BCBFA BC Breeder & Feeder Association

Advance Payments Program Application

2026 APPLICATION AND REPAYMENT AGREEMENT

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)

Cash advances are available on commodities including cereals and coarse grains, oilseed crops, pulses, specialty crops, hay and grasses, cattle, bison, sheep, and lambs

Provided that the producer meets all due dates and follows all Terms and Conditions of this application, this **advance must be repaid** as agricultural products are sold as set forth in this agreement **on or before September 30, 2027** for all field crops, sheep, and lambs, or **March 31, 2028** for cattle and bison, failing which, the producer will be declared in default.

For more information please contact

BCBFA BC Breeder & Feeder Association

395 Kinchant Street

Quesnel, BC V2J 2R5

Phone: (250)992-8483 Fax: (250)992-8489 Email: bearvlly@telus.net

Toll Free Phone: 1-866-992-8483

Livestock Advances

Please complete pages 6,7,8,10,14,15,16,17,18,21,32.
Corporations and partnerships must also complete pages 19 and 20

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Grain/Forage Advances

Please complete pages 6,7,8,11,12,13,14,15,16,17,18,21,32. Corporations and partnerships must also complete pages 19 and 20

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 British Columbia, can apply. Corporations, cooperatives and partnerships are also eligible.

Production Period

If you or any related producer has an outstanding default on a previous or current crop year advance with any APP administrator, you will be ineligible for an advance under the *Agricultural Marketing Programs Act (AMPA)*. To be eligible for a livestock or animal advance, the stock must already be at foot.

Advances for grain, sheep and lambs are based on an 18-month program beginning **April 1st** of each production period. Livestock advances for cattle and bison are based on a 24-month program beginning **April 1st** of each production period.

Advance Limits

Producers can qualify for up to a maximum of **$1,000,000** with the first **$250,000,000 interest free**. The interest free provision and maximum advance is cumulative over all organizations under the Advance Payments Program.

The maximum cumulative advance that can be issued to an applicant, including current outstanding advances (2024 and 2025) and eligible advances for 2026, can at no time exceed $1,000,000.

Producer Payments

Advances are issued to applicants, less applicable application fees.

Producers applying for an Intended Seeding Advance are eligible to receive 60% of their requested advance upon approval of their application. The remaining **40%** will be issued when BCBFA receives the producer's Actual Seeded Advance Report and a confirmed Seeded Acreage Report. All recipients of an Intended Seeding Advance must submit this report by **July 31, 2026**, otherwise the advance becomes due immediately.

Administration Fees

BCBFA 's **Administration Fee will be .75%** (minimum fee of $375.00 maximum fee of $950.000)

Interest

The interest rate for interest bearing advances is the **TD Prime rate simple interest**

Repayments without proof of sale, as described in 3.0 of the *Repayment Agreement*, are subject to an interest penalty at the **TD Prime rate plus 1% simple interest**

Security

A grain producer must be enrolled in 2026 AgriStability, or have valid 2026 crop insurance coverage to be eligible for a pre-harvest advance. Post-harvest advances are secured by the grain in storage. A livestock/animal producer must be enrolled in 2026 AgriStability or have a WLPIP policy to be eligible for an advance. The producer's AgriStability and livestock will be used as security. For animals, the security will be the Producer's AgriStability.

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WLPIP

If using WLPIP for a livestock advance, Producer's must maintain a WLPIP contract until the advance is paid back and provide BCBFA with any subsequent WLPIP contracts.

Repayment

The amount producers must repay to BCBFA is the total of the advance funds issued, plus any interest, if owing. Repayments will first be applied to any default amounts outstanding, then applied to the oldest advance, next against any interest free portion of an advance, and last to any interest bearing portion, of an advance.

For grain, livestock and animal advances (excluding continuous flow livestock), producers are required to repay their advance as the commodity, for which the advance was taken, is sold. Repayment at the advance rate in effect at time of issuance is required within 30 calendar days of receipt of payment or within 60 calendar days of delivery to a buyer, whichever is earlier. Repayments submitted outside of those deadlines may be subject to an interest penalty at the TD Prime rate plus 1% simple interest.

The full balance of a grain, sheep, or lamb advance must be repaid no later than **September 30, 2027.** Cattle and bison advances must be repaid no later than **March 31, 2028**. Advances for continuous flow cattle must be repaid within **15** calendar days following the 12 month period, from the advance issue date but no later than the end of the production period. Review Section 3.0 of the *Repayment Agreement* for repayment options.

Proof of sale documentation for repayments made directly by a producer to BCBFA must be provided by the end of the production period. Repayments without proof of sale in excess of the greater of $1,000 or 10% of the total amount of the advance will be charged an interest penalty at the **TD Prime rate plus 1% simple interest.** For advances on crops, proof of sale documentation is not required for repayments made from the beginning of the production period to January 31, 2026. Please refer to Section 3.0 of the Repayment Agreement for further details.

Inspection, Verification and Right of Refusal

Inspections will be done at the onset of applications. Additional inspections will be done as required and in the following situations:

- Producers receiving an advance under this Agreement on an Agricultural Product which was produced in the last Program Year. (i.e., Stored Agricultural Products).
- Producers who have not made any repayments on their advance **three (3) months** before the end of the Production Period.
- Producers who were charged penalty interest on a repayment without proof of sale with the Administrator in the **last three (3) Program Years**.
- Producers who defaulted with the Administrator in the **last three (3) Program Years**.
- Producers who are not selling through an authorized buyer.

As Administrator, BCBFA reserves the right to refuse any applicant.

If upon inspection a producer is found to have an inventory shortage, the producer will have 30 calendar days to repay the short amount or be declared in default.

If your commodity is stored jointly with another producer, a clear breakdown by producer should be provided at the time of inspection.

Authorized Buyer

Upon request of the producer, an authorized grain buyer can submit a repayment directly to

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BCBFA, on the producer's behalf. The buyer will require an APP ID number, and the name and mailing address associated with the advance account. Please contact BCBFA prior to a payment being submitted.

Default

The 2026 advance for grain, forage and/or lambs must be repaid on or before **September 30, 2027.** The 2026 cattle and/or bison advance must be repaid on or before **March 31, 2028**. Advances for continuous flow cattle must be repaid within 12 months of the advance issue date. Failure to do so will result in the producer's account being declared in default.

If an account is placed into default, the producer will be responsible to pay:

1. the outstanding amount of the advance;
2. any interest charges on the outstanding advance calculated from the day the advance was issued until the advance is repaid; and
3. costs incurred by the Administrator to recover the outstanding advance (a one time fee of 3% will be applied to the outstanding balance as of 45 calendar days after default), interest charges and applicable legal costs.

If the producer defaults during the current APP production period and subsequently repays the defaulted amount, in full, during the current production period, they will not be eligible to receive additional advance funds during the remainder of the current APP production period.

In Eligibility Periods

The following ineligibility periods will apply as follows:

- No ineligibility period if the advance is paid back within 6 months of being declared in default;
- One (1) year from the date of full repayment where the defaulted Advance is repaid beyond 6 months of being declared in default.
- Two (2) years from the date of full repayment to AAFC where the defaulted file has been paid under the guarantee by the Minister
- Six (6) years from the date of recovery of the debt in accordance with the terms of a compromise settlement.
- Three (3) years from the date of full repayment where the Minister has had to write off the Producers' debt under the program
- An ineligibility period of seven (7) years from the date of discharge where the producer has declared bankruptcy under the Bankruptcy and insolvency Act, or other insolvency or bankruptcy related statute such as the Companies Creditor's Arrangement Act.

The maximum period of repayment under a Default Repayment Agreement is **three years** from the date of default. If an Administrator wishes to enter into an agreement for a longer period (up to five years from the date of default), such an agreement must first be approved by Agriculture and Agri-Food Canada.

If the advance goes into default and the defaulted amount is repaid by the Minister under the Guarantee, becoming a debt due to the crown, business information including the amount owed, will be shared with other organizations, including credit bureaus and will show up on your credit reports and may affect your credit scores.

Continuous Flow Operations

Continuous Flow Operations are 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 production period.

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Please remember to include:

1) A copy of photo identification (ie. Driver's License). A copy of photo identification is also required for all shareholders of a corporation and all partners in a partnership;
2) Corporations must provide a copy of their incorporation certificate and their share structure;
3) Partnerships must provide a copy of their partnership agreement and registration;
4) For livestock advances include a copy of your latest AgriStability Enrolment Notice (2026) and
   - Proof of Inventory using the latest Calculation of Program Benefits through AgriStability OR
   - Inventory Sales from last year OR
   - Schedule A from your most recent AgriStability application.
5) If using WLPIP please provide a copy of your WLPIP policy.
6) For Grain/Forage Advances include a copy of your Production Insurance Coverage and/or AgriStability Enrolment Notice 2026

Important Dates

April 1, 2026	2026 advances available for all commodities
June 20, 2026	Last Date to apply for Intended Seeding Advance
July 31, 2026	Last date to transfer Intended Seeding Advance to Actual Seeded Advance
Dec 31, 2026	Last date to transfer an Actual Seeded Advance to a Post-Harvest Advance
March 31, 2027	Last date to apply for 2026 Post-Harvest Advance or a Livestock/Animal Advance
Sept 30, 2027	Last date to repay 2026 Advance for grain, forage, and sheep
March 31, 2028	Last date to repay 2026 Cattle or bison Advance. Advances for continuous flow cattle must be repaid with 12 months of the advance issue date.

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2026 APPLICATION AND REPAYMENT AGREEMENT

Office Use Only

☐ **Identification of Signing Authority verified** _____	**Type of ID (Photo ID required. Health cards not accepted)** ☐ _____
☐ **Certificate of Incorporation/Proof of Partnership**	

Producer/Company Information

First Name (Legal Name):	Last Name or Company Name (Legal Name):		Middle Name (Legal):	Birthdate (MM/DD/YYYY:)
Producer Residential Address	City/Town:	Province:	Postal Code:	**Email Address**
Corp/Coop/Part Legal Address	City/Town:	Province:	Postal Code:	APP ID#
Mailing Address if different than above:	City/Town:	Province:	Postal Code:	Business No. (if applicable)
Home Phone#:	Business Phone#:	Fax #:	Cell #:	
Email Address				

Grain Company Information: **(required if grain company is filling out this application)**

Company Name:		Mailing Address:		City/Town:
Province:	Postal Code:	Telephone #:	Fax #:	Email Address:

If applying as an individual are you a shareholder of a corporation. If yes, name of company _____

☐ Have you or have any individuals of a partnership or corporation declared bankruptcy in the last 7 years? _____

☐ Are you or any individuals of a partnership or corporation currently seeking financial protection from creditors? _____

SELF IDENTIFICATION QUESTIONS

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

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

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

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

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

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

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

DECLARATION OF BANKRUPTCY

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

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

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

Name of APP Administrator from which an advance was requested	Agricultural Product for which an advance was requested	Program Year (YYYY)	Amount of Advance Requested
			$
			$
			$
			$
			$
			$
			$

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

DIRECT DEPOSIT AUTHORIZATION

If you wish to have the advance deposited into your account, please attach a VOID cheque from your specific account and financial institution. If the financial institution requires the advance to be issued jointly, direct deposit is not possible.

Signature of Producer

Date

Attach Copy of Void Cheque Here

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ADVANCE RATES FOR COMMODITIES

FIELD CROPS	RATE/MT	RATE/lb
Alfalfa	$87.30	
Barley	$121.25	
Canola	$305.55	
Corn		$3.2495/bushel
Hay	$77.60	
Oats	$126.10	
Peas		$.0689
Wheat	$135.80	
Corn Silage (Feed)	$126.10	

LIVESTOCK	RATE/HEAD
Bison Feeder (650-950 lbs)	$1,142.17
Bison Finished (900-1050 lbs)	$1,501.56
Cattle Feeder Calf (400-700 lbs)	$1,908.71
Cattle Feeder Cattle (700-900 lbs)	$1,746.00
Cattle Finished (900-1250 lbs)	$1,611.17
Cattle Finished Cattle (over 1250 lbs)	$2,098.11
Cattle Continuous Flow Feeder Calf (400-700)	$1,908.71
Cattle Continuous Flow Feeder Cattle (700-900)	$1,746.00
Cattle Continuous Flow Finished Cattle (900-1250)	$1,611.17
Cattle Continuous Flow Finished Cattle (over 1250)	$2,098.11
Bull Breeding Mature (2 yrs +)	$3,104.00
Bull Breeding Yearling (2 yrs -)	$3,007.00
Cow Breeding Mature	$1,649.00
Bred Heifers	$1,746.00
Breeding Heifers (replacement)	$1,212.50

SHEEP	RATE/HEAD
Lambs (45 to 60 lbs)	$73.47
Lambs (61 to 79 lbs)	$90.218
Lambs (80 to 109 lbs)	$113.97
Lambs (More than 110 lbs)	$141.62
Sheep	$81.96

2026 Advance Rates

1) For Beef, Bison and Sheep advances, pick the category above to coincide with when you typically market your product.
2) The rates above are determined by AAFC based at 50% of what they feel the value of the product will be at the time of sale.

Advances must be repaid within 30 days of a sale accompanied by a sales receipt.

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Advance Worksheet for Livestock

Please check one: ☐ Standard ☐ Continous Flow Registered Brand _____ Brand Location _____

Business Risk Management Program Information

Please check one: ☐ AgriStability ☐ Western Livestock Price Insurance PIN# _____

ELIGIBLE ADVANCE BASED ON LIVESTOCK INVENTORY USING AGRISTABILITY

GENERAL INFORMATION

- ✓ Use the Administrator's Advance Rate for the calculation of this worksheet.
- ✓ Advances should only be issued on Livestock the Producer expects to be market by the end of the Production Period.
- ✓ The Producer must not have more than $1,000,000 outstanding in Advances including the overlap between Program Years.
- ✓ The interest free Advances are limited to the first $250,000 issued per Program Year for non canola advances and $500,000.00 for canola
- ✓ Advances issued above that $250,000 in a Program Year for non-canola advances or $500,000 for Canola shall be interest bearing.
- ✓ The Producers must **always** provide AgriStability documentation to prove program participation.
- ✓ Producers must **always** maintain security coverage until the APP Advance has been repaid in full.

FOR CONTINUOUS FLOW OPERATIONS

Only one twelve (12) month Continuous Flow Operation cycle is allowed per program year.

Livestock/Animal Type	Continuous Flow Permanent Inventory for 12 month period Number of Head	Standard Advance Inventory # of head	Advance Rate/head		Amount	
			X		$	
			X		$	
				Maximum Eligible Advance	$	
				Livestock/Animal Advance Requested by Producer (A)	$	

MAXIMUM ADVANCE ELIGIBLE UNDER WLPIP: Cattle Only – NO Breeding Livestock

Security - New LPI Contract(s)

- ✓ The producer must grant a continuing security interest in the Agricultural Product(s) used to obtain the Advance, and in any Agricultural Product(s) produced in a subsequent Production Period by the Producer and all proceeds of such, to the Administrator to secure the APP Advance.
- ✓ The Producer must maintain **continuous** LPI coverage, which may require one or more LPI contracts, until the advance has been repaid in full.
- ✓ This form must be submitted when the producer obtains a new LPI contract(s) to replace an expired/matured contract(s). Attach the new LPI Statement(s) of Coverage and Premium to this Application.
- ✓ A completed copy of this Application must be maintained in the Producer's file with appropriate documentation confirming LPI participation.
- ✓ During a Program Year, the Producer must not have more than $1,000,000 in outstanding Advances including all Program Years.
- ✓ The interest free Advance is limited to the first $250,000 issued for non-canola advances or $500,000 for canola advances per Program Year. Any Advance issued above these limits shall be interest bearing.
- ✓ Continuous flow operations are not eligible to use WLPIP as security under the APP.

WLPIP Invoice #	Contract Expiry Date	Insured Index	Insured Weight		Insured Market Value	
			X		$	
			X		$	
				Total WLPIP (B)	$	
				Maximum Eligible Under WLPIP (50%) (C)	$	

DETERMINATION OF ADVANCE AMOUNT

Maximum Eligible Amount (lesser of A or C from above (D)	$	
Amount of APP Advance Requested by Producer (E)	$	
Total Advance Issued by Administrator (lessor of D or E)	$	

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Advance Worksheet for Crops

General

- ✓ Use the Advance Rate(s) provided by the Administrator.
- ✓ The Producer must not have more than **one million dollars ($1,000,000)** outstanding in Advances, including as a result of the overlap between Program Years and amounts issued to Related Producers.
- ✓ The interest-free Advances are limited to the first **two hundred and fifty thousand dollars ($250,000)** issued per Program Year and will be limited by other interest-free amounts issued to the Producer and/or other Related Producers. For canola advances, that amount is **five hundred thousand dollars ($500,000)**.
- ✓ Advance amounts issued above the applicable interest-free limit for a Program Year shall be interest-bearing.

Advances in Installments

- ✓ If the advance is required to be given in two or more installments, use this application for the **first installment.**
- ✓ The Producer must submit their Seeded Acreage Report(s) (or any document providing the information on anticipated final production) accompanied by a completed **2nd instalment form** prior to **Jan 31st** so as to not be considered in default.
- ✓ If the Production Insurance (PI) Agency does not provide a Seeded Acreage Report(s) for the Agricultural Product(s) on which the Producer is requesting an Advance and if the Administrator has the provision in the Advance Guarantee Agreement to issue the Advance in **one instalment**, Sections 2.1 through 2.8 of the Application, as appropriate based on the type of security, can be completed for the entire Advance.
- ✓ For Storable Agricultural Products, once the Agricultural Product(s) is in storage, the Producer must complete the **Post-Production Report form** below and return it to the Administrator by Jan 31st.

Security

- ✓ The producer must grant a continuing security interest in the Agricultural Product(s) used to obtain the Advance, and in any Agricultural Product(s) produced in a subsequent Production Period by the Producer and all proceeds of such, to the Administrator to secure the APP Advance.
- ✓ If, to secure the Advance, the Producer chooses to use:
  - only Production Insurance (PI), only Sections 2.1, 2.2, 2.3 and 2.8 of this Application need to be completed; or
  - only AgriStability, only Sections 2.1, 2.2, 2.4 and 2.8 of this Application need to be completed; or
  - only l'Assurance stabilisation des revenus agricoles (ASRA), only Sections 2.1, 2.2, 2.5 and 2.8 of this Application need to be completed; or
  - only Global Ag Risk Solutions, only Sections 2.1, 2.2, 2.7 and 2.8 of this Application need to be completed.
- ✓ If the Producer chooses to use more than one program to secure an Advance, Sections 2.1 and 2.2 and the Sections that pertain to the relevant programs (2.3 to 2.5, 2.7), as well as Sections 2.6 and 2.8 of the Application need to be completed.
- ✓ The Producer must first use their PI (multi-peril coverage is required under APP) coverage to guarantee an Advance before using their AgriStability coverage or coverage from another program.
- ✓ Concerning PI, under Section 2.3, the Producer must indicate the insured value for each Agricultural Product or for the basket of products insured. This value compared with the calculation of the Advance based on the anticipated production, will determine the Maximum Eligible Advance amount.

Multi-Peril Insurance

- ✓ The Producer must confirm that they have multi-peril insurance on their farming operation which includes coverage for the entirety of the Agricultural Product(s) they have in storage.
- ✓ Where the Agricultural Product(s) is stored off-farm at commercial storage facility, the Producer must confirm that the commercial storage company has such insurance.
- ✓ At a minimum, confirmation may be obtained through signing of the declaration.
- ✓ This insurance coverage must be in effect until the Advance taken under this Repayment Agreement is fully repaid.

Default

Failure to comply with this Repayment Agreement, including, but not limited to the full repayment by the end of the applicable Production Period, will result in the account being declared in default.

- ✓ The interest-free benefit is lost;
- ✓ Default interest is charged at the Prime Rate plus one percent (Prime +1%) simple interest on the amount of the outstanding balance from the date the Advance was issued to the date the Producer was declared in default;
- ✓ Default interest is charged at the Prime Rate plus one percent (Prime +1%) simple interest 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;
- ✓ Defaulted producers could face an ineligibility period. Refer to subsection 5.6 of the Terms and Conditions for details.

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2.1 AGRICULTURAL PRODUCT INFORMATION		2.2 ELIGIBLE ADVANCE BASED ON ANTICIPATED PRODUCTION			2.3 ELIGIBLE ADVANCE BASED ON PRODUCTION INSURANCE		
Agricultural Product	**Advance Rate per Unit (a)**	**Anticipated Production**		**Advance based on the Anticipated Production per Product (a x b) (A)**	**PI Contract No.**		**(C) Maximum Eligible Advance per Product (lesser of A or B)**
		Quantity (b)	**Unit of Measure**			**Insured Value**	
PI Coverage per Product (single coverage including only one product)							
	$			$		$	$
	$			$		$	$
	$			$		$	$
	$			$		$	$
	$			$		$	$
	$			$		$	$
Sub-total				A1 $		B1 $	C1 Total of (C) for all Products $
PI Coverage per Basket of Crops (single coverage including more than one product)							
	$			$	$		**Maximum Eligible Advance for all of those Products (lesser of A2 or B2)**
	$			$			
	$			$			
Sub-total				A2 $		B2 $	C2 $
Total				**A** (A1 + A2) $		**B** (B1 + B2) $	
Maximum Eligible Advance through PI (total of C1 + C2)						**D**	**$**

2.4 CALCULATION OF MAXIMUM - AGRISTABILITY

Instructions | **AgriStability ID:**

✓ If the AgriStability Administrator has provided the Producer's:

- Final Reference Margin with Allowable Expenses go to Section 2.4.1, then to Section 2.4.3 of the Application; or
- Only the Enrolment Notice go to Section 2.4.2 to calculate the Reference Margin and Allowable Expenses, then to Section 2.4.3 of the Application.
  - For Olympic Average calculations, remove the highest and lowest Program Year Margins prior to averaging the Program Year Margins for the remaining three years. Remove the Allowable Expenses for the corresponding highest and lowest Program Year Margin years and average the Allowable Expenses for the remaining three years.
  - If the Producer does not have five years of Program Year Margins and Allowable Expenses, calculate the averages based on the information for the years provided.
- Where the Producer ends up with a negative AgriStability Reference Margin, go to Section 2.4.4.

  If the Producer has received any Interim Payments or Targeted Advance Payments for the AgriStability Program Year or anticipated ASRA payments, they must be deducted from the coverage available under the program in Section 2.4.5.

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2.4.1 Producer's Reference Margin — if Provided by the AgriStability Administrator		
AgriStability Reference Margin (if not known enter $0.00)	E	$
AgriStability Allowable Expenses	F	$

2.4.2 Calculations when estimating AgriStability Coverage from the Producer's Enrolment Notice					
AgriStability Reference Margin and Allowable Expenses Calculation	Calculate using the Olympic Average (exclude the High and Low PYM and corresponding AE years)			Average ($)	
Program Year Margin (PYM)	$	$	$	E	$
Allowable Expenses (AE)	$	$	$	F	$

2.4.3 Use this calculation if the Reference Margin (E) is Positive (greater than 0)			
Estimate AgriStability Positive Margin Coverage	E x 56%	G	$
Estimate AgriStability Negative Margin Coverage	F x 80%	H	$
Estimated Total AgriStability Coverage	G + H	I	$
AgriStability Coverage Limit	(greater of E or I)	J	$

2.4.4 Use this calculation if the Reference Margin (E) is Negative (less than 0)			
Calculated AgriStability Negative Margin Coverage	E + F	K	$
AgriStability Coverage Limit Used to Calculate the APP Advance	K x 80%	J	$

2.4.5 Reference Margin Adjustments		
AgriStability Interim Payments or Targeted Advance Payments Received To-Date (if none enter $0.00)	L	$
Anticipated ASRA Payments During the Program Year (Quebec Only) (if none enter $0.00)	M	$
Maximum AgriStability Security Available to Secure an APP Advance J – L – M	N	$
Maximum Eligible APP Advance (lesser of A or N)	P	$

2.5 CALCULATION OF MAXIMUM - L'ASSURANCE STABILISATION DES REVENUS AGRICOLES (ASRA) – QUÉBEC ONLY

ASRA PIN										
If the Producer participates in ASRA and AgriStability	Stabilized Income	X	100%	X	Quantity	Units of Measure	-	ASRA Payments Received To-Date	=	Maximum ASRA Security Available
	$							$	Q	$
If the Producer participates in ASRA ONLY	Stabilized Income	X	60%	X	Quantity	Units of Measure	-	ASRA Payments Received To-Date	=	Maximum ASRA Security Available
	$							$	R	$
Maximum Security available through ASRA (P or Q depending on participation of the producer in AgriStability)									S	$
Maximum Eligible Advance (lesser of A or S)									T	$

2.6 CALCULATION OF MAXIMUM – USING 2 PROGRAMS TO SECURE THE ADVANCE

Maximum security available through PI and AgriStability (B+P)	U	$
Maximum security available through PI and ASRA – Québec only (B+T)	V	$
Maximum security available through AgriStability and ASRA – Québec only (P+T)	W	$
Maximum Eligible Advance is the lesser of A or of (U, V, or W)	X	$

2.7 CALCULATION OF MAXIMUM - GLOBAL AG RISK SOLUTIONS (GARS) COST PRODUCTION INSURANCE

GARS Contract No.		Policy Effective Date		Policy Expiry Date	
Enter Value of GARS Insurance Contract			Y		
Maximum Eligible Advance Issued (lesser of A or Y)			Z		

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2.8 MAXIMUM ELIGIBLE ADVANCE

- ✓ The Advance can only be issued in one installment (i.e. 100%) if the seeded acreage can be confirmed prior to requesting the Advance.
- ✓ If the Advance is issued in two installments, the 1st Advance instalment **cannot exceed 60%** of the Maximum Eligible Advance.

Enter Maximum Eligible Advance (Enter Maximum Eligible Advance from Section 2.3, 2.4.5, 2.5, 2.6 or 2.7)		$
Proportion of Advance attributed to 1st Installment (to be filled in by the Administrator)		**%**
1st INSTALLMENT OF PRODUCTION ADVANCE	**=**	$

TOTAL Advance Amounts Requested by Producer for Livestock and/or Crops

TOTAL ADVANCE REQUESTED BY PRODUCER	TOTAL ADVANCE ISSUED BY BCBFA
$	$

Signature of Producer	Name of Producer	Date

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

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

1.2 DEFINITIONS

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

1.3 ADMINISTRATOR INFORMATION (herein referred to as the "Administrator")			
BCBFA BC Breeder & Feeder Association	**Phone: 250-992-8489**	**Fax: 250-992-8489**	
Street Address: **395 Kinchant Street**	**City/Town:** **Quesnrel**	**Province:** **BC**	**Postal Code:** **V2J 2R5**

1.4 CREDITOR INFORMATION (herein referred to as the "Creditor")			
Name:	**Phone:**	**Fax:**	**Transit No. (if applicable):**
Street Address:	**City/Town:**	**Province:**	**Postal Code:**

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

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

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

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

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

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

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

Where the Creditor has a lien or security on the Agricultural Product(s) and/or the BRM program proceeds related to the Agricultural Product(s), this Agreement is subject to the condition that the above mentioned advance, less any amounts legally held as an administrative fee, be payable:

- O A) Jointly to the Producer and the Creditor and be remitted to the Creditor forthwith by the Producer and shall be applied in total or in part by the Creditor to reduce the Producer's indebtedness to the Creditor; or
- O B) To the Producer.

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

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

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

The Creditor hereby consents that:

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

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

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

IN WITNESS WHEREOF all parties hereunto set their hands and seals

_____
Name of the Creditor

_____
Name and Title of Authorized Officer of Creditor

_____ _____
Signature of Authorized Officer of Creditor Date (YYYY-MM-DD)

_____
Name of the Administrator

_____
Name and Title of the Authorized Officer of Administrator

_____ _____
Signature of Authorized Officer of Administrator Date (YYYY-MM-DD)

_____
Name of the Producer

_____ _____
Signature of Producer or its Authorized Officer Date (YYYY-MM-DD)

_____ _____
Witness (where Producer is an individual) Date (YYYY-MM-DD)

BCBFA BC Breeder & Feeder Association

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Related Producer's and Outstanding Advances Declaration Form

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 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.

Applicant's full legal name(s): _____

(MUST MATCH NAME ON APPLICATION)

1.6 RELATED PRODUCERS

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

1. According to the above definitions are you related to another producer?	**YES**	**NO**
2. Has a related producer participated in the APP Program this year or any other year?	**YES**	**NO**
3. Are any related producer ineligible as a result of a default under APP, SCAP or ESCAP?	**YES**	**NO**

1.6.1 RELATED PRODUCER DECLARATION

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

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

Name of the related producer	APP ID	Name of the related producer	APP ID

1.6.2 REBUTTAL OF RELATEDNESS BETWEEN 2 INDIVIDUAL PRODUCERS

- ✓ Answer the questions below for each related producer listed in section 1.5.1.
- ✓ If you responded "no" to any of the questions below, you have not rebutted the presumption of relatedness with the producer in question.
- ✓ If you responded "yes" to <u>all</u> the statements below, you have established that you deal at arm's length with the producer(s) in question, and the Administrator may request the appropriate documentation to support your responses, such as articles of incorporation, financial statements, leases, receipts, etc.
- ✓ Attach a separate sheet if required.

1. Name of the related producer:

a. You and the related producer file separate tax returns and/or produce separate financial statements.	**YES**	**NO**

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b. You and the related producer are not employees or do not act as agents of the other.	**YES**	**NO**
c. You and the related producer conduct all business transactions (e.g. sharing of equipment and/or land) at fair market value and such transactions are documented.	**YES**	**NO**
2. Name of the related producer:		
a. You and the related producer file separate tax returns and/or produce separate financial statements.	**YES**	**NO**
b. You and the related producer are not employees or do not act as agents of the other.	**YES**	**NO**
c. You and the related producer conduct all business transactions (e.g. sharing of equipment and/or land) at fair market value and such transactions are documented.	**YES**	**NO**
3. Name of the related producer:		
a. You and the related producer file separate tax returns and/or produce separate financial statements.	**YES**	**NO**
b. You and the related producer are not employees or do not act as agents of the other.	**YES**	**NO**
c. You and the related producer conduct all business transactions (e.g. sharing of equipment and/or land) at fair market value and such transactions are documented.	**YES**	**NO**
4. Name of the related producer:		
a. You and the related producer file separate tax returns and/or produce separate financial statements.	**YES**	**NO**
b. You and the related producer are not employees or do not act as agents of the other.	**YES**	**NO**
c. You and the related producer conduct all business transactions (e.g. sharing of equipment and/or land) at fair market value and such transactions are documented.	**YES**	**NO**

1.7 DECLARATION OF SECURED CREDITORS

- ✓ List all secured creditors who have a security interest that includes the Agricultural Product(s) and/or the BRM program payments whether such security was given under the authority of the Bank Act or under the authority of a personal property security legislation in force in the province or by operation of any other law.
- ✓ Examples may include, but are not limited to:
  - o a lien taken by an input supplier on the agricultural product to be used for the APP advance;
  - o a lien taken by your financial institution; or
  - o a General Security Agreement.
- ✓ Attach a separate sheet if required.
- ✓ A signed Priority Agreement is needed for each secured creditor listed below.

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

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 an offence.

SIGNATURE OF PRODUCER	**DATE**

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BCBFA BC BREEDER & FEEDER ASSOCIATION

AGRICULTURAL MARKETING PROGRAMS ACT (AMPA), ADVANCE PAYMENTS PROGRAM (APP)

LIABILITY AGREEMENT

Producer Name:	**APP ID:**

INSTRUCTIONS

- ✓ **This form is to be used where the Administrator and signatories agree to a <u>Liability Agreement</u> that covers only <u>one program year</u>. The dollar amount entered below should be the amount of the advance taken for the program year as stated in Part 2 of the Repayment Agreement.**
- ✓ Complete one of the three following subsections, as applicable:
  - o Part A – If you are the Sole Shareholder of a corporate farming business.
  - o Part B – For Members, Partners or Shareholders of a Cooperative, Partnership or Corporation, as the case may be.

  Note: For a sole proprietor of a non-corporate farming business, the sole proprietor agrees to be personally liable by signing the Application and Repayment Agreement. Therefore, the signing of this form is not required in such circumstances.
- ✓ **Reminder: Administrators must verify the identity of all NEW shareholders, partners, and members of an existing corporation, partnership, trust. (Photo identification required, i.e. driver's license. Health cards cannot be accepted.)**

A) INDIVIDUAL LIABILITY (for Corporation with a Sole Shareholder)

I, being the sole shareholder of the Corporation named in section 1.2 of this Application for an Advance in consideration of an advance being made to it by the Administrator, for the amount of $_____ as stated in Part 2 of this Repayment Agreement for the _____ APP program year do hereby agree to be solely and personally liable to the Administrator or the Minister of Agriculture and Agri-Food for any amount owing by the Corporation, including all interest and penalties thereon, pursuant to the APP.

By signing this document, I understand and agree that action may be taken against me personally in accordance with section 5.0 of the Terms and Conditions of the Repayment Agreement until full repayment of the total amounts owing.

I hereunto set my hand and seal

Dated on _____ at _____

Date (YYYY-MM-DD) Location

_____ _____

Print name of Shareholder clearly Signature of Shareholder

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

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

We, being Shareholders, Members or Partners, as the case may be, of the Corporation, Cooperative or Partnership named in section 1.2 of this Repayment Agreement, in consideration of an advance being made to the Corporation, Cooperative or Partnership, as the case may be, by the Administrator for the amount of $_____ as stated in Part 2 of this Repayment Agreement for the _____ APP program year do hereby agree to be jointly and severally, or solidarily, liable to the Administrator, or the Minister of Agriculture and Agri-Food, for any amount owing by the Corporation, Cooperative or Partnership, as the case may be, including all interest and penalties thereon, pursuant to the APP.

By signing this document, we understand and agree that action may be taken against each of us individually in accordance with section 5.0 of the Terms and Conditions of the Repayment Agreement until full repayment of the total amount owing.

I hereunto set my hand and seal

Dated on _____ at _____

Date (YYYY-MM-DD) Location

Print name of Shareholder, Member or Partner clearly	Signature of Shareholder, Member or Partner
Print name of Shareholder, Member or Partner clearly	Signature of Shareholder, Member or Partner
Print name of Shareholder, Member or Partner clearly	Signature of Shareholder, Member or Partner

C) ALTERNATE GUARANTOR(S) – LETTER OF GUARANTEE

1) This form is to be used where a Letter of Guarantee is used in lieu of signing to be personally or jointly and severally, or solitarily, liable and the Letter of Guarantee covers only one program year. The dollar amount entered below should be the amount of the advance taken for the program year as stated in Part 2 of the Repayment Agreement.
2) Reminder: Administrators must verify the identity of Alternate Guarantors. (Photo identification required, i.e. driver's license. Health cards cannot be accepted.)

I, being the sole shareholder or authorized officer of the Corporation/Cooperative/Partnership, as applicable and named in section 1.2 of this Repayment Agreement, in consideration of an Advance being made to it by the Administrator, for the amount of $_____ as stated in Part 2 of this Repayment Agreement for the _____ APP program year, do hereby confirm that I have obtained and provided to the Administrator a letter of guarantee to the Administrator from one of the following two sources (please select an option below):

☐ An individual or group of individuals that has sufficient financial collateral, as defined below, to guarantee the Advance amount stated in Part 2 of this Repayment Agreement, including all interest and penalties thereon, until it is fully reimbursed; or

☐ A financial institution that will guarantee the Advance amount stated in Part 2 of this Repayment Agreement, including all interest and penalties thereon, until it is fully reimbursed.

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

The letter of guarantee must be in accordance with any applicable provincial laws in the province of operation of the Corporation, Cooperative or Partnership named in section 1.2 of this Repayment Agreement. The letter of guarantee must be dated, signed by the alternate guarantor(s), and provided to the Administrator prior to the issuance of the Advance to which it pertains.

Print Shareholder/Authorized Officer Name	Signature of Shareholder/Authorized Officer

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ADVANCE PAYMENTS PROGRAM (APP)

BUSINESS RISK MANAGEMENT PROGRAM PROCEEDS – ASSIGNMENT AGREEMENT

STORABLE AND NON STORABLE PRODUCTS

PRODUCER AND ADMINISTRATOR INFORMATION

AGREEMENT DATED THIS _____ DAY OF _____ , 20 _____

Between _____ (Individual/Partner/Corporation/Cooperative), hereinafter referred to as the ''Assignor''

And BCBFA BC Breeder & Feeder 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 _____

(BRM program name) , Contract Number _____ and is being used to secure Advances issued under the APP

Repayment Agreement between the Producer and the Administrator dated _____ and pursuant to the Advance Payments

Program and the *Agricultural Marketing Program Act*. 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" refers to any program listed in the schedule of the 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 Act.
"Producer" means the individual, partnership, corporation or cooperative that applied for an advance under the Advance Payments Program.
"Livestock" means cattle, sheep, swine and bison.

2. THE PARTIES HERETO AGREE THAT:

Should the Producer become in default under the repayment agreement signed on _____(date), the Assignor hereby agrees to transfer, assign and set 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 Producer's liability under the defaulted advance(s), has been paid in full, and a liability to the Administrator no longer exists. 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 Producer's liability under the defaulted 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.

Sealed, delivered and attested by:

_____
NAME AND TITLE OF PRODUCER

_____
SIGNATURE OF PRODUCER

_____
NAME AND TITLE OF PRODUCER

_____
SIGNATURE OF PRODUCER

_____
NAME AND TITLE OF PRODUCER

_____
SIGNATURE OF PRODUCER

_____
NAME AND TITLE OF ADMINISTRATOR

_____
SIGNATURE OF ADMINSTRATOR

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

BCBFA

Agriculture and Agri-Food Canada | Agriculture et Agroalimentaire Canada
Advance Payments Program | Programme de paiements anticipés

Production Insurance

BC Ministry of Agriculture

Assignment of Indemnity

Crop Year _____

Production Insurance Grower Number: _____ _____

For valuable consideration, I/We _____ (insured), hereby transfer, assigns and sets over to **BCBFA BC Breeder & Feeder Association, of 395 Kinchant Street Quesnel BC V2J 2R5** any indemnity which may be payable by the Insurer as a result of loss on

Contract/Policy Number:_____
for the following insured crops: _____
in the Canada-British Columbia Production Insurance program for the crop year ending _____.

This assignment is subject to the terms and conditions to the contract and to the conditions outlined below.

Dated at _____, in the Province of British Columbia this _____ day of _____, 20__.

Insured (print) _____ Insured (signature) _____

Witness (print) _____ Witness (signature) _____

NOTE TO INSURED

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

CONDITIONS

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

For Office Use Only	The Insurer hereby approves the foregoing assignment. Dated this _____ day of _____, 20____ at _____ am/pm. PI Finance Rep's Name (Print) _____ Signature _____

Growing Forward 2 | BRITISH COLUMBIA | Canada

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

1. TERMS AND CONDITIONS OF THE REPAYMENT AGREEMENT

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

1.0 Important Terms

1.1 "AAFC" means Agriculture and Agri-Food Canada.
1.2 "Administrator" means BCBFA BC Breeders & Feeders Association.
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*" 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.
1.8 "SCAP" means the Spring Credit Advance Program.
1.9 "ESCAP" means the Enhanced Spring Credit Advance Program.
1.10 "Her Majesty" means Her Majesty the Queen in Right of Canada.
1.11 "Post-Production" means the Agricultural Product listed on page 7 that has been produced and is in storage.
1.12 "Livestock" means cattle, hogs, goats, sheep and bison and any other animal designated by regulation, and as listed on page 7 of the application.
1.13 "In Production" means the Agricultural Product listed on page 7 which is not yet produced.
1.14 "Advance" means for the purpose of this repayment agreement, an eligible advance based on inventory of eligible livestock.
1.15 "Advance Rate on Agricultural Product in Production" means the rate of issuance applicable to advances issued prior to **September 1, 2026**.
1.16 "Advance Rate on Agricultural Product in Post-Production" means the rate of issuance applicable to advances issued on or after **September 1, 2026** but before **March 1, 2027**.
1.17 "Advance Rate on Livestock" means the rate of issuance applicable to advances issued prior to **March 31, 2027**.
1.18 "Eligible Advance" means the advance the Producer is eligible to receive as calculated in the Section 2 of this Application.
1.19 "Seeded Acreage Report" means a from an Eligible BRM Program agency wherein the Producer identifies the amount of the Agricultural Product currently in production in order to calculate final entitlements for an Advance.
1.20 "Post-Production" means the Agricultural product listed on page 7, which has been produced and is in storage.
1.21 "Production Period" is the period that commences on **April 1, 2026** and terminates September 30, 2027 for grain, sheep and lamb advances and terminates on March 31, 2028 for cattle and bison advances.
1.22 "BCBFA" means BCBFA BC Breeders & Feeders Association.
1.23 "Eligible BRM Program" means an eligible Business Risk Management program, as listed in the *AMPA* schedule or otherwise made eligible by regulation for which the Producer declares being a participant and that is used by the Producer as security on an Advance on an Agricultural Product or on a livestock advance"
1.24 "Producer" means the individual or Corporation/Cooperative/Partnership identified in Part 1 (Page 6) of this repayment agreement.
1.25 "BRM Program Coverage Report" means a report from the Agency responsible for the administration of the BRM Program used as security in case of default, attesting to the amount of security available under the Eligible BRM program and wherein the Producer demonstrates their participation in the Eligible BRM Program.
1.26 "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.

2.0 Issuance of the Advance - Livestock

2.0.1 The Administrator shall issue an Advance based on the inventory(ies) of eligible Livestock and corresponding Advance Rate(s) listed on Page 7 of the Application and which is in accordance with the total advance issued in this Application upon the execution of this Repayment Agreement by the Administrator. The Producer must provide a BRM Program Coverage Report demonstrating participation in the Eligible BRM Program(s).
2.0.2. Any Advance on eligible Livestock, whether for a standard or Continuous Flow Operation, or any instalment on such an Advance, shall be issued prior to the date specified in Subsections 1.15 of these Terms and Conditions, as applicable.
2.0.3. In applying for an Advance, the Administrator will charge the Producer an application fee of ¾% maximum $950.00 minimum $375.00.
2.0.4. The Administrator may, with the consent of the producers, redistribute advances among related producers in order to maximize the interest-free benefits. Consent shall be provided through the signing of Part 3 (Declaration) of this Application and Repayment Agreement. Redistribution of advances in this way is not retroactive, but shall take effect on the day the change is made by the Administrator. The Administrator will notify affected producers of the resulting changes to their advances.
2.0.5. Where, despite the requirements of 2.1 of these Terms and Conditions, the Administrator believes the applicant may not have the necessary Livestock inventory(ies), the Administrator reserves the right to request additional documentation required to confirm that the applicant has sufficient Livestock inventory(ies) to secure the Advance. In such instances, the Administrator may also conduct an inspection at their discretion.

2.1 Issuance of the Advance – Grain

2.1.1 In cases where the Producer cannot identify, upon the execution of this Repayment Agreement by the Administrator, the amount of the Agricultural Product(s) currently in production, the Administrator shall make an installment of a percentage (no more than 60 percent) of the estimated Maximum Eligible Advance on the Agricultural Product(s) and using the Advance Rate(s) on the Agricultural Product(s), upon the execution of this Repayment Agreement by the Administrator.
2.1.2 In cases where the Producer can identify, upon the execution of this Repayment Agreement by the Administrator, the amount of the Agricultural Product(s) currently in production, then the Administrator shall make an Advance of up to the entire (250 percent) estimated Maximum Eligible Advance on the Agricultural Product(s) and using the Advance Rate(s) on the Agricultural Product(s), upon the execution of this Repayment Agreement by the Administrator.

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

2.1.3 In all instances, the Producer must provide a BRM Program Coverage Report demonstrating participation in the Eligible BRM Program(s), as applicable, and have sufficient security available related to the Agricultural Product(s) to justify the Advance in accordance with the total amount of the Application.
2.1.4 Before **August 1, 2026**, producers securing the advance with production insurance shall provide a copy of a Seeded Acreage Report, confirming the actual acres planted or other current production as applicable. For producers using and Eligible BRM program as security where a Seeded Acreage Report is not available, they must provide a signed declaration confirming the actual acres planted or other current production as applicable, and consent to an inspection at the discretion of the Administrator.
2.1.5 Based on the information contained in the document required under Subsection 2.1.4 of these Terms and Conditions, the Administrator shall recalculate the Maximum Eligible Advance in accordance with pages 9 and 10 of the Application, and may issue a second installment to the Producer equal to no more than the recalculated Maximum Eligible Advance less the installment referred to in Subsection 2.1.1 of these Terms and Conditions, and less any other Advance issued to the Producer for the same Agricultural Product(s) from any other Administrator. In cases where the Producer did not receive an Advance as stipulated under Section 2.1.1 of these Terms and Conditions and is compliant with Section 2.1.2 of these Terms and Conditions, the Administrator may issue to the Producer an Advance of up to the recalculated Maximum Eligible Advance less any other Advance issued to the Producer for the same Agricultural Product(s) from any other Administrator.
2.1.6 Should the documents required under Section 2.1.4 of these Terms and Conditions demonstrate that the acreage seeded or planted is not sufficient to justify the outstanding Advance issued to the Producer under Section 2.1.1 or, through no fault of the Producer, the coverage amount under the Eligible BRM Program or the value of the Agricultural Product(s) once produced, are not sufficient to justify the outstanding Advance, the Administrator shall notify the Producer that they are in overpayment and have thirty **(30) calendar days** to repay the part of the outstanding amount of the Advance that exceeds the reduced coverage amount by more than the greater of ten thousand dollars ($10,000) or ten percent (10%) of the total amount of the Advance or, if eligible, make application for an Advance on another Agricultural Product(s) and have the proceeds applied to the deficit. Failing this, the Producer will be declared in default.
2.1.7 Where an Advance is issued on a Storable Agricultural Product(s) that is In Production at the time of the Advance, as stipulated under Sections 2.1.1 and/or 2.1.5 of these Terms and Conditions, and is outstanding under the APP, the Producer shall submit a Post-Production Report on or before December 31, 2026 confirming the actual production held in storage by the Producer, or otherwise be declared in default.
2.1.8 Should the Post-Production Report stipulated in Section 2.1.7 demonstrate that the Agricultural Product(s) in storage is not sufficient, through no fault of the Producer, to justify the Advance issued to the Producer when the Product was in Production, the Administrator shall notify the Producer that they are in overpayment and have **thirty (30) calendar days** to repay the part of the outstanding amount of the Advance that exceeds the reduced coverage amount by the greater of ten thousand dollars ($10,000) or ten percent (10%) of the total amount of the Advance or, if eligible, make application for an Advance on another Agricultural Product(s) and have the proceeds applied to the deficit. Failing this, the Producer will be declared in default.
2.1.9 Where applicable, the Administrator shall issue an Advance on a Storable Agricultural Product(s) in Post-Production calculated on page 10 of the Application and using the Advance Rate(s) specific to that Storable Agricultural Product(s) - Post-Production. The Producer must have sufficient Agricultural Product in storage to cover the value of the Advance.
2.1.10 Any Advance on an eligible Non-storable or Storable Agricultural Product, or any instalment of such an Advance, shall be issued in accordance with the dates specified in Subsection 1.15 or 1.16 of these Terms and Conditions, as applicable.
2.1.11 In applying for an Advance, the Administrator will charge the Producer an **application fee** of ¾% maximum $950.00 minimum $375.00.

3.0 Repayment of the Advance

3.1 Repayment of the Advance - Grain
3.1 The Producer shall fully repay the amount of the Advance as specified on page 10 of the Application, including accumulated interest and any fees or costs charged to the Producer, to the Administrator by the end of the Production Period in accordance with the following:

3.1.a. where an Agricultural Product(s), in respect of which the Advance is made, is **sold to a buyer** named by the Administrator, by authorizing each buyer to withhold from such proceeds an amount in respect of each sold unit of Agricultural Product(s) and at the Advance Rate(s) in effect at the time the Advance was issued (page 9 of the Application), and to remit to the Administrator such amounts withheld until all the Advances made to the Producer and the interest payable by the Producer on those Advances are repaid; or

3.1.b. where the Producer otherwise sells or disposes of that portion of Agricultural Product(s) in respect of which the Advance is made, by paying directly to the Administrator for each unit of Agricultural Product(s) within **thirty (30) calendar days** of receipt of payment or within **sixty (60) calendar days** of delivery to the buyer, whichever is earlier, an amount at the Advance Rate(s) in effect at the time the Advance was issued (per Section 2.1 of the Application) until all the Advances made to the Producer and the interest payable by the Producer on those Advances are repaid. Each repayment should be supported by proof of sale;

3.1.b.i. Notwithstanding Paragraph 3.1.b of the Terms and Conditions above, where the Producer enters into a basis contract(s) on the Agricultural Product(s), the requirement to pay the Administrator within sixty (60) calendar days of delivery to the buyer shall be extended to **ninety (90) calendar days** where: the Producer will not receive payment at the time of delivery, the Producer provides a copy of the basis contract(s) to the Administrator, and the Producer provides proof of sale with the repayment; or

3.1.c. where the Producer has assigned or otherwise agreed to transfer, payments from an Eligible BRM Program listed on page 9 of the Application, as applicable, the Producer agrees that that these payments will be applied by the Administrator, within **five (5) calendar days** of receipt, until the amount of the outstanding Advance and the interest payable by the Producer is repaid. The Administrator will reimburse any amount received from the Eligible BRM Program in excess of the outstanding Advance to the Producer within **seven (7) calendar days** of receipt.

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

3.2Where Agricultural Product(s) in respect of which an Advance was made is sold or disposed of, the Producer shall provide proof of sale or disposal documentation to the Administrator no later than the **end of the applicable Production Period**. A repayment schedule may be used on lieu of the requirement for the Producer to provide proof of sale, especially where the Agricultural Product(s) is Non-Storable.

3.3 In addition to the mandatory payments under Paragraphs 3.1.a, or 3.1.b, above, the Producer may choose to reimburse the Advance:

3.3.a. by making a repayment(s) without proof of sale prior to or on the last day of the Production Period of up to the greater of $10,000 or ten percent (10%) of the total amount of the Advance issued. If the Producer chooses to repay an amount in excess of such amounts without proof of sale for the Agricultural Product(s), the Producer will be charged an interest penalty at the rate outlined in Paragraph 6 of these Terms and Conditions, on the excess amount from the day the Advance was issued to the day the repayment was made. The Producer shall have **thirty (30) calendar days** to pay the interest penalty or be declared in default;

3.3.b by paying directly to the Administrator any amount received by the Producer under an Eligible BRM Program; or

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

3.3.d. notwithstanding Paragraph 3.2.a of these Terms and Conditions, by making a repayment without providing proof of sale if the Administrator is satisfied that the Agricultural Product(s), in respect of which the Advance was made, has not been disposed of by the Producer at the time of the repayment. As such, third-party verification will need to be provided or an inspection conducted, and may be at the expense of the Producer, including the Administrator's **inspection fee** of $0.00; or

3.3.e. notwithstanding Paragraph 3.2.a of these Terms and Conditions, by making a repayment without providing proof of sale for Advance(s) taken on the Agricultural Product(s) listed in the attached schedule from the beginning of the Production Period until January 31, 2027 or until the end of the Production Period, whichever is earlier, provided that the Producer is able to confirm the units in production to the satisfaction of the Administrator.

3.4. In the event that the Producer repays the amount of the Advance to the Administrator by selling the Agricultural Product(s), or part of the Agricultural Product(s) to a buyer(s) in the manner described in Paragraph 3.1.a of these Terms and Conditions, the Producer shall:

3.4.a. indicate in writing to the Administrator to which buyer(s), named by the Administrator, the Agricultural Product(s) will be sold, prior to selling the said product(s) to such buyer(s);

3.4.b. notify the Administrator immediately upon receiving any information to the effect that said buyer(s) is not promptly remitting to the Administrator the amount so withheld; and

3.4.c. remain liable to the Administrator for repayment of any part of the Advance where said buyer(s) has failed to remit to the Administrator that part of the Advance withheld by it pursuant to its Agreement with the Administrator.

3.5 The Producer agrees that the full amount of repayments received by the Administrator will be applied first to the portion of the Advance on which the Minister pays the interest (interest-free) until it is repaid, before being applied to any other amount owing under this Repayment Agreement, in the following order:

- Interest that accrues on the interest-bearing advance, until it is repaid;
- The interest bearing advance
- Any penalties related to repayment without proof of sale and late repayment; and
- Any other outstanding fees and/or costs charged by the Administrator until they are repaid.

3.6 If a Producer that is an individual (sole proprietor) dies or is declared legally incapable of making decisions, no interest penalty will be applied for failing to provide proof of sale or documentation of disposal.

3 Repayment of the Advance - Livestock

3.1 The Producer shall fully repay the amount of the Advance as specified in Section 2.4 of the Application, including accumulated interest and any costs/fees charged to the Producer, to the Administrator by the end of the Production Period in accordance with the following:

3.1.a. where an Agricultural Product(s), in respect of which the Advance is made, is **sold to a buyer** named by the Administrator, by authorizing each buyer to withhold from such proceeds an amount in respect of each sold unit of Agricultural Product(s) and at the Advance Rate(s) in effect at the time the Advance was issued (per Section 2.1 of the Application), and to remit to the Administrator such amounts withheld until all the Advances made to the Producer and the interest payable by the Producer on those Advances are repaid; or

3.1.b. **for a Standard Advance**, where the Producer otherwise sells or disposes of that portion of Agricultural Product(s) in respect of which the Advance is made, by paying directly to the Administrator for each unit of Agricultural Product(s) within **thirty (30) calendar days** of receipt of payment or within **sixty (60) calendar days** of delivery to the buyer, whichever is earlier, an amount at the Advance Rate(s) in effect at the time the Advance was issued (per Section 2.1 of the Application) until all the Advances made to the Producer and the interest payable by the Producer on those Advances are repaid. Each repayment should be supported by proof of sale; or

3.1.c. **for a Continuous Flow Advance**, where the Producer otherwise sells or disposes of that portion of Agricultural Product(s) in respect of which the Advance is made, by paying directly to the Administrator for each unit of Agricultural Product(s) within **twelve (12) months** from the date the Advance was made but **no later than the end of the Production Period**, an amount at no less than the Advance Rate(s) in effect at the time the Advance was issued (per Section 2.1 of the Application) until all the Advances made to the Producer and the interest payable by the Producer on those Advances are repaid.

3.2 Where Agricultural Product(s) in respect of which an Advance was made is sold or disposed of, the Producer shall provide proof of sale or disposal documentation to the Administrator no later than the **end of the applicable Production Period**.

3.3 In addition to the mandatory payments under Paragraphs 3.1.a, 3.1.b, or 3.1.c of these Terms and Conditions above, the Producer may choose to reimburse the Advance:

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3.3.a. by making a repayment(s) without proof of sale prior to or on the last day of the Production Period of up to the greater of $10,000 or ten percent (10%) of the total amount of the Advance issued. If the Producer chooses to repay an amount in excess of such amounts without providing proof of sale for the Agricultural Product(s), the Producer will be charged an interest penalty at the rate outlined in Subsection 6 of these Terms and Conditions, on the excess amount from the day the Advance was issued to the day the repayment was made. The Producer shall have **thirty (30) calendar days** to pay the interest penalty or be declared in default; or

3.3.b. by assigning or paying directly to the Administrator any amount payable to or received by the Producer under an Eligible BRM Program listed in Section 2.2 of the Application within **five (5) calendar days** of receipt of such amounts until all the Advances made to the Producer and the interest payable by the Producer on those Advances are repaid. The Administrator will reimburse any amount received from the Eligible BRM Program in excess of the outstanding Advance to the Producer within **seven (7) calendar days** of receipt; or

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

3.3.d. notwithstanding Paragraph 3.3.a of these Terms and Conditions, by making a repayment without providing proof of sale if the Administrator is satisfied that the Agricultural Product(s), in respect of which the Advance was made, has not been disposed of by the Producer at the time of repayment. As such, third-party verification will need to be provided or an inspection conducted, and may be at the expense of the Producer, including the Administrator's **inspection fee** of $0.00

3.4 In the event that the Producer repays the amount of the Advance to the Administrator by selling the Agricultural Product(s) or part of the Agricultural Product(s) to a buyer(s) in the manner described in Paragraph 3.1.a of these Terms and Conditions, the Producer shall:

3.4.a. indicate in writing to the Administrator to which buyer(s), named by the Administrator, the Agricultural Product(s) will be sold, prior to selling said product(s) to said buyer(s);

3.4.b. notify the Administrator immediately upon receiving any information to the effect that said buyer(s) is not promptly remitting to the Administrator the amount so withheld; and

3.4.c. remain liable to the Administrator for repayment of any part of the Advance where said buyer(s) has failed to remit to the Administrator that part of the Advance withheld by it pursuant to its Agreement with the Administrator.

3.5 The Producer agrees that the full amount of repayments received by the Administrator will be applied first to the portion of the Advance on which the Minister pays the interest until it is repaid, before being applied to any other amount owing under this Repayment Agreement.

3.6 If a Producer that is an individual (sole proprietor) dies or is declared legally incapable of making decisions, no interest penalty will be applied for failing to provide proof of sale or documentation of disposal.

4.0 Security Interests

4.1. The Producer hereby grants a continuing security interest in the Agricultural Product(s) used to obtain the Advance, and in any Agricultural Product(s) produced in a subsequent Production Period by the Producer and all proceeds of such, to the Administrator to secure repayment of the debt owing to the Administrator arising from this Repayment Agreement. The Producer declares that the Administrator's security interest in the Agricultural Product(s) shall rank prior to the interest of any other secured creditor. The Producer confirms that signed priority agreements have been obtained from all secured creditors who have or may be entitled to a security interest in the Agricultural Product ranking ahead of the Administrator, including those listed in Section 1.7 of the Application or otherwise identified through lien search. The Producer agrees that upon default, the Administrator has the right to seize the Producer's Agricultural Product(s), and any Agricultural Product(s) produced in a subsequent Production Period, wherever situated, sell the Agricultural Product(s) as it sees fit, and apply the sales proceeds to reduce the Producer's debt owing to the Administrator arising from this Repayment Agreement, including interest and any default management costs, until fully repaid.

4.2.1 To further secure the Advance, the Producer hereby irrevocably assigns their current year, and any future year, payments under the Eligible BRM Program(s) listed in Section 2.2 of the Application to the Administrator to secure repayment of the debt owing under this Application and Repayment Agreement until it is fully repaid. The Producer agrees that once in default these BRM Program payments will be paid automatically to the Administrator to offset the debt owing under this Repayment Agreement is repaid in full. The Producer declares that the assignment of these BRM Program payments to the Administrator takes priority over any other security interest. The Producer confirms that all necessary signed priority agreements with any secured creditor have been obtained such that the Administrator's security interest in these BRM Program payments ranks in priority to any other interests. The Producer agrees and understands that the Administrator may register financing statement(s) on these BRM Program payments at such provincial Property Security registries as the Administrator determines advisable. The Producer hereby waives all rights to receive from the Administrator a copy of any financing statement or confirmation statement issued at any time respecting the Administrator's security interest in these BRM Program payments.

4.2.2 To further secure the Advance, the Producer hereby irrevocably assigns:

4.2.3 for all Eligible BRM Programs listed in Section 2.3 to 2.7 of the Application, as applicable, with the exception of AgriStability and ASRA, their current year payments under the Eligible BRM Program(s) to the Administrator to secure repayment of the debt owing by the Producer to the Administrator arising from this Repayment Agreement; or

4.2.4 where the Eligible BRM Program(s) listed in Section 2.3 to 2.7 of the Application, as applicable, are AgriStability and/or ASRA, their current year, and any future year, payments under the Eligible BRM Program(s) to the Administrator to secure repayment of the debt owing by the Producer to the Administrator arising from this Repayment Agreement.

The Producer agrees that these BRM Program payments will be paid automatically to the Administrator until the debt owing by the Producer to the Administrator arising from this Repayment Agreement is repaid in full. The Producer declares that the assignment of these BRM Program payments to the Administrator takes priority over any other security

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interest. The Producer confirms that all necessary signed priority agreements with any secured creditor have been obtained such that the Administrator's
security interest in these BRM Program payments shall rank in priority to any other interests. The Producer agrees and understands that the Administrator may register financing statement(s) on these BRM Program payments at such provincial Property Security registries as the Administrator determines advisable. The Producer hereby waives all rights to receive from the Administrator a copy of any financing statement or confirmation statement issued at any time respecting the Administrator's security interest in these BRM Program payments.

4.3. **For a Continuous Flow Operation**, the level of inventory on which the Advance was calculated must be the minimum inventory maintained throughout the Advance Cycle.

4.4. Through no fault of the Producer, should the quantity of the Agricultural Product(s) used to secure the Advance not be sufficient to justify the outstanding Advance, the Administrator shall notify the Producer that they have **thirty (30) calendar days** to either repay the part of the outstanding Advance that exceeds the reduced coverage or make application for an advance on another Agricultural Product(s) and have the proceeds of the advance amount applied to the deficit. Failing this, the Producer will be declared in default. Upon reimbursement of the part of the outstanding Advance that exceeded the reduced coverage, if the Advance was under the terms and conditions for a Continuous Flow Operation, the Producer remains eligible for said terms and conditions on the outstanding balance of the Advance.

4.5. Should the quantity of the Agricultural Product used to secure the Advance be reduced, through an act of the Producer, and not be sufficient to cover the outstanding Advance, the Producer will be immediately declared in default. If the outstanding Advance was under the terms and conditions for a Continuous Flow Operation, the Administrator must also notify the Producer of the loss of the benefits under the terms and conditions for Continuous Flow Operations and that a repayment will have to be made with every subsequent sale.

4.6 Where a Reseeding Benefit is available and the Producer suffers a loss prior to the associated reseeding deadline, the Producer agrees to reseed in order to ensure that they continue to qualify for a full crop insurance indemnity should additional losses be experienced. Otherwise the Producer will be considered in an overpayment situation on the unsecured amount and will have **thirty (30) calendar days** from the reseeding deadline to repay the part of the outstanding amount of the Advance that exceeds the reduced coverage amount by the greater of ten thousand dollars ($10,000) or ten percent (10%) of the total amount of the Advance or, if eligible, make application for an Advance on another Agricultural Product(s) and have the proceeds applied to the deficit. Failing this, the Producer will be declared in default.

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

4.8 With the exception of addressing an overpayment as per Section 4.4, the Agricultural Product(s) used to secure an advance cannot be changed following receipt by the Administrator of the BRM Program Coverage Report or of other means of confirmation of Production Units.

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

5.0 Default

5.1 The Producer is in Default if the Producer has not met all of their obligations under the Repayment Agreement at the end of the production period for which the advance was made;

5.2 The Administrator shall declare a producer in Default and immediately inform the Producer of the same, if the Producer:

a) Failure to comply with this Repayment Agreement, including but not limited to full repayment by the end of the Production Period, will result in the account being declared in default.

5.3 The full impact of a default is summarized below:

- a) Default Interest is charged at Prime Rate plus one percent (Prime +1%) simple interest on the outstanding amount of the advance from the Date the Advance was issued to the date the Producer was declared in Default.
- b) Default interest is charged at the Prime Rate plus 1% (Prime + 1%) simple interest on the Producer's liability from date of default to full repayment
- c) A one-time Default Management Fee of $1,000.00 IS charged immediately upon default.
- d) Defaulted producers may face an ineligibility period (subsection 5.6)

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

5.5 Pursuant to Section 23(4) of the AMPA, the Producer agrees that if they reside in a province where the legislation allows for the extension of the limitation period , to extend the limitation period of six (6) years from the day on which the Minister is subrogated as per section 5 the Terms and Conditions of the Application and Repayment Agreement for the purpose of initiating actions or proceedings to recover any amounts owed to the Crown.

5.5.a.If the Producer is in Default, and the Default amount is repaid by the Minister under the Guarantee, becoming a debt to the Crown, the Producer's information, including the amount owed, will be shared with other organizations, including credit bureaus.

5.6 For the purpose of this Repayment Agreement, the following ineligibility periods will be applied:

5.6.a. **No ineligibility period** where the defaulted Advance is repaid within six (6) months of being declared in default;

5.6.b. An ineligibility period of **one (1) year from the date of full repayment** where the defaulted Advance is repaid beyond six (6) months of being declared in default;

5.6.c. An ineligibility period of **two (2) years from the date of full repayment** where the Producer has defaulted twice within the last three (3) years that the Producer has participated in the program;

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5.6.d. An ineligibility period of **three (3) years from the date of full repayment** to AAFC where the defaulted file has been paid under the guarantee by the Minister;
5.6.e. An ineligibility period of **six (6) years from the date of recovery** of the debt in accordance with the terms a compromise settlement;
5.6.f. An ineligibility period of **three (3) years from the date of full repayment** where the Minister has had to write off the Producer's debt under the program; or
5.6.g. An ineligibility period of **seven (7) years from the date of discharge** where the Producer has declared bankruptcy under the *Bankruptcy and Insolvency Act*, or under any other insolvency or bankruptcy related statute such as the *Companies' Creditors Arrangement Act*.
5.7 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 and costs provided for in this Repayment Agreement. Such assignment becomes effective and will be registered only when the Producer becomes in default.
5.8 In the event where the Producer is declared in default, the Minister makes payment under the guarantee, and the Minister is subrogated the rights of the Administrator, the prime rate referenced in Paragraph 6.2.b will change from the prime rate of the Administrator's Lender to the average aggregated prime rate ("Prime business" rate) as published in the Daily Digest on the website of the Bank of Canada.
5.9 Where the Administrator has submitted the Producer's file to AAFC for payment by the Minister under the Guarantee and where AAFC has recovered the outstanding debt from the Producer, in full or in part through a compromise settlement, and where there are still Default Management Fees owing to the Administrator by the Producer, the Administrator reserves the right to continue to pursue repayment of these Default Management Fees from the Producer.

6 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 percent** on the amount of the advance designated as interest free;
b) **TD Prime rate + .25%** simple interest on the amount of the advance designated as interest bearing, calculated daily. If the interest rate negotiated with TD Bank of Montreal is different than what is charged to the Producer by the Administrator, the difference will be used to cover the costs of administering the APP;
c) **TD Prime rate plus 1% simple interest** in penalty interest in the event the Producer chooses to repay an amount in excess of the limit outlined in Paragraph 3.3.a. of these Terms and Conditions without providing proof of sale. The penalty interest will be applied to the amount in excess of the limit from the date the Advance was issued to the day the repayment was made and shall be paid by the Producer to the Administrator no later than **twenty-one (21) calendar days** of the end of the Production Period.

6.2 In the event that the Producer is declared in Default, the interest payable by the Producer will be:

a**) TD Prime rate plus 1%** simple interest on the amount of the outstanding balance from the date the advance was cashed to the date the Producer was declared in Default, and
b**) TD Prime rate plus 1%** simple interest 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.

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

7.0 General Provisions

7.1. The Producer agrees to provide the Administrator with any information requested by the Administrator to substantiate the statements made within this Application to further satisfy eligibility requirements. Failure to provide such documentation as requested by the Administrator may result in a rejection of the application or in being declared in default if the Advance has been issued.
7.2. The Producer is aware that a recalculation of the Advance may occur based on changes to market prices and that it could result in an overpayment with either a repayment or application of a new advance against the overpayment amount being required within **thirty (30) calendar days**.
7.3. The Advance under this Repayment Agreement is deemed to have been granted on that portion of the Producer's Agricultural Product(s) first sold. The Producer shall not dispose of any other part of this Agricultural Product(s), in any manner, before disposing of that portion of the Agricultural Product(s) for which the Advance was received. This means that a repayment must be made by the Producer with the first sale of the Agricultural Product(s).
7.4. This Repayment Agreement shall commence upon approval and execution of this Repayment Agreement by the Administrator, and shall terminate upon repayment of all amounts provided for in this Repayment Agreement.
7.5. The Administrator or its authorized agent has the right to perform credit checks on the Producer and inspect the Agricultural Product at any time while the Producer has advances outstanding under the program.
7.6. The Producer shall give immediate notice to the Administrator of any material loss, destruction or damage to the Agricultural Product(s). If the Agricultural Product(s) or a portion of the Agricultural Product(s) for which an Advance was made ceases to be in marketable condition, the Producer shall be subject to the actions set out in Sections 4.3. or 4.4. of the Terms and Conditions depending on if the loss, destruction or damage was the Producer's fault or not.

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7.7. The Producer shall respect the terms of the Eligible BRM Program(s) used as security and shall ensure the assignment of any payments from the Eligible BRM Program(s) to the Administrator up to the extent of the outstanding Advance, interest and costs/fee. The Producer must notify the Administrator within **seven (7) calendar days** if further requests for an assignment of the Eligible BRM Program proceeds are made, granted or registered.

7.8. This Repayment Agreement shall be interpreted in accordance with the laws of the province of British Columbia, Canada.

7.9. The Producer shall have multi-peril insurance coverage on their farming operation, which includes the entire Agricultural Product(s) for which the Advance was made, where the Agricultural Product(s) is stored on the premises. This coverage must be sufficient to cover the full extent of the Advance until the Producer's liability is repaid. If the Agricultural Product(s) is stored off-farm at a commercial storage facility, the Producer must ensure that the commercial storage facility has such insurance.

7.10. Whenever the singular or masculine is used throughout this Repayment Agreement, it shall be construed as including the plural, feminine or neutral whenever the context and/or the parties hereto require.

7.11. In the event that any part of this Repayment Agreement is found to be invalid by a court of law, then the Producer agrees to be bound by the terms and provisions of the balance of this Repayment Agreement.

7.12. This Repayment Agreement shall not terminate by reason of death or disability of the Producer, but shall continue to be binding upon personal representatives to execute any instruments which may be necessary or proper to carry out the purpose and intent of this Repayment Agreement.

7.13. Where the Administrator determines that the Producer is insolvent, bankrupt, or has recently filed a notice of intention to make a proposal or has made a proposal under the *Bankruptcy and Insolvency Act* or is seeking protection under any other insolvency or bankruptcy related statute such as the *Companies' Creditors Arrangement Act* and the *Farm Debt Mediation Act,* the Producer's application must be rejected.

7.14. No amendment to this Repayment Agreement which may result in the reduction of the value of the security pursuant to Section 4.0 of these Terms and Conditions, other than an amendment to correct a clerical or mathematical error, shall be made without written permission of the Minister, except under the following circumstances:

7.14.a. the value of the Agricultural Product(s) produced has decreased through no fault of the Producer to the extent that it has made it more beneficial to feed the Agricultural Product(s) to the Producer's animals than to sell it; or

7.14.b. the cost of feed has increased to the point where it is more beneficial to feed the Agricultural Product(s) to the Producer's animals than to purchase feed.

7.15. Unless authorized by the Minister, any amendment to the Repayment Agreement as per Subsection 7.14 of these Terms and Conditions will not be retroactive and will come into force on the day that the amendment is signed. The Parties recognize that any interest benefit received as a result of Paragraph 6.1.a of these Terms and Conditions before the coming into force of the amendment does not need to be reimbursed.

7.16. All parties herein agree that should there be any discrepancies between this Repayment Agreement and the *AMPA* and its regulations, the *AMPA* and its regulations will supersede this Repayment Agreement.

7.17. The Producer agrees that AAFC on behalf of the Minister may contact them for the purpose of evaluating the program.

7.18. If the Producer misrepresents information and/or fails to provide information that may be deemed important for the verification of the advance Application, repayment of the advance, or payment of program penalties, all benefits under the APP may be forfeited, and the Producer may be subject an APP ineligibility period of **five (5) years**, exclusion from other Agriculture and Agri-Food Canada programs, and prosecution.

7.19. An appeal process is in place for cases where the Application is rejected. The appeal will be reviewed by knowledgeable program staff who did not participate in the initial decision to reject the Application. The appeal process concerns only program eligibility. Producers will not be able to appeal the advance amount(s) it is determined that they are eligible to receive under the program.

7.20 Where the Administrator has submitted the Producer's file to AAFC for payment by the Minister under the guarantee and where AAFC has recovered the outstanding debt from the Producer in full or in part through a compromise settlement, and where there are still Default Management Fees owing to the Administrator by the Producer, the Administrator reserves the right to continue to pursue the repayment of these Default Management Fees from the Producer.

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BCBFA

Agriculture and Agri-Food Canada | Agriculture et Agroalimentaire Canada
Advance Payments Program | Programme de paiements anticipés

DECLARATION OF PRODUCER & REPAYMENT AGREEMENT

The Advance Payments Program (APP) is a Government of Canada program which supports the provision of cash advances to Producers across Canada. Under the APP, Agriculture and Agri-Food Canada (AAFC) provides funding to guarantee advances taken by Producers through farm organizations and covers the interest on the first $250,000 in advances taken by each Producer under the program.

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).
2) One of the Partners/Shareholders/Members/Authorized Officer am of the age of majority, and declare that the Corporation/Cooperative/partnership is controlled by a Canadian Citizen(s) or a permanent resident(s).
3) I am, or at least one of the Partners/Shareholders/Members is the producer of the Agricultural Product for which this application is made
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.
7) Neither I, nor any of the farming operations listed on the Producer's Declaration Form, the Partnership/Corporation/Cooperative or any of the Partners/Shareholders/Members listed in this Application, nor any of the Related Producers listed in 1.6.1 of this Application and Repayment Agreement are ineligible 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/animals), 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 declare that this Application is consistent with the purpose of the APP.
16) I, or the Partners/Shareholders/Members certify that all of the information provided in this Application is true and correct in every respect.
17) I, or the Partners/Shareholders/Members 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 BCBFA BC Breeders & Feeders Association and AAFC to collect the information contained in, with, or pursuant to this Application and Repayment Agreement. AAFC may use the information to verify and/or assess the Application and Repayment Agreement, as well as to administer, audit, analyze, and evaluate the APP. The personal information provided will be protected under the federal *Privacy Act* and the provisions of the federal *Access to Information Act*. The information on this form is collected under the authority of section 10 of the *Agriculture Marketing Programs Act.* Any personal and business 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* and *Access to Information Act*. The information may also be used for statistical and reporting purposes or to evaluate the scope, direction and effectiveness of agricultural programming. Individuals have the right to request access and correction to their personal information. Should you have any questions concerning your Privacy, please contact: Agriculture and Agri-Food Canada's Access to Information and Privacy Director, Floor 10, 1341 Baseline Road, Tower 7, Ottawa ON K1A 0C5 or by email at AAFC.Privacy-vieprivee.AAC@AGR.GC.CA and reference AAFC's personal information bank *Agricultural Marketing Programs Act:* Advance Payments Program, PPU 140.
20) I authorize BCBFA BC Breeders & Feeders 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 (TD) for the purposes of verifying APP entitlements, verification, assignment and realization of security.

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21) I authorize BCBFA BC Breeders & Feeders 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 organizations administering the APP, for the purposes of verifying benefits under the APP.
22) I consent to the right of the Minister of AAFC to contact me/us for purposes of evaluating *AMPA*.
23) If I am a current or former public office holder, public servant or Member of the House of Commons, I am not prohibited to derive benefits from the APP under any applicable federal conflict of interest or ethical principles, and I am in compliance with applicable federal conflict of interest or ethical principles, rules and obligations.
24) 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.
25) 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.
26) "That BCBFA BC Breeders & Feeders 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 BCBFA BC Breeders & Feeders 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 BCBFA BC Breeders & Feeders Association."
27) That in order to determine my/our financial situation, I/we authorize BCBFA 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 BCBFA my/our personal information, BCBFA 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 BCBFA at their discretion and waive our rights under the *PIPED Act*.
28) "I acknowledge that the BCBFA, on behalf of the federal government, may register an assignment with the provincial production insurance agency without further notice, giving the BCBFA BC Breeders & Feeders Association priority on any production insurance payouts up to the amount owing on the advance, plus any interest."
29) I acknowledge that the BCBFA, or the Federal Government, may register an assignment on BRM Program payments giving the BCBFA BC Breeder & Feeder Association priority on any BRM Program payments up to the amount owing on the advance, plus any interest.
30) 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.
31) 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 BCBFA 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.
32) 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 with twenty (20) calendar days of the reseeding deadline.
33) I declare that I, or the Partners/Shareholders/Members, or the Partnership/Corporation/Cooperative as applicable, have not recently filed a notice of intention to make a proposal or made a proposal under the Bankruptcy and Insolvency Act; 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.
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 BCBFA immediately.
35) I or the Partners, as applicable, acknowledge that when the Administrator receives a payment in accordance with the Terms and Conditions of this Repayment Agreement, the Administrator must first reduce the portion on which the Minister pays the interest.
36) Authorization to Collect and Disclose Information- British Columbia Insurance Corporation (BCIC) may disclose my information, including personal information within the meaning of The Freedom of Information and Protection of Privacy Act, to BCBFA and AAFC for the purpose of AAFC's Advance Payments Program. The information collected may include, but it not limited to, crop insurance information, AgriStability information, and income and expenses related to my business or farming operation.

a) British Columbia Insurance Corporation (BCIC) may collect my information, including personal information within the meaning of The Freedom of Information and Protection of Privacy Act, from BCBFA and AAFC for the purpose of AAFC's Advance Payments Program.

b) AAFC and BCBFA 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 BCBFA..

I acknowledge that BCIC may also collect and disclose corporate information for these purposes.
37) Authorization to Collect and Disclose Information - Provincial Crop Insurance/AgriStability/Global Ag Risk Solutions/WLPIP may disclose my information, including personal information within the meaning of The Freedom of Information and Protection of Privacy Act, to BCBFAand 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, WLPIP information and income and expenses related to my business or farming operation.

a) Provincial Crop Insurance/AgriStability/Global Ag Risk Solutions/WLPIP may collect my information, including personal information within the meaning of The Freedom of Information and Protection of Privacy Act, from BCBFA and AAFC for the purpose of AAFC's Advance Payments Program.

b) AAFC and BCBFA 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 BCBFA.

c) I acknowledge that Provincial Crop Insurance/AgriStability/Global Ag Risk Solutions/WLPIP may also collect and disclose corporate information for these purposes.

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This agreement shall be governed by and interpreted in accordance with the laws of British Columbia. 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 British Columbia.
38)I understand that if the Advance goes into Default, and the Default amount is repaid by the Minister under the Guarantee, becoming a debt due to the Crown, my information, including the amount owed, will be shared with other organizations, including credit bureaus
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 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 above information is true and accurate at the time of completion and agree to repay the administrator any difference, where applicable, as stated above. I agree to comply with all of the Terms and Conditions included in this APP Application and Repayment Agreement.

Individual Producer/Corporation or Cooperatives

I being authorized to sign or having signing authority for the Corporation or Cooperative

- hereby agree that the information provided in this Application and Repayment Agreement is true and accurate based on my knowledge at the time of the application;
- hereby agree that I have completed and signed an Advance Payments Program Application and Repayment Agreement;
- hereby agree to comply with all of the terms and conditions included in this Advance Payments Program Application and Repayment Agreement.

Signature of Producer	Name of Producer (please print)	Date

Partnerships

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

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

Signature of Shareholder	Name of Shareholder (please print)	Date
Signature of Shareholder	Name of Shareholder (please print)	Date
Signature of Shareholder	Name of Shareholder (please print)	Date

FOR OFFICE USE ONLY
I declare having taken all necessary steps, in accordance with the AMPA, it's 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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