

**ADVANCE PAYMENTS PROGRAM (APP)
2017 PROGRAM YEAR
APPLICATION AND REPAYMENT AGREEMENT**

1. INFORMATION ON APPLICANT




Check the box below that apply to your type of business:

Individual producer




Corporation

Partnership



FARM OPERATION'S DETAILS




APP-AAFC number: _____
 Name of the business: _____
 Last name/first name(s): _____  Business: _____
 Address: _____  Fax: _____
 City: _____  Cell phone: _____
 Postal code: _____ Email: _____




MAILING ADDRESS OF PRODUCER (if different from farm's details)




Last name/first name(s): _____  Home: _____
 Address: _____  Fax: _____
 City: _____  Cell phone: _____
 Postal code: _____ Email: _____




1.1. BASIC INFORMATION (shareholder/partner register)

 List ALL shareholder(s) of the corporation/partner(s) of the partnership (including you).
 Attach a separate sheet if required.





Last name/first name(s): _____  Phone: _____
 Address: _____  Birth date: _____
 APP-AAFC number: _____  Ownership in operation: _____

Last name/first name(s): _____  Phone: _____
 Address: _____  Birth date: _____
 APP-AAFC number: _____  Ownership in operation: _____


Last name/first name(s): _____  Phone: _____
 Address: _____  Birth date: _____
 APP-AAFC number: _____  Ownership in operation: _____

Last name/first name(s): _____  Phone: _____
 Address: _____  Birth date: _____
 APP-AAFC number: _____  Ownership in operation: _____



1.2. DECLARATION OF ADVANCES PAID BY OTHER PRODUCER ASSOCIATIONS AS PART OF THE APP


 The outstanding advances given to any partner or associate will affect the amount of the advance that the applicant will be entitled to receive.
 List all advances granted by other associations for the program year, including the advances granted according to the ownership percentage in any corporation or partnership.
 List the balances of any outstanding advances of a previous program year, including the advances granted according to the ownership percentage in any corporation or partnership.
 Attach a separate sheet if required.

Name of shareholder or partner	Name of the organization that granted the advance	Agricultural product for which an advance has been received	Program year (yyyy)	Amount of the advance received	Balance of advance outstanding
				\$	\$
				\$	\$
				\$	\$
				\$	\$

Are you/partner(s)/shareholder(s) ineligible to receive an advance, or in default with respect to an advance received by virtue of the APP, SCAP or ESCAP for another agricultural product in a previous production period? YES NO
 If YES, please indicate the agricultural product and producer organization liable for this APP:
 Organization/partner/shareholder: _____ Product: _____

1.3. ALL RISK INSURANCE

 The totality of the agricultural product targeted by the advance must be insured on behalf of the Administrator against all insurable risks, to the full extent of the advance, until the producer's liability is repaid, as stipulated in Section 3 Article 7.12.
 Attach a copy of your insurance policy.

Name of your insurance company: _____ # Policy: _____
 Name of your agent: _____ \$ Amount of your Coverage: _____
 Are LEOQ creditors? YES NO  Date of maturity: _____
 Please, indicate if your animals are outside at all the times: YES NO

2. INFORMATION

GENERAL INFORMATION

- ✓ Use the advance rate indicated by the Administrator in the Application and Repayment Agreement.
- ✓ To avoid the repayment of cash advances due to no sale, an advance should be taken only for the inventory of animals that are expected to be sold before the end of the program year.
- ✓ A copy of the present form duly completed as well as appendices A, B, C, D, E, F, and G must be included in the producer's file accompanied by documents confirming participation in a BRM program.
- ✓ The producer must not have more than \$400,000 outstanding in advance including the overlap between programme years.
- ✓ Only the first \$100,000 of the advance granted for each program year is interest free. Any advance amount exceeding this limit bears interest.
- ✓ Provide appropriate documentation and information with regard to the participation in a Business Risk Management (BRM) Program.

FOR A CONTINUOUS CYCLE OPERATION

- ✓ The form provides for an application to be made for an advance on a continuous cycle operation, i.e. a farming operation where the producer constantly maintains a minimum number of head during an advance cycle through a continual rotation of the animals (namely that the animals sold are quickly replaced by new ones). All lambs must be sold before the end of the program year.
- ✓ Only one advance cycle of twelve (12) months in continuous cycle is allowed per program year.

FOR A STANDARD CYCLE OPERATION (DEGRESSIVE):

- ✓ The advance is calculated on the number of head present at the time of the application. The producer commits to reimbursing 60% of the advanced amount through equal payments over a maximum of 12 months from the issue date of the advance. To do so, the producer must send to the executing agent a minimum of four (4) post-dated cheques that will be deposited quarterly (or more frequently). To this effect, the producer will receive with the deposit notice a deadline indicating the amount to be reimbursed.
- ✓ The remaining balance will be analysed according to the actual sales and will be adjusted accordingly for the last remittances. However, the producer can make another advance application for the newly arrived head. All lambs must be sold before the end of the program year.

Check the box desired operations cycle for your advance:
 Please, see definitions in Section 2.

<input type="checkbox"/> Continuous cycle	<input type="checkbox"/> Standard cycle (degressive) <input type="checkbox"/> As part of the payments by post-dated cheques agreement proposal, I commit, according to the suggested deadline, to pay 60 % of the amount advanced in the first 12 months from the issue date of the advance. To do so, I wish to apportion the payments of the amount that will be advanced to me in: <input type="checkbox"/> 4 (minimum) <input type="checkbox"/> _____ (or more) <input type="checkbox"/> 6 <input type="checkbox"/> 12 (maximum)
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2.1. ELIGIBLE ADVANCE BASED ON THE INVENTORY OF ANIMALS TO BE SOLD

LIVESTOCK TYPE	ADVANCE* RATE/HEAD (\$)	NUMBER OF HEAD(S) REQUESTED	TOTAL (\$)
Milk lamb	\$		\$
Lamb	\$		\$
Slaughter lamb	\$		\$
Yearling ewe	\$		\$
Ram	\$		\$
TOTAL AMOUNT			\$
AMOUNT REQUESTED BY THE PRODUCER			\$

* The unit rates established by AAFC are effective since April 1st, 2017 and are subject to change without notice.

2.2. INFORMATION

- For each of the productions for which you are applying for an advance payment, please indicate the address of each location where your animals are being fattened.
- Attach a separate sheet if there are more than two production locations.

TYPE OF LIVESTOCK 1:	ADDRESS OF LOCATION 1:
	ADDRESS OF LOCATION 2:
TYPE OF LIVESTOCK 2:	ADDRESS OF LOCATION 1:
	ADDRESS OF LOCATION 2:

2.3. ADVANCE GRANTED BY THE ADMINISTRATOR

RESERVED TO THE ADMINISTRATOR

\$ _____

3. TERMS AND CONDITIONS OF THE REPAYMENT AGREEMENT

In consideration of the Administrator granting an advance pursuant to the provisions of the Advanced Payment Program, the parties hereto agree as follows:

1. Important terms

- 1.1. "AAFC" means Agriculture and Agri-Food Canada.
- 1.2. « Administrator" means Les Éleveurs d'ovins du Québec.
- 1.3. "Terms and conditions" means the content of Section 4 of this Application and Repayment Agreement.
- 1.4. "Repayment agreement" means the completed Application and Repayment Agreement, with appendices A, B, C, D, E, F and G as well as these Terms and Conditions signed by the Producer or an authorized representative and an authorized representative of the Administrator.
- 1.5. "AMPA" means the *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. "ESPAP" means the Enhanced Spring Credit Advance Program.
- 1.10. "Her Majesty" means Her Majesty the Queen in Right of Canada.
- 1.11. "Producer" means the individual producer, the sole owner of the corporation, the shareholders of the corporation or the partners of the partnership identified in Section 1 and 1.1 of the present application.
- 1.12. "Livestock" means all of the producer's livestock, all current and future lamb, as listed in section 2.1 of the present application.
- 1.13. "Advance" means an eligible advance based on the inventory of eligible livestock.
- 1.14. "Rate of the advance on livestock » means the rate of issuance applicable to advances issued prior to March 31, 2018.
- 1.15. "Eligible advance" means the advance the producer is entitled as stated in Section 2.3 of the present application, if applicable.
- 1.16. "Eligible BRM program" means an eligible Business Risk Management Program, as listed in the Schedule of AMPA for which the producer declared being a participant and that is used by the producer as security for an advance in case of default on a Livestock advance.
- 1.17. "BRM Program Coverage Report" means a report from the organization responsible for the administration of the BRM program used as security in case of default, wherein the producer demonstrates their participation in the BRM program.
- 1.18. "Production period" means the period defined in paragraph 7.1 of the present Terms and Conditions.
- 1.19. "Program year" means the period defined in paragraph 7.2 of the present Terms and Conditions.
- 1.20. "Advance cycle" means a period of up to twelve (12) months that commences when the producer is issued an advance and ends no later than the end of the Production Period.
- 1.21. "Continuous cycle operation" means a farming operation where livestock that are sold are constantly replaced by new heads so that the number of head of livestock in inventory remains constant.
- 1.22. "Standard cycle operation (degressive)" means that the animal inventory fluctuates during the advance cycle and that advance is repaid as the animals are sold.
- 1.23. "Holdback for payment of interest" means the percentage of the eligible advance that the Administrator withholds until the advance is repaid in full, in order to pay, on behalf of the producer, the interest owing on the interest-bearing portion of the advance. If the producer is declared in default, the Administrator shall apply any unused portion of the holdback against the principal owed by the producer.

2. Payment of the advance

- 2.1. The Administrator shall make an installment of the eligible advance using the advance rate on livestock, as stated in this Application and Repayment Agreement. The producer must provide a BRM Program Coverage Report confirming participation in an eligible BRM Program.
- 2.2. Any advance on the eligible livestock or any instalment on such an advance must be paid before the date specified in paragraphs 1.14, 1.21 and 1.22 of the present Terms and Conditions, as applicable.

3. Repayment of the advance

- 3.1. The producer must repay the amount of the advance to the Administrator before the end of the program year as specified in the present Repayment Agreement:
 - a. When an agricultural product for which the advance was paid is sold to a buyer named by the Administrator, by authorizing each buyer to withhold from the proceeds of the sale, for each unit of the agricultural product sold, an amount equal to the advance rate in effect at the time of the advance, and to give to the Administrator the amounts withheld until the full repayment of all the advances granted to the producer and the interest accrued on these advances;
 - b. For a standard cycle operation (degressive), the producer commits to reimbursing 60% of the advanced amount through equal payments over a maximum of 12 months from the issue date of the advance. To do so, the producer must send to the executing agent a minimum of four (4) post-dated cheques that will be deposited quarterly (or more frequently). To this effect, the producer will receive with the deposit notice a deadline indicating the amount to be reimbursed. The total repayment should be supported by proof of sale. The remaining balance will be analysed according to the actual sales and will be adjusted accordingly for the last remittances. However, the producer commits to notifying the executing agent of any discrepancy equal or more than \$10,000 or 10 % (the greater being chosen) for each product unit sold between his actual inventory and the one accounted for in the reimbursement(s). The producer can make another advance application for the newly arrived head. All lambs must be sold before the end of the program year.
 - c. For a continuous cycle operation, when 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 twelve (12) months from the date the advance was made but no later than the end of the production period, an amount at least the advance rate in effect at the time the advance was issued until all the advances made to the producer and the interest payable by the producer on those advances are repaid. The total repayment should be supported by proof of sale.
- 3.2. In addition to the mandatory payments under Sections 3.1.a, 3.1.b or 3.1.c above, the producer may choose to repay the advance:
 - a. by making a payment without proof of sale, no later than the last day of the production period, up to the greater of \$10,000 or 10% (the greater being chosen) of the total amount of the advance paid at the time of making the cash payment. If the producer chooses to repay in cash, without proof of sale, the producer will be charged interest penalty at the prime rate plus 1 % at simple interest on the excess amount from the date the advance was issued to the date of repayment. The producer has thirty (30) calendar days to repay the interest. After twenty one (21) days calendar following the end of the production period, if the producer has not sent his proofs of sale or paid the interest on the related penalty, he will be declared in default with regards to the amount of the penalty.
 - b. A producer deceased or declared legally incapable of making decisions will be exempted from attaching proofs of sale.
 - c. By paying directly to the Administrator any amount that was paid under an eligible BRM program.
 - d. By paying directly to the Administrator any amount received by the producer not exceeding the amount attested by the proof of sale.
 - e. Notwithstanding Paragraph 3.2.a of this Repayment Agreement, the producer can make a cash payment without proof that the product was sold if the Administrator is convinced that the agricultural product for which the advance was made is stored or remains under the producer's control at the time of repayment. An external audit of the inventory will be required to prove that the product has not been sold. The inventory count will be performed at the producer's expense by a qualified person, either a veterinarian, an agronomist, an agricultural technician or any other qualified officer pre-authorized by the Minister.
- 3.3. In cases where the producer repays the amount of the advance to the Administrator by selling the agricultural product or part of it as described in Section 3.1.a of the present Terms and Conditions, the producer shall:
 - a. Specify in writing to the Administrator to which buyer, appointed by the Administrator, he will sell the agricultural product before selling the said agricultural product to this buyer;
 - b. Notify the Administrator upon reception of any information according to which the appointed buyer does not submit to the Administrator the amount withheld as soon as possible;
 - c. Remain liable to the Administrator for repaying any part of the advance in the event that the appointed buyer omits to submit to the Administrator that portion of the advance withheld by him in accordance with the agreement concluded with the Administrator.
- 3.4. If, through no fault of the producer, the quantity of the agricultural product used to obtain the advance is no longer sufficient to justify the outstanding advance, the Administrator will notify the producer that he has thirty (30) calendar days to repay the outstanding part of the advance that exceeds the reduced protection. If the producer does not repay within the prescribed time, he will be considered to be in default. When the portion of the outstanding amount of the advance that exceeds the reduced protection is repaid, if the producer has a continuous cycle operation, he will remain eligible to the Terms and Conditions applicable to continuous cycle operations regarding the residual portion of the advance.
- 3.5. If the number of agricultural products is reduced by an act of the producer and is no longer sufficient to justify the amount of the advance, the Administrator shall notify the producer that he has thirty (30) calendar days to repay the portion of outstanding amount that exceeds the reduced protection. If the producer does not repay within the prescribed time, he will be considered to be in default. If the producer has a continuous cycle operation, the Administrator shall notify the producer of the loss of advantages associated with continuous cycle operations and indicate that the outstanding advance must be repaid as the animals are sold, as in a standard cycle (degressive) operation. Failing this, the producer's account will be considered to be in default.

4. Security Interests

- 4.1. The producer hereby grants a general and continuing security interest on his agricultural product, on agricultural product in subsequent production periods, to the Administrator to secure repayment of his debt owing to the Administrator arising from this Repayment Agreement. The producer declares that the Administrator's security interest on the agricultural product shall have priority over the interest of any other secured creditor. The producer confirms that he has obtained signed priority agreements from all secured creditors who have or may be entitled to have a security interest on the agricultural product. The producer agrees that upon default, the Administrator has the right to seize the Producer's agricultural product wherever situated, sell the agricultural product as it sees fit and use the sale proceeds to reduce his debt owing to the Administrator arising from this Repayment Agreement, including interest and any legal cost. For a continuous cycle, the level of inventory on which the advance was calculated must be equivalent to the minimum inventory maintained throughout the advance cycle.
- 4.2. Once declared in default, the producer irrevocably assigns his benefits from current and future business risk management (BRM) programs to the Administrator in order to guarantee the repayment of his debt to the Administrator resulting from the present Repayment Agreement. The producer agrees that once declared in default, all the BRM program benefits will be automatically paid to the Administrator until his debt to the Administrator resulting from the present Repayment Agreement is entirely repaid. The producer declares that the assignment of his BRM program benefits to the Administrator has priority over any other securities. The producer confirms that he has signed the necessary secured creditor agreements with any other secured creditor so that the Administrator's security interests have priority over any other security interest (Appendix B and G). The producer agrees and understands that the Administrator can register a financial statement with a provincial registration office when the Administration deems it appropriate. The producer hereby renounces the right to receive from the Administrator a copy of a financial statement or a declaration of confirmation issued at any time regarding the Administrator's security interest.

5. Default

- 5.1. The producer is in default if the producer has not met all their obligations under the Repayment Agreement at the end of the production period for which the advance was made.
- 5.2. The Administrator shall report a producer in default to the Minister and immediately inform the producer of the same, if the producer:
 - a. has not met any of the obligations under this Repayment Agreement within twenty one (21) calendar days after the day on which the Administrator mails or delivers a notice to the producer stating that the producer has had, in the opinion of the Administrator, adequate opportunity to meet all obligations, and requesting that the producer meet such obligations;
 - b. at any time breaches irremediably any substantial obligation under the Repayment Agreement;
 - c. provides false, misleading or incomplete 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 a rate specified in Paragraph 6.2 of these Terms and Conditions on the outstanding amount of the advance, calculated from the date the advance was issued until the advance is repaid in full.
 - c. costs incurred by the Administrator to recover the outstanding amount and interest, including legal costs approved by the Minister.
- 5.4. The producer shall assign to the Administrator the amounts payable to the producer under an eligible BRM program (see Appendix B of this Application and Repayment Agreement) for the repayment of the amount of the eligible advance plus interest costs provided for in this Repayment Agreement. Such assignment becomes effective and will be registered only when the Producer is in default.
- 5.5. 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 party liable under this Repayment Agreement. The producer, in addition to the amounts stated in Paragraph 5.3 of these Terms and Conditions, is liable to the Minister for interest at the rate specified in Paragraph 6.2 point A and B of these Terms and Conditions on the amount of the producer's liability and the costs incurred by the Minister to recover the amount, including legal costs.
- 5.6. Under the terms of this Repayment Agreement, an ineligibility period of twelve (12) months may be applied starting as soon as the producer has fully repaid his outstanding debt.

6. Interest Rate

- 6.1. The interest payable by the producer during the production period while in compliance with the AMPA and this Repayment Agreement will be:
 - a. Zero (0 %) per cent on the amount less than or equal to \$100,000;
 - b. National Bank of Canada prime rate less 0.25 % on the amount over \$100,000 (repaid last). Please note that the rate negotiated with the National Bank of Canada is different from the rate granted by the Federation. The difference is used to offset part of the Federation's APP administration costs.
- 6.2. If the producer is declared in default, the interest payable by the producer will be:
 - a. The prime rate plus 1% at simple interest on the total amount outstanding without interest from the issue date of the advance until the date the producer is declared in default;
 - b. The prime rate plus 3% at simple interest on the amount of the total outstanding advance with or without interest from the date the applicant producer is declared in default until the advance, accrued interest and all collection costs have been repaid in full.
- 6.3. The producer chooses to reimburse in cash, without proof of sale, an amount exceeding the amounts mentioned above, the interest payable by the producer will be: The prime rate plus 1% at simple interest on the total amount outstanding without interest from the issue date of the advance until the date.

7. General Provisions

- 7.1. The production period for the agricultural product concerned commences on April 1st, 2017 and terminates on September 30st, 2018.
- 7.2. The program year is the period used to manage the limits of the program in accordance with Paragraphs 9(1) and 20(1) of the AMPA and that is defined by the beginning date of the first production period and the end date of the last production period. It begins on April 1st, 2017 and ends on September 30st, 2018.
- 7.3. The eligible advance under these Terms and Conditions is deemed to have been received on that portion of the livestock first sold. The producer shall not dispose of any other part of the livestock, in any manner, before disposing of that portion of the agricultural product for which the advance was received. In cases where the producer can provide proof of identification, supported by appropriate records, allowing for the identification of each unit of livestock subject to the advance, then the eligible advance under these Terms and Conditions is deemed to have been received on that portion of the agricultural product being identified to be subject to the advance.
- 7.4. This Repayment Agreement shall commence upon approval and execution of this application by the Administrator, and shall terminate upon repayment of all amounts provided for in this Application and Repayment Agreement.
- 7.5. The Administrator or his authorized agent has the right to perform a credit check on the producer or any of the producer's partners, shareholders, or members at any time during the term of this Repayment Agreement.
- 7.6. Within fifteen (15) days following the period of six (6) months from the date of the advance, the producer with a continuous cycle shall submit a report to the Administrator confirming that his inventory is sufficient to guarantee the amount of the advance. The producer must ensure that he has on his farm at all times, at a minimum, the number of lambs for which the advance was granted. If the producer does not have a sufficient number of lambs in inventory, he will be notified that he has thirty (30) calendar days to reimburse the missing portion of the advance corresponding to the number of head missing in his inventory. If the inventory is due to a decision from the producer, he will have to reimburse the advance as lambs are sold. If the producer does not repay within the prescribed time, he will be declared in default.
- 7.7. Within fifteen (15) days following the period of six (6) months from the date of the advance, the producer with a standard cycle (degressive) shall submit a report to the Administrator confirming that his inventory is sufficient to guarantee the amount of the advance. The producer must ensure that he has on his farm at all times at least the number of lambs for which the advance was granted. If the producer does not have a sufficient number of lambs in inventory, he will have to provide proofs of sale for lambs sold previously, otherwise he will be notified that he has thirty (30) calendar days to reimburse the missing portion of the advance corresponding to the number of head missing in his inventory. If the producer does not repay within the prescribed time, he will be declared in default.
- 7.8. The producer shall give immediate notice to the Administrator of any material loss, destruction or damage to the agricultural product.
- 7.9. If the livestock or a portion of the livestock for which an advance was made ceases to be of marketable quality, through no fault of the producer, the producer shall immediately inform the Administrator and the producer becomes liable to repay to the Administrator that portion of the advance, together with interest thereon from the date the advance was made, that is attributable to the unmarketable portion of the livestock.
- 7.10. The producer shall respect the terms of the BRM program used as security and, should the producer be declared in default by the Administrator, shall ensure that any payments from this program are assigned to the Administrator up to the extent of the eligible advance. The producer must notify the Administrator of any change in the BRM program coverage that is used as security. The producer must notify the Administrator if further requests for an assignment of the BRM program proceeds are made, granted or registered.
- 7.11. This Repayment Agreement shall be interpreted in accordance with the laws of the province of Quebec, Canada.
- 7.12. All of the agricultural products for which the advance was made shall be insured on behalf of the Administrator for all insurable perils, to the full extent of the advance, until the producer's liability is repaid in full. The producer further agrees that any payout of this insurance will first be used to repay any outstanding advance. However, insurance "all risks" on your animals is not required if they are outside at all the times.

Application and repayment agreement (5 of 7)

- 7.13. Whenever the singular or masculine is used throughout this Application and Repayment Agreement, it shall be construed as including the plural, feminine or neutral whenever the context and/or the parties hereto require.
- 7.14. In the event that any part of this Repayment Agreement is found to be invalid by a court of law, the producer agrees to be bound by the terms and provisions of the balance of this Repayment Agreement.
- 7.15. This Repayment Agreement shall not terminate by reason of death or disability of the producer. The producer further agrees in his name and on behalf of his legal personal representatives to execute any instruments which may be necessary or proper to carry out the purpose and intent of this Repayment Agreement.
- 7.16. The producer agrees to provide the Administrator with any information requested by the Administrator to substantiate the statements made by the producer within this Repayment Agreement or to 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.
- 7.17. 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 financial statements.
- 7.18. Where the Administrator determines that the producer is insolvent, has recently filed a notice of intention to make a proposal or has made a proposal under the Bankruptcy and Insolvency Act, is subject to a receiving order under that Act, is bankrupt or seeking protection under any other insolvency or bankruptcy related statute such as the Companies' Creditors Arrangement Act and the Farm Debt Mediation Act, the producer's application must be rejected.
- 7.19. No amendment to this Repayment Agreement which may result in the reduction of the value of the security pursuant to Paragraph 4. of these Terms and Conditions, other than an amendment to correct a clerical or mathematical error, shall be made without the agreement of the Minister.
- 7.20. Unless authorized by the Minister, any amendment to the Application and Repayment Agreement, as per Paragraph 7.19 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 Section 6.1.a of this Repayment Agreement before the coming into force of the amendment does not need to be reimbursed.
- 7.21. 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 Repayment Agreement.
- 7.22. To avoid any delay that could result in additional interest or your file being in default, the Administrator may ask for one or more postdated cheques. The cheque(s) will be cashed in due time in accordance with the repayment date(s).
- 7.23. Every APP applicant must forward to the Administrator a copy of his financial statements prepared by an outside firm, and fill in Appendix C "Financial Situation" completed by his banking institution, and agree to a credit check.
- 7.24. To cover his monthly interest fees on advances with interest, the Administrator shall withhold four percent (4%) of the advance issued to the producer. Upon full repayment of the advance, the excess, if any, will be issued to the producer if he has complied with all of the program requirements. In the event of default, the Administrator will apply this fee against repayment of the advance. The interest earned on the four percent (4%) deduction will be used to offset the Federation's APP administration costs.
- 7.25. Appendices A, B, C, D, E, F and G are an integral part of this Repayment Agreement.

4. DECLARATION OF THE APPLICANT

The Advance Payment Program (APP) is a program from the Government of Canada that enables Canadian agricultural producers to benefit from cash advances. Under the APP, Agriculture and Agri-Food Canada guarantees repayment of cash advances issued to farmers by the producer organization and pays the interests on the first \$100,000 issued to every participating producer.

1. According to your situation:
 - a. I am applying as an individual for an advance payment pursuant to the APP.
 - b. I am applying as a sole owner of the corporation that I represent for an advance payment pursuant to the APP.
 - c. We, being all the partners of the partnership stated in this Application (herein referred to as the "partners"), are applying for an advance pursuant to the APP.
 - d. We, being all the shareholders of the corporation stated in this Application (herein referred to as the "shareholders"), are applying for an advance pursuant to the APP.
2. I am of the age of majority and a Canadian citizen or a permanent resident, I, one of the partners or shareholders or authorized officer am of the age of majority and declare that the partnerships or corporation is controlled by a Canadian citizen or a permanent resident.
3. I am, or at least one of my partners or shareholders, is the producer of the agricultural product for which this application is made.
4. No other person has an interest in the agricultural product for which this application is made and the agricultural product will be sold in my name or the name of the partnership or corporation for which this application is submitted.
5. According to your situation:
 - a. I am not required by the Income Tax Act to report income from other farming operations or other corporations, partnerships or cooperatives carrying on a farm business, other than the ones named in this Application and Repayment Agreement, otherwise, I have listed in Appendix E all other farming operations and other businesses carrying on farm operations in which I have an interest.
 - b. All of the partners or shareholders having shares in the entity are listed in Section 1.1 of the present Application and Repayment Agreement.
6. Neither I, nor the partnership/corporation, nor any of the partners/shareholders, nor any related person listed in this Application and Repayment Agreement are in default under any repayment agreement pursuant to the Advance Payments for Crops act (APCA), the Prairie Grain Advance Payments Act (PGAPA), the Spring Credit Advance Program (SCAP), the Enhanced Spring Credit Advance Program (ESCAP) or the Agricultural Marketing Programs Act (AMPA).
7. Neither I, nor the partnership/corporation, nor any of the partner/shareholders, nor any related persons listed in this Application and Repayment Agreement are ineligible under an advance guarantee agreement made pursuant to the Agricultural Marketing Programs Act (AMPA), the Spring Credit Advance Program (SCAP) or the Enhanced Spring Credit Advance Program (ESCAP).
8. As indicated in the present Application and Repayment Agreement:
 - a. I, as an individual producer, have made an application for production insurance and/or am participating in an eligible Business Risk Management (BRM) program, (Appendix B) duly completed as required for this specific class of agricultural products.
 - b. The corporation that I represent has made an application for production insurance and/or is participating in an eligible Business Risk Management (BRM) program and I, being authorized to certify on behalf of the corporation/cooperative, declare having submitted a duly completed BRM Assignment Agreement (Appendix B) as required for this specific class of agricultural products.
 - c. We, being all the partners, have made an application for production insurance and/or are participating in an eligible Business Risk Management (BRM) program (Appendix B) and we, being authorized to certify on behalf of the partnership/corporation/cooperative, declare having submitted a duly completed BRM Assignment Agreement as required for this specific class of agricultural products.
 - d. We, being all the shareholders, have made an application for production insurance and/or are participating in an eligible Business Risk Management (BRM) program (Appendix B) and we, being authorized to certify on behalf of the partnership/corporation/cooperative, declare having submitted a duly completed BRM Assignment Agreement as required for this specific class of agricultural products.
9. If this application relates to an agricultural product (lamb) that is not subject to an emergency assistance, I, or the partnership or corporation that I or we represent has a sufficient quantity of agricultural products, as mentioned in Section 2.1 of the present Application and Repayment Agreement, to justify the amount of the advance requested.
10. Except for emergency advances for "severe financial difficulties" that are not subject to the following, I, or the partners or shareholders, as the case may be, declare having duly completed and submitted the agreements required by each secured creditor who has concluded, in order to guarantee the advance, an assignment agreement on the benefits of the BMR program(s) and/or that holds a privilege or an easement on the agricultural products listed in Section 2.1 of the present Application and Repayment Agreement.
11. I, or all the partners or shareholders, as the case may be, agree that a credit check and an inspection of the livestock may be performed at any time while the advance is outstanding.
12. I, or all the partners or shareholders, as the case may be, acknowledge that, in the event of a default, the partnership, or corporation or its partners or shareholders may be denied access to other federal agricultural support programs or, alternatively, the Minister reserves the right to off-set from such support a sum equal to the outstanding amount and related interest charges and recovery costs.
13. I or we, as the case may be, declare that this Application is consistent with the purpose of the APP.
14. I, or the partners or shareholders, as the case may be, certify that all the information provided in this Application is true and accurate in every respect. I/we acknowledge that providing inaccurate information or omitting to provide information that could be relevant in assessing and approving this APP Application could result in loss of all benefits related to the APP, in legal action, and in my/our exclusion from other AAFC programs.
15. I, or the partners or shareholders, as the case may be, understand that failing to comply with application requirements may delay the processing of the application or may render me, or the partnership or corporation that I represent, ineligible for receiving an advance under the program.

Application and repayment agreement (6 of 7)


16. I, or the partners or shareholders, as the case may be, 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.
17. I, or the partners or shareholders, as the case may be, have read the following privacy notice informing me of AAFC's use of my personal information submitted as part of the APP application process.

APP is a federal program delivered by Administrators which collect and use the personal information you submit to administer the program on AAFC's behalf. AAFC routinely receives a small portion of the personal information you submit however, in the event you enter into default, AAFC will receive your entire application file.

The personal information contained in, with, or pursuant to this Application and Repayment Agreement is collected under the authority of the Agricultural Marketing Programs Act. 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. AAFC may also 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.








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-viepriviee.AAC@AGR.GC.CA and reference AAFC's personal information bank [Agricultural Marketing Programs Act, PPU 140](#).
- I, or the partners or shareholders, as the case may be, authorize Les Éleveurs d'ovins du Québec to:
 - a. Collect the personal information necessary for the Application and Repayment Agreement.
 - b. Communicate the personal information and other information in the Application and Repayment Agreement as well as any related documents to the provincial governments and their agencies for the purpose of verifying APP payments as well as assignment of the eligible BRM program and realization of security.
 - c. Communicate personal information or other information in the Application and Repayment Agreement, as well as any related documents, to other organizations managing the APP for verification purposes of the payments pursuant to the APP. For more information about the use of your personal information by the APP administrator or to make an official request to access your personal information, please contact the administrator through which you are submitting your application.
18. The Administrator or its authorized agent has the right to inspect the livestock subject to this Application and Repayment Agreement at any time during the production period. For inspection purposes, the producer shall ensure that his facilities are safe and easy to access.
19. If I am, or one of the partners or shareholders, as the case may be, is a current or former public office holder, public servant or member of the House of Commons, I am or we are not prohibited to derive benefits from the APP under any applicable federal conflict of interest or ethical principles and I am or we are in compliance with applicable federal conflict of interest or ethical principles, rules and obligations.
20. I or we, as applicable, acknowledge that, in cases where the applicant is declared in default and the Minister makes payment under the guarantee, the Minister is subrogated to the Administrator's rights against the applicant in default and against persons who may be personally liable under this Repayment Agreement.
21. I, or the partners or shareholders, as the case may be, declare 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, I/we are not subject to a receiving order under that Act, are not bankrupt or seeking protection under any other insolvency or bankruptcy related statute such as the Companies' Creditors Arrangement Act and the Farm Debt Mediation Act.
22. I, or the partners or shareholders, as the case may be, declare that in the case of Agricultural Product, it is of marketable quality and will remain so until disposed of in accordance with the Repayment Agreement.
23. I, or we, understand that the rate of advance per unit used to determine my eligible advance was obtained following a subtraction of the percentage of the Administrator's financial responsibility of 4,39% on 100% of the maximum amount of the advance, and this is applied on the amount of the rate of the maximum advance per production unit determined by the Minister by virtue of the AMPA.
24. I, or the partners or shareholders, as the case may be, accept that when the Administrator receives payment in accordance with the terms and conditions of the present Application and Repayment Agreement, the Administrator must firstly reduce the portion of the loan for which the Minister pays the interests, in other words, the portion without interest.
25. I, or the partners or shareholders, as the case may be, have read all the terms and conditions of the Repayment Agreement as well as Appendix A, B, C, D, E, F, and G, that are attached and that are an integral part of the present Application and Repayment Agreement and I, or the partners or shareholders, as the case may be, agree to comply.

5. SIGNATURES

 In order to certify the completeness and accuracy of the information provided in this form, any partner whose name appears on Section 1.1 must sign and date the declaration below. Any transmission of false or misleading information will automatically be interpreted as non-compliance and will lead to the loss of the benefits associated with the APP.

- ✓ I, individual producer or sole shareholder of the corporation, or we, partners of the partnership mentioned in Section 1 and 1.1 of the Application and Repayment Agreement, are authorized to sign the present form.
- ✓ I, or we, hereby certify that the information contained in this Application and Repayment Agreement is true and accurate based on my/our knowledge at the time of completing the form.
- ✓ I, or we, hereby certify having completed and signed an Application and Repayment Agreement form as well as Appendices A, B, C, D, E, F, and G.
- ✓ I, or we, agree to comply with all terms and conditions included in the Application and Repayment Agreement for the Advance Payments Program.

5.1. APPLICANT PRODUCER/SHAREHOLDER(S)/PARTNER(S)

Name of the applicant producer (please print)	
	Signature of the applicant producer
Name of the shareholder/partner (please print)	
	Signature of the shareholder/partner
Name of the shareholder/partner (please print)	
	Signature of the shareholder/partner
Name of the shareholder/partner (please print)	
	Signature of the shareholder/partner
Name of the shareholder/partner (please print)	
	Signature of the shareholder/partner
Name of the shareholder/partner (please print)	
	Signature of the shareholder/partner
Name of the shareholder/partner (please print)	
	Signature of the shareholder/partner
Date: _____	
dd/mm/yyyy	


5.2. WITNESS

- ✓ The witness certifies that the signatories of the above Application and Repayment Agreement and of Appendices A, B, C, D, E, F, and G are truly the applicant producers.
- ✓ The witness must not be a relative.

Name of the WITNESS (please print)	
	Signature of the WITNESS

5.3. LES ÉLEVEURS D'OVINS DU QUÉBEC

✓ I, Les Éleveurs d'ovins du Québec, declare having taken all necessary steps, in accordance with the *Agricultural Marketing Programs Act (AMPA)* and its Regulations, the Advance Guarantee Agreement and APP administration guidelines, to ensure, to the best of my abilities, that the present Application and Repayment Agreement by the producer is accurate and complete before granting the above-mentioned advance.

Amina Baba-Khelil	
Name of the APP Authorized Representative (please print)	Signature of the APP Authorized Representative
Date: _____	
dd/mm/yyyy	

The LEOQ acts as the Administrator for the APP and cannot be held responsible for any damage resulting from the refusal of the Producer's application, of the delays in granting an advance to a participating producer or of errors in granting advances or loss of a document except in the event of gross negligence.

APPENDIX A

**ADVANCE PAYMENTS PROGRAM (APP)
2017 PROGRAM YEAR
AGREEMENT BETWEEN THE ADMINISTRATOR (LEOQ) AND
PARTICIPATING PRODUCERS**

I/WE HEREBY:

Business name and full address

I/WE AUTHORIZE:

1. All lending companies and all suppliers to disclose to the Administrator (LEOQ) any information about my (our) credit file(s) deemed necessary for the examination of my (our) advance payments application for the 2017 program year;
2. The Administrator or his representative to have access at all times to the production sites to control the quantities for which the Administrator has a lien by virtue of the program;
3. Agri-Traçabilité Québec (ATQ) to provide the Administrator with pertinent information necessary for the examination of my (our) file;
4. Les Éleveurs d'ovins du Québec's (LEOQ) sale agencies to provide the Administrator with pertinent information necessary for the examination of my (our) file;
5. La Financière agricole du Québec to provide the Administrator with information regarding the coverage of a business risk management (BRM) program or any other pertinent information about my personal file;
6. The Administrator to disclose, upon request, the balance of the advance to the Producer's lending institutions;
7. The Administrator to disclose, upon request, any information useful or necessary for the examination of my (our) file for the APP;
8. The insurance company that insured my production to pay directly to the Administrator the indemnity in the event of a disaster;

SIGNATURES

APPLICANT PRODUCER/SHAREHOLDER(S)/PARTNER(S)

Name of the applicant producer (please print)



Signature of the applicant producer

Name of the shareholder/partner (please print)



Signature of the shareholder/partner

Name of the shareholder/partner (please print)



Signature of the shareholder/partner

Name of the shareholder/partner (please print)



Signature of the shareholder/partner

Name of the shareholder/partner (please print)



Signature of the shareholder/partner

Name of the shareholder/partner (please print)



Signature of the shareholder/partner

Name of the shareholder/partner (please print)



Signature of the shareholder/partner

Date: _____
dd/mm/yyyy


⚠ Appendix A is an integral part of the Application and Repayment Agreement ⚠

1.2. FINANCIAL INSTITUTION/CREDITOR

 Must be the same institution/creditor as in Appendix C and G.
 Please, attach a sheet for each financial institution/creditor.


To be completed by any lender who **HAS** BRM program in guarantee



Name of the institution	
Name of the authorized representative (please print)	Title of the authorized representative (please print)
Date: _____ dd/mm/yyyy	 Signature of the authorized representative








To be completed by any lender **DOES NOT HAVE** BRM program in guarantee




Name of the institution	
Name of the authorized representative (please print)	Title of the authorized representative (please print)
Date: _____ dd/mm/yyyy	 Signature of the authorized representative

2. SIGNATURES

2.1. APPLICANT PRODUCER/SHAREHOLDER(S)/PARTNER(S)

Name of the applicant producer (please print)	 Signature of the applicant producer
Name of the shareholder/partner (please print)	 Signature of the shareholder/partner
Name of the shareholder/partner (please print)	 Signature of the shareholder/partner
Name of the shareholder/partner (please print)	 Signature of the shareholder/partner
Name of the shareholder/partner (please print)	 Signature of the shareholder/partner
Name of the shareholder/partner (please print)	 Signature of the shareholder/partner
Name of the shareholder/partner (please print)	 Signature of the shareholder/partner
Date: _____ dd/mm/yyyy	

2.2. LES ÉLÈVEURS D'OVINS DU QUÉBEC

Amina Baba-Khelil Name of the APP authorized representative (please print)	 Signature of the APP authorized representative
Date: _____ dd/mm/yyyy	

APPENDIX C

ADVANCE PAYMENTS PROGRAM (APP) 2017 PROGRAM YEAR BANKING SITUATION

1. TO BE COMPLETED BY THE PRODUCER

APP-AAFC number: _____
 Name of the business: _____
 Last name/first name(s): _____ ☎ Business: _____
 Address: _____ ☎ Home: _____
 City: _____ ☎ Fax: _____
 Postal code: _____ ☎ Cell phone: _____
 Email: _____

Amount of the advance requested by the producer as part of the APP: \$ _____

✓ I/We, shareholder(s)/partner(s) as applicable, authorized the financial institution to disclose to the Administrator any information about my/our credit file that is deemed necessary for the examination of the advance payments application.

 Name of the producer (please print)

☎

 Signature of the producer

Date: _____

dd/mm/yyyy

1.1. TO BE COMPLETED BY THE FINANCIAL INSTITUTION/CREDITOR

⚠ Must be the same institution/creditor as in Appendix C and G.
 ✍ Please, attach a sheet for each financial institution/creditor.

Name of the institution: _____
 Name of the authorized representative: _____ ☎ Office: _____ Ext.: _____
 Address: _____ ☎ Fax: _____
 City: _____ # Transit: _____
 Postal code: _____ # Account: _____
 Email: _____

 Name of the authorized representative (please print)

 Title of the authorized representative (please print)

Date: _____

dd/mm/yyyy

☎

 Signature of the authorized representative

1. Has the client given his crop(s) in guarantee? YES NO
 2. Has the client given his BRM program (ASRA) in guarantee? YES NO
 3. Has the client postponed periodic payments? YES NO

4. Credit margin ⚠ Please, fill in with REAL AMOUNTS instead figures

A) Amount authorized by your financial institution: \$ _____

B) Current balance: \$ _____

5. Account(s) and loan(s) ⚠ For EACH LOAN, fill in with REAL AMOUNTS instead figures


A) Account(s) →	1-	2-	3-
Opening date:			
Balance:	\$	\$	\$
N.S.F. cheque:			
Comments:			
B) Loan(s) →	1-	2-	3-
Opening date:			
Authorized credit:	\$	\$	\$
Balance:	\$	\$	\$
Amount of payment:	\$	\$	\$
Comments:			

⚠ Appendix C is an integral part of the Application and Repayment Agreement ⚠

APPENDIX D


ADVANCE PAYMENTS PROGRAM (APP) 2017 PROGRAM YEAR PERSONAL GUARANTEE OR JOINT AND SEVERAL OBLIGATION

1. PERSONAL GUARANTEE

 **Applicable when the applicant is a sole shareholder corporation or a sole owner**


- ✓ I hereby accept - as sole shareholder of the corporation or sole owner of the business mentioned in Section 1 and 1.1 of the present advance application, in consideration of an advance granted to me by the Administrator for the 2017 program year, whose amount is entered in Section 2.3 of the Application and Repayment Agreement form and for which the Minister of Agriculture and Agri-Food Canada (AAFC) guarantees the repayment and the related interest – to be personally liable to the Administrator and the AAFC Minister of any amount due by the sole shareholder corporation or the sole owner in accordance to the APP.
- ✓ **By signing this document, I understand and accept that legal action can be taken against me personally to repay, in accordance with the Section 3 of the Paragraphs 5.1, 5.2, 5.3, 5.4, 5.5 and 5.6 of the Terms and Conditions of the Repayment Agreement, the entire amount of any outstanding advance.**

IN WITNESS THEREOF, I put my signature:

 _____
Location

Date: _____
dd/mm/yyyy

Name of the sole owner/sole shareholder (please print)


 _____
Signature of the sole owner/sole shareholder

1.1. JOINT AND SEVERAL GUARANTEE

 **Applicable in the case of a corporation with many shareholders/partnerships**

- ✓ We hereby accept – as shareholders of the corporation or partners of the partnership mentioned in Section 1 and 1.1 of the present advance application, in consideration of an advance granted to me by the Administrator for the program year 2017, whose amount is entered in Section 2.3 of the Application and Repayment Agreement form and for which the Minister of Agriculture and Agri-Food Canada (AAFC) guarantees the repayment and the related interest – to be jointly and severally liable to the Administrator and the AAFC Minister of any amount due by the corporation or the partnership in accordance to the APP.
- ✓ **By signing this document, I understand and accept that legal action can be taken against me personally to make me repay, in accordance with the Section 3 of the Paragraphs 5.1, 5.2, 5.3, 5.4, 5.5 and 5.6 of the Terms and Conditions of the Repayment Agreement, the entire amount of any outstanding advance.**

IN WITNESS THEREOF, I put my signature:

 _____
Location

Date: _____
dd/mm/yyyy

Name of the shareholder/partner (please print)

 _____
Signature of the shareholder/partner

Name of the shareholder/partner (please print)

 _____
Signature of the shareholder/partner

Name of the shareholder/partner (please print)

 _____
Signature of the shareholder/partner

Name of the shareholder/partner (please print)

 _____
Signature of the shareholder/partner

Name of the shareholder/partner (please print)

 _____
Signature of the shareholder/partner

Name of the shareholder/partner (please print)

 _____
Signature of the shareholder/partner

⚠ Appendix D is an integral part of the Application and Repayment Agreement ⚠

APPENDIX E

ADVANCE PAYMENTS PROGRAM (APP) 2017 PROGRAM YEAR RELATED PRODUCERS

1. RELATED PRODUCERS

- ✓ The 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 partners is the spouse or common-law partner of the other producer;
 - One of the partners owns at least 25% of the voting shares of the other producer;
 - One of the partners owns at least 25% of the voting shares of a corporation that owns 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 situation defined in the AMPA regulations.
- ✓ Relatedness affects the applicant's eligibility to receive an advance, as well as the amount of an advance.

⚠ If you answer "yes" to any of the questions 1 below, complete section 1.1. and 1.2.

⚠ If you answer "yes" to question 2, you may not eligible to receive an APP advance, unless you are able to rebut the presumption of relatedness to de section 1.2.

⚠ If you answer "No" to questions 1 and 2, you do not have to complete Sections 1.1. and 1.2, but you have to sign at Section 2.

1. Has a related producer:

A) Applied for an APP advance in this program year, **OR**

B) Have an outstanding APP advance from a previous program years?

YES NO

2. Is any related producer ineligible as a result of a default under the APP, SCAP (Spring Credit Advance Program) or ESCAP (Enhanced Spring Credit Advance Program)?

YES NO

To be completed if you answer **YES** to questions 1. and 2. at Section 1



1.1. RENTED PRODUCER DECLARATION

📋 List all the related producers who received an advance for this or previous production periods, including the advances issued by other APP administrators.

📎 Please, attach an additional sheet if necessary.

Name of the related producer that received an advance	APP-AAFC N°	Name of the Administrator who issued the advance	Program year
1.			
2.			
3.			
4.			
5.			
6.			

1.2. REBUTTAL OF RELATEDNESS BETWEEN 2 INDIVIDUAL PRODUCERS

✓ Answer the questions below for each related producer listed in Section 1.1.;

⚠ If you answered "No" to one of the questions below, you have not rebutted the presumption of relatedness with the producer in question;

⚠ If you answered "Yes" to all of the declarations 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 you responses, such as articles of incorporation, financial statements, leases, receipts, etc.

📎 Please, attach an additional sheet if necessary.

1. NAME OF THE RELATED PRODUCER THAT RECEIVED AN ADVANCE:

A) The applicant and the related producer file separate income tax returns and/or prepare separate financial statements.








YES NO

B) Neither the applicant nor the related producer is employed by the other party or act as its proxy.

YES NO

C) All business transactions between the applicant and the related producer are executed at the true market value and are documented (i.e. sharing of equipment and/or land).

YES NO

2. NAME OF THE RELATED PRODUCER THAT RECEIVED AN ADVANCE:		
A) The applicant and the related producer file separate income tax returns and/or prepare separate financial statements.	YES <input type="checkbox"/>	NO <input type="checkbox"/>
B) Neither the applicant nor the related producer is employed by the other party or act as its proxy.	YES <input type="checkbox"/>	NO <input type="checkbox"/>
C) All business transactions between the applicant and the related producer are executed at the true market value and are documented (i.e. sharing of equipment and/or land).	YES <input type="checkbox"/>	NO <input type="checkbox"/>
3. NAME OF THE RELATED PRODUCER THAT RECEIVED AN ADVANCE:		
A) The applicant and the related producer file separate income tax returns and/or prepare separate financial statements.	YES <input type="checkbox"/>	NO <input type="checkbox"/>
B) Neither the applicant nor the related producer is employed by the other party or act as its proxy.	YES <input type="checkbox"/>	NO <input type="checkbox"/>
C) All business transactions between the applicant and the related producer are executed at the true market value and are documented (i.e. sharing of equipment and/or land).	YES <input type="checkbox"/>	NO <input type="checkbox"/>
4. NAME OF THE RELATED PRODUCER THAT RECEIVED AN ADVANCE:		
A) The applicant and the related producer file separate income tax returns and/or prepare separate financial statements.	YES <input type="checkbox"/>	NO <input type="checkbox"/>
B) Neither the applicant nor the related producer is employed by the other party or act as its proxy.	YES <input type="checkbox"/>	NO <input type="checkbox"/>
C) All business transactions between the applicant and the related producer are executed at the true market value and are documented (i.e. sharing of equipment and/or land).	YES <input type="checkbox"/>	NO <input type="checkbox"/>
5. NAME OF THE RELATED PRODUCER THAT RECEIVED AN ADVANCE:		
A) The applicant and the related producer file separate income tax returns and/or prepare separate financial statements.	YES <input type="checkbox"/>	NO <input type="checkbox"/>
B) Neither the applicant nor the related producer is employed by the other party or act as its proxy.	YES <input type="checkbox"/>	NO <input type="checkbox"/>
C) All business transactions between the applicant and the related producer are executed at the true market value and are documented (i.e. sharing of equipment and/or land).	YES <input type="checkbox"/>	NO <input type="checkbox"/>
6. NAME OF THE RELATED PRODUCER THAT RECEIVED AN ADVANCE:		
A) The applicant and the related producer file separate income tax returns and/or prepare separate financial statements.	YES <input type="checkbox"/>	NO <input type="checkbox"/>
B) Neither the applicant nor the related producer is employed by the other party or act as its proxy.	YES <input type="checkbox"/>	NO <input type="checkbox"/>
C) All business transactions between the applicant and the related producer are executed at the true market value and are documented (i.e. sharing of equipment and/or land).	YES <input type="checkbox"/>	NO <input type="checkbox"/>
2. SIGNATURES		
2.1. APPLICANT PRODUCER/SHAREHOLDER(S)/PARTNER(S)		
<p>_____ Name of the applicant producer (please print)</p> <p>_____ Name of the shareholder/partner (please print)</p> <p>_____ Name of the shareholder/partner (please print)</p> <p>_____ Name of the shareholder/partner (please print)</p> <p>_____ Name of the shareholder/partner (please print)</p> <p>_____ Name of the shareholder/partner (please print)</p> <p>_____ Name of the shareholder/partner (please print)</p> <p>_____ Name of the shareholder/partner (please print)</p> <p>Date: _____ dd/mm/yyyy</p>	<p style="text-align: center;"> _____ Signature of the applicant producer</p> <p style="text-align: center;"> _____ Signature of the shareholder/partner</p> <p style="text-align: center;"> _____ Signature of the shareholder/partner</p> <p style="text-align: center;"> _____ Signature of the shareholder/partner</p> <p style="text-align: center;"> _____ Signature of the shareholder/partner</p> <p style="text-align: center;"> _____ Signature of the shareholder/partner</p> <p style="text-align: center;"> _____ Signature of the shareholder/partner</p>	

APPENDIX F

ADVANCE PAYMENTS PROGRAM (APP) 2017 PROGRAM YEAR CHATTEL MORTGAGE

1. GUARANTEED OBLIGATIONS

- 1.1** The mortgage provided herein is granted in order to guarantee the repayment of any advance and the fulfilment of obligations, current and future, direct or indirect, absolute or possible, due and not yet due, incurred by the undersigned (the "Producer") to Les Éleveurs d'ovins du Québec (the "Administrator") in capital, interests, charges and accessories hereunder and by virtue of the Application and Repayment Agreement ("Application") signed by the Producer and an authorized representative of the Administrator in which the Administrator has agreed to grant the Producer a maximum eligible advance of \$ _____ by virtue of the Advance Payments Program established in accordance with the provisions of the Agricultural Marketing Programs Act (AMPA). If the Administrator agrees that the document confirming the advance be renewed or replaced or that the advances be confirmed in another document, these renewals, replacements or other documents would not result in a new agreement and the present document would remain effective.
- 1.2** The mortgage provided herein is also granted to guarantee all other obligations, current and future, direct or indirect, absolute or possible, due and not yet due, incurred by the Producer to Administrator.

2. MORTGAGE

- 2.1** For good and valuable consideration, the Producer mortgages in favour of the Administrator, for the amount shown in Paragraph 1.1 or the highest amount to a maximum of \$400,000, with interest commencing on the date of the present document at a rate of 25% per year, the Producer's current and future goods described below as well as those acquired as replacement (these goods are hereinafter called the "Mortgage Goods"):
- 2.1.1** The entire herd of current or future calves and steers belonging to the Producer;
- 2.1.2** Any compensation payable to the Producer or that might become payable in accordance with the Farm Income Stabilization Insurance (ASRA) program or any other eligible business risk management (BRM) program, administered by La Financière agricole du Québec.
- 2.2** The following goods, if they are not already included in the description below, are also affected by the mortgage and the security interest by the virtue of the present document. The term Mortgage Goods also means the following goods:
- 2.2.1** The proceeds from any sale, rental and other provisions of the Mortgaged Goods, any amount receivable resulting from a sale, rental or any provisions of these goods, as well as all the goods acquired to replace them;
- 2.2.2** Any insurance or expropriation benefits payable regarding the Mortgaged Goods;
- 2.2.3** The capital, the fruits and the revenue of the Mortgage Goods as well as all rights attached to the Mortgage Good through titles, documents, registers, invoices and accounts confirming the Mortgaged Goods or related to them.

3. ADDITIONAL MORTGAGE

- 3.1** To guarantee any amount due to the Administrator that would exceed the amount of the above mortgage, the Producer mortgages the Mortgage Goods for an additional amount equal to 20 % of the amount of the mortgage provided in Paragraph 2.1 above.

4. DECLARATIONS

THE PRODUCER DECLARES THE FOLLOWING TO THE ADMINISTRATOR:

- 4.1** The Producer is the sole owner of all the Mortgage Goods;
- 4.2** The Producer's domicile (head office if the Producer is a corporation, or domicile if the Producer is a physical person) is at the following address:

- 4.3** The Producer operates a business;
- 4.4** If the Producer is a person, he operates one or many businesses and the Mortgage Goods belong to that business or those businesses;
- 4.5** The Mortgage Goods are located in Quebec;
- 4.6** The Producer is a member of the ASRA program or any other eligible BMR program and respects all the eligibility criteria and conditions to benefit from the said program.

5. COMMITMENTS

- 5.1** The Producer will inform without delay the Administrator of any changes to his name or the content of the declarations made in Article 4.
- 5.2** The Producer will pay when due any amount due and payable regarding the Mortgaged Goods as well as any debt ranking above the mortgage constituted by the present document. Upon request, the Producer will provide the Administrator with the proof that he has made the payments provided in this paragraph;
- 5.3** The Producer will insure the Mortgage Goods and maintain the insurance in force against damage caused by theft or fire and against any other risk that a careful producer would protect, through insurance, for the full insurable value of the Mortgage Goods. The Administrator is hereby designated beneficiary of the indemnities payable by virtue of the policies and the Producer will have this designation included in the policies. The Producer will submit to the Administrator a copy of each policy and, at least thirty (30) days before the expiry date or the cancellation of a policy, he will submit a proof of renewal or replacement;
- 5.4** The Producer will carry out all responsibilities and sign all necessary documents to preserve his rights in the Mortgage Goods and so that the mortgage constituted herein has full effect and be constantly enforceable against third parties in all the jurisdictions where the Mortgage Goods could be located or used;
- 5.5** The Producer will protect and adequately maintain the Mortgage Goods and he will perform his activities in a way to preserve their value. The Producer will comply with the requirements of the laws and regulations applicable in the operation of his business or possession of the Mortgage Goods, including the laws and regulations on the environment;
- 5.6** The Producer will keep books and accounting vouchers that a diligent administrator would keep regarding the Mortgage Goods and he will allow the Administrator to examine them and to obtain copies;
- 5.7** The Producer will not alienate the Mortgage Goods and will not rent them, except in the case of written agreement by the Administrator. Despite the above, the Producer will be able to, as long as he is not in default hereunder, sell or rent his inventory during the regular operations of his business;
- 5.8** The Producer commits to maintaining an inventory of livestock justifying the annual production declared in the Application;
- 5.9** The Producer will not move the Mortgage Goods from the current location, except in the case of written agreement by the Administrator;
- 5.10** If the Producer is a corporation, he will not merge with another corporation and will not undertake procedure to liquidate or dissolve the corporation without the written consent of the Administrator.

6. ADMINISTRATOR'S RIGHTS

- 6.1** The Administrator will be able, but not required, to fulfill one of the commitments made by the Producers herein;
- 6.2** The Producer can receive the compensations that are part of the Mortgage Goods as long as the Administrator does not withdraw the authorization. If the Administrator withdraws the authorization for the Producer to receive the compensations that are part of the Mortgage Goods, the Administrator will then receive these compensations;
- 6.3** The Administrator may, but not required to, sell the Mortgage Goods in his possession if he believes in good faith that they are likely to decrease in value, depreciate or waste away;

- 6.4 The Producer appoints the Administrator as his irrevocable proxy, with substitution power, for the purpose of executing any act or signing any document necessary or useful to the exercise of the rights conferred to the Administrator by virtue of the present document;
- 6.5 The rights conferred to the Administrator by virtue of Article 6 will be exercisable by the Administrator before or after a breach by the Producer hereunder.

7. DEFAULTS AND REMEDIES

- 7.1 The Producer shall be in default in each of the following cases:
 - 7.1.1 If one of the obligations guaranteed by the present document is not fulfilled at the due date;
 - 7.1.2 If one of the declarations in Article 4 is erroneous;
 - 7.1.3 If the Producer does not fulfill one of his commitments contained herein;
 - 7.1.4 If the Producer is in default by virtue of any accord or agreement binding him to the Administrator or by virtue of any other mortgage or security interest binding the Mortgage Goods;
 - 7.1.5 If the Producer ceases to operate his business, becomes insolvent or bankrupt, or;
 - 7.1.6 If one of the Mortgaged Goods is seized, or is subject to a taking of possession by a creditor, a receiver or any person performing similar functions.
- 7.2 If the Producer is in default, the Administrator may cease any obligation of giving advances to the Producer and can declare payable all the Producer's obligations that are not yet due. If the Producer is in default, the Administrator may use all remedies given by the law, including rights resulting from the mortgage;
- 7.3 To fulfill his mortgage, the Administrator may use, at the Producer's expense, the premises where are located the Mortgaged Goods as well as the Producer's other goods.

8. GENERAL PROVISIONS

- 8.1 The mortgage created by virtue of the present document is added and does not replace any other mortgage or security interest held by the Administrator;
- 8.2 This mortgage is a continuous guarantee that will subsist despite the occasional, total or partial payment of the obligations guaranteed herein;
- 8.3 In each of the cases stipulated in Paragraph 7.1, the Producer will be in default arising from the passage of time alone without any notice to pay required;
- 8.4 If many people are appointed as "Producer", there will be solidarity between these people and each of them will be responsible for the entire obligations stipulated in the present document;
- 8.5 Any amount received by the Administrator during the exercise of his rights can be withheld by the Administrator as a mortgaged good or be applied to the payment of the obligations guaranteed herein, whether they are due or not. The Administrator will have the choice of application of the payment being made;
- 8.6 The exercise of one of the Administrator's rights will not prevent him from exercising any other right resulting from the present document. The Administrator's non-exercise of one of his rights does not constitute a renunciation of the ulterior exercise of that right. The Administrator can exercise the rights resulting herein without having to exercise other remedies against the Producer or against any other person responsible for the payment of the obligations guaranteed herein and without having to realize on any other security guaranteeing these obligations;
- 8.7 The Administrator has to use reasonable diligence while exercising his rights or the fulfillment of his obligations. In addition, he shall be held liable only for intentional or gross negligence on its part;
- 8.8 The Administrator can delegate to another person the exercise of the rights or the fulfillment of the obligations resulting herein. In such a case, the Administrator is authorized to provide this other person with any information he has about the Producer or the Mortgaged Goods;
- 8.9 The present document shall bind the Producer to the Administrator or any of his successors through mergers or otherwise;
- 8.10 Any notice to the Producer can be submitted to the address mentioned below or at any other address notified in writing to the Administrator;
- 8.11 If one of the provisions is invalid or ineffective, the other provisions of the present document will remain in effect in full;
- 8.12 The present document is governed and interpreted by the right in effect in the province of Quebec. It must also be interpreted in a way so that the Mortgaged Goods located in another jurisdiction have a valid security by virtue of the right in effect in this other jurisdiction.

9. SIGNATURES

9.1. APPLICANT PRODUCER/SHAREHOLDER(S)/PARTNER(S)

Name of the applicant producer (please print)	Signature of the applicant producer
Name of the shareholder/partner (please print)	Signature of the shareholder/partner
Name of the shareholder/partner (please print)	Signature of the shareholder/partner
Name of the shareholder/partner (please print)	Signature of the shareholder/partner
Name of the shareholder/partner (please print)	Signature of the shareholder/partner
Name of the shareholder/partner (please print)	Signature of the shareholder/partner
Name of the shareholder/partner (please print)	Signature of the shareholder/partner
Date: _____	
dd/mm/yyyy	

9.2. LES ÉLEVEURS D'OVINS DU QUÉBEC

Amina Baba-Khelil	
Name of the APP Authorized Representative (please print)	Signature of the APP Authorized Representative
Date: _____	
dd/mm/yyyy	

APPENDIX G

ADVANCE PAYMENTS PROGRAM (APP) 2017 PROGRAM YEAR SECURED CREDITOR AGREEMENT

1. TO BE COMPLETED BY THE PRODUCER/PARTNERSHIP/CORPORATION

On behalf of: _____
Producer/partnership/corporation


APP-AAFC number: _____


THE ADVANCE IS FOR THE FOLLOWING AGRICULTURAL PRODUCT(S):

Please, check the box(es) below that apply to your type(s) of livestock.

- | | |
|---|---------------------------------------|
| <input type="checkbox"/> Milk lamb | <input type="checkbox"/> Yearling ewe |
| <input type="checkbox"/> Lamb | <input type="checkbox"/> Ram |
| <input type="checkbox"/> Slaughter lamb | |

2. TO BE COMPLETED BY THE FINANCIAL INSTITUTION/CREDITOR

 Must be the same institution/creditor as in Appendix B and C.

 Please, attach a sheet for each financial institution/creditor.

To be completed by any lender who **HAS** a lien or a security on the agricultural product(s)



On behalf of: _____
Name of the institution

Address: _____

City: _____ Postal code: _____

 Office: _____  Fax: _____ #Transit: _____

HEREBY AGREE TO THE FOLLOWING:

In consideration for the payment of an advance by virtue of the APP by Les Éleveurs d'ovins du Québec (hereinafter called the "Administrator") to the Producer, the Administrator and the creditor agree that the security binding the agricultural product(s) for which an advance is granted, that the Administrator has or will have, takes precedence over any other lien or security binding the said agricultural product(s) that the Producer has granted to the creditor, whether it is by virtue of the Banks Act or a law on personal property securities in the province, or by virtue of any other law, but only to the extent necessary to the guarantee of the repayment to the Administrator of the capital to the lesser amount between \$400,000 and \$ _____, or as indicated in the Repayment Agreement concluded between the Producer and the Administrator on _____ (dd/mm/yyyy) in addition to the interest calculated on that amount.

Notwithstanding the priorities established in the present agreement, the Administrator acknowledges that the Producer will use, with the creditor, bank accounts in which will be deposited the proceeds of the property subject to the Administrator's security. With the exception of the any amount deposited in any account designated as a trust account by the Producer in favour of the Administrator, the creditor will have no obligation toward the Administrator regarding any amount in any other account that the Producer uses with the creditor, or any other amount that could be deposited or withdraw from the said accounts, except for the amounts that were deposited after the creditor has received a notice from the Administrator and that the party issuing the notice exercises its right to the proceeds of the property subject to the security.

Before enforcing his security, the Administrator or the creditor, as applicable, must give to the other a reasonable written notice of any request or enforcement.

In the case where the creditor has a lien or a security on the agricultural product(s), the present agreement is subject to the condition that the above mentioned advance, after deduction of any amount legally withheld as administration fees, be payable jointly to the producer and the creditor, and then repaid immediately to the creditor by the Producer, and used by the creditor to reduce the producer's debt.

This agreement will continue to be in effect until the date of the full repayment by the producer to the Administrator of the advance mentioned above and the outstanding interest on this advance.

To be completed by any lender **DOES NOT HAVE** a lien or a security on the agricultural product(s)



On behalf of: _____
Name institution

Address: _____

City: _____ Postal code: _____

 Office: _____  Fax: _____ #Transit: _____

HEREBY AGREE TO THE FOLLOWING:

In consideration for the payment of an advance by the Administrator to the Producer, the creditor does not have any lien or security in accordance with Article 427 on the Banks Act or any other federal or provincial act relating to the agricultural product(s) for the above mentioned producer. On the other hand, this does not affect the creditor's right to grant a future credit to the Producer and to obtain, at his discretion, the security on this credit.

3. SIGNATURES

The present agreement must be interpreted and governed in accordance with the laws of the province of Québec, Canada.

IN WITNESS THEREOF, all the parties have signed the present documents:

3.1. FINANCIAL INSTITUTION/CREDITOR

Name of the institution

Name of the authorized representative (please print)

Title of the authorized representative (please print)

Date: _____
dd/mm/yyyy

Signature of the of the authorized representative

3.2. APPLICANT PRODUCER/SHAREHOLDER(S)/PARTNER(S)

Name of the applicant producer (please print)

Signature of the applicant producer

Name of the shareholder/partner (please print)

Signature of the shareholder/partner

Name of the shareholder/partner (please print)

Signature of the shareholder/partner

Name of the shareholder/partner (please print)

Signature of the shareholder/partner

Name of the shareholder/partner (please print)

Signature of the shareholder/partner

Name of the shareholder/partner (please print)

Signature of the shareholder/partner

Name of the shareholder/partner (please print)

Signature of the shareholder/partner

Date: _____
dd/mm/yyyy

3.3. LES ÉLEVEURS D'OVINS DU QUÉBEC

Amina Baba-Khelil

Name of the APP Authorized Representative (please print)

Signature of the APP Authorized Representative

Date: _____
dd/mm/yyyy

⚠ Appendix G is an integral part of the Application and Repayment Agreement ⚠