



Advance Payment Program Application and Repayment Agreement for 2010/11

ALBERTA

ELIGIBLE CROPS:

Canola	Canaryseed	Chickpeas <i>(Kabuli & Desi)</i>	Other Coloured Beans
Flax	Buckwheat	Peas	Faba Beans
Oats	Triticale	Pinto Beans	Soybeans
Rye	Hemp <i>(for oil only)</i>	White Beans	Timothy Hay <i>(for export only)*</i>
Mustard	Lentils		

**Supreme, Premium, Choice and Standard
(must be listed specifically as Timothy Hay on producer's
production insurance document)*

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).

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 to authorized buyers or otherwise as set forth in this agreement **on or before September 30, 2011**, failing which the producer will be declared in default.

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





Please read before completing this application

Eligibility

Any individual producer, who is a Canadian citizen or a permanent resident of Canada and who has reached the age of majority in the province of operation, can make application. Corporations, cooperatives and partnerships are also eligible.

If you or any related producer has an outstanding default on a previous crop year advance with any APP administrator, you will be ineligible for an advance under the Agricultural Marketing Programs Act (AMPA).

Advance Limits

Producers can qualify for a maximum of \$400,000 with the first \$100,000 interest free. The interest free provision and maximum advance is cumulative over all organizations under the APP. Examples include advance from CCGA, CWB and livestock advances from CLAA.

The maximum cumulative advance that can be issued to an applicant, including current outstanding advances (2009) and eligible advances for 2010, can at no time exceed \$400,000.

Producer Payments

Cheques to applicants will be issued less applicable application fees and withhold amounts.

Producers applying for an Intended Seeded Pre-Harvest Advance are eligible to receive 60% of their requested advance upon approval of their application. The remaining 40% will be issued when the CCGA receives the producer's Actual Seeded Pre-Harvest Advance and a confirmed Seeded Acreage Report from their crop insurance agency.

Administration Fees

CCGA will charge an administration fee for application processing. Fees are as follows:

1. \$150.00 for each initial enrolment. If cancellation of the application takes place after a cheque has been printed, the administration fee will remain payable to CCGA.
2. \$75.00 fee, per application, will be applied for each subsequent application or if the producer chooses to use two (2) forms of security on one application.

Withholds

In order to meet its obligation to Agriculture and Agri-Food Canada and to cover interest charges, the CCGA will withhold 3% on all advance amounts. All interest earned on the withhold amounts is used to offset administration costs.

The withhold amount will be issued back to the applicant (less any outstanding interest charges) upon full repayment of this advance, provided the advance has not gone into default. In the event that this advance goes into default, the withheld amount will be applied against the interest and principal amounts owing, as specified in AMPA.

Interest Charges

Interest bearing advance accounts will have the interest added monthly and shown on their accounts.

The interest rate, for the advance portion that will be interest bearing, is the Canadian Imperial Bank of Commerce prime lending rate, calculated daily and compounded monthly.

Repayment

The amount producers must repay to the CCGA is the total of the cash advance cheque(s), plus the 3% withhold amount, plus the administration fee and any interest, if owing.

Repayments will first be applied against any interest free portion of an advance.

Producers are required to repay their advance as the commodity, for which the advance was taken, is sold. Read the Terms and Conditions in 3.0 of the Repayment Agreement about options for repayment.

All cash repayments, as described in 3.0 of the *Repayment Agreement*, must be accompanied by the applicable sales receipt or cash ticket.

Inspection, Verification & Right of Refusal

A field and/or inventory inspection may be required to verify compliance with the AMPA. As administrator, the CCGA reserves the right to refuse any applicant.

Authorized Buyer

A list of authorized buyers can be found at www.ccgga.ca

Default

The 2010/11 advance must be repaid on or before **September 30, 2011**. 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
3. costs incurred by the Administrator to recover the outstanding advance (a standard rate of 10% plus GST will be applied to the outstanding balance as of 45 days after default), interest charges and applicable legal costs.

If the producer has defaulted twice in any APP program year since and including 2007, they will not be eligible for any new advance for one year from the date that all defaulted advances are paid in full.

If the producer has defaulted three times since and including 1998, the producer will not be eligible for any new advance for one year from the date all defaulted advances are paid in full.

If the producer defaults during the current program production period, the producer will not be eligible to receive additional advance funds during the remainder of the current program.

An ineligibility period of 6 months will be applied once a first time default for the producer has occurred and his default has not been repaid, in full, prior to the beginning of a new program.

IMPORTANT DEADLINE INFORMATION FOR PRODUCERS

ALBERTA

 Please read dates before completing this application.

The table below outlines important deadlines for subsequent applications, supporting documentation and account repayment.

April 1, 2010	2010/11 Intended Seeded Pre-Harvest Advance available
June 20, 2010	Last date for application of Intended Seeded Pre-Harvest Advance
July 31, 2010	Last date to transfer Intended Seeded Pre-Harvest Advance to Actual Seeded Pre-Harvest Advance. Requires confirmed seeded acreage report from applicable crop insurance agency.
Aug 31, 2010	Last date to apply for Actual Seeded Pre-Harvest Advance
Sept 1, 2010	First day to apply for Post Harvest Advance
Dec 31, 2010	Last date to transfer Actual Seeded Pre-Harvest Advance to a Post Harvest Advance or to repay Actual Seeded Pre-Harvest Advance without transfer
March 1, 2011	Last date to apply for Post Harvest Advance
Sept 30, 2011	Last date to repay 2010/11 Advance

...and avoid costly delays in having your application processed in a timely manner.

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

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

✓ when complete	Requirements	Page #	Instructions
■	Producer Information	6	If applying as a sole proprietor, fill in sections 1, 3, 4, 5 and 6. If applying as a partnership, corporation or cooperative, fill in sections 2, 3, 4, 5 and 6. If you have a business partner, spouse or other person who has your approval to contact the CCGA about your account, include their full name as an authorized person in Section 1.
■	Certificate of Incorporation, Proof of Partnership	6	If applying as a partnership, corporation or cooperative, include a copy of proof of legal structure. Applicants who received a 2009/10 advance from the CCGA, and who continue to operate with the same corporate structure, do not need to submit this documentation.
■	Direct Deposit Authorization <i>Signature Required</i>	6	If the applicant wishes to have funds deposited to their banking institution, they must sign this form. Otherwise funds will be paid by cheque.
■	Intended Seeded Pre-Harvest Advance	7	Complete this form if you are applying for an advance prior to seeding your crop or prior to receiving a Confirmed Seeded Acreage Report from your crop insurance agency. Applicants who carry crop insurance must use that as security. If the applicant is using AgriStability as security, call 1-866-745-2256 to request the appropriate rates for calculating your eligible advance.
■	Confirmation of Valid Crop Insurance	7	Applications for an Intended Seed Pre-Harvest Advance must be accompanied by a confirmation of the applicant's crop insurance coverage for 2010/11 if using crop insurance as security.
■	2010 AgriStability Enrolment Notice and Reference Margin	7	Applications for an Intended Seed Pre-Harvest Advance must be accompanied by these documents if applicant is using AgriStability for security.
■	Producer's Declaration <i>Signature Required</i>	8	First time applicants, applicants whose last advance was received prior to 2007, or applicants whose corporate structure has changed must complete and sign this form.
■	Related Producers	9	If applying as a sole proprietor, complete this form.
■	Priority Agreement for Crop Inputs Supplier <i>Signature Required</i>	10	Every applicant (new and former) must have this agreement filled out by their crop inputs supplier. Ensure that the crop inputs supplier has signed this form before mailing to the CCGA. Input suppliers should call 1-866-745-2256 if they have any questions about this form

CHECKLIST

✓ when complete	Requirements	Page #	Instructions
<input type="checkbox"/>	Priority Agreement with a Secured Creditor <i>Signature Required</i>	11	Every applicant (new and former) must have this agreement filled out by their lending institution. Ensure that the lending institution has signed this form before mailing to the CCGA. Lending institutions should call 1-866-745-2256 if they have any questions about this form.
<input type="checkbox"/>	Joint & Several Liability Continuing Guarantee <i>Signature Required</i>	12	If applying as a partnership, corporation or cooperative, complete this form. Applicants that received a CCGA advance since 2007 and who have not had a change in legal structure do not need to complete this form.
<input type="checkbox"/>	Acknowledgement of Guarantee Certificate <i>Signature Required</i>	14	All applicants (new and former) must sign this certificate and have it notarized by a lawyer or Notary Public.
<input type="checkbox"/>	Assignment of Indemnity <i>Signature Required</i>	15	All applicants (new and former) using crop insurance as security, must complete this form, sign it and have it witnessed. Crop insurance does not need to sign or review this document.
<input type="checkbox"/>	Business Risk Management Program Proceeds-Assignment Agreement <i>Signature Required</i>	16	If the applicant is using AgriStability as security, this form must be completed and signed by the applicant.
<input type="checkbox"/>	Actual Seeded Pre-Harvest Advance <i>Signature Required</i>	17	Complete this form if you are applying for an advance after receiving your Confirmed Seeded Acreage Report from crop insurance or to transfer your Intended Seeded Pre-Harvest Advance to an Actual Seeded Pre-Harvest Advance, which will trigger a payment on the remaining advance requested. Make sure to circle Yes or No, indicating whether you wish to receive the second payment installment. The applicant must sign this form. If applying using AgriStability as security, a Commissioner of Oaths must also sign the application.
<input type="checkbox"/>	Confirmed Seeded Acreage Report	17	Application for an Actual Seeded Pre-Harvest Advance must be accompanied by a Confirmed Seeded Acreage Report from the applicant's crop insurance agency, if using crop insurance as security.
<input type="checkbox"/>	Coverage Detail Document	17	If applicant has not applied for a Intended Seeded Pre-Harvest Advance, a Coverage Detail Document must also accompany this Actual Seeded Pre-Harvest Advance application.
<input type="checkbox"/>	2010 AgriStability Enrolment Notice and Reference Margin	17	If applicant has not applied for an Intended Seeded Pre-Harvest Advance and is using AgriStability as security, these documents are required with an Actual Seeded Pre-Harvest Advance application.
<input type="checkbox"/>	Declaration of Producer & Repayment Agreement Form <i>Signature Required</i>	18	This agreement must be signed and dated by the applicant and witnessed.



Mail your completed application to:

Canadian Canola Growers Association
400-1661 Portage Avenue
Winnipeg, Manitoba R3J 3T7



For questions or inquiries:

Toll-free: 1-866-745-2256
E-mail: ccga@ccga.ca
Web site: www.ccga.ca

PRODUCER INFORMATION

ALBERTA

THE APPLICANT MUST HAVE OWNERSHIP OF THE AGRICULTURAL PRODUCT BEING APPLIED ON IN THIS ADVANCE.

1. Sole proprietors:

Full Legal Name of Individual, as on Birth Certificate (First name, Middle names, Surname)	Birthdate (MM/DD/YYYY)
Full Legal Name of person(s) authorized to exchange account information	Relationship

2. Partnerships, Corporations or Cooperatives:

Legal Name of Partnership, Corporation or Cooperative

3. Other Producer Information:

CWB Permit #	APP ID # (if known)
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4. Address:

Street/Box#	City/Town	Province	Postal Code
Home Residence: (Section, Township, Range, Street)	Home Telephone #	Alternate Telephone #	E-mail

5. Grain Company Information:

Grain Co. Name	Station		
Mailing Address: Street/Box #	City/Town	Province	Postal Code
Telephone #	Alternate Telephone #	Email Address	

6. Security of Advance:

Eligible BRM Program (AgriStability) PIN #	Year	
Production Insurance Contract #	Production Insurance Office Name	Telephone #

DIRECT DEPOSIT AUTHORIZATION

If you wish to have the advance directly deposited into your account, please attach a VOID cheque from your specific account and financial institution. If you used direct deposit with CCGA previously for exactly the same account and financial institution branch, you only need to sign below. If the financial institution requires the advance to be issued jointly, direct deposit is not possible.

Signature of Producer	Date	<input type="checkbox"/> check box if used Direct Deposit previously
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FOR CCGA USE ONLY CCGA #

RATES/MT	Canola - \$182.00	Rye - \$75.00	White Beans - \$330.00	Timothy Hay Standard - \$53.00
	Peas - \$92.00	Buckwheat - \$185.00	Soybeans - \$147.00	Non-Board Wheat - \$87.00
	Flax - \$190.00	Triticale - \$45.00	Other Coloured Beans - \$353.00	Non-Board Barley - \$78.00
	Lentils - \$260.00	Hemp (seed for oil only) - \$480.00	Fababeans - \$90.00	Non-Board Durum - \$78.00
	Mustard - \$247.00	Desi Chickpeas - \$250.00	Timothy Hay Supreme - \$78.00	
	Canaryseed - \$198.00	Kabuli Chickpeas - \$275.00	Timothy Hay Premium - \$69.00	
	Oats - \$80.00	Pinto Beans - \$343.00	Timothy Hay Choice - \$64.00	

Be sure to include a Valid Confirmation of Crop Insurance. If using AgriStability, send 2010 Enrolment Notice and Reference Margin.
 NOTE: If you carry crop insurance you MUST use that as security.

Crop	Security Type		Land/Soil Type	2010 Intended Seed Acres	Production Insurance Coverage MT/Acre OR Coverage Level on AgStab.	Rate/MT	\$ Amount
	Crop Ins.	Ag Stab.					
					X	X	=
					X	X	=
					X	X	=
					X	X	=
					X	X	=
					X	X	=
					X	X	=
TOTAL OF ABOVE CROPS: (Maximum \$ 400,000.00)							\$

Total of Eligible Advance \$
 Advance Requested by Producer \$

Producers Outstanding Balances and Advances Issued

2009 APP Outstanding Advances with CCGA \$
 2009 APP Outstanding Advances from any other organization (including CWB) \$
 2010/2011 APP Advances issued from any other organization (including CWB) \$

List organization names and amounts for each of the above: _____
 Legal description of land where you intend to seed the crop(s) _____

Your Initial Installment cheque will be 60% of requested amount LESS 3% withhold and \$150.00 administration fee*

*Based on information provided, the requested advance amount may have been changed due to BRM Eligible Amounts, or correction of incorrect calculations.

The Actual Seeded Pre-Harvest Advance will be sent to you with a copy of your paperwork and/or cheque. If desired, retain a copy of this page for your files.

FOR CCGA USE ONLY	Advance Approved by Administration	
	Initial Installment (60% of Requested Amount)	
	CCGA #	

THIS DECLARATION WILL CONTINUE FOR ADVANCES MADE TO THIS ENTITY NOW AND IN THE FUTURE UNLESS CHANGES ARE MADE TO CORPORATE STRUCTURE OR PROGRAM.

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

Producer's full legal name(s):

Name

List Producer (s) as well as all related Producers to this application, including Name (full legal names), APP ID#, and Date of Birth. Full legal name consists of First name, Middle name and Last name. If Producer has no Middle name please indicate.

Name	APP ID #	Birthdate (MM/DD/YYYY)
Name	APP ID #	Birthdate (MM/DD/YYYY)
Name	APP ID #	Birthdate (MM/DD/YYYY)
Name	APP ID #	Birthdate (MM/DD/YYYY)

Please check one of the following statements:

- a) For the purposes of applying as an individual producer, 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 or;
- b) Enclosed is a list and percentages of shares, of all other farming operations and corporations carrying on farm operations in which I have an interest.

Mandatory - check either Yes or No to the following:

Yes No

I/We are declaring that I/We have not recently filed a notice of intention to make a proposal OR made a proposal under the *Bankruptcy and Insolvency Act*, is subject to a receiving order under that act, is bankrupt 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*.

Advances Previously Received:

List all cash advances attributed to any shareholder, member or partner taken on commodities for the current production year through all other advance organizations (including CWB)

Name of Shareholder, Member or Partner	Name of Advance Issuer	Agricultural Product for which Advance was rec'd	Production Period	Amount of Advance Rec'd (in\$)

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:

Signature of Producer	Date (MM/DD/YYYY)
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In this section:

RELATED PRODUCERS are producers with whom the applicant does not deal at arm's length. These can include: siblings, parents or children (by blood, marriage or adoption); spouses (including common-law); or individuals with whom the applicant is cohabitating.

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

BUSINESS ENTITY means any corporation, partnership, cooperative or other association of persons of which you or a related individual (as defined above) is a shareholder, partner or member, as the case may be.

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

If you answer **YES** to questions 1 or 2 below, complete the Related Producers section, which is a declaration of relatedness. If you choose to rebut the presumption of relatedness, you must also complete the Rebuttal of Relatedness section.

If you answer **YES** to question 3, you may not be eligible to receive an APP advance, unless you are able to rebut the presumption of relatedness.

- 1. Do you share the reporting of income or losses of any other farming operation with a related producer? Yes No
- 2. Has a related producer a) applied for an APP advance in this production period or b) have an outstanding APP advance from a previous production period? Yes No
- 3. Is any related producer ineligible as a result of a default under APP, SCAP or ESCAP? Yes No

Related Producers

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

Name of Related Individual Producer who rec'd an Advance	APP ID#	Name of Administrator that issued Advance	Production Period
Name of Related Individual Producer who rec'd an Advance	APP ID#	Name of Administrator that issued Advance	Production Period
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Name of Related Individual Producer who rec'd an Advance	APP ID#	Name of Administrator that issued Advance	Production Period

Rebuttal of relatedness

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

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

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

- 1. Name of the related individual producer that received an advance: _____
 - a. You and the related producer file separate tax returns and/or produce separate financial statements. Agree Disagree
 - b. You and related producer are not employees or do not act as agents of the other Agree Disagree
 - c. You and the related producer conduct all business transactions (e.g. sharing of equipment and/or land) at fair market value and such transactions are documented Agree Disagree
- 2. Name of the related individual producer that received an advance: _____
 - a. You and the related producer file separate tax returns and/or produce separate financial statements. Agree Disagree
 - b. You and related producer are not employees or do not act as agents of the other Agree Disagree
 - c. You and the related producer conduct all business transactions (e.g. sharing of equipment and/or land) at fair market value and such transactions are documented Agree Disagree
- 3. Name of the related individual producer that received an advance: _____
 - a. You and the related producer file separate tax returns and/or produce separate financial statements Agree Disagree
 - b. You and related producer are not employees or do not act as agents of the other Agree Disagree
 - c. You and the related producer conduct all business transactions (e.g. sharing of equipment and/or land) at fair market value and such transactions are documented Agree Disagree
- 4. Name of the related individual producer that received an advance: _____
 - a. You and the related producer file separate tax returns and/or produce separate financial statements Agree Disagree
 - b. You and related producer are not employees or do not act as agents of the other Agree Disagree
 - c. You and the related producer conduct all business transactions (e.g. sharing of equipment and/or land) at fair market value and such transactions are documented Agree Disagree



EVERY PRODUCER MUST HAVE THIS PRIORITY AGREEMENT FILLED OUT BY HIS/HER/THEIR CROP INPUTS SUPPLIER.

A separate Priority Agreement must be completed for each crop input supplier that has, or could have a security interest in or lien on the agricultural product(s) for which the advance is to be made. Crop input suppliers may have a security interest in a producer's growing crop for the amount advanced up to six months prior to seeding, if not yet paid.

Producer's name:

Name	APP ID #
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Crop Input Supplier Information:

Name of Crop Inputs Supplier (Please Print) herein referred to as the "Crop Inputs Supplier"				Station Name
Street/Box	Town/City	Province	Postal Code	Telephone #

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

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

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

Select Part 2 if the Crop Inputs Supplier has **NO** lien.

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

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

The Crop Inputs Supplier (please circle one) **Has** **Has Not** taken an assignment on contract number _____ of the Producer's Production (Crop) Insurance payments or BRM Program payments.

PART 4 - Producer History

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

The Producer is in good standing (please circle one) **Yes** **No**

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

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

In Witness Whereof I hereunto set our hands and seals: Dated at _____ the ____ day of _____, 20____.

Name of Authorized Officer of Crop Inputs Supplier (Please Print)	Signature of Authorized Officer of Crop Inputs Supplier	Position
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If the Crop Inputs Supplier does not hold a lien or security interest but the financial institution backing the crop supplier does, please follow the following steps:

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

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

Basic Information

Producer Name (the "Producer")		APP ID #			
List of Agricultural Products (the "agricultural product(s)"): Product #1 Product #2 Product #3 Product #4 Product #5 Product #6					

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

Bank Information

Name of Bank or Lending Institution or Secured Party (herein referred to as the "Creditor")		located at	Transit #
Street/Box	Town/City	Province	Postal Code

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

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

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

Notwithstanding the priorities set out in this agreement, 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 Administrator, Creditor shall have no obligation to Administrator with respect to any monies in any other account of the Producer maintained with Creditor, or any monies that may be deposited therein or disbursed from any such other accounts, except for monies deposited therein after Creditor has received notice from 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, Administrator or Creditor, as the case may be, shall provide reasonable prior written notice of such enforcement to the other of them. For the purposes of giving effect to any of the Producer's undertakings under this Priority Agreement, the Producer shall make, execute and deliver to the Creditor or the Administrator, any documents or agreements as the BRM Program Administrator may reasonably request.

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

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

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

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

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

To the Producer.

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

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

PART 3 - TO BE SIGNED BY ALL CREDITORS REGARDLESS OF SECURITY INTEREST OR LIEN.

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

IN WITNESS WHEREOF all parties hereunto set their hands

By: (Signature of Authorized Officer of Creditor)	Date
Print Name and Title	Telephone #

INFORMATION REQUEST FROM FINANCIAL INSTITUTION

Above named Producer has been dealing with your institution for _____ years. If new Producer _____ months.

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

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

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

THIS FORM MUST BE COMPLETED IF THE APPLICANT HAS NOT RECEIVED A CCGA ADVANCE SINCE 2007 OR IF THERE HAS BEEN A CHANGE TO CORPORATE STRUCTURE. HAVE THE GUARANTEE NOTARIZED BY A LAWYER OR NOTARY PUBLIC.

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

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

Indicate if Producer is a: Partnership Corporation Cooperative

Name of Producer: (Should match name on Page 6)

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

All individuals/shareholders/partners/members who have an interest in the partnership, corporation or cooperative, are listed below for the purpose of this application:

Name (Full Legal Name)	Complete Mailing Address	Home Telephone	Position in Company	% Interest in Company/Operation
Name (Full Legal Name)	Complete Mailing Address	Home Telephone	Position in Company	% Interest in Company/Operation
Name (Full Legal Name)	Complete Mailing Address	Home Telephone	Position in Company	% Interest in Company/Operation
Name (Full Legal Name)	Complete Mailing Address	Home Telephone	Position in Company	% Interest in Company/Operation

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

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

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

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

The Guarantors waive notice of acceptance of this Guarantee.

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

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

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

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

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

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

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

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

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

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

DO NOT USE CORPORATE SEALS ON THIS DOCUMENT

All individual members or partners must sign personally (do not include any company name or position held) and must have a non-relative sign as a witness. **If a resident of Alberta a Notary Public/Lawyer must witness this form as well as fill in and sign the attached Guarantee Acknowledgement Certificate(s).**

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

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

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

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

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

FOR RESIDENTS OF ALBERTA ONLY



NOTE: A GUARANTEE ACKNOWLEDGEMENT CERTIFICATE MUST BE SIGNED FOR EACH PARTNER/SHAREHOLDER. PHOTOCOPY IF NEEDED FOR MORE THAN ONE PARTNER/SHAREHOLDER.

GUARANTEE ACKNOWLEDGEMENT CERTIFICATE

I HEREBY CERTIFY THAT:

1. _____, The Guarantor in the Guarantee
(the Producer)

dated _____ made between Canadian Canola Growers Association and _____

which this certificate is attached to or noted upon, appeared in person before me and acknowledged that he/she had executed the Guarantee.

2. I satisfied myself by examination of him/her that he/she is aware of the contents of the Guarantee/Bond of Indemnity and understand it.

Given at the City of _____, in the Province of Alberta, this _____ day of _____, A.D. _____, under my hand and seal of office. (SEAL REQUIRED)

A NOTARY PUBLIC IN AND FOR THE PROVINCE OF ALBERTA

STATEMENT OF GUARANTOR

I am the person named in this certificate.

Signature of Guarantor

THIS CERTIFICATE IS FOR RESIDENTS OF ALBERTA ONLY
APPLYING UNDER A PARTNERSHIP/CORPORATION OR COOPERATIVE.



AGRICULTURE FINANCIAL SERVICES CORPORATION ASSIGNMENT OF INDEMNITY

NOTE: THIS ASSIGNMENT COVERS ALL SUBSCRIPTIONS ADMINISTERED BY AGRICULTURE FINANCIAL SERVICES CORPORATION - INSURANCE DIVISION

For valuable consideration, I hereby assign to CANADIAN CANOLA GROWERS ASSOCIATION
of 400-1661 Portage Ave., Winnipeg, MB R3J 3T7, an undivided 100% of all monies, up to an amount of
\$ _____, which may be payable by Agriculture Financial Services Corporation as a result of a loss payable on
"AFSC ID No." _____ for the year ending March 31, _____ only. This assignment is subject to the deduction of any monies
which may be owing to Agriculture Financial Services Corporation.

Dated at _____ in the PROVINCE of Alberta, this _____ day of _____, 20 _____.

Insured's Signature: _____

Witness

Insured's Printed Name: _____

Insured's Printed Address: _____
Postal Code

FOR OFFICE USE ONLY

Conditions of Acceptance

The Agriculture Financial Services Corporation hereby agrees to the above assignment, subject to the deduction of any monies which may be owing to the Agriculture Financial Services Corporation. It is to be understood that indemnity cheques will be made payable jointly to the assignee and the insured, and forwarded directly to the assignee.

Dated this _____ day of _____, 20 _____.

For Agriculture Financial Services Corporation

Administration fee rec'd. _____.

- INSURANCE DIVISION

**THIS ASSIGNMENT IS INVALID UNLESS AGREED TO BY AN ACKNOWLEDGEMENT
IN WRITING FROM AGRICULTURE FINANCIAL SERVICES CORPORATION.**

Storable and Non-Storable
 Producer and Administrator Information

Agreement Dated this _____ day of _____, 20 ____.

Between _____

(Individual/Partner/Corporation/Cooperative), (hereinafter referred to as the "Assignor")

And Canadian Canola Growers Association (hereinafter referred to as the "Administrator")

This assignment agreement is for all proceeds, up to the amount set in Part 2 below, payable to the Assignor under AgriStability (BRM program) and is being used to secure advances issued under the Repayment Agreement (i.e., APP Application) between the Producer and the Administrator dated _____ and pursuant to the Advance.
 (MM/DD/YYYY)

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.

2. The Parties Hereto Agree That:

The Assignor hereby transfers, assigns and sets over to the Administrator all of his/her/their right, title and interest in the proceeds to be received from the BRM program in the current year and all future years until such a time as the advance, in the amount of the outstanding advance, plus interest and costs, for which this BRM program is used as security, has been paid in full, and a liability to the Administrator no longer exists. This assignment of proceeds is not affected should the Producer become in default under the Repayment Agreement. For the purposes of giving effect to any of the Assignor's undertakings under this agreement, the Assignor shall make, execute and deliver to the BRM Administrator or the Administrator, any documents or agreements as the BRM Administrator may reasonably request.

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

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

Sealed, delivered and attested by:

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

Name and Title of Administrator (please print)	Signature of Administrator
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Any Personal information provided to Agriculture and Agri-Food Canada will be protected under the provisions of the *Privacy Act* and will be stored in Personal Information Bank AAFC- PPU-140

TO BE COMPLETED AND ACCOMPANIED BY A CONFIRMED SEEDED ACREAGE REPORT, OR FOR AGRISTABILITY HAVE THIS FORM WITNESSED BY A COMMISSIONER FOR OATHS, AND RECEIVED IN CCGA'S OFFICE BY JULY 31, 2010. IF THE APPLICANT DID NOT PREVIOUSLY APPLY FOR AN INTENDED SEEDED ADVANCE, INCLUDE COVERAGE DETAIL DOCUMENT, OR FOR AGRISTABILITY INCLUDE THE 2010 ENROLMENT NOTICE WITH REFERENCE MARGIN, WHEN APPLYING.

If currently have an Intended Seeded Advance circle either: **YES** I wish to take the second payment (40%)
NO I do not wish to take the second payment; transfer intended seeded to seeded only

Agricultural Product(s) against which this application is taken based on confirmed seeded acres.

Crop	Security Type		Land/Soil Type	2010 Intended Seed Acres	Production Insurance Coverage MT/Acre OR Coverage Level on AgStab.	Rate/MT	\$ Amount
	Crop Ins.	Ag Stab.					
					X	X	=
					X	X	=
					X	X	=
					X	X	=
					X	X	=
					X	X	=
					X	X	=
TOTAL OF ABOVE CROPS: (Maximum \$ 400,000.00)							\$

Indicate your intentions for Actual Seeded Advance by selecting one of the following:

- A. Transfer Intended Seeded to Actual Seeded Advance Only, (no additional funds)
- B. Transfer Intended Seeded to Actual Seeded Advance and issue maximum additional funds eligible for
- C. Transfer Intended Seeded to Actual Seeded Advance and issue additional funds only in the amount of \$

Producers Outstanding Balances and Advances Issued

- 2009 APP Outstanding Advances with CCGA \$
- 2009 APP Outstanding Advances from any other organization (including CWB) \$
- 2010/2011 APP Advances issued from any other organization (including CWB) \$

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

Legal description of land where you have seeded the crop(s): _____

I declare that the above information is true and accurate at the time of completion and agree to repay the Administrator any difference where applicable.

Signature of Producer	Name of Producer (Please print)	Date
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NOTE: If using AgriStability as security on this application, the Producer must have the portion below signed by a Commissioner for Oaths.

Signature of Commissioner for Oaths	Name of Commissioner for Oaths (Please print)	Date
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Actual Seeded Advance will become a part of your 2010/2011 Cash Advance Application using all rules and regulations set forth by the 2010/2011 Terms and Conditions of this Application & Repayment Agreement.

Post Harvest Advance will be sent to you with a copy of your paperwork and/or cheque.

FOR CCGA USE ONLY	CCGA # <input type="text"/>	
	Approved by Administration <input type="text"/>	<input type="text"/>

- 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 Advance Payment Program (APP)
- 2) I am, or at least one of the Partners/Shareholders/Members is of the age of majority, and I/the majority of the Members/Partners/Shareholders am/are a Canadian Citizen or a permanent resident or at least 50% of the partnership profits being received by Canadian Citizens or residents.
- 3) I am, or at least one of the Partners/Shareholders/Members in the case of a business applicant, is principally occupied in the farming operation.
- 4) I am, or at least one of the Partners/Shareholders/Members is the producer of the Agricultural Product for which this application is made, or I am, or one of the Partners/Shareholders/Members as the case may be is entitled to the Agricultural Product as Landlord, Vendor, Mortgagee or Hypothecary Creditor.
- 5) **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.**
- 6) 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, and all related producers.
- 7) 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.
- 8) 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, have outstanding advances from previous production periods for an agricultural product of the same designation and neither I, nor any of those farming operations, or Partners/Shareholders/Members are in Default under any Repayment Agreement pursuant to the Advance Payments for Crops Act (APCA), the Prairie Grain Advance Payments Act (PGAPA), the Spring Credit Advance Program (SCAP), the Enhanced Spring Credit Advance Program (ESCAP), New Advance Payments Program (NAPP), Advance Payments Program (APP) or the Agricultural Marketing Programs Act (AMPA).
- 9) I am, or the Partnership/Corporation/Cooperative that I represent, is not ineligible under an advance guarantee agreement made pursuant to AMPA/SCAP/ESCAP.
- 10) I, or the Partnership/Corporation/Cooperative that I represent, as the case may be am requesting an advance on a storable agricultural product in pre-production or a non-storable agricultural product (including 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.
- 11) I, or the Partnership/Corporation/Cooperative that I represent, and who is/are requesting an advance on the Storable Agricultural Product, have sufficient Agricultural Product in storage to justify the amount advanced in this application and repayment agreement.
- 12) Except in the case of Emergency Advance 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 Product listed in this application and repayment agreement.
- 13) The only Secured Parties or entities entitled to security by advancing crop inputs on the Agricultural Products are those stated on this Application.
- 14) 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.
- 15) I acknowledge that, in the event of a Default, I may, or the Partnership/Corporation/Cooperative 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, and I agree to this.
- 16) I declare that this Application is consistent with the purpose of the Program.
- 17) I certify that all of the information provided in this Application is true and correct in every respect.
- 18) **I 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 or cause the Producer to be placed in Default.**
- 19) 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.
- 20) I authorize Canadian Canola Growers 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 or collect the Advance Payments Program. The personal information provided will be protected under the federal Privacy Act and the provisions of the federal Access to Information Act. The personal information retained by AAFC will be held in Personal Information Bank PPU140. All non-federal government organizations are obligated to protect personal information in accordance with the Personal Information and Electronic Documents Act (PIPEDA) or under legislation applicable within their jurisdiction. You may access your personal information held by AAFC by making a formal request under the Privacy Act in writing or by completing a Personal Information Request Form which is available through Info Source or at Web Site http://www.tbs-sct.gc.ca/tbsf-fsct/350-58_e.asp. Your request should be mailed to: Agriculture and Agri-Food Canada, Coordinator, Access to Information and Privacy, 930 Carling Avenue, Room 282, Ottawa, Ontario, K1A 0C5, Tel. 613
- 21) I authorize Canadian Canola Growers Association and AAFC to convey the information contained in this application and repayment agreement, as well as associated documentation, both personal and otherwise, to the Federal and Provincial Governments and their agencies; and the Lender (CIBC) for the purposes of verifying APP entitlements, verification, assignment and realization of security.
- 22) I authorize Canadian Canola Growers Association and AAFC and organizations administering BRM Programs to convey the information contained in this Application, as well as associated documentation, both personal and otherwise, to other organizations administering the APP, for the purposes of verifying benefits under the APP.
- 23) I consent to the right of the Minister of AAFC to contact me/us for purposes of evaluating AMPA.
- 24) 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 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.
- 25) 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.
- 26) 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 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.
- 27) "That Canadian Canola Growers Association, on behalf of Agriculture and Agri-Food Canada, may deposit a copy of this Application with the applicant's provincial Production Insurance agency and effective upon such deposit, the applicant will be deemed to have transferred and assigned to Canadian Canola Growers Association all of the applicant's indemnities otherwise payable to the applicant under the applicant's contract(s) of insurance with such agency for all current crops up to the amount of the advance, plus interest and costs, and any such payments can be made payable only to the Canadian Canola Growers Association."
- 28) That in order to determine my/our financial situation, I/we authorize CCGA or its Credit Bureau, from my/our suppliers or from other financial institutions and from references I/we have provided in this agreement. I/We authorize the information provided in this agreement may be given to my/our supplier or financial institutions to whom I/we do business with. If I/we have given CCGA my/our personal information, CCGA may treat it as information to be used as an aid to identify me/us with the credit bureau and other parties. We agree to the collection and release of information by CCGA at their discretion and waive our rights under the PIPED Act.
- 29) "I acknowledge that the CCGA, on behalf of the federal government, may register an assignment with the provincial Production Insurance agency without further notice, giving the Canadian Canola Growers Association priority on any Production Insurance payouts up to the amount owing on the advance, plus any interest."
- 30) I acknowledge that the CCGA, or the Federal Government, may register an assignment on BRM Program payments giving the Canadian Canola Growers Association priority on any BRM Program payments up to the amount owing on the advance, plus any interest.
- 31) 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.

- 32) I agree to harvest and to keep the Agricultural Products in marketable quality and adequately stored. If the stored Agricultural Products become unmarketable, I agree to notify CCGA and repay the advance within 30 days. In the case of Non-Storable Agricultural Products, I agree to maintain them in marketable form until disposed of.
- 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; are not subject to a receiving order under that act; 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.

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

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

I have read the Terms and Conditions of the Repayment Agreement 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 terms and conditions included in this APP application and repayment agreement.

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

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

For Applications pertaining to Partnerships:

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

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

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

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

FOR CCGA USE ONLY

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

Signature of Administrator (authorized representative) _____ Date _____

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

1.0 Important Terms

- 1.1 "AAFC" means Agriculture and Agri-Food Canada.
- 1.2 "Administrator" means Canadian Canola Growers Association.
- 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 "Agricultural Products" means an animal or plant or a product, including any food or drink that is wholly or partly derived from an animal or plant, and includes all after acquired Agricultural Products of the producer, or any proceeds therefore.
- 1.11 "Her Majesty" means Her Majesty the Queen in Right of Canada.
- 1.12 "Storable Agricultural Products - Pre-production" means Storable Agricultural Products defined in the terms and conditions in this application that are not yet produced or are in the course of being produced, but once produced, can be stored for a period of time as to remain in good marketing condition until sold or disposed of.
- 1.13 "Storable Agricultural Products - Post-production" means Storable Agricultural Products that have been produced and are now in storage for a period of time as to remain in good marketing condition until sold or disposed of.
- 1.14 "Advance on Storable Agricultural Product - Pre-production" means an Eligible Advance based on expected production of an eligible Storable Agricultural Product-Pre-production as per Subsection 1.12.
- 1.15 "Advance on Storable Agricultural Product - Post-production" means an Eligible Advance based on the volume of eligible Agricultural Product that the Producer has in inventory.
- 1.16 "Advance Rate on Storable Agricultural Product - Pre-production" means the rate of issuance applicable to advances issued prior to September 1, 2010.
- 1.17 "Advance Rate on Storable Agricultural Product - Post-production" means the rate of issuance applicable to advances issued on or after September 1, 2010 but before March 1, 2011.
- 1.18 "Eligible Advance" means the advance the Producer is entitled to as calculated in the Application for an Advance Worksheet.
- 1.19 "Application for an Advance Worksheet" means the template used to calculate the Eligible Advance for the purposes of the APP.
- 1.20 "Final Production Insurance Agency Report" or "Seeded Acreage Report" means a Production Insurance Agency Report or a report of the same from AgriStability wherein the Producer identifies the amount of the Agricultural Product currently in production in order to calculate final entitlements for an advance on Storable Agricultural Products pre-production.
- 1.21 "Post-Production Report" means the report wherein the Producer specifies the amount of Agricultural Product held in storage.
- 1.22 "Production Period" the period that commences on April 1, 2010 and terminates September 30, 2011.
- 1.23 "CCGA" means Canadian Canola Growers Association.
- 1.24 "Eligible BRM Program" means a program eligible to be used as security against an advance pursuant to the regulations and includes AgriStability, CAIS, NISA, Production Insurance and a self-directed risk management program or any programs that may replace the aforementioned programs.
- 1.25 "Producer" means a producer of an Agricultural Product as identified in this application who is:
 - a) a Canadian citizen or a permanent resident of the age of majority of the province where the farming is carried on, whose principal occupation is farming or is entitled to own the crop as a landlord and who is entitled to make the marketing decisions on the crop; or
 - b) a corporation a majority of whose voting shares are held by Canadian citizens or permanent residents, one of whom is a shareholder, the age of majority in the province where the farming is carried on and one of whose shareholder's principal occupation is farming or is entitled to own the crop as landlord and is entitled to make the marketing decisions on the crop; or
 - c) a cooperative, a majority of whose members are Canadian citizens or permanent residents, one of whom is a member the age of majority in the province where the farming is carried on and one of whose member's principal occupation is farming or is entitled to own the crop as landlord and is entitled to make the marketing decisions on the crop; or
 - d) a partnership or other association of persons where partners or members who are Canadian citizens or permanent residents are entitled to at least 50% of the profits of the partnership or association, one of whom is a member, the age of majority in the province where the farming is carried on and one of whose member's principal occupation is farming or is entitled to own the crop as landlord and is entitled to make the marketing decisions on the crop.
- 1.26 "BRM Program Coverage Report" means a report from the Agency responsible for the administration of the BRM program used as security, wherein the Producer identifies the amount of security available under the BRM program.

2.0 Issuance of the Advance

- 2.1 The Administrator shall make an installment of 60% of the estimated Eligible Advance on a Storable Agricultural Product - Pre-production calculated in accordance with the Worksheet and using the Advance Rate on Storable Agricultural Products - Pre-production, upon the execution of this Repayment Agreement by the Administrator. The Producer must have sufficient production insurance and/or AgriStability coverage related to the Agricultural Product to justify the Eligible Advance in accordance with the Worksheet and using the Advance Rate on Storable Agricultural Products - Pre-production.
- 2.2 Before August 1, 2010, producers securing the advance with production insurance shall provide a copy of a Final Production Insurance Report/Seeded Acreage Report, confirming the actual acres planted or other current production as applicable, otherwise be declared in Default. For producers using another eligible BRM Program (AgriStability) as security the producer must provide a signed declaration confirming acres planted as applicable and consent to an inspection at the discretion of the administrator otherwise be declared in Default.
- 2.3 Based on the information contained in the documents required in Subsection 2.2, as applicable, the Administrator shall recalculate the Eligible Advance in accordance with the application for an Advance Worksheet, and issue a second installment to the Producer equal to the recalculated Eligible Advance less the installment referred to in Section 2.1, and any other advance under the APP from any Administrator.
- 2.4 Should the Eligible Advance as calculated in 2.3 be insufficient, through no fault of the Producer, to justify the outstanding advance to the Producer, the Administrator shall notify the Producer that he/she has thirty (30) calendar days to repay the part of the outstanding amount of the advance that exceeds the Eligible Advance by more than six thousand dollars (\$6000.00) or ten percent (10%), whichever is greater or, if eligible, make an application for an advance on another commodity and have the proceeds applied to the deficit, failing which, the Producer will be declared in Default.
- 2.5 Where applicable, the Administrator shall issue an advance on a Storable Agricultural Product - Post-production calculated in accordance with the Application for an Advance Worksheet and using Advance Rate specific to that Storable Agricultural Product - Post-production. The Producer must have sufficient Agricultural Product in storage to justify the Eligible Advance or will be declared in Default.
- 2.6 Where an advance on a Storable Agricultural Product - Pre-production is outstanding under the APP, the Producer must submit a Post-Production Report on or before December 31, 2010, otherwise be declared in Default.
- 2.7 Should the Post-Production Report demonstrate, through no fault of the Producer, that the Agricultural Product in storage is not sufficient to justify the advance issued to the Producer based upon fall prices, the Administrator shall notify the Producer that the Producer has thirty (30) calendar days to repay the part of the outstanding amount of the advance that exceeds the Eligible Advance by more than six thousand dollars (\$6000.00) or ten percent (10%), whichever is greater or, if eligible, make an application for an advance on another commodity and have the proceeds applied to the deficit, failing which, the Producer will be declared in Default.

- 2.8 Any advance on all eligible Agricultural Products or any installment on such advance shall be issued as per the dates specified in Subsections 1.15, 1.16, 1.17 inclusive, as applicable.
- 2.9 The Administrator may deduct the Administration Withhold of 3% from the Advance.

3.0 Repayment of the Advance

- 3.1 The Producer shall repay the amount of the advance as specified in this Repayment Agreement to the Administrator by the end of the Production Period:
 - a) where an Agricultural Product 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, in respect of each sold unit of Agricultural Product, an amount at the advance rate in effect at the time of repayment, and 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;
 - b) where the Producer otherwise sells or disposes of that portion of Agricultural Product in respect of which the advance is made, by paying directly to the Administrator for each unit of Agricultural Product within seven (7) calendar days of receipt of payment or within forty-five (45) calendar days of delivery to the Buyer whichever is earlier, an amount at the advance rate in effect at the time of repayment until all the advances made to the Producer and the interest payable by the Producer on those advances are repaid;
 - c) by assigning to the Administrator amounts payable to the Producer under an eligible BRM program which the Administrator will apply to repay the advance within three (3) days of receipt of such amounts until all the advances made to the Producer and the interest payable by the Producer on those advances are repaid. The Administrator will reimburse any amount received from a BRM program in excess of the outstanding advance to the producer within seven (7) days of receipt.
- 3.2 In addition to the mandatory payments under paragraphs 3.1.a), 3.1.b) or 3.1.c), above, the Producer may choose to reimburse the advance:
 - a) by making a cash payment without proof of sale prior to or on the last day of the production period up to the greater of \$1,000 or ten percent (10%) of the total amount of the advance. If the Producer chooses to repay in cash an amount in excess of such amounts without proof of sale of the Product, the Producer will be charged interest at the rate of CIBC Prime rate, on the excess amount from the day the advance was issued to the day the repayment was made, and the producer agrees to repay all interest on the cash repayment by October 15, 2011.
 - b) by paying directly to the Administrator any amount received by the Producer under an eligible BRM program before the end of the production period or by assigning to the Administrator amounts payable under a BRM program listed.
 - c) by paying directly to the Administrator any amount received by the Producer, not exceeding the proceeds evidenced by proof of sale.
- 3.3 In the event that the Producer repays the amount of the advance to the Administrator by selling the Agricultural Product or part of the Agricultural Product in the manner described in paragraph 3.1.a) of these Terms and Conditions, the Producer shall:
 - a) indicate in writing to the Administrator to which buyer, named by the Administrator, the Agricultural Product will be sold, prior to selling the said product to such buyer; and
 - b) notify the Administrator immediately upon receiving any information to the effect that the named buyer is not promptly remitting to the Administrator the amount so withheld; and
 - c) remain liable to the Administrator for repayment of any part of the advance where the said buyer has failed to remit to the Administrator that part of the advance withheld by it pursuant to its agreement with the Administrator.

4.0 Security Interests

- 4.1 The Producer grants a continuing security interest on the Producer's "Agricultural Products" as general and continuing security to the "Administrator" to secure repayment of all monies owing by the Producer to the Administrator under 5.3 of this Repayment Agreement. The Producer agrees that the Administrator's interest shall rank prior to the interest of any other creditor or secured party and confirms that the Producer has obtained signed priority agreements from all entities who have or may be entitled to have an interest in the "Agricultural Products" ranking ahead of the "Administrator". The Producer agrees that upon Default, the Administrator has the right to seize the Producer's "Agricultural Products" wherever situated and sell the Agricultural Product as it sees fit in order to realize upon any amount outstanding under this repayment agreement including interest and any legal costs and apply the proceeds against the Producer's liability (as defined in 5.3) until fully repaid.
- 4.2 To further secure the repayment, the Producer has irrevocably assigned the Producer's BRM Program repayments to the Administrator to secure repayment of all monies owing by the Producer to the Administrator as defined in 5.3 until fully repaid. The Producer acknowledges that all BRM Program repayments will be paid automatically to the Administrator until payment in full (as defined in 5.3) is received. The Producer further agrees that the Producer has obtained all signed priority agreements such that the Administrator's interest in the BRM Program payments shall rank prior to the interest of any other creditor or security holder. If the advance is for Agricultural Products that have not been produced or are in the process of being produced, the producer agrees to grant a security interest on the proceeds of a program listed in the Schedule as collateral to the Administrator in the amount of the advance plus interest and costs as provided in this agreement.

5.0 Default

- 5.1 The Producer is in Default if the Producer:
 - a) has not met all of the Producer's obligations under the Repayment Agreement by September 30, 2011;
 - b) files a notice of intention to make a proposal or makes a proposal under the Bankruptcy and Insolvency Act, is subject to a receiving order under that Act, becomes bankrupt or seeks protection under any other insolvency or bankruptcy related statute; or
 - c) is otherwise declared in Default by the Administrator in accordance with this Repayment Agreement.
- 5.2 The Administrator shall declare a producer in Default and immediately inform the Producer of the same, if the Producer:
 - a) has not met any of the obligations under the Repayment Agreement within twenty (20) days after the day on which the Administrator mails or delivers a notice to the Producer stating that the Producer has had, in the opinion of the Administrator, adequate opportunity to meet the obligation, requesting that the Producer meet it;
 - b) at any time breaches irremediably any substantial obligation under the Repayment Agreement; or
 - c) provides false or misleading information to the Administrator for the purpose of obtaining a guaranteed advance, or evading compliance with an undertaking to repay it.
- 5.3 Upon Default, the Producer is liable to the Administrator for:
 - a) the outstanding amount of the guaranteed advance;
 - b) the interest at the rate specified in Section 6.0 on the outstanding amount of the advance, calculated from the date the advance was issued until the advance is repaid;
 - c) costs incurred by the Administrator to recover the outstanding amount (a standard rate of 10% plus GST will be applied to the outstanding balance as of 45 days after default) and interest, including legal costs approved by the Minister.
- 5.4 If the Producer is declared in Default and the Minister makes payment under the guarantee, the Minister is subrogated to all rights of the Administrator against the Defaulted Producer and against any other persons liable under this Repayment Agreement. The Producer is, in addition to the amounts stated in Subsection 5.3, liable to the Minister for interest at the rate specified in paragraph 6.1 b) on the amount of the Producer's liability under Subsection 5.3 and the costs incurred by the Minister to recover the amount, including legal costs.
- 5.5 The Producer agrees, that if the Producer resides in a province where the legislation allows for the extension of the limitation period, to extend the limitation period and to take any necessary steps as determined by the Administrator to ensure that the limitation period for seeking a remedial order for claims arising from this 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, the applicant further agrees that the extended limitation period should be of six years.

- 5.6 For the purpose of this Repayment Agreement, an ineligibility period of 6 months will be applied once a first time default for the producer has occurred and his default has not been repaid, in full, prior to the beginning of a new program.
- If the producer defaults during the current program production period, they will not be eligible to receive additional advance funds during the remainder of the current program.
- If the producer has defaulted twice since, and including 2007, they will not be eligible for any new advance for 1 year from date all defaulted advances are paid in full.
- If the producer has defaulted 3 times since & including 1998, they will not be eligible for any new advance for 1 year from the date all defaulted advances are paid in full.

6.0 Interest Rate

- 6.1 The interest payable by the producer during the production period while in compliance with AMPA and this repayment agreement will be:
- 0% on the amount up to and including \$100,000.00
 - CIBC Prime rate on the amount over \$100,000.00
 - Advance monies that are interest bearing will be charged interest at the Canadian Imperial Bank of Commerce prime rate, calculated daily and compounded monthly.
- 6.2 In the event that the Producer is declared in Default, the interest payable by the Producer will be:
- CIBC Prime plus 3% on the amount of the outstanding balance from the date the advance was cashed to the date the Producer was declared in Default, calculated daily and compounded monthly.
 - CIBC Prime plus 3% on the amount of the outstanding Producer's liability from the date of Default until the advance, interest and all costs of collection are repaid in full, calculated daily and compounded monthly. (A standard rate of 10% plus GST will be applied to the outstanding balance as of 45 days after default.)

7.0 General Provisions

- 7.1 The Producer is aware that a recalculation of the advance will occur in the fall based upon current market prices which could result in a repayment being owed within 30 days or a reduction in the amount of the subsequent portion of the advance.
- 7.2 The production period for Agricultural Products commences on April 1st, 2010 and terminates on September 30, 2011.
- 7.3 The advance referred to in Section 1.15 of these Terms and Conditions is deemed to have been received on that portion of the Producer's Agricultural Product first sold. The Producer shall not dispose of any other part of this Agricultural Product, in any manner, before disposing of that portion of the Agricultural Product for which the advance was received.
- 7.4 This Repayment Agreement shall commence upon approval and execution of this Agreement by the Administrator, and shall terminate upon repayment of all amounts provided for in this Agreement.
- 7.5 The Administrator or its authorized agent has the right to inspect the Agricultural Product and perform a credit check on the Producer or any of the Producer's Partners/Shareholders/Members at any time during the term of this Agreement.
- 7.6 The Producer shall give immediate notice to the Administrator of any material loss, destruction or damage to the Agricultural Product.
- 7.7 If the Agricultural Product or a portion of the Agricultural Product for which an advance was made ceases to be in marketable condition, through no fault of the Producer, the Producer shall immediately inform the Administrator and the Producer becomes liable to the Administrator for the portion of the guarantee of the advance, together with interest on it from the date of the advance, that is attributable to the unmarketable portion of the Agricultural Product.
- 7.8 The Producer shall respect the terms of the BRM Program used as security and shall ensure that any payments from the BRM Program related to the Agricultural Product are forwarded to the Administrator up to the extent of the Eligible Advance, and the Producer must notify the Administrator if further requests for an assignment of the BRM Program proceeds are made, granted or registered.
- 7.9 This Repayment Agreement shall be interpreted in accordance with the laws of the Province of Manitoba, Canada.
- 7.10 If production insurance is being used, the Producer shall have insurance on the entire Agricultural Product for which the advance was made, to the full extent of the advance, for all insurable perils, until the Producer's liability is repaid or it becomes a stored product. The Producer further agrees that any pay out of this insurance will first be used to repay any outstanding advance.
- 7.11 Whenever the singular or masculine is used throughout this Repayment Agreement, it shall be construed as including the plural, feminine or neuter whenever the context and/or the parties hereto so require.
- 7.12 In the event that any part of this Repayment Agreement is found to be invalid by a court of law, then the Producer agrees to be bound by the terms and provisions of the balance of this Repayment Agreement.
- 7.13 This Repayment Agreement shall not terminate by reason of death or disability of the Producer, but shall continue to be binding upon personal representatives to execute any instruments that may be necessary or proper to carry out the purpose and intent of this Agreement.
- 7.14 The Producer agrees to provide the Administrator with any information requested by the Administrator to substantiate the statements made within this application to further satisfy eligibility requirements. Failure to provide such documentation as requested by the Administrator may result in a rejection of the application or in the Producer being declared in Default if the advance has been issued.
- 7.15 For the purposes of giving effect to any of the Producer's undertakings under the Repayment Agreement, notably concerning the priority agreement, the security and assignment of rights, the Producer shall make, execute and deliver to the Administrator any documents or agreements as the Administrator may reasonably request, including security agreements, assignments and financing statements.
- 7.16 All parties herein agree that should there be any discrepancies between this agreement and the AMPA and its regulations the AMPA and its regulations will supersede this Agreement.
- 7.17 No Amendment to this agreement which may result in the reduction of the value of the security pursuant (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.
- the value of the produced Agricultural Product has reduced through no fault of the producer to the extent that it has made it more beneficial to feed the agricultural product to the producer's animals than to sell it;
 - the cost of feed has increased to the point where it is more beneficial to feed the Agricultural Product to the producer's animals than to purchase feed.
- 7.18 Unless authorized by the minister, any amendment to the Repayment Agreement as per subsection 7.17 of these terms and conditions will not be retroactive and will come into force on the day that the amendment is signed and will substantially conform with APP administrator's guidelines for January 2010. The parties recognize that any interest benefit received as a result of paragraph 6.1 a) of these terms and conditions before the coming into force of the amendment does not need to be reimbursed.
- 7.19 It is agreed that all pages of this application form part of the terms and conditions of the Repayment Agreement including the Administration fees and Withdraw.
- 7.20 Where the Administrator determines that the Producer is insolvent, bankrupt, or has recently filed a notice of intention to make a proposal or has made a proposal under the *Bankruptcy and Insolvency Act* or is seeking protection under any other insolvency or bankruptcy related statute such as *Companies' Creditors Arrangement Act* and the *Farm Debt Mediation Act* the Producer's application must be rejected.