCAP.

The Producer will fulfill all obligations as outlined in the application for a cash advance from the CCGA under the Agricultural Marketing Programs Act (AMPA) or the Advance Payments Program (APP).

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

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

This Agreement shall continue to be binding upon the undersigned Guarantor(s), their heirs, executors, Administrators, and assigns and shall remain in force and effective as against the Guarantors until such time as the Producer has repaid all amounts owing by it to CCGA and the Minister, on account of the Repayment Agreement or otherwise. The Guarantors agree that this Guarantee is a continuing guarantee. The Guarantors acknowledge that consideration has been given and agree that same may only be limited, upon giving written notice to CCGA, 400 - 1661 Portage Avenue, Winnipeg, Manitoba, R3J 3T7 of the Guarantor's intent to limit this guarantee.

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

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

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

IN WITNESS WHEREOF we, being all of the above-named Guarantors, hereunto set our hand(s).

Dated at ____

______the _____ day of ______, 20______

DO NOT USE CORPORATE SEALS ON THIS DOCUMENT

All individual members or partners must sign personally (do not include any company name or position held) and must have a non-relative sign as a witness.

If any of the Guarantors are a resident of Alberta a Barrister or Solicitor MUST witness this form as well as fill in and sign the attached Guarantee Acknowledgement Certificate(s).

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

Any personal information provided to Agriculture and Agri-Food Canada will be protected under the provisions of the *Privacy Act* and will be stored in Personal Information Bank AAFC-PPU-140.

Joint & Several Liability Continuing Guarantee

GUARANTOR CERTIFICATE



GUARANTOR(S)

I, being the sole shareholder or authorized officer of the Corporation named in section 1.2 of this Repayment Agreement, in consideration of an Advance being made to it by the Administrator, for the amount stated in Part 2 of this Repayment Agreement, for the 2017-2018 APP program year, do hereby agree to obtain a letter of guarantee to the Administrator from one of the following two sources (please select an option below):



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



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

The letter of guarantee must be in accordance with any applicable provincial laws in the province of operation of the Corporation, Cooperative or Partnership named in section 1.2 of this Repayment Agreement.

Print Shareholder/Authorized Officer Name

Guarantor Certificate

Signature of Shareholder or Authorized Officer



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

(For Residents of AB ONLY) ACKNOWLEDGEMENT OF GUARANTEE CERTIFICATE

6	PAGE	25

FOR RESIDENTS (OF ALBERTA ONLY			
	UARANTEE ACKNOWLEDGEMENT CERTIFIC/ SHAREHOLDER. PHOTOCOPY IF NEEDED FC			REHOLDER.
GUARANTEE AC	CNOWLEDGEMENT CERTIFICATE			
I HEREBY CERTIFY	THAT:			
1			, The Guarantor	in the Guarantee
	(the Producer)			
dated	made between Canadian Canola Growers	Association and		
	te is attached to or noted on, appeared in pe	rson before me and	acknowledged tha	t he/she had
executed the Guar	antee.			
2. I satisfied mysel understands it.	f by examination of the guarantor that he/she	is aware of the con	tents of the Guar	antee and
CERTIFIED by,	, Barrister	and Soliciter at the	<u>.</u>	
of	, in the Province o	f Alberta, this	day of	
STATEMENT OF G	UARANTOR			
I am the person I	named in this certificate.			
Signature of Guarantor				
	APPL			NTS OF ALBERTA ONLY ION OR COOPERATIVE.

(For SK Producers ONLY)
WAIVER OF EXEMPTION PROTECTION FOR SPECIFIC CHATTELS

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

SASKATCHEWAN FARM SECURITY

ALL PRODUCERS MUST SIGN THIS WAIVER

I,___

(The Producer)

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

All agricultural products of the producer, including after acquired agricultural products as defined in the repayment agreement between CCGA and the producer.

For the purpose of using the above noted chattel(s) to secure the following specific debt, the lesser of \$400,000.00 or the amount advanced by CCGA together with interest and costs, until such time as the above noted specific debt has been fully paid.

Dated this______ day of ______ , 20 _____.

Signature of Producer

ATTACH CORPORATE SEAL IF APPLICABLE

BUSINESS RISK MANAGEMENT PROGRAM PROCEEDS ASSIGNMENT AGREEMENT

Storable and Non-Storable Producer and Administrator Information

Agreement Dated this_____day of _____ , 20 ____.

Between_

(Individual/Partner/Corporation/Cooperative), (hereinafter referred to as the "Assignor") And Canadian Canola Growers Association (hereinafter referred to as the "Administrator").

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

Product #1	Product #2	Product #3	Product #4	Product #5	Product #6

Definitions and Assignment Agreement

- 1. Definitions and Interpretations:
 - "APP Electronic Delivery System" means the on-line system which electronically enables the submission of data relating to the delivery of the APP between AAFC and Administrators;

"Business Risk Management Program" or "BRM" Program refers to any program listed in the schedule of the Agricultural Marketing Programs Act, that can be used to secure an advance;

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

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

2. The Parties Hereto Agree That:

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

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

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

The Assignor allows the Administrator to retrieve and verify any information from AgriStability required to complete the Assignor's Advance.

Sealed, delivered and attested to by:

Name	Title of Producer (please print)	Signature of Producer
Name	Title of Producer (please print)	Signature of Producer
Name	Title of Producer (please print)	Signature of Producer
Name	Title of Producer (please print)	Signature of Producer

Name and Title of Administrator (please print)

Signature of Administrator

Any Personal information provided to Agriculture and Agri-Food Canada will be protected under the provisions of the *Privacy Act* and will be stored in Personal Information Bank AAFC- PPU-140



POST-HARVEST/FALL ADVANCE

By sending this form in promptly after harvest you may prevent crop insurance claim payments from being sent to CCGA unnecessarily. Submit this form no later than **December 31, 2017**, otherwise the advance will be repayable immediately. Advance rates are subject to change at any time during the program year. Visit www.ccga.ca or call 1-866-745-2256, option 1 to obtain the most recent advance rates.

List only those commodities for which you are applying for an advance.

CROP COMMODITIES

()				\$ Amount
	X		=	
()	X		=	
()	X		=	
()	X		=	
()	X		=	
()	X		=	
()	X		=	
()	X		=	
()	X		=	
TIES:			\$	
Paguastad by Producar		Λ	\$	
_		() X () X () X () X	() X () X () X TIES:	() X = () X = () X = () X =

Actual Honey

All producers having a pre-harvest honey advance must send in their Fall Advance Report to verify inventory on hand by December 31, 2017, otherwise their advance will be repayable immediately. Producers applying for the first time in the 2017/18 program year must submit their 2017 AgriStability Enrolment/Fee Notice and Proof of Inventory using 2 years of honey inventory valuations from their AgriStability Calculations of Benefits Package. Call CCGA at 1-866-745-2256, option 1 to determine the appropriate AgriStability adjusted rates for calculating your eligible advance. A copy of the producer's storage facility insurance is required.

Agricultural Product	Actual Production Quantity (lbs)	CCGA Advance Rate*	\$ Amount
HONEY		x	=
Actual Honey A	Advance Requested by Producer	В	\$
Actual Honey A	Advance Requested by Producer	D	¢

LIVESTOCK COMMODITIES

Post-Harvest/Fall Advance

All producers having a Spring Livestock Advance must send in their Fall Advance Report to verify stock still on hand by **December 31, 2017**, otherwise their advance will be repayable immediately. Producers applying for the first time in the 2017/18 production period MUST submit their 2017 AgriStability Program Enrolment/Fee Notice and Proof of Inventory using two years of Livestock Inventory Valuations from their AgriStability Reference Margin Summary. Call CCGA at 1-866-745-2256, option 1 for assistance in determining the appropriate AgriStability adjusted rates for calculating your eligible advance.

CONTINUE TO NEXT PAGE FOR SIGNATURE.

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POST-HARVEST/FALL ADVANCE CONTINUED

Livestock Type Example: Cattle Fee (400-700 lbs)	eder Calf	Continuous Flow Permanent Inventory for 12-month period Number of Head (eg. 100 head)	Number of Head to be advanced on		CCGA Advance Rate/head*	\$ Am	ount
				x		=	
				x		=	
				X		=	
						=	
				X		=	
TOTAL LIVESTOCK		ITIES'		X		= \$	
		nce Requested by Producer			С	\$	
• • • • • • • • • • • • • • • • • • • •	, 	•••••••	• • • • • • • • • • • • • • • • • • • •			• • • • • • • • • •	• • • • •
TOT	AL ADVA	ANCE (Maximum \$400,000)		A-	+B+C=	\$	
dicate your in	tentions	for Post-Harvest/Fall Advance	by selecting <u>one</u> of the	e follo	wing:		
		e first time under the 2017/18 pr	rogram:				
		ım eligible funds					
		only in the amount of				\$	
		to Post-Harvest/Fall: I funds requested (no funds will I	he issued)				
		im eligible funds	ue issueuj				
		nal funds only in the amount of				\$	
		ling Balances and Advances Issu	ied			Ŧ	
		outstanding advances with CCC				\$	
		years' outstanding APP advance		ization	IS	\$	
:	2017/2018	8 APP advances issued from any	other organizations			\$	
,	Outstand	ling defaulted advances				\$	
st any deduction	s taken wi	ithin the last 30 days by grain comp	anies, honey cooperatives	or dire	ct paymen	ts by pro	oduce
ain Company or direct	farmer payme	ints	Amour	nt			
ist any outstandi Iarvest/Fall Advan	-	not yet processed by crop insurance	e that would affect the sto	ored co	mmodities	on this F	Post-
ontract #		Amou	nt				
egal description (section-to	ownship-range) of land where the Ag	ricultural product(s) is/ar	e store	d/housed:		
		nation is true and accurate at the time	of completion and agree to	repay t	he Administ	rator	
ny difference where	applicable	2					
gnature of Producer		Name of Producer (Please pr	int) Date		APP ID:	ŧ	
		will become a part of your 2017/2018 (and Conditions of this Application & Re		ing all r	ules and reg	julations :	set
FOR	Advance	e Approved by Administration		A	INITIAL	DATE	
CCGA	Final Ins	stallment		Acct.	Rep.	DATE	
USE	CCGA #	ŧ		Q.A.	Rep.	DATE	
ONLY	Adminis	strator Signature			L	·	
	L	-					1
		_				Y	

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ADVANCE RATES FOR COMMODITIES

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Advance rates are effective April 1, 2017 but are subject to change during the applicable production period. Go to www.ccga.ca or call 1-866-745-2256 option 1 to obtain the most recent advance rates.

Field Crops	BC	AB (rates \$	SK /MT)	MB
Barley	77.60	77.60	77.60	77.60
Barley - Feed	77.60	77.60	77.60	77.60
Beans – Other Coloured	417.10	417.10	417.10	417.11
Beans – Pinto	395.76	395.76	395.76	395.51
Beans – White	373.45	373.45	373.45	373.45
Buckwheat	310.40	310.40	291.00	310.40
Camelina	192,46	192.46	192.46	192.46
Canaryseed	196.91	196.91	196.91	196.91
Canola	230.86	230.86	231.83	229.89
Carinata	198.85	198.85	198.85	198.85
Chickpeas - Desi	320.10	320.10	320.10	320.77
Chickpeas - Kabuli	373.45	373.45	373.45	374.34
Corn	87.83	87.83	87.83	87.83
Corn – Feed	87.30	87.30	87.30	87.30
Durum	111.55	111.55	111.55	111.55
Fababeans	92.15	92.15	92.15	92.15
Flax	215.34	215.34	218.25	226.01
Hemp Seed	748.84	748.84	748.84	748.84
Lentils	291.00	291.00	291.00	288.81
Millet - All varieties	106.92	106.92	106.92	106.92
Mustard	363.75	363.75	363.75	363.75
Oats	72.75	72.75	72.75	72.75
Oats – Feed	72.75	72.75	72.75	72.75
Peas – Dry	141.62	141.62	141.62	142.59
Rye	77.60	77.60	77.60	77.60
Soybeans	198.85	198.85	194.00	198.85
Sunflower - Non-Oil	320.77	320.77	320.77	320.77
Sunflower - Oil	256.618	256.618	256.618	256.618
Triticale	67.90	67.90	67.90	67.90
Wheat	106.70	106.70	106.70	106.70
Wheat - Feed	87.30	87.30	87.30	87.30
Winter Wheat	87.30	87.30	87.30	87.30

Field Crops	BC	AB (rates \$/	SK Ib)	MB
Coriander	0.1649	0.1649	0.1649	0.1649
Quinoa	0.3686	0.3686	0.3686	0.3686
Quinoa Organic	0.4850	0.4850	0.4850	0.4850
Sweeteners	BC	AB	SK	MB
		(rates \$/	lb)	
Honey	2.1243	0.6305	0.6305	0.6305
Forage Hay	BC	AB	SK	MB
		(rates \$/I	MT)	
Alfalfa	82.45	82.45	82.45	72.75
Нау	58.20	63.05	58.20	48.50
Timothy Hay* - Choice	58.20	58.20	58.20	48.50
Timothy Hay* - Premium	63.05	63.05	63.05	53.35
Timothy Hay* - Standard	67.90	67.90	67.90	58.20
Timothy Hay* - Supreme	72.75	72.75	72.75	63.05

Advance Rates for Commodities

Grass Seed	BC	AB	SK	MB
		(rates \$/	ílb)	
Alfalfa Seed	0.873	0.873	0.9215	0.9215
Meadow Brome Grass Seed	0.679	0.7275	0.679	0.679
Smooth Brome Grass Seed	0.6305	0.8245	0.6305	0.6305
Crested Wheat Grass Seed	0.485	0.679	0.485	0.485
Clover Seed - Alsike	0.5529	0.6305	0.5529	0.5529
Clover Seed - Single Cut Red	0.3686	0.388	0.3686	0.3686
Fescue Seed - Sheeps	0.679	0.679	0.679	0.679
Fescue Seed - Creeping Red	0.3395	0.3395	0.3395	0.3395
Annual Rye Grass Seed Common	0.1698	0.1698	0.1698	0.1698
Perennial Rye Grass Seed	0.2668	0.2668	0.2668	0.2668
Timothy Hay - Seed	0.2008	0.2008	0.2008	0.2008
Timotity Hay - Seeu	0.3000	0.4074	0.5060	0.3000
Livestock	BC	AB	SK	MB
		(rates \$/h	ead)	
Bison (650-750 lbs)	1283.31	1283.31	1283.31	1283.31
Bison (900-1050 lbs)	1711.8075	1711.8075	1711.8075	1711.807
Cattle (400-700 lbs)	552.1725	572.30	566.9650	562.8425
Cattle (700-900 lbs)	601.40	636.32	622.74	607.22
Cattle (900-1250 lbs)	719.4975	745.6875	748.1125	719.4975
Cattle (over 1250 lbs)	937.02	970.97	974.365	937.02
Cattle Organic (400-700 lbs)	971.6975	971.6975	971.6975	971.6975
Cattle Organic (700-900 lbs)	1061.665	1061.665	1061.665	1061.665
Cattle Organic (900-1250 lbs)	1251.30	1251.30	1251.30	1251.30
Cattle Organic (> 1250 lbs)	1629.60	1629.60	1629.60	1629.60
Cattle CF (400-700 lbs)	552.1725	572.30	566.9650	562.8425
Cattle CF (700-900 lbs)	601.40	636.32	622.74	607.22
Cattle CF (900-1250 lbs)	719.4975	745.6875	748.1125	719.4975
Cattle CF (> 1250 lbs)	937.02	970.97	974.365	937.02
Cattle CF Organic	557.0L	570.57	574.505	557.0L
(400-700 lbs)	971.6975	971.6975	971.6975	971.6975
Cattle CF Organic (700-900 lbs)	1061.665	1061.665	1061.665	1061.665
Cattle CF Organic	1001.005	1001.005	1001.005	1001.005
(900-1250 lbs)	1251.30	1251.30	1251.30	1251.30
Cattle CF Organic	4 6 9 9 6 9	1 6 0 0 6 0	1.000.00	4 6 9 9 6 9
(> 1250 lbs)	1629.60	1629.60	1629.60	1629.60
Hogs CF Weanlings	24.25	24.25	24.25	24.25
Hogs CF Feeder	33.465	33.465	33.465	33.465
Hogs CF Market	74.69	74.69	74.69	74.69
Goats (< 50 lbs)	40.9825	40.9825	40.9825	40.9825
Goats Kids (50-70 lbs)	72.5075	72.5075	72.5075	72.5075
Goats (over 70 lbs)	87.5425	87.5425	87.5425	87.5425
Lambs (45-60 lbs)	57.9575	57.9575	57.9575	57.9575
Lambs (61-79 lbs)	69.5975	69.5975	69.5975	69.5975
Lambs (80-109 lbs)	87.0575	87.0575	87.0575	87.0575
Lambs (over 110 lbs)	109.3675	109.3675	109.3675	109.3675
Sheep	57.9575	57.9575	57.9575	57.9575

*for export only CF = continuous flow

DECLARATION OF PRODUCER & REPAYMENT AGREEMENT

This agreement shall be governed by and interpreted in accordance with the laws of Manitoba. The Producer agrees that any action, proceeding, claim or other court activity arising from the enforcement or interpretation of this contract, if commenced by the Producer, must be commenced in the Province of Manitoba.

NOTE: Providing false or misleading information will result in an automatic default, with the loss of all benefits related to the Advance Payments Program.

I have read the Terms and Conditions of the Repayment Agreement (page 32-38) which are attached to and form part of this application and I agree to comply with such Terms and Conditions and program rules including repaying the advance plus interest and costs. I agree that the application, instructions, guarantee, priority agreement and all relevant attachments form part of this contract. I declare the information provided is true and accurate at the time of completion and agree to repay the administrator any difference, where applicable, as stated in this application. I agree to comply with all of the Terms and Conditions included in this APP Application and Repayment Agreement.

For Sole Producers and Personnel having Signing Authority with a Corporation or Cooperative:

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

For Applications pertaining to Partnerships (All Partners/Trustees/Members/Beneficiaries must sign if they have reached the age of majority.)

Signature of Shareholder/Partner/Beneficiary	Signature of Witness (must not be a relative)	Date
Name of Shareholder (please print)	Name of Witness (please print)	
Signature of Shareholder/Partner/Beneficiary	Signature of Witness (must not be a relative)	Date
Name of Shareholder (please print)	Name of Witness (please print)	
Signature of Shareholder/Partner/Beneficiary	Signature of Witness (must not be a relative)	Date
Name of Shareholder (please print)	Name of Witness (please print)	
Signature of Shareholder/Partner/Beneficiary	Signature of Witness (must not be a relative)	Date
Name of Shareholder (please print)	Name of Witness (please print)	

FOR CCGA USE ONLY

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

Signature of Administrator (authorized representative)

Date

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

1.0 Important Terms

- 1.1 "AAFC" means Agriculture and Agri-Food Canada.
- 1.2 "Administrator" means Canadian Canola Growers Association (CCGA).
- 1.3 "Terms & Conditions" means the content of the Terms and Conditions of this Application and Repayment Agreement.
- 1.4 "Repayment Agreement" means the completed Program Application, including these Terms and Conditions signed by the Producer and an authorized representative of the Administrator.
- 1.5 "AMPA" or "Act" means Agricultural Marketing Programs Act.
- 1.6 "Minister" means the Minister of Agriculture and Agri-Food Canada or any person authorized to act on his or her behalf.
- 1.7 "APP" means the Advance Payments Program, under the Act.
- 1.8 "SCAP" means the Spring Credit Advance Program.
- 1.9 "ESCAP" means the Enhanced Spring Credit Advance Program.
- 1.10 "Agricultural Products" means an animal or plant or a product, including any food or drink that is wholly or partly derived from an animal or plant, and includes all after acquired Agricultural Products of the Producer, or any proceeds therefore.
- 1.11 "Her Majesty" means Her Majesty the Queen in Right of Canada.
- 1.12 "Agricultural Product in Production" means a Storable Agricultural Product defined in the Terms and Conditions in this application that are not yet produced or are in the course of being produced, but once produced, can be stored for a period of time as to remain in good marketing condition until sold or disposed of.
- 1.13 "Agricultural Product in Post-Production" means a Storable Agricultural Product that has been produced and are now in storage for a period of time as to remain in good marketing condition until sold or disposed of.
- 1.14 "Livestock" means cattle, hogs, bison, sheep, lambs and goats.
- 1.15 "Advance on Agricultural Product in Production" means an Eligible Advance based on expected production of an eligible Storable Agricultural Product in Production as per Subsection 1.12.
- 1.16 "Advance on Agricultural Product in Post-Production" means an Eligible Advance based on the volume of eligible Agricultural Product that the Producer has in inventory.
- 1.17 "Advance on Livestock" means an eligible Advance based on inventory of an eligible livestock.
- 1.18 "Advance Rate on Agricultural Product in Production" means the rate of issuance applicable to Advances issued prior to September 1, 2017.
- 1.19 "Advance Rate on Agricultural Product in Post-Production" means the rate of issuance applicable to Advances issued on or after September 1, 2017 but before March 31, 2018.
- 1.20 "Advance Rate on Livestock" means the rate of issuance applicable to Advances issued prior to March 31, 2018.
- 1.21 "Eligible Advance" means the Advance the Producer is entitled to as calculated in the Application for an Advance Worksheet.
- 1.22 "Application for an Advance Worksheet" means the template used to calculate the Eligible Advance for the purposes of the APP.
- 1.23 "Final Production Insurance Agency Report" or "Seeded Acreage Report" means a Production Insurance Agency Report or a report of the same from AgriStability wherein the Producer identifies the amount of the Agricultural Product currently in production in order to calculate final entitlements for an Advance on Storable Agricultural Products pre-production.
- 1.24 "Post-Production Report" means the report wherein the Producer specifies the amount of Agricultural Product held in storage.
- 1.25 "Production Period" is the period that for winter cereal advances commences October 1, 2016 and terminates September 30, 2018; for advances on all other field crops, honey, hogs, goats, sheep and lambs commences April 1, 2017 and terminates September 30, 2018; and for advances on cattle, continuous flow cattle, and bison commences on April 1, 2017 and terminates on March 31, 2019.
 1.26 "Program Year" means and is used to manage limits as per the Act.
- 1.26 "Program Year" means 2017 and is used to manage limits as per the Act.
- 1.27 "Eligible BRM Program" means a program eligible to be used as security against an Advance pursuant to the regulations and includes AgriStability, CAIS, NISA, Production Insurance and a self-directed risk management program or any programs that may replace the aforementioned programs. For cattle and bison Advances, the Eligible BRM Program will only be used as security for defaulted Advances.
- 1.28 "Producer" means a Producer of an Agricultural Product who continuously owns the agricultural product, who is responsible for marketing it and either is or was producing it, as identified in the Repayment Agreement and who is:
 - (a) An individual who is a Canadian citizen or a permanent resident, of the age of majority of the province where the farming is carried on; or
 - (b) a corporation that is controlled by one or more of the persons or entities referred to in (a), (c) and (d), the applicant for whom must have attained the age of majority in the province where the farming is carried on and for whom guarantor(s) agrees in writing to be 100% liable, jointly and severally or solidarily liable, as the case may be, to the Administrator for the Producer's liability; or
 - (c) a cooperative, a majority of whose members are Canadian citizens or permanent residents, the applicant for whom must have attained the age of majority in the province where the farming is carried on and for whom guarantor(s) agrees in writing to be 100% liable, jointly and severally or solidarily liable, as the case may be, to the Administrator for the Producer's liability; or
 - (d) a partnership or other association of persons where partners or members who are Canadian citizens or permanent residents are entitled to at least 50% of the profits of the partnership or association, for whom guarantor(s) agrees in writing to be 100% liable, jointly and severally or solidarily liable, as the case may be, to the Administrator for the Producer's liability.
- 1.29 "BRM Program Coverage Report" means a report from the Agency responsible for the administration of the BRM Program used as security, wherein the Producer identified the amount of security available under the BRM Program.
- 1.30 "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.
- 1.31 "Continuous Flow Operation" means a farming operation where Livestock that are sold are constantly replaced by new ones so that the number of head of Livestock in inventory remains constant and sufficient to support the outstanding balance.
- 1.32 "Proof of Sale" means documentation confirming the sale of agricultural product that is provided, or verified, by a third party. Acceptable Proof of Sale must be in accordance with Section 3.0 of these Terms & Conditions and must include the following information: date of sale; name of seller that matches the name of the Producer that received the Advance; name of buyer; type and quantity of agricultural product; and monies received for the applicable agricultural product.

2.0 Issuance of the Advance

- 2.1 Issuance of the Advance Field Crops & Honey
- 2.1.1 The Administrator shall make an installment of 60% of the estimated Eligible Advance on a Storable Agricultural Product In

production calculated in accordance with the Worksheet and using the Advance Rate on Storable Agricultural Products - In production, upon the execution of this Repayment Agreement by the Administrator. The Producer must have sufficient production insurance and/or AgriStability coverage related to the Agricultural Product to justify the Eligible Advance in accordance with the Worksheet and using the Advance Rate on Storable Agricultural Products - In Production.

- 2.1.2 By July 31, 2017, Producers securing the Advance with production insurance shall provide a copy of a verified Seeded Acreage Report/ Statement of Crop Insurance & Invoice, confirming the actual acres planted or other current production as applicable, otherwise be declared in Default. For Producers using another eligible BRM Program (AgriStability) as security the Producer must provide a signed declaration confirming acres planted as applicable and consent to an inspection at the discretion of the Administrator or otherwise be declared in Default. Honey producers must provide a copy of their storage facility insurance.
- 2.1.3 Based on the information contained in the documents required in Subsection 2.1.2, as applicable, the Administrator shall recalculate the Eligible Advance in accordance with the Application for an Advance Worksheet, and issue a second installment to the Producer equal to the recalculated Eligible Advance less the installment referred to in Section 2.1.1, and any other Advance under the APP from any Administrator.
- 2.1.4 Should the Eligible Advance as calculated in 2.1.3 be insufficient, through no fault of the Producer, to justify the outstanding Advance to the Producer, the Administrator shall notify the Producer that he/she has thirty (30) calendar days to repay the part of the outstanding amount of the Advance that exceeds the Eligible Advance by more than ten thousand dollars (\$10,000.00) or ten percent (10%), whichever is greater or, if eligible, make an application for an Advance on another commodity and have the proceeds applied to the deficit, failing which, the Producer will be declared in Default.
- 2.1.5 Where applicable, the Administrator shall issue an Advance on a Storable Agricultural Product Post-Production calculated in accordance with the Application for an Advance Worksheet and using the Advance Rate specific to that Storable Agricultural Product Post-Production. The Producer must have sufficient Agricultural Product in storage to justify the Eligible Advance or will be declared in Default.
- 2.1.6 Where an Advance on a Storable Agricultural Product In Production is outstanding under the APP, the Producer must submit a Post-Production Report on or before December 31, 2017, otherwise be declared in Default.
- 2.1.7 Should the Post-Production Report demonstrate, through no fault of the Producer, that the Agricultural Product in storage is not sufficient to justify the Advance issued to the Producer based upon the Advance rate at issuance, the Administrator shall notify the Producer that the Producer has thirty (30) calendar days to repay the part of the outstanding amount of the Advance that exceeds the Eligible Advance, failing which, the Producer will be declared in Default.
- 2.1.8 Any Advance on all eligible Agricultural Products or any installment on such Advance shall be issued as per the dates specified in Subsections 1.18, 1.19 and 1.25 inclusive, as applicable.
- 2.2 Issuance of the Advance Livestock
- 2.2.1 The Administrator shall make an installment of the eligible Advance on livestock as stated on the Advance requested by the Producer and using the Advance Rate on the Livestock, upon the execution of this Repayment Agreement by the Administrator. The Producer must provide a BRM Program Coverage Report demonstrating participation in an eligible BRM Program.
- 2.2.2 Through no fault of the Producer, should the value of the Agricultural Product, not be sufficient to justify the outstanding Advance, the Administrator shall notify the producer that they have thirty (30) calendar days to repay the part of the outstanding amount of the Advance that exceeds the reduced coverage amount. Failing this, the producer will be declared in default.
- 2.2.3 Any Advance on all eligible livestock or any installment on such an Advance shall be issued as per the date specified in subsection 1.20 and 1.25 of these Terms and Conditions.

3.0 Repayment of the Advance

3.1 Repayment of the Advance - Field Crops & Honey

- 3.1.1 The Producer shall repay the amount of the advance as specified in this Repayment Agreement to the Administrator as the Agricultural Products listed on the Advance are sold, and, within the earlier of thirty (30) calendar days of receipt of payment and sixty (60) calendar days of delivery to the buyer but no later than the end of the applicable Production Period. The minimum repayment amount is calculated by multiplying the Advance Rate in effect at the time the advance was issued by the number of Production Units sold. Repayment can be made with one, or a combination, of the following:
 - a) where the Producer sells Agricultural Product for which the advance was made to a buyer and requests that the buyer remit a repayment to the Administrator by withholding from any amount they pay to the Producer for each unit of Agricultural Product, until all the advances made to the Producer and the interest payable by the Producer on those advances are repaid. The producer shall remain liable to the Administrator for repayment of any part of the advance where the buyer has failed to remit to the Administrator that part of the advance withheld by it pursuant to its Agreement with the Administrator.
 - b) where the Producer sells or disposes of Agricultural Product for which the advance was made and pays directly to the Administrator for each unit of Agricultural Product, until all the advances made to the Producer and the interest payable by the Producer on those advances are repaid.
 - c) where the Producer has assigned, or otherwise agreed to transfer, by way of the Repayment Agreement, potential payments from one or more BRM Programs, to the Administrator, the Producer agrees that these payments must be used to repay the amount of outstanding advance minus the value of remaining Agricultural Product directly by the BRM Administrator or within five (5) calendar days of receipt of such amounts by the Producer. The Administrator will reimburse any amount received from a BRM Program in excess of the outstanding advance to the Producer within seven (7) calendar days of receipt of the payment.
- 3.1.2 The Producer is required to provide proof of sale documentation no later than the end of the Production Period; however, proof of sale documentation is not required for field crops and honey repayments made from the beginning of the Production Period to January 31, 2018.

3.2 Repayment of the Advance - Livestock (Non-Continuous Flow and Continuous Flow)

3.2.1 Non-Continuous Flow Livestock advance amounts, as specified in this Repayment Agreement, are required to be repaid directly to the Administrator as the Agricultural Products listed on the Advance are sold and within the earlier of thirty (30) calendar days of receipt of payment and within sixty (60) calendar days of delivery to the buyer, but no later than the end of the applicable Production Period. The minimum repayment amount is calculated by multiplying the Advance Rate in effect at the time the advance was issued by the number of Production Units sold. Repayments are required until all the advances made to the Producer and the interest payable by the Producer on those advances are repaid.

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- 3.2.2 Continuous Flow Livestock advance amounts, as specified in this Repayment Agreement, are required to be repaid within the twelve (12) month period from the date the advance was issued and cannot extend beyond the end of the applicable Production Period, by paying directly to the Administrator, for each unit of Agricultural Product sold, an amount at at least the Advance Rate in effect at the time the advance was issued, until all the advances made to the Producer and the interest payable by the Producer on those advances are repaid.
 3.2.3 Where an Agricultural Product in respect of which the Livestock advance is made is sold or disposed of, the Producer is required to
- provide proof of sale or disposal documentation no later than the end of the applicable Production Period.
- 3.3 Repayment of the Advance General
- 3.3.1 This section applies to Field Crop and Honey Advances and Livestock Advances, as referenced respectively in 3.1 and 3.2 above. In addition to those mandatory payments and requirements, the Producer may choose to repay the advance:
 - a) by making a repayment without proof of sale of \$10,000 or ten percent (10%) of the total amount of the advance, whichever is greater. If the Producer chooses to repay an amount in excess of such amounts without proof of sale of the Agricultural Product, the Producer will be charged an interest penalty at the rate of CIBC Prime plus o%, on the excess amount from the date the advance was issued to the date of the repayment, and the Producer agrees to repay all interest related to repayments without proof of sale by the end of the applicable Production Period. Failure to repay such amounts will result in the account being placed in Default.
 - b) by assigning to the Administrator amounts payable under a listed BRM Program or by paying directly to the Administrator any amount received by the Producer under an eligible BRM Program before the end of the applicable Production Period.
 - c) by paying directly to the Administrator any amount received by the Producer, not exceeding the proceeds evidenced by proof of sale, or disposal, where applicable.
 - d) by making a repayment without proof of sale or disposal if the Administrator is satisfied through inspection or third party verification, that the Agricultural Product in respect of which the advance was made, has not been disposed of by the Producer at the time of the repayment. Inspection or verification, as applicable, is required to be provided in advance of the repayment and all costs are the responsibility of the Producer.
- 3.3.2 This section applies to Field Crop & Honey Advances and Livestock Advances, as referenced respectively in 3.1 and 3.2 above. If a Producer, that is an individual, dies or is declared legally incapable of making decisions, no penalty for failing to provide proof of sale for an Agricultural Product will be imposed under the Repayment Agreement if repayment is made on behalf of that Producer.

4.0 Security Interests

- 4.1 The Producer agrees to grant a security interest in the Producer's Agricultural Product, and on any subsequent Agricultural Products of the same nature produced by the Producer, as collateral in the amount of the Eligible Advance until the full repayment of the Producer's liability under Sections 22 and 23 of the AMPA. The Producer further agrees that the Administrator's interest shall rank prior to the interest of any other creditor or security holder and confirms that the Producer has obtained signed priority agreements from all entities who have or may be entitled to have an interest in the Agricultural Product(s) ranking ahead of the Administrator. The Producer also agrees that upon Default, the Administrator has the right to seize the Producer's Agricultural Product(s) and any subsequent Agricultural Product wherever situated and sell the Agricultural Product as it sees fit in order to realize upon any amount outstanding under this Repayment Agreement including interest and any legal costs and apply the proceeds against the Producer's liability (as defined in 5.3) until fully repaid.
- 4.2 To further secure the repayment, the Producer has irrevocably assigned the Producer's BRM Program repayments to the Administrator to secure repayment of all monies owing by the Producer to the Administrator as defined in 5.3 until fully repaid. The Producer acknowledges that all BRM Program repayments will be paid automatically to the Administrator until payment in full (as defined in 5.3) is received. The Producer further agrees that the Producer has obtained all signed priority agreements such that the Administrator's interest in the BRM Program payments shall rank prior to the interest of any other creditor or security holder. If the advance is for Agricultural Products that have not been produced or are in the process of being produced, the producer agrees to grant a security interest on the proceeds of a program listed in the Schedule as collateral to the Administrator in the amount of the advance plus interest and costs as provided in this Agreement.
- 4.3 Should the Producer suffer a loss prior to the reseeding deadlines in the province of operation, the Producer agrees to reseed in order to ensure that they continue to qualify for a full production insurance indemnity should additional losses be suffered; otherwise, the Producer will repay any unsecured amount of the advance within twenty (20) calendar days of the reseeding deadline, failing this the producer will be declared in Default.
- 4.4 For a Continuous Flow Advance, the level of inventory on which the advance was calculated must be the minimum inventory maintained throughout the Advance Cycle.

5.0 Default

- 5.1 The Producer is in Default if the Producer:
 - a) has not met all of the Producer's obligations under the Repayment Agreement by the end of the Production Period;
 - b) files a notice of intention to make a proposal or makes a proposal under the *Bankruptcy and Insolvency Act*, is subject to a receiving order under that Act, becomes bankrupt or seeks protection under any other insolvency or bankruptcy related statute; or
 - c) is otherwise declared in Default by the Administrator in accordance with this Repayment Agreement.
- 5.2 The Administrator shall declare a Producer in Default and immediately inform the Producer of the same, if the Producer: a) has not met any of the obligations under the Repayment Agreement within thirty (30) calendar days after the day on which the Administrator mails or delivers a notice to the Producer stating that the Producer has had, in the opinion of the Administrator, adequate opportunity to meet the obligation, and requesting that the Producer meet it;
 - b) at any time breaches irremediably any substantial obligation under the Repayment Agreement; or
 - c) provides false or misleading information to the Administrator for the purpose of obtaining a guaranteed advance, or evading compliance with an undertaking to repay it.
- 5.3 Upon Default, the Producer is liable to the Administrator for:
 - a) the amount of the advance outstanding;
 - b) the interest on the outstanding advance from the date of the original advance, at the default rate of interest specified in Subsection 6.2 of these Terms and Conditions; and
 - c) costs incurred by the Administrator to recover the outstanding amount (a \$25 Default Fee is applied immediately upon default and a standard rate of 5% will be applied to the outstanding balance as of 45 calendar days after default) and interest, including legal costs approved by the Minister.



- 5.4 If the Producer is declared in Default and the Minister makes payment under the guarantee, the Minister is subrogated to all rights of the Administrator against the Defaulted Producer and against any other persons liable under this Repayment Agreement. The Producer is liable to the Minister for the amounts stated in Subsection 5.3.
- 5.5 Where applicable, the Producer agrees that if the Producer resides in a province where the legislation allows for the extension of the limitation period, to extend the limitation period and to take any necessary steps as determined by the Administrator to ensure that the limitation period for seeking a remedial order for claims arising from this Agreement shall be extended from the date the Administrator knew, or in the circumstances, ought to have known, of the claim. Where possible according to the provincial legislation, the applicant further agrees that the extended limitation period should be of six years.
- 5.6 If the Producer defaults during the current APP Program Year and subsequently repays the defaulted amount, in full, during the current APP Program Year, they will not be eligible to receive additional advance funds during the remainder of the current APP Program Year. In the instance of a Producer's first default, they will not be eligible for any new advance for up to 12 months from the date all defaulted advances are paid in full. If the Producer has defaulted advances are paid in full. If the Producer has defaulted advances are paid in full. If the Producer has defaulted advances are paid in full. If the eligible for any new advance for 12 months from the date all defaulted advances are paid in full. If the eligible for any new advance for 12 months from the date all defaulted advances are paid in full. If the producer has defaulted advances are paid in full. If the Producer has defaulted advances are paid in full. If the advances are paid in full. If the producer has defaulted advances are paid in full. If the producer has defaulted advances are paid in full. If the producer has defaulted advances are paid in full. If the producer has defaulted advances are paid in full.
- 5.7 The Producer agrees to assign to the Administrator amounts payable to the Producer under an eligible BRM Program as identified in the BRM assignment of this application for the repayment of the amount of the eligible advance plus interest costs provided for in this Repayment Agreement. Livestock assignments will be registered only when the Producer becomes in default.

6.0 Interest Rate

- 6.1 The interest payable by the Producer during the Production Period while in compliance with AMPA and this Repayment Agreement will be:
 - a) 0% on the amount of the advance designated as interest free;
 - b) CIBC Prime rate on the amount of the advance designated as interest bearing, calculated daily and compounded monthly;
 - c) CIBC Prime rate plus 0% on repayments without proof of sale in excess of the greater of \$10,000 or ten percent (10%) of the total amount of the advance, calculated daily and compounded monthly; and
 - d) CIBC Prime rate plus 0% on repayments submitted outside the proof of sale deadlines detailed in paragraph 3.1 and 3.2 calculated daily and compounded monthly.
- 6.2 In the event that the Producer is declared in Default, the interest payable by the Producer will be:
 - a) CIBC Prime rate plus 1% on the amount of the outstanding balance from the date the advance was cashed to the date the Producer was declared in Default, calculated daily and compounded monthly.
 - b) CIBC Prime rate plus 3% on the amount of the outstanding Producer's liability from the date of Default until the advance, interest and all costs of collection are repaid in full, calculated daily and compounded monthly.

7.0 General Provisions

- 7.1 The Producer is aware that a recalculation of the advance will occur in the fall based upon current market prices which could result in a repayment being owed within thirty (30) calendar days or a reduction in the amount of the subsequent portion of the advance.
- 7.2 The Production Period for Agricultural Products commences on October 1, 2016 and terminates September 30, 2018 for winter cereals; commences on April 1, 2017 and terminates on September 30, 2018 for all other field crops, honey, hogs, goats, sheep and lambs; and commences on April 1, 2017 and terminates March 31, 2019 for continuous flow cattle, cattle and bison.
- 7.3 The advance referred to in Sections 1.15 and 1.16 of these Terms and Conditions is deemed to have been received on that portion of the Producer's Agricultural Product first sold. The Producer shall not dispose of any other part of this Agricultural Product, in any manner, before disposing of that portion of the Agricultural Product for which the Advance was received.
- 7.4 This Repayment Agreement shall commence upon approval and execution of this Agreement by the Administrator, and shall terminate upon repayment of all amounts provided for in this Agreement.
- 7.5 The Administrator or its authorized agent has the right to inspect the Agricultural Product and perform a credit check on the Producer or any of the Producer's Partners/Shareholders/Members at any time during the term of this Agreement.
- 7.6 The Producer shall give immediate notice to the Administrator of any material loss, destruction or damage to the Agricultural Product.
- 7.7 If the Agricultural Product or a portion of the Agricultural Product for which an Advance was made ceases to be in marketable condition, through no fault of the Producer, the Producer shall immediately inform the Administrator and the Producer becomes liable to the Administrator for the portion of the guarantee of the Advance, together with interest on it from the date of the Advance, that is attributable to the unmarketable portion of the Agricultural Product.
- 7.8 The Producer shall respect the terms of the BRM Program used as security and shall ensure that any payments from the BRM Program related to the Agricultural Product are forwarded to the Administrator up to the extent of the Eligible Advance, and the Producer must notify the Administrator if further requests for an assignment of the BRM Program proceeds are made, granted or registered.
- 7.9 This Repayment Agreement shall be interpreted in accordance with the laws of the Province of Manitoba, Canada.
- 7.10 If production insurance is being used, the Producer shall have insurance on the entire Agricultural Product for which the Advance was made, to the full extent of the Advance, for all insurable perils, until the Producer's liability is repaid or it becomes a stored product. The Producer further agrees that any payout of this insurance will first be used to repay any outstanding Advance.
- 7.11 Whenever the singular or masculine is used throughout this Repayment Agreement, it shall be construed as including the plural, feminine or neuter whenever the context and/or the parties hereto require.
- 7.12 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.
- 7.13 This Repayment Agreement shall not terminate by reason of death or disability of the Producer, but shall continue to be binding upon personal representatives to execute any instruments that may be necessary or proper to carry out the purpose and intent of this Agreement.
- 7.14 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 the Producer being declared in Default if the Advance has been issued.

7.15 For the purposes of giving effect to any of the Producer's undertakings under the Repayment Agreement, notably concerning the priority agreement, the security and assignment of rights, the Producer shall make, execute and deliver to the Administrator any documents or agreements as the Administrator may reasonably request, including security agreements, assignments and financing statements.

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- 7.16 All parties herein agree that should there be any discrepancies between this agreement and the AMPA and its regulations, the AMPA and its regulations will supersede this Agreement.
- 7.17 No Amendment to this Agreement which may result in the reduction of the value of the security pursuant to Section 4.0 of these Terms and Conditions, other than an amendment to correct a clerical or mathematical error, shall be made without written permission of the Minister, except under the following circumstances:
 - a) the value of the produced Agricultural Product has decreased through no fault of the Producer to the extent that it has made it more beneficial to feed the Agricultural Product to the Producer's animals than to sell it;
 - b) the cost of feed has increased to the point where it is more beneficial to feed the Agricultural Product to the Producer's animals than to purchase feed.
- 7.18 Unless authorized by the Minister, any amendment to the Repayment Agreement as per subsection 7.17 of these Terms and Conditions will not be retroactive and will come into force on the day that the amendment is signed and will substantially conform with the APP Administrator's amendment of the Repayment Agreement. The parties recognize that any interest benefit received as a result of paragraph 6.1 a) of these Terms and Conditions before the coming into force of the amendment does not need to be reimbursed.
- 7.19 It is agreed that all pages of this application form part of the Terms and Conditions of the Repayment Agreement including the Administration Fees.
- 7.20 Where the Administrator determines that the Producer is insolvent, bankrupt, or has recently filed a notice of intention to make a proposal or has made a proposal under the *Bankruptcy and Insolvency Act* or is seeking protection under any other insolvency or bankruptcy related statute such as *Companies' Creditors Arrangement Act* and the *Farm Debt Mediation Act*, the Producer's application must be rejected.
- 7.21 This agreement may be executed in two or more counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same agreement. A counterpart signed by one party hereto and transmitted by facsimile shall have the same effect as a counterpart originally signed by such party.

DECLARATION OF PRODUCER & REPAYMENT AGREEMENT

- 1) I am applying as an individual or, on behalf of the Partnership/Corporation/Cooperative for which I represent, and have authority to make an application for an Advance payment pursuant to the Advance Payments Program (APP).
- I am, or at least one of the Partners/Shareholders/Members/Guarantors/Beneficiaries is of the age of majority, and I/the majority of the 2) Members/Partners/Shareholders am/are a Canadian Citizen or a permanent resident and will provide proof of those.
- 3) I am, or at least one of the Partners/Shareholders/Members/Guarantors/Beneficiaries is the Producer of the Agricultural Product for which this application is made, or I am, or one of the Partners/Shareholders/Members/Guarantors/Beneficiaries, as the case may be, is entitled to the Agricultural Product as Landlord, Vendor, Mortgagee or Hypothecary Creditor.
- 4) No other person has an interest in the Agricultural Product with respect to which this Application is made, and the Agricultural Product will be sold in my name or the name of the Partnership/Corporation/Cooperative for which I represent. I am/we are the owner(s) of and am/are responsible for marketing the Agricultural Products pledged in this Application.
- 5) I am not required by the Income Tax Act to report income from other farming operations or other corporations carrying on a farm business, other than the one named in this Application and Repayment Agreement, otherwise I have listed on the Applicant's Declaration all other farming operations and corporations carrying on farm operations in which I have an interest.
- 6) For the purposes of applying as a Partnership/Corporation/Cooperative, all Partners/Shareholders/Members who have an interest in the entity are listed in this Application on the Joint & Several Liability Form.
- Neither I, nor any of the farming operations listed on the Producer's Declaration Form, the Partnership/Corporation/Cooperative or any of the 7) Partners/Shareholders/Members listed in this Application, 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), New Advance Payments Program (NAPP), Advance Payments Program (APP) or the Agricultural Marketing Programs Act (AMPA).
- 8) I am, or the Partnership/Corporation/Cooperative that I represent, is not ineligible under an Advance guarantee agreement made pursuant to AMPA/SCAP/ESCAP.
- 9) I, or the Partnership/Corporation/Cooperative that I represent, as the case may be, am requesting an Advance on a Storable Agricultural Product or a Non-Storable Agricultural Product (including livestock), and have made an application for production insurance and/or am participating in the AgriStability program as outlined in this Application and Repayment Agreement.
- 10)I, or the Partnership/Corporation/Cooperative that I represent, and who is/are requesting an Advance on a Storable Agricultural Product in Post Production, have sufficient Agricultural Product in storage to justify the amount advanced in this Application and Repayment Agreement.
- 11) Except in the case of Emergency Advances for "severe economic hardship", I declare having submitted the duly completed priority agreements required for every secured creditor that has an assignment on the proceeds of crop insurance and/or AgriStability used to secure the Advance, as applicable, and/or holds a lien or encumbrance on the Agricultural Products listed in this Application and Repayment Agreement.
- 12) The only Secured Parties or entities entitled to security by advancing agricultural inputs on the Agricultural Products are those stated on this Application.
- 13) I agree that a credit check and an inspection of the Agricultural Products may be performed at any time while an Application is pending or the Advance is outstanding.
- 14) I acknowledge that, in the event of a Default, I may, or the Partnership/Corporation/Cooperative or its shareholders/members/partners may be denied access to other federal agricultural support programming or, alternatively the Minister of Agriculture and Agri-Food Canada reserves the right to off-set from such support a sum equal to the outstanding amount and related interest charges and recovery costs.
- 15) I, or the Partners/Shareholders/Members/Guarantors/Beneficiaries declare that this Application is consistent with the purpose of the APP. 16) I, or the Partners/Shareholders/Members /Guarantors/Beneficiaries certify that all of the information provided in this Application is true and correct in every respect.
- 17) I, or the Partners/Shareholders/Members/Guarantors/Beneficiaries understand that failing to comply with Application requirements may delay the processing of the Application or may render me or the Partnership/Corporation/Cooperative that I represent, ineligible for receiving an Advance under the Program.
- 18) I/We 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 and to take any necessary steps as determined by the Administrator to ensure that the limitation period for seeking a remedial order for claims arising from this application shall be extended from the date the Administrator knew, or in the circumstances, ought to have known, of the claim. Where possible according to the provincial legislation, I/We further agree that the extended limitation period should be of six years.
- 19) I, or the Partners/Shareholders/Members authorize Canadian Canola Growers Association and AAFC to collect the information contained in, with, or pursuant to this Application and Repayment Agreement. The information on this form is collected under the authority of section 10 of the Agriculture Marketing Programs Act. Any personal information provided by the Administrator to Agriculture and Agri-Food Canada (AAFC) will be used to administer the APP in accordance with the Privacy Act. The information may also be used for statistical or evaluation purposes. Individuals have the right to request access and correction to their personal information. Should you have any questions concerning your Privacy, please contact: Agriculture and Agri-Food Canada's Access to Information and Privacy Director, Floor 10, 1341 Baseline Road, Tower 7, Ottawa ON K1A oC5 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.
- 20) I authorize Canadian Canola Growers Association and AAFC to convey the information contained in this Application and Repayment Agreement, as well as associated documentation, both personal and otherwise, to the Federal and Provincial Governments and their agencies; and the Lender (CIBC) for the purposes of verifying APP entitlements, verification, assignment and realization of security. organizations administering the APP, for the purposes of verifying benefits under the APP.
- 21) I consent to the right of the Minister of AAFC to contact me/us for purposes of evaluating AMPA.
- 22) If I am a current or former public office holder, public servant or Member of the House of Commons, I am not prohibited to derive benefits from the APP under any applicable federal conflict of interest or ethical principles, and I am in compliance with applicable federal conflict of interest or

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Declaration of Producer & Repayment Agreement



ethical principles, rules and obligations.

- 23) I acknowledge that, in cases where the applicant is declared in Default and the Minister makes payment under the guarantee, the Minister is, subrogated to the Administrator's Rights against the applicant in Default and against persons who may be personally liable under this Repayment Agreement.
- 24)In the event that funding levels to the Department of Agriculture and Agri-Food Canada are changed by Parliament due to extraordinary circumstances, the Minister reserves the right to terminate interest payments under the agreement. The Administrator shall provide, in writing, 60 calendar days notice to the Producer of the intended termination date of the interest free provision. The Producer will be responsible to the Administrator for any subsequent interest associated with the agreement irrespective of the stated program guidelines or overall objective of this Agreement.
- 25) That in order to determine my/our financial situation, I/we authorize CCGA or its Credit Bureau, from my/our suppliers or from other financial institutions and from references I/we have provided in this Agreement. I/We authorize the information provided in this Agreement may be given to my/our supplier or financial institutions to whom I/we do business with. If I/we have given CCGA my/our personal information, CCGA may treat it as information to be used as an aid to identify me/us with the credit bureau and other parties. We agree to the collection and release of information by CCGA at their discretion and waive our rights under the PIPED Act.
- 26)I can confirm that there have been no changes to the Producer's structure since the previous filing of the Applicant's Declaration, if applicable.
- 27) I agree to maintain and to keep the Agricultural Products in marketable quality and adequately stored. If the stored Agricultural Products become unmarketable, I agree to notify CCGA and repay the Advance within thirty (30) calendar days. In the case of Non-Storable Agricultural Products, I agree to maintain them in marketable form until disposed of.
- 28) I, or the Partners/Shareholders/Members/Guarantors/Beneficiaries, 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; I/we are not subject to a receiving order under that Act; I/we are not bankrupt or seeking protection under any other insolvency or bankruptcy related statutes such as the Companies' Creditors Arrangement Act and the Farm Debt Mediation Act.
- 29) I authorize Canadian Canola Growers Association and AAFC and organizations administering BRM Programs to convey the information contained in this Application and Repayment Agreement, as well as associated documentation, both personal and otherwise, to other
- 30) That Canadian Canola Growers Association, on behalf of Agriculture and Agri-Food Canada, may deposit a copy of this Application with the applicant's provincial production insurance agency and effective upon such deposit, the applicant will be deemed to have transferred and assigned to Canadian Canola Growers Association all of the applicant's indemnities otherwise payable to the applicant under the applicant's contract(s) of insurance with such agency for all current crops up to the amount of the Advance, plus interest and costs, and any such payments can be made payable only to the Canadian Canola Growers Association.
- 31) I acknowledge that the CCGA, on behalf of the federal government, may register an assignment with the provincial production insurance agency without further notice, giving the Canadian Canola Growers Association priority on any production insurance payouts up to the amount owing on the Advance, plus any interest.
- 32) I acknowledge that the CCGA, or the Federal Government, may register an assignment on BRM Program payments giving the Canadian Canola Growers Association priority on any BRM Program payments up to the amount owing on the Advance, plus any interest.
- 33) I, the Producer, declare that if I suffer a loss prior to the reseeding deadlines in the province in which I operate, I agree to reseed in order to ensure that I continue to qualify for a full production insurance indemnity should additional losses be suffered; otherwise, I will repay any unsecured amount of the Advance within twenty (20) calendar days of the reseeding deadline. Failing to do this, the Producer will be declared in Default.
- 34) I acknowledge that if I am using Agristability as security on my Advance, that I will report any changes to my reference margin or program coverage to CCGA immediately.
- 35) Authorization to Collect and Disclose Information Provincial Crop Insurance/AgriStability/Global Ag Risk Solutions may disclose my information, including personal information within the meaning of The Freedom of Information and Protection of Privacy Act, to CCGA and AAFC for the purpose of AAFC's Advance Payments Program. The information collected may include, but is not limited to, crop insurance information, AgriStability information, Global Ag Risk Solutions information, and income and expenses related to my business or farming operation.
 - a) Provincial Crop Insurance/AgriStability/Global Ag Risk Solutions may collect my information, including personal information within the meaning of The Freedom of Information and Protection of Privacy Act, from CCGA and AAFC for the purpose of AAFC's Advance Payments Program.
 - b) AAFC and CCGA may use this information to verify and assess the Application and Repayment Agreement, as well as to administer, audit, analyze, and evaluate the Advance Payments Program as determined by AAFC or CCGA.
 - c) I acknowledge that Provincial Crop Insurance/AgriStability/Global Ag Risk Solutions may also collect and disclose corporate information for these purposes.

NOTES
Notes

CHECK THE LIST AND AVOID COSTLY DELAYS IN HAVING YOUR APPLICATION PROCESSED IN A TIMELY MANNER.

Use the check list on pages 5-8 of this application to ensure you've completed everything that is needed, including submitting all supporting documentation and signing all the appropriate forms.

If you have any questions about how to complete any part of this application, please call **1-866-745-2256, option 1**. A CCGA customer service representative will be happy to answer any questions you might have.

WWW.CCGA.CA

Please read dates before completing this application.

The table below outlines **important deadlines** for subsequent 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 CCGA on your behalf, it is your responsibility to ensure that information is received in our office on time.

October 1, 2016	2017/18 Winter Cereal Advances available
April 1, 2017	2017/18 advances available for all commodities
June 20, 2017	Last date to apply for an Intended Seeding Advance and an Intended Honey Production Advance
July 31, 2017	Last date to transfer an Intended Seeding Advance to Actual Seeded Advance or an Intended Honey Production Advance to an Anticipated Honey Production Advance
Dec 31, 2017	Last date to: a) transfer an Actual Seeded Advance to a Post-Harvest Advance; b) transfer an Anticipated Honey Production Advance to an Actual Honey Production Advance, c) transfer a Spring Livestock Advance to a Fall Livestock Advance, or d) to repay an Actual Seeded Advance, an Anticipated Honey Advance or a Spring Livestock Advance without transfer
January 31, 2018	Last day to make crop advance repayments without providing Proof of Sale Documentation
March 1, 2018	Last date to apply for 2017/18 Post-Harvest Advance, an Actual Honey Production Advance, or a 2017/18 Fall Livestock Advance
Sept 30, 2018	Last date to repay 2017/18 Advance for field crops, honey, goats, sheep or lambs.
March 31, 2019	Last date to repay 2017/18 cattle, continuous flow cattle or bison advance
	Advances for continuous flow cattle and hogs must be repaid within 12 months of the advance issue date or the end of the production period, whichever is earlier. The end of the production period for hogs is September 30, 2018 and for cattle is March 31, 2019.

Canadian Canola Growers Association 400-1661 Portage Avenue, Winnipeg, Manitoba R3J 3T7 Toll-free: 1-866-745-2256, option 1, Fax: 1-204-788-0039 E-mail applications: applications@ccga.ca

